

TOWN OF SEABROOK ISLAND

Planning Commission Regular Meeting
December 4, 2019 – 1:30 PM

Town Hall, Council Chambers
2001 Seabrook Island Road



AGENDA

CALL TO ORDER

APPROVAL OF MINUTES

1. Regular Meeting: November 6, 2019

[Pages 2–7]

OLD BUSINESS ITEMS

There are no Old Business Items

NEW BUSINESS ITEMS

1. Commercial Review: Salty Dog Café (Walkway Extension & Fire Pit)

[Pages 8–17]

Request from the Salty Dog Café to install a composite walkway and fire pit at the rear of an existing restaurant and retail store located at 1882 Andell Bluff Blvd (Bohicket Marina)

2. Architectural Review: Village at Seabrook “Garden Gem”

[Pages 18–50]

Request from Kenneth Miller Architecture, LLC, to review and approve a new residential model (“Garden Gem”) for use in the Village at Seabrook

3. 2020 Planning Commission Meeting Schedule

[Page 51]

ITEMS FOR INFORMATION / DISCUSSION

1. Request for Zoning Text Amendment: SIPOA LED Signs

[Pages 52–76]

2. Freshfields Senior Living Facility Encroachment Permit Update

[Pages 77–113]

3. PUD Amendment: Village at Seabrook

4. Commissioner Recognition

ADJOURN

TOWN OF SEABROOK ISLAND

Planning Commission Regular Meeting

November 6, 2019 – 1:30 PM

Town Hall, Council Chambers
2001 Seabrook Island Road



MINUTES

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

Absent: Wayne Billian

Guests: John Wilcox (Seabrook Island Club), Larry Buchman (Seabrook Island Club)

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: September 11, 2019:** Mr. Otstot made a motion to approve the minutes from the September 11, 2019, meeting as submitted. Dr. Ullner seconded the motion. The motion was **APPROVED** by a vote of 4-0.

OLD BUSINESS ITEMS

There were no Old Business Items.

NEW BUSINESS ITEMS

1. **Architectural Review: 3036 Seabrook Village Drive (Cable Railings):** Town Administrator Cronin stated that the town had received a request from Vintage Homes by the Charleston Group, Inc., to review and approve modifications to a previously approved plan for 3036 Seabrook Village Drive (Lot B-37) in the Village at Seabrook. He noted that the Planning Commission previously approved construction plans for this home on July 18, 2018; however, the applicants were now seeking approval to substitute cable railings on the rear porches, decks and stairs in lieu of the previously approved material. He noted that cable railings had not been used as a building material up until this point, and it was his recommendation that the commission would need to approve metal as an approved building material in the Village at Seabrook. He noted that the proposed material had been reviewed and approved by the Village at Seabrook Regime, as well as the SIPOA ARC, as required by Sec. 14.20.20.10 of the town's DSO. Therefore, staff recommended in favor of approval.

Mr. Otstot made a motion to approve the revised architectural plans for 3036 Seabrook Village Drive, to include the cable railings. Dr. Ullner seconded the motion. The motion was **APPROVED** by a vote of 3-0. As President of the Village at Seabrook Regime, Ms. Patterson recused herself from voting on this matter. *(See attached recusal statement)*

Chairman Driscoll then made a subsequent motion to classify cable railings as an approved building material within the Village at Seabrook, and to authorize the Town Administrator to approve the use of such materials without the necessity of obtaining Planning Commission review and approval, provided the use of the material has also received approval from the regime and the SIPOA ARC. Mr. Otstot seconded the motion. The motion was **APPROVED** by a vote of 3-0. As President of the Village at Seabrook Regime, Ms. Patterson again recused herself from voting on this matter. *(See attached recusal statement)*

2. **Architectural Review: Island House & Pelican's Nest Restaurant**: Chairman Driscoll called on representatives from the Seabrook Island Club to present their request. Mr. Larry Buchman provided a brief presentation on proposed modifications to the Island House (3771 Seabrook Island Road) and the Pelican's Nest restaurant (3772 Seabrook Island Road). Mr. Buchman stated that the plans for the Island House included: construction of a new ADA entrance at the rear of the building; extending the veranda and decking at the rear of the building and constructing a new fire pit; construction of a 500 square foot storage addition on the left side of the building above the existing utility area; and service improvements at the first level. The proposed modifications to the Pelicans Nest restaurant included: removing and reconstructing the existing bar area so as to remove overhead portions of the bar structure; opening the view from the bar to the ocean; making the service area more functional; and increasing the number of seats at the bar.

Chairman Driscoll then opened the floor for questions.

Chairman Driscoll asked if there would be a propane tank for the fire pit and, if so, where the tank would be located. Mr. Buchman responded that there would be a buried tank in the rear yard behind the Island House and pointed to the approximate location on the screen.

Mr. Otstot asked if the propane company's hose would be able to reach the tank. Mr. Buchman responded that the location of the tank was selected in consultation with the propane company, Blue Flame.

Mr. Otstot asked if the proposed storage addition at the Island House would be a single story or two stories. Mr. Buchman responded that the addition would be a single story but elevated above the existing ground floor utility area.

Dr. Ullner stated that there was a problem with flies near the service area on the side of the Pelican's Nest restaurant and asked if anything was being done about it. Mr. Buchman responded that the Club had installed a spray system and conducted regular pest control activities in that area. He stated that he could ask the designers to determine if any additional improvements could be made, but that those were not part of the scope for the proposed

modifications.

Dr. Ullner asked what safety precautions were being made near the new ADA entrance to avoid collisions with golf carts. Mr. Buchman responded that there were no significant changes, adding that the proposed modifications are no different than the existing conditions where handicapped patrons go into and out of the building from the cart area.

Mr. Otstot asked how the new bar area would be secured without an upper portion. Mr. Buchman stated that shutters would be installed for security purposes, adding that the bay area would be locked and secured when the restaurant is closed.

Ms. Patterson asked if the bay doors at the Pelican's Nest restaurant would be the same size as those which are there currently. Mr. Buchman responded that one existing door would remain, and one would be replaced with a smaller door. He added that the doors would be the same color.

Chairman Driscoll then called on Town Administrator Cronin to provide a zoning review of the proposed modifications. Town Administrator Cronin stated that the proposed modifications complied with all zoning requirements for use, lot coverage, setbacks, buffers, landscaping, fences and retaining walls. He added that the proposed architecture and materials were subject to the Planning Commission's discretion, but that in his opinion, the proposed modifications were consistent with existing development. Therefore, staff recommended in favor of approving both requests.

Chairman Driscoll asked if there were any additional comments.

Ms. Patterson stated that she felt that the proposed modifications fit in with the existing structures.

Mr. Otstot stated that he was looking forward to these enhancements.

Dr. Ullner reiterated that he would like to see something done about the fly issue at the Pelican's Nest restaurant. Chairman Driscoll reiterated that the Club may seek to address that issue at some point in the future, but that the issue was not currently before the Planning Commission for review or approval.

There being no further comments, Mr. Otstot made a motion to grant preliminary and final approval for the proposed modifications to the Pelican's Nest restaurant, thereby waiving the requirement for a second review at the next meeting. Chairman Driscoll seconded the motion. The motion was **APPROVED** by a vote of 3-0, with Dr. Ullner abstaining from voting.

Mr. Otstot made a motion to grant preliminary and final approval for the proposed modifications to the Island House, thereby waiving the requirement for a second review at the next meeting. Chairman Driscoll seconded the motion. The motion was **APPROVED** by a vote of 4-0.

- 3. Text Amendment: Comprehensive Beachfront Management Plan Update:** 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 the adoption of an updated Comprehensive Beach Management Plan. He stated that the town's plan was last updated in 2014 and, by law, must be updated every five years. The town engaged a consultant – Coastal Science and Engineering – to assist with the update. He added that while the 2014 update was essentially a comprehensive re-write of the plan, the 2019 update was intended to be more of a “refresh” of the 2014 plan. He stated that the most significant changes incorporated into the 2019 update were mainly related to the “scientific data,” such as updated observations and statistics; however, several additional changes were made to the text of the document, including: updates to the town's off-leash dog regulations; updates to other beach rules and policies; changes to the town's beach patrol and code enforcement activities; updates to the town's comprehensive plan; and changes to the town's development regulations. He added that the updated plan would need to be adopted by ordinance and referenced a draft text amendment which was included in the meeting packet.

Chairman Driscoll complimented Dr. Tim Kana and his staff at Coastal Science and Engineering for their work on preparing the updated document. He stated that the document was a “tour de force” and far exceeds the last update.

Mr. Otstot asked if there was a “cliff's notes” version of the changes from the 2014 plan. Town Administrator Cronin responded that he had attempted to create a “red line” version that highlighted the changes between the two documents; however, given the number of updates to the text, charts and graphics, this document quickly became too unwieldy to provide a useful comparison.

Town Administrator Cronin stated that following the Planning Commission's recommendation, the draft document would be sent to SCDHEC-OCRM and SIPOA for review and comment. If there are any substantive changes to the document following review by those entities, an updated draft would be brought back to the Planning Commission for subsequent review. Absent any substantive changes, the document will be forwarded directly to Town Council for two readings and a public hearing on the enacting ordinance.

Dr. Ullner made a motion to recommend in favor of approving the ordinance adopting the five-year update to the town's Comprehensive Beach Management Plan. Mr. Otstot seconded the motion. The motion was **APPROVED** by a vote of 4-0.

ITEMS FOR INFORMATION / DISCUSSION

- 1. Mediation Update: Senior Living Facility Encroachment Permit:** Town Administrator Cronin informed members of the commission that the settlement agreement between the town and Atlantic Partners II, LLC, was approved by the court on October 30, 2019 and is now in full force and effect. He added that the town will host a follow-up meeting on November 14, 2019 with representatives from Atlantic Partners (property owner), Big Rock (developer), Balfour Beatty (construction contractor), Reveer Group (traffic consultant), and the Town of Kiawah Island to discuss next steps for the project.

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 4-0, and the meeting was adjourned at 2:56 PM.

Minutes Approved:



Joseph M. Cronin
Town Administrator



TOWN OF SEABROOK ISLAND

2001 Seabrook Island Road
Seabrook Island, SC 29455

RECUSAL STATEMENT

Member Name: Cathy Patterson

Public Body: [] Town Council [x] Planning Commission [] Board of Zoning Appeals
[] ATAX Advisory Comm. [] Utilities Commission [] Ways & Means Comm.
[] Other:

Meeting Date: 11-6-2019

Agenda Item: #1

Agenda Topic: V@S - Cable Railings

The Ethics Act, SC Code §8-13-700, provides that no public official may knowingly use his office to obtain an economic interest for himself, a family member of his immediate family, an individual with whom he is associated, or a business with which he is associated. No public official may make, participate in making, or influence a governmental decision in which he or any such person or business has an economic interest. Failure to recuse oneself from an issue in which there is or may be conflict of interest is the sole responsibility of the elected or appointed official (1991 Op. Atty. Gen. No. 91-37.) A written statement describing the matter requiring action and the nature of the potential conflict of interest is required.

Justification to Recuse:

[] Professionally employed by or under contract with principal
[] Owns or has vested interest in principal or property
[x] Other: President of V@S HOA

Date: 11-6-2019

Member Signature: Cathy Patterson

Received by Presiding Officer:

Presiding Officer Signature: [Signature]
Secretary: [Signature]



MEMORANDUM

TO: Town of Seabrook Island Planning Commission Members
FROM: Joseph M. Cronin, Town Administrator
SUBJECT: Commercial Review – Salty Dog Café (Walkway Extension & Fire Pit)
MEETING DATE: December 4, 2019

The Planning Commission is asked to review and approve a request from the Salty Dog Café to install a composite walkway and fire pit at the rear of an existing restaurant and retail store located at 1882 Andell Bluff Blvd (Bohicket Marina).

When viewed from Bohicket Creek, both the walkway and the fire pit will be located on the left side at the rear of the building. The walkway, which will be constructed parallel to the rear wall, will be approximately 60" wide and will provide a solid surface for pedestrians between an existing walkway and patio. The applicants are also proposing to install a fire pit in the grassy area at the rear of the building. The fire pit will be constructed predominantly of brick pavers. This will be a natural fire pit, and no utilities or underground storage tanks will be required.

The plan also includes additional landscaping improvements which are not subject to review and approval by the Planning Commission.

All structural improvements will be required to be set back at least 25 from the rear property line and Bohicket Creek.

The property is currently zoned Commercial-Retail/Office and commercial uses, including a sit-down restaurant and clothing/retail store, are permitted by right.

Staff Recommendation

Staff believes that these are minor architectural change which will not adversely impact the visual aesthetic at the Marina. Therefore, staff recommends in favor of **APPROVAL**.

Respectfully submitted,

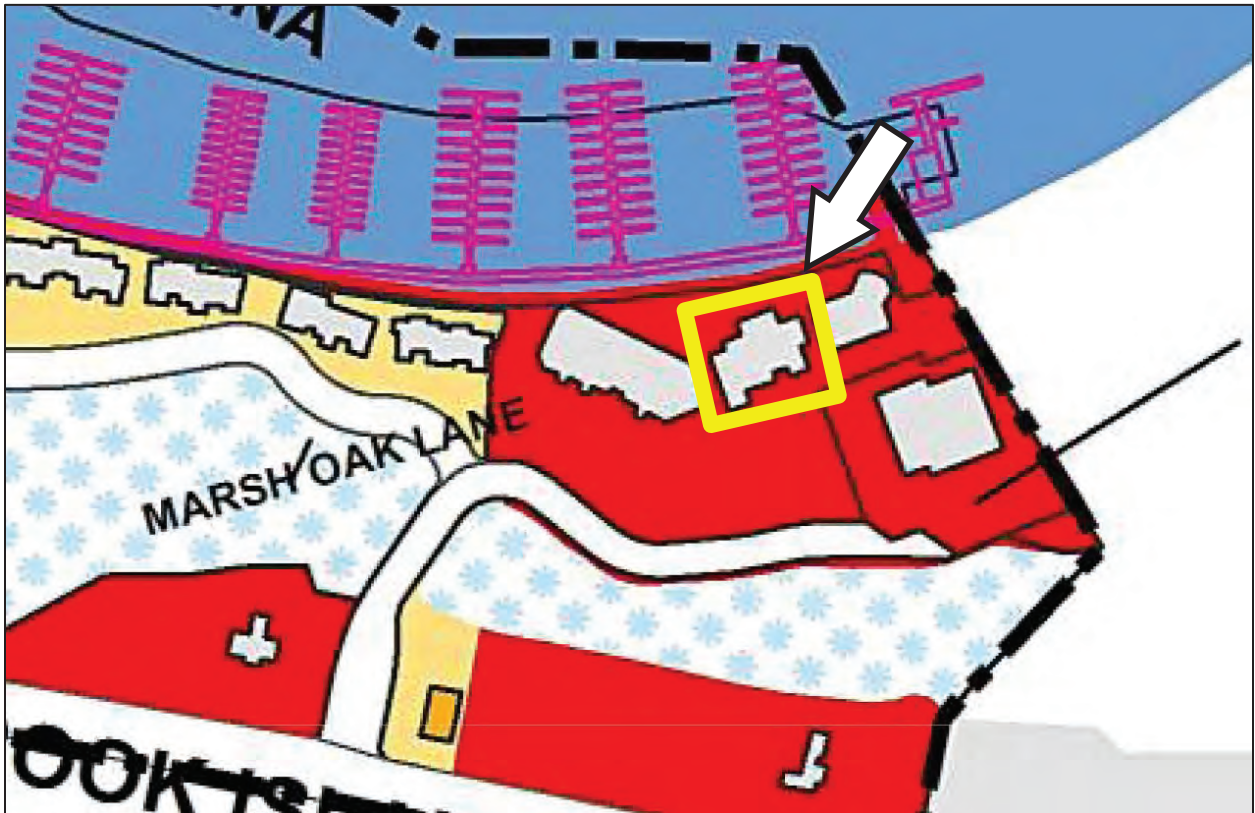
A handwritten signature in black ink, appearing to read "J. Cronin".

Joseph M. Cronin
Town Administrator

Aerial Image



Zoning Map



Town of Seabrook Island - Zoning Permit

Permit Date: 12/2/2019 Permit #, Town: 16339 License #: 20190395

Paid Date: 12/2/2019 App Fee: \$100.00 Cash: Yes Check #:

Applicant Name: The Greenery of Charleston, LLC Phone: 843-884-0084

Contact Name: Andrew Dupps

App Address1: 145 President Street

App Address2:

App City: Charleston St: SC Zip: 29403

Property Owner: Bohicket Marina Investors Phone:

Owner Address1: 1882 Andell Bluff Blvd.

Owner Address2:

Owner City: Seabrook Island St: SC Zip: 29455

TMS Number: Thru: Lot: Block:

Property Address: 1882 Andell Bluff Blvd.

Purpose: Installation of a firepit and landscape improvements

Work Value: \$8,000.00 Flood Elev: 13 Zone: AE

Architectural Review Board:

Comments:

Amendment:

This Zoning Permit is valid for six (6) months. The action for which this permit was obtained must be taken within that time period.

If this zoning permit is for issuance of a building permit, such building permit is valid for a period of one (1) year as described in the town code. Any extentions, alterations, or amendments must be approved in writing by the Town of Seabrook Island Zoning Administration.

I hereby certify that the above information and any plan or drawing submitted herewith are true and accurate indications of existing or proposed improvements to the above identified property.

Owner/Applicant's Signature

12/2/2019

Zoning Administrator

12/2/2019

TOWN OF SEABROOK ISLAND

2001 Seabrook Island Road
Seabrook Island, SC 29455
843-768-9121 (phone)
843-768-9830 (fax)

ZONING PERMIT APPLICATION

<u>Fee Schedule</u>			
Permit for New Construction, Single Family	\$100	Permit Extension	\$100
Permit for Remodeling, Addition, etc.	100	Record Plats - prices vary	
Building, HVAC, Roofing, Plumbing, etc.	25		
Permit for New Construction, Multi-Family	250 + \$5 per unit		
Multiple Bldg Permit, Comm./Multi Family	100		

Date: 12-2-19 TMS #: _____

Applicant's Name: Andrew Dupps

Name of Business Contact: The Greenery of Charleston

Address: 145 President St. Phone: 843 884 0084

City: Charleston State: SC Zip: 29403

Property Owner's Name: Salty Dog Cafe Bldg

Address: 1382 Adell Bluff Phone: _____

City: Seabrook Island State: SC Zip: 29455

Property Location Address: 1382 Adell Bluff

Lot: _____ Block: _____ Base Flood Elev. _____ Zone: _____

Purpose of Permit: Firepit and landscape improvements

Value of Construction: 8000- POA Approval: _____

Applicant's Signature: [Signature]

****This is an application only. The permit will be issued upon approval by the Town of Seabrook Island.**



December 4th, 2019

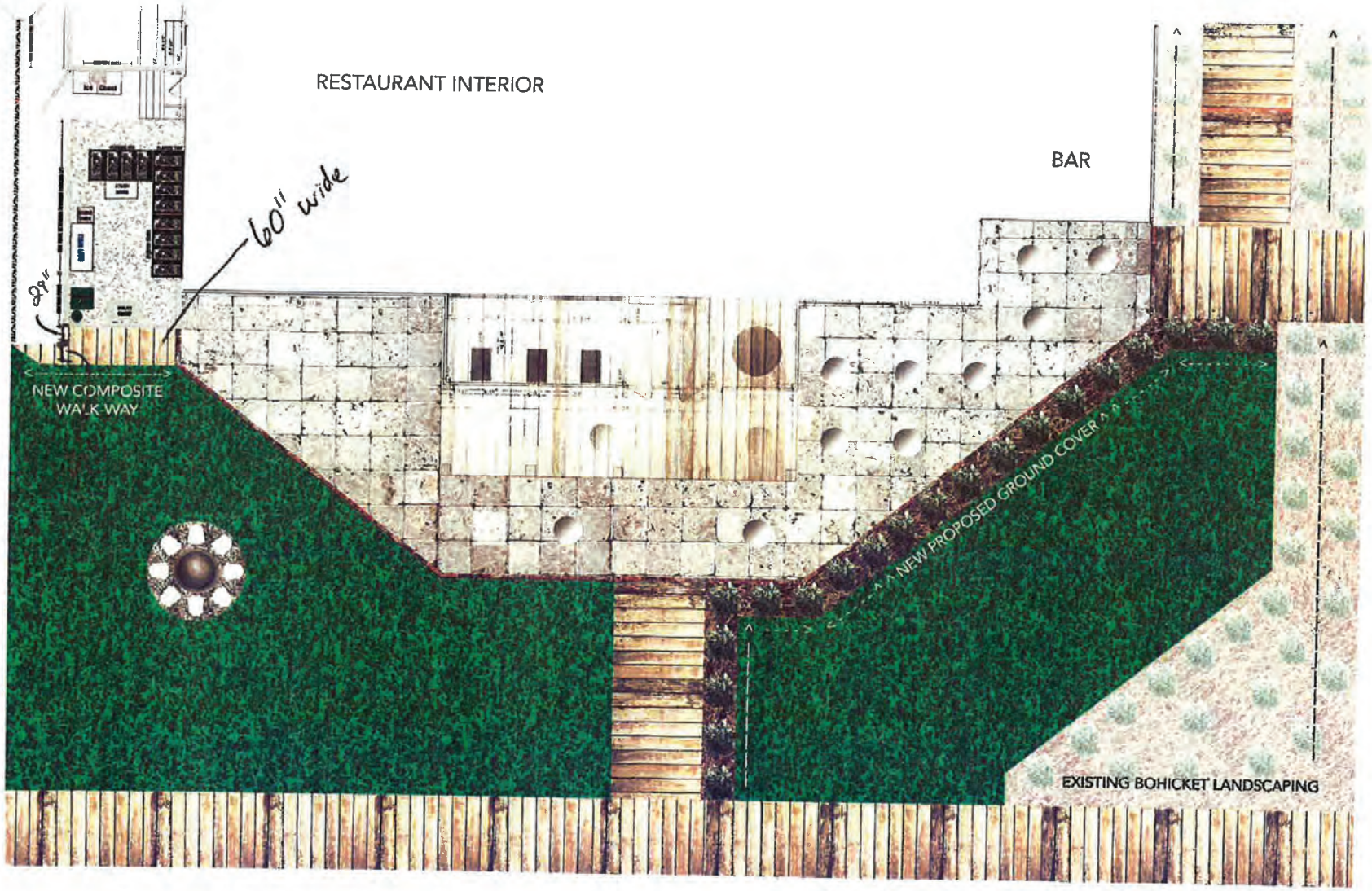
To whom it may concern,

This is an approval letter by Bohicket Investors, LLC allowing The Salty Dog to install a fire pit and upgrades on the marinas property. Please contact me with any questions concerning this issue.

Capt. Beau Anderson

Marina Manager

Bohicket Marina and Market













MEMORANDUM

TO: Town of Seabrook Island Planning Commission Members
FROM: Joseph M. Cronin, Town Administrator
SUBJECT: Architectural Review: Village at Seabrook (“Garden Gem”)
MEETING DATE: December 4, 2019

The Planning Commission is asked to review and approve a request from Kenneth Miller Architecture for a new residential plan in the Village at Seabrook. The proposed structure is currently planned for 3061 Seabrook Village Drive (Lot B-26); however, if approved, the new “Garden Gem” plan will be approved for use on other lots in the Village at Seabrook.

The “Garden Gem” model has been reviewed and approved by the SIPOA Architectural Review Committee. (See attached correspondence from ARC Administrator, Katrina Burrell, dated November 12, 2019.)

NOTE: Confirmation of approval from the Village at Seabrook regime is currently pending as of this writing. If confirmation is not received on or before the meeting date, consideration of this request will be deferred until the January meeting.

The Planning Commission is asked to approve the building design only. Should the Planning Commission approve the proposed elevation, the zoning administrator shall be authorized to review and approve the site plan for Lot B-26 – as well as any other lot which uses the “Garden Gem” plan – to ensure that the plans satisfy all other requirements of the town’s Development Standards Ordinance, including, but not limited to, minimum setbacks and maximum lot coverage.

Staff Recommendation

In our opinion, the proposed design is consistent with existing models in the Village at Seabrook. The design has been approved by both the Village at Seabrook Regime Board, as well as the SIPOA Architectural Review Committee. Therefore, staff recommends in favor of **APPROVAL**.

Respectfully submitted,


Joseph M. Cronin
Town Administrator

TOWN OF SEABROOK ISLAND

2001 Seabrook Island Road
Seabrook Island, SC 29455
843-768-9121

ZONING PERMIT APPLICATION

Fee Schedule			
Permit for New Construction, Single Family	\$100	Permit Extension	\$100
Permit for Remodeling, Addition, etc.	100	Record Plats - prices vary	
Building, HVAC, Roofing, Plumbing, etc.	25		
Permit for New Construction, Multi-Family	250 + \$5 per unit		
Multiple Bldg Permit, Comm./Multi Family	100		

Date: 12-3-19

TMS #: 147-00-00-096

Applicant's Name: KENNETH MILLER

Name of Business Contact: KENNETH MILLER ARCHITECTURE

Address: 1912 PLANTERS DRIVE Phone: 540-293-6234

City: CHARLESTON State: SC Zip: 29414

Property Owner's Name: MR & MRS. LA ROCHE

Address: 1923 MITCHELL LANE # 102 Phone: 843-830-5977

City: SEABROOK ISLAND State: SC Zip: 29455

Property Location Address: 3037 SEABROOK VILLAGE DRIVE

Lot: 26 Block: 58 Base Flood Elev. AE+12 Zone:

Purpose of Permit: THIS PROJECT IS THE CONSTRUCTION OF A NEW PERSONAL RESIDENCE FOR MR & MRS. LA ROCHE

Value of Construction: \$ 560,000 POA Approval: NOV. 12, 2019

Applicant's Signature: [Signature]

****This is an application only. The permit will be issued upon approval by the Town of Seabrook Island.**



SEABROOK ISLAND
Property Owners Association

November 12, 2019

Mr. and Mrs. LaRoche
1923 Mitnick Lane #102
Johns Island, SC 29455

Re: Block 58 Lot 26 – 3037 Seabrook Village Drive #201901003

Dear Mr. and Mrs. LaRoche,

Architect, Kenneth Miller, presented Condition Design Review Plans for a new model home called “Garden Gem” for the Village at Seabrook. At the October 1, 2019, ARC meeting, Katrina Burrell updated the committee regarding the approval process of the model plans. At the time, the Village at Seabrook Regime Management and Board did not approve three specific elements of the plans. The plans were revised and approved by the Village at Seabrook Regime via email on October 9, 2019. It was also requested by the ARC that the Village at Seabrook Regime prepare an itemized Standard Book with architectural features that the ARC can use as a basis for reviewing new model plans in the future.

David Cruse moved to approve the Conditional Design Plans for Block 58 Lot 26 - 3037 Seabrook Village Drive with the following requirements:

- 1. Provide clarification of the statement, “Provide 4” curb” as seen on the Grading Plan;**
- 2. Specify the genus and species plant names of the symbols indicated as “BB”, “BG”, and honeysuckle on the Landscape Plan;**
- 3. The tree protection fencing is to establish a construction limits boundary within the property. The construction limits shall extend along the streetside property line, along either side of the construction access area, and then surround the area that is approved for construction, materials storage, dumpster, and a temporary sanitary facility;**
- 4. Confirm that the SIPOA Director of Engineering was consulted regarding solutions to address the height disparity of the inlet rim and ground elevation in the rear of the property;**
- 5. Provide electrical plans indicating the locations of all building exterior and landscape lighting fixtures, along with the specifications of each proposed fixture indicating compliance with the Policies and Procedures for ARC staff approval;**
- 6. The Park Harbor Outdoor Entrance Wall Light is not approved; and**

7. Katrina Burrell will prepare a letter for the Town of Seabrook Island approving the model “Garden Gem” prepared by Kenneth Miller as a house plan option for the Village at Seabrook.

The motion was seconded by Annie Smith-Jones and passed unanimously.¹

The approved plans per the stipulations above are:

“Residence For: Mr. & Mrs. LaRoche” prepared and sealed by Kenneth Miller, Architect

- Sheet A-1 dated 10/22/2019
- Sheet A-2 dated 10/22/2019
- Sheet A-3 dated 10/22/2019
- Sheet A-4 dated 10/22/2019
- Sheet A-5 dated 10/22/2019
- Sheet A-6 dated 10/22/2019
- Sheet A-7 dated 10/22/2019
- Sheet A-8 dated 10/22/2019
- Sheet E-1 dated 10/22/2019

and “LaRoche Residence” prepared and sealed by Jody Furman, Landscape Architect

- “Erosion Control/Utility Plan” dated 10/15/2019
- “Grading Plan” dated 10/15/2019
- “Landscape Plan” dated 10/15/2019

The approved materials/colors per the stipulations above are:

Decks and Railings: pressure treated wood, Sherwin Williams “Whitetail” SW7103

Driveway/Walkway: tabby

Entry Door: Custom Mahogany

Foundation Coating: Stucco Sherwin Williams “Creamy” SW7012

Roof: metal Englert “Patina Green”

Siding: Cementitious Sherwin Williams “Creamy” SW7012

Trim: Cementitious Sherwin Williams “Whitetail” SW7103

Colors are conditionally approved with the stipulation that final color approval is not granted until a 6’ square sample (with trim colors(s) if applicable) is painted on the house and approved by the ARC.

The approved lighting fixtures are:

Garage Doors: Juno Lighting 4” Recessed Light Trim Kit, J190887658404, White

Fan: Monte Carlo Fan Large Room Fan (52” to 59”) M3MAVR52BK, Black

No other exterior house, stair or landscape lighting is approved at this time.

¹ In addition to the requirements detailed in this motion, all improvements must also comply with the applicable version of the SIPOA ARC Policies and Procedures. The omission of any stipulation or requirement of the Policies and Procedures is not a waiver of said requirement.

Per ARC Policies & Procedures, this Conditional Approval is valid for *one year* from the approval date. Enclosed is a **Construction Commitment Form and Project Initiation Checklist** to be completed, signed by you and your contractor, and returned to the ARC Office. Please provide a **flash drive with a PDF formatted set of house plans, lighting, landscaping and colors and a printed set of plans to remain at the SIPOA ARC office**. In addition, you may be required to provide a **printed set of plans for each of the following: Charleston County, the Town of Seabrook Island, and your general contractor**. Please submit a **\$12,000.00 construction deposit** (\$6,000.00 each from the owner and the contractor). Upon receipt of these items and **approval of the onsite tree protection**, the plans will be stamped as approved. Lastly, a copy of the Building Permit is to be delivered to the ARC Office prior to beginning construction.

Additionally, the Construction Phase must meet the following requirements:

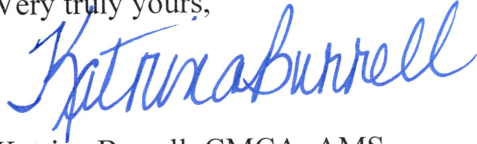
- A. **Tree protection is to be installed per the approved plan, prior to plan approval and lot clearing. The tree protection defines the limits of construction activity (per §IV.A.1.c. & IV.A.3.d).**
- B. **The ARC is to be notified with specific proposed pruning details prior to any pruning/trimming of trees during the site-clearing process and during construction of the house. Additional pruning of any trees, vegetation and natural buffers on the lot is not permitted until after the home is framed. Once the home is framed and/or built, pruning requests may be submitted for review;**
- C. **Colors are conditionally approved with the stipulation that final color approval is not granted until a 6' square sample (with trim colors(s) if applicable) is painted on the house and approved by the ARC;**
- D. **The landscape plan that is approved by the ARC prior to construction is not final until the plantings are reviewed by the ARC on-site. Additional plantings may be required after field evaluation;**

Enclosed are the ARC Policies & Procedures for Residential Development (via email only) and a copy of ARC Policies & Procedures §IV – “Construction Site Guidelines.” The property owner is responsible for submitting an Exterior Alterations Request form if, at any step of the process, his/her plan deviates in any way from the approved plans. If it is found that deviations have been made for which the ARC has not issued written approval, the property owner shall be subject to the sanctions set forth in ARC Policies & Procedures Appendix B.

Documents that must be provided to the ARC office during the construction phase are: **an as-built foundation survey, an as-built final survey and a copy of the Certificate of Occupancy**. Finally, all construction must be completed within fifteen months of the date the Building Permit is issued by Charleston County.

Please contact me if you need any additional information.

Very truly yours,



Katrina Burrell, CMCA, AMS
Director of Administration and Architectural Review

cc: Kenneth Miller

Mr. & Mrs. LaRoche residence 3037 Seabrook Village Drive.



BUILDING AREAS

FIRST FLOOR HTD	756 SQ FT
SECOND FLOOR HTD	747 SQ FT
TOTAL HTD	1503 SQ FT
TOTAL COVERAGE BUILDING	1297 SQ FT
TOTAL COVERAGE HARDSCAPE	1325 SQ FT



RESIDENCE FOR:
MR. & MRS. LAROCHE
3037 SEABROOK VILLAGE DRIVE



REVISION DATE:

05.12.19
06.06.19
06.19.19
8.27.19
9.11.19
10.22.19

A-1

General Notes

Contractor to verify all dimensions and conditions at the project site prior to commencement of the work, and shall notify Kenneth Miller Architecture immediately of any discrepancies and/or any existing site conditions that are inconsistent with the drawings.

All drawings shall be used in conjunction with all other drawings related to other disciplines. The general contractor shall check and coordinate dimensions and clearances with the work of all trades.

The drawings herein are graphic in nature and are not intended to convey all information necessary for construction. Contractor shall coordinate systems installation requirements, rough-in connections, and materials requirements for installation.

Kenneth Miller Architecture, LLC to provide professional services limited to the preparation of construction documents only, with no construction administration. Kenneth Clarke Miller, Architect of Record is not responsible for interpreting the intent of the construction documents, including making modifications as may be necessary during the construction phase; and that the Architect of Record is no longer liable for the work where changes to these documents have been made.

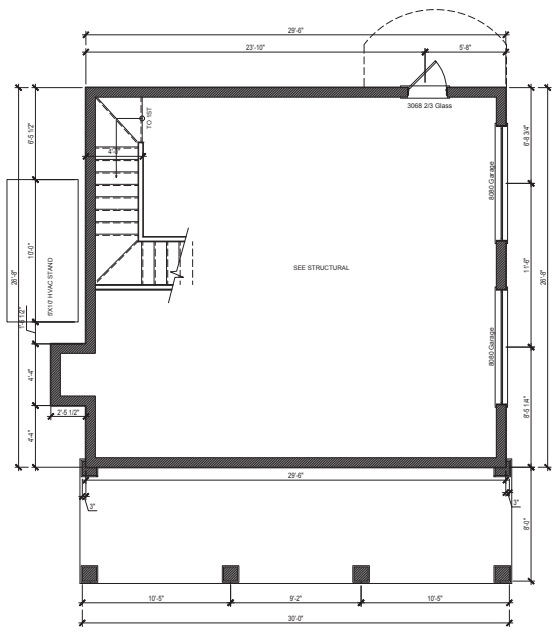
All work shall be in compliance with, but not limited to, the requirements of the following and any other state or local codes having jurisdiction:

- 2015 Edition of the International Residential Code with SC Modifications
- 2015 Edition of the International Fire Code with SC Modifications
- 2015 Edition of the International Plumbing Code;
- 2015 Edition of the International Mechanical Code;
- 2015 Edition of the International Fuel Gas Code with SC Modifications
- 2015 Edition of the International Existing Buildings Code
- 2014 Edition of the National Electrical Code.

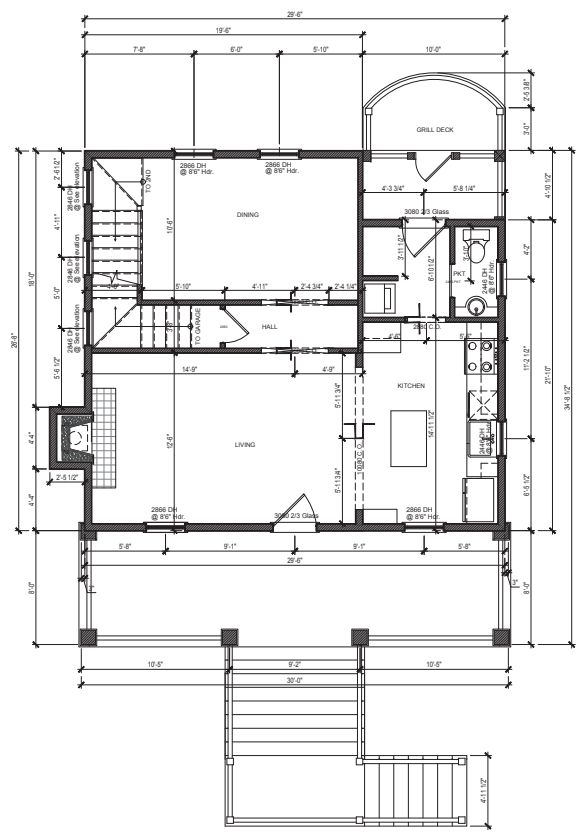
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- E-1 Electrical
- E-2 Electrical

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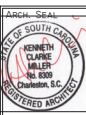
1 GROUND FLOOR PLAN
2 1/4" = 1'-0"



2 FIRST FLOOR PLAN
2 1/4" = 1'-0"

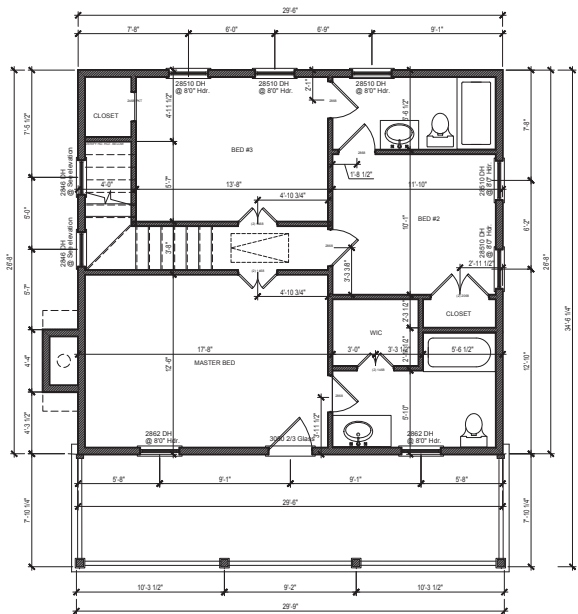


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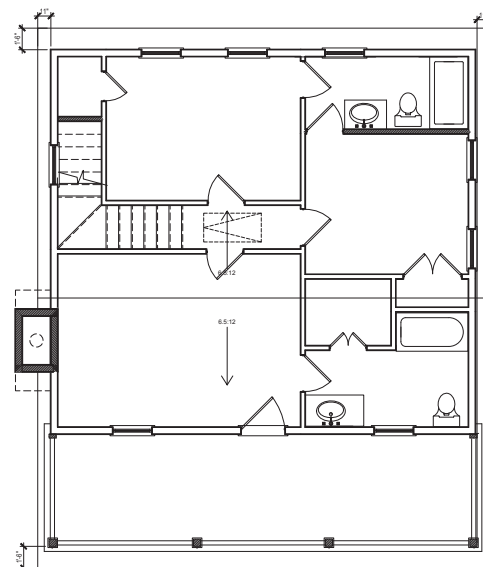


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A-2



1 SECOND FLOOR PLAN
3 1/4" = 1'-0"

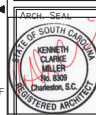


2 ROOF PLAN
3 1/4" = 1'-0"



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A-3



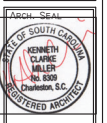
1 FRONT ELEVATION
3 1/4" = 1'-0"

2 LEFT ELEVATION
3 1/4" = 1'-0"



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A-4

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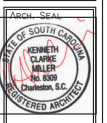
2
5
RIGHT ELEVATION
1/4" = 1'-0"

1
5
REAR ELEVATION
1/4" = 1'-0"



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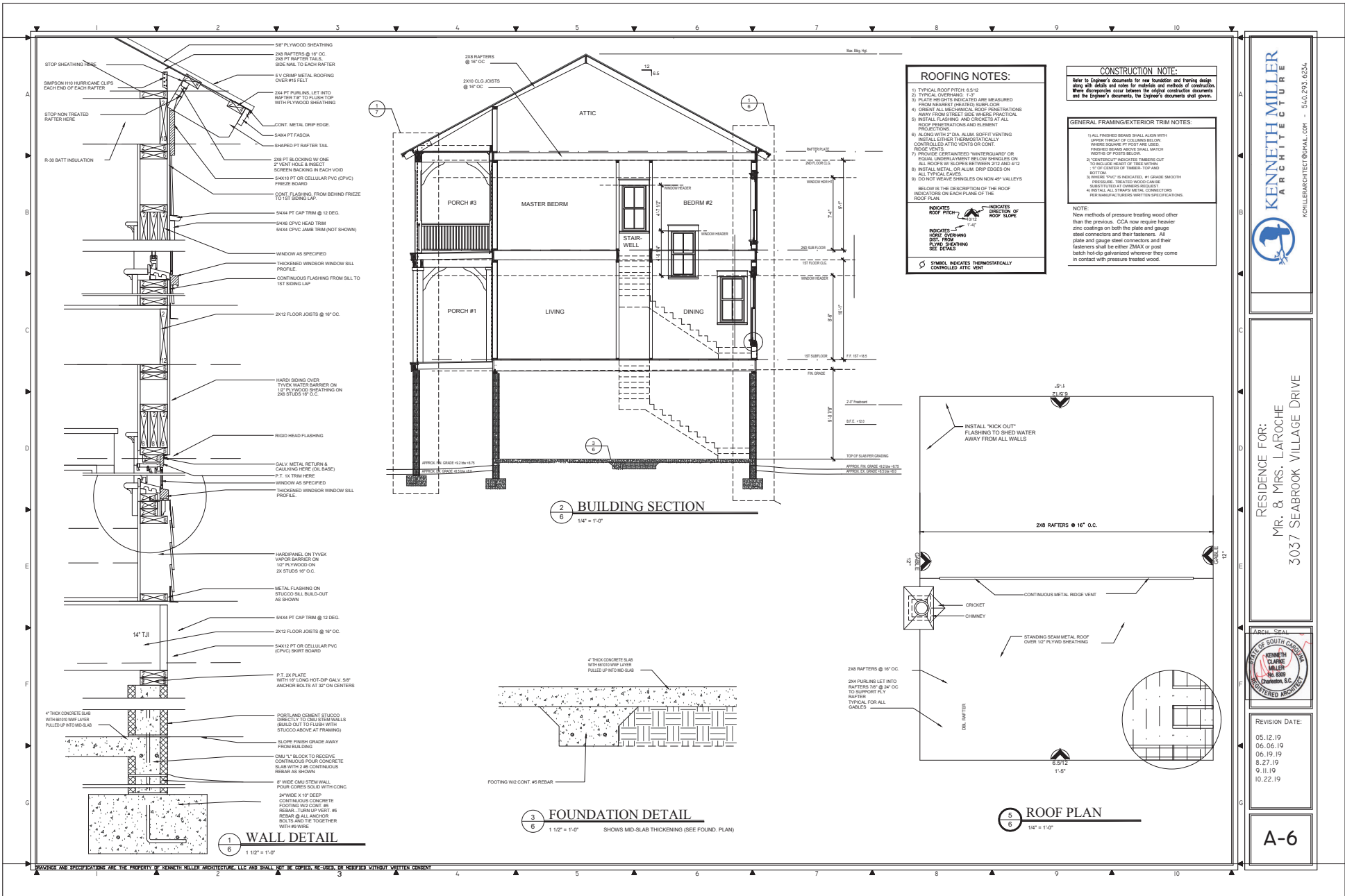


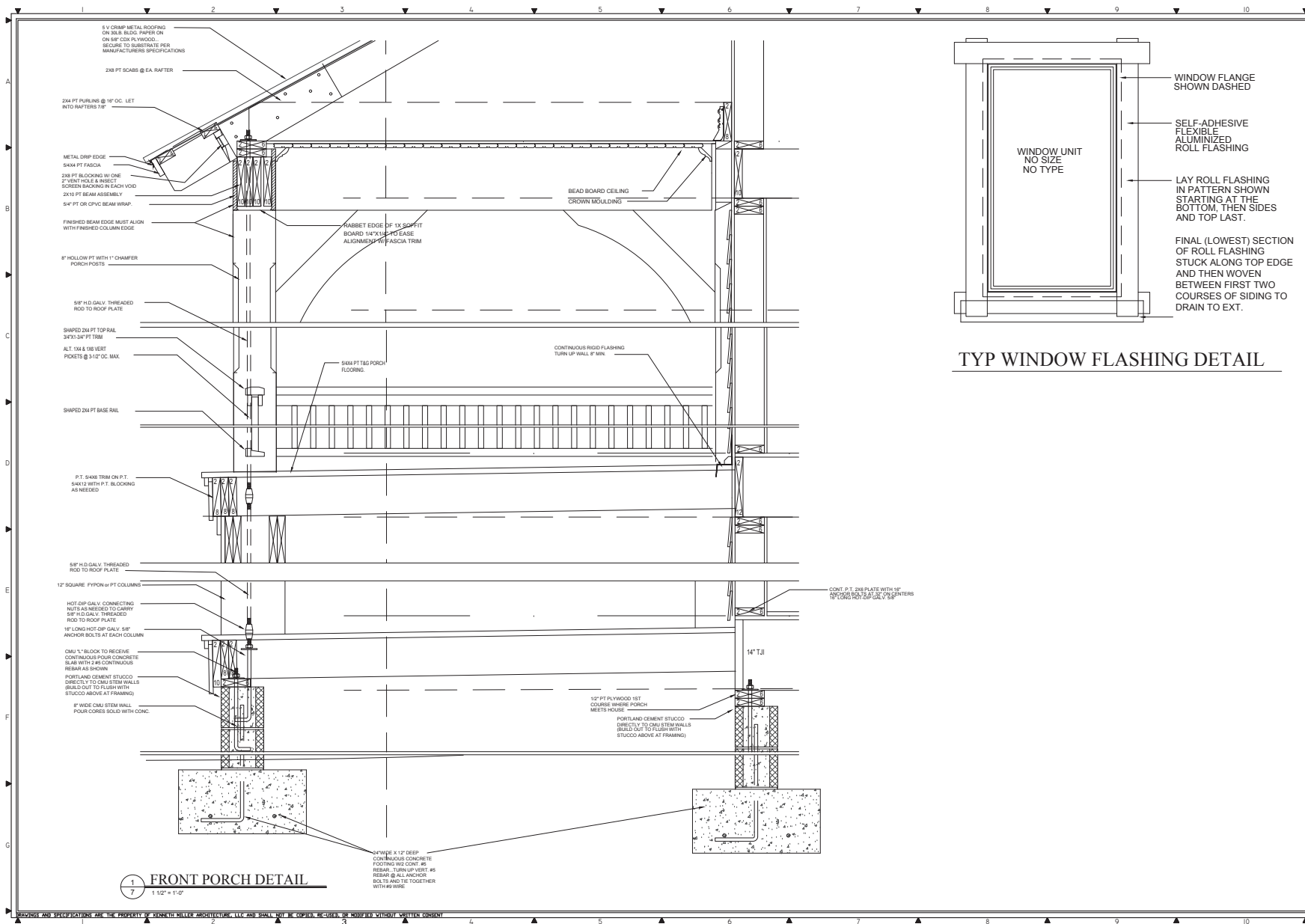
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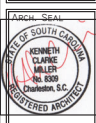
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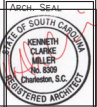
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RENDERINGS

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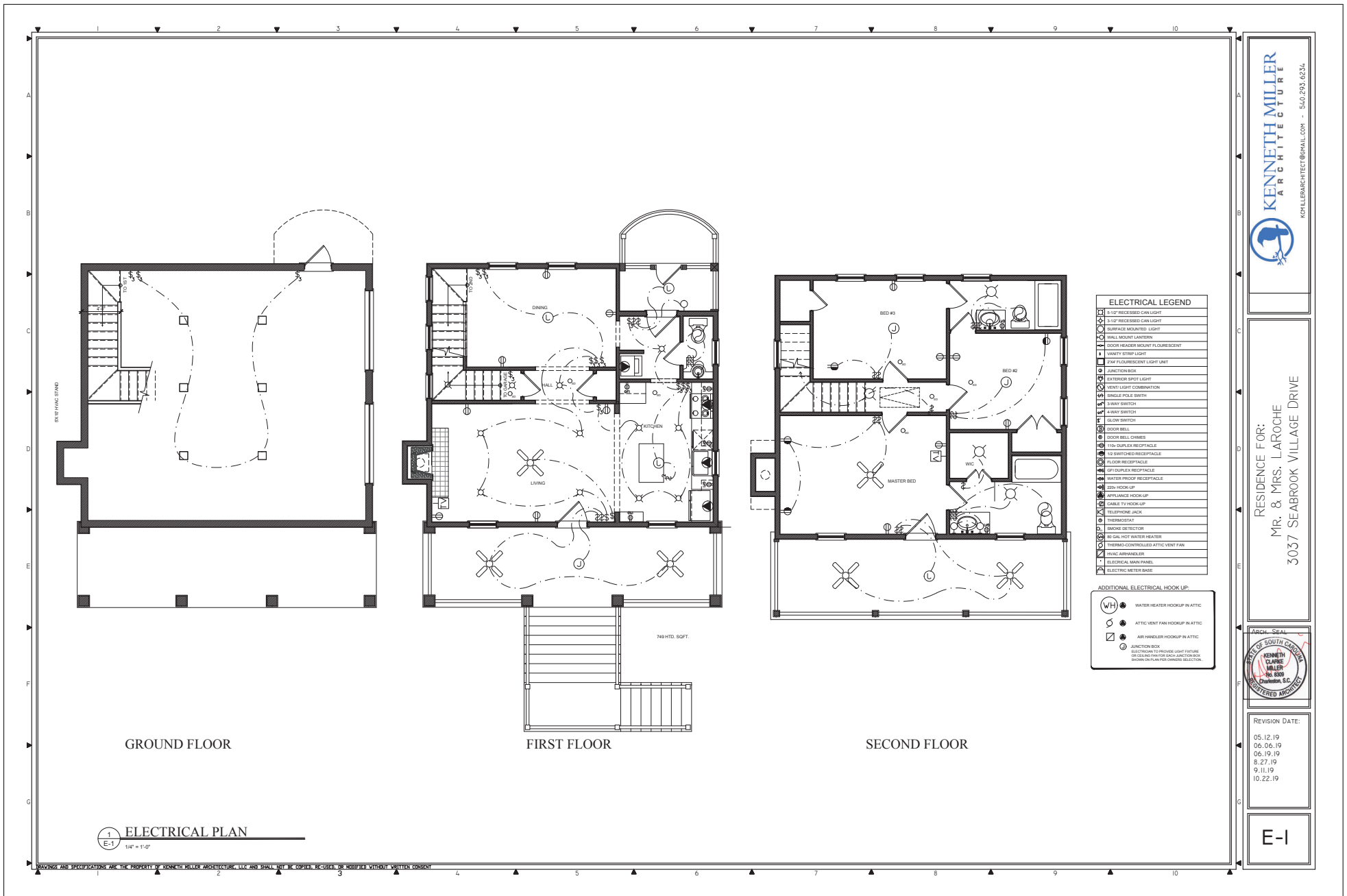


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A-8



ELECTRICAL LEGEND

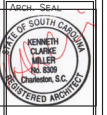
○	2-1/2" RECESSED CAN LIGHT
○	3-1/2" RECESSED CAN LIGHT
○	SURFACE MOUNTED LIGHT
○	WALL MOUNT LANTERN
○	DOOR HEADS MOUNT FLOURESCENT
○	VANITY STRIP LIGHT
○	2'x4' FLOURESCENT LIGHT UNIT
○	JUNCTION BOX
○	EXTERIOR SPOT LIGHT
○	WIRE LIGHT COMBINATION
○	SINGLE POLE SWITCH
○	3-WAY SWITCH
○	4-WAY SWITCH
○	CEILING SWITCH
○	DOOR BELL
○	DOOR BELL CHIMES
○	15A DUPLEX RECEPTACLE
○	20 AMP DUPLEX RECEPTACLE
○	FLOOR RECEPTACLE
○	GF DUPLEX RECEPTACLE
○	WATER PROOF RECEPTACLE
○	20A HOOKUP
○	APPLANCE HOOKUP
○	CABLE TV HOOKUP
○	TELEPHONE JACK
○	TRANSFORMER
○	SMOKE DETECTOR
○	30 GAL HOT WATER HEATER
○	THERMIC CONTROLLED ATTIC VENT FAN
○	SMOKE HANDLER
○	ELECTRICAL MAIN PANEL
○	ELECTRIC METER BASE

ADDITIONAL ELECTRICAL HOOK UP:

WH	WATER HEATER HOOKUP IN ATTIC
○	ATTIC VENT FAN HOOKUP IN ATTIC
○	AIR HANDLER HOOKUP IN ATTIC
○	JUNCTION BOX ELECTRICAL TO REMOVE LIGHT FIXTURE OR CEILING FAN FOR EACH JUNCTION BOX SHOWN ON PLAN FOR OWNERS' REFERENCE

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E-1

1 ELECTRICAL PLAN
 E-1
 1/4" = 1'-0"

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GENERAL STRUCTURAL NOTES

- LOCATION AND STING OF STRUCTURE PER ARCHITECTURAL/CIVIL PLANS. IF THERE IS ANY CONFLICT BETWEEN THESE AND OTHER DESIGNERS DRAWINGS, THE ENGINEER OF RECORD IS TO BE NOTIFIED IN WRITING.
- THE STRUCTURAL INTEGRITY OF THIS STRUCTURE IS DESIGNED TO BE ATTAINED IN ITS COMPLETED STATE, WHILE UNDER CONSTRUCTION ANY TEMPORARY BRACING OR SHORING WHICH MAY BE REQUIRED TO MAINTAIN STABILITY PRIOR TO COMPLETION SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
- ALL CONSTRUCTION SHALL CONFORM TO THE INTERNATIONAL RESIDENTIAL CODE OF THE INTERNATIONAL CODE COUNCIL, 2015 ED, AND ALL INCLUDED REFERENCE CODES AND STANDARDS, THE LATEST EDITIONS AT THE TIME OF PERMITTING. THE PROVISIONS OF THE INTERNATIONAL RESIDENTIAL CODE MEET OR EXCEED THAT OF THE PREVIOUS EDITIONS OF THE STANDARD BUILDING CODE. REFERENCED SECTIONS OF THE BUILDING CODES ARE NOT INTENDED TO BE ALL INCLUSIVE. THAT IS, OTHER PERTINENT SECTIONS MAY NOT BE NOTED ON THE DRAWINGS, BUT ARE STILL THE RESPONSIBILITY OF THE GENERAL CONTRACTOR.
- THE DIMENSIONS, LOCATIONS, AND ELEVATIONS OF ANY EXISTING STRUCTURES WHICH RELATE TO OR INFLUENCES NEW CONSTRUCTION SHALL BE VERIFIED BY FIELD MEASUREMENT BY THE CONTRACTOR PRIOR TO PREPARATION AND SUBMISSION OF CHECKED SHOP DRAWINGS TO THE ENGINEER OF RECORD FOR REVIEW.
- PROTECTION OF EXISTING STRUCTURES DURING THE COURSE OF THE CONSTRUCTION SHALL BE THE RESPONSIBILITY OF THE GENERAL CONTRACTOR. TRUSS MANUF. SHALL ENGINEER AND SUPPLY A DESIGN FOR TEMP. BRACING OF THE ROOF ASSEMBLY TO BE USED UNTIL THE ROOF IS SHEATHED AND ANCHORED AS REQUIRED BY THE TRUSS MANUFACTURER AND CODE (HB 31). CONTRACTOR SHALL FOLLOW THE MANUFACTURER'S TEMP. BRACING INSTRUCTIONS.
- DESIGN CRITERIA
THIS STRUCTURE IS DESIGNED IN ACCORDANCE TO THE INTERNATIONAL RESIDENTIAL CODE, 2015. SECTION R301.2.1, 2.11, AND APPA WOOD FRAME CONSTRUCTION MANUAL AND ASCE 7-16.
A.) ROOF DEAD LOADS (PSF)
SHINGLES 3
PLYWOOD SHEATHING 2
R-30 BATT INSULATION 2.5
FRAMING 2.0
CEILING 2.0
UTILITIES 5
B.) ROOF LIVE LOADS (PSF)
TRIBUTARY AREA (SF) MINIMUM LIVE LOAD
0-200 20
201-600 16
601+ 12
C.) FLOOR LIVE LOADS (PSF)
FIRST FLOOR LIVE LOAD 40
SECOND FLOOR LIVE LOADS (PSF) 30
BALCONY LIVE LOADS (PSF) 60
D.) WALL DEAD LOADS (PSF)
2x6 W/ OYR BOARD 12.0
SHEATHING 2.5
WINDOWS 8.5
WIND LOADS:
MIN/RS: ULTIMATE DESIGN WIND LOAD 147 MPH(ULTIMATE) (ASCE7-10)
EXPOSURE CATEGORY: C
BUILDING CATEGORY: II
IMPORTANCE FACTOR: 1.00
BUILDING CONDITION: ENCLOSED
SOIL BEARING CAPACITY: 2,000 PSF ASSUMED. CONTRACTOR TO VERIFY
SEISMIC DESIGN CATEGORY: D2
GLAZING & DOORS: IMPACT RESISTANT PER IRC 2015.
- SITE PREPARATION
NO GEO-TECHNICAL REPORT HAS BEEN PROVIDED.
- PER THE SURVEY, THIS SITE IS IN A "X" ZONE FEEMA HIGH HAZARD COASTAL FLOOD ZONE.
- SITE AND EXCAVATION TO BE PREPARED USING IRC 2015.

STRUCTURAL CONCRETE NOTES

- UNLESS NOTED OTHERWISE, ALL CONCRETE FLATWORK SHALL CONFORM TO THE FOLLOWING FINISHING TOLERANCES MEASURED AS PER ASTM E1155:
OVERALL FLATNESS NUMBER, Fp-20
MINIMUM LOCAL FLATNESS NUMBER, Fp-15
OVERALL LEVELNESS NUMBER, Fv-15
MINIMUM LOCAL LEVELNESS NUMBER, Fv-10
- ALL SAWN CONTROL JOINTS ARE TO BE CUT WITHIN 4 HOURS AFTER THE FLOOR SLAB IS POURED, SUCH THAT NO SURFACE DEFECTS ARE MADE FROM FLOOR TRAFFIC. ALL CONCRETE FLOORS AND WALLS ARE TO BE WET CURED FOR 72 HOURS IMMEDIATELY AFTER PLACEMENT, AS PER THE RECOMMENDATIONS OF ACI 302.
- WHERE CALLED FOR ON THE DRAWINGS, FLOOR SLABS ARE TO BE REINFORCED WITH WELDED WIRE FABRIC WHICH SHALL BE PLACED IN FLAT SHEETS (NOT ROLLS), AND SHALL BE LAPPED TWO FULL MESHES WHERE REQUIRED. A DOUBLE LAYER OF WELDED WIRE FABRIC SHALL BE PLACED WITHIN THE FIRST 3/4 OF SLAB MEASURED FROM THE EDGE.
- ALL FOUNDATIONS ARE TO BEAR ON UNDISTURBED RESIDUAL SOIL OR ON TESTED STRUCTURAL BACKFILL (95% MODIFIED PROCTOR VALUE FOR BACKFILL) TO INCLUDE THE LAYER OF CLEAN WASHED SAND FOR SLABS ON GRADE.
- STRUCTURAL FOUNDATION DESIGN IS BASED UPON SPREAD FOOTING WITH SOIL BEARING CAPACITY = 2,000 PSF. AN ALLOWABLE SOIL BEARING THIS MUST BE VERIFIED BY CONTRACTOR PRIOR TO CONSTRUCTION BY GEO-TECHNICAL ENGINEER OF RECORD.
- ALL REINFORCING STEEL SHALL BE GRADE 60 DEFORMED BARS COMPLYING WITH ASTM SECTION A615. REINFORCING STEEL WHICH IS INDICATED ON THE DRAWINGS AS BEING WELDED SHALL COMPLY WITH ASTM SECTION A706, AND SHALL ALSO BE DEFORMED.

STRUCTURAL CONCRETE NOTES (CONTINUED)

- ALL DETAILING, FABRICATION AND INSTALLATION OF REINFORCING STEEL SHALL COMPLY WITH THE REQUIREMENTS OF THE ACI MANUAL OF STANDARD PRACTICE FOR DETAILING REINFORCED CONCRETE STRUCTURES (ACI-SP-66).
- ALL REINFORCING BAR SPICE LENGTHS AND LOCATIONS, EMBEDMENTS, LENGTHS, HOOKS, ETC. SHALL BE DONE AS INDICATED ON THE DRAWINGS. NO VARIATION WILL BE ACCEPTED WITHOUT PRIOR APPROVAL OF THE ENGINEER. IF NO DIMENSION IS PROVIDED, THE SPICE LENGTH SHALL BE CLASS "B" LENGTH AS PER ACI 318, SECTION 12.15.
- THE FOLLOWING MINIMUM CONCRETE COVER SHALL BE PROVIDED FOR REINFORCEMENT.
MINIMUM COVERAGE (IN.)
A) CONCRETE CAST AGAINST AND PERMANENTLY EXPOSED TO EARTH 3
B) CONCRETE EXPOSED TO EARTH OR WEATHER: #5 BAR, W31 OR D31 WIRE SMALLER 1 1/2
- ALL EMBEDDED STRUCTURAL STEEL, INCLUDING ANCHOR BOLTS, SHALL COMPLY WITH ASTM A36, UNLESS INDICATED DIFFERENTLY ON THESE DRAWINGS.
- ALL EXPOSED CORNERS OF CONCRETE SHALL BE FORMED INTO A 3/4" x 45 DEGREE CHAMFER, UNLESS NOTED OTHERWISE.
- CONSTRUCT FORMS COMPLYING TO SHAPES, LINES, AND DIMENSIONS SHOWN ON DRAWINGS TO OBTAIN AND HOLD ACCURATE ALIGNMENT OF CONCRETE DURING PLACEMENT AND CURING.
- FABRICATE FORMS FOR EASY REMOVAL WITHOUT HAMMERS OR PRYING AGAINST CONCRETE SURFACES.
- THOROUGHLY CLEAN FORMS AND ADJACENT SURFACES TO RECEIVE CONCRETE. REMOVE CHIPS, WOOD, SAWDUST, DIRT AND OTHER DEBRIS PRIOR TO CONCRETE PLACEMENT.
- ALL REINFORCING OF LOOSE RUST, MILL SCALE, DIRT, OR ANY OTHER FOREIGN MATERIAL, ACCURATELY POSITION, SUPPORT AND SECURE REINFORCEMENT.
- ANCHOR BOLTS SHALL NOT DEVIATE FROM THEIR THEORETICAL LOCATION BY MORE THAN 0.4 TIMES THE DIFFERENCE BETWEEN THE BOLT DIAMETER AND THE HOLE DIAMETER THROUGH WHICH THE BOLT PASSES.
- PROPORTION AND DESIGN MIXES TO RESULT IN CONCRETE SLUMP AT POINT OF PLACEMENT NOT LESS THAN 3" AND NOT MORE THAN 5". ADDITION OF WATER TO READY-MIX CONCRETE IN THE FIELD SHALL NOT BE ALLOWED.
- DEPOSIT CONCRETE IN A CONTINUOUS OPERATION UNTIL THE PLACING OF CONCRETE IS COMPLETE. IF THE POUR IS TO BE DISCONTINUED, CONTRACTOR SHALL USE CONSTRUCTION JOINTS, AS DETAILED ON THE DRAWINGS OR APPROVED BY THE ENGINEER.
- UNLESS NOTED OTHERWISE, REINFORCING IS NOT TO EXTEND THROUGH THE CONTROL OR CONSTRUCTION JOINTS OF FLOOR SLABS-ON-GRADE.
- REPAIR ALL SURFACE DEFECTS INCLUDING THE HOLES, MINOR HONEYCOMBING AND OTHER VISUAL IRREGULARITIES WITH GEMENT MORTAR. MORTAR FOR PATCHING SHALL BE THE SAME COMPOSITION AS THAT USED IN THE CONCRETE. PATCHING SHALL BE DONE AS SOON AS THE FORMS ARE REMOVED.
- IN SLAB ONLY, RE-ENTRANT CORNER BARS CONSISTING OF (2) #4 BARS, 3'0" SHALL BE PLACED AT ALL RE-ENTRANT CORNERS FOR FITS, RECESSES OR SLAB THICKNESS CHANGES IN THE TOP 1/3 OF THE SLAB-ON-GRADE.
- DEWATERING OF EXCAVATIONS MAY BE REQUIRED-- REFER TO GEOTECHNICAL ENGINEER OF RECORD FOR RECOMMENDATIONS.
- ALL FOUNDATION CONCRETE SHALL DEVELOP A MINIMUM COMPRESSIVE STRENGTH OF 3000 PSIM IN 28 DAYS.
- FOR ALL CONCRETE, THE PROPORTIONS OF CEMENT, AGGREGATE, AND WATER TO ATTAIN REQUIRED PLASTICITY AND COMPRESSIVE STRENGTH SHALL BE IN ACCORDANCE WITH ACI 318 CODE. CONCRETE SHALL CONTAIN SIX PERCENT, PLUS OR MINUS ONE, (6±1) ENTRAINED AIR THROUGH THE USE OF AIR ENTRAINING CONCRETE OR AN AIR ENTRAINING ADMIXTURE CONFORMING TO ASTM C20.
- ENTRAINED CONCRETE OR AN AIR ENTRAINING ADMIXTURE CONFORMING TO ASTM MATERIAL SHALL BE REMOVED FROM THE PLACES TO BE OCCUPIED BY THE CONCRETE. THE PLACING OF ALL CONCRETE SHALL BE IN ACCORDANCE WITH ACI 318 AND ASTM C94 REQUIREMENTS. PUMPING OF CONCRETE WILL BE PERMITTED ONLY WITH THE ENGINEER OF RECORD'S APPROVAL OF PROPOSED CONCRETE MIX AND METHOD OF PUMPING. CONCRETE SHALL BE RAPIDLY HANDLED FROM MIXER TO FORMS AND DEPOSITED AS NEARLY AS POSSIBLE TO ITS FINAL POSITION TO AVOID SEGREGATION DUE TO REHANDLING. CONCRETE TO BE SPACED AND WORKED BY HAND AND VIBRATED TO ASSURE CLOSE CONTACT WITH ALL SURFACES OF FORMS AND REINFORCING STEEL AND LEVELLED OFF AT PROPER GRADE TO RECEIVE FINISH. ALL CONCRETE SHALL BE PLACED UPON CLEAN, DAMP SURFACES. VIBRATION SHALL BE APPLIED DIRECTLY TO THE CONCRETE AND SHALL BE SUFFICIENT TO CAUSE FLOW OF SETTLEMENT BUT NOT LONG ENOUGH TO CAUSE SEGREGATION OF THE MIX. OPERATION OF THE VIBRATOR SHALL BE SOLE RESPONSIBILITY OF ONE MAN DURING THE PLACING OF CONCRETE. CONCRETE MORE THAN 30 MINUTES OLD SHALL NOT BE USED UNLESS PRE-APPROVED RETARDERS HAVE BEEN USED IN DESIGN MIX.
- CONCRETE, WHEN DEPOSITED, SHALL HAVE A TEMPERATURE NOT BELOW 50 DEGREE F AND NOT ABOVE 90 DEGREE F. THE METHODS AND RECOMMENDED PRACTICES AS DESCRIBED IN ACI 306 SHALL BE FOLLOWED FOR COLD WEATHER CONCRETING AND ACI 305 FOR HOT WEATHER CONCRETING.

STRUCTURAL MASONRY NOTES

- CONCRETE MASONRY UNITS SHALL BE COVERED OR PROTECTED FROM EXCESSIVE WEATHER AND SHALL BE CONCRETE TO THE MOISTURE CONTENT AS SPECIFIED IN ASTM C90 WHEN DELIVERED TO THE JOBSITE.
- HOLLOW AND SOLID CONCRETE MASONRY UNITS SHALL CONFORM TO ASTM C90, TYPE 1 LIGHT WEIGHT. CEMENT SHALL HAVE A LOW ALKALI CONTENT AND BE OF ONE BRAND.
- STRUCTURAL MASONRY DESIGN HAS BEEN BASED UPON A SPECIFIED COMPOSITE MATERIAL (PRISM) STRENGTH OF 1900 PSI NO VALUE LOWER THAN THIS IS ACCEPTABLE.
- MASONRY MORTAR SHALL CONFORM TO ASTM C270 AND SHALL BE SUPPLIED IN PREPACKAGED, PREMIXED BATCHES. MORTAR IS TO BE MIXED IN A MECHANICAL MIXER, AND SHALL BE TYPE "S" FOR ALL APPLICATIONS IN CONTACT WITH EARTH (BELOW GRADE), AND SHALL BE TYPE "N" FOR ALL OTHER APPLICATIONS.
- ALL MASONRY SHALL BE PROVIDED WITH A FULL WYTHE MORTAR BED AND TOP OF THE SUPPORTING FOUNDATIONS. CONCRETE MASONRY WALLS SHALL BE PROVIDED WITH CONTINUOUS BOND BEARS AT THE FOLLOWING LOCATIONS AS A MINIMUM: (1) ALL FLOOR ELEVATIONS, (2) TOPS OF ALL WALLS.
- UNITS SHALL BE MODULAR IN SIZE AND SHALL INCLUDE CLOSER, JAMB, HEADER, LINTEL, AND BOND BEAM UNITS AND SPECIAL SHAPES AND SIZES TO COMPLETE THE WORK AS INDICATED.
- MASONRY UNITS SHALL BE LAID IN RUNNING BOND PATTERN, UNLESS NOTED OTHERWISE. UNITS THAT HAVE BEEN DISTURBED AFTER THE MORTAR HAS STIFFENED SHALL BE REMOVED, CLEANED, AND RE-LAID WITH FRESH MORTAR. AIR SPACES, CAVITIES, CHANGES, EXPANSION JOINTS, AND SPACES TO BE GROUTED SHALL BE KEPT FREE FROM MORTAR AND OTHER DEBRIS. UNITS USED IN EXPOSED MASONRY SURFACES SHALL BE FREE FROM CHIPPED EDGES OR OTHER IMPERFECTIONS DETRACTING FROM THE APPEARANCE OF THE FINISHED WORK. VERTICAL JOINTS SHALL BE KEPT PLUMB. UNITS BEING LAD AND SURFACES TO RECEIVE UNITS SHALL BE FREE OF WATER FILM.
- EXPOSED CONCRETE MASONRY UNIT AND CONCRETE BRICK SURFACES SHALL BE DRY-BRUSHED AT THE END OF EACH DAY'S WORK AND AFTER ANY REQUIRED POINTING, USING STEIFF-FIBER BRISTLED BRUSHES.
- GROUT SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 2000 PSI AT 28 DAYS. GROUT SHALL CONFORM TO ASTM C-476, AND SHALL HAVE A LOW ALKALI CONTENT. GROUT SLUMP SHALL BE BETWEEN 8 AND 11 INCHES. GROUT BARRIERS SHALL CONSIST OF FINE MESH WIRE, FIBERGLASS, OR EXPANDED METAL.
- GROUT BARRIERS FOR BOND BEAMS SHALL BE COVERED WITH FINE MESH WIRE, FIBERGLASS, OR EXPANDED METAL.
- CEMENTITIOUS MATERIALS, SAND AND AGGREGATES CEMENTITIOUS AND OTHER PACKAGED MATERIALS SHALL BE DELIVERED IN UNOPENED CONTAINERS, PLAINLY MARKED AND LABELED WITH MANUFACTURER'S NAMES AND BRANDS. CEMENTITIOUS MATERIAL SHALL BE STORED IN DRY, WEATHER TIGHT ENCLOSURES OR BE COMPLETELY COVERED. CEMENT SHALL BE HANDLED IN A MANNER THAT PREVENTS THE INCLUSION OF FOREIGN MATERIALS AND DAMAGE BY WATER OR DAMPNESS. SAND AND AGGREGATES SHALL BE STORED IN A MANNER TO PREVENT CONTAMINATION OR SEGREGATION.
- CELLS CONTAINING REINFORCING BARS SHALL BE FILLED WITH GROUT. BOND BEAMS SHALL BE FILLED WITH SALT GROUT.
- CLEAN OUT HOLES SHALL BE PROVIDED AT THE BOTTOM OF EVERY POUR IN CORES CONTAINING VERTICAL REINFORCEMENT WITHIN THE HEIGHT OF THE GROUT POUR EXCEEDS 24". A NEW SERIES OF CLEAN OUTS SHALL BE ESTABLISHED IF GROUTING OPERATIONS ARE STOPPED FOR MORE THAN 4 HOURS. CLEAN OUTS SHALL NOT BE LESS THAN 3/4 BY 4 INCH OPENINGS CUT FROM ONE FACE. SHELL, MANUFACTURER'S STANDARD OUTLET UNITS MAY BE USED AT THE CONTRACTOR'S OPTION. CLEAN OUT HOLES SHALL NOT BE CLOSED UNTIL MASONRY WORK REINFORCEMENT, AND FINAL CLEANING OF THE GROUT SPACES HAVE BEEN COMPLETED AND INSPECTED.
- JOINT REINFORCEMENT SHALL BE FACTORY FABRICATED FROM STEEL WIRE CONFORMING TO ASTM A82, WELDED CONSTRUCTION. TACK WELDING MUST NOT BE ACCEPTABLE IN REINFORCEMENT USED FOR WALL TIES. WIRE SHALL HAVE ZINC COATING CONFORMING TO ASTM A153, CLASS B-2. ALL WIRES SHALL BE A MINIMUM OF 3 GAUGE. REINFORCEMENT SHALL BE TRUSS TYPE STEEL, HAVING ONE LONGITUDINAL WIRE IN THE MORTAR BED OF EACH FACE SHELL FOR HOLLOW UNITS. JOINT REINFORCEMENT SHALL BE PLACED A MINIMUM OF 60 INCH COVER FROM EITHER FACE. JOINT REINFORCEMENT FOR STRAIGHT RUNS SHALL BE FURNISHED IN FLAT SECTIONS NOT LESS THAN 10 FEET LONG, AND PREFABRICATED SECTIONS SHALL BE INSTALLED AT CORNERS AND WALL INTERSECTIONS. REINFORCEMENT SHALL BE INSTALLED IN EVERY OTHER COURSE BED ABOVE GRADE, AND IN EACH BED COURSE BELOW GRADE. REINFORCEMENT SHALL BE LAPPED NOT LESS THAN 6 INCHES.
- REINFORCING STEEL BARS AND ROPS SHALL CONFORM TO ASTM A615, GRADE 60. ALL REINFORCING BARS SHALL BE LAPPED A MINIMUM OF 48 DIAMETERS OF THE REINFORCEMENT OR 25" STEEL REINFORCING BARS, COATED ANCHORS, TIES, AND JOINT REINFORCEMENT SHALL BE STORED ABOVE THE GROUND. STEEL REINFORCING BARS AND UNCOATED TIES SHALL BE FREE OF LOOSE MILL SCALE, RUST, SCALE, GREASE, MORTAR, GROUT, OR OTHER COATING WHICH MIGHT DESTROY OR REDUCE ITS BOND PRIOR TO PLACING GROUT. BARS WITH RIBS OR BENDS NOT SHOWN ON THE DRAWINGS SHALL NOT BE USED. REINFORCEMENT SHALL BE PLACED PRIOR TO GROUTING, UNLESS OTHERWISE INDICATED. VERTICAL WALL REINFORCEMENT SHALL EXTEND TO WITHIN 4 INCHES OF TOPS OF WALLS.
- VERTICAL BARS SHALL BE ACCURATELY PLACED WITHIN THE CELLS AT THE POSITIONS INDICATED ON THE DRAWINGS. A MINIMUM CLEARANCE OF 1/2 INCH SHALL BE MAINTAINED BETWEEN THE BARS AND MASONRY UNITS. MINIMUM CLEARANCE BETWEEN PARALLEL BARS SHALL BE ONE DIAMETER OF THE REINFORCEMENT. VERTICAL REINFORCING MAY BE HELD IN PLACE USING BAR POSITIONERS LOCATED NEAR THE ENDS OF EACH BAR AND AT INTERMEDIATE INTERVALS OF NOT MORE THAN 102 DIAMETERS OF THE REINFORCEMENT.
- BOND BEAMS SHALL BE FILLED WITH GROUT AND REINFORCED AS INDICATED ON THE DRAWINGS. GROUT BARRIERS SHALL BE INSTALLED UNDER BOND BEAM UNITS TO RETAIN THE GROUT AS REQUIRED. REINFORCEMENT SHALL BE CONTINUOUS, INCLUDING AROUND CORNERS, EXCEPT THROUGH CONTROL JOINTS OR EXPANSION JOINTS, UNLESS OTHERWISE INDICATED ON THE DRAWINGS, WHERE SPLICES ARE REQUIRED FOR CONTINUITY. REINFORCEMENT SHALL BE LAPPED 48 BAR DIAMETERS OR 25" A MINIMUM CLEARANCE OF 1/2 INCH SHALL BE MAINTAINED BETWEEN REINFORCEMENT AND INTERIOR FACES OF UNITS.
- THE EXTERIOR MASONRY BLOCK WALL SHALL HAVE A WEATHER SEALANT APPLIED. AFTER SEALANT IS APPLIED, EXTERIOR WALL SHALL BE PAINTED A COLOR TO BE DETERMINED BY THE OWNER.
- CRACK CONTROL & EXPANSION JOINTS FOR MASONRY SHALL BE LOCATED WHERE SHOWN ON THE PLANS. IF NO LOCATION IS INDICATED, SPACING SHALL NOT EXCEED THE FOLLOWING, WITH LOCATIONS AS DIRECTED BY THE ENGINEER/ARCHITECT:
CONCRETE MASONRY: 40'-0" MINIMUM
BRICK MASONRY: 40'-0" MINIMUM

STRUCTURAL MASONRY NOTES (CONTINUED)

GROUTING REQUIREMENTS:

- GROUT SHALL BE A PLASTIC MIX SUITABLE FOR PUMPING WITHOUT SEGREGATION OF THE CONSTITUENTS AND SHALL BE MIXED THOROUGHLY. GROUT SHALL BE PLACED BY PUMPING OR BY AN APPROVED ALTERNATE METHOD AND SHALL BE PLACED BEFORE ANY INITIAL SET OCCURS AND NOT MORE THAN 1 1/2 HOURS AFTER WATER HAS BEEN ADDED. GROUT SHALL BE CONSOLIDATED BY POUNDING OR MECHANICAL VIBRATING DURING PLACING AND RECONSOLIDATED AFTER EXCESS MOISTURE HAS BEEN ABSORBED BUT BEFORE PLASTICITY IS LOST. GROUT SHALL BE PUMPED THROUGH ALUMINUM PIPES.
- MAXIMUM POUR HEIGHTS AND THE MINIMUM DIMENSIONS OF SPACES PROVIDED FOR GROUT PLACEMENT SHALL CONFORM TO TABLE BELOW. GROUT SHALL BE POURED IN LIFTS OF 8-FOOT (2438 mm) MAXIMUM HEIGHT, WHERE A TOTAL GROUT HEIGHT EXCEEDS 8 FEET (2438 mm) IN HEIGHT. THE GROUT SHALL BE PLACED IN LIFTS NOT EXCEEDING 64 INCHES (1626 mm) AND SPECIAL INSPECTION DURING GROUTING SHALL BE REQUIRED. IF THE MORTAR IS STOPPED FOR 1 HOUR OR LONGER, THE HORIZONTAL CONSTRUCTION JOINTS SHALL BE FORMED BY STOPPING ALL TIERS AT THE SAME ELEVATION AND WITH THE GROUT 1 INCH (25 mm) BELOW THE TOP.

GROUT SPACE DIMENSIONS AND POUR HEIGHTS

GROUT TYPE	GROUT FOUR MAXIMUM HEIGHT (feet)	MAXIMUM WIDTH OF GROUT SPACES (Inches)	MINIMUM GROUT TO SPACE GROUTING SPACES (Inches x inches)
FINE	1	0.75	1.5 x 2
	5	2	2 x 3
	12	2.5	2.5 x 3
COURSE	1	1.5	1.5 x 3
	5	2	2.5 x 3
	12	2.5	3 x 3
	24	3	3 x 4

FOR USE IN: 1) 2x4 to 2x12 in. | 1'00" to 8'00" in.
 A. FOR GROUTING EXPOSED MASONRY UNITS.
 B. UNLESS SPECIFIED BY THE OWNER, BARRIERS BETWEEN POUR SPACES SHALL BE REINFORCED BY THE HORIZONTAL.

STRUCTURAL TIMBER NOTES

- STRUCTURAL DESIGN IS BASED UPON THE USE OF #2 SOUTHERN YELLOW PINE, STRUCTURAL GRADE #2, KD-19, WITH A MINIMUM Fp=1200 PSF FOR ALL STRUCTURAL MEMBERS. COMMON WALL FRAMING TO BE SPPF2.
- ALL NAILING REQUIREMENTS SHALL BE AS PER SBCI S810 10-69, APPENDIX E, UNLESS NOTED DIFFERENTLY ON THE DRAWINGS. NAILING REQUIREMENTS ARE IN ADDITION TO THE REQUIREMENTS OF SPECIFIED TIMBER CONNECTORS.
- ALL NAILING REQUIREMENTS LISTED ARE BASED UPON THE USE OF COMMON WIRE NAILS (NOT SINKERS, BOX, ETC.). ALTERNATIVE NAIL TYPES OF EQUIVALENT DIAMETERS MAY BE SUBSTITUTED, WITH PRIOR APPROVAL OF THE ENGINEER OF RECORD.
- TIMBER CONNECTIONS SHALL BE MADE WITH STRUCTURAL HANGERS AS MANUFACTURED BY SIMPSON COMPANY, OR PRE-APPROVED EQUIVALENT. ALL INSTALLATION WILL BE WITH NAIL TYPES AND SIZES AS REQUIRED BY THE MANUFACTURER TO DEVELOP THE FULL STRENGTH OF EACH CONNECTOR SPECIFIED.
- TIMBER DESIGNATED AS TREATED SHALL BE ACO RATED SUCH AS BOTTOM PLATES AND ANY WOOD WHICH COMES IN CONTACT WITH CONCRETE.
- METAL PLATES, CONNECTORS, SCREWS, BOLTS AND NAILS EXPOSED DIRECTLY TO THE WEATHER OR SUBJECT TO SALT CORROSION IN COASTAL AREAS, AS DETERMINED BY THE BUILDING OFFICIAL, SHALL BE STAINLESS STEEL, HOT DIPPED GALVANIZED AFTER THE FASTER OR CONNECTOR IS FABRICATED TO FORM A ZINC COATING NOT LESS THAN 1 OZ PER SQ FT, OR HOT DIPPED GALVANIZED WITH A MINIMUM COATING OF 1.8 OZ PER SQ FT OF STEEL, MEETING THE REQUIREMENTS OF ASTM A 90 TRIPLE SPOT TEST. ALSO REFER TO NOTES #5 & #6 IN "STRUCTURAL STEEL NOTES".
- LVL'S SHALL HAVE E=2,000,000 PSI AND Fp=2,800 PSIM/M.
- PSL'S SHALL HAVE E=2,000,000 PSI AND Fp=2,400 PSIM/M.
- NON-LAD BEARING WALLS TO BE CONSTRUCTED OF #2 SPRUCE-PINE-FIR OR AS PER IBC 2006 REQUIREMENTS. SEE ARCHITECTURAL PLANS FOR FURTHER INFORMATION.
- ALL WOOD ELEMENTS BELOW GFE SHALL BE FLOOD RESISTANT PER ICC 2015.

WINDOWS & DOORS

- WINDOWS AND DOORS SHOULD BE DESIGNED FOR A MINIMUM PRESSURE OF 55 PSF END ZONE PRESSURE AND 50 PSF INTERIOR ZONE PRESSURE.
- ATTACH WINDOWS TO STRUCTURE ACCORDING TO MANUFACTURER RECOMMENDATIONS.
- ALL WINDOWS TO BE IMPACT RATED PER IRC 2015.

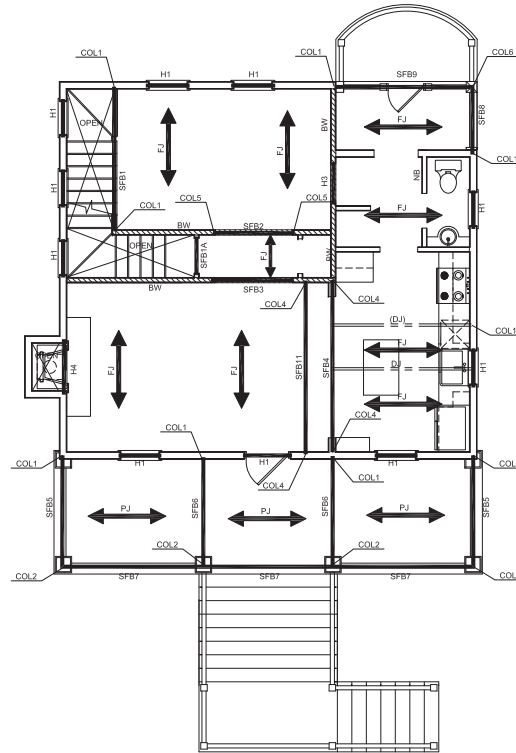
CASKIE ENGINEERING, LLC.
 P.O. BOX 22022 - CHARLESTON, SC, 29413
 PHONE 843-814-5598
 e-mail: steve@caskieengineering.com
 website: www.caskieengineering.com



GENERAL NOTES
 LAROCHE RESIDENCE
 3037 SEABROOK VILLAGE DRIVE,
 SEABROOK ISLAND, SC
 PROJECT NO. 10/24/19
 DRAWN BY: R.G.H.
 SHEET NO. 10/24/19

DATE	10/24/19
PROJECT	AS NOTED
DRAWN BY	R.G.H.
SHEET NO.	

GN1.0



FIRST FLOOR CEILING / SECOND FLOOR FRAMING PLAN

SCALE: N.T.S.

STRUCTURAL FRAMING NOTES

- UNLESS OTHERWISE NOTED ALL STRUCTURAL MEMBERS TO BE SYP#2
- TYPICAL FOR ALL POINT LOADS, ADD SOLID BLOCKING BETWEEN FLOOR DECKING.
- ADD DOUBLE JOISTS UNDER ALL PARALLEL WALLS, SOLID FULL-DEPTH BLOCKING REQUIRED UNDER ALL PERPENDICULAR PARTITIONS ABOVE TYPICAL.
- ANY VARIANCE BETWEEN THESE PRELIMINARY LAYOUTS AND THE FINAL PLANS WARRANT NOTIFICATION OF THE E.O.R. FOR COORDINATION OF BEARING AND TIE-DOWNS.
- FLOOR SYSTEM TO BE DESIGNED FOR L&B T.L. DEFLECTION @ TYP. AREAS & @ L/600 FOR TILED AREAS.
- ALL HEADERS TO HAVE (2) JACK STUDS AND (1) KING STUD EACH SIDE U.N.D.

SECOND FLOOR LEGEND

DESIGNATION	DESCRIPTION
FJ	2x12 SYP #2 FLOOR JOISTS @ 16" O.C.
PJ	2x8 PT. SYP #2 PORCH JOISTS @ 16" O.C.
BW	BEARING WALL
NB	NON-BEARING WALL
DJ	DOUBLE JOIST

SECOND FLOOR BEAM SCHEDULE

DESIGNATION	DESCRIPTION
SFB1	(2) 2 x 12 SYP #2
SFB1A	(2) 2 x 12 SYP #2
SFB2	(2) 2 x 12 SYP #2
SFB3	(2) 2 x 12 SYP #2
SFB4	(4) 2 x 12 SYP #2
SFB5	(3) 2 x 10 SYP #2
SFB6	(3) 2 x 10 SYP #2
SFB7	(3) 2 x 10 SYP #2
SFB8	(3) 2 x 12 SYP #2
SFB9	(3) 2 x 12 SYP #2
SFB10	NOT USED
SFB11	(2) 1 1/2" x 11 1/4" LVL

HEADER SCHEDULE

DESIGNATION	DESCRIPTION
H1	(3) 2x6, SYP #2
H2	(2) 2x6, SYP #2
H3	(2) 2x10, SYP #2
H4	(3) 2x10, SYP #2
H5	POWERS STEEL L INTEL PS-4W7 (1) #5 TOP & BOTTOM
H6	POWERS STEEL L INTEL PSK-16 W7 (1) #5 TOP & BOTTOM

- NOTES:
 1. ALL WOOD HEADERS SHALL HAVE (2) JACK STUDS AND (1) KING STUD UNDO.
 2. ALL HEADERS DROPPED UNDO.

COLUMN SCHEDULE

DESIGNATION	DESCRIPTION
COL1	(3) 2 x 6 SYP #2 or (4) 2x4
COL2	10"x10" PT. PRIME (OR EQUAL) RATED HOLLOW COLUMN
COL3	6 x 6 PT. SYP #2
COL4	5.25 x 5.25 1.8PSL COLUMN
COL5	(3) 2 x 4 SYP #2
COL6	HSS 5" x 5" x 1/4"
COL7	8"x10" GRD W/ (1) #5 PER CELL (2 TOTAL) W/ BOTH CELLS FILLED

OWNER OF RECORD
CASKIE ENGINEERING, LLC.
 P.O. BOX 22022 - CHARLESTON, SC, 29413
 PHONE 843-814-5598
 e-mail: steve@caskieengineering.com
 website: www.caskieengineering.com

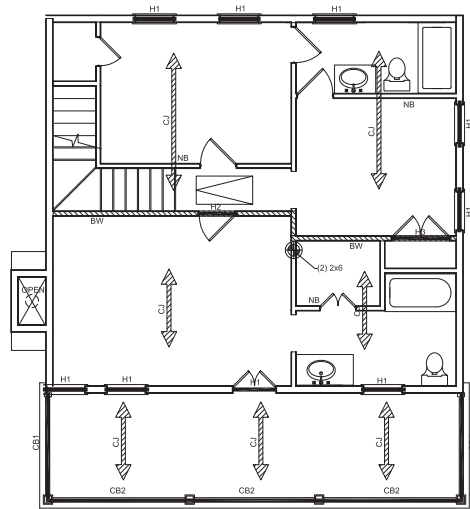


PROJECT: **La ROCHE RESIDENCE**
 LOCATION: **3037 SEABROOK VILLAGE DRIVE, SEABROOK ISLAND, SC**
 DRAWING TITLE: **FIRST FLOOR CEILING / SECOND FLOOR PLAN**

NO.	REVISION	DATE
1	ISSUED FOR PERMITS SET	10/24/19

DATE: 10/24/19
 SCALE: AS NOTED
 DRAWN BY: R.G.H.
 SHEET NO.:

S3.0



SECOND FLOOR CEILING PLAN
SCALE: N.T.S.

- STRUCTURAL FRAMING NOTES**
- UNLESS OTHERWISE NOTED, ALL STRUCTURAL MEMBER TO BE SYP#2
 - TYPICAL FOR ALL POINT LOADS, ADD SOLID BLOCKING BETWEEN FLOOR DECKING
 - ADD DOUBLE JOISTS UNDER ALL PARALLEL WALLS, SOLID FULL-DEPTH BLOCKING REQUIRED UNDER ALL PERPENDICULAR PARTITIONS ABOVE TYPICAL.
 - ANY VARIANCE BETWEEN THESE PRELIMINARY LAYOUTS AND THE FINAL PLANS WARRANT NOTIFICATION OF THE E.O.R. FOR COORDINATION OF BEARING AND TIE-DOWNS.
 - FLOOR SYSTEM TO BE DESIGNED FOR L480 T.L. DEFLECTION @ TYP. AREAS & @ U100 FOR TILED AREAS.
 - ALL HEADERS TO HAVE (2) JACK STUDS AND (1) KING STUD EACH SIDE U.N.O.

SECOND FLOOR CEILING LEGEND

DESIGNATION	DESCRIPTION
	2x6 SYP #2 CEILING JOISTS @ 16' O.C.
	BEARING WALL BELOW

CEILING BEAM SCHEDULE

DESIGNATION	DESCRIPTION
CB1	(2) 2 x 10 SYP #2
CB2	(3) 2 x 10 SYP #2

HEADER SCHEDULE

DESIGNATION	DESCRIPTION
H1	(3) 2x8, SYP #2
H2	(2) 2x8, SYP #2
H3	(2) 2x10, SYP #2
H4	(3) 2x10, SYP #2
H5	POWERS STEEL LTRITE, PS-BW / (1) #5 TOP & BOTTOM
H6	POWERS STEEL LTRITE, PSS-16 W / (1) #5 TOP & BOTTOM

NOTES:
1. ALL WOOD HEADERS SHALL HAVE (2) JACK STUDS AND (1) KING STUD UNO.
2. ALL HEADERS DROPPED UNO.

COLUMN SCHEDULE

DESIGNATION	DESCRIPTION
COL1	(3) 2 x 6 SYP #2 or (4) 2x4
COL2	10"x10" PT. PRIME (OR EQUAL) RATED HCL LOW COLUMN
COL3	6 x 6 PT. SYP #2
COL4	5.25 x 5.25 1.8PSL COLUMN
COL5	(3) 2 x 4 SYP #2
COL6	HSS 5"x 5"x 1/4"
COL7	8"x10" CHU W/ (1) #5 PER CELL (2 TOTAL) W/ BOTH CELLS FILLED

OWNER OF RECORD
CASKIE ENGINEERING, LLC.
P.O. BOX 22022 - CHARLESTON, SC, 29413
PHONE 843-814-5598
e-mail: steve@caskieengineering.com
website: www.caskieengineering.com

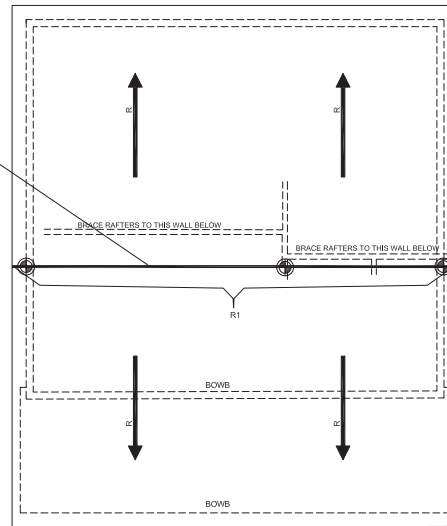


PROJECT: **LaROCHE RESIDENCE**
LOCATION: **3037 SEABROOK VILLAGE DRIVE, SEABROOK ISLAND, SC**
DRAWN BY: **WILLIAM S. CALKINS**
DATE: **10/24/19**
SCALE: **AS NOTED**

NO.	REVISION	DATE
1	ISSUED FOR PERMITS SET	10/24/19

S4.0

ADD 2x6 COLLAR TIES TO EVERY RAFTER PAIR—SEE DETAIL, SHEET S11.0



ROOF FRAMING PLAN
SCALE: N.T.S.

ROOF FRAMING NOTES

1. ANY VARIANCE BETWEEN THESE PRELIMINARY LAYOUTS AND THE FINAL PLANS WARRANT NOTIFICATION OF THE E.O.R. FOR COORDINATION OF BEARING AND TIE-DOWNS.
2. UNLESS OTHERWISE NOTED; ALL STRUCTURAL MEMBERS TO BE SPF #2 OR SYP #2.
3. ALL OPENINGS IN ROOF FOR MECHANICAL TO BE COORDINATED WITH ARCHITECT.
4. PROVIDE 2x6 COLLAR TIES AT EACH RAFTER SET W/ (5) 10# NAILS PER CONNECTION.
5. SEE ARCHITECTURAL PLANS FOR ALL OVERHANG DIMENSIONS AND ROOF SLOPES.
6. ALL HAND-FRAMED ROOFING/CEILING SHALL BE CONNECTED WITH SIMPSON-TYPE CONNECTORS OR APPROVED EQUAL - NO 2X2 LEDGERS ARE ALLOWED WITHOUT SPECIFIC APPROVAL.

ROOF LEGEND

DESIGNATION	DESCRIPTION
R	2x6 SYP #2 ROOF RAFTERS, 16" O.C.
BOWB	BEARING ON WALL BELOW
CF	OVER FRAME, SEE DETAIL, S13.0
⊕	COLUMN DOWN - (2) 2x6

ROOF BEAM SCHEDULE

DESIGNATION	DESCRIPTION
R1	(2) 1 1/2" x 11 7/8" LVL

RAFTER TIE DOWN SCHEDULE

LOCATION	TIEDOWN	REQ'D # STUDS
TYPICAL 2x RAFTER	H10 OR (1) H2.5 (OUTSIDE-OF-WALL)	MIN 2
TYPICAL HIP RAFTER	HCP2	MIN 3
TYPICAL VALLEY RAFTER	MTS 20	MIN 3
TYPICAL RIDGE	MTS 20	MIN 3
TYPICAL RB	LRU	MIN 3
RAFTER - RIDGE		

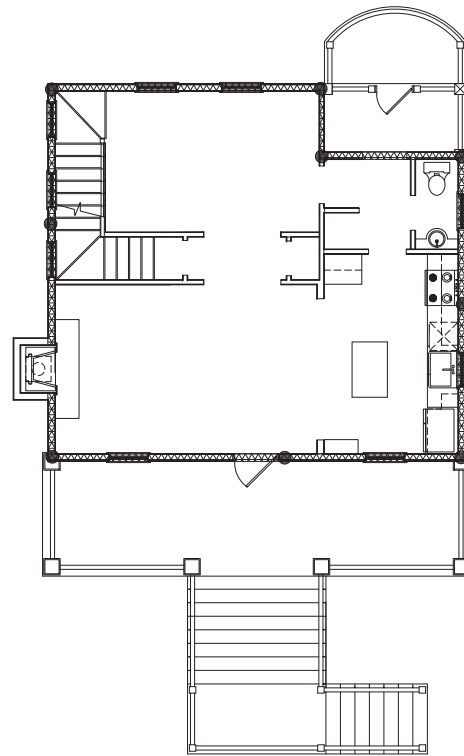
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CASKIE ENGINEERING, LLC.
P.O. BOX 22022 - CHARLESTON, SC, 29413
PHONE 843-814-5598
e-mail: steve@caskieengineering.com
website: www.caskieengineering.com



PROJECT: **LaROCHE RESIDENCE**
LOCATION: **3037 SEABROOK VILLAGE DRIVE, SEABROOK ISLAND, SC**
DRAWING TITLE: **ROOF FRAMING PLAN**

NO.	REVISION	DATE
1	ISSUED SET	10/24/19

DATE: 10/24/19
SCALE: AS NOTED
DRAWN BY: R.G.H.
SHEET NO.: **S5.0**



**FIRST FLOOR
SHEARWALL AND HOLD-DOWN LEGEND**

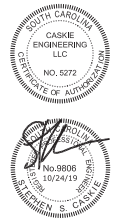
●	SIMPSON (1) HTS CONNECTOR INSTALLED ON MINIMUM (2) 1X4 #2 STUDS USING 1/8" Ø ANCH, WITH 7" EMBEDDED INTO CMU BOND BEAM.
XXXXXXXXXX	2x6 STUD WALL, STUDS @ 16" O.C. SHEATHED WITH 1/2" APA RATED, EXP. PLYWOOD SHEATHING, PERFORATED STYLE SHEARWALL, USE 90 BOND SHANK NAILS @ 12" O.C. IN FIELD & 3" O.C. AT PERIMETER & ALL EDGES. ALL SHEATHING EDGES TO BE FULLY BLOCKED.

NOTES:
STRUCTURE HAS BEEN DESIGNED ON RISK CATEGORY II, ASCE 7-16 EXPOSURE "C" 147 MPH ULTIMATE 3 SECOND GUST.

FIRST FLOOR SHEARWALL PLAN
SCALE: N.T.S.

OWNER'S RECORD

CASKIE ENGINEERING, LLC.
P.O. BOX 22022 - CHARLESTON, SC, 29413
PHONE 843-814-5598
e-mail: steve@caskieengineering.com
website: www.caskieengineering.com



PROJECT:

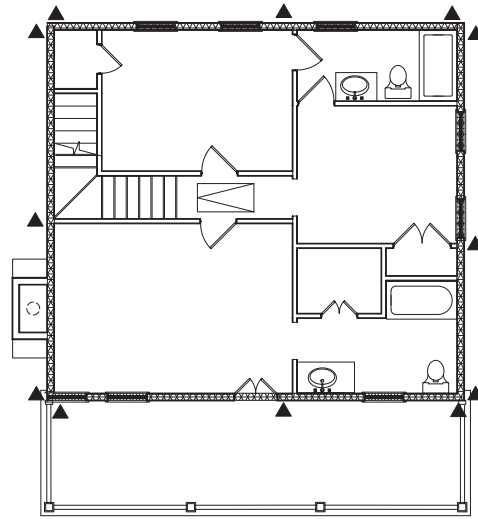
LaROCHE RESIDENCE
3037 SEABROOK VILLAGE DRIVE,
SEABROOK ISLAND, SC

DATE: 10/24/19

DRAWN BY: R.G.H.

SHEET NO.: S6.0

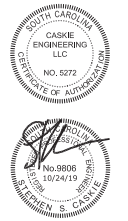
NO.	DATE	REVISION	BY	CHECKED	DATE



SECOND FLOOR SHEARWALL PLAN
SCALE: N.T.S.

SECOND FLOOR SHEARWALL AND HOLD-DOWN LEGEND	
▲	SIMPSON (2) CS-16 CONNECTOR INSTALLED ON MINIMUM (2) 2X4 STUDS TO OPPOSING (2) STUDS ON FIRST FLOOR CEILING.
XXXXXXXXXX	2x6 STUD WALL, STUDS @ 16" O.C. SHEATHED ON BOTH SIDES WITH 1/2" APA RATED, EXP. PR. PLYWOOD SHEATHING. PERFORATED STYLE SHEARWALL, USE 8d RING SHANK NAILS @ 6" O.C. IN FIELD & 3" O.C. AT PERIMETER & ALL EDGES. ALL SHEATHING EDGES TO BE FULLY BLOCKED.
NOTES: STRUCTURE HAS BEEN DESIGNED ON RISK CATEGORY II, ASCE 7-16 EXPOSURE 'C' 147 MPH ULTIMATE 3 SECOND GUST.	

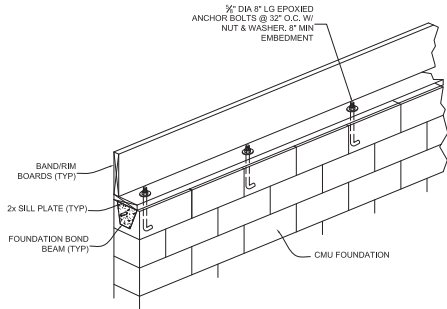
OWNER'S RECORD
CASKIE ENGINEERING, LLC.
 P.O. BOX 22022 - CHARLESTON, SC, 29413
 PHONE 843-814-5598
 e-mail: steve@caskieengineering.com
 website: www.caskieengineering.com



PROJECT: **LaRoche Residence**
 LOCATION: **3037 SEABROOK VILLAGE DRIVE, SEABROOK ISLAND, SC**
 DRAWING TITLE: **SECOND FLOOR SHEARWALL PLAN**

NO.	REVISION	DATE

DATE: 10/24/19
 SCALE: AS NOTED
 DRAWN BY: R.G.H.
 SHEET NO.: S7.0



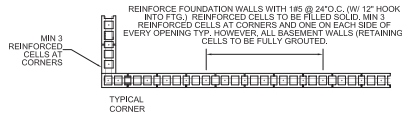
ISOMETRIC VIEW

NOTE:
 8" CMU RUNNING BOND, 9 GAUGE LADDER REINFORCING AT ALTERNATE COURSES: (1) #5 @ 24" O.C. VERTICAL IN FILLED CELL AND 12" FROM ALL CORNERS, 5/8" DIA ANCHOR BOLT W/ 8" EMBEDMENT SPACED @ 32" O.C., 12" FROM ALL CORNERS, OPENING & SILL SPLICES, (VENTS, CRAWL ACCESS, ECT.) PER ARCHITECTURAL PLANS, HORIZONTAL BOND BEAM AT TOP OF WALL W/ (2) #5 LONGITUDINAL IN FILLED CELL, BOND BEAM REQUIRED EVERY 4'-0" MAX VERTICALLY.

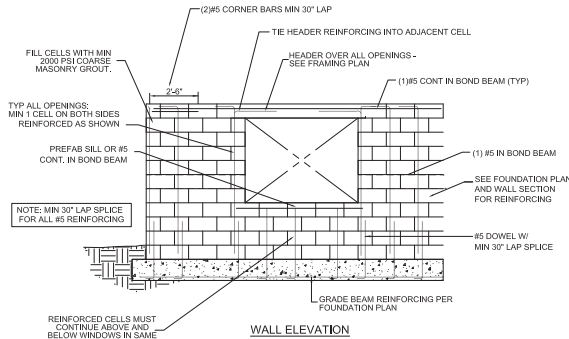
ALL CONNECTORS SPECIFIED IN THESE DRAWINGS ARE AS MANUFACTURED BY SIMPSON STRONG-TIE AND/OR USP CONNECTORS OR APPROVED EQUAL.

CMU WALL ANCHOR BOLT/ STRAP DETAIL

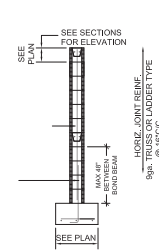
SCALE: N.T.S.



PLAN @ FOUNDATION WALL



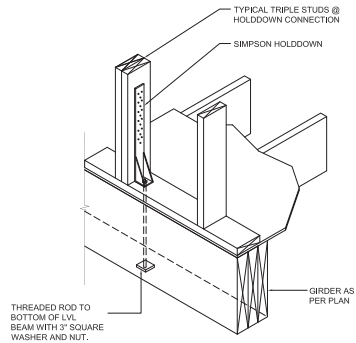
WALL ELEVATION



WALL SECTION

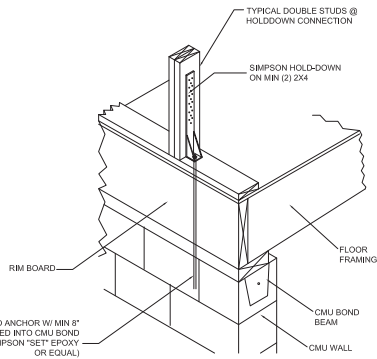
8" CMU WALL DETAILS

SCALE: N.T.S.



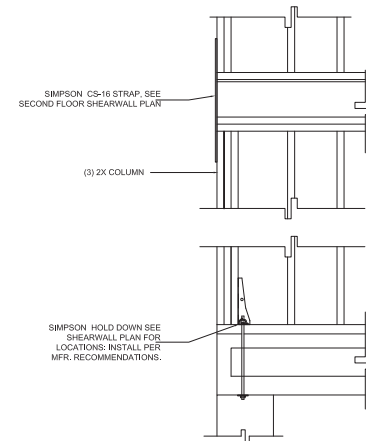
SHEARWALL TIEDOWN TO LVL DETAIL

SCALE: N.T.S.



HOLD DOWN DETAIL

SCALE: N.T.S.



1st & 2nd FLOOR HOLD DOWN DETAIL

SCALE: N.T.S.

CASKIE ENGINEERING, LLC.
 P.O. BOX 22022 - CHARLESTON, SC, 29413
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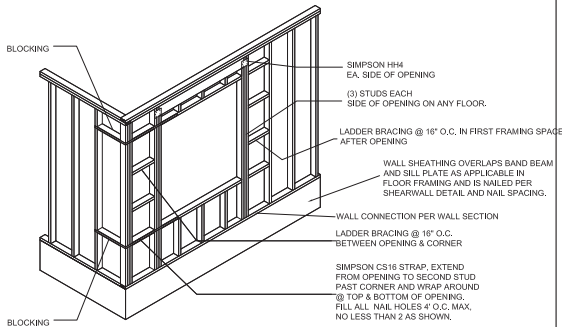


PROJECT: LaROCHE RESIDENCE
 LOCATION: 3037 SEABROOK VILLAGE DRIVE, SEABROOK ISLAND, SC
 DRAWING TITLE: HOLD-DOWN DETAILS

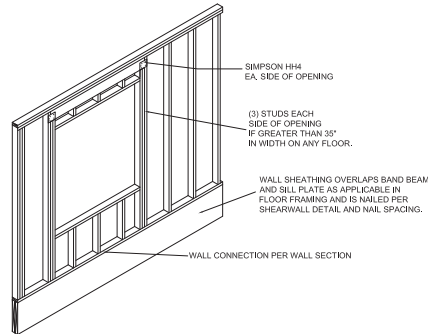
NO.	DATE	DESCRIPTION

DATE: 10/24/19
 SCALE: AS NOTED
 DRAWN BY: R.G.H.
 SHEET NO.

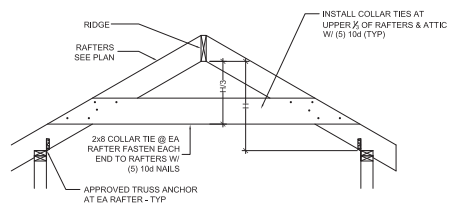
S9.0



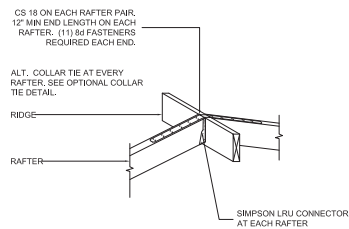
**WALL BRACING @ ALL OPENINGS
WITHIN 48" OF ALL CORNERS**
SCALE: N.T.S.



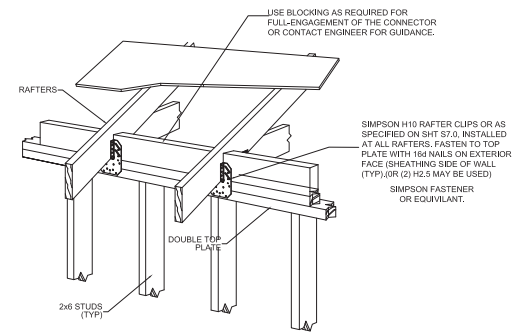
**WALL BRACING @ ALL OPENINGS GREATER
THAN 48" FROM CORNERS**
SCALE: N.T.S.



COLLAR TIE DETAIL
SCALE: N.T.S.



RAFTER / RIDGE CONNECTION DETAIL
SCALE: N.T.S.



RAFTER CONNECTION DETAIL
SCALE: N.T.S.

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CASKIE ENGINEERING, LLC.
P.O. BOX 22022 - CHARLESTON, SC, 29413
PHONE 843-814-5598
e-mail: steve@caskieengineering.com
website: www.caskieengineering.com



PROJECT: **LaRoche Residence**
LOCATION: **3037 Seabrook Village Drive, Seabrook Island, SC**
DRAWING TITLE: **FRAMING PLANS**

NO.	DATE	DESCRIPTION

DATE: 10/24/19
SCALE: AS NOTED
DRAWN BY: R.G.H.
SHEET NO.:

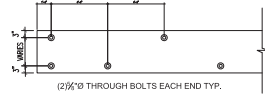
S11.0

NOTE: SIMPSON SDS SCREWS MAY BE SUBSTITUTED PER SIMPSON GUIDELINES.

4 PLY LVL GIRDER PER PLAN
 1/2" THROUGH BOLTS AT 16" O.C. STAGGERED TYP.
 2" WASHERS AND NUTS TYP EACH SIDE



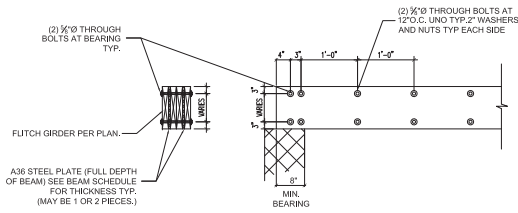
SECTION VIEW



SIDE VIEW

3 PLY / 4 PLY BEAM BOLTED DETAIL

SCALE: N.T.S.

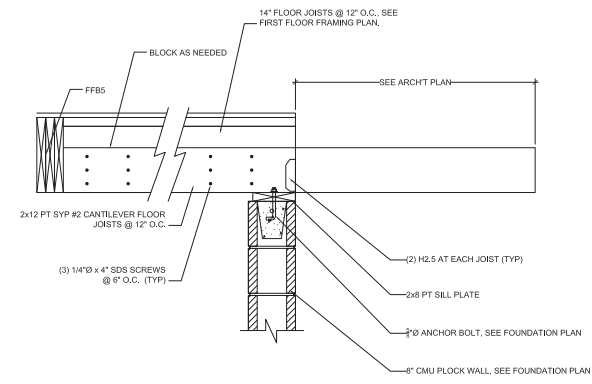


SECTION VIEW

SIDE VIEW

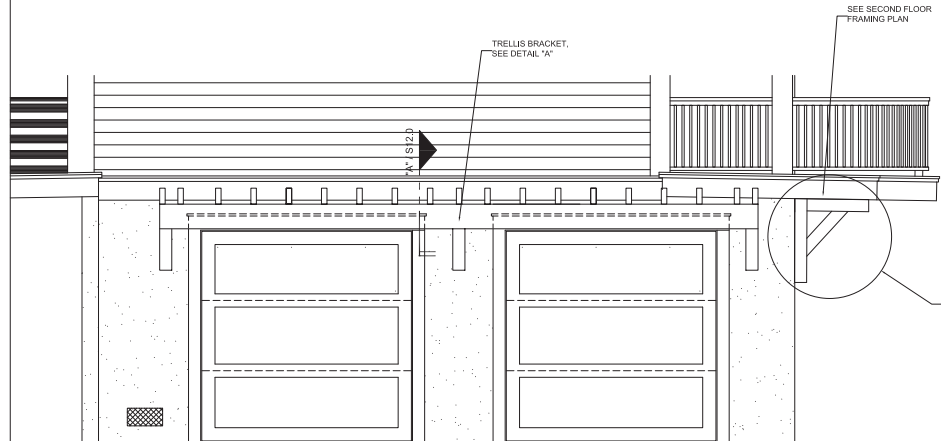
FLITCH BEAM DETAIL

SCALE: N.T.S.



DETAIL @ FF GRILL PORCH

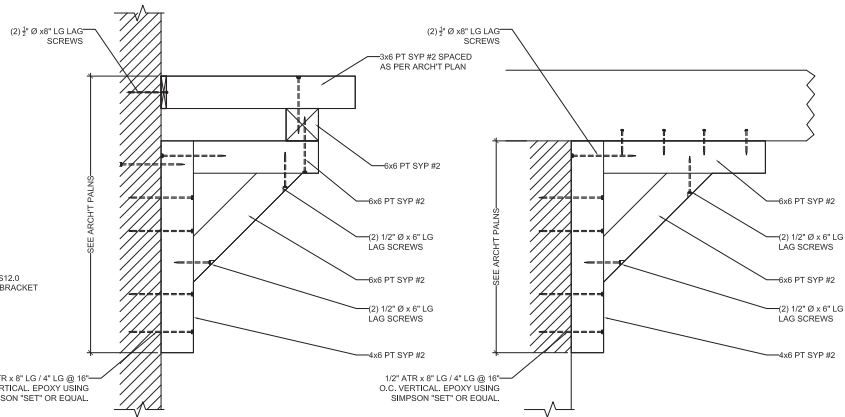
SCALE: N.T.S.



BRACKETS AT GRILLING PORCH & TRELLIS

SCALE: N.T.S.

FOR BRACKET DESIGN AND DIMENSIONS SEE ARCHITECTS DRAWINGS
 COUNTER SINK ALL HOLES AS REQUIRED



DETAIL "A" BRACKET @ TRELLIS @ GARAGE

SCALE: N.T.S.

DETAIL "B" BRACKET @ CANTILEVER

SCALE: N.T.S.

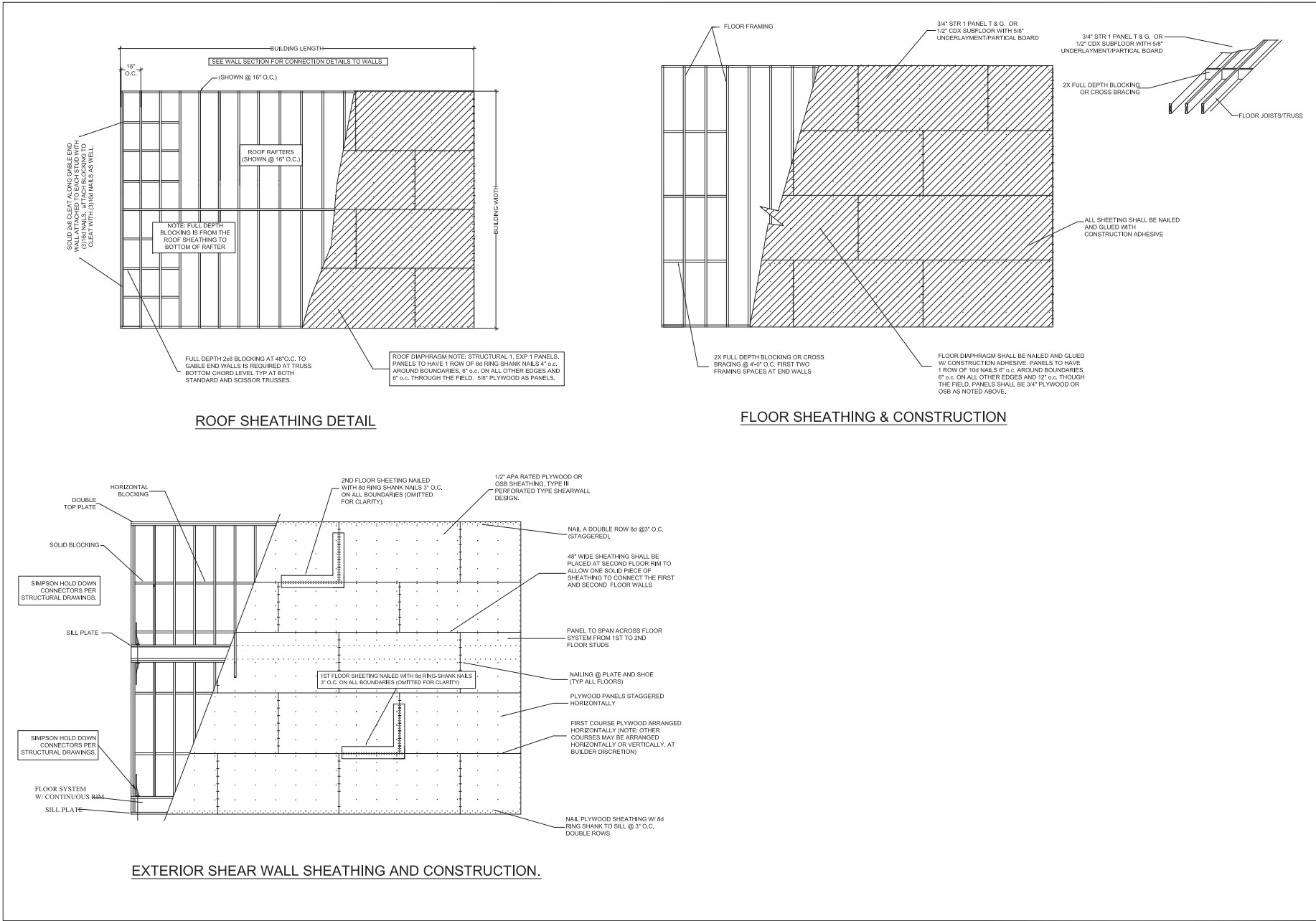
CASKIE ENGINEERING, LLC.
 P.O. BOX 22022 - CHARLESTON, SC 29413
 PHONE 843-814-5598
 e-mail: steve@caskieengineering.com
 website: www.caskieengineering.com



LaRoche Residence
 3037 SEABROOK VILLAGE DRIVE,
 SEABROOK ISLAND, SC
 FRAMING PLANS

DATE	10/24/19
SCALE	AS NOTED
DRAWN BY	R.G.H.
CHECKED BY	
DATE	
SCALE	
PROJECT	
NO.	

S12.0



OWNER OF RECORD
CASKIE ENGINEERING, LLC.
 P.O. BOX 22022 - CHARLESTON, SC, 29413
 PHONE 843-814-5598
 e-mail: steve@caskieengineering.com
 website: www.caskieengineering.com



PROJECT: **LaRoche Residence**
 LOCATION: **3037 SEABROOK VILLAGE DRIVE, SEABROOK ISLAND, SC**
 DRAWING TITLE: **SHEATHING DETAILS**

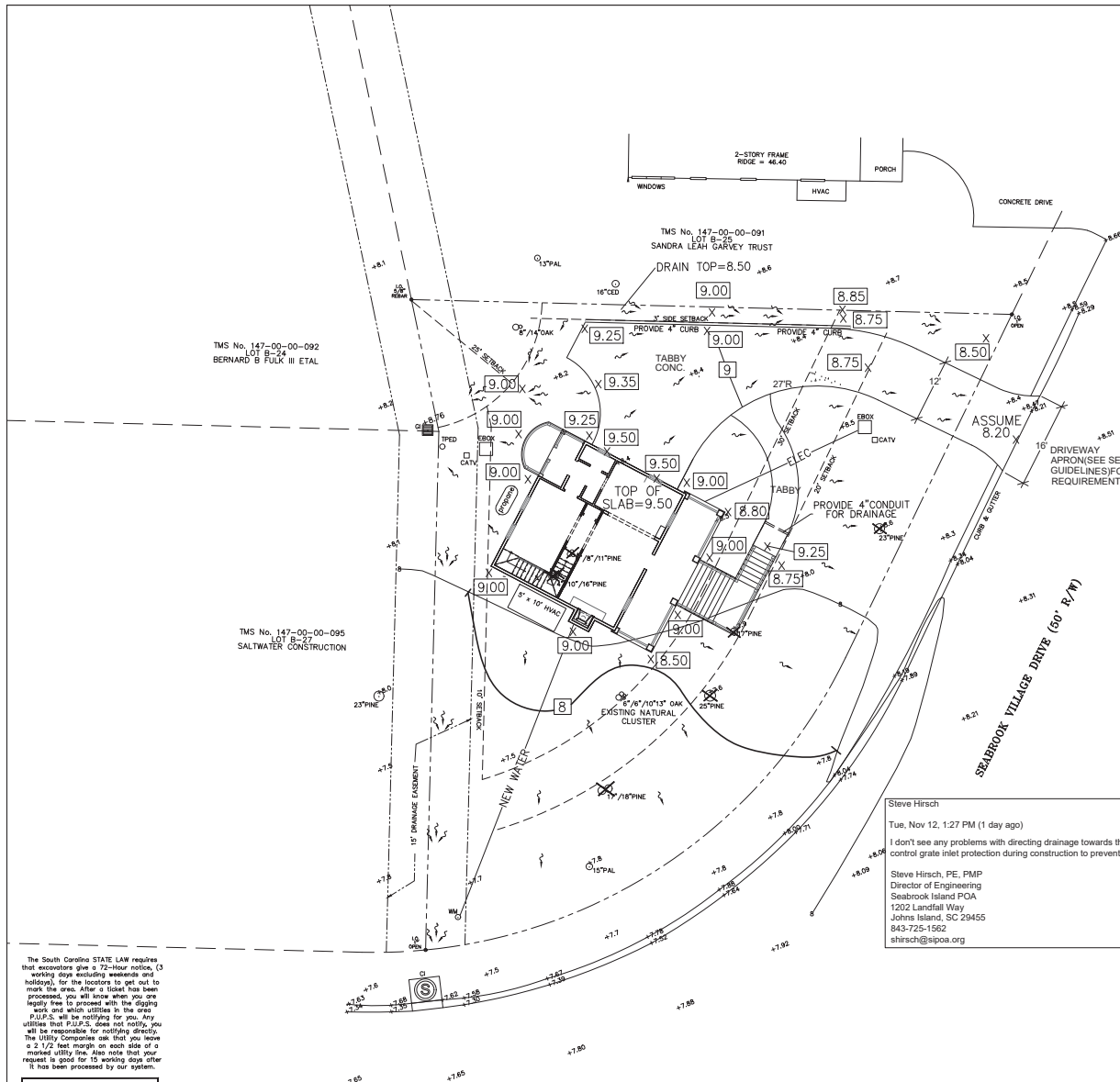
NO.	REVISION	DATE

DATE: 10/24/19
 SCALE: AS NOTED
 DRAWN BY: R.G.H.
 SHEET NO.:

S14.0



LAROCHE RESIDENCE
3037 SEABROOK VILLAGE DRIVE
SEABROOK, S.C.



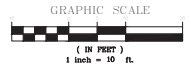
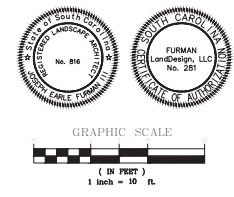
LEGEND

23" PINE	EXISTING TREES
X 15" PINE	TREES TO BE REMOVED
+8.6	EXISTING ELEVATIONS
X 9.50	FINISHED GRADES
9	FINISHED CONTOURS
- - -	EX. CONTOURS
~	NEW DRAINAGE FLOW
X X X	TREE BARRICADE
○	SILT FENCE
— NS —	NEW SEWER
— NW —	NEW WATER
— ELEC —	ELECTRICITY

Steve Hirsch
Tue, Nov 12, 1:27 PM (1 day ago)
I don't see any problems with directing drainage towards the existing grate inlet. Please use some sort of sediment and erosion control grate inlet protection during construction to prevent sediment from entering the stormwater system.

Steve Hirsch, PE, PMP
Director of Engineering
Seabrook Island POA
1202 Landfall Way
Johns Island, SC 29455
843-725-1562
shirsch@sipos.org

The South Carolina STATE LAW requires that excavators give a 72-hour notice, (3 working days excluding weekends and holidays), for the locators to get out to mark the area. After a ticket has been processed, you will know when you are ready to proceed with the digging work and which utilities in the area P.U.P.S. will be marking for you. Any utilities that P.U.P.S. does not notify, you will be responsible for notifying directly. The Utility Companies are that you have a 2 1/2 feet margin on each side of a marked utility line. Also note that your request is good for 15 working days after it has been processed by our system.



Revision: Date:

·	9/10/19
·	9/25/19
·	10/15/19
·	11/13/19

GRADING PLAN
1

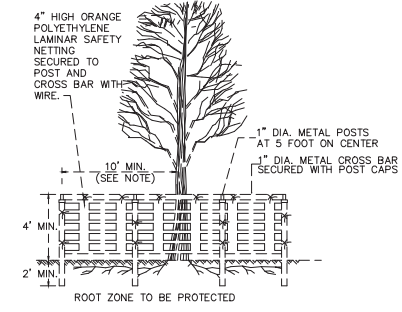
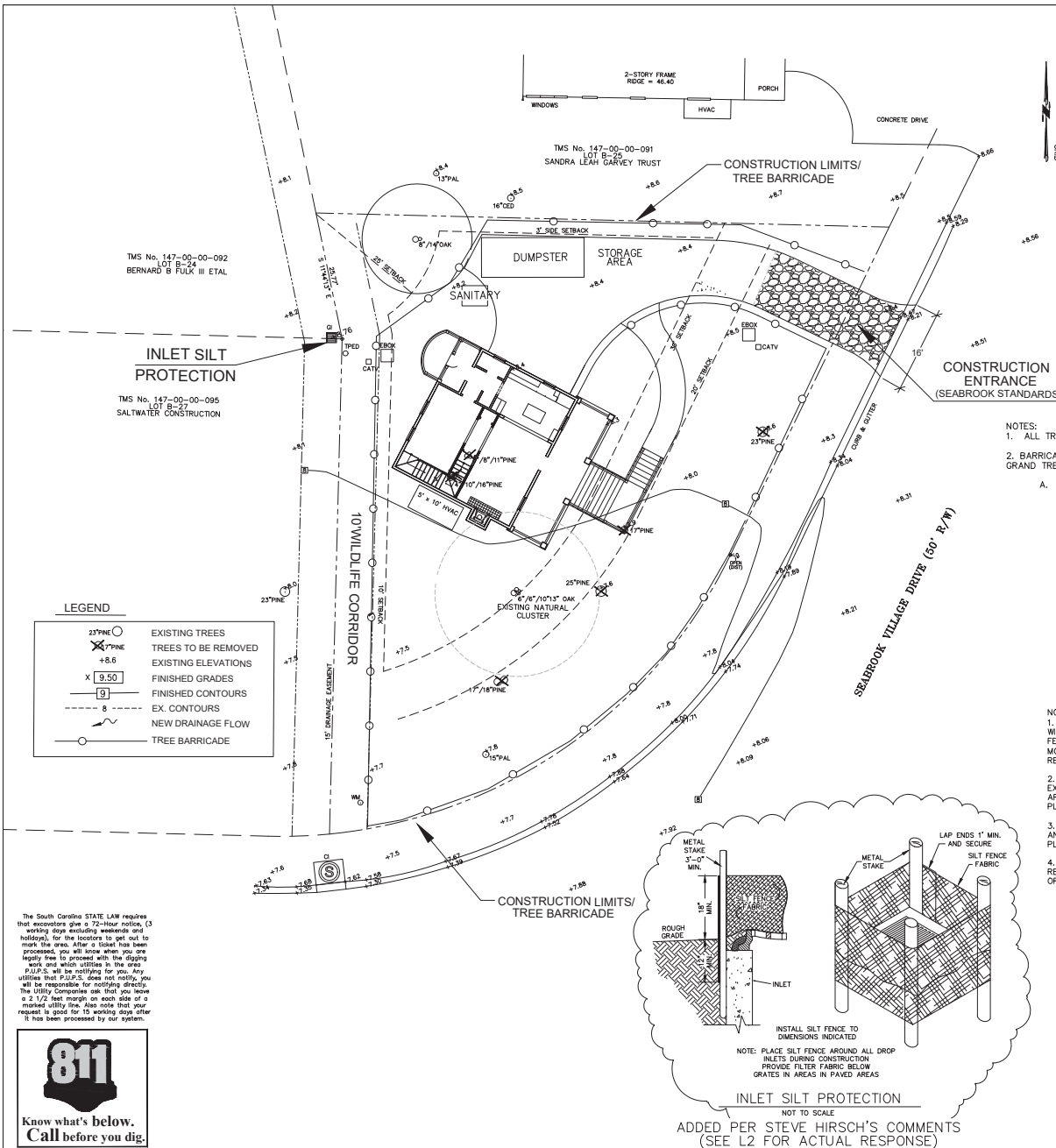


LAROCHE RESIDENCE
3037 SEABROOK VILLAGE DRIVE
SEABROOK, S.C.

Revision:	Date:
.	9/10/19
.	9/25/19
.	10/13/19
.	10/15/19
.	11/13/19

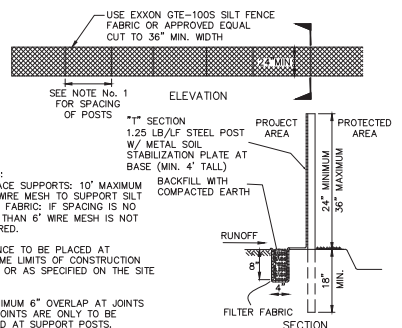
EROSION CONTROL/
UTILITY PLAN

1



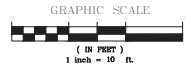
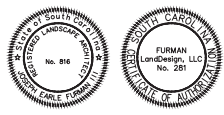
- NOTES:
- ALL TREE PROTECTION BARRICADES MUST HAVE TWO HORIZONTAL CROSS RAILS.
 - BARRICADES SHALL BE ERECTED AT A MINIMUM DISTANCE FROM THE BASE OF PROTECTED TREES AND GRAD TREES ACCORDING TO THE FOLLOWING STANDARDS:
 - SEE PLANS FOR LOCATION OF ORANGE FABRIC PROTECTION.

TREE BARRICADE/PROTECTION DETAIL
NOT TO SCALE



- NOTES:
- SPACE SUPPORTS: 10' MAXIMUM WITH WIRE MESH TO SUPPORT SILT FENCE FABRIC; IF SPACING IS NO MORE THAN 6' WIRE MESH IS NOT REQUIRED.
 - FENCE TO BE PLACED AT EXTREME LIMITS OF CONSTRUCTION AREA, OR AS SPECIFIED ON THE SITE PLAN.
 - MINIMUM 6" OVERLAP AT JOINTS AND JOINTS ARE ONLY TO BE PLACED AT SUPPORT POSTS.
 - DOUBLE ROW OF FENCING REQUIRED AROUND ALL WETLANDS OR OTHER WQS.

TYPICAL SILT FENCE
(USE AS REQUIRED BY SIPOA)



LEGEND

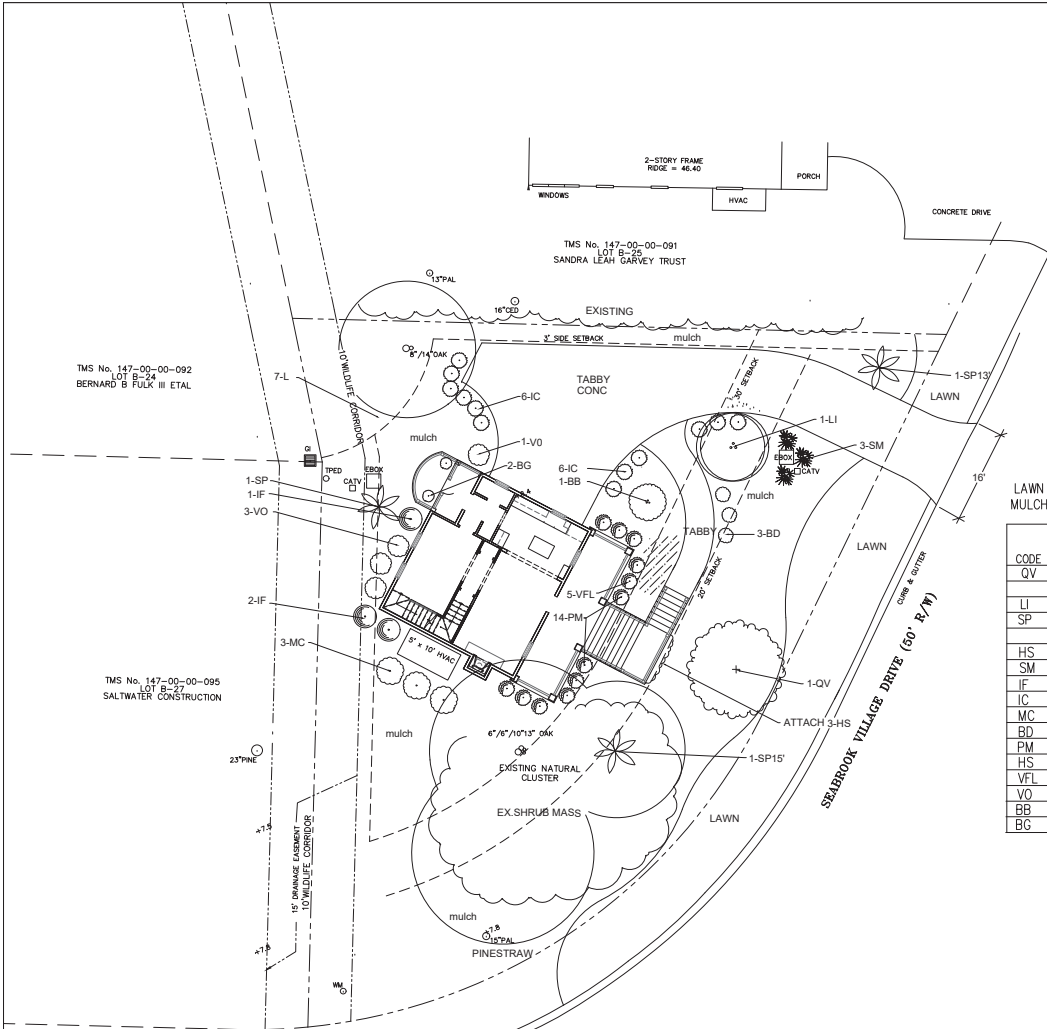
23" PINE	EXISTING TREES
X 17" PINE	TREES TO BE REMOVED
+8.6	EXISTING ELEVATIONS
9.50	FINISHED GRADES
9	FINISHED CONTOURS
8	EX. CONTOURS
(wavy line)	NEW DRAINAGE FLOW
(dashed line)	TREE BARRICADE

The South Carolina STATE LAW requires that excavators give a 72-hour notice, (3 working days excluding weekends and holidays), for the locators to get out to mark the area. After a ticket has been processed, you will know when you are ready to proceed with the digging work and which utilities to the area. P.U.P.S. will be notifying for you. Any utilities that P.U.P.S. does not notify, you will be responsible for notifying directly. The Utility Companies are that you know a 2 1/2 feet margin on each side of a marked utility line. Also note that your request is good for 15 working days after it has been processed by our system.





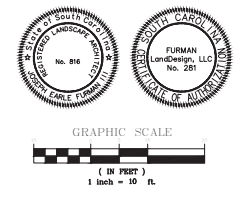
LAROCHE RESIDENCE
 3037 SEABROOK VILLAGE DRIVE
 SEABROOK, S.C.



LAWN MULCH BERMUDA SOD
 4" PINESTRAW
 NOTE: CONTRACTOR TO VERIFY COUNTS FROM ACTUAL PLAN.

PLANT SCHEDULE				
CODE	TREES	COMMON NAME	HEIGHT/SIZE	QUANTITY
QV	QUERCUS VIRGINIANA	LIVE OAK	4" CAL. W.CHARACTER	
LI	LAGERSTROEMIA INDICA	NATCHEZ CRAPE MYRTLE	8-9"HT	
SP	SABAL PALMETTO	PALMETTO	SEE PLAN	
	S H R U B S			
HS	LONICERA	HONEY SUCKLE	3 GAL.	
SM	SABAL PALMETTO	DWF. PALMETTO	3 GAL.	
IF	ILLICUM FLORIDANUM	FLORIDA ANISE	15 GAL	
IC	ILEX CARISSA	CARISSA HOLLY	3 GAL	
MC	MERICIA CERIFERA	WAX MYRTLE	15 GAL	
BD	BUDDLEA LO AND BEHOLD MIX COLORS	DWF. BUTTERFLY BUSH	3 GAL.	
PM	PODOCARPUS MACROPHYLLA	JAP. YEW	15 GAL.	
HS	HONEY SUCKLE	HONEY SUCKLE VINE	3 GAL.	
VFL	VARIEGATED FLAX LILY	VAR. FLAX LILY	1 GAL	
VO	VIBURNUM ODORATISSIMA	SWEET VIBURNUM	7 GAL	
BB	CALLISTEMON RIGIDUS	BOTTLEBRUSH	30 GAL.	
BG	BUXUS GLOBES	GLOBE BOXWOOD	7 GAL.	

The South Carolina STATE LAW requires that excavators give a 72-hour notice, (3 working days excluding weekends and holidays), for the locators to get out to mark the area. After a ticket has been processed, you will know when you are ready to proceed with the digging work and which utilities to the area P.U.F.S. will be notifying for you. Any utilities that P.U.F.S. does not notify, you will be responsible for notifying directly. The Utility Companies are that you have a 2 1/2 feet margin on each side of a marked utility line. Also note that your request is good for 15 working days after it has been processed by our system.



Revision:	Date:
.	9/10/19
.	10/3/19
.	10/15/19
.	11/13/19

LANDSCAPE PLAN
 1

Town of Seabrook Island 2020 Meeting Dates (DRAFT)

	4 th Tue. @ 2:30 PM	2 nd Tue. @ 1:00 PM	2 nd Wed. @ 1:30 PM	3 rd Wed. @ 9:30 AM
Month	Town Council	Ways & Means	Planning Commission	Utility Commission
January	Jan. 28, 2020	Jan. 14, 2020	Jan. 8, 2020	Jan. 22, 2020
February	Feb. 25, 2020	Feb. 11, 2020	Feb. 12, 2020	Feb. 19, 2020
March	Mar. 24, 2020	Mar. 10, 2020	Mar. 11, 2020	Mar. 18, 2020
April	Apr. 28, 2020	Apr. 14, 2020	Apr. 8, 2020	Apr. 15, 2020
May	May 26, 2020	May 12, 2020	May 13, 2020	May 20, 2020
June	Jun. 23, 2020	Jun. 9, 2020	Jun. 10, 2020	Jun. 17, 2020
July	Jul. 28, 2020	Jul. 14, 2020	Jul. 8, 2020	Jul. 15, 2020
August	Aug. 25, 2020	Aug. 11, 2020	Aug. 12, 2020	Aug. 19, 2020
September	Sep. 22, 2020	Sep. 8, 2020	Sep. 9, 2020	Sep. 16, 2020
October	Oct. 27, 2020	Oct. 13, 2020	Oct. 14, 2020	Oct. 21, 2020
November	Nov. 17, 2020*	Nov. 10, 2020	Nov. 4, 2020*	Nov. 18, 2020
December	Dec. 15, 2020*	Dec. 8, 2020	Dec. 9, 2020	Dec. 16, 2020

* Denotes a date change due to proximity to a Town Holiday

Accommodations Tax Committee
Meetings dates will be scheduled by the Chair as needed.

Board of Zoning Appeals
Meetings dates will be scheduled by the Chair as needed.

Public Safety Committee
Meetings dates will be scheduled by the Chair as needed.

Meeting agendas will be posted on the town's website (www.townofseabrookisland.org) at least 24 hours prior to each meeting. All meetings will take place at Seabrook Island Town Hall, 2001 Seabrook Island Road, Seabrook Island, SC 29455, unless otherwise noted.

For more information, or to be added to the Town of Seabrook Island's agenda distribution list, please contact: Faye Allbritton (Town Clerk/Treasurer) by phone at (843) 768-9121 or by email at fallbritton@townofseabrookisland.org.

11/13/19

SIPOA Gatehouse Sign proposal

The proposal, filed with the TOSI some months ago, is to complete the SIPOA gatehouse/gateway project by erecting modern signs to replace the sign board removed in 2016.

The whole gatehouse/gateway project started in 2013; it was planned and executed by a Gateway Committee organized by SIPOA's Long Range Planning Committee. The team, led by SIPOA, included representatives from the SI Club, TOSI and selected property owners and staff. The building was completed in 2016; subsequent projects have updated the Gate Access software and entry processes, reducing visitor/renter waiting times outside the Gate during peak weekends in the summer. During the construction process, the Gateway Committee authorized installation of underground electrical/data wiring and conduits from the building to the entry and exit roadsides in anticipation of installing electronic community message boards. At the time the building was finished, we began researching modern electronic message systems that would best serve our needs. We contacted other communities to evaluate systems they were using, and most recently contacted Kiawah about their signs, which are the newest technology of those we researched. Being that the SIPOA and Kiawah communities share similar aesthetic and environmental concerns and sensitivities, we plan to build on Kiawah's successful system, and use the same technology.

Two displays are planned, one on the inbound lane, one on the outbound lane. Both will be powered from the Gatehouse power system and connected to the emergency generator, so that they are operational during emergencies when BEC power is off. This has become a routine occurrence during hurricane evacuations. The units would have been invaluable during Dorian, for instance, to advise of State of Emergency conditions, timing of permitted access to island, contractor restrictions etc. There is no other community bulletin board available to property owners, not at Town Hall, nor any other SIPOA or SI Club facility.

Other than emergency conditions, the outbound display will incorporate a radar speed display, freeing up one of SIPOA's portable units to be redeployed in high traffic areas of Seabrook Island. Routine messages we plan to display will be similar to those that posted on the (unreadable) old sign board; community meetings, events, conditions and similar information.

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 10.2 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.
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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

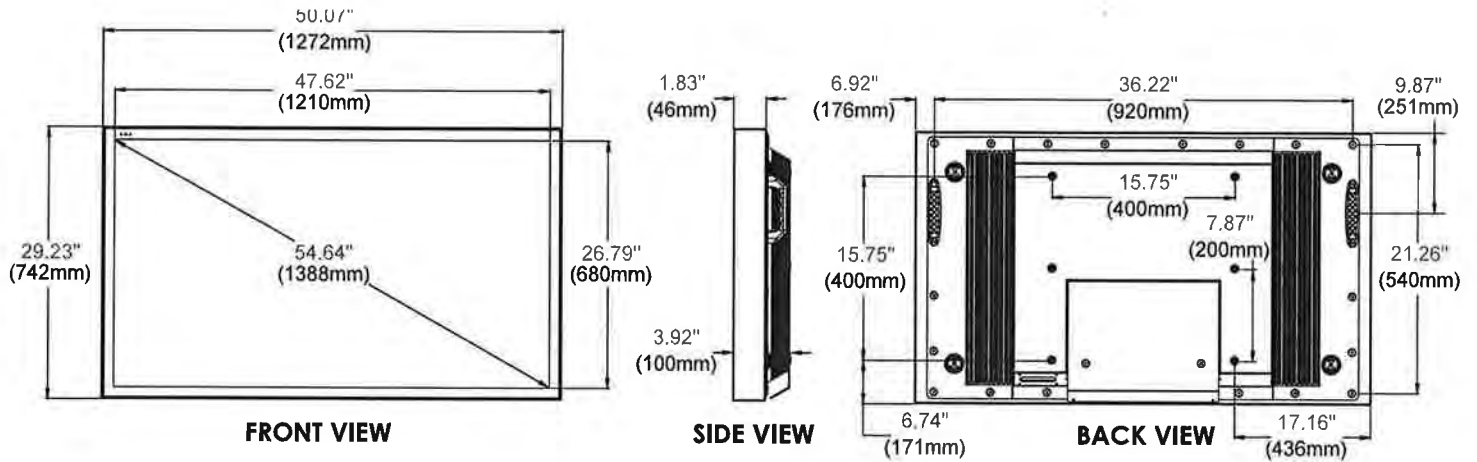
The SXOBH-55-XTR Sunlight Readable Waterproof LCD monitor/TV represents the most advanced technology available today. The Optically Bonded high-brightness (2,500 nits) screen enables users to see clear, sharp video images even with bright sunlight directly on the screen. The Anti-Reflective, UV-protective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

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)

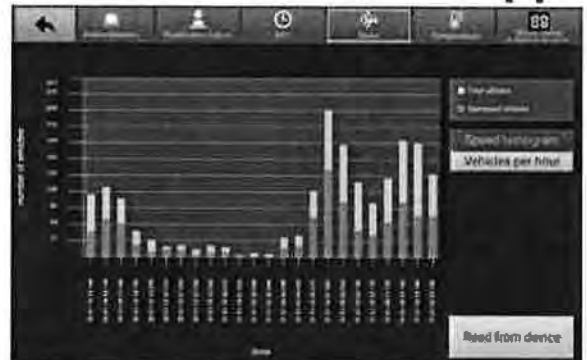
Mechanical Information

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

Secure Locking Mount



Command Console App



Deploy in any weather





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







Kiawah Island

Welcome Home
to Kiawah Island

www.kiawah.com



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.

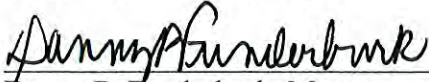
SECTION II. Severability. If any section, subsection, paragraph, clause, or provision of this ordinance shall be deemed to be unconstitutional, unenforceable, or otherwise invalid by the final decision of a court of competent jurisdiction, the validity of the remaining sections, subsections, paragraphs, 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.

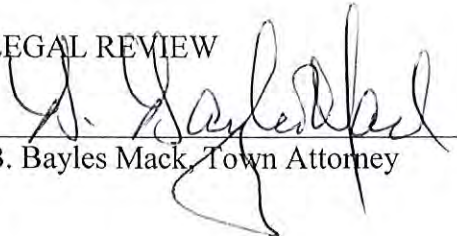
SECTION IV. Effective Date. This ordinance shall take effect upon adoption by the Town Council.

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



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: Encroachment Permit for 200-Unit Senior Living Facility on Seabrook Island Road

DATE: November 22, 2019

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. By a vote of 3-1, the Planning Commission voted to approve the granting of an encroachment permit, subject to nine conditions.

On October 19, 2019, the Applicant filed a Notice of Appeal in the Charleston County Court of Common Pleas (hereafter, the “Court”) against the Town and its Planning Commission (Case No. 2018-CP-10-5041), pursuant to Sec. 6-29-1150(D)(1) of the S.C. Code of Laws, whereby the Applicant took exception to each of the nine conditions imposed by the Planning Commission.

On January 24, 2019, the parties participated in a Pre-Litigation Mediation held pursuant to Sec. 6-29-1155 of the S.C. Code of Laws. At the conclusion of the mediation session, the parties entered into a Memorandum of Understanding (hereafter, the “MOU”) which set forth in general terms the resolution of the parties with respect to the Applicant’s objection to the conditions imposed by the Planning Commission.

Over a period of several months, the parties formalized the general terms of the MOU into an official Settlement Agreement (hereafter, the “Settlement Agreement”). The Settlement Agreement was

subsequently approved by ordinance of Seabrook Island Town Council on September 24, 2019 (Ordinance No. 2019-10). Upon approval and execution by all signatories, the Settlement Agreement was submitted to the Court for review and approval.

Having reviewed the proposed Settlement Agreement and the Joint Motion to Approve the Settlement Agreement, the Court found that the settlement was a fair, just, and equitable resolution of this dispute, was in the best interest of all the parties, and had a rational basis in accordance with the standards of the South Carolina Local Government Comprehensive Planning Enabling Act of 1994 in accordance with S.C. Code Ann. § 6-29-1155(G). The Court, therefore, approved the Settlement Agreement by Order issued on October 30, 2019.

At this time, the Applicant's encroachment permit application is hereby APPROVED and attached hereto as "Exhibit A." The Applicant's encroachment permit application and associated construction plans are attached hereto as "Exhibit B." This encroachment permit shall be subject to all terms and conditions of the Settlement Agreement, which, along with the Consent Order, are attached hereto as "Exhibit C."

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: John Gregg – 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

Exhibit A
To Encroachment Permit

Signed Encroachment Permit Form

APPLICATION FOR ENCROACHMENT PERMIT
Town of Seabrook Island

Street or Road: Seabrook Island Rd Subdivision: Freshfields Village Date: July 16, 2018

The undersigned applicant (owner) hereby applies to the Town of Seabrook Island for a permit to encroach on a public right-of-way.

(Attach a print of the sketch of plan to each copy of this form)



(Applicant [Owner's (Signature)

July 16, 2018

(Date)

AS AGENT FOR

ATLANTIC PARTNERS II, LLC

ENCROACHMENT PERMIT PERMIT

No: EP 2019-01

Issued to: (Name) Atlantic Partners II, LLC Street or Road: Seabrook Island Rd.

Address: One Kiawah Island Parkway Subdivision: Freshfields Village

Kiawah Island, SC 29455

Telephone No: 843-768-3418

In Compliance with your request and subject to all the provisions, terms, conditions, and restrictions written herein, you are authorized and permitted to:

Construct a new driveway, as well as associated off-site road improvements (as shown on the attached construction plans) to provide access to and from Seabrook Island Road for a new 200-unit senior living facility. This encroachment permit shall be subject to all terms and conditions outlined on the following page, as well as the attached Settlement Agreement.

Town of Seabrook Island

By: 

Date: November 22, 2019

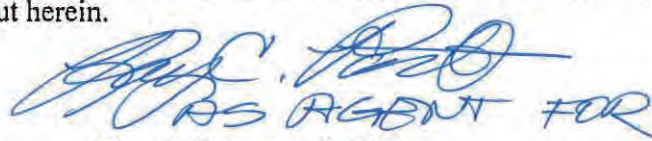
Zoning Administrator, Town of Seabrook Island

(Note) This form is to be submitted to the Zoning Administrator, Town of Seabrook Island. When submitting the form the applicant shall sign the application for the encroachment permit and acceptance of the provision, etc on the back.

Provisions, Terms, Conditions and Restrictions

1. **PERMITTEE:** The word "Permittee" used herein shall mean the name of the person, firm or corporation to whom this permit is issued, his, her, its heirs, successors, and assigns.
2. **FUTURE MOVING OF ENCROACHMENT:** If, in the opinion of The Town of Seabrook Island it should become necessary to relocate or remove the encroachment, or any part thereof contemplated herein, on account of improvements, relocation or widening of the road or street, or for any other sufficient reason, such moving or removing shall be done on demand of the duly authorized representative of the Town of Seabrook Island at the expense of the Permittee.
3. **PROTECTION OF TRAVELING PUBLIC:** Adequate provision shall be made for the protection of the traveling public at all times such that, during the process of the work, all necessary detours, barricades, warning signs and watchmen shall be provided by and at the expense of the Permittee. The Permittee agrees to observe all rules and regulations of the Town of Seabrook Island while carrying on the work.
4. **RESPONSIBILITY:** The Permittee, its successors or assigns, assumes full responsibility for any accidents to persons or damage to property, including the street or road, that may be caused by the construction, maintenance, use, moving, or removing of the encroachment contemplated herein, and agrees to indemnify the Town of Seabrook Island for any liability incurred or injury or damage sustained by it.
5. **PERMIT SUBJECT TO INSPECTION:** This permit shall be kept at the site of the work at all times while said work is underway, and must be shown to any representative of the Town of Seabrook Island or Law Enforcement Officers on demand.
6. **STANDARDS OF CONSTRUCTION:** All work shall conform to recognized standards of construction and shall be performed in a workman like manner. No pavement shall be cut, no tunneling shall be permitted and no excavation shall be made nearer than two feet to the edge of any type pavement unless specifically authorized herein. All trenches within the limits of the Roadway shall be backfilled with suitable material and thoroughly tamped in layers not greater than six inches in thickness. All pipes, conduit, cables, etc shall have a minimum cover of 30 inches.
7. **PERMITTEE** shall at all times comply with all provisions of the Town Code and Development Standards Ordinance of the Town of Seabrook Island.

I, we, accept the permit herein granted and agree to comply with all the provisions, terms, conditions and restrictions set out herein.


AS AGENT FOR

Date: July 16, 2018 Permittee: Atlantic Partners II, LLC

Exhibit B
To Encroachment Permit

Encroachment Permit Application Form
& Construction Plans

July 16, 2018

Joseph M. Cronin
Town Administrator/Zoning Administrator
Town Hall
2001 Seabrook Island Road
Seabrook Island, SC 29455

Re: Encroachment Permit Application
Proposed Senior Living Facility
Freshfields Village
Atlantic Partners II, LLC

Dear Joe,

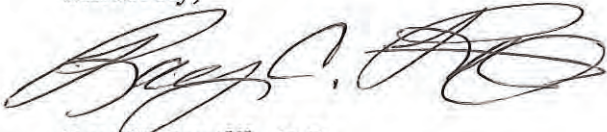
Pursuant to Section 13.60 of the Town of Seabrook Island Development Standards Ordinance I am making application on behalf of Atlantic Partners II, LLC for an encroachment permit for a new driveway connection along Seabrook Island Road to serve as additional entrance into Freshfields Village. This new entrance will primarily serve a proposed senior living facility located to the west of the Seabrook-Kiawah roundabout.

I am enclosing the previously completed traffic study along with the signed application form and a construction plan showing the detailed location of the driveway connection and its geometric design. Please consider this plan as a preliminary design as there will be some refinement in the future of some of the details shown herein. However, the basic location and intended turn movements in and out of Freshfields will remain the same.

We do not anticipate any disruption to any of the existing utilities in the road right of way with the construction of the new entrance. We will be providing additional details on the drainage design of the entrance way to not interfere with the existing drainage patterns along the road. Obviously, we cannot avoid some minor disruption in the existing bike and further details will be provided to address the demolition and restoration of the path to safely tie into the new entrance way as well as detail to address entry signage and lighting.

Please look over this submission and let me have any feedback as soon as it is convenient. Thanks for including this item for discussion at the upcoming Planning Commission meeting. I look forward to introducing the Commission to Richard Ackerman, Chairman & Senior Managing Principal of Big Rock Partners and Sean M. Nealon, Vice President of Operations for Big Rock Senior Living. Big Rock Partners is a well-financed, leading developer of Senior Living Facilities in Florida.

Sincerely,

A handwritten signature in black ink, appearing to read "Ray C. Pantlik". The signature is fluid and cursive, with the first name "Ray" being the most prominent.


Ray C. Pantlik, P.E.
Director of Development

APPLICATION FOR ENCROACHMENT PERMIT
Town of Seabrook Island

Street or Road: Seabrook Island Rd Subdivision: Freshfields Village Date: July 16, 2018

The undersigned applicant (owner) hereby applies to the Town of Seabrook Island for a permit to encroach on a public right-of-way.

(Attach a print of the sketch of plan to each copy of this form)



(Applicant [Owner's [Signature)

July 16, 2018

(Date)

AS AGENT FOR
ATLANTIC PARTNERS II, LLC

ENCROACHMENT PERMIT
PERMIT No: _____

Issued to: (Name) Atlantic Partners II, LLC Street or Road: Seabrook Island Rd.ad

Address: One Kiawah Island Parkway Subdivision: Freshfields Village
Kiawah Island, SC 29455

Telephone No: 843-768-3418

In Compliance with your request and subject to all the provisions, terms, conditions, and restrictions written herein, you are authorized and permitted to:

Town of Seabrook Island


By: _____ Date: July 16, 2018
Zoning Administrator, Town of Seabrook Island

(Note) This form is to be submitted to the Zoning Administrator, Town of Seabrook Island. When submitting the form the applicant shall sign the application for the encroachment permit and acceptance of the provision, etc on the back.

Provisions, Terms, Conditions and Restrictions

1. **PERMITTEE:** The word "Permittee" used herein shall mean the name of the person, firm or corporation to whom this permit is issued, his, her, its heirs, successors, and assigns.
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3. **PROTECTION OF TRAVELING PUBLIC:** Adequate provision shall be made for the protection of the traveling public at all times such that, during the process of the work, all necessary detours, barricades, warning signs and watchmen shall be provided by and at the expense of the Permittee. The Permittee agrees to observe all rules and regulations of the Town of Seabrook Island while carrying on the work.
4. **RESPONSIBILITY:** The Permittee, its successors or assigns, assumes full responsibility for any accidents to persons or damage to property, including the street or road, that may be caused by the construction, maintenance, use, moving, or removing of the encroachment contemplated herein, and agrees to indemnify the Town of Seabrook Island for any liability incurred or injury or damage sustained by it.
5. **PERMIT SUBJECT TO INSPECTION:** This permit shall be kept at the site of the work at all times while said work is underway, and must be shown to any representative of the Town of Seabrook Island or Law Enforcement Officers on demand.
6. **STANDARDS OF CONSTRUCTION:** All work shall conform to recognized standards of construction and shall be performed in a workman like manner. No pavement shall be cut, no tunneling shall be permitted and no excavation shall be made nearer than two feet to the edge of any type pavement unless specifically authorized herein. All trenches within the limits of the Roadway shall be backfilled with suitable material and thoroughly tamped in layers not greater than six inches in thickness. All pipes, conduit, cables, etc shall have a minimum cover of 30 inches.
7. **PERMITTEE** shall at all times comply with all provisions of the Town Code and Development Standards Ordinance of the Town of Seabrook Island.

I, we, accept the permit herein granted and agree to comply with all the provisions, terms, conditions and restrictions set out herein.


AS AGENT FOR

Date: July 16, 2018 Permittee: Atlantic Partners II, LLC

Joe Cronin

From: Ray Pantlik <rpantlik@Kiawah.com>
Sent: Friday, August 24, 2018 5:32 PM
To: Joe Cronin
Cc: Sean Nealon (snealon@bigrockpartners.com); Bill Fellers (fellers.b@thomasandhutton.com); Tony Woody (woody.t@thomas-hutton.com); Staton, Danny; Richard Ackerman (rackerman@bigrockpartners.com); Dana Reed
Subject: Updated Seabrook Island Intersection Design and related documents
Attachments: 27252-TIA-Seabrook Island August 2018 24.pdf; Seabrook Island Road Tree Impact Statement.pdf; Seabrook Island Road Intersection Plans 27316_0000-SiteDevelopment 8-24-18.pdf; Seabrook Island Road Intersection Plans 27316_0000-SiteDevelopment 8-24-18 Tree Impacts.pdf; Kiawah Logistics Narrative - Updated on 08.24.18.pdf

Dear Joe,

Following the Planning Commission meeting of last week, Thomas & Hutton have completed revisions to the plans in consideration of comments heard from the Commission and specifically the recommendations from the Reveer Report. I am attaching these updated plans so as to amend our application for the Encroachment Permit from the Town.

Additionally, Thomas & Hutton updated the traffic study to make mention of the resulting level of service and delay within the roundabout that would result from the Senior Living Center being constructed and the new intersection not being built. Also included is a more refined construction access plan prepared by Balfour Beatty.

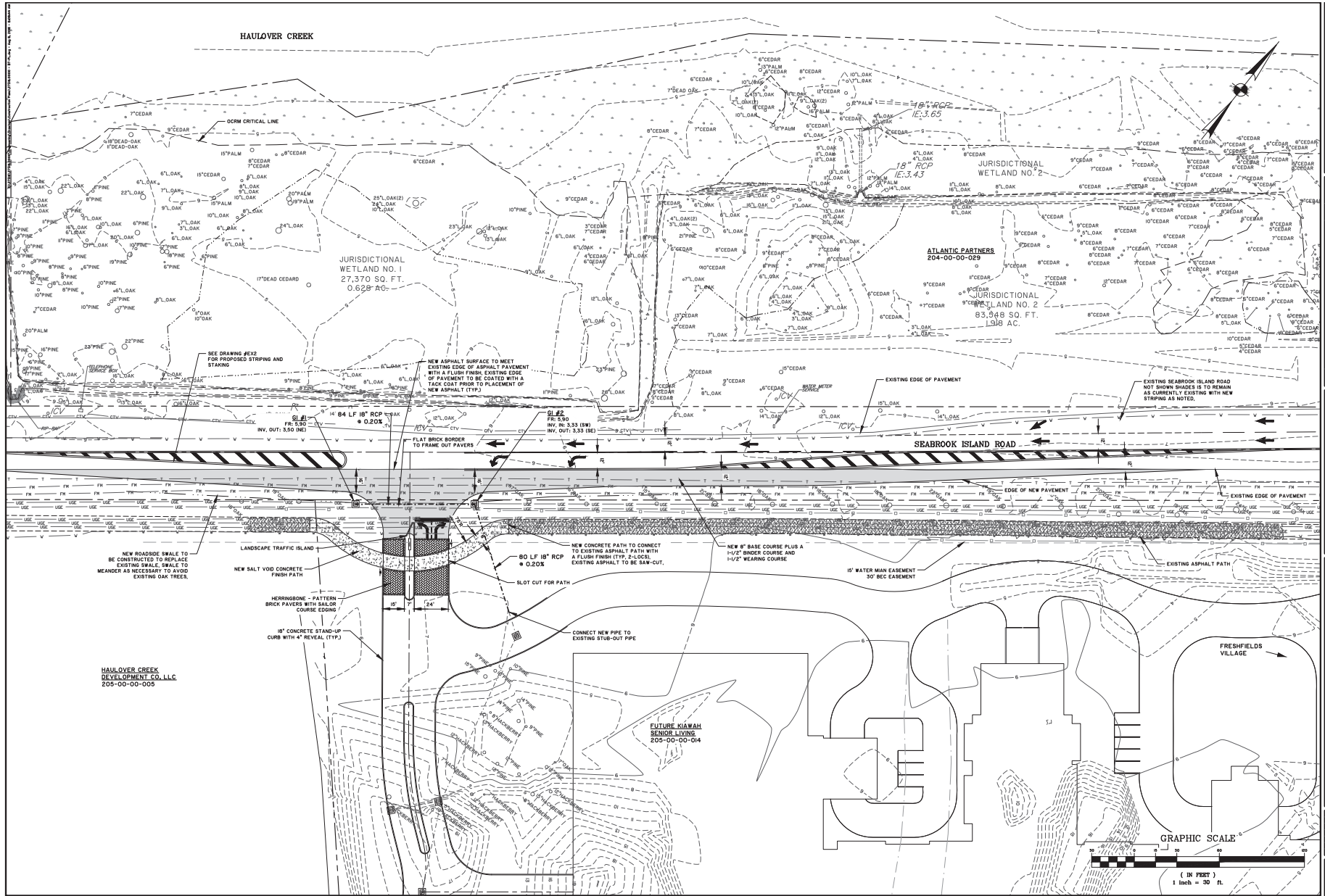
Lastly, I am including a tree impact statement and plan which sets forth a rationale to limit the number of live oak trees that need to be removed as part of the improvements proposed for the Seabrook Island Road. Please give me a call to discuss these findings if you have any questions.



Ray Pantlik
Director of Development

1 Kiawah Island Parkway | Kiawah Island, SC 29455
Phone: 843-768-3418 Mobile: 843-814-3418
www.KiawahPartners.com
rpantlik@Kiawah.com

Kiawah Island: Home of the 1991 Ryder Cup Matches
Kiawah Island: Home of the 2012 & 2021 PGA Championships
ULI Award of Excellence for Community Planning



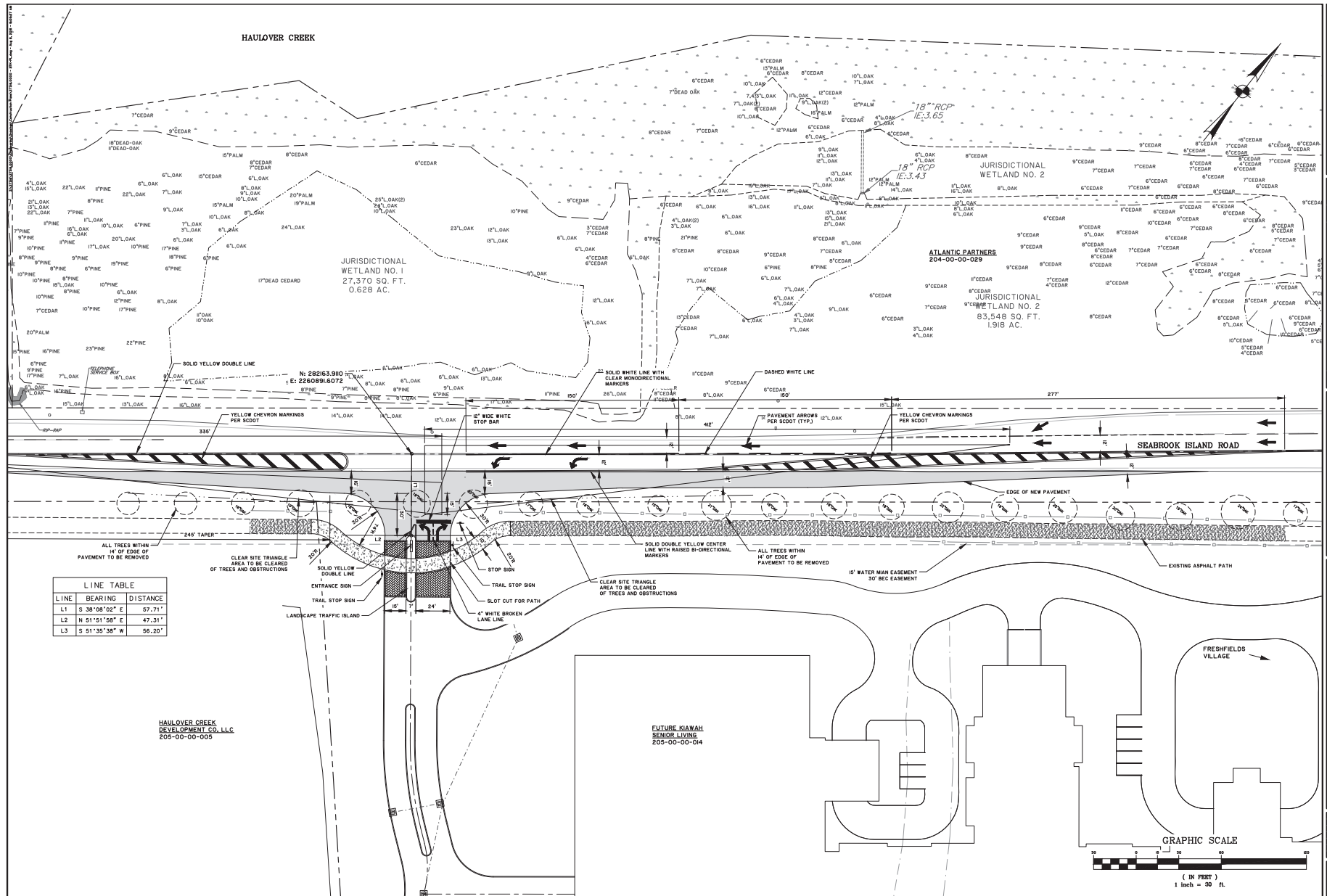
NO.	REVISIONS	BY	DATE

THOMAS HUTTON
 482 Johnnie Dodds Boulevard • Suite 100
 Mt. Pleasant, SC 29464 • 843.849.0200
 www.thomasandhutton.com

ATLANTIC PARTNERS, LLC
 CHARLESTON COUNTY, SOUTH CAROLINA
SEABROOK ISLAND INTERSECTION
GENERAL LAYOUT

JOB NO.	2-2758-0000
DATE	8/7/20
DRAWN	BAW
DESIGNED	WTF
REVISED	WTF
APPROVED	TWE
SCALE	AS SHOWN

EX1



HAULOVER CREEK

JURISDICTIONAL WETLAND NO. 1
27,370 SQ. FT.
0.628 AC.

JURISDICTIONAL WETLAND NO. 2
83,548 SQ. FT.
1.918 AC.

ATLANTIC PARTNERS
204-00-00-029

JURISDICTIONAL WETLAND NO. 2
83,548 SQ. FT.
1.918 AC.

SEABROOK ISLAND ROAD

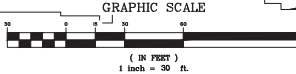
FRESHFIELDS VILLAGE

HAULOVER CREEK
DEVELOPMENT CO. LLC
205-00-00-005

FUTURE KIAWAH
SENIOR LIVING
205-00-00-04

LINE TABLE

LINE	BEARING	DISTANCE
L1	S 38°08'02" E	57.71'
L2	N 51°51'58" E	47.31'
L3	S 51°35'38" W	56.20'



NO.	REVISIONS	BY	DATE

THOMAS HUTTON
682 Johnnie Dodds Boulevard • Suite 100
Mt. Pleasant, SC 29464 • 843.849.0200
www.thomasandhutton.com

ATLANTIC PARTNERS, LLC
CHARLESTON COUNTY, SOUTH CAROLINA
SEABROOK ISLAND INTERSECTION
STAKING AND SIGNAGE PLAN

DRAW NO.: 2-2758-0000
DATE: 8/7/20
DRAWN: BAW
DESIGNED: WEF
CHECKED: WEF
APPROVED: TWE
SCALE: 1" = 30'

EX2

Exhibit C
To Encroachment Permit

Consent Order & Settlement Agreement

§ 6-29-1155 whereby the parties entered into a Memorandum of Understanding which set forth in general terms the resolution of the parties with respect to Atlantic's objections to the nine specific conditions imposed by the Town's Planning Commission.

After pre-litigation mediation, the parties negotiated and executed the Agreement, which has since been filed with the Court, which sets forth the terms and conditions on which the Town will grant and Atlantic will accept an encroachment permit. Town Council, the legislative governing board for the Town, approved the terms of the Agreement in public session and authorized the Mayor to enter such Agreement.

Having reviewed the proposed Agreement and the Joint Motion to Approve Settlement Agreement, the Court finds the settlement is a fair, just, and equitable resolution of this dispute, is in the best interest of all the parties, and has a rational basis in accordance with the standards of the South Carolina Local Government Comprehensive Planning Enabling Act of 1994 in accordance with S.C. Code Ann. § 6-29-1155(G).

IT IS THEREFORE ORDERED that the Agreement attached as Exhibit A to this Order is hereby approved. This case shall be dismissed and each party shall be responsible for their own fees and costs.²

IT IS SO ORDERED

Judge Bentley Price
Ninth Judicial Circuit

Charleston, SC

Dated: _____

<Consent Signature Page Follows>

² The Court notes Balfour Beatty Construction, LLC and BRP Kiawah, LLC were not parties to the action brought by Atlantic, but are voluntary signatories to the Agreement and are thus bound by its terms.

<Signature page for Consent Order Approving Settlement Agreement; Case No.: 2018-CP-10-05041>

WE SO CONSENT

WALKER GRESSETTE FREEMAN & LINTON, LLC

By: s/G. Trenholm Walker
G. Trenholm Walker
P.O. Box 22167
Charleston, SC 29413
Email: walker@wgflaw.com

Attorney for Atlantic Partners II, LLC

WE SO CONSENT

YCRLAW, LLC

By: s/Stephen L. Brown
Stephen L. Brown
25 Calhoun St., Ste. 400
Charleston, SC 29401
Email: sbrown@ycrllaw.com

*Attorney for Town of Seabrook Island
and The Planning Commission of the
Town of Seabrook Island*



Charleston Common Pleas

Case Caption: Atlantic Partners II LLC VS Seabrook Island Town of

Case Number: 2018CP1005041

Type: Order/Approval Of Settlement

IT IS SO ORDERED!

/s Hon. Bentley D. Price, Circuit Judge 2766

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 G. Robert George and Associates 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 September 24, 2019 for approval pursuant to S.C. Code Ann. § 6-29-1155. By vote of 5-0, 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:

Jordan Phillips (jphillips@southstreetpartners.com)
Beth Nimmons (BNimmons@Kiawah.com)
Kiawah Partners
1 Kiawah Island Parkway
Kiawah Island, SC 29455

Balfour Beatty Construction, LLC:

Jeff Sandeen
Balfour Beatty
1930 Camden Road, Ste. 280
Charlotte, NC 28203

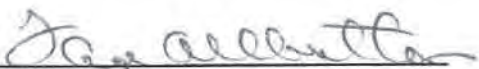
With copy to:
John Heuer (JHeuer@balfourbeattyus.com)
Balfour Beatty
1930 Camden Road, Ste. 280
Charlotte, NC 28203


BRP Kiawah, LLC

Richard Ackerman (rackerman@bigrockpartners.com)
Managing Partner
BRP LLC
315 South Beverly Dr
Suite 404
Beverly Hills Ca 90212

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: 9.27.19

WITNESS

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

WITNESS

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

WITNESS

BRP Kiawah, LLC
By: _____
Its: _____
Date: _____

Balfour Beatty Construction, LLC:

BRP Kiawah, LLC

Richard Ackerman (rackerman@bigrockpartners.com)
Managing Partner
BRP LLC
315 South Beverly Dr
Suite 404
Beverly Hills Ca 90212

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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: Richard Ackerman
Its: MANAGER
Date: 9/27/2019

Balfour Beatty Construction, LLC:

Jeff Sandeen
Balfour Beatty
1930 Camden Road, Ste. 280
Charlotte, NC 28203

With copy to:
John Heuer (JHeuer@balfourbeattyus.com)
Balfour Beatty
1930 Camden Road, Ste. 280
Charlotte, NC 28203

BRP Kiawah, LLC

Richard Ackerman (rackerman@bigrockpartners.com)
Managing Partner
BRP LLC
315 South Beverly Dr
Suite 404
Beverly Hills Ca 90212

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WITNESS

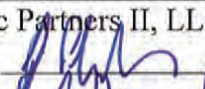

Town of Seabrook Island
By: Ronald J. Ciancio
Its: Mayor
Date: _____

WITNESS

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



WITNESS

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

WITNESS

BRP Kiawah, LLC
By: _____
Its: _____
Date: _____

Balfour Beatty Construction, LLC:

Jeff Sandeen
Balfour Beatty
1930 Camden Road, Ste. 280
Charlotte, NC 28203

With copy to:
John Heuer (JHeuer@balfourbeattyus.com)
Balfour Beatty
1930 Camden Road, Ste. 280
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Richard Ackerman (rackerman@bigrockpartners.com)
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315 South Beverly Dr
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WITNESS



WITNESS

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



Balfour Beatty Construction, LLC
By: JOHN F. HEUER, JR., ESQ.
Its: SVP / CLO
Date: September 9, 2019

WITNESS

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

WITNESS

BRP Kiawah, LLC
By: _____
Its: _____
Date: _____