

City Hall
80 Broad Street
August 16, 2016
5:00 p.m.

CITY COUNCIL

A. Roll Call

B. Invocation – Councilmember Shahid

C. Pledge of Allegiance

D. Presentations and Recognitions

1. Recognition of State Champion Boys All Star Baseball 9-10 Year Old and 11-12 Year Old Teams and Coaches from Daniel Island
2. Recognition of Local Heroes
3. Resolution honoring Lon Shull

E. Public Hearings

1. An ordinance to amend the Charleston Century V Plan, as amended by the 2010 Comprehensive Plan update, by identifying on the Land Use Peninsula Map and the Land Use Lower Cainhoy/Daniel Island Map locations of commercial gateways into the city that are appropriate for mixed-use dense residential development. **(AS AMENDED) (SECOND READING) (Planning Commission recommended disapproval; ¾ vote of City Council required)**
2. An ordinance to amend the Zoning Ordinance of the City of Charleston by changing the Zone Map, which is a part thereof, so that 124 Spring Street (Peninsula) (0.597 acre) (TMS #460-11-02-027) (Council District 3), be rezoned from Limited Business and Diverse Residential (LB and DR-2F) classifications to Planned Unit Development (PUD) classification. The property is owned by CKC Properties, LLC.
3. An ordinance to amend the Zoning Ordinance of the City of Charleston by changing the Zone Map, which is a part thereof, so that 5 Fort Royal Court and adjacent vacant lot (Wespanee – West Ashley) (approximately 9.18 acres) (TMS #418-04-00-006 and 418-04-00-005) (Council District 9), be rezoned from Conservation (C) classification to Single-Family Residential (SR-1) classification. The property is owned by the Estate of Barbara M. Nickles.
4. An ordinance to amend the Zoning Ordinance of the City of Charleston by changing the Zone Map, which is a part thereof, so that property located on Ashley River Road (West Ashley) (1.53 acres) (TMS #354-12-00-004) (Council District 2), be rezoned from

Single Family Residential (SR-1) classification to General Office (GO) classification. The property is owned by Laura M. Smith.

5. An ordinance to amend the Zoning Ordinance of the City of Charleston by changing the Zone Map, which is a part thereof, so that 5 Tovey Road (Carolina Terrace – West Ashley) (0.17 acre) (TMS #418-10-00-012) (Council District 9), annexed into the City of Charleston July 19, 2016 (#2016-087), be zoned Single-Family Residential (SR-2) classification. The property is owned by Amanda Coté and Gilles Coté.
6. Request approval of adoption of the Dupont|Wappoo Community Plan
7. An ordinance to amend the City of Charleston Century V 2010 Comprehensive Plan update, adopted by Charleston City Council on February 22, 2011, to incorporate the Dupont | Wappoo Community Plan into said Century V Plan as hereinafter provided.
8. Request approval of the Dupont|Wappoo Community Plan Memorandum of Understanding
9. An ordinance to amend of Chapter 54 of the Code of the City of Charleston (Zoning Ordinance) to create the Dupont Wappoo Planning Area and Duwap Overlay Zone, to create the Job Center Zoning District and amend various existing sections of the Zoning Ordinance as necessary to include standards for the Dupont Overlay Zone and the Job Center District.
10. An ordinance to amend the Zoning Ordinance of the City of Charleston by changing the Zone Map, which is a part thereof, so that the following properties located in the Dupont Wappoo Area of West Ashley be rezoned: TMS# 3511500009 from Business Park (BP) to Commercial Transitional (CT); TMS# 3500100049, 3511400012, 014, 099, 100, 101 and 111, 3511500007, 023, 025, 027 and 042 from Business Park (BP) to Job Center (JC); TMS# 3511500041 from Commercial Transitional (CT) to Job Center (JC); TMS# 3500200029 and 225 from Diverse Residential (DR-1F) to Conservation (C); TMS# 3500100084, 3511300012, 3511400026 and 028 from Diverse Residential Mobile Home (DR-3) to Job Center (JC); TMS# 3500100006 and 109, 3511300010, 061 and 064, 3511400006, 007, 010, 074, 0741, 075 and 077, 3511600008, 012, 015, 017, 018, 023, 024, 025 and 130 from General Business (GB) to Job Center (JC); TMS# 3511500039 from General Office (GO) to Commercial Transitional (CT); TMS# 3500100009 and 091, 3511500002 and 029 from General Office (GO) to Job Center (JC); TMS# 3500200137, 138, 168, 169, 170 and 171, 3511600026 from Limited Business (LB) to Job Center (JC); TMS# 3500200023, 107 and 118 from Residential Office (RO) to General Office (GO); TMS# 3500100108 and 3500500174 from Residential Office (RO) to Single Family Residential (SR-1); TMS# 3500600084 from Single & Two Family Residential (STR) to Conservation (C); TMS# 3500100092, 3511300063, 3511400005, 008, 009, 011, 022, 024, 068 and 080 from Single Family Residential (SR-1) to Job Center (JC).

11. An ordinance to amend the Zoning Ordinance of the City of Charleston by changing the Zone Map, which is a part thereof, so that the following properties located in the Dupont Wappoo Area of West Ashley be rezoned so as to be included in the Duwap Overlay Zone: TMS# 3100800001, 002, 004, 011, 013 and 021, 3500100078 and 098, 3500200004, 005, 006, 007, 008, 009, 010, 011, 012, 015, 017, 023, 024, 094, 102, 103, 107, 118, 137, 138, 150, 170, 171 and 227, 3500500022, 036, 045, 047, 055, 061, 072, 073, 075, 077, 078, 079, 147, 163, 174, 278, 279, 280, 281, 282 and 283, 3500600060, 061, 062, 063, 064, 065, 066, 067, 068, 069, 070, 071, 072, 073, 074, 075 and 144, 3511300010, 012, 013, 020, 047, 051, 061, 063, 067, 068, 074, 079, 080, 081, 083 and 085, 3511500003, 007, 008, 009, 039, 041, 042 and 058, 3511600015, 017, 025 and 026.
12. An ordinance to amend Section 54-943(c) of the Code of the City of Charleston (Zoning Ordinance) to modify the vote required of City Council in the event a matter is disapproved by the Planning Commission or when a petition in opposition to a matter signed by owners of twenty percent of the area of lots subject to the matter, or of those immediately adjacent on the sides and rear or directly opposite thereto is presented to Council to sixty (60%) percent of the members of Council present and voting. **(Second Reading) (Planning Commission recommends disapproval.)**

F. Act on Public Hearing Matters

G. Approval of City Council Minutes:

1. July 19, 2016

H. Citizens Participation Period

I. Petitions and Communications:

1. Appointment of Brian Sheehan and Belén Vitello as Code Enforcement Officers for the Department of Traffic and Transportation
2. An ordinance to amend Chapter 54 of the Code of the City of Charleston (Zoning Ordinance) by amending Section 54-220 Accommodations Overlay Zone, by inserting language to preserve Mixed-Use Districts; prohibit the displacement of housing by accommodations and consider the effects of housing units to be altered or replaced on the housing stock and whether requirements to protect the affordability of the housing units should be attached to an accommodations special exception approval; prohibit the displacement or reduction of office space by accommodations to be located within areas on the Peninsula designated "A-1" on the Accommodations Overlay Zoning Map and on streets with office use as a predominant use; prohibit the displacement of more than 25 percent of ground floor, store front retail space by accommodations uses on streets with ground floor, store front retail as a dominant use; prohibit an overconcentration of accommodations units within areas on the

Peninsula designated "A-1" on the Accommodations Overlay Zoning Map; amend revised Subsection B. 1. (g) by deleting wording regarding pedestrian activity and transit system usage and inserting language regarding the location and design of guest drop off and pick up areas; and amend revised Subsection B. 1. (h) 15 to require additional information on parking and public transit provisions for employees
(AS AMENDED) (FIRST READING)

J. Council Committee Reports:

1. Committee on Public Works and Utilities: (Meeting was held on Monday, August 15, 2016 at 4:15 p.m.)

(Acceptance and Dedication of Rights-of-Way and Easements)

(a) Daniel Island Parcel Q Phase 3 - Acceptance and dedication of a portion of Fairchild Street (right-of-way varies). All infrastructure is complete.

- i. Title to Real Estate
- ii. Affidavit for Taxable or Exempt Transfers
- iii. Plat
- iv. Exclusive Storm Water Drainage Easement

(b) Daniel Island Parcel J Phase 2 - Acceptance and dedication of a portion of Robert Daniel Drive (50-foot right-of-way). All infrastructure is complete.

- i. Title to Real Estate
- ii. Affidavit for Taxable or Exempt Transfers
- iii. Plat

(c) Fleming Park - Acceptance and dedication of Fleming Woods Road (42-foot to 50-foot right-of-way). Sidewalks and ditch re-establishment are bonded.

- i. Title to Real Estate
- ii. Affidavit for Taxable or Exempt Transfers
- iii. Plat
- iv. Exclusive Storm Water Drainage Easement

(d) Maybank Village Phase 2A - Acceptance and dedication of a portion of Timberline Drive (50-foot right-of-way). Final overlay and sidewalks are bonded.

- i. Title to Real Estate
- ii. Affidavit for Taxable or Exempt Transfers
- iii. Plat
- iv. Exclusive Storm Water Drainage Easement

(e) Maybank Specialty Shoppes Project – Approval to notify SCDOT that the City intends to accept maintenance responsibility for a portion of the sidewalk located within the SCDOT right-of-way along Maybank Highway, SC 700. Letter and map attached.

- i. Letter
- ii. Map

2. Committee on Traffic and Transportation: (Meeting was held on Tuesday, August 16, 2016 at 3:30 p.m.)

- (Application for Original Certificate of Public Convenience and Necessity:
-- James T. Jamison (Taxi)
-- Jane J. Hulseberg DBA Pink Checkered Express (Limo)

3. Audit Committee: (Meeting was held on Tuesday, August 16, 2016 at 4:00 p.m.)

(Annual Internal Audit Report)

4. Committee on Ways and Means:

(Bids and Purchases

(CARTA FY2017 Budget

(Police Department: Approval to submit the 2016 Hazard Mitigation Grant Program (HMGP) Application to the SC Department of Emergency Management in the amount of \$128,078 for flood alert cameras and barriers. A City match is required in the amount of \$42,693.

(Mayor's Office for Children Youth & Families: Approval to submit the AmeriCorps Continuation grant (11VSSC002) to the Corporation for National and Community Service in the amount of \$13,250 for Project Sponsorship. The Grantee share of \$138,711 will come from site fees that each selected site hosting a VISTA pays to the City. Due to time constraints, this grant application was submitted on August 1, 2016. This is an after-the-fact approval.

(Office of Cultural Affairs: Approval to accept the award from the Jerry and Anita Zucker Family Endowment Fund in the amount of \$2,500 for the 2016 Piccolo Spoleto Festival Outreach Programs. No City match is required.

(Parks-Capital Projects: Approval of a FEMA Hazard Mitigation Grant application (FEMA HMGP 4241) for the structural retrofit of the Huger Street Fire Station (FS#8). This grant would result in the full structural retrofit of the Huger Street station to meet or exceed current building code requirements including seismic, wind and flooding. New M/E/P systems would be installed in the process. All work would meet the Secretary of Interior's requirements for historic properties. The grant program is a 75/25 grant and would provide \$2,902,232 in funding requiring a match of \$967,411 (\$3,869,643 project total). If selected, funding would be available the 1st quarter of 2017. There is no fiscal impact for this action. An approval of the grant application will only allow the Parks Department to submit the document to FEMA via the SC Emergency Management Division. However, the fiscal impact will occur if the grant application is approved for award.

(Parks-Capital Projects: Approval of a FEMA Hazard Mitigation Grant application (FEMA HMGP 4241) for permanent back-up power generators at four fire stations: 2&3 (Cannon Street), 8 (Huger Street), 12 (Old Towne Road) and 17 (Johns Island.) This grant would result in new diesel generator sets with supplemental tanks suitable for at least one week of full power for each of the

stations. This includes all design/permitting, required equipment and installation costs for the project. The grant program is a 75/25 grant and would provide \$283,514 in funding requiring a match of \$94,505 (\$378,018 project total). If selected, funding would be available the 1st quarter of 2017. There is no fiscal impact for this action. An approval of the grant application will only allow the Parks Department to submit the document to FEMA via the SC Emergency Management Division. However, the fiscal impact will occur if the grant application is approved for award.

- (Parks-Capital Projects: Approval of Fee Amendment #1 to the Design Contract with Walker Concepts Architecture, LLC in the amount of \$15,500 for the Charleston Police Department Team 4 Office Building. The amount includes studies and final design for modifying one bathroom in a unisex designation, providing full specifications in the project manual booklet, originally directed to be outlined specifications included as part of the drawings, replacing existing HVAC equipment and design modifications of ductwork, and a \$500 increase to the original \$1,000 reimbursable amount. Approval of Fee Amendment #1 will increase the Design Contract with Walker Concepts Architecture, LLC by \$15,500 from \$31,660 to \$47,160 and thus over the \$40,000 threshold. The funding source for this project is the 2015 Installment Purchase Revenue Bond (\$1,750,000) and 2015 General Fund Reserves (\$323,211).
- (Parks-Capital Projects: Approval of a Professional Design Contract with Evans and Schmidt Architects in the amount of \$242,050 for the Fire Station #6 (Cannon Street) Retrofit. The Professional Design Contract will obligate \$242,050 of the \$375,349 project budget. The funding source for this project is: 2015 FEMA Hazard Mitigation Grant (\$281,512) and 2015 Installment Purchase Revenue Bond (\$93,837).
- (Parks-Capital Projects: Approval of a Construction Contract with KMD Construction, LLC in the amount of \$3,381,009 for the construction of a new fire station in West Ashley in the Carolina Bay neighborhood. With the approval of the project budget, Staff is authorized to award and/or amend contracts less than \$40,000, to the extent contingency funds exist in the Council Approved budget. Approval of this action will institute a \$4,372,059 project budget, of which the \$3,381,009 construction contract will be funded. The funding sources for this project are: 2015 Installment Purchase Revenue Bond (\$3,500,000), 2015 General Fund Reserves (\$269,000), 2014 General Obligation Bond (\$400,000) and 2013 Budget Amendment (\$203,059).
- (Public Service: Approval of Amendment #4 of the professional services contract with Thomas & Hutton for Construction Engineering & Inspection (CEI) of Phase 1 of the Forest Acres Drainage Improvement Project in the amount of \$579,175. Tasks include Project Management & Administration, Construction Observation, Material Testing, Pre-Construction Survey and Monitoring, and Public Outreach and Education.
- (Public Service: Approval of Amendment #5 of the professional services contract with Thomas & Hutton for design of Phase 2 of the Forest Acres Drainage Improvement Project in the amount of \$657,850. Tasks include General Consulting and Project Management, Surveying, Study Phase, Analysis Phase, Design Phase, Permitting, and Property Acquisition.
- (Police Department: Approve Agreement between City of Charleston and James

Island Charter High School for one (1) City of Charleston Police Department School Resource Officer to be assigned to the James Island Charter High School for the 2016-2017 School Year. James Island Charter High School shall reimburse the City of Charleston for the costs associated with the School Resource Officer.

- (Police Department: Approve Agreement between City of Charleston and Berkeley County School District for one (1) City of Charleston Police Department School Resource Officer to be assigned to Daniel Island Elem./Middle School for the 2016-2017 school year. Berkeley County shall reimburse the City of Charleston for the costs associated with assigning the School Resource Officer to the school.
- (Police Department: Agreement between City of Charleston and Charleston County School District for nine (9) City of Charleston Police Department School Resource Officers to be assigned to various Charleston County Schools for the 2016-2017 school year. Charleston County School District shall reimburse the City of Charleston for the costs associated with six (6) School Resource Officers.
- (Budget Finance and Revenue Collections: Approval of \$5,000 contribution to help fund a monument honoring the families of those who have lost a loved one while protecting our freedom. The monument will be placed at Patriots Point. By approval of this contribution, Council is also approving a budget transfer in the amount of \$5,000 from Community Promotions (620000 52924) to the above listed account.
- (Budget Finance and Revenue Collections: Approval to transfer funds in the amount of \$350,000 budgeted for a City-wide traffic study in the Traffic & Transportation Department to the Planning, Preservation and Sustainability Department for the West Ashley Master Plan. Funds allocated for the City-wide traffic study will be repurposed to fund the cost of the West Ashley Master Plan. Additional funds will be budgeted in 2017 for the anticipated additional costs of the Master Plan.
- (Planning, Preservation and Sustainability: Approval to establish a contract in the amount of \$47,000 with DPS Partners to review and revise, as necessary, the height zones for new development within the Historic District. Approval is required at least 5 days before payment can be made per State law.
- (Request approval for the Mayor to execute the attached Third Amendment to Agreement to Buy and Sell Real Estate whereas Flournoy Development Company, LLC and the City agree to extend the time for closing on the property. The property owner is Flournoy Development Company, LLC. (TMS: 421-11-00-058, 421-11-00-063; 19 Folly Road, 25 Folly Road)
- (Request approval for the Mayor to execute the attached Third Lease Amendment whereby the Lease between the City and Dee Norton Lowcountry Children's Center, Inc. shall terminate 30 years following the execution of this Amendment. The property owner is the City of Charleston. (TMS: 463-15-02-096; 1061 King Street) [Ordinance]
- (Request approval for the Mayor to execute the attached Purchase and Sale Agreement whereas the City intends to purchase 113 Calhoun Street from Sustainability Institute in accordance with the Removal of Right of Reverter with Conditions Agreement for the amount which shall not exceed \$300,000. The property owner is the Sustainability Institute. (TMS: 458-01-01-086; 113 Calhoun Street)
- (Request approval of the Ordinance and related Public Infrastructure Improvements

Agreement between the City of Charleston and Horizon Project Foundation, Inc. The property owners are City of Charleston and MUSC Foundation. (TMS: Multiple; WestEdge District (aka Horizon District) (Ordinance)

(Request approval for the Mayor to execute the attached Parking Agreement with the South Carolina State Ports Authority (SCSPA) relating to the Concord Garage. The property owner is City of Charleston. [TMS: 458-09-02-068; 1 Cumberland Street (Concord Parking Garage)] (Ordinance)

(Consider the following annexations:

-- 4 Forest Creek Court (TMS# 358-07-00-034) 0.34 acre, West Ashley (District 10). The property owners are James Lynch and Hannah Lynch.

-- 303 Stinson Drive (TMS# 350-09-00-100) 0.35 acre, West Ashley (District 5). The property owner is Richard Benson.

Give first reading to the following bills coming from Ways and Means:

An ordinance authorizing the Mayor to execute on behalf of the City a Third Lease Amendment with the Dee Norton Lowcountry Children's Center, Inc. pertaining to property located in the City at 1021 King Street.

An ordinance authorizing the Mayor to execute on behalf of the City a Public Infrastructure Improvements Agreement with Horizon Project Foundation, Inc. pertaining to the funding of certain public improvements in the Horizon Redevelopment Project Area (sometimes referred to as "Westedge") with tax increment financing revenues or borrowings secured by a pledge of revenues generated by the Horizon Redevelopment Project Area Tax Increment Financing District.

An ordinance authorizing the Mayor to execute on behalf of the City a Parking Agreement with the South Carolina State Ports Authority pertaining to the parking garage located at 1 Cumberland Street.

K. Bills up for Second Reading:

- 1. An ordinance to amend the Zoning Ordinance of the City of Charleston by changing the Zone Map, which is a part thereof, so that 1522 Balsam Street (Ardmore - West Ashley) (0.55 acre) (TMS #350-07-00-045) (Council District 7), be rezoned from Single-Family Residential (SR-2) classification to Single and Two-Family Residential (STR) classification. The property is owned by Anthony A. Coaxum.*
- 2. An ordinance to amend the Zoning Ordinance of the City of Charleston by changing the Zone Map, which is a part thereof, so that a portion of 176 Concord Street (Peninsula) (5.039 acres) (TMS #459-00-00-009) (Council District 1), be rezoned from 50/25 Old City Height District classification to 56/30v Old City Height District classification. This property is owned by the South Carolina State Ports Authority. **(Planning Commission recommended 55/30 Old City Height District; ¾ vote of City Council required)***

3. An ordinance to amend the Zoning Ordinance of the City of Charleston by changing the Zone Map, which is a part thereof, so that 186 Concord Street (Peninsula) (1.493 acres) (TMS #459-00-00-0091) (Council District 1), be rezoned from 50/25 Old City Height District classification to 56/30v Old City Height District classification. This property is owned by the South Carolina State Ports Authority. **(Planning Commission recommended 55/30 Old City Height District; ¾ vote of City Council required)**
4. An ordinance to amend the Zoning Ordinance of the City of Charleston by changing the Zone Map, which is a part thereof, so that 1211 Camellia Road (Pinecrest Gardens - West Ashley) (0.14 acre) (TMS #351-12-00-050) (Council District 9), annexed into the City of Charleston June 21, 2016 (#2016-077), be zoned Single-Family Residential (SR-2) classification. The property is owned by Denis O'Doherty and Robert Harvey.
5. An ordinance to amend the Zoning Ordinance of the City of Charleston by changing the Zone Map, which is a part thereof, so that 1643 Sulgrave Road (Forest Lakes - West Ashley) (0.30 acre) (TMS #354-02-00-043) (Council District 2), annexed into the City of Charleston June 21, 2016 (#2016-078), be zoned Single-Family Residential (SR-1) classification. The property is owned by Emmanuel Ferguson and Maranda Adams.
6. An ordinance to repeal Ordinance No. 2016-64, ratified on May 10, 2016, and to replace the same with an amendment to Chapter 2, Section 2-184 of the Code of the City of Charleston, South Carolina, to create Division 8 which shall be entitled the West Ashley Revitalization Commission and Section 2-184 which shall set forth the duties and responsibilities of the West Ashley Revitalization Commission. **(AS AMENDED)**
7. An ordinance authorizing the Mayor to execute on behalf of the City of Charleston Franchise Agreements with Mark Ryerson, Low Country Vendors, Chun Hong Chan, Kyle Phillips, Antelmo Vargas, Kevin Schell, Jack Byrne and Sassyass Coffee for certain designated spaces within the City of Charleston from which food or drink or reading material sold in conjunction with the sale of food or drink may be sold from stationary carts or other devices.
8. An ordinance providing for the issuance and sale of Waterworks and Sewer System Refunding Revenue Bonds of the City of Charleston in one or more series in the aggregate principal amount of not exceeding \$50,000,000 and other matters relating thereto. (Series Ordinance)
9. An ordinance authorizing the Mayor to execute on behalf of the City an Amended and Restated Transfer and Development Agreement between the City and the City of Charleston Housing Authority. **(AS AMENDED)**
10. An ordinance authorizing the Mayor to execute the necessary documents to enter into that certain License Agreement and Lease Amendment between the City of Charleston and Tour Management Services, Inc. in order to allow Tour Management Services, Inc. to operate its vessel, the Carolina Belle, at a slip at the Charleston

Maritime Center and to sell admissions tickets to the Carolina Belle and related merchandise out of a 375 square foot space in the Charleston Maritime Center upon the terms and conditions more fully set forth in the License Agreement marked as Exhibit A, attached hereto and incorporated by reference herein and the Lease Amendment marked as Exhibit B, attached hereto and incorporated by reference herein.

11. *An ordinance authorizing the Mayor to execute on behalf of the City of Charleston a Fourth Amendment to the Development Agreement between the City and the Daniel Island Company, Inc., Daniel Island Investments, LLC and Daniel Island Associates, LLC, as assignors of the Harry Frank Guggenheim Foundation and Daniel Island Development Company, Inc.*
12. *An ordinance to provide for the annexation of property known as Savannah Highway (16.01 acres) (TMS# 286-00-00-033), West Ashley, Charleston County, to the City of Charleston, shown within the area annexed upon a map attached hereto and make it part of District 5. (DEFERRED)*
13. *An ordinance to provide for the annexation of property known as Clements Ferry Road (19.02 acres) (a portion of TMS# 271-00-01-031), Cainhoy, Berkeley County, to the City of Charleston, shown within the area annexed upon a map attached hereto and make it part of District 1. (DEFERRED)*
14. *An ordinance to amend the Zoning Ordinance of the City of Charleston by changing the Zone Map, which is a part thereof, so that Clements Ferry Road (Cainhoy) (approximately 19.02 acres) (a portion of TMS #271-00-01-031) (Council District 1), be zoned General Business (GB) classification. (DEFERRED)*
15. *An ordinance to provide for the annexation of property known as 2319 Savannah Highway (1.06 acres) (TMS# 310-06-00-114), West Ashley, Charleston County, to the City of Charleston, shown within the area annexed upon a map attached hereto and make it part of District 7. (TO BE WITHDRAWN)*
16. *An ordinance to amend the Zoning Ordinance of the City of Charleston by changing the Zone Map, which is a part thereof, so that 2319 Savannah Highway (West Ashley) (approximately 1.06 acres) (TMS #310-06-00-114) (Council District 7), be zoned General Business (GB) classification. **(AS AMENDED)** (TO BE WITHDRAWN)*
17. *An ordinance to provide for the annexation of property known as Savannah Highway (1.49 acres) (TMS# 350-05-00-039; 350-05-00-040 and 350-05-00-160), West Ashley, Charleston County, to the City of Charleston, and includes all public rights-of-way shown within the area annexed upon a map attached hereto and make it part of District 7. (TO BE WITHDRAWN)*
18. *An ordinance to amend the Zoning Ordinance of the City of Charleston by changing*

the Zone Map, which is a part thereof, so that Savannah Highway (West Ashley) (approximately 1.49 acres) (TMS #350-05-00-039, 040 and 160) (Council District 7), be zoned General Business (GB) classification. (TO BE WITHDRAWN)

19. *An ordinance to amend the Zoning Ordinance of the City of Charleston by changing the Zone Map, which is a part thereof, so that property located on Maybank Highway at Promenade Vista Street (James Island) (approximately 10.57 acres) (TMS #424-00-00-001) (Council District 6), be rezoned from Gathering Place (GP) classification to Planned Unit Development (PUD) classification. (DEFERRED FOR PUBLIC HEARING)*
20. *An ordinance to amend Chapter 54 of the Code of the City of Charleston (Zoning Ordinance) by amending Section 54-208.1 Bed and Breakfasts not located within the Old and Historic District, to clarify where Bed and Breakfasts are permitted in areas outside the Old and Historic District. (DEFERRED FOR PUBLIC HEARING)*
21. *An ordinance to amend the Old and Historic District and Old City District Regulations of Chapter 54 of the Code of the City of Charleston (Zoning Ordinance) to amend the definition of structure, to provide definitions for height, scale, mass and immediate surroundings, immediate surrounding area and neighborhood, to clarify the authority of the Board of Architectural Review as it pertains to its review of height, scale and mass of new construction to achieve compatibility and proper form and proportion between new structures and those in its immediate surroundings, and to codify certain policy statements for the use in evaluation applications. (DEFERRED FOR PUBLIC HEARING)*

L. Bills up for First Reading

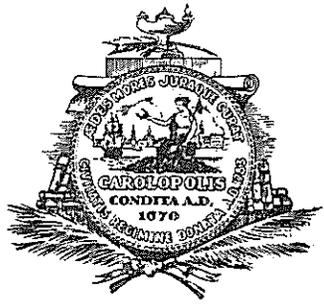
1. An ordinance to amend the Zoning Ordinance of the City of Charleston by changing the Zone Map, which is a part thereof, so that property located off North Westchester Road (West Ashley) (2.225 acres) (TMS #309-15-00-070) (Council District 7), be rezoned from Light Industrial (LI) classification to General Business (GB) classification. (DEFERRED)
2. An ordinance to amend provisions of Chapter 54 of the Code of the City of Charleston (Zoning Ordinance) by amending Part 12 – Gathering Place to change district name and specific details within, by amending Article 2, Part 3, Table of Permitted Uses to change district name, by amending Sec. 54-301, Table 3.1: Height, Area and Setback Regulations adding a new row, by amending Sec. 54-201, Base Zoning Districts to change district name, by amending Article 2, Part 11, Sec. 54-268 designation of Design Review District, Review Authority, Scope of Authority and Exemptions to change district name, by amending Article 3, Part 8, Sec. 54-347 landscape buffer requirements to change district name. (DEFERRED)
3. An ordinance to amend the Zoning Ordinance of the City of Charleston by changing the

Zone Map, which is a part thereof, so that 61 Cannon Street (Cannonborough-Elliottborough - Peninsula) (0.38 acre) (TMS #460-12-01-008) (Council District 4), be rezoned from Limited Business (LB) classification to Mixed-Use Workforce Housing (MU-1/WH) classification. ***(Planning Commission recommends disapproval; requires ¾ vote of Council.) (DEFERRED)***

4. An ordinance to amend the Code of the City of Charleston, South Carolina, Chapter 21, Section 115 to provide regulations for the operation of unmanned aerial vehicles. *(DEFERRED)*
5. An ordinance to amend the Zoning Ordinance of the City of Charleston by changing the Zone Map, which is a part thereof, so that property located on Savannah Highway (West Ashley) (16.01 acres) (TMS #286-00-00-033) (Council District 5), be zoned General Business (GB) classification. *(DEFERRED)*

M. Miscellaneous Business:

1. The next regular meeting of City Council will be September 13, 2016 at 5:00 p.m. at City Hall, 80 Street.



RESOLUTION

WHEREAS; The City of Charleston extends deepest sympathy at the death of one of its dedicated citizens, **LONNIE HOUSTON SHULL III**; and

WHEREAS; **LON SHULL** was born on June 21, 1959 in New Orleans, Louisiana and departed this life on July 8, 2016; and

WHEREAS; **LON** studied voice, choral performing, choral techniques and conducting and graduated from the University of South Carolina in 1981 with a Bachelor of Arts Degree from the University of South Carolina School of Music; and

WHEREAS; **LON** served as a Conductor for church and civic choirs in Columbia and in the Charleston area, having served as a Music Director at Harborview Presbyterian Church, Interim Choir Director at First (Scots) Presbyterian and at First Baptist of Charleston. He was the Associate Conductor of the Charleston Singers Guild (Charleston Symphony Chorus) and Conductor of the Chamber Choir. **LON** served as a Baritone Soloist with the Charleston Symphony, the Charleston Symphony Chorus; and

WHEREAS; **LON** performed with the Charleston Renaissance Ensemble, Charleston Baroque Ensemble, Charleston Singers Guild, the Charleston Symphony Chorus, the Taylor Festival Chorus, the Charleston Symphony Gospel Chorus and the King's Counterpoint; and

WHEREAS; **LON** was a member of the Grace Church Cathedral and the Cathedral of St. John the Baptist; and

WHEREAS; **LON** graduated from the University of South Carolina School of Law in 1984 and was the principal of Shull Law Firm, former partner of Andrews & Shull and the Rosen Law Firm, and served as an adjunct faculty member at the College of Charleston, Trident Technical College and the Charleston School of Law; and

WHEREAS; **LON** contributed to the artistic, cultural environment in Charleston with his powerful dynamic range as a singer, his skill as a conductor, and served the people of Charleston in representing vulnerable people and seeking justice for his clients.

NOW, THEREFORE, BE IT RESOLVED THAT, I, John J. Tecklenburg, Mayor, City of Charleston, on behalf of all our citizens, hereby extend to the members of his family this expression of sincere regret for their loss, and hope that they will be consoled by the memories of his fine life and achievements.

John J. Tecklenburg, Mayor

Vanessa Turner Maybank, Clerk of Council



PUBLIC HEARING

The public is hereby advised that the City Council of Charleston will hold a public hearing Tuesday, August 16, 2016 beginning at 5:00 p.m. at City Hall, Council Chamber, 80 Broad Street, on the request that the following item be considered:

PLAN AMENDMENT

1. To amend the City of Charleston's Century V 2010 Comprehensive Plan Update to identify on the Land Use Peninsula Map and Land Use Lower Cainhoy/ Daniel Island Map Gateway locations.

The Planning Commission recommends disapproval.

Extended presentations should be submitted in writing.

VANESSA TURNER MAYBANK
Clerk of Council

In accordance with the Americans with Disabilities Act, people who need alternative formats, ASL (American Sign Language) Interpretation or other accommodation please contact Janet Schumacher at (843) 577-1389 or email to schumacherj@charleston-sc.gov three business days prior to the meeting.

Please insert as a Display Ad in the Post Courier on Sunday, July 17, 2016. Charge account PC103190. **Blanket PO# PR160071**

Please insert in the Chronicle as a Display Ad on Wednesday, July 20, 2016. **Please provide an affidavit of publication for all public hearings.**

PUBLIC HEARING

The public is hereby advised that the City Council of Charleston will hold a public hearing Tuesday, August 16, 2016 beginning at 5:00 p.m. at City Hall, Council Chamber, 80 Broad Street, on the request that the following item be considered:

PLAN AMENDMENT

1. Request approval of adoption of the Dupont | Wappoo Community Plan.

Interested parties are invited to attend the public hearing and express their views. Extended presentations should be submitted in writing.

VANESSA TURNER MAYBANK
Clerk of Council

In accordance with the Americans with Disabilities Act, people who need alternative formats, ASL (American Sign Language) Interpretation or other accommodation please contact Janet Schumacher at (843) 577-1389 or email to schumacherj@charleston-sc.gov three business days prior to the meeting.

Please insert as a Display Ad in the Post Courier on Sunday, July 17, 2016. Charge account PC103190. **Blanket PO# PR160071**

Please insert in the Chronicle as a Display Ad on Wednesday, July 20, 2016. **Please provide an affidavit of publication for all public hearings.**

PUBLIC HEARING

The public is hereby advised that the City Council of Charleston will hold a public hearing Tuesday, August 16, 2016, beginning at 5:00 p.m. at City Hall, 80 Broad Street, on the request that the Zoning Ordinance of the City of Charleston be changed in the following respects:

REZONINGS

1. To rezone 124 Spring Street (*Peninsula*) (0.597 acre) (TMS# 460-11-02-027) from Limited Business (LB) and Diverse Residential (DR-2F) classifications to Planned Unit Development (PUD).
2. To rezone 5 Fort Royal Court and adjacent vacant lot (*Wespanee – West Ashley*) (Approximately 9.18 acres) (TMS#418-04-00-006 & 005) from Conservation (C) classification to Single Family Residential (SR-1) classification.
3. To rezone property located on Ashley River Road (*West Ashley*) (1.53 acre) (TMS# 354-12-00-004) from Single Family Residential (SR-1) classification to General Office (GO) classification.

ZONINGS

To zone the following property annexed into the City of Charleston:

1. 5 Tovey Road (*Carolina Terrace – West Ashley*) (0.17 acre) (TMS# 418-10-00-012) Single-Family Residential (SR-2).

MEMORANDUM OF UNDERSTANDING

1. Request approval of the Dupont|Wappoo Community Plan Memorandum of Understanding.

ORDINANCE AMENDMENT AND REZONINGS IN THE DUPONT WAPPOO AREA

1. To amend Chapter 54 of the Code of the City of Charleston (Zoning Ordinance) to create the Dupont Wappoo Planning Area and DuWap Overlay Zone, to create the Job Center zoning district and amend various existing sections of the Zoning Ordinance as necessary to include standards for the DuWap Overlay Zone and the Job Center district.
2. To amend the Zoning Ordinance of the City of Charleston by changing the zone map, which is a part thereof, so that the following properties located in the Dupont Wappoo Area of West Ashley be rezoned: TMS# 3511500009 from Business Park (BP) to Commercial Transitional (CT); TMS# 3500100049, 3511400012, 014, 099, 100, 101 and 111, 3511500007, 023, 025, 027 and 042 from Business Park (BP) to Job Center (JC); TMS# 3511500041 from Commercial Transitional (CT) to Job Center (JC); TMS# 3500200029 and 225 from Diverse Residential (DR-1F) to Conservation (C); TMS# 3500100084, 3511300012, 3511400026 and 028 from Diverse Residential Mobile Home (DR-3) to Job Center (JC); TMS# 3500100006 and 109, 3511300010, 061 and 064, 3511400006, 007, 010, 074, 0741, 075 and 077, 3511600008, 012, 015, 017, 018, 023, 024, 025 and 130 from General Business (GB) to Job Center (JC); TMS# 3511500039 from

General Office (GO) to Commercial Transitional (CT); TMS# 3500100009 and 091, 3511500002 and 029 from General Office (GO) to Job Center (JC); TMS# 3500200137, 138, 168, 169, 170 and 171, 3511600026 from Limited Business (LB) to Job Center (JC); TMS# 3500200023, 107 and 118 from Residential Office (RO) to General Office (GO); TMS# 3500100108 and 3500500174 from Residential Office (RO) to Single Family Residential (SR-1); TMS# 3500600084 from Single & Two Family Residential (STR) to Conservation (C); TMS# 3500100092, 3511300063, 3511400005, 008, 009, 011, 022, 024, 068 and 080 from Single Family Residential (SR-1) to Job Center (JC).

3. To amend the Zoning Ordinance of the City of Charleston by changing the zone map, which is a part thereof, so that the following properties located in the Dupont Wappoo Area of West Ashley be rezoned so as to be included in the DuWap Overlay Zone: TMS# 3100800001, 002, 004, 011, 013 and 021, 3500100078 and 098, 3500200004, 005, 006, 007, 008, 009, 010, 011, 012, 015, 017, 023, 024, 094, 102, 103, 107, 118, 137, 138, 150, 170, 171 and 227, 3500500022, 036, 045, 047, 055, 061, 072, 073, 075, 077, 078, 079, 147, 163, 174, 278, 279, 280, 281, 282 and 283, 3500600060, 061, 062, 063, 064, 065, 066, 067, 068, 069, 070, 071, 072, 073, 074, 075 and 144, 3511300010, 012, 013, 020, 047, 051, 061, 063, 067, 068, 074, 079, 080, 081, 083 and 085, 3511500003, 007, 008, 009, 039, 041, 042 and 058, 3511600015, 017, 025 and 026.

ORDINANCE AMENDMENT

1. To amend Section 54-943(c) of the Code of the City of Charleston (Zoning Ordinance) to modify the vote required of City Council in the event a matter is disapproved by the Planning Commission or when a petition in opposition to a matter signed by owners of twenty percent of the area of lots subject to the matter, or of those immediately adjacent on the sides and rear or directly opposite thereto is presented to Council to sixty (60%) percent of the members of Council present and voting. **(Second Reading) The Planning Commission recommends disapproval.**

VANESSA TURNER MAYBANK
Clerk of Council

In accordance with the Americans with Disabilities Act, people who need alternative formats, ASL (American Sign Language) Interpretation or other accommodation please contact Janet Schumacher at (843) 577-1389 or email to schumacherj@charleston-sc.gov three business days prior to the meeting.

Please insert as a Display Ad in the Post Courier on Sunday, July 31, 2016. Charge account PC103190.

Please insert in the Chronicle as a Display Ad on Wednesday, August 3, 2016. **Please provide an affidavit of publication for all public hearings.**

CITY OF CHARLESTON PLANNING COMMISSION MEETING REPORT

MEETING OF JUNE 15, 2016

A meeting of the City of Charleston Planning Commission was held at **5:00 p.m., on Wednesday, June 15, 2016** in the Public Meeting Room, 1st Floor, 2 George St. The following applications were considered:

REZONINGS

1. **606 Savannah Hwy (Moreland – West Ashley) TMS# 4210300180** – 0.24 ac. Request rezoning from Single-Family Residential (SR-1) to Residential Office (RO).
RECOMMENDED DISAPPROVAL
2. **1522 Balsam St (Ardmore - West Ashley) TMS# 3500700045** – 0.55 ac. Request rezoning from Single-Family Residential (SR-2) to Single and Two-Family Residential (STR).
RECOMMENDED APPROVAL
3. **124 Spring St (Peninsula) TMS# 4601102027** – 0.597 ac. Request rezoning from Limited Business (LB) and Diverse Residential (DR-2F) to Planned Unit Development (PUD).
DEFERRED BY APPLICANT DURING THE MEETING
4. **176 Concord St (Peninsula) TMS# 4590000009 (a portion)** – 5.039 ac. Request rezoning from 50/25 Old City Height District to 56/30V Old City Height District.
RECOMMENDED 55/30 OLD CITY HEIGHT DISTRICT
5. **186 Concord St (Peninsula) TMS# 45900000091** – 1.493 ac. Request rezoning from 50/25 Old City Height District to 56/30V Old City Height District.
RECOMMENDED 55/30 OLD CITY HEIGHT DISTRICT

SUBDIVISION

1. **Sanders Road Townhomes (West Ashley) TMS# 2860000001** – 22.3 ac. 113 lots. Request subdivision concept plan approval. Zoned Diverse Residential (DR-9).
DEFERRED BY APPLICANT

ZONINGS

1. **1211 Camellia Rd (Pinecrest Gardens - West Ashley) TMS# 3511200050** – 0.14 ac. Request zoning of Single-Family Residential (SR-2). Single-Family Residential (R-4) in Charleston County.
RECOMMENDED APPROVAL
2. **1643 Sulgrave Rd (Forest Lakes - West Ashley) TMS# 3540200043** – 0.30 ac. Request zoning of Single-Family Residential (SR-1). Single-Family Residential (R-4) in Charleston County.
RECOMMENDED APPROVAL

PLAN AMENDMENT

Request approval of adoption of the Dupont | Wappoo Community Plan.

RECOMMENDED APPROVAL WITH CONDITIONS

MEMORANDUM OF UNDERSTANDING

Request approval of the Dupont | Wappoo Community Plan Memorandum of Understanding.

RECOMMENDED APPROVAL

ORDINANCE AMENDMENT AND REZONINGS IN THE DUPONT WAPPOO AREA

1. Request amendment to amend Chapter 54 of the Code of the City of Charleston (Zoning Ordinance) to create the Dupont Wappoo Planning Area and DuWap Overlay Zone, to create the Job Center zoning district and amend various existing sections of the Zoning Ordinance as necessary to include standards for the DuWap Overlay Zone and the Job Center district.

RECOMMENDED APPROVAL

2. Request amendment to the Zoning Ordinance of the City of Charleston by changing the zone map, which is a part thereof, so that the following properties located in the Dupont Wappoo Area of West Ashley be rezoned: TMS# 3511500009 from Business Park (BP) to Commercial Transitional (CT); TMS# 3500100049, 3511400012, 014, 099, 100, 101 and 111, 3511500007, 023, 025, 027 and 042 from Business Park (BP) to Job Center (JC); TMS# 3511500041 from Commercial Transitional (CT) to Job Center (JC); TMS# 3500200029 and 225 from Diverse Residential (DR-1F) to Conservation (C); TMS# 3500100084, 3511300012, 3511400026 and 028 from Diverse Residential Mobile Home (DR-3) to Job Center (JC); TMS# 3500100006 and 109, 3511300010, 061 and 064, 3511400006, 007, 010, 074, 0741, 075 and 077, 3511500006, 008, 056, 057 and 058, 3511600008, 012, 015, 017, 018, 023, 024, 025 and 130 from General Business (GB) to Job Center (JC); TMS# 3511500039 from General Office (GO) to Commercial Transitional (CT); TMS# 3500100009 and 091, 3511500002 and 029 from General Office (GO) to Job Center (JC); TMS# 3500200137, 138, 168, 169, 170 and 171, 3511600026 from Limited Business (LB) to Job Center (JC); TMS# 3500200023, 107 and 118 from Residential Office (RO) to General Office (GO); TMS# 3500100108 and 3500500174 from Residential Office (RO) to Single Family Residential (SR-1); TMS# 3500600084 from Single & Two Family Residential (STR) to Conservation (C); TMS# 3500100092, 3511300063, 3511400005, 008, 009, 011, 022, 024, 068 and 080 from Single Family Residential (SR-1) to Job Center (JC).

RECOMMENDED APPROVAL WITH THE CONDITION THAT CERTAIN PROPERTIES BE REMOVED FROM THE PROPOSED REZONING AREA

3. Request amendment to the Zoning Ordinance of the City of Charleston by changing the zone map, which is a part thereof, so that the following properties located in the Dupont Wappoo Area of West Ashley be rezoned so as to be included in the DuWap Overlay Zone: TMS# 3100800001, 002, 004, 011, 013 and 021, 3500100078 and 098, 3500200004, 005, 006, 007, 008, 009, 010, 011, 012, 015, 017, 023, 024, 094, 102, 103, 107, 118, 137, 138, 150, 170, 171 and 227, 3500500022, 036, 045, 047, 055, 061, 072, 073, 075, 077, 078, 079, 147, 163, 174, 278, 279, 280, 281, 282 and 283, 3500600060, 061, 062, 063, 064, 065, 066, 067, 068, 069, 070, 071, 072, 073, 074, 075 and 144, 3511300010, 012, 013, 020, 047, 051, 061, 063, 067, 068, 069, 074, 079, 080, 081, 083 and 085, 3511500003, 007, 008, 009, 039, 041, 042 and 058, 3511600015, 017, 025 and 026.

RECOMMENDED APPROVAL WITH THE CONDITION THAT CERTAIN PROPERTIES BE REMOVED FROM THE PROPOSED REZONING AREA

REPORT OF THE TECHNICAL REVIEW COMMITTEE

Over the past month, the following subdivision projects were submitted to the TRC for review and approval. The findings of the TRC shall be presented to the Planning Commission. Items approved by the TRC comply with all applicable regulations and standards of the City of Charleston.

Preliminary & Final Plats

1. **Foundry Alley (East Side – Peninsula) TMS# 4590504156, 172, 174-177.** 0.9 ac. 14 lots. PUD. Preliminary subdivision plat pending approval.
2. **Swyger's Landing, Phase 4 (Johns Island) TMS# 3120000050.** 27.4 ac. 26 lots. C(ND). Preliminary subdivision plat under review.
3. **Shade Tree, Phase 1 (Johns Island) TMS# 2780000040.** 44.6 ac. 86 lots. PUD. Preliminary subdivision plat pending approval.
4. **Shade Tree, Phase 4 (Johns Island) TMS# 2780000043.** 37.9 ac. 59 lots. PUD. Preliminary subdivision plat pending approval.
5. **16 Strawberry Lane (North Central – Peninsula) TMS# 4600302069.** 0.08 ac. 2 lots. DR-2F. Preliminary subdivision plat under review.
6. **1002 & 1003 Encampment Court (James Island) TMS# 4251200259, 260.** 0.5 ac. 3 lots. DR-1F. Preliminary subdivision plat under review.
7. **The Marshes at Cooper River (Cainhoy) TMS# 2670000004, 005, 010, 050-057, 069.** 34.6 ac. 128 lots. PUD. Preliminary subdivision plat under review.
8. **Lucky Road (James Island) TMS# 3410000103.** 1.6 ac. 2 lots. SR-1. Preliminary subdivision plat under review.
9. **West Island Center (West Ashley) TMS# 3100800010, 014.** 8.1 ac. 2 lots. GB. Preliminary subdivision plat pending approval.
10. **Whitney Lake, Phase 2B (Johns Island) TMS# 3120000334.** 6.5 ac. 51 lots. DR-6. Final subdivision plat under review.

Road Construction Plans

1. **Foundry Alley (East Side – Peninsula) TMS# 4590504156, 172, 174-177.** 0.9 ac. 14 lots. PUD. Road construction plans under review.
2. **Swyger's Landing, Phase 4 (Johns Island) TMS# 3120000050.** 27.4 ac. 26 lots. C(ND). Road construction plans under review.
3. **Shade Tree, Phase 1 (Johns Island) TMS# 2780000040.** 44.6 ac. 86 lots. PUD. Road construction plans pending approval.
4. **Shade Tree, Phase 4 (Johns Island) TMS# 2780000043.** 37.9 ac. 59 lots. PUD. Road construction plans under review.
5. **Ashley Park, Phase 5 (West Ashley) TMS# 3060000132.** 9.6 ac. 50 lots. DR-9. Road construction plans under review.
6. **The Marshes at Cooper River (Cainhoy) TMS# 2670000004, 005, 010, 050-057, 069.** 34.6 ac. 128 lots. PUD. Road construction plans under review.
7. **Grand Oaks, Phases 7A, 7B, 9A (West Ashley) TMS# 3010000697.** 69.3 ac. 144 lots. PUD. Road construction plans under review.
8. **West Ashley Senior Center (West Ashley) TMS# 3090000028, 3510100021-023, 035, 040.** 1.0 ac. 2 lots. GB. Road construction plans under review.

CITY OF CHARLESTON PLANNING COMMISSION MEETING REPORT

MEETING OF JULY 20, 2016

A meeting of the City of Charleston Planning Commission was held at **5:00 p.m., on Wednesday, July 20, 2016** in the Public Meeting Room, 1st Floor, 2 George St. The following applications were considered:

REZONINGS

- 1. 124 Spring St (Peninsula) TMS# 4601102027** – 0.597 ac. Request rezoning from Limited Business (LB) and Diverse Residential (DR-2F) to Planned Unit Development (PUD).
RECOMMENDED APPROVAL
- 2. Maybank Hwy at Promenade Vista St (James Island) TMS# 4240000001** – approx. 10.57 ac. Request rezoning from Gathering Place (GP) to Planned Unit Development (PUD).
DEFERRED BY PLANNING COMMISSION
- 3. 5 Fort Royal Ct and adjacent vacant lot (Wespanee - West Ashley) TMS# 4180400006 & 005** – approx. 9.18 ac. Request rezoning from Conservation (C) to Single-Family Residential (SR-1).
RECOMMENDED APPROVAL
- 4. 53 Bogard St (Peninsula - Cannonborough/Elliottborough) TMS# 4600803105** – 0.118 ac. Request rezoning from Diverse Residential (DR-2F) to Commercial Transitional (CT).
DEFERRED BY APPLICANT
- 5. Ashley River Rd (West Ashley) TMS# 3541200004** – 1.53 ac. Request rezoning from Single-Family Residential (SR-1) to General Office (GO).
RECOMMENDED APPROVAL

SUBDIVISIONS

- 1. Sanders Road Townhomes (West Ashley) TMS# 2860000001** – 22.3 ac. 113 lots. Request subdivision concept plan approval. Zoned Diverse Residential (DR-9).
APPROVED WITH CONDITIONS
- 2. Brigade St (Peninsula) TMS# 4640000003 & 017** – 15.85 ac. 3 lots. Request subdivision concept plan approval. Zoned Mixed-Use Workforce Housing (MU-2/WH).
DEFERRED BY APPLICANT
- 3. Parcel CC, Peninsula (Daniel Island) TMS# 2750000203** – 7.60 ac. 17 lots. Request subdivision concept plan approval. Zoned Daniel Island Residential (DI-R).
APPROVED WITH CONDITIONS
- 4. Carolina Bay, Phase 22 (Carolina Bay - West Ashley) TMS# 3070000005** – 3.03 ac. 10 lots. Request subdivision concept plan approval. Zoned Planned Unit Development (PUD).
DEFERRED BY PLANNING COMMISSION

ZONINGS

1. **5 Tovey Rd (Carolina Terrace - West Ashley) TMS# 4181000012** – 0.17 ac. Request zoning of Single-Family Residential (SR-2). Zoned Single-Family Residential (R-4) in Charleston County.

RECOMMENDED APPROVAL

2. **Grimball Road Ext and Cooper Judge Ln (James Island) TMS# 4270000081 & 113** – approx. 1.19 ac. Request zoning of Single-Family Residential (SR-1). Zoned Special Management (S-3) in Charleston County.

DEFERRED

REPORT OF THE TECHNICAL REVIEW COMMITTEE

Over the past month, the following subdivision projects were submitted to the TRC for review and approval. The findings of the TRC shall be presented to the Planning Commission. Items approved by the TRC comply with all applicable regulations and standards of the City of Charleston.

Preliminary & Final Plats

1. **Magnolia PUD, Phase 2 (Peninsula) TMS# 4640000025, 026, 028, 029, 035, 039, 040.** 35.6 ac. New rights-of-way. PUD. Preliminary subdivision plat under review.
2. **2337 Waring Hall Lane (West Ashley) TMS# 3580800074.** 0.5 ac. 2 lots. SR-1. Preliminary subdivision plat under review.
3. **123 & 125 Moultrie Street (Peninsula) TMS# 4600301039, 055.** 0.5 ac. 4 lots. DR-1F. Preliminary subdivision plat under review.
4. **Shade Tree, Phase 4 (Johns Island) TMS# 2780000043.** 37.9 ac. 59 lots. PUD. Preliminary subdivision plat pending approval.
5. **West Island Center (West Ashley) TMS# 3100800010, 014.** 8.1 ac. 3 lots. GB. Final subdivision plat pending approval.
6. **Daniel Island Shopping Center (Daniel Island) TMS# 2750000220.** 5.2 ac. 2 lots. DI-TC. Preliminary subdivision plat pending approval.
7. **Swyger's Landing, Phase 4 (Johns Island) TMS# 3120000050.** 29.1 ac. 26 lots. C(ND). Preliminary subdivision plat under review.
8. **The Villages at St. Johns Woods, Phase 5 (Johns Island) TMS# 2790000143.** 40.1 ac. 88 lots. PUD. Preliminary subdivision plat pending approval.
9. **St. Johns Square (Johns Island) TMS# 3130000018.** 34.6 ac. 2 lots. PUD. Final subdivision plat under review.

Road Construction Plans

1. **Woodbury Park (Johns Island) TMS# 3130000048, 049, 050.** 52.9 ac. 47 lots. SR-1. Road construction plans pending approval.
2. **Magnolia PUD, Phase 2 (Peninsula) TMS# 4640000025, 026, 028, 029, 035, 039, 040.** 35.6 ac. New rights-of-way. PUD. Road construction plans under review.
3. **Shade Tree, Phase 4 (Johns Island) TMS# 2780000043.** 37.9 ac. 59 lots. PUD. Road construction plans pending approval.
4. **Ashley Pointe, Phase 1 (West Ashley) TMS# 2860000444.** 8.3 ac. 60 lots. SR-6. Road construction plans pending approval.
5. **Governor's Cay, Island (Cainhoy) TMS# 2710002115, 129.** 7.4 ac. 36 lots. PUD. Road construction plans pending approval.
6. **Swyger's Landing, Phase 4 (Johns Island) TMS# 3120000050.** 29.1 ac. 26 lots. C(ND). Road construction plans under review.
7. **Barons Drive (West Ashley) TMS# 3010000696.** 72.8 ac. Right-of-way. PUD. Road construction plans under review.
8. **Ashley Park, Phase 5 (West Ashley) TMS# 3060000132.** 9.6 ac. 50 lots. DR-9. Road construction plans pending approval.



Ratification
Number _____

AN ORDINANCE

TO AMEND THE CHARLESTON CENTURY V PLAN, AS AMENDED BY THE 2010 COMPREHENSIVE PLAN UPDATE, BY IDENTIFYING ON THE LAND USE PENINSULA MAP AND THE LAND USE LOWER CAINHOY/DANIEL ISLAND MAP LOCATIONS OF COMMERCIAL GATEWAYS INTO THE CITY THAT ARE APPROPRIATE FOR MIXED-USE DENSE RESIDENTIAL DEVELOPMENT. (AS AMENDED)

BE IT ORDAINED BY THE MAYOR AND COUNCILMEMBERS OF CHARLESTON, IN CITY COUNCIL ASSEMBLED:

Section 1. The Charleston Century V Plan, as amended by the 2010 Comprehensive Plan Update, is hereby amended by identifying on the Land Use Peninsula Map and the Land Use Lower Cainhoy/Daniel Island Map locations of commercial gateways into the City that are appropriate for mixed-use dense residential development, copies of said Maps being attached to this Ordinance as Exhibit A and made a part hereof.

Section 2. This Ordinance shall become effective upon ratification.

Ratified in City Council this ____ day of _____ in the Year of Our Lord, 2016, and in the ____th Year of the Independence of the United States of America

John J. Tecklenburg, Mayor

ATTEST: _____
Vanessa Turner Maybank
Clerk of Council

Land Use Peninsula

- Rural
- Suburban Edge
- Suburban
- Urban
- Neighborhood Center
- Urban Center
- Urban Core
- Corridor
- Job Center
- Highway
- Industrial
- Future Planning Area
- Parks
- Conserved Area
- Natural Area

- | | |
|-----------------------|-------------------|
| Current | Proposed |
| Freeway | Freeway |
| Highway | Highway |
| Scenic Byway | Scenic Byway |
| Parkway | Parkway |
| Avenue | Avenue |
| Commercial Street | Commercial Street |
| Street | Street |
| Roads | Roads |
| Urban Growth Boundary | |



SUITABLE GATEWAY LOCATIONS



Land Use
Lower Cainhoy/
Daniel Island

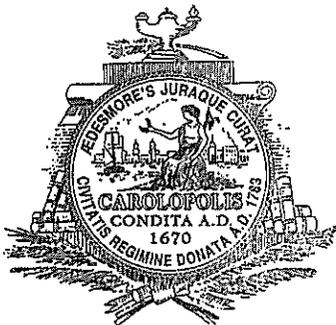
- Rural
- Suburban Edge
- Suburban
- Urban
- Neighborhood Center
- Urban Center
- Urban Core
- Campus
- Job Center
- Highway
- Industrial
- Future Planning Area
- Parks
- Conserved Area
- Natural Area

- Current**
- Freeway
- Highway
- Scenic Byway
- Parkway
- Avenue
- Commercial Street
- Street
- Roads
- Proposed**
- Freeway
- Highway
- Scenic Byway
- Parkway
- Avenue
- Commercial Street
- Street
- Roads
- Urban Growth Boundary



**SUITABLE GATEWAY
LOCATION**





Ratification
Number _____

AN ORDINANCE

TO AMEND THE ZONING ORDINANCE OF THE CITY OF CHARLESTON BY CHANGING THE ZONE MAP, WHICH IS A PART THEREOF, SO THAT 124 SPRING STREET (PENINSULA) (0.597 ACRE) (TMS #460-11-02-027) (COUNCIL DISTRICT 3), BE REZONED FROM LIMITED BUSINESS AND DIVERSE RESIDENTIAL (LB AND DR-2F) CLASSIFICATIONS TO PLANNED UNIT DEVELOPMENT (PUD) CLASSIFICATION. THE PROPERTY IS OWNED BY CKC PROPERTIES, LLC.

BE IT ORDAINED BY THE MAYOR AND COUNCILMEMBERS OF CHARLESTON, IN CITY COUNCIL ASSEMBLED:

Section 1. That the Zoning Ordinance of the City of Charleston be, and the same hereby is amended, by changing the zone map thereof so as to rezone the property described in Section 2 hereof by changing the zoning designation from Limited Business and Diverse Residential (LB and DR-2F) classifications to Planned Unit Development (PUD) classification.

Section 2. The property to be rezoned is described as follows:
124 Spring Street (Peninsula) (0.597 acre) (TMS #460-11-02-027)

Section 3. This ordinance shall become effective upon ratification.

Ratified in City Council this _____ day of _____ in the Year of Our Lord _____, in the _____ Year of Independence of the United States of America.

By: _____
John J. Tecklenburg
Mayor, City of Charleston

Attest: _____
Vanessa Turner Maybank
Clerk of Council

Rezoning 1

124 Spring St (Peninsula)

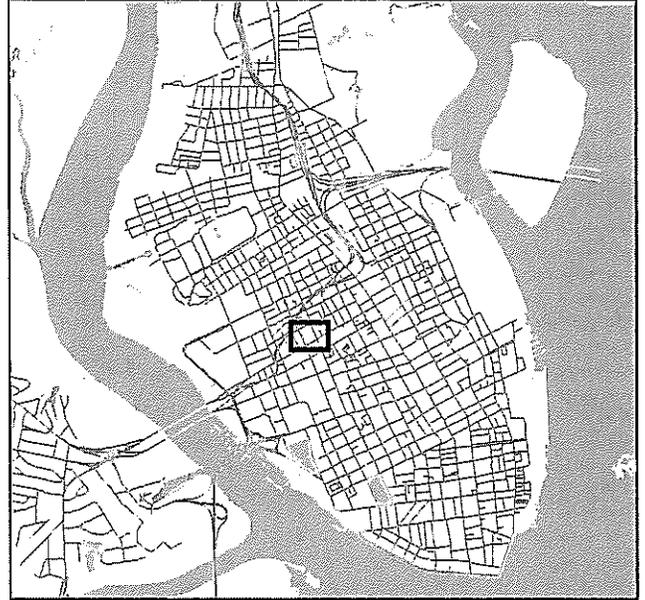
TMS# 4601102027

0.597 ac.

Request rezoning from Limited Business (LB) and Diverse Residential (DR-2F) to Planned Unit Development (PUD).

Owner: CKC Properties LLC
Applicant: Glenn Zuber, P.E.

Area



Location





SANCTUARY COURT

A MIXED-USE PLANNED UNIT DEVELOPMENT

124 SPRING STREET, CHARLESTON SC

CITY PROJECT ID 160405-SpringSt-1

APPLICANT: 124 SPRING STREET LLC
CONSULTANTS: AJ ARCHITECTS, GLENN ZUBER PE

5.23.2016 SUBMITTAL TO TRC

TABLE OF CONTENTS

INTRODUCTION	1-8
RELATIONSHIP TO THE CITY OF CHARLESTON ZONING ORDINANCE	1
EXECUTIVE SUMMARY	2-3
CANNONBOROUGH-ELLIOTTBOROUGH LETTERS OF SUPPORT	4-5
COMPREHENSIVE PLAN ALIGNMENT	6-8
SITE & CONTEXT	9-10
AERIAL EXHIBIT	9
EXISTING SURVEY	10
CULTURAL RESOURCE ASSESSMENT (FOUND IN OTHER EXHIBITS AT REAR OF DOCUMENT)	27-36
LAND USE STRATEGY	11-18
DEVELOPMENT PLAN	11
COURT: LIVING STREET	12
CASE STUDIES	13-16
PARKING PHILOSOPHY	17-18
SITE DESIGN	19-21
LAND USE PLAN	19
GREEN SPACE PLAN	20
DRAINAGE ANALYSIS	21
TRAFFIC STUDY (SUBMITTED TO CITY OF CHARLESTON SEPARATELY)	
GENERAL GUIDELINES	22-24
PARKING	22
RESIDENTIAL UNITS	22
COMMERCIAL UNITS	22
BUILDING HEIGHTS & MASSING	22
FLOOD ZONE	22
PROPERTY OWNERS ASSOCIATION	22
UTILITIES	23
SIGNAGE	23
LANDSCAPE	23
LIGHTING	23

STREETS, SIDEWALKS	23
TREES	23
WORKFORCE HOUSING	23-24
PUBLIC BENEFITS	24

APPENDIX **25-39**

OTHER EXHIBITS

LETTER FROM PASTOR, PLYMOUTH CHURCH	25-26
LETTERS OF COORDINATION	27-36
CULTURAL RESOURCE ASSESSEMENT	37-39

Sanctuary

noun sanc·tu·ary \ 'sɑŋ(k)-chə-,wer-ē\

Simple Definition of SANCTUARY

- : a place where someone or something is protected or given shelter
- : the protection that is provided by a safe place
- : the room inside a church, synagogue, etc., where religious services are held

In the earliest time after the founding of Elliottborough, the land known today as 124 Spring Street was safely nestled in the midst of dual fortresses providing security, safety and comfort to the early settlers of Elliottborough.

In its most recent life, this land was home to the congregants of the Plymouth Congregational Church for the past 57 years, providing a sacred place of worship, peace and fellowship for many individuals and families.

...A Sanctuary in every sense of the word...

The future vision for 124 Spring Street will continue this tradition by providing comfort, security and a sense of community to the residents of Sanctuary Court.

RELATIONSHIP TO THE CITY OF CHARLESTON ZONING ORDINANCE

The Development Guidelines and Land Use Plan for the Sanctuary Court Planned Unit Development (PUD), attached hereto and made part hereof, are part of the PUD conditional use Master Plan application submitted in accordance with the Zoning Ordinance of the City of Charleston, Article 2, Part 7 Sections 54-250, et seq. The Zoning Ordinance of the City of Charleston is incorporated herein by reference, except as amended herein.

No person shall erect or alter any building, structures or sign on any tract of land or use any tract of land within the Sanctuary Court PUD except in conformance with these guidelines and regulations. Unless modified herein, definitions of terms used in the Sanctuary Court PUD Development Guidelines shall follow definitions listed in the Zoning Ordinance of the City of Charleston, as amended from time to time. Administration and enforcement of the adopted Sanctuary Court PUD Master Plan shall follow Article 9 of the Zoning Ordinance of the City of Charleston.

The Sanctuary Court PUD Master Plan was approved by the Charleston City Council on _____, Ordinance Number _____.

EXECUTIVE SUMMARY

Sanctuary Court is a Mixed-Use Planned Unit Development located on Spring Street between Rutledge and Ashley Avenues on the City of Charleston's Peninsula. It is located within the Cannonborough/Elliottborough Community. The project is a redevelopment parcel totaling 26,022 SF (0.60 acres). The street address for the parcel is 124 Spring Street Charleston, SC 29403. The Charleston County TMS # is 460-11-02-027.

SITE HISTORY:

The site was originally two parcels, each containing an apartment building. The parcels were combined in 1958 when the Plymouth Congregational Church purchased the lots and subsequently built a church. In 2014, the congregation voted to sell the church property and relocate as a part of its vision to continue to grow its ministry and outreach by expansion of activities, facilities and programs. 124 Spring, LLC acquired the property in September of 2015 and obtained approval from the Board of Architectural Review to demolish the structure, as this was consistent with the wishes of the congregation (see Exhibit 1: Letter from Ramon Washington, Pastor). The demolition of the church was completed in January of 2016, with the stained glass windows being donated to the Plymouth Congregational Church for use in their new facility.

CURRENT ZONING:

The current zoning of the parcel is divided: LB (Limited Business) and DR-2F (Diverse Residential), which allows 14 residential units, and commercial units on the LB portion of the lot. It is located within a Zoning Overlay of maximum 50' height and 3 ½ stories. There are required Zoning buffers between the commercial and residential units.

NATURAL SITE FEATURES:

There are no wetlands on site. The vast majority of the site is asphalt pavement and the concrete slab remaining from the demolition. There is one tree of significance, a 24" Water Oak that will be inspected by an arborist. If the tree is in good condition it will be preserved, protected and incorporated into the bike path/storage area. If the tree is not in good condition it will be requested that the applicant be allowed to remove the tree for the safety of the property and future buildings.

DEVELOPMENT CONCEPT

The development concept of the community is the incorporation of residential and mixed-use spaces, resulting in an appropriately scaled neighborhood court. The building uses will be consistent with current zoning, allowing commercial office/restaurant use within the limited business portion of the lot along the Spring Street frontage and residential rental units throughout the remainder of the site.

The commercial office/restaurant/short term rental space will be limited to the structures located within the commercially zoned portion of the site. The applicant is desirous of securing commercial leases from businesses that would serve the

Cannonborough-Elliottborough community, such as a café, coffee shop or other similar low traffic uses. This would diminish the residential occupant's reliance upon automobiles by having such facilities on-site.

The residential units will be located throughout the site, including above the commercial spaces. This residential community will consist of (28) two or one bedroom units, in "residential scale" structures, consistent in size with neighboring structures. They will be leased units, but will be designed to accommodate the potential sale to individuals in the future at the election of the applicant.

An internal court, a living street, will serve as the central element of the community and will create a shared open space. Each building in the development will relate directly to the court; it will serve as a common gathering space.

To further reinforce the sense of community and to diminish the need for residents to own personal automobiles, Sanctuary Court will dedicate one parking space to a "car-share" service on the premises. The car sharing service will be available to the residents of Sanctuary Court and the Cannonborough/Elliottborough community.

In an effort to design Sanctuary Court in a manner which meets the desires of the Cannonborough-Elliottborough Neighborhood Association (see letter of support exhibited) and to achieve the stated goals of the Century V Plan, the applicant is requesting to increase the number of units permitted under current zoning regulations.

The units will be designed as one and two bedroom apartments, instead of the four bedroom units which are currently permitted at this location. The applicant (as well as the CENA) is seeking to have Sanctuary Court appeal to working professionals, small families and retirees, instead of having as many as four unrelated individuals residing in the larger apartments currently allowed.

A new community designed to appeal to this market segment will reduce the impact upon neighborhood and community resources while providing housing for the working citizens of Charleston at a centrally located site.

Neighborhood Position Statement

Address: 124 Spring Street.

Request: PUD Zoning.

February 17, 2016

Dear Mr. Overcash,

On February 16th, the Cannonborough-Elliotborough Neighborhood reviewed the proposed development plan for 124 Spring Street. Colin Colbert and Ashley Jennings described the process and reasoning by which they decided to pursue PUD zoning, and presented renderings showing their proposed buildings on the site. A discussion ensued and many questions were asked by residents.

In particular, the neighbors expressed strong support for the idea to reduce the total number of bedrooms and especially to reduce the number of bedrooms per unit. The neighborhood has for many years felt that 4-bedroom units are the most problematic, and that zoning density ought to be accounted per bedroom rather than per unit. Also, there was strong support for the reduced massing and dispersed parking shown in the drawings.

A motion was made to support the PUD rezoning according to the conceptual plan that was presented, with the exclusion of the expansion of the Accommodations Overlay Zone.

21 voted in favor of this motion and 4 against.

In summary, this means that the Neighborhood Association officially endorses the developer and the city to work towards finalizing the proposed PUD concept, and requests that the city support this process. However, at this time, we do not endorse expansion of the Accommodations Overlay Zone as part of the PUD rezoning.

The Neighborhood Association will review the final PUD documents when ready, and intends to hold another vote at that time, regarding official support before the Planning Commission.

Sincerely,

Andrew Gould



Chair, Cannonborough-Elliotborough Design and Economic Development Committee

Neighborhood Position Statement

Address: 124 Spring Street

Re: Proposed PUD

March 8, 2016

Dear Mr. Overcash,

As you know, the development team for 124 Spring Street has met with the Cannonborough-Elliottborough Neighborhood Association regularly over the past several months as they refine their plans for the property.

My letter to you dated February 16th referenced the neighborhood's general vote of support for this PUD concept, and the reasons that we feel PUD zoning, with smaller unit sizes, will better serve neighborhood livability in this case.

The team met with us again on May 17th, and walked us through their final PUD document. We agreed that the document is in accordance with the PUD concept that the Neighborhood Association has supported all along, and that it has our support before the Planning Commission. We held a vote at committee level, with unanimous approval from those present.

Sincerely,

Andrew Gould



Chair, Cannonborough-Elliottborough Design and Economic Development Committee

COMPREHENSIVE PLAN ALIGNMENT

The Sanctuary Court Planned Unit Development is aligned with the City of Charleston's vision for future land use utilizing redevelopment and infill opportunities. As stated in the City of Charleston's PUD Zoning Ordinance, the intent is as follows:

"A planned unit development (PUD) is intended to provide flexibility in the design of developments; to encourage comprehensive planning of developments; to permit innovation in neighborhood design that includes incorporation of open space, preservation of natural features and other amenities; to provide opportunity for a mixture of uses within a development and to insure compatibility of developments with surrounding areas"

Per the Century V Plan Update:

"Redevelopment and Infill Opportunities... These underused or abandoned sites are one of Charleston's greatest physical assets because their development or redevelopment can help repair or complete existing neighborhoods. These sites can reduce the need to travel further to shop or work, preserve lands further out, and save taxpayers infrastructure costs."

The proposed PUD site is a large-midblock lot: L-shaped and deep. Access to the rear of the lot requires creative implementation of infrastructure, better defined through PUD language. Dividing the lot with a central court establishes an overall plan that mirrors the rhythm of Spring Street and the bordering properties on Ashley and Rutledge Avenues.

In relating this development to the Century V plan, it is important to note that the "Primary Land Use Designations" outlined in the comprehensive plan are listed as follows:

Urban Land Use: mixed use with primarily residential units, 8-12 units per acre
Neighborhood Centers: medium density gathering places, 8-20 units per acre

Urban Centers: mixed use office/retail/residential, 8-26 dwelling units per acre

Cannonborough/Elliottborough is listed as an Urban district on the Century V map. A majority of the buildings along Spring Street are mixed use, and density of the immediate area is approximately 13-17 units per acre. While the apartment unit density of this proposed development exceeds the recommended density of the Century V Plan, it certainly mirrors the density of more recent PUD developments in this area, relating to the need for diversity in development for urban Charleston neighborhoods. **Furthermore, Sanctuary Court has been designed to have predominantly two-bedroom and one-bedroom units, as opposed to the more typical four bedroom units. Thus, Sanctuary Court will provide housing for the same number of occupants, as permitted under the current zoning ordinance.**

Sanctuary Court will comply with the City of Charleston's Comprehensive Plan Goals as follows...

"Ensure a high quality of life throughout the City by maintaining existing and building new quality neighborhoods, encouraging infill and redevelopment and providing new gathering places throughout the City."

The Sanctuary Court Planned Unit Development has been designed to increase the number of units allowed by current zoning, **but reduce the number of bedrooms per unit, thus remaining consistent with the number of occupants.** This plan responds to neighborhood desires for high-quality, well integrated housing within walking or biking distance of the central business district and MUSC.

Other goals of the City of Charleston Comprehensive Plan that are embodied within the design of Sanctuary Court are:

"Ensure all citizens of Charleston have a choice of transportation options moving within neighborhoods, between neighborhoods and across the City and region."

"Accommodate future population growth through land-use policies that encourage vibrant, safe, and diverse neighborhoods in areas that allow efficient use of space and transportation."

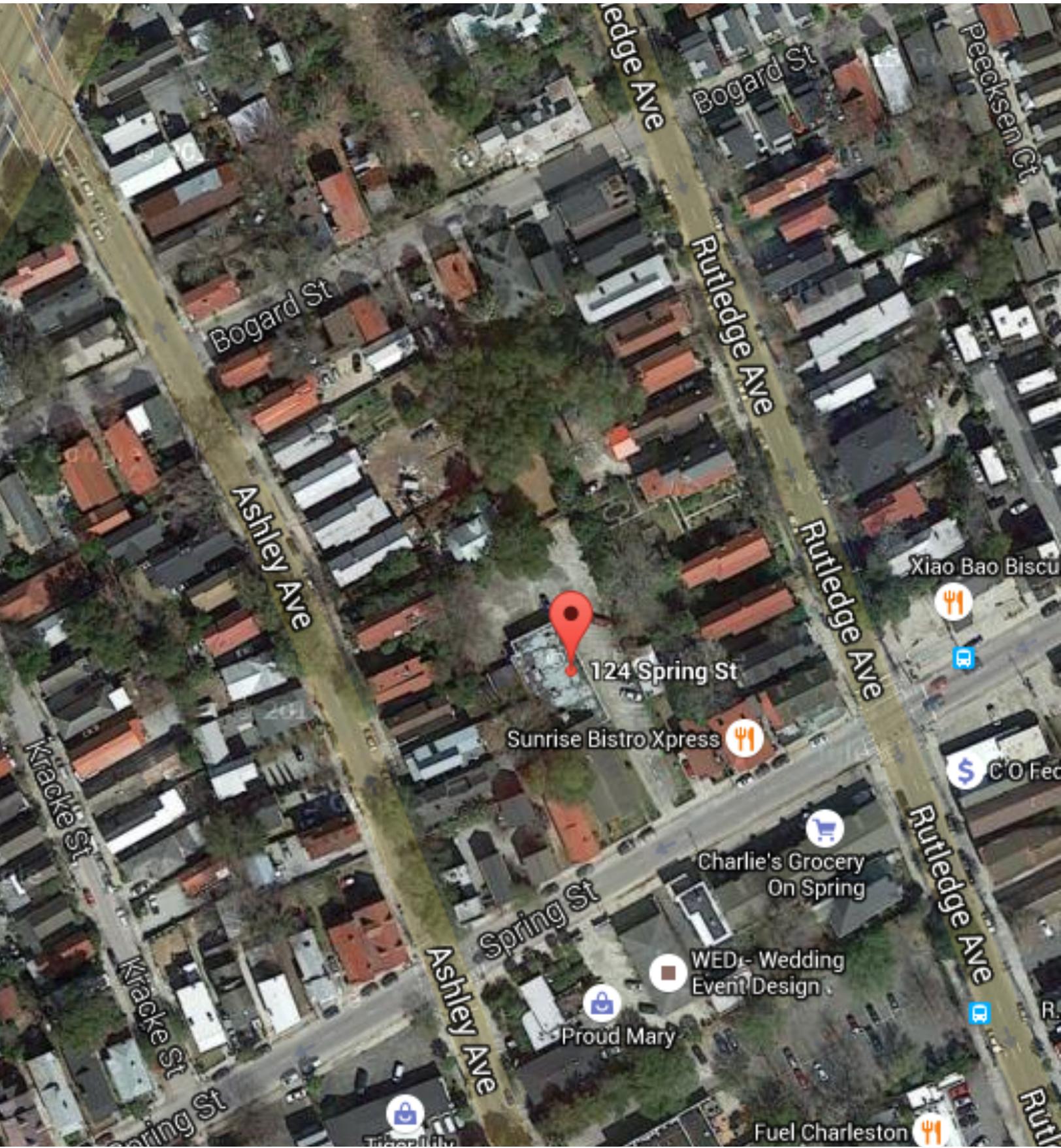
The central location of Sanctuary Court Planned Unit Development enables walking and cycling access to shopping and worksites. To encourage less reliance on the automobile, the development will offer ample, well-lit, secure bike storage. The opportunity to have commercial uses such as a neighborhood café within the development will also foster this sort of urban lifestyle.

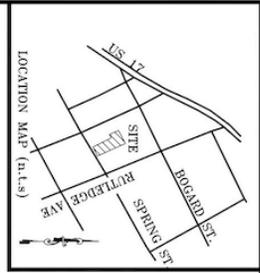
Significantly, Sanctuary Court will dedicate one parking space to an on-site "car-share" service, making it possible for the residents of Sanctuary Court (and possibly the Cannonborough/Elliottborough community) to forego personal automobile ownership.

In summary, the Sanctuary Court PUD responds to the Century V Plan by:

- The redevelopment of an abandoned site, providing quality housing, a mixture of uses and new gathering spaces benefiting the Cannonborough-Elliottborough community.
- Providing quality housing in a central location on the Charleston Peninsula, reducing the need to travel further to work or shop, resulting in reduced infrastructure costs to taxpayers.
- Accommodating future population growth through land use policies that encourage vibrant, safe and diverse neighborhoods in areas that allow efficient use of space and transportation.

- Providing flexibility in design that is better defined through a PUD, resulting in a design that is compatible with the surrounding area.
- Providing a choice of transportation options including an on-site parking space dedicated to a “car-share” vehicle, potentially eliminating the need for personal vehicle ownership.
- Not imposing any increased demand upon municipal resources or parking than would be permitted under current zoning regulations, by increasing the number of units permitted, but at the same time DECREASING the occupancy of the units from 4 bedrooms to 2 bedrooms per unit.
- Facilitating a design which results in housing units that are sized to accommodate working individuals and small families, as opposed to multiple bedrooms in each unit housing as many as 4 unrelated individuals in each unit.





LEGEND:

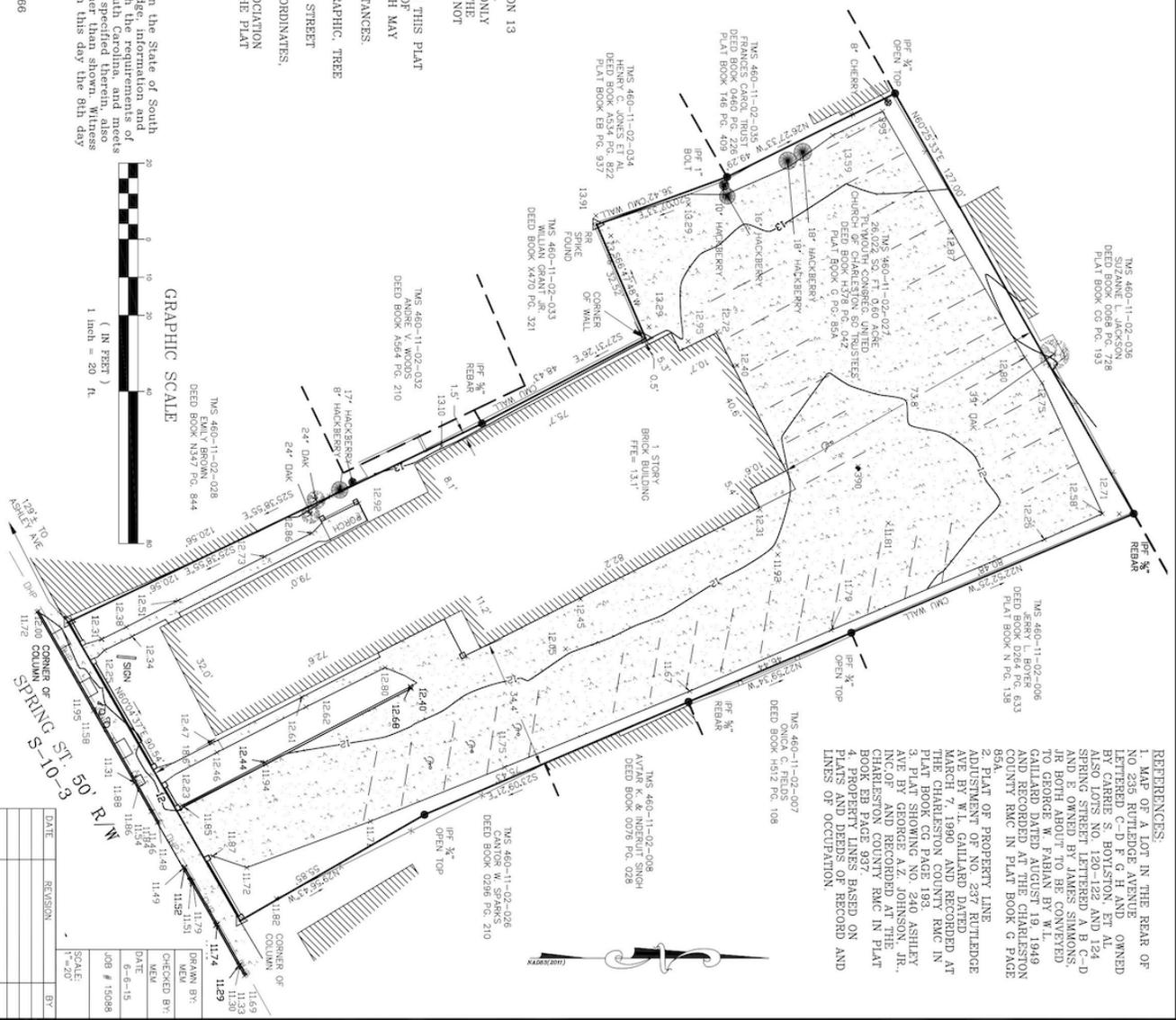
- IRP = IRON SET (6/8" REBAR UNLESS OTHERWISE NOTED)
- IRP = IRON FOUND (6/8" REBAR UNLESS OTHERWISE NOTED)
- CRP = CONCRETE MONUMENT FOUND
- SIGN
- LIGHT POLE
- FIRE HYDRANT
- WATER VALVE
- WATER METER
- WATER WELL
- SANITARY MANHOLE
- POWER POLE
- TELEPHONE TERRESTIAL
- STORM MANHOLE
- WATER LINE
- ADJACENT PROPERTY LINE

NOTES:

1. AREA DETERMINED BY COORDINATES.
2. THIS PROPERTY LIES IN FLOOD ZONE 'X' & 'AE' ELEVATION 13 AS SHOWN ON FEMA MAP 49019605123 DATED 11-17-04.
3. THE PUBLIC RECORDS REFERENCED ON THIS PLAT ARE ONLY FOR INFORMATION AND THE ESTABLISHMENT OF THE BOUNDARY OF THIS PROPERTY. THEY ARE NOT AND DO NOT CONSTITUTE A TITLE SEARCH.
4. NO SUBSURFACE OR ENVIRONMENTAL INVESTIGATION OR SURVEYS WERE PERFORMED FOR THIS PLAT. THEREFORE THIS PLAT DOES NOT REFLECT THE EXISTENCE OR NONEXISTENCE OF WETLANDS, CONTAMINATION, OR OTHER CONDITIONS WHICH MAY AFFECT THIS PROPERTY.
5. DISTANCE SHOWN HEREON ARE HORIZONTAL GROUND DISTANCES.
6. DATE OF FIELD SURVEY JUNE 4, 2015.
7. THE PURPOSE OF THIS SURVEY IS A BOUNDARY, TOPOGRAPHIC, TREE SURVEY OF 124 SPRING STREET.
8. ALL TREES 8" DBH AND ABOVE LOCATED AT 124 SPRING STREET.
9. AS SHOWN, PARTIAL PATUM IS NAD83(2011) SC STATE PLANE COORDINATES.
10. VERTICAL DATUM IS NGVD 29.
11. THERE IS NO HOMEOWNERS OR PROPERTY OWNERS ASSOCIATION IN PLACE OR RULES THAT WILL PREVENT OR VIOLATE THE PLAT PUT FORTH.

I, Matthew E. McBeath, a Professional Land Surveyor in the State of South Carolina, do hereby certify that the foregoing plat was prepared in accordance with the requirements of the Standards of Practice Manual for a Class A Survey as specified therein, and meets or exceeds the requirements for a Class A Survey as specified therein, also there are no visible encroachments or projections other than shown. Witness my original signature and license number and seal on this day the 8th day of June 2015.

Matthew E. McBeath
 Matthew E. McBeath
 1500 Huxley Drive Mount Pleasant, South Carolina 29466
 Telephone (843) 856-1277



REFERENCES:
 1. MAP OF A LOT IN THE REAR OF NO 235 RUTLEDGE AVENUE LETTERED C-D F G H AND OWNED BY CARRE S. BOYLSTON, ET AL ALSO LOTS NO. 120-122 AND 124 SPRING STREET LETTERED A B C-D AND OWNED BY MRS. SIMMONS, TO GEORGE W. FABIAN BY W.L. GALLIARD DATED AUGUST 19, 1949 AND RECORDED AT THE CHARLESTON COUNTY RMC IN PLAT BOOK G PAGE 954.
 2. PLAT OF PROPERTY LINE ADJUSTMENT OF NO. 237 RUTLEDGE AVE BY W.L. GALLIARD DATED MARCH 7, 1960 AND RECORDED AT THE CHARLESTON COUNTY RMC IN PLAT BOOK CG PAGE 193.
 3. PLAT SHOWING NO. 400 ASHLEY AVE BY HERBERT W. GONSALES, INC. OF AND RECORDED AT THE CHARLESTON COUNTY RMC IN PLAT BOOK EB PAGE 937.
 4. PROPERTY LINES BASED ON PLATS AND DEEDS OF RECORD AND LINES OF OCCUPATION.

DATE	REVISION	BY

PREPARED FOR:
CKC PROPERTIES, LLC

CITY OF CHARLESTON
 CHARLESTON COUNTY
 SOUTH CAROLINA

124 SPRING STREET
 TMS 460-11-02-027

BOUNDARY, TOPOGRAPHIC, TREE SURVEY

EAST COOPER LAND SURVEYING, LLC
 PROFESSIONAL LAND SURVEYORS
 1500 HUXLEY DRIVE MOUNT PLEASANT, SOUTH CAROLINA 29466
 OFFICE (843) 856-1277 E-MAIL ecsls@BELLSOUTH.NET

DEVELOPMENT PLAN

Property Address: 124 Spring Street, Charleston, South Carolina

TMS# 460-11-02-027

Site Area: 26,022 SF, 0.60 acres

Existing Zoning: LB and DR-2F

Existing Conditions: Paved parking area

Proposed Use: Mixed use court

Proposed Density: A maximum of 28 residential units, 4,000 square feet of commercial space

Site Development:

Maximum Commercial Space: 4000 square feet

Maximum Residential Units: 28 2-BR or 1-BR units

Building Setbacks Minimums

Front: 0 feet

Side: 1 foot

Rear: 3 feet

Minimum Lot Size: N/A

Maximum Lot Occupancy: Total Project - 50%

Max. Structure Height: Structure heights are permitted to a maximum fifty feet (50') measured from the average adjacent curb elevation to the top of the roof and three and one half (3 1/2) stories. Newly constructed homes will range from two and one half (2 1/2) to three and one half (3 1/2) stories. Heights will be distributed appropriately according to contextually appropriate massing.

Open Space: The existing parcel proposed for development is less than 10 acres, and will be exempt from the Section 54-256(h) requirement to dedicate a minimum of 20% open space. The Sanctuary Court open space plan allocates 32% of the parcel as active open space, and 18% of the parcel as a living street. All public right of ways and all amenities will be ADA and FHA compliant.

Bicycle Court Spaces: The proposed common bike area can accommodate 17 bicycles, and there are other open areas in which additional bicycle parking can be provided.

Accessory Building: No accessory buildings are planned at this time. Any accessory building added will meet accessory building standards for DR-2F zoning regulations. Use of accessory buildings will be limited to storage.

COURT: A LIVING STREET

A court in Charleston's historic district is distinct from a lane or alleyway; it is a dead end road that terminates mid-block. Examples of courts in the city include:

LOWER PENINSULA

Ford Court
Longitude Lane
Weims Court
ZigZag Alley

MIDDLE PENINSULA

Montague Court
Humphrey Court
Porters Court
Brewster Court
Payne Court
Ipswich Court
Tully Alley
Murphy Court
Menotti Street

UPPER PENINSULA

Grants Court
Woodall Court
Hampstead Court

In general, Charleston's Courts seem to have several common traits:

- The order of the city grid is suspended within the court
- Court structures are diverse in scale and use
- Buildings relate intimately to the court

The common central spine of a court fosters community. The small scale of the development will enable a familiarity among neighbors that can serve as a means of security and connection.

CASE STUDY RESULTS: PUD DESIGN

“Alleyways are an important part of Cannonborough-Elliottborough’s character.”

Chapter 6: Cannonborough/Elliottborough Area Character Appraisal

URBAN DESIGN PRINCIPLES FOR THE PUD

The design and development of the PUD will follow basic urban design principles:

Design: the overall design of the court will relate to other court precedents within Cannonborough/Elliottborough and other peninsula neighborhoods such as:

Weims Court: architectural scale, relationship of building to court

Menotti Street: architectural scale, court detailing

Tully Alley: diversity in design

Brewster Court: mixed use component

Height: The height limit in the development will be limited to 3 1/2 stories and 50'-0", in keeping with Zoning Ordinance and surrounding properties

Scale: The scale of the buildings will relate to the scale of the immediate neighborhood

Architectural Rhythm: The architectural rhythm of the development will be set to relate to the adjacent properties on Rutledge and Ashley Avenues. The entry of the site will re-establish the building rhythm on Spring Street.

Siting: Each structure in the PUD will be sited to relate to the central court, while being mindful of neighboring properties

Materials: Materials in the development will be selected to complement the neighboring properties, and to have longevity.

RELATING TO THE CONTEXT OF THE NEIGHBORHOOD

The Cannonborough/Elliottborough Area Character Appraisal lists several important landscape characteristics that we plan to adopt in the design of the PUD:

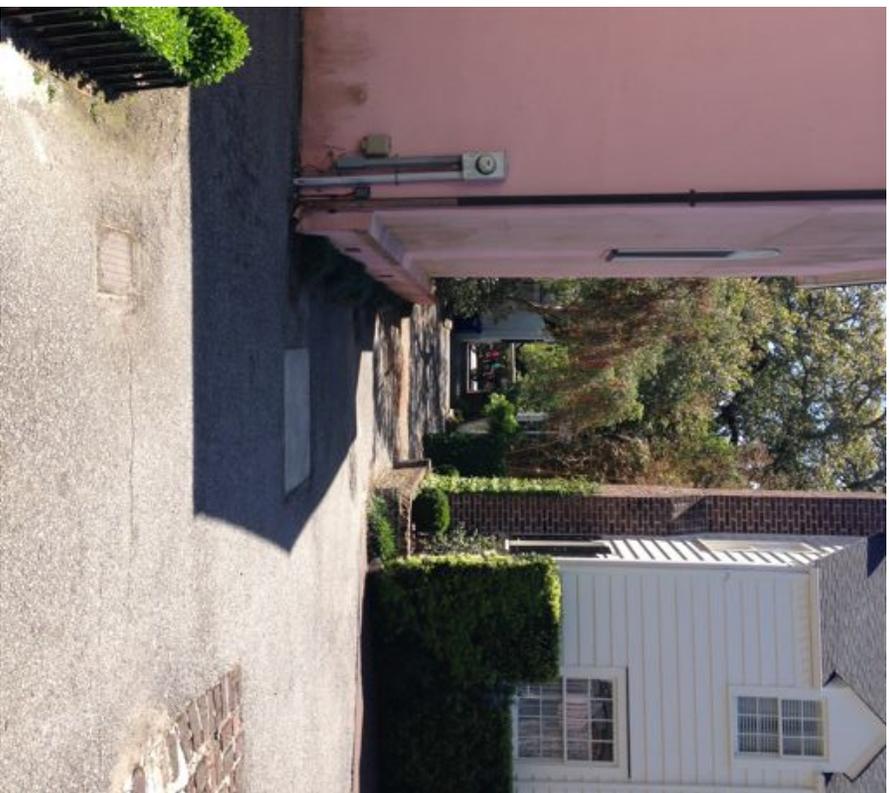
- “Brick stamped concrete patterns are present throughout the neighborhood. These mark the historic location of driveways.”
 - Brick-scaled pavers will be used for the drive and definition of parking areas

- “Most buildings have little or no setback with vegetation located to the rear or adjacent to the buildings.”
 - Buildings will directly front the court

- “The construction of walls, fences, and enclosures has been a vernacular tradition in the neighborhood. There are over 80 different variations of walls, fences, and enclosures in Cannonborough-Elliottborough.”
 - The perimeter fencing for the development will reflect neighborhood styles. There may be opportunities for smaller gated areas that relate specifically to individual structures.



relationship of buildings to court



relationship of buildings to court

SANCTUARY COURT
PLANNED UNIT DEVELOPMENT

CASE STUDY: WEIMS COURT



emergency vehicle lane is "zoned" with materials



parking is integrated with common space/landscape



parking is integrated with common space/landscape

SANCTUARY COURT
 PLANNED UNIT DEVELOPMENT
 CASE STUDY: MINOTTI STREET



diversity in architectural styles on the court

SANCTUARY COURT
PLANNED UNIT DEVELOPMENT

CASE STUDY: TULLY ALLEY

Parking Philosophy

Sanctuary Court is located centrally within the Charleston peninsula, a comfortable walking or bicycling distance to all major employment centers on the peninsula. The subject property is located 1/2 mile from MUSC; 1/2 mile from the King Street/central business district corridor and .9 miles from the College of Charleston. Furthermore, the burgeoning technology district in the Upper Peninsula is convenient to the subject site with businesses such as Boomtown located .7 miles to the north.

Due to the convenient and centralized location of Sanctuary Court, pedestrian and bicycle commuting will be encouraged by the applicant through the implementation of safe, secure and convenient bicycle storage facilities on site.

In addition, there will be 1 parking space on site for each long-term rental unit in the residentially zoned portion of the site for use by the residents.

On street parking permits will be limited by the city to one parking permit per residential unit, to a maximum of 28 on street parking permits. This amount relates to the original zoning maximum of 14 units, each with 2 on street parking permits available per unit.

In effort to reduce the resident's reliance on personal automobiles, the applicant will dedicate one parking space for a car-share vehicle and attempt to enter into a strategic alliance with Zipcar of Charleston, a national car sharing service. The applicant's intention is to utilize one parking space at Sanctuary Court for the purpose of parking a car-sharing vehicle for use by not only the residents of Sanctuary Court, but also for use by others within the Cannonborough - Elliottborough neighborhood (pending usage needs within the development). Furthermore, if the City adopts a car-share service in the future, this parking space at Sanctuary Court will be made available to the City to be utilized by this program.

Car sharing services have proven on a national level to diminish the need for individuals to own and maintain personal vehicles as it provides the means to run errands, which has driven the necessity of personal vehicle ownership.

National League of Cities – Sustainable Cities Institute

The National League of Cities – Sustainable Cities Institute has summarized the benefits of car sharing as follows:

“Carsharing is a membership-based service, often run by private companies or non-profit organizations, whereby individuals are able to access shared vehicles, parked throughout communities, for short-term use. Members typically pay an annual fee as well as an hourly rate per usage. Carshare companies in turn typically cover costs of insurance, regular maintenance, and even gas. Primarily designed for shorter trips, carsharing provides a viable alternative to traditional car ownership and can serve as an extension of a city's transportation network. These programs, which local governments can support (see below), positively contribute to and expand sustainable

transportation options within and around urban areas.

Rationale

Carsharing increases mobility for community members to reach destinations otherwise inaccessible by public transit, walking or biking. This type of service is particularly valuable for individuals without access to personal vehicles and provides the added benefit of avoiding the financial costs associated with car ownership such as insurance and maintenance. Additionally, carsharing encourages and supports multi-modal communities by providing an additional transportation option and demonstrating that "mobility" in a city does not require personal vehicle ownership. While drop-off and pickup specifications vary based on the program, carsharing vehicles are typically located in areas to help increase connectivity and accessibility to a variety of transportation modes. Finally, vehicles used in carshare programs are typically fuel efficient, thus reducing gasoline consumption and keeping CO2 emissions to a minimum.

Benefits

Carsharing is most successful in dense areas; when it is offered as a complement to other forms of transit; and/or when it is located in areas that may not be strongly connected to existing transportation options. In such an environment, carsharing programs offer the following benefits:

- 1. · Increased mobility and accessibility for residents.*
- 2. · Increased transit ridership as a consequence of less car owners.*
- 3. · Avoided financial burdens of car ownership for members. According to research, approximately 25%-71% of carshare members have indicated that this option has allowed them to avoid the purchase of a personal vehicle (Shaheen et al, 2009).*
- 4. · Lower demand for on-street parking, particularly at peak traffic levels.*
- 5. · Lower traffic congestion and air pollution. Studies have estimated that carsharing removes between 4.6 and 20 cars per vehicle-shared from the road (Shaheen et al, 2009)."*

In summary, by implementing car share service at Sanctuary Court, the on-site parking demand will be reduced and more space may be utilized for bicycle storage and gathering spaces. An additional benefit of having a car share service positioned at Sanctuary Court will be the potential expansion of this service to the entire Cannonborough/Elliottborough community.



RESIDENTIAL ZONING

COMMERCIAL ZONING

92' FROM RIGHT OF WAY

**SANCUTARY COURT
PLANNED UNIT DEVELOPMENT**

■ COMMERCIAL ZONING	9,730SF
■ RESIDENTIAL ZONING	16,292F

PROPOSED LAND USE PLAN

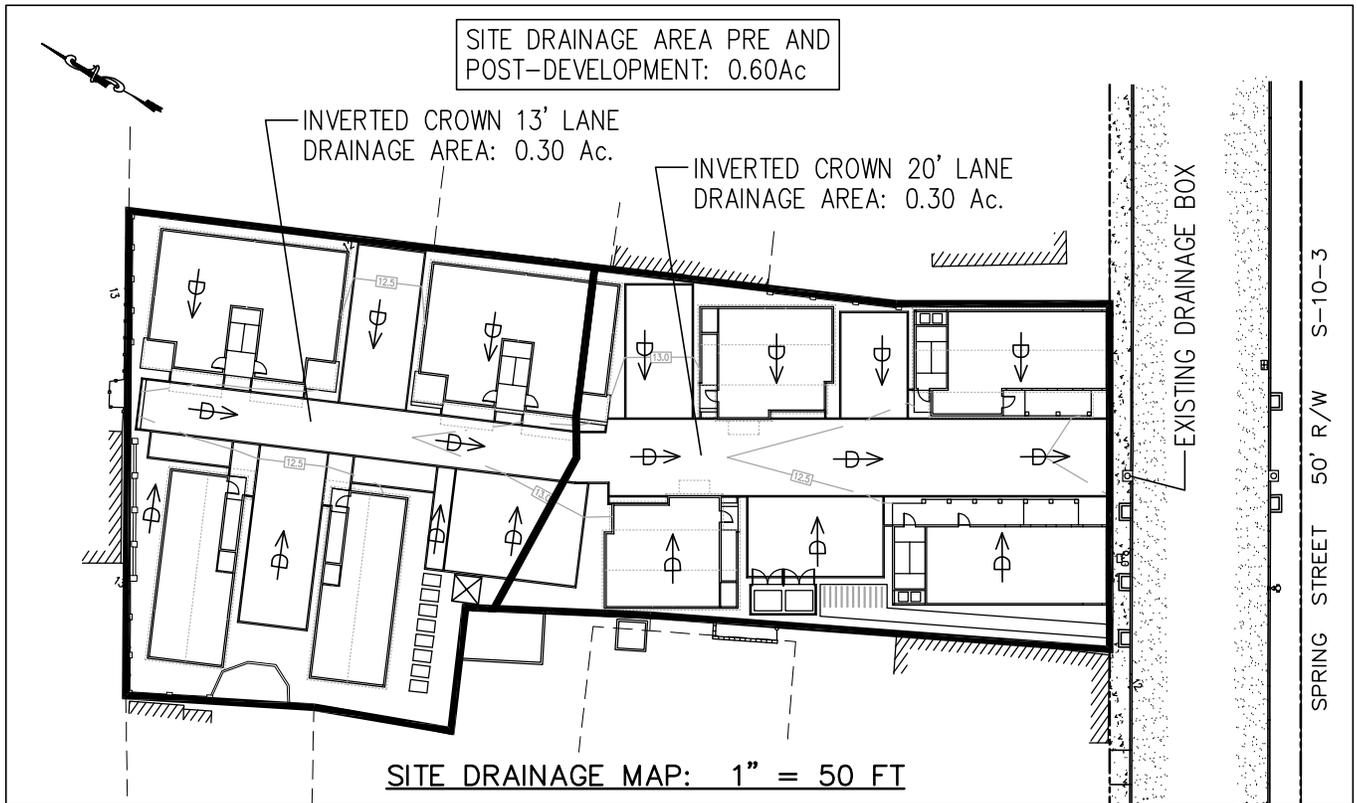


**SANCTUARY COURT
PLANNED UNIT DEVELOPMENT**

ACTIVE OPEN SPACE-GREEN SPACE
this area will be common space for use by all units

0.1 5 10

PROPOSED GREEN SPACE PLAN



SITE SURFACE AREA IMPERVIOUS COMPARISON:

TOTAL SITE AREA:	26,023 SF;	100.0%
PRE-DEVELOPMENT SITE IMPERVIOUS:	21,597 SF;	83.0%
POST-DEVELOPMENT SITE IMPERVIOUS:	15,464 SF;	59.4%

RUNOFF CURVE NUMBER COMPARISON:

PRE-DEVELOPMENT SITE IMPERVIOUS @ 98:	83.0%
PRE-DEVELOPMENT SITE OPEN CONDITION @ 80:	17.0%
PRE-DEVELOPMENT AVERAGE CN:	96.9

POST-DEVELOPMENT SITE IMPERVIOUS @ 98:	59.4%
POST-DEVELOPMENT SITE GRAVEL PARKING @ 80:	6.9%
POST-DEVELOPMENT SITE OPEN @ 77:	33.7%
POST-DEVELOPMENT AVERAGE CN:	89.6

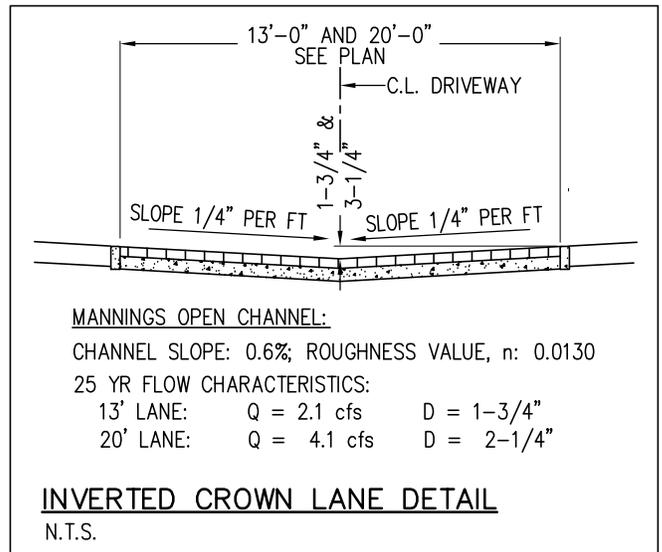
STORMWATER NOTES:

1. ANTICIPATED DISTURBANCE IS 0.6 Ac AND DRAINAGE TRAVEL PATH TO RECEIVING WATERBODY IS GREATER THAN 1/2 MILE.
2. DUE TO AN ANTICIPATED REDUCTION OF SURFACE IMPERVIOUS FROM REDEVELOPMENT, NO STORMWATER DETENTION IS PROPOSED FOR PURPOSE OF REDUCING PEAK FLOW RATES FROM THE SITE.
3. OUTFALL FROM THIS SITE IS AN EXISTING INLET SYSTEM ALONG SPRING STREET FOR BOTH PRE- AND POST-DEVELOPMENT CONDITIONS.

FLOW RATE COMARISON: (TR55)

STORM FREQUENCY: PRE-DEVELOPMENT: POST-DEVELOPMENT:

2 YEAR	2.3 CFS	1.9 CFS
10 YEAR	3.6 CFS	3.2 CFS
25 YEAR	4.4 CFS	4.0 CFS



PUD Stormwater Exhibit

124 Spring Street – TMS 460-11-02-027
City of Charleston, Charleston Peninsula

GENERAL GUIDELINES

A. PARKING:

One parking space will be provided for each one or two bedroom apartment located within the Residentially Zoned portion of the site.
Parking will not be provided for commercial or residential units located within the Commercially Zoned portion of the site.

Parking will be provided as follows:
0 spaces for commercial units
0 spaces for the short-term rental/loft office units in Commercially Zoned portion
1 Space per unit in the Residentially Zoned portion
1 Space for the car share service vehicle

Standard parking spaces will be 9'x18'-6".

B. RESIDENTIAL UNITS:

Single family attached residential units will exist throughout the development.

Residential units will have frontage along Sanctuary Court and Spring Street. All units within the residentially zoned portion of the property will be offered as long-term rental units. Units within the commercially zoned portion of the property may be offered as short-term rental units per the current Zoning Ordinance. See the Land Use Plan exhibit for areas designated as Residential or Commercial Zones.

C. COMMERCIAL UNITS:

Commercial units will exist within the commercially zoned portion of the property. All uses currently allowed within the City of Charleston's LB zoning designation will be allowed in the commercial spaces. Units will be offered as rentals.

D. BUILDING HEIGHTS & MASSING:

Building height and massing will vary throughout the development but overall building height will be limited to 3 1/2 stories or 50'-0" measured from the average adjacent ROW/front property line back-of-curb elevation to the top of the roof. This project is within the City of Charleston Board of Architectural Review jurisdiction, and, therefore, all buildings, site elements, and signage will be within the board's purview.

E. FLOOD ZONE:

This property is in an AE-13 flood zone. All new construction must meet current FEMA requirements. City of Charleston requires a 1'-0" first floor increase over base flood elevation.

F. PROPERTY OWNERS ASSOCIATION:

The applicant's intention is to retain ownership of the entire parcel and be responsible for the ongoing maintenance and repairs. Thus, no POA will be formed at this time.

G. UTILITIES:

Water service will be provided by Charleston Water System. Power and natural gas will be provided by SCE&G. Garbage collection will be provided privately by Republic Services, Inc. or other commercial rubbish services, as contracted by applicant.

H. SIGNAGE:

Signage will be limited to that necessary for parking/traffic, and what can be allocated for the commercial units per city of Charleston Zoning Ordinance, Section 54-410 and shall be reviewed by Charleston's Board of Architectural Review. Also, street and unit address signage will be provided.

I. LANDSCAPE:

Landscaping will be provided throughout the development. Supporting irrigation may be provided as well

J. LIGHTING:

The applicant will prepare a lighting plan for pedestrian and street lighting. All decorative lighting for buildings will be provided during the build out of the project. As a general rule, all exterior lighting will be "cut-off" or "shielded" style fixtures as recommended by the Dark Sky Society to limit "light trespass" onto neighboring properties.

K. STREETS, SIDEWALKS:

The applicant will construct Sanctuary Court, as a two-way 14-20' court. The first 125'-0" of the drive will be 20'-0" wide to accommodate an emergency vehicle and will be designed to accommodate the load of that vehicle. Materials will be stamped concrete and heavy traffic rated pavers. The remaining 123'-0" will be 14'-0" wide with similar materials. Connection of the Sanctuary Court with Spring Street will be coordinated with SCDOT. Streets and sidewalks will be private and will not be managed by SCDOT or the City of Charleston. Maintenance of all streets and sidewalks will be handled by the applicant and maintained privately.

L. TREES:

The existing 24" water oak will be protected per the City of Charleston Tree Protection Requirements unless it is deemed a hazard in which case the applicant will request approval to remove.

M. WORK FORCE HOUSING:

This project will have 4 units that will be offered as Work Force Housing for income levels ranging from 80%-120% AMI for a 10-year period.

Prior to issuance of certificate of occupancy for the building in which the workforce housing is located, the applicant shall execute covenants identifying the rental workforce housing units and restricting such units to occupancy (and if applicable ownership), by qualified households for a period of ten years, and submit a copy of the recorded covenants to the City of Charleston Department of Housing and Community Development, or its successor.

The covenants shall require the applicant to provide proof to the City of Charleston Department of Housing and Community Development, or its successor, on an annual basis, that no more than fair market rent is being charged for the unit and that a qualified household occupies the unit. Fair market rent is equal to no more than 33% of annual income for a couple that have an income levels ranging between 80%-120% AMI.

The covenants shall accord the City of Charleston, or its assignee, rights to enforcement by any legal and/or equitable means, including the revocation of a Certificate of Occupancy, and in all events be subject to approval by corporation counsel.

N. PUBLIC BENEFITS:

Currently a large concrete and asphalt parking lot that interrupts the rhythm in the streetscape of Cannonborough/Elliottborough's mixed-use corridor, the site will become a development that re-establishes that rhythm with a vibrant court housing residential and commercial uses as well as gathering spaces.

Sanctuary Court will have smaller residential units geared towards housing professionals and working families, as well as commercial uses that will cater the neighborhood needs.

Sanctuary Court will help reduce on street parking demand and the need for car ownership by providing one parking space to an on site car-share service that will be offered to the residents of the development as well as the neighborhood.

Sanctuary Court will provide housing opportunities to Charleston's working citizens, within walking or biking distance of all major employers on the Charleston Peninsula reducing cross-town traffic impacts.



June 23rd, 2015

Board of Architectural Review

City of Charleston
2 George Street
Charleston, SC 29401

Re: Demolition Application: 124 Spring Street Plymouth Church

Dear Chair and Board Members:

We understand that an application for demolition of 124 Spring Street has been submitted to the Board of Architectural Review ("BAR"). We, the undersigned Trustees of Plymouth Church are submitting this letter in support of the applicant's application for demolition.

Plymouth intends to sell this location and relocate as a part of its vision to continue to grow its ministry and outreach. The sale of this property will allow for the continued expansion of activities, facilities, programs, and ministry of the church. This is consistent with our rich history that can be traced back to 1860s.

In the early days, meetings were held in several different places. On March 10, 1872 the church purchased and built a building on a corner lot on Pitt and Bull Streets. In 1884 the Church voted to remove that building and in 1886 built a three-story building. In 1905 that location was remodeled. Early in 1950, it was decided that the Church would move uptown to its current location in order to increase membership. In 1958, the current edifice was erected and the former site was sold to the Association for the Blind. In 1982 an addition to the original structure was completed. In 2014, the Congregation voted again to move, to sell the current location and relocate as a part of it vision of increasing ministry to the community.

As described above, we have worshiped in a number of locations and our move is both consistent with our vision for increased ministry and we believe is beneficial to the community fabric. Over the years there have been significant modifications and additions to the original structure. This includes an expansion of the sanctuary, relocating the main entrance, creation of the lobby, and construction of the fellowship hall in the rear.

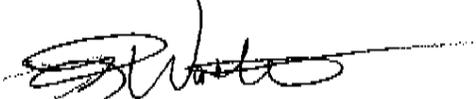
In addition to the physical structure, the interior layout of the sanctuary has been modified over time, and, therefore, the items such as crown molding and paneling that may seem to be interesting elements in the sanctuary are not original, but were part of the alterations.

Lastly, the church has been used for singular purpose of worship. We don't feel like it should be used for any other use and therefore should be demolished rather than converted into an office or residential use, especially since there are no particular architectural elements of any significance.

Demolition Application: 124 Spring Street Plymouth Church
Page # 2

Again, we support demolition and their project as a whole and believe it will be good for the neighborhood and allow us to move to a location that better allows us to expand our ministry, congregation, and facilities.

Respectfully submitted,
Plymouth Church



Ramon Washington, Pastor

Edward Smalls

Edward Smalls, Elder

May 5, 2016

Colin Colbert
124 Spring, LLC
PO Box #451
Charleston, SC 29402

Re: Cultural Resources Assessment of 124 Spring Street, Charleston, South Carolina.

Dear Mr. Colbert:

Please find attached a pdf copy of our report entitled “Cultural Resources Assessment of 124 Spring Street, Charleston, South Carolina.” Do not hesitate to contact me if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Gwendolyn Moore". The signature is fluid and cursive, with the first name being more prominent.

Gwendolyn (Inna) Moore
Senior Archaeologist

Cultural Resources Assessment of 124 Spring Street Charleston, South Carolina

**Inna Moore and Charlie Philips
Brockington and Associates, Inc.
May 2016**

1.0 Introduction

Brockington and Associates, Inc. completed a cultural resources assessment of 124 Spring Street (TMS: 4601102027) in Charleston, South Carolina in May 2016. The assessment was conducted for 124 Spring, LLC to assess the potential for development activity related to a proposed Planned Unit Development (PUD) to impact significant historic resources. The location of the project parcel and previously recorded sites is shown in Figure 1.

The assessment consisted of background research and field reconnaissance. 124 Spring Street is within an area designated as an Historic Area (see Figure 1). This area of the peninsula has been determined eligible for the National Register of Historic Places (NRHP) as part of a proposed expansion to the Charleston Old and Historic District; however, due to owner objection, the district expansion never officially took place. This area of the peninsula is still considered eligible for the NRHP and should be managed as if it were listed.

There are no standing structures located on the property. Portions of the foundation and pieces of the floor of Plymouth Congregational Church are still visible at the ground surface; however these features do not retain any integrity and warrant no further investigation. Since the project tract is located in the Charleston Old and Historic District Expansion, the PUD should work closely with the City of Charleston's Planning, Preservation & Sustainability Department to ensure that the new development does not intrude on any individual historic properties or elements of the Historic Area. Additional work at the site with regard to cultural resources is not warranted.

2.0 Background Research

2.1 Previously Recorded Sites

The author (Inna Moore) consulted ArchSite, the state's online GIS database for previously recorded historic properties, and visited the state archaeological site files office at the South Carolina Institute of Archaeology and Anthropology (SCIAA) in Columbia. She also reviewed correspondence between Ralph Baily, of Brockington and Associates, and Brad Sauls at the South Carolina Department of Archives and History (SCDAH) regarding the proposed expansion to the Charleston Old and Historic District (Bailey and Kitchens 2015).

There is one recorded historic architectural resource within 500 feet of 124 Spring Street. The resource is located at 210 Rutledge Avenue (see Figure 1). It is a c. 1920s commercial building that contributes to the Charleston Old and Historic District Expansion. The resource is located well to the south of the proposed project and will not be impacted. As mentioned above, the parcel located at 124 Spring Street is within an area that was recommended as an expansion to the existing Charleston Old and Historic District following a study completed in 1985 (Bailey and Kitchens 2015). Owners of the properties that are within the proposed expansion objected to having their property listed on the NRHP,

and the expansion never took place; however, the area still considered eligible for the NRHP and should be managed as if it were listed.

2.2 A Brief History of 124 Spring Street

The project Historian (Charlie Philips) conducted archival research using historic maps, deeds, and plats of the project area at the Charleston County RMC office and the South Carolina Room of the Charleston County Library.

A review of historic maps and plats of the immediate area indicates that the project tract is part of the Elliottborough Neighborhood, developed by Barnard Elliott in the early nineteenth century. In March 1817, John Marsh sold the land located at the northwestern corner of Pinckney and Elliott Streets (today Rutledge and Spring Streets, respectively) to John Frazier (CCDB S8:83). In 1839 the land was sold by John Frazier's son, Frederick, to Andrew Gray (CCDB S8:83; CCDB D11:377). Between its purchase and Gray's death in 1857 a large house and multiple other buildings were built on the property. Figure 2 shows the 1857 plat of Gray's land and the project tract. The plat shows a residence and multiple outbuildings located in the southeastern portion of the project tract (Lot No. 7).

In 1867 Isabella Gray, who inherited the land from her husband, sold Lot No. 50, formerly known as Lot No. 7, to William Ferguson (CCDB T13:162). In 1883, Ferguson's executor conveyed Lot 50 to Benjamin F. Simmons (CCDB Q22:11). At this time, Simmons acquired the majority of the remaining Gray lands. Simmons divided the property to create two parcels Lots 120 and 122 Spring Street. He subdivided the northern interior portion of these lots and joined it to Lot 235 Rutledge Avenue.

Benjamin F. Simmons also purchased the lot west of his Lot 50 on May 5, 1887 from the Master in Equity (CCDB W18:275). This tract had been owned by Martin Nelson and his family prior to the Civil War and acquired by Robin Perry, though no deed is recorded. Perry passed the lot to Charlotte Perry and her children, who lost it in foreclosure in 1887. Simmons subdivided the northern interior portion lot 124 Spring Street and joined it to Lot 235 Rutledge Avenue. In 1887, Simmons also joined the rear portion of Lot 126 Spring Street to Lot 235 Rutledge Avenue (CCDB W18:275). Structures were built on Lots 124, 122, and 120 shortly after. Figure 3 shows subdivided lots, project area, and multiple buildings on a portion of the 1902 and 1944 Sanborn map.

The heirs of Benjamin F. Simmons conveyed 235 Rutledge Avenue along with the vacant rear lot to Walter P. Boylston in 1905 (CCDB F24:627). Boylston married Carrie Simmons, a daughter of Benjamin F. Simmons and when the property was foreclosed on during the Great Depression of the 1930s, Carrie Simmons repurchased it (CCDB Y36:367). In 1949 she sold the Plymouth Congregational Church the vacant lot behind her house at 235 Rutledge Avenue.

In 1894, James S. Simmons, a son of Benjamin F. Simmons purchased lots 120 and 122 Spring Street from his father (CCDB Q22:11). In 1898, he purchased Lot 124 Spring Street from his brothers and sisters, consolidating all three lots. In 1948, James S. Simmons' heirs transferred the three lots to their brother, James S. Simmons, Jr. as his share of their father's estate (CCDB M49:73). The heirs commissioned a plat drawn of the lands (see Figure 4). In 1949, Simmons sold the three lots to George W. Fabian who conveyed them to the Plymouth Congregational Church in 1956 (CCDB K62:178).

The Church kept the property for many years and consolidated the four lots into one piece, which constitutes the current project tract. Sometime between 1957 and 1973, the Church built two large structures on the western portion of the property. The records show no indication that the Church established a cemetery on the property. In 2015, 124 Spring, LLC bought the tract from the Trustees of the Plymouth Congregational Church (CCDB H378 and CCDB 0505:726). In December of 2015, they

were granted a permit to demolish the building which they did shortly after (Erin Lanier, personal communication May 3, 2016). At the present time, there are no standing structures on the property.

3.0 Field Reconnaissance

Archaeologists visited the site on May 4, 2016 and noted that the property is currently being used as a parking lot. The surface area of the parking lot consists of asphalt, concrete, and gravel. Figure 5 presents views of the project tract. After investigating the ground surface, it appears that the church and associated buildings were razed leaving the foundation and floors partially intact. Gravel was added to create a gradual rise from the original parking lot to the buildings floor to create a continuous surface for parking. Figure 6 presents views of the floor and foundation. No evidence of earlier buildings was seen on the property.

4.0 Project Summary

To summarize, development of the project tract began in the mid-1800s and continued into the mid-1900s. The earliest buildings were razed and new buildings were built in their footprints. There are no standing structures located on the property. Portions of the foundation and pieces of the floor of the Plymouth Congregational Church are still visible at the ground surface; however, these features do not retain any integrity and warrant no further investigation. Since the project tract is located in the Charleston Old and Historic District Expansion, the PUD should work closely with the City of Charleston's Planning, Preservation & Sustainability Department to ensure that the new development does not intrude on any individual historic properties or elements of the Historic Area. Additional work at the site with regard to cultural resources is not warranted.

5.0 References

Bailey, Ralph and Scott Kitchens

2015 *Cultural Resources Assessment of 133 and 134 Cannon Street, Charleston, South Carolina*.
Prepared for Melton Design Group.

Charleston County Deed Books

1719 to present Originals in the Charleston County RMC Office, Charleston.

Charleston County Plat Books

1783 to present Originals in the Charleston County RMC Office, Charleston.

Sanborn Fire Insurance Maps of Charleston, South Carolina

1901 An Original copy is in the South Carolina Room of the Charleston County Public Library.
Also online at the Charleston County Website.

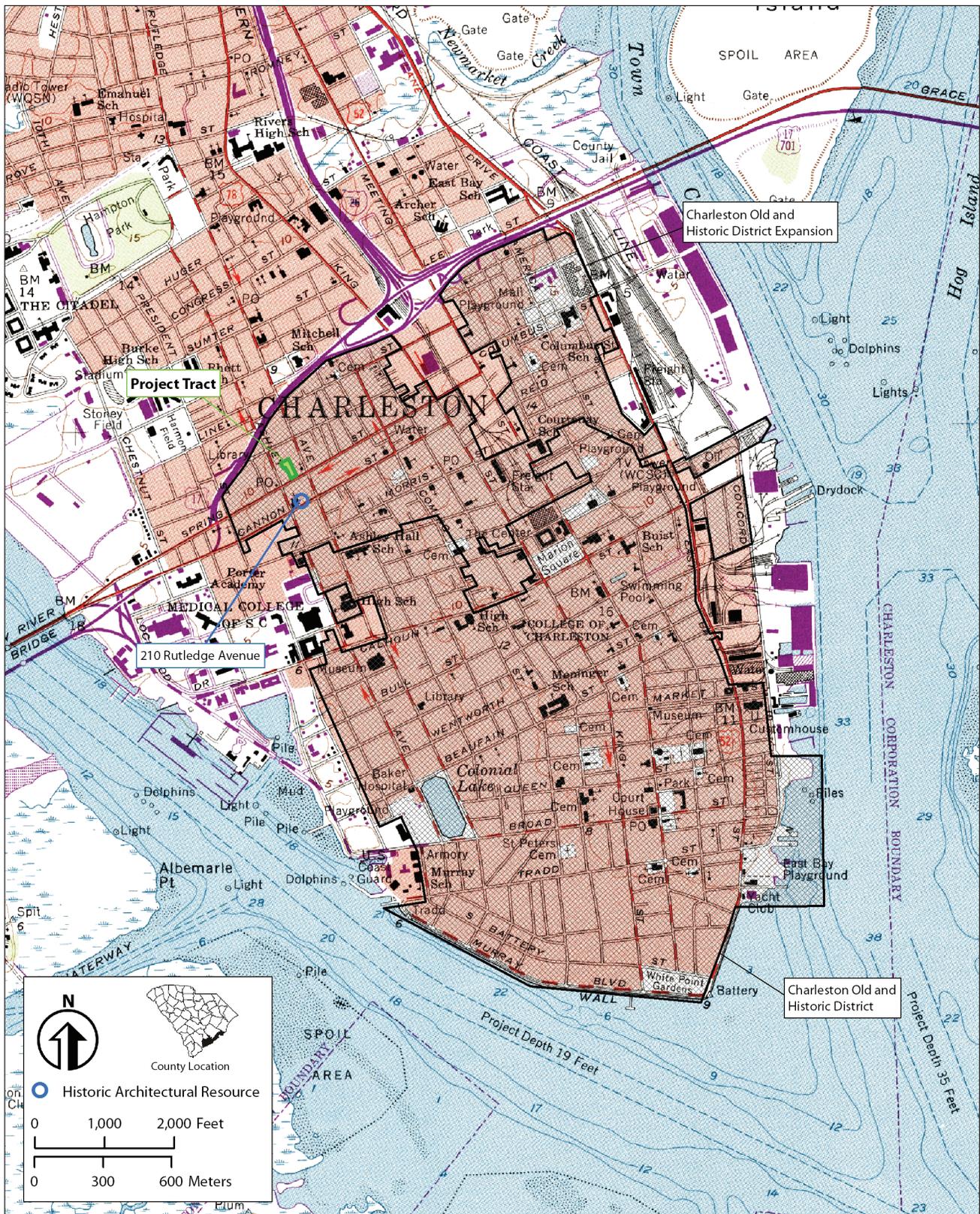


Figure 1. Location of 124 Spring Street showing recorded cultural resources within 500 feet as well as the Charleston Old and Historic District.

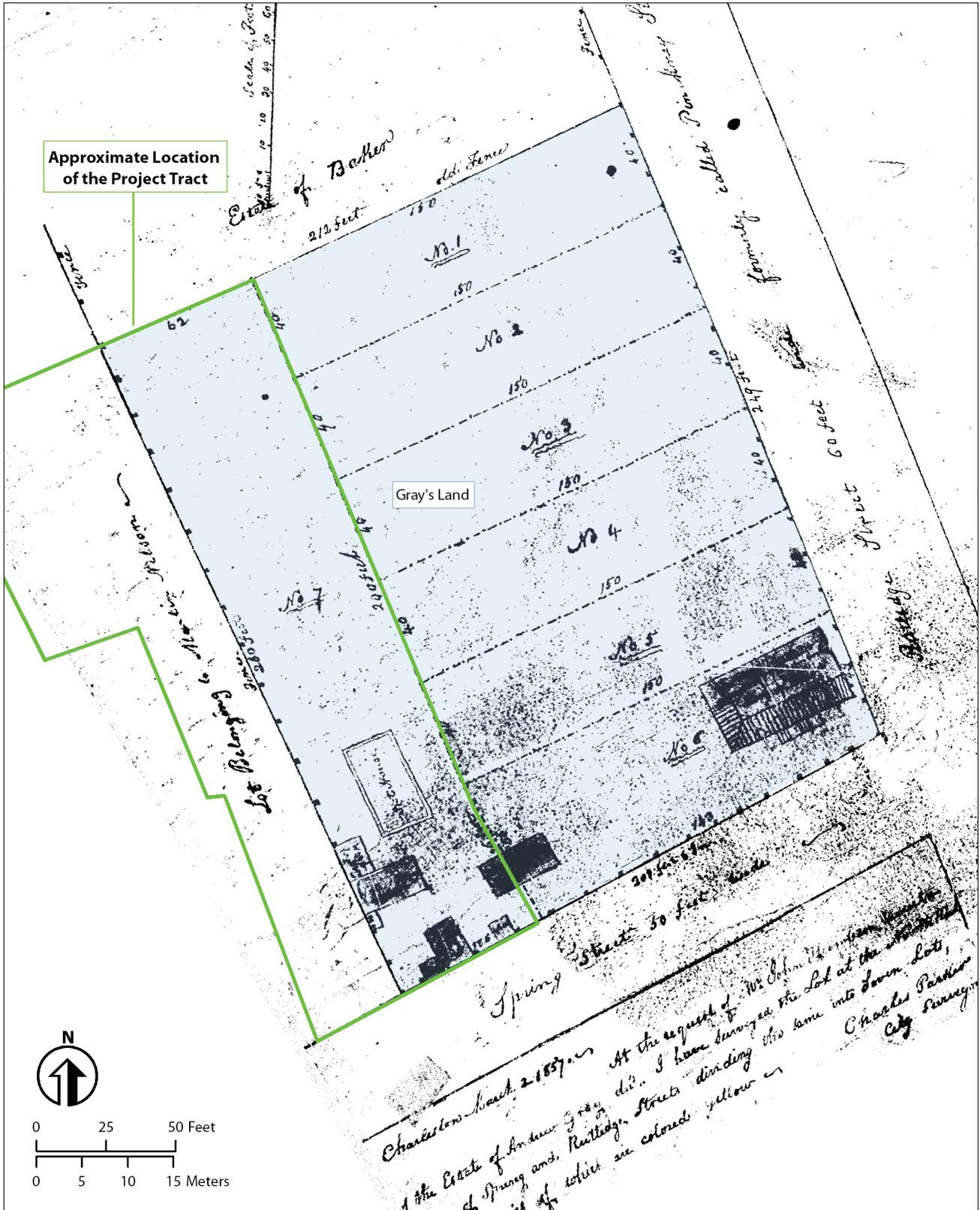


Figure 2. An 1857 Charles Parker plat of the subdivision of the lands of Andrew Gray at Rutledge and Spring Street with the project tract superimposed (Charleston County Plat Book [CCPB] A1:135).



Figure 3. A portion of the 1902 and 1944 Sanborn Fire Insurance Map showing the location of the project tract.



Figure 5. Views of 124 Spring Street, facing north (top) and facing southeast (bottom).



Figure 6. Views of the floor and foundation of the Plymouth Congregational Church, facing south (top) and facing east (bottom).



PO Box B
Charleston, SC 29402
103 St. Philip Street (29403)

(843) 727-6800
www.charlestonwater.com

Board of Commissioners
Thomas B. Pritchard, Chairman
David E. Rivers, Vice Chairman
William E. Koopman, Jr., Commissioner
Mayor John J. Tecklenburg (Ex-Officio)
Councilmember Perry K. Waring (Ex-Officio)

Officers
Kin Hill, P.E., Chief Executive Officer
Dorothy Harrison, Chief Administrative Officer
Wesley Ropp, CMA, Chief Financial Officer
Andy Fairey, Chief Operating Officer
Mark Cline, P.E., Capital Projects Officer

5/2/2016

Mr. Glenn Zuber
1388 Lochmere Ct.
Mt. Pleasant, SC 29466

Re: Sewer Availability to TMS #460-11-02-027 to serve 28 multi family residential units and two commercial units

Dear Mr. Zuber,

This letter is to certify our willingness and ability to provide wastewater collection service to the above referenced site in Charleston County, South Carolina. Wastewater collection service to this site may be made available via the existing eight inch gravity main in the right of way of Spring St. Any subdividing of the property subsequent to this correspondence will require a review process of the civil engineering plans to ensure compliance with the Charleston Water System minimum standards. Any extensions and/or modifications to the infrastructure to serve this site will be a developer expense. Please be advised that wastewater impact fees, wastewater tap fees, change-in-use fees, and/or cost to extend fees will be due prior to connection of any Charleston Water System's sewer system. This letter does not reserve capacity in the Charleston Water System infrastructure and it is incumbent upon the developer or his agent to confirm the availability herein granted past 12 months of this correspondence.

The Charleston Water System certifies the availability of service only insofar as its rights allow. Should access to our existing sewer main/mains be denied by appropriate governing authorities, the Charleston Water System will have no other option than to deny service.

This letter is not to be construed as a letter of acceptance for operation and maintenance from the Department of Health and Environmental Control.

If there are any questions pertaining to this letter, please do not hesitate to call on me at (843) 727-6870.

Sincerely,

A handwritten signature in blue ink that reads "Cheryl Boyle".

Cheryl L. Boyle
Engineering Assistant
Charleston Water System

cc: file

This is an "uncontrolled" copy of a controlled document.



PO Box B
 Charleston, SC 29402
 103 St. Philip Street (29403)
 (843) 727-6800
 www.charlestonwater.com

Board of Commissioners
 Thomas B. Pritchard, Chairman
 David E. Rivers, Vice Chairman
 William E. Koopman, Jr., Commissioner
 Mayor John J. Tecklenburg (Ex-Officio)
 Councilmember Perry K. Waring (Ex-Officio)

Officers
 Kin Hill, P.E., Chief Executive Officer
 Dorothy Harrison, Chief Administrative Officer
 Wesley Ropp, CMA, Chief Financial Officer
 Andy Fairey, Chief Operating Officer
 Mark Cline, P.E., Capital Projects Officer

5/2/2016

Mr. Glenn Zuber
 1388 Lochmere Ct.
 Mt. Pleasant, SC 29466

Re: Water Availability to TMS #460-11-02-027 to serve 28 multi family residential units and two commercial units

Dear Mr. Zuber,

This letter is to certify our willingness and ability to provide water to the above referenced site in Charleston County, South Carolina once completion of the water main replacement project is finalized. We are replacing the existing main with an eight inch water main in the right of way of Spring St. that is projected to be completed by the end of the third quarter of 2016. This review does not supplant any other review as required by governing authorities and municipalities. It will of course be a developer responsibility to ensure there are adequate pressures and quantities on this line to serve this site with domestic water/fire flow and not negatively impact the existing developments. Please be advised any extensions or modification to the infrastructure as well as any additional fire protection will be a developer expense. All fees and costs associated with providing water service to this site will be a developer expense. This letter does not reserve capacity in the Charleston Water System infrastructure and it is incumbent upon the developer or his agent to confirm the availability herein granted past 12 months of this correspondence.

The Charleston Water System certifies the availability of service only insofar as its rights allow. Should access to our existing main/mains be denied by appropriate governing authorities, the Charleston Water System will have no other option than to deny service.

This letter is not to be construed as a letter of acceptance for operation and maintenance from the Department of Health and Environmental Control.

If there are any questions pertaining to this letter, please do not hesitate to call on me at (843) 727-6870.

Sincerely,

Cheryl L. Boyle
 Engineering Assistant
 Charleston Water System

cc: file

This is an "uncontrolled" copy of a controlled document.



April 27, 2016

Mr. Glenn Zuber
1388 Lockmere Court
Mt Pleasant, SC 29466

Re: 124 Spring Street, Charleston, SC 29403
TMS # 460-11-02-027

Dear Mr. Zuber:

I am pleased to inform you that South Carolina Electric & Gas Company (SCE&G) will be able to provide electric and gas service to the above referenced project. Electric and gas service will be provided in accordance with SCE&G's General Terms and Conditions, other documents on file with the South Carolina Public Service Commission, and the company's standard operating policies and procedures. Any associated customer contribution will be determined when equipment loads and projected revenues are analyzed. In order to begin engineering work for the project, the following information will need to be provided:

- Detailed utility site plan (AutoCAD format preferred) showing water, sewer, and storm drainage as well as requested service point/transformer location.
- Additional drawings that indicate wetlands boundaries, tree survey with barricade plan and buffer zones (if required), as well as any existing or additional easements will also be needed.
- Electric load breakdown by type with riser diagrams
- Gas load and delivery pressure
- Signed copy of this letter acknowledging its receipt and responsibility for its contents and authorization to begin engineering work with the understanding that SCE&G intends to serve the referenced project.

SCE&G's construction standards and specifications are available at www.SCEG.com/en/builder-services/resources. For more information or questions, please contact me by phone at (843) 576-8452 or at khare@scana.com.

Sincerely,

Kathy J. Hare
Customer Service Engineering

AUTHORIZED SIGNATURE: _____ DATE: _____

TITLE: _____ PHONE: _____

E3.)



Ratification Number _____

AN ORDINANCE

TO AMEND THE ZONING ORDINANCE OF THE CITY OF CHARLESTON BY CHANGING THE ZONE MAP, WHICH IS A PART THEREOF, SO THAT 5 FORT ROYAL COURT AND ADJACENT VACANT LOT (WESPANEE – WEST ASHLEY) (APPROXIMATELY 9.18 ACRES) (TMS #418-04-00-006 AND 418-04-00-005) (COUNCIL DISTRICT 9), BE REZONED FROM CONSERVATION (C) CLASSIFICATION TO SINGLE-FAMILY RESIDENTIAL (SR-1) CLASSIFICATION. THE PROPERTY IS OWNED BY THE ESTATE OF BARBARA M. NICKLES.

BE IT ORDAINED BY THE MAYOR AND COUNCILMEMBERS OF CHARLESTON, IN CITY COUNCIL ASSEMBLED:

Section 1. That the Zoning Ordinance of the City of Charleston be, and the same hereby is amended, by changing the zone map thereof so as to rezone the property described in Section 2 hereof by changing the zoning designation from Conservation (C) classification to Single-Family Residential (SR-1) classification.

Section 2. The property to be rezoned is described as follows:
5 Fort Royal Court and adjacent vacant lot (Wespanee – West Ashley) (approximately 9.18 acres) (TMS #418-04-00-006 and 418-04-00-005)

Section 3. This ordinance shall become effective upon ratification.

Ratified in City Council this _____ day of _____ in the Year of Our Lord _____, in the _____ Year of Independence of the United States of America.

By: _____
John J. Tecklenburg
Mayor, City of Charleston

Attest: _____
Vanessa Turner Maybank
Clerk of Council

Rezoning 3

5 Fort Royal Ct and adjacent vacant lot
(Wespanee - West Ashley)

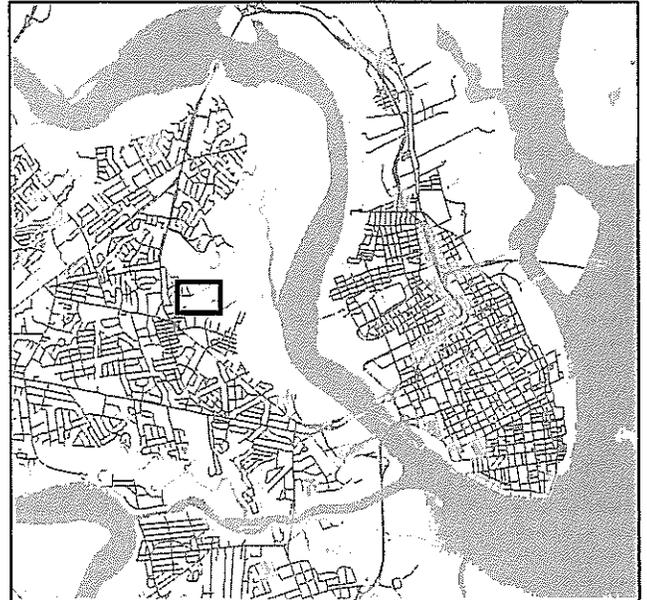
TMS# 4180400006 & 005

approx. 9.18 ac.

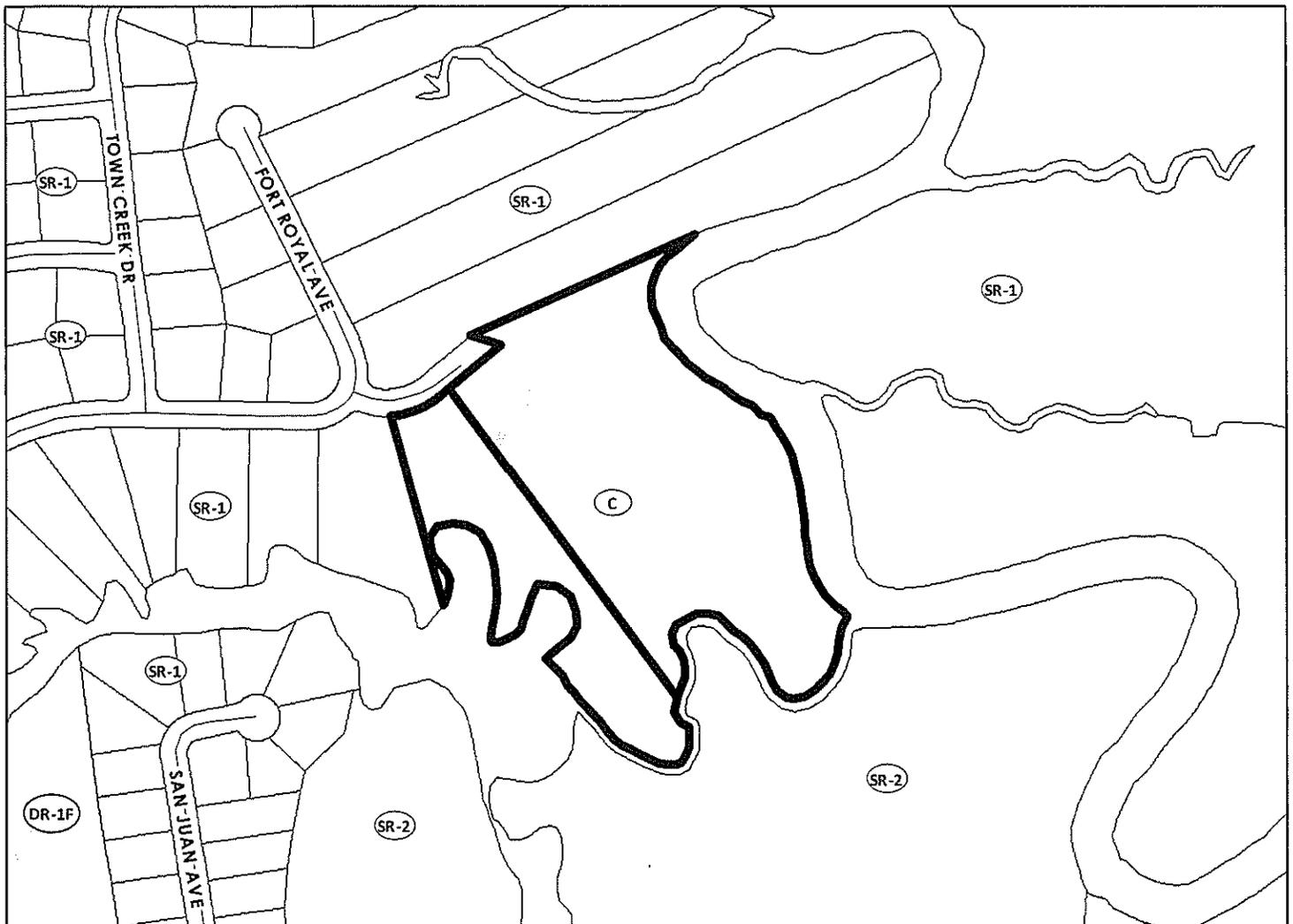
Request rezoning from Conservation (C)
to Single-Family Residential (SR-1).

Owner: Estate of Barbara M. Nickles
Applicant: Kristina N. Coulter

Area



Location



E4.)



Ratification
Number _____

AN ORDINANCE

TO AMEND THE ZONING ORDINANCE OF THE CITY OF CHARLESTON BY CHANGING THE ZONE MAP, WHICH IS A PART THEREOF, SO THAT PROPERTY LOCATED ON ASHLEY RIVER ROAD (WEST ASHLEY) (1.53 ACRES) (TMS #354-12-00-004) (COUNCIL DISTRICT 2), BE REZONED FROM SINGLE FAMILY RESIDENTIAL (SR-1) CLASSIFICATION TO GENERAL OFFICE (GO) CLASSIFICATION. THE PROPERTY IS OWNED BY LAURA M. SMITH.

BE IT ORDAINED BY THE MAYOR AND COUNCILMEMBERS OF CHARLESTON, IN CITY COUNCIL ASSEMBLED:

Section 1. That the Zoning Ordinance of the City of Charleston be, and the same hereby is amended, by changing the zone map thereof so as to rezone the property described in Section 2 hereof by changing the zoning designation from Single Family Residential (SR-1) classification to General Office (GO) classification.

Section 2. The property to be rezoned is described as follows:
property located on Ashley River Road (West Ashley) (1.53 acres) (TMS #354-12-00-004)

Section 3. This ordinance shall become effective upon ratification.

Ratified in City Council this _____ day of _____ in the Year of Our Lord _____, in the _____ Year of Independence of the United States of America.

By: _____
John J. Tecklenburg
Mayor, City of Charleston

Attest: _____
Vanessa Turner Maybank
Clerk of Council

Rezoning 5

Ashley River Rd (West Ashley)

TMS# 3541200004

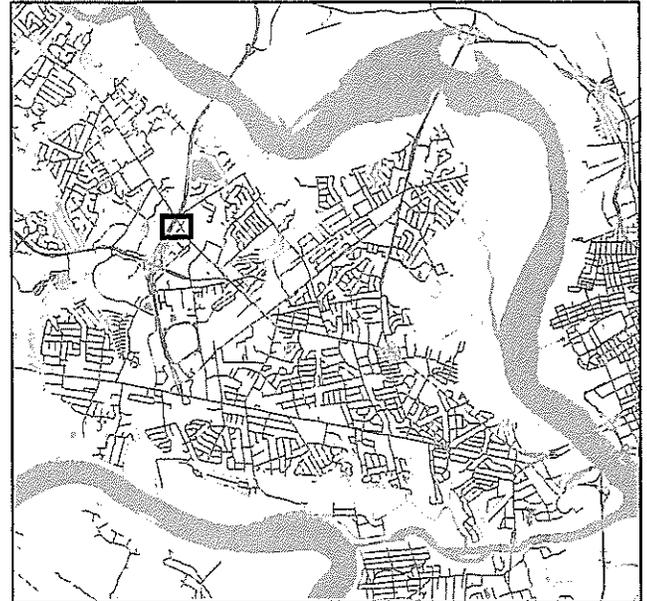
1.53 ac.

Request rezoning from Single-Family Residential (SR-1)
to General Office (GO).

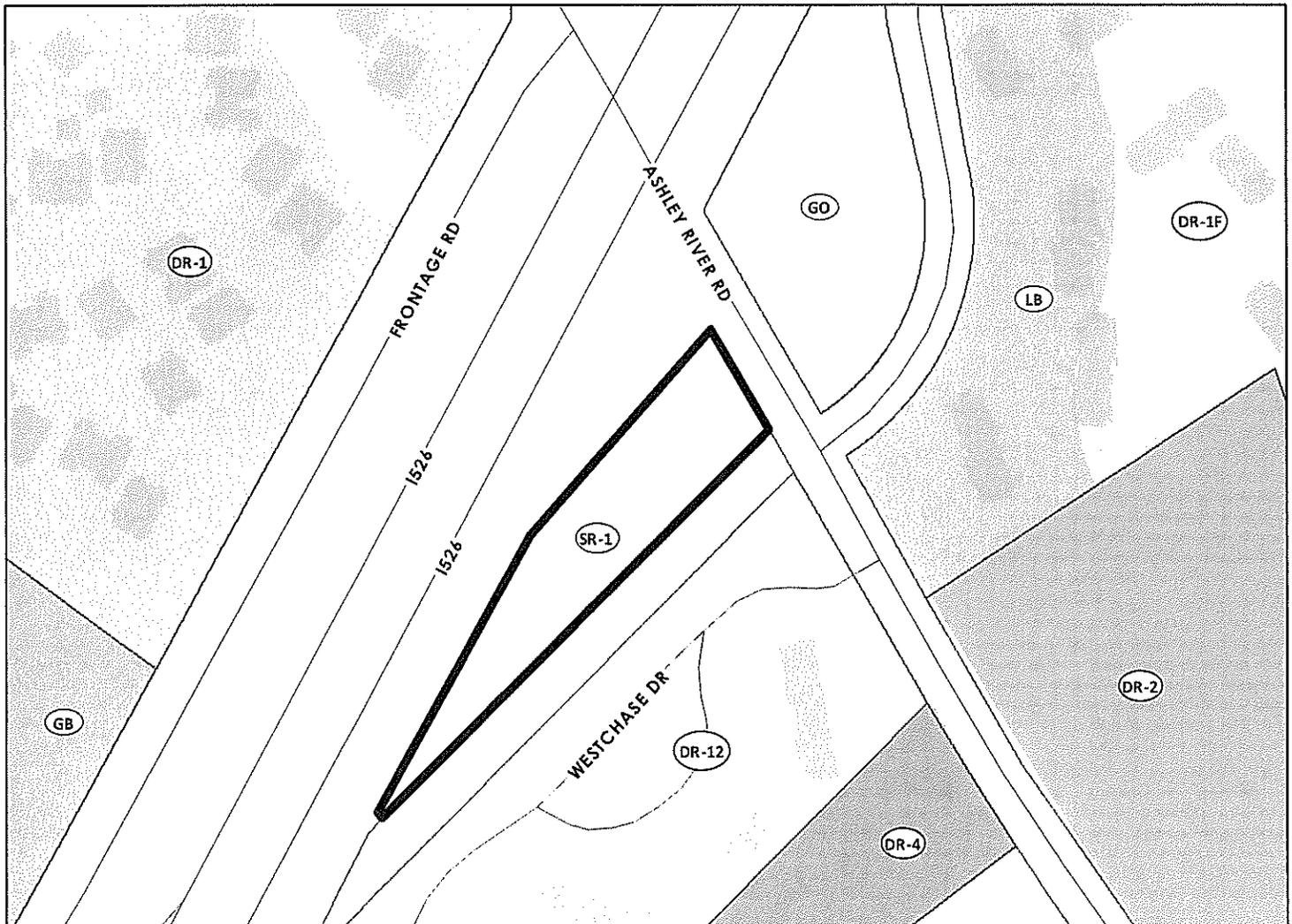
Owner: Laura M. Smith

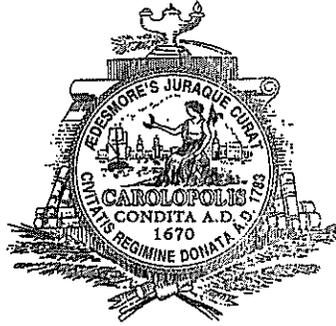
Applicant: The Sunshine House c/o KW Commercial

Area



Location





Ratification Number _____

AN ORDINANCE

TO AMEND THE ZONING ORDINANCE OF THE CITY OF CHARLESTON BY CHANGING THE ZONE MAP, WHICH IS A PART THEREOF, SO THAT 5 TOVEY ROAD (CAROLINA TERRACE – WEST ASHLEY) (0.17 ACRE) (TMS #418-10-00-012) (COUNCIL DISTRICT 9), ANNEXED INTO THE CITY OF CHARLESTON JULY 19, 2016 (#2016-087), BE ZONED SINGLE-FAMILY RESIDENTIAL (SR-2) CLASSIFICATION. THE PROPERTY IS OWNED BY AMANDA COTÉ AND GILLES COTÉ.

BE IT ORDAINED BY THE MAYOR AND COUNCILMEMBERS OF CHARLESTON, IN CITY COUNCIL ASSEMBLED:

Section 1. That the Zoning Ordinance of the City of Charleston be, and the same hereby is amended, by changing the zone map thereof so that the below described property shall become a part thereof.

5 Tovey Road (Carolina Terrace – West Ashley) (0.17 acre) (TMS #418-10-00-012)

Section 2. That the said parcel of land described above shall be zoned Single-Family Residential (SR-2) classification.

Section 3. This ordinance shall become effective upon ratification.

Ratified in City Council this _____ day of _____ in the Year of Our Lord _____, in the _____ Year of Independence of the United States of America.

By:

John J. Tecklenburg
Mayor, City of Charleston

Attest:

Vanessa Turner Maybank
Clerk of Council

Zoning 1

5 Tovey Rd (Carolina Terrace - West Ashley)

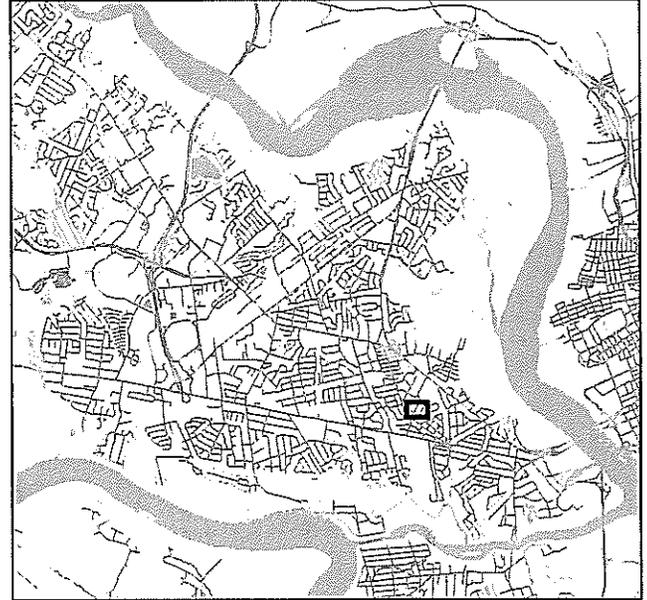
TMS# 4181000012

0.17 ac.

Request zoning of Single-Family Residential (SR-2).
Zoned Single-Family Residential (R-4)
in Charleston County.

Owner: Amanda Coté and Gilles Coté

Area



Location



Draft



DuPont | Wappoo Community Plan

A collaborative planning effort of the residents of the DuPont-Wappoo Community, area business owners, stakeholders, the City of Charleston, and Charleston County



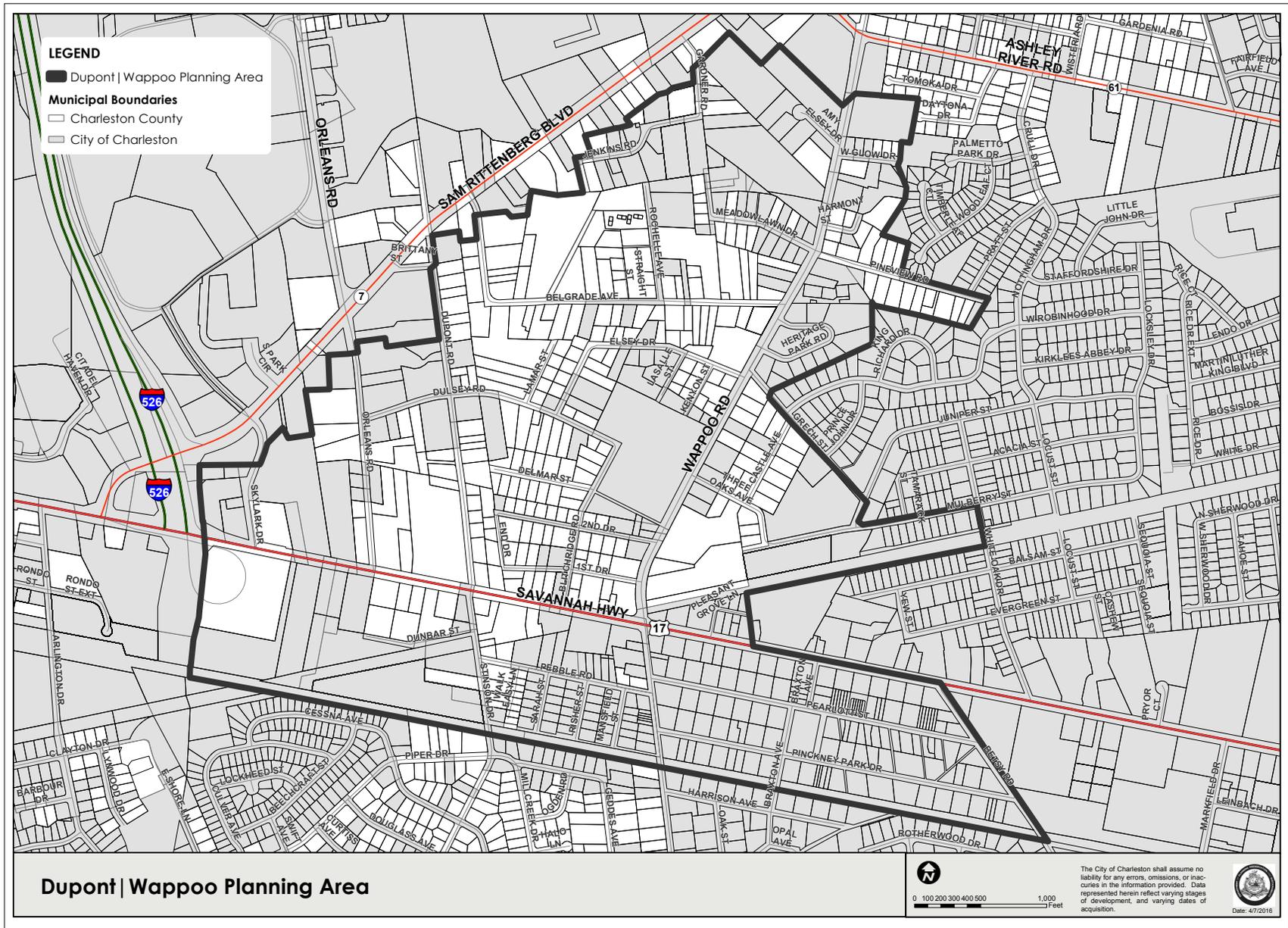
April 22, 2016 Draft

DuPont | Wappoo Community Plan

Table of Contents

Section	Page Number
1. Plan Overview	1
2. Public Participation	3
3. Plan Implementation Strategies	5
 Appendix: Summary of Public Comments	
A-1. Community Elements	A-1
A-2. Land Use, Zoning, and Design Standards	A-2
A-3. Economic Development and Revitalization	A-3
A-4. Traffic and Transportation	A-4
A-5. Drainage and Stormwater	A-5
A-6. Streetscape/Beautification	A-6

DuPont | Wappoo Community Plan



Document Path: H:\GIS\PROJECTS AND DATA\DuPont Wappoo Area\GIS data and projects\DuPont\Wappoo\StudyArea\1182016.mxd

DuPont | Wappoo Community Plan

2. Public Participation

The project began with a four-day public workshop (June 9 - 11, 2015) hosted by Charleston County and the City of Charleston at St. Andrews Middle School (see the flier pictured to the right). A project kick-off meeting was held on June 9, at which time the public was invited to share their concerns and ideas for the area. On June 10 and 11, the public was invited to attend open house sessions to share ideas and see the planning work in progress. Attendees gave input on land use, multi-modal transportation improvements, drainage and stormwater issues, economic development and community needs, as well as design and development standards. County and City planning staff also met with stakeholders (drainage and transportation experts, business leaders, etc.) to gather input to present to the community during the workshop process, and conducted windshield surveys of the area.

On June 23, the public was invited to attend a wrap-up meeting where the results of the charrette were presented along with planning recommendations and next steps; and additional public input was also gathered.

Following the June 23 meeting, County and City representatives coordinated to draft a new overlay/zoning district that addresses the land use, zoning, and design needs identified by the public. They also worked with other agencies and organizations to identify potential solutions to transportation, drainage, and community issues. On January 27, 2016, Charleston County and the City of Charleston hosted another community meeting to present the proposed new overlay/zoning district for the Dupont | Wappoo Community; give updates regarding traffic and transportation, drainage and stormwater, economic development, revitalization, and other community elements; discuss proposed implementation strategies and next steps; and gather additional feedback from the public.

DUPONT | WAPPOO AREA
PLANNING CHARRETTE
JUNE 9-11 & 23

A collaborative planning work session for the Dupont | Wappoo Area by the City of Charleston and Charleston County. All business owners, community leaders, neighbors and stakeholders are invited to work with the City and County to share ideas for the future of the Dupont | Wappoo Area.

June 9 (Tues.) 6pm - 8pm	June 10-11 (Wed. - Thurs.) 4pm - 7pm	June 23 (Tues.) 6pm - 8pm
COMMUNITY KICK-OFF WORKSHOP The charrette will kick-off with a presentation and an interactive opportunity for the public to participate.	OPEN HOUSE Share your ideas for the Dupont Wappoo Area with neighbors and the charrette team.	WRAP-UP PRESENTATION See all the work completed during the charrette week and learn about planning recommendations for the Dupont Wappoo Area.

June 9-11 (9am - 4pm) Charrette Work Sessions - County/City staff and consultants.

All events will be held at St. Andrews Middle School at 721 Wappoo Rd, Charleston. Community presentations will be held in the auditorium; open house and work sessions will be held in the multi-purpose room. For more information contact Andrea Pietras apietras@charlestoncounty.org or Mandi Herring herringa@charleston-sc.gov.



DuPont | Wappoo Community Plan

Notifications for all public meetings and workshops were sent to all area property owners, residents, businesses, stakeholders, and interested parties and press releases were sent to all media outlets. Almost 650 people attended one or more of the public workshops/input sessions. The information gathered from the public is summarized in the Appendix and is organized by topic, including:

- Community Elements;
- Land Use, Zoning, and Design Standards;
- Economic Development and Revitalization;
- Traffic and Transportation;
- Drainage and Stormwater; and
- Streetscape/Beautification.



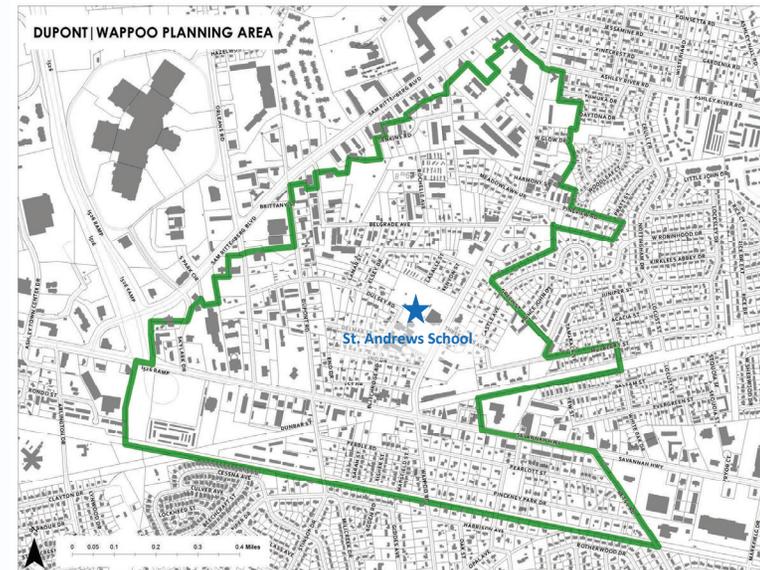
DUPONT | WAPPOO AREA

COMMUNITY MEETING

January 27, 6:00 PM

St. Andrews Middle School Auditorium (721 Wappoo Rd)

The public is invited to this follow-up community meeting co-hosted by the City of Charleston and Charleston County. City and County representatives will present a proposed new zoning overlay for the area as well as updates regarding traffic and transportation, drainage, land use, design standards and other community elements identified during the June 2015 workshops.



For more information contact Andrea Pietras apietras@charlestoncounty.org or Mandi Herring herring@charleston-sc.gov or visit www.charleston-sc.gov/projects.

DuPont | Wappoo Community Plan

3. Plan Implementation Strategies

Listed below are the recommended implementation strategies to address the issues identified by the community and achieve their vision for the area.

1. Adopt the DuPont | Wappoo Community Plan, corresponding Memorandum of Understanding (MOU), and amendments to comprehensive plans and zoning and land development regulations ordinances, including but not limited to overlay zoning districts and zoning district changes, as applicable (*timeframe: complete adoption process within 6 to 12 months*). *See page 7 for the draft Overlay Zoning District map as of April 8, 2016 and page 8 for examples of development currently existing in the area that the community would like to see emulated and that the Overlay Zoning District regulations are intended to encourage.

2. Prioritize the projects included in numbers 3 through 8 below (*timeframe: begin within 6 to 12 months*).

3. Community Elements Strategies

- Work with property owners and applicable agencies to revitalize and beautify the intersection of Wappoo Road and Savannah Highway (*see page 9 for an example of how the area could be redeveloped to implement this strategy*). This strategy includes, but is not limited to:
 - Pulling the buildings up to the roads to give the area a unique and memorable character;
 - Planting street trees;
 - Adding a median;
 - Connecting the West Ashley Greenway and West Ashley Bikeway; and
 - Ensuring the safety of pedestrians and bicyclists.
- Work with local non-profit organizations and area residents to host community events.
- Create a DuPont | Wappoo Community brand through a community driven visioning process to enhance West Ashley's image, and highlight pride points such as West Ashley's strong sense of community, great neighborhoods, local businesses, and unique parks and public spaces.
- Identify a location and launch a West Ashley Farmers Market.
- Construct a West Ashley Senior's Center.
- Provide greater citizen support through staff availability, outreach, etc.

4. Land Use, Zoning, and Design Standards Strategies

- Monitor and evaluate updated zoning ordinances and amend as needed.



DuPont | Wappoo Community Plan

5. Economic Development and Revitalization

- Investigate methods to incentivize existing businesses to revitalize the exteriors of their buildings.
- Increase outreach efforts to commercial real estate brokers to share West Ashley plans and revitalization efforts.
- Increase business development and retail recruitment efforts.
- Encourage infill redevelopment by:
 - Supporting local businesses;
 - Assisting businesses in finding great locations in West Ashley and navigating city/county permitting processes; and
 - Facilitating professional connections and helping to identify financial resources.

6. Traffic and Transportation

- Conduct a comprehensive transportation study for West Ashley.
- Continue to actively pursue traffic and transportation improvements such as intersection improvements for Savannah Highway/Wappoo Road, Savannah Highway/DuPont Road, and Savannah Highway/Orleans Road.
- Optimize traffic signal timing and continue to monitor, evaluate, and adjust as needed.
- Approach the BCDCOG about a multi-modal study for Savannah Highway.
- Coordinate with CARTA to upgrade existing bus stops to include shelters, sitting areas, etc. and add new bus stops with the same amenities.
- Begin implementation of the City of Charleston's Bicycle and Pedestrian Plan for the area. **The City's Bicycle and Pedestrian Plan can be found on page 12.*
- Coordinate with the appropriate transportation authority to address pedestrian safety issues, including but not limited to the lack of a crosswalk at the DuPont Rd/Stinson Rd and Savannah Hwy intersection.
- Work with area residents to pursue scenic road designations for Wappoo Road (south of Savannah Hwy) and Betsy Road.

7. Drainage and Stormwater

- City of Charleston and Charleston County coordinate conduct a joint drainage study.
- City and County prioritize and create an action plan to address the strategies recommended by the drainage study.
- Clean drains and gutter/bike lanes, and institute regular street sweeping.

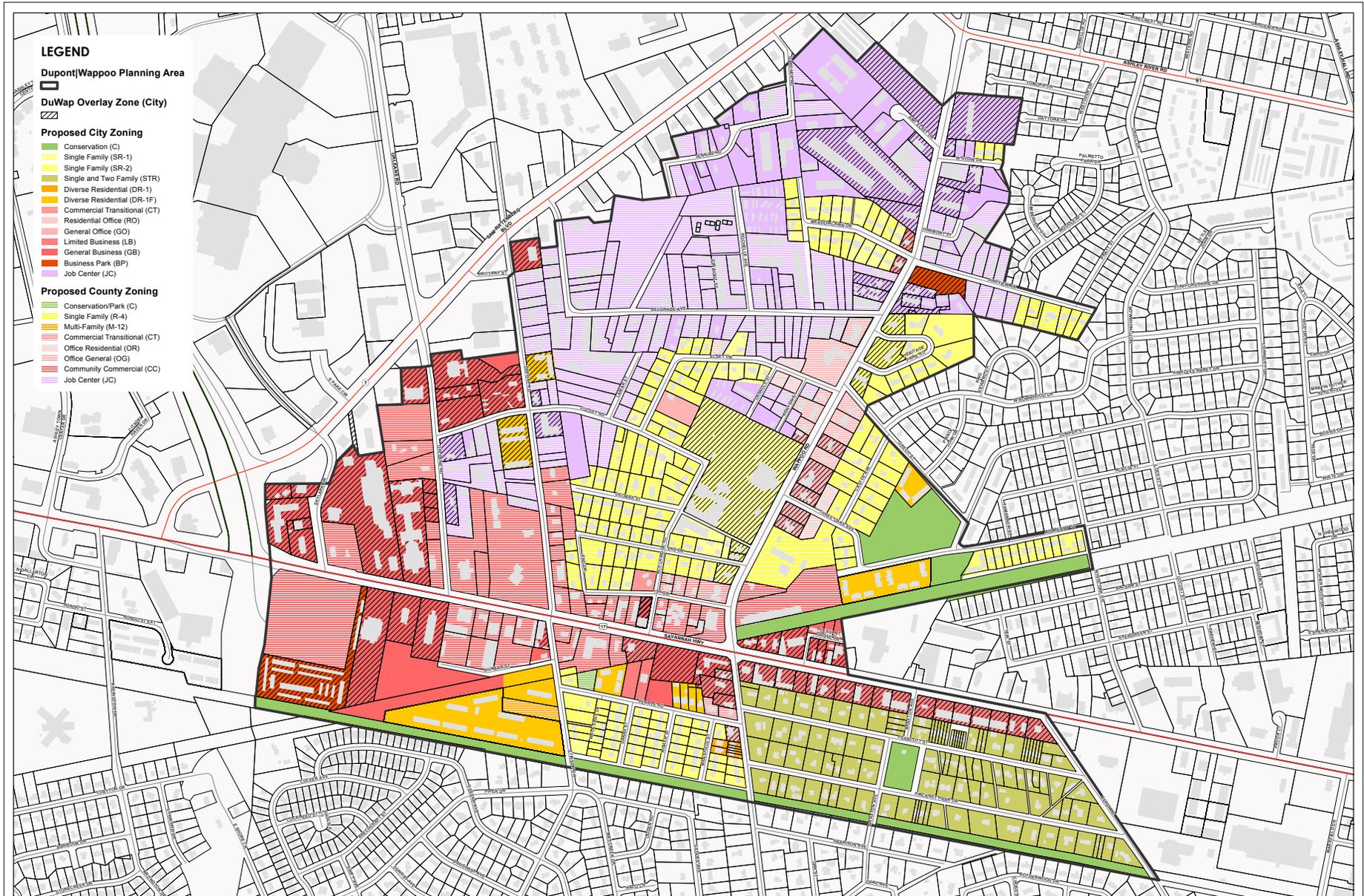
8. Streetscape/Beautification

- Plant trees in the Savannah Highway right-of-way from Orleans Road to Betsy Road. **See pages 10 - 11 for examples of how this strategy could improve the character of the community.*
- Coordinate with the appropriate transportation authority to address maintenance of vegetation in rights-of-way.

9. Manage and maintain the Plan, and keep the community updated on progress (*timeframe: on-going*).

10. Evaluate and update the Plan at least once every five years with community input (*timeframe: on-going*).

DuPont | Wappoo Community Plan



DuPont | Wappoo Planning Area - City & County Zoning

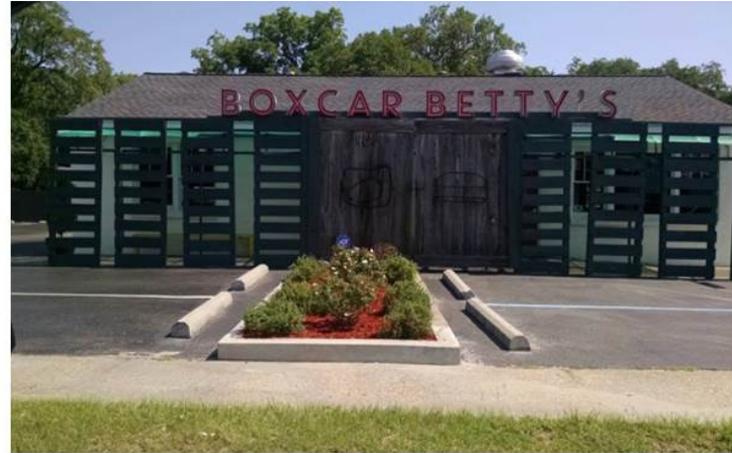


The City of Charleston shall assume no liability for any errors, omissions, or inaccuracies in the information provided. Data represented herein reflect varying stages of development, and varying dates of acquisition.



The map above shows the proposed zoning for both the incorporated and unincorporated properties within the project area. This map was created on April 8, 2016.

DuPont | Wappoo Community Plan



The pictures above are examples of development currently existing in the area that the community would like to see emulated.

DuPont | Wappoo Community Plan



Wappoo Rd/Savannah Hwy Intersection

The picture on the left shows the current condition of the intersection of Wappoo Rd and Savannah Highway. The picture below shows a vision plan for how the area could be redeveloped to address many of the public's concerns including beautifying the intersection, connecting the Greenway and Bikeway, ensuring the safety of pedestrians and bicyclists, and pulling the buildings up to the roads to give the area a unique and memorable character.



Existing conditions at the Wappoo Rd/Savannah Hwy intersection.

DuPont | Wappoo Community Plan



Savannah Highway Possibilities

The picture on the left shows the current conditions along Savannah Highway. The picture below shows how the area could be redeveloped to address the public's desire to improve this streetscape and create community character through the planting of Palmetto trees in the right-of-way.



DuPont | Wappoo Community Plan

Savannah Highway Street Tree Possibilities

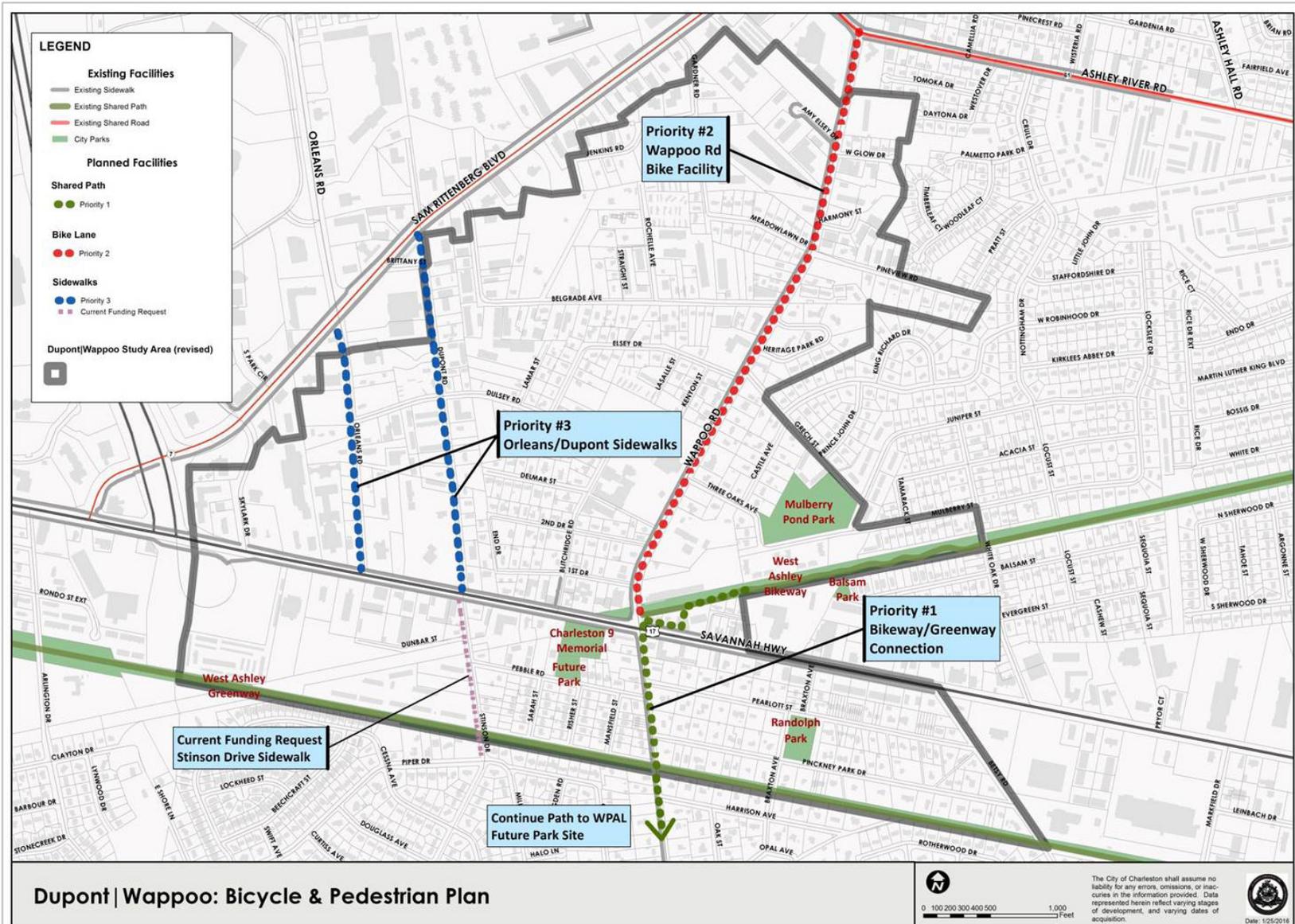
The picture below shows the potential locations for street trees in the Savannah Hwy right-of-way (stars indicate potential locations).



DuPont | Wappoo Community Plan

Bike and Pedestrian Plan

The map below shows the City of Charleston's plan for improvements to bike and pedestrian facilities.



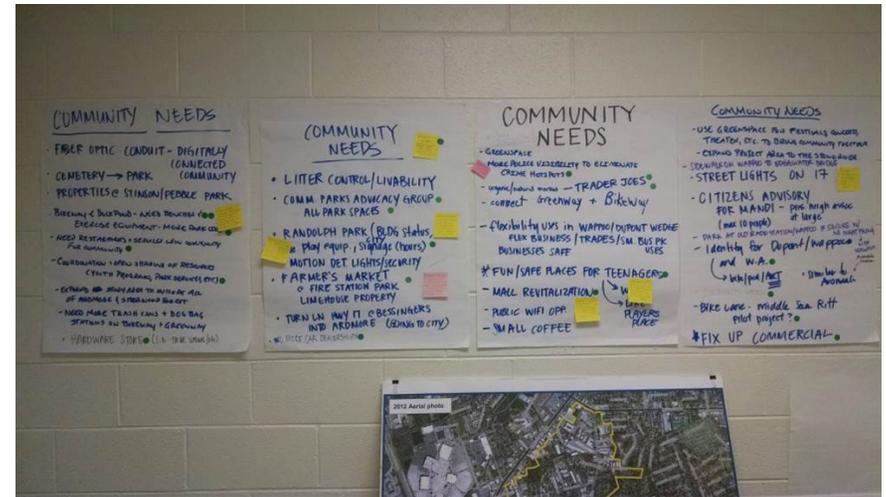
DuPont | Wappoo Community Plan Appendix

A-1. Community Elements

The following community element needs were identified by the public during the public workshops/input sessions:

- Increase coordination/consistency between City & County;
- Improve safety and livability through increased police, livability, and code enforcement, and by offering additional citizen support and neighborhood services;
- Improve the West Ashley Greenway, West Ashley Bikeway, Randolph Park, and duck pond and provide additional public spaces and park improvements;
- Provide fiber optic conduit to create a digitally connected community;
- Provide more community places for residents such as a senior center, fun, safe places for teenagers, community events, farmers markets, etc.; and
- Improve the sense of place and strengthen the community identity.

In addition to the community element input gathered at the DuPont | Wappoo Community Plan workshops, the City of Charleston conducted a West Ashley Community Perceptions Survey to better understand perceptions of West Ashley and the qualities that make West Ashley unique. The survey took place during the month of August 2015 and yielded 3200+ unique survey responses. The survey was made available to West Ashley community members via email, the City's website, and social media; paper copies were available at local libraries, recreation sites, and community meetings. The City will coordinate with the County to utilize this important citizen input to create a community driven visioning process to enhance West Ashley's image, and highlight pride points such as West Ashley's strong sense of community, great neighborhoods, local businesses, and unique parks and public spaces.



DuPont | Wappoo Community Plan Appendix

A-3. Economic Development and Revitalization

The major items the community identified regarding economic development and revitalization included:

- Recruit businesses that serve residents' needs (personal services, natural/organic food stores, coffee shops, etc.);
- Support and encourage local/small businesses (local hardware stores and restaurants);
- Upgrade/utilize old shopping centers and the mall;
- Provide incentives for redevelopment of commercial properties;
- Create centers/hubs for less vehicle travel;
- Provide a Farmer's Market;
- Ensure the safety of area businesses;
- Provide incentives for redevelopment of commercial properties;
- Limit the expansion of large car dealerships within the community; and
- Link the West Ashley Greenway to nearby neighborhood commercial areas through wayfinding signage.



DuPont | Wappoo Community Plan Appendix

A-4. Traffic and Transportation

The community identified the following regarding traffic and transportation:

- Reduce traffic congestion on Savannah Highway;
- Provide street lights, street trees, and medians on Savannah Highway;
- Trim and prune trees along the streets;
- Improve pedestrian safety by installing crosswalks at intersections and by providing more sidewalks (Wappoo Rd to Edgewater Bridge, and Pebble, Elsey, Dulsey, DuPont, Stinson, and Orleans Rd);
- Beautify the Wappoo Road/Savannah Highway intersection;
- Provide a park and ride location in the area;
- Provide safe bus stop locations and safe routes to bus stops (sidewalks) located on DuPont Rd for childrens' safety;
- Connect the West Ashley Bikeway and West Ashley Greenway; and
- Improve signal synchronization along Savannah Highway.

Intersection of Wappoo Road and Savannah Highway

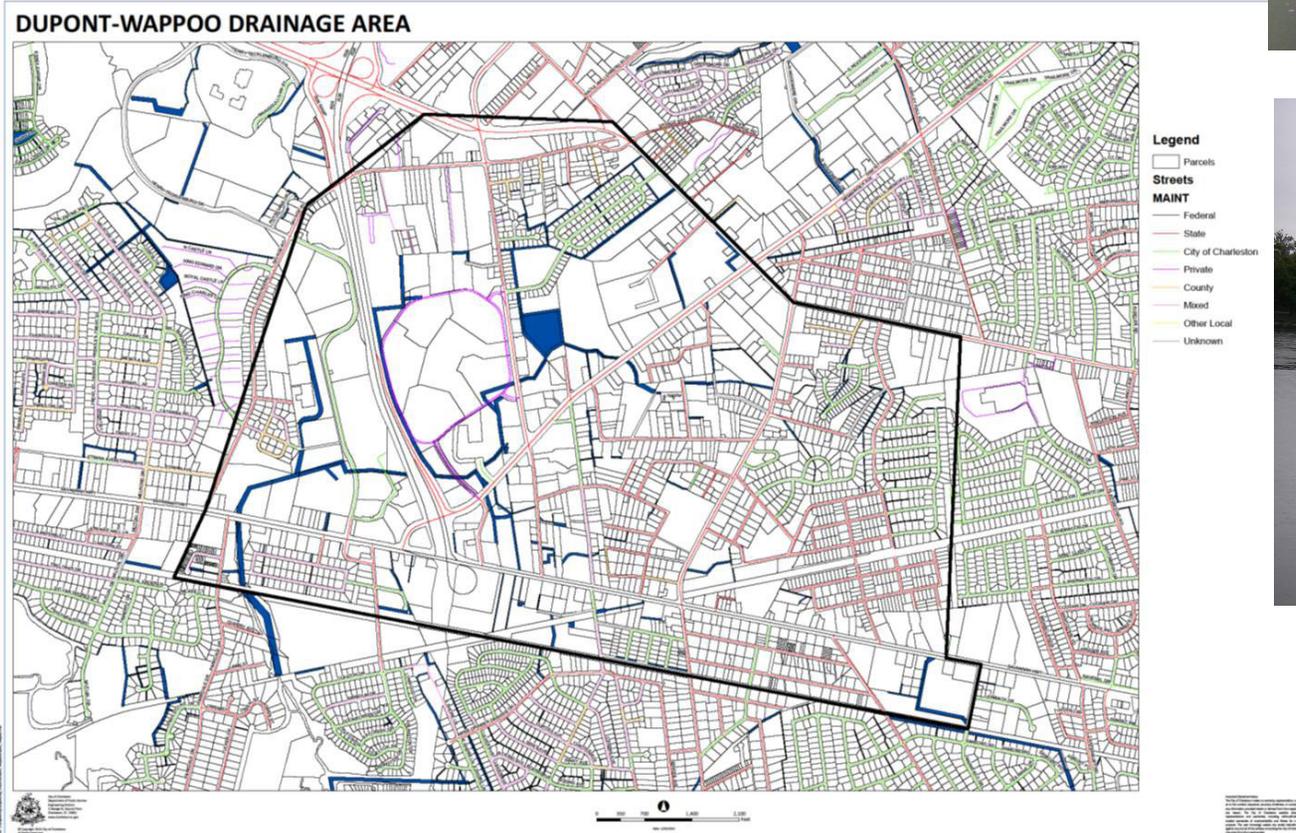


DuPont | Wappoo Community Plan Appendix

A-5. Drainage and Stormwater

The major items the community identified regarding drainage and stormwater included:

- Conduct an area-wide drainage study;
- Turn stormwater facilities into amenities;
- Provide incentives for green infrastructure/stormwater facilities;
- Create stormwater demonstration projects;
- Use the Half Cent Sales Tax to fund regional stormwater improvements; and
- Require on-site drainage improvements or fee-in-lieu-of options.



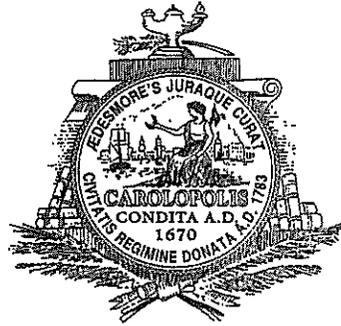
DuPont | Wappoo Community Plan Appendix

A-6. Streetscape/Beautification

The community identified the following regarding streetscape/beautification needs:

- Bury power lines;
- Request SCDOT to maintain the right-of-way, especially near 526;
- Install safe pedestrian-scale lighting;
- Create safe, handicap accessible pedestrian/bicycle access (sidewalks) and crossings; and
- Add landscaping and trees along streets.





Ratification Number _____

AN ORDINANCE

TO AMEND THE CITY OF CHARLESTON CENTURY V 2010 COMPREHENSIVE PLAN UPDATE, ADOPTED BY CHARLESTON CITY COUNCIL ON FEBRUARY 22, 2011, TO INCORPORATE THE DUPONT | WAPPOO COMMUNITY PLAN INTO SAID CENTURY V PLAN AS HEREINAFTER PROVIDED.

BE IT ORDAINED BY THE MAYOR AND COUNCILMEMBERS OF CHARLESTON, IN CITY COUNCIL ASSEMBLED:

Section 1. That Ordinance Number 2011-016, which provided for the adoption of the Century V Comprehensive Plan, be amended to incorporate the Dupont | Wappoo Community Plan, being marked as Exhibit A and attached hereto and incorporated by reference herein.

Section 2. This ordinance shall become effective upon ratification.

Ratified in City Council this ____ day of _____ in the Year of Our Lord 2016, in the _____ Year of Independence of the United States of America.

By: _____
John J. Tecklenburg
Mayor, City of Charleston

Attest: _____
Vanessa Turner Maybank
Clerk of Council

Draft



DuPont | Wappoo Community Plan

A collaborative planning effort of the residents of the DuPont-Wappoo Community area business owner-stakeholders, the City of Charleston and Charleston County

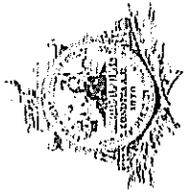


Table of Contents

Section	Page Number
1. Plan Overview	1
2. Public Participation	3
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Appendix: Summary of Public Comments	
A-1. Community Elements	A-1
A-2. Land Use, Zoning, and Design Standards	A-2
A-3. Economic Development and Revitalization	A-3
A-4. Traffic and Transportation	A-4
A-5. Drainage and Stormwater	A-5
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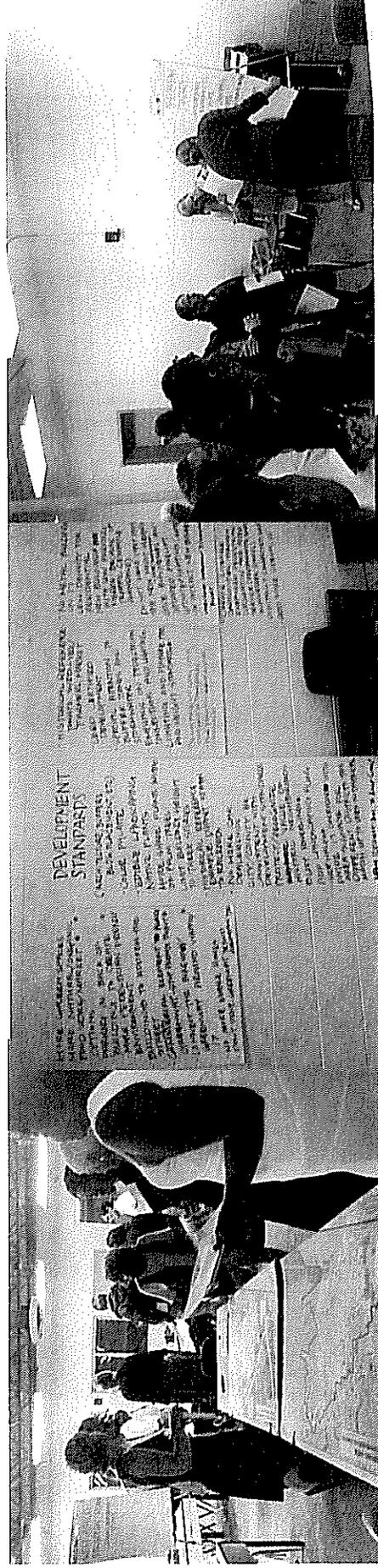
DuPont | Wappoo Community Plan

1. Plan Overview

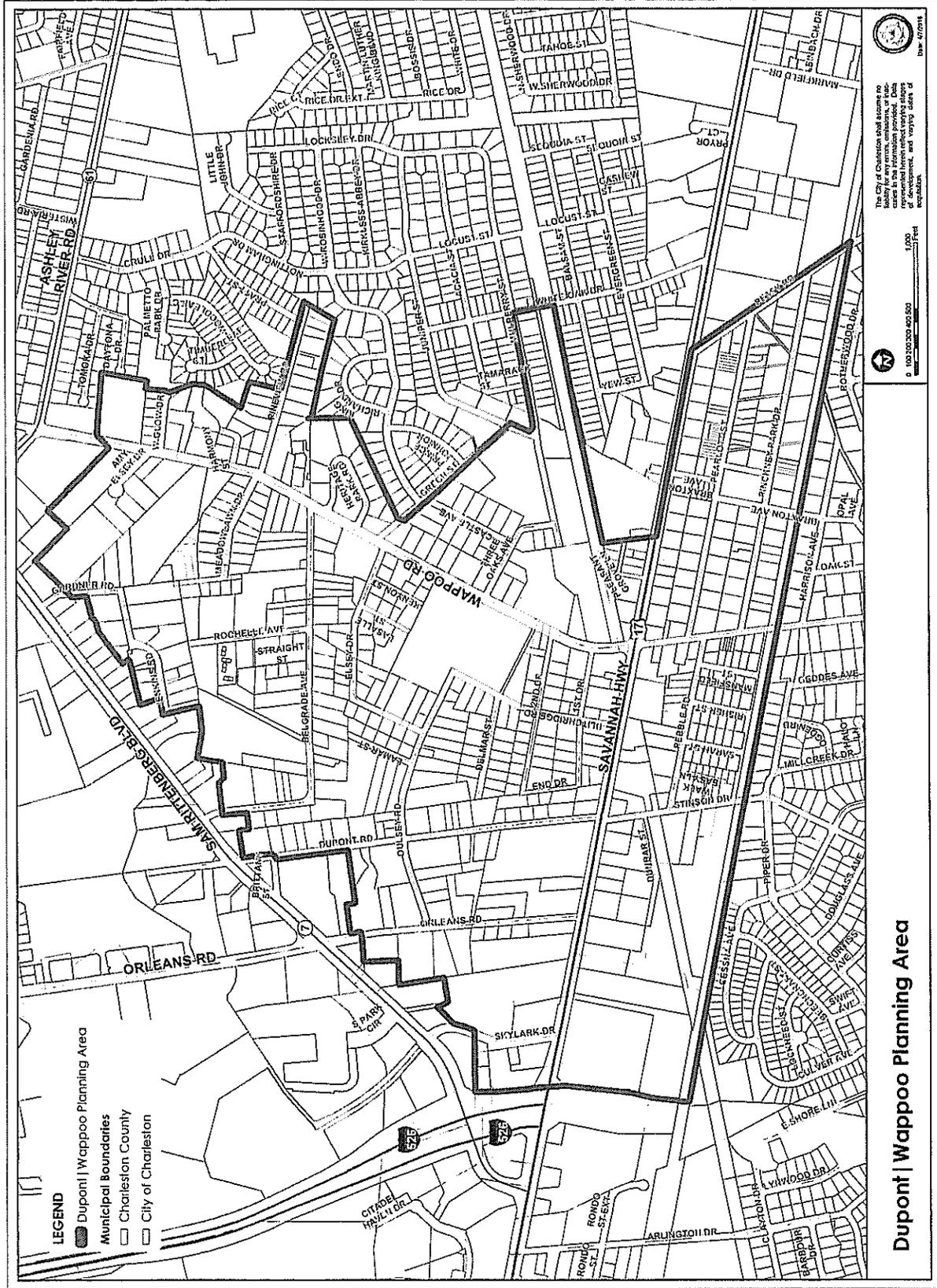
The DuPont | Wappoo Community Plan project area generally includes the area bounded by Sam Rittenberg Boulevard, Wappoo Road, and Savannah Highway, as shown in more detail on the map on the next page. Approximately half of the properties in the project area are in the City of Charleston and the other half are in unincorporated Charleston County. The DuPont | Wappoo Community originally contained plantations, which became truck farms in the early 1900s, and then developed as suburbs following World War II. Many of the land uses and structures that have developed over time are becoming, or will soon become, obsolete making the area ripe for redevelopment.

Both Charleston County Council and the City of Charleston Council recognized the issues facing the community and directed their respective staff members to collaborate with each other and the community to address the fragmented land use and zoning designations, deteriorating traffic conditions and aging transportation infrastructure, severe drainage issues, the desire of residents to create a neighborhood center that is cohesive with the greater West Ashley Area, and the need to create predictable development patterns for the growth and redevelopment that will occur in the future.

The DuPont | Wappoo Community Plan is the outcome of that objective and is the result of a year-long collaborative planning process including input from hundreds of residents, business owners, stakeholders, and representatives from non-profit organizations and governmental agencies. The Plan describes the public participation process and includes a series of recommended implementation strategies formulated to address the issues identified by the community and achieve their vision for the area. A summary of the public comments gathered during the public participation process can be found in the Appendix.



DuPont | Wappoo Community Plan



DuPont | Wappoo Community Plan

2. Public Participation

The project began with a four-day public workshop (June 9 - 11, 2015) hosted by Charleston County and the City of Charleston at St. Andrews Middle School (see the flier pictured to the right). A project kick-off meeting was held on June 9, at which time the public was invited to share their concerns and ideas for the area. On June 10 and 11, the public was invited to attend open house sessions to share ideas and see the planning work in progress. Attendees gave input on land use, multi-modal transportation improvements, drainage and stormwater issues, economic development and community needs, as well as design and development standards. County and City planning staff also met with stakeholders (drainage and transportation experts, business leaders, etc.) to gather input to present to the community during the workshop process, and conducted windshield surveys of the area.

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DUPONT | WAPPOO AREA PLANNING CHARRETTE JUNE 9-11 & 23

A collaborative planning work session for the Dupont | Wappoo Area by the City of Charleston and Charleston County. All business owners, community leaders, neighbors and stakeholders are invited to work with the City and County to share ideas for the future of the Dupont | Wappoo Area.

<p>June 9 Thursday 6:00pm - 8:00pm</p> <p>COMMUNITY KICK-OFF WORKSHOP The charrette will kick-off with a presentation and an interactive opportunity for the public to participate.</p>	<p>June 10-11 Friday & Saturday 10:00am - 4:00pm</p> <p>OPEN HOUSE Share your ideas for the Dupont Wappoo Area with neighbors and the charrette team.</p>	<p>June 23 Monday 6:00pm - 8:00pm</p> <p>WRAP-UP PRESENTATION See all the work completed during the charrette week and learn about planning recommendations for the Dupont Wappoo Area.</p>
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June 9-11 Charrette Work Sessions: County, City staff and consultants
All events will be held at St. Andrews Middle School at 721 Wappoo Rd, Charleston. Community presentations will be held in the auditorium; open house and work sessions will be held in the multi-purpose room.



DuPont | Wappoo Community Plan

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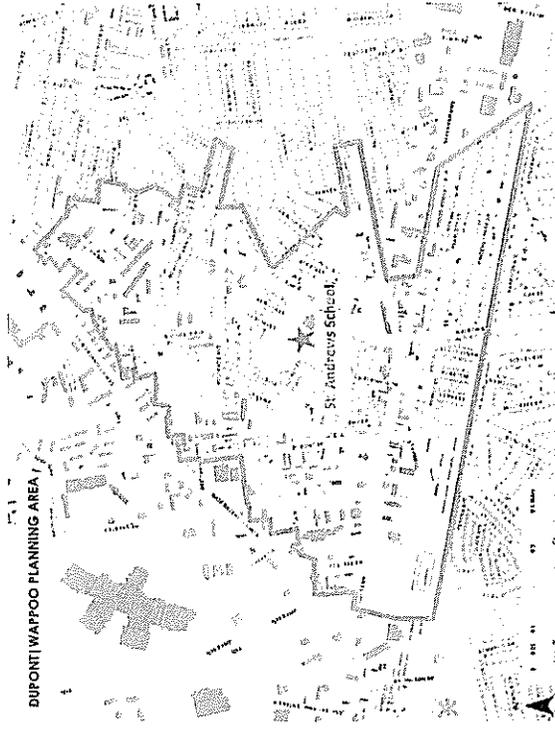
DUPONT | WAPPOO AREA

COMMUNITY MEETING

January 27, 6:00 PM

St. Andrews Middle School Auditorium (721 Wappoo Rd)

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3. Plan Implementation Strategies

Listed below are the recommended implementation strategies to address the issues identified by the community and achieve their vision for the area.

1. Adopt the DuPont | Wappoo Community Plan, corresponding Memorandum of Understanding (MOU), and amendments to comprehensive plans and zoning and land development regulations ordinances, including but not limited to overlay zoning districts and zoning district changes, as applicable (*timeframe: complete adoption process within 6 to 12 months*). *See page 7 for the draft Overlay Zoning District map as of April 8, 2016 and page 8 for examples of development currently existing in the area that the community would like to see emulated and that the Overlay Zoning District regulations are intended to encourage.
2. Prioritize the projects included in numbers 3 through 8 below (*timeframe: begin within 6 to 12 months*).
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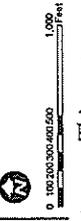
DuPont | Wappoo Community Plan

5. Economic Development and Revitalization
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 - Increase outreach efforts to commercial real estate brokers to share West Ashley plans and revitalization efforts.
 - Increase business development and retail recruitment efforts.
 - Encourage infill redevelopment by:
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 - Facilitating professional connections and helping to identify financial resources.
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 - Optimize traffic signal timing and continue to monitor, evaluate, and adjust as needed.
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9. Manage and maintain the Plan, and keep the community updated on progress (*timeframe: on-going*).
10. Evaluate and update the Plan at least once every five years with community input (*timeframe: on-going*).

DuPont | Wappoo Community Plan



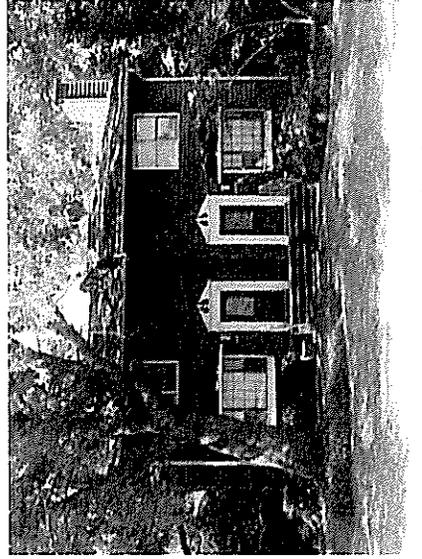
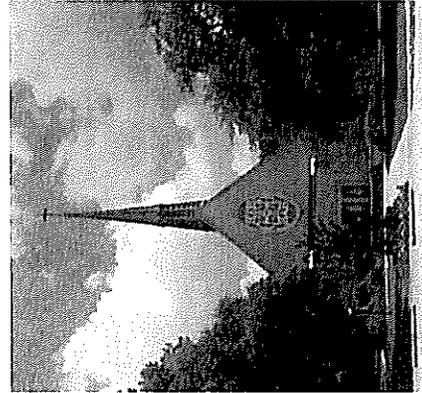
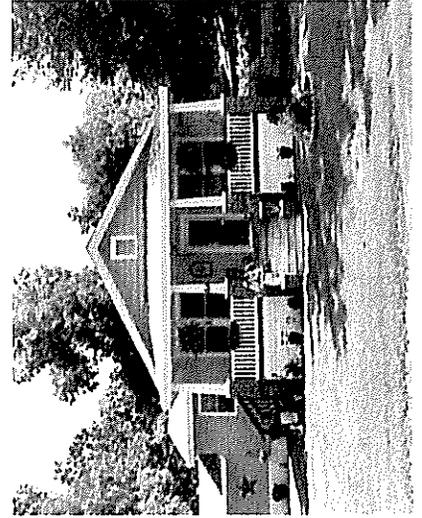
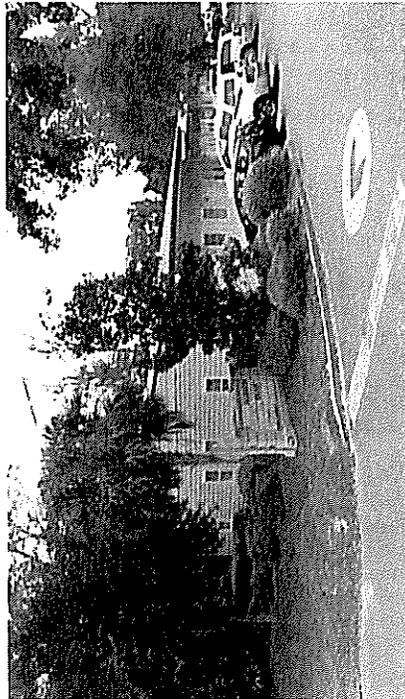
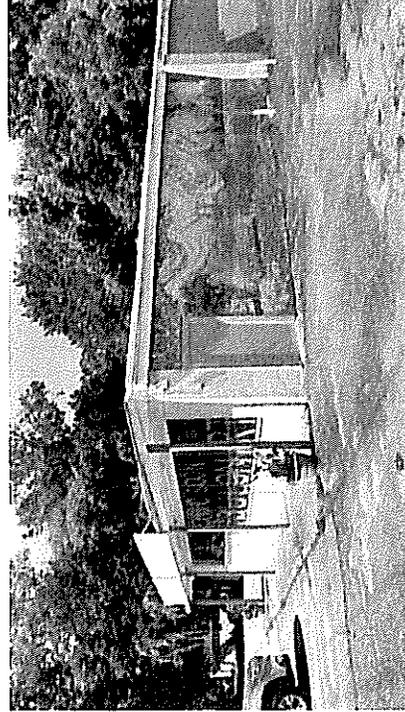
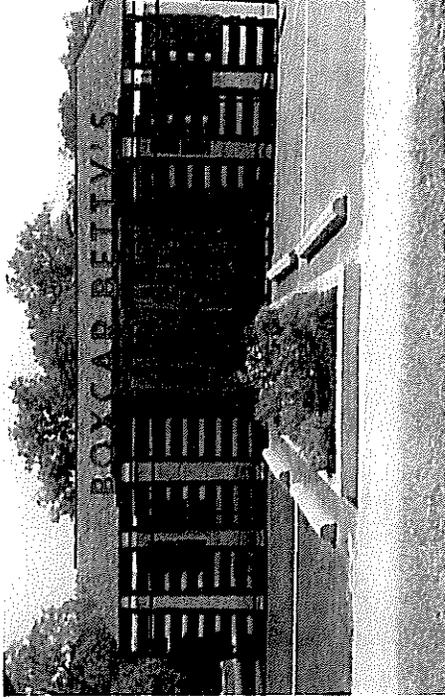
The City of Charleston shall assume no liability for any errors, omissions, or inaccuracies in the information provided. Data of development, and zoning status of residential.



DuPont | Wappoo Planning Area - City & County Zoning

The map above shows the proposed zoning for both the incorporated and unincorporated properties within the project area. This map was created on April 8, 2016.

DuPont | Wappoo Community Plan

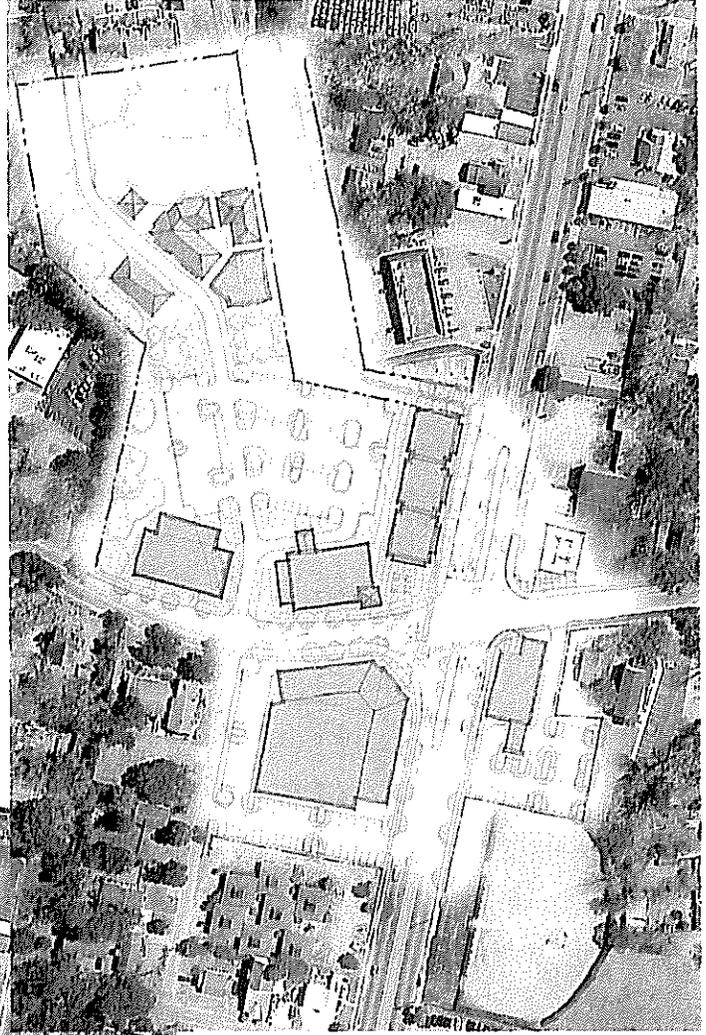
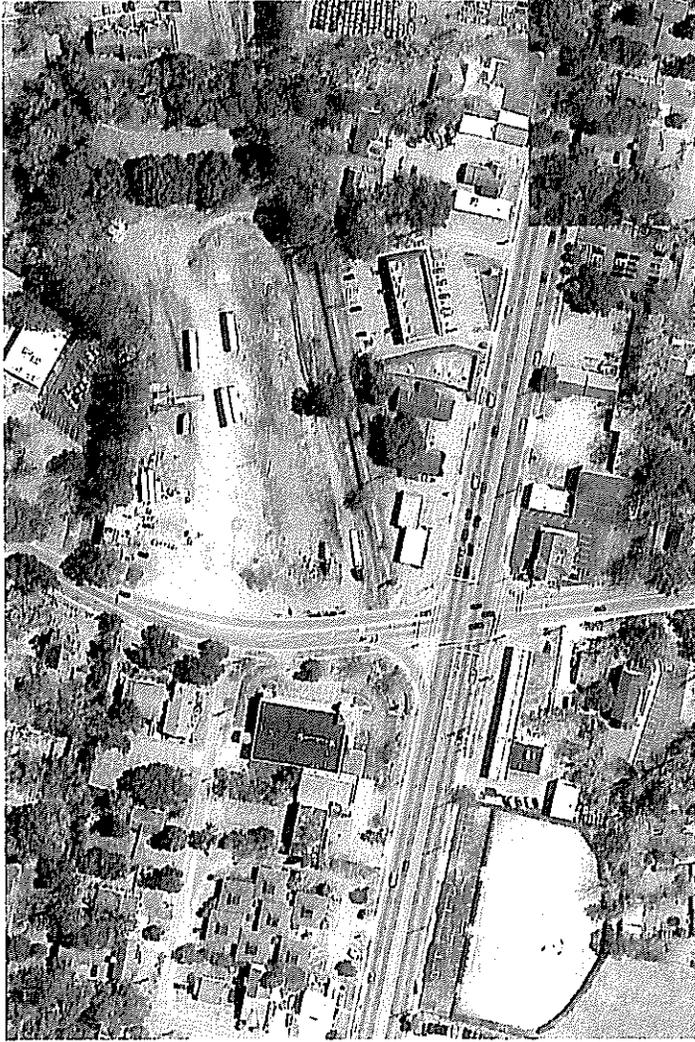


The pictures above are examples of development currently existing in the area that the community would like to see emulated.

DuPont | Wappoo Community Plan

Wappoo Rd/Savannah Hwy Intersection

The picture on the left shows the current condition of the intersection of Wappoo Rd and Savannah Highway. The picture below shows a vision plan for how the area could be redeveloped to address many of the public's concerns including beautifying the intersection, connecting the Greenway and Bikeway, ensuring the safety of pedestrians and bicyclists, and pulling the buildings up to the roads to give the area a unique and memorable character.

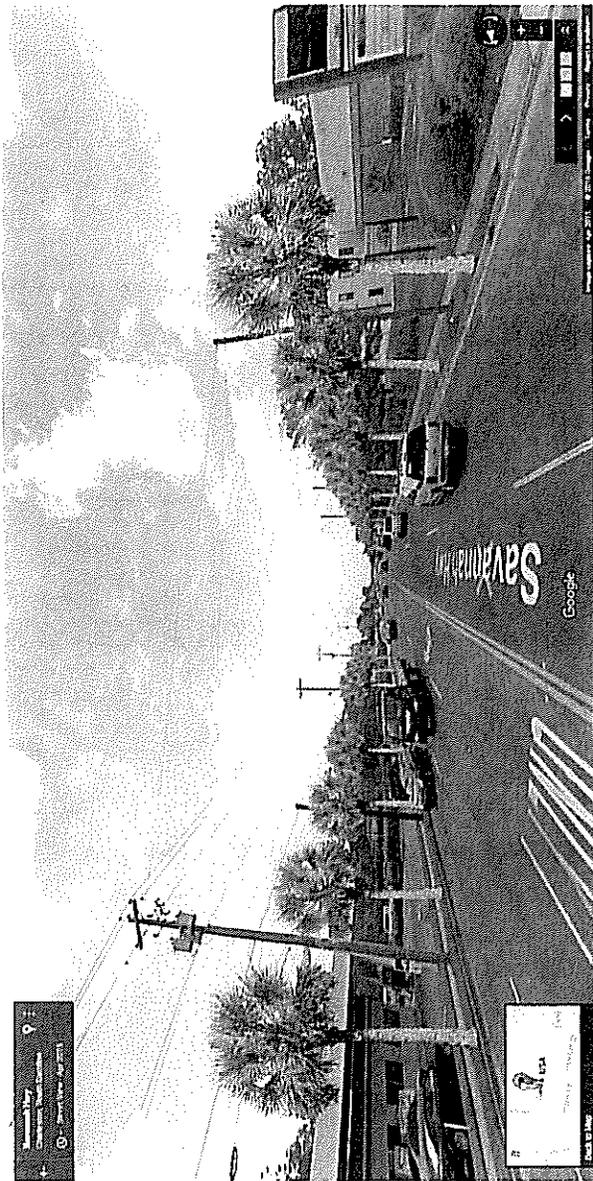
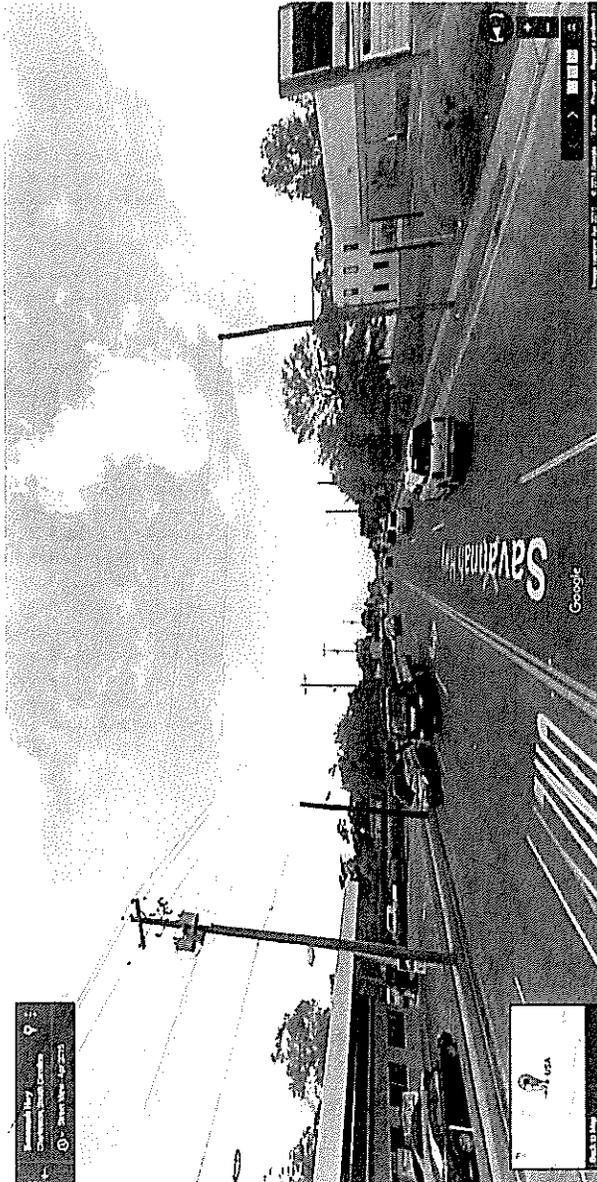


Existing conditions at the Wappoo Rd/Savannah Hwy intersection.

DuPont | Wappoo Community Plan

Savannah Highway Possibilities

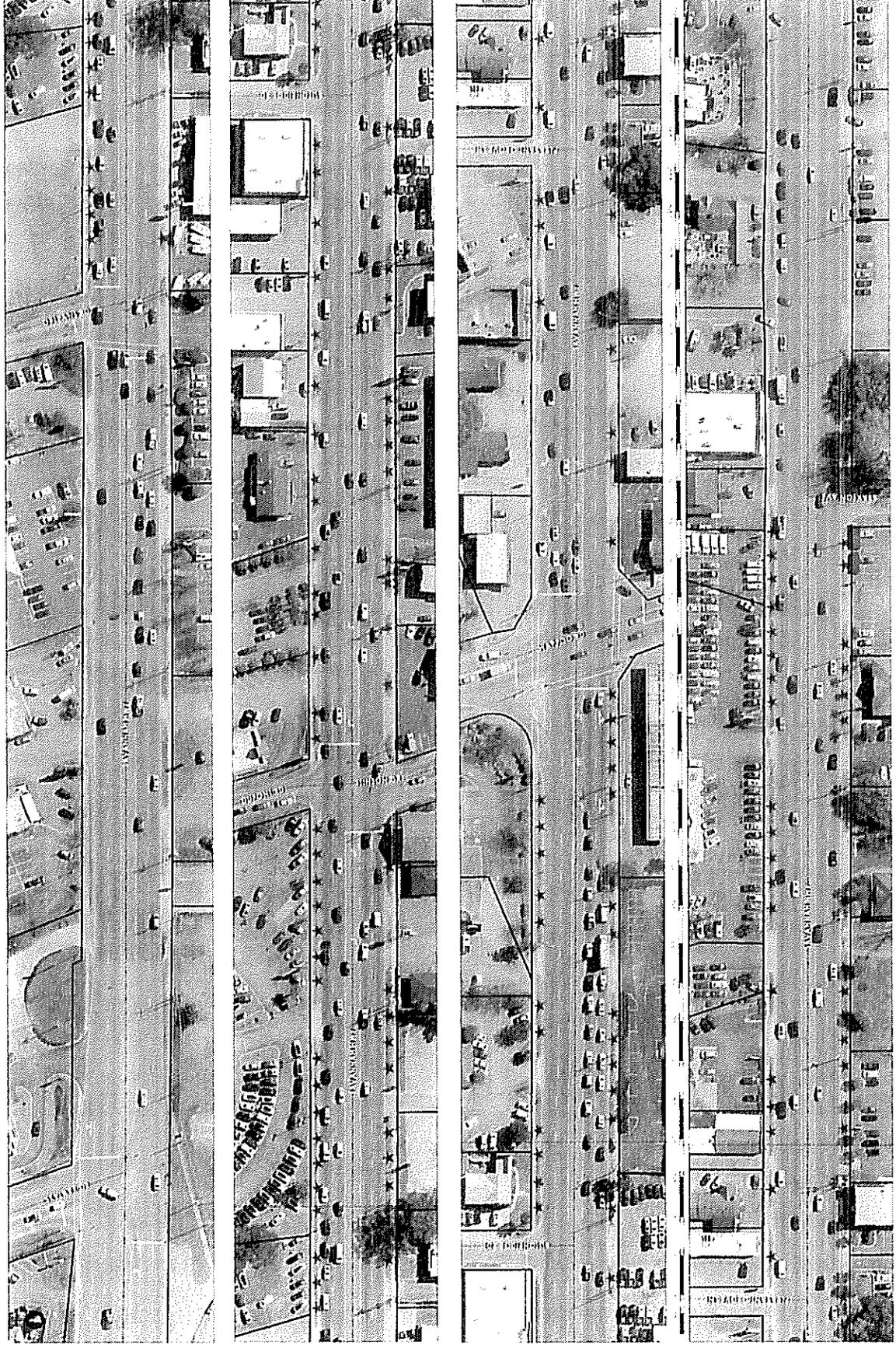
The picture on the left shows the current conditions along Savannah Highway. The picture below shows how the area could be redeveloped to address the public's desire to improve this streetscape and create community character through the planting of Palmetto trees in the right-of-way.



DuPont | Wappoo Community Plan

Savannah Highway Street Tree Possibilities

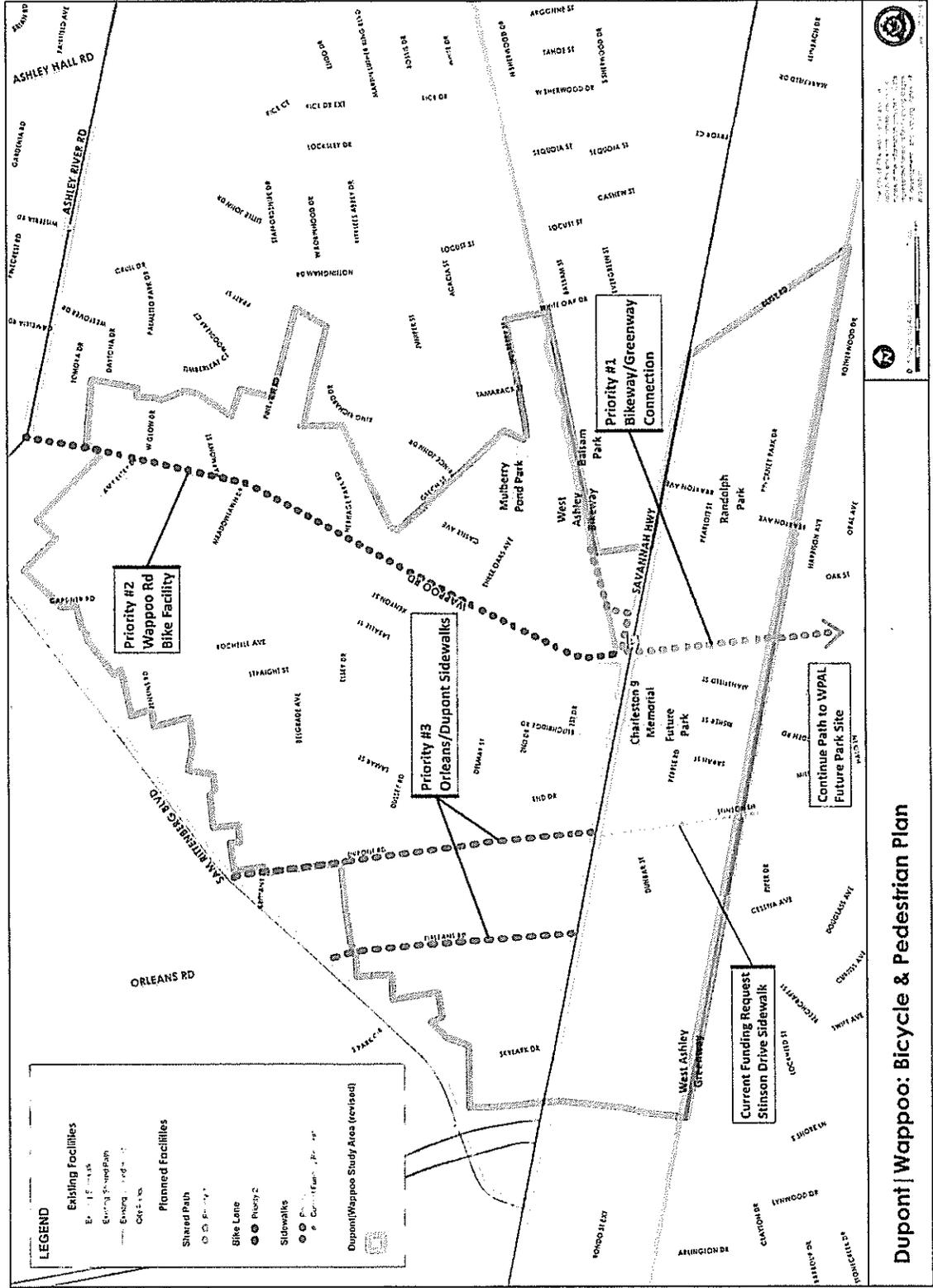
The picture below shows the potential locations for street trees in the Savannah Hwy right-of-way (stars indicate potential locations).



DuPont | Wappoo Community Plan

Bike and Pedestrian Plan

The map below shows the City of Charleston's plan for improvements to bike and pedestrian facilities.



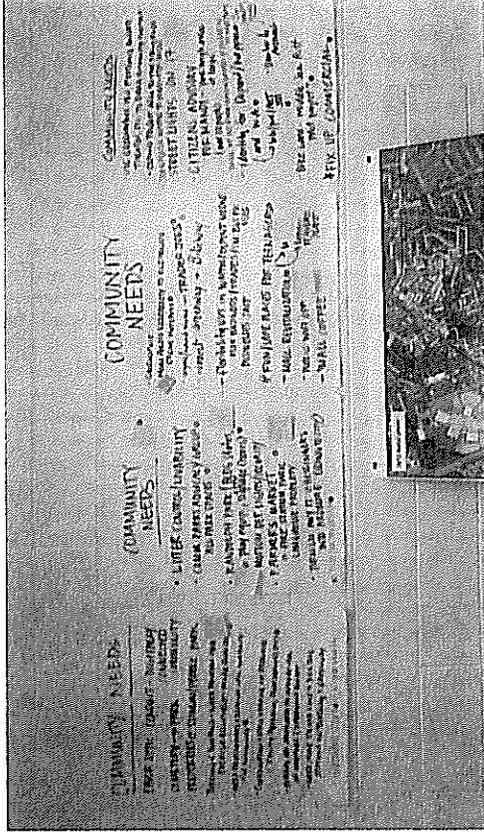
DuPont | Wappoo Community Plan Appendix

A-1. Community Elements

The following community element needs were identified by the public during the public workshops/input sessions:

- Increase coordination/consistency between City & County;
- Improve safety and livability through increased police, livability, and code enforcement, and by offering additional citizen support and neighborhood services;
- Improve the West Ashley Greenway, West Ashley Bikeway, Randolph Park, and duck pond and provide additional public spaces and park improvements;
- Provide fiber optic conduit to create a digitally connected community;
- Provide more community places for residents such as a senior center, fun, safe places for teenagers, community events, farmers markets, etc.; and
- Improve the sense of place and strengthen the community identity.

In addition to the community element input gathered at the DuPont | Wappoo Community Plan workshops, the City of Charleston conducted a West Ashley Community Perceptions Survey to better understand perceptions of West Ashley and the qualities that make West Ashley unique. The survey took place during the month of August 2015 and yielded 3200+ unique survey responses. The survey was made available to West Ashley community members via email, the City's website, and social media; paper copies were available at local libraries, recreation sites, and community meetings. The City will coordinate with the County to utilize this important citizen input to create a community driven visioning process to enhance West Ashley's image, and highlight pride points such as West Ashley's strong sense of community, great neighborhoods, local businesses, and unique parks and public spaces.

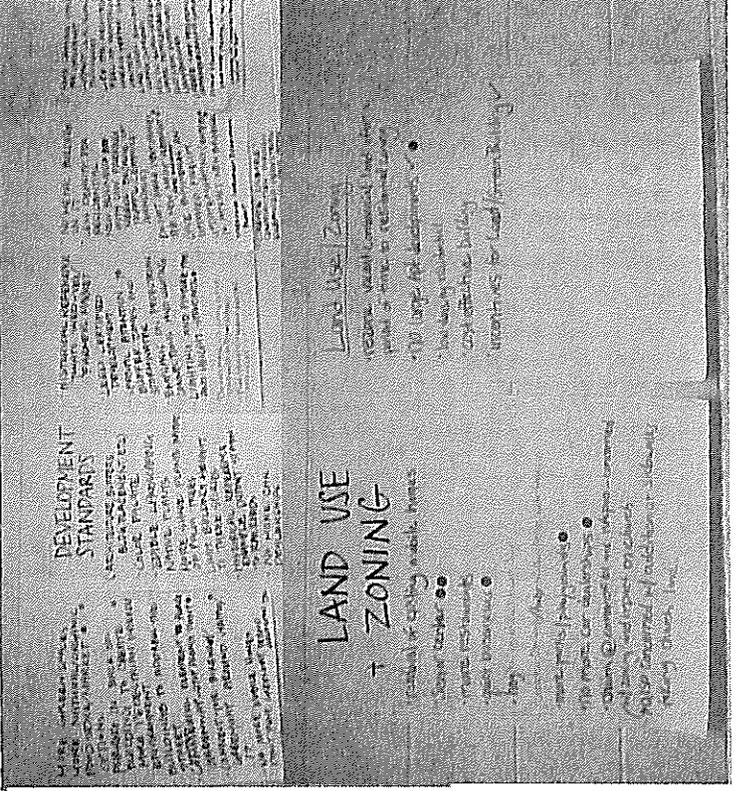
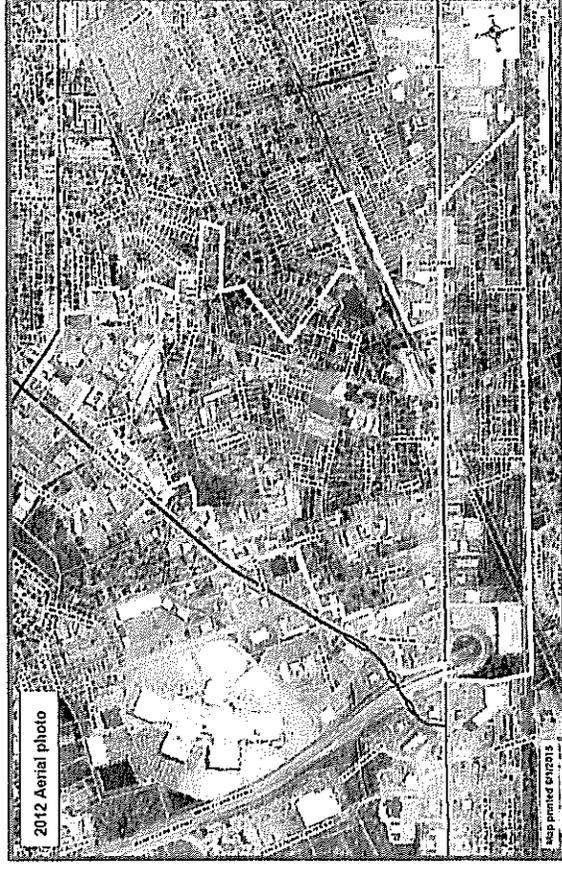


DuPont | Wappoo Community Plan Appendix

A-2. Land Use, Zoning, and Design Standards

The public identified the following land use, zoning, and design standard needs during the public workshops/input sessions:

- Adopt consistent land use, zoning, and design standards between the City and County that facilitate more authentic development;
- Create livable communities through enhanced pedestrian circulation and access service (restaurants, small businesses, stores);
- Create safe and connected pedestrian/bicycle accesses;
- Improve architectural requirements, but allow for cost effective building materials;
- Prohibit metal buildings on Savannah Highway;
- Limit building height to three stories with height increases allowed near I-526;
- Require buffers and landscaping;
- Require that development be low impact and pay special attention to buffer zones and storm water runoff;
- Require buildings to address the street;
- Require that parking be located at the back of buildings to create a more pedestrian friendly environment;
- Address public realm/right-of-way elements (street trees and street lights);
- Allow Flexibility of uses in Wappoo/DuPont Wedge, Flex Business/ Trades/Small Business Park uses; and
- Prohibit large apartment developments and car dealerships.

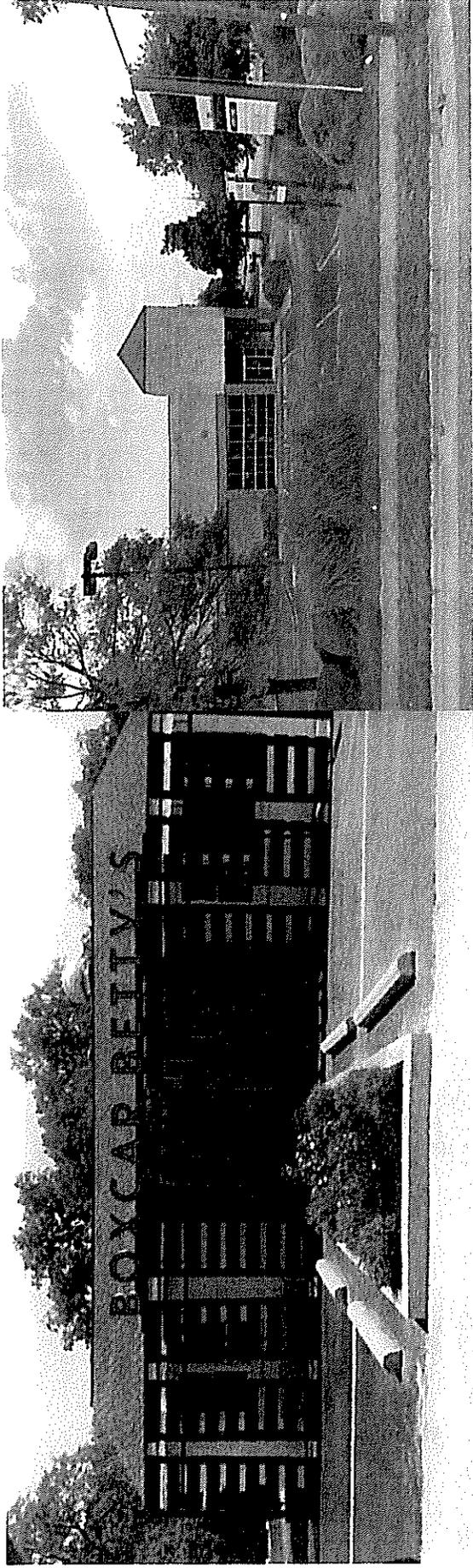
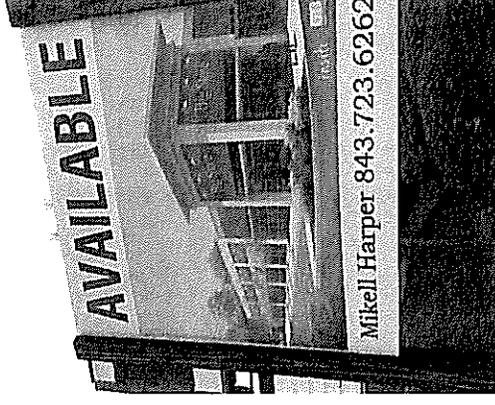


DuPont | Wappoo Community Plan Appendix

A-3. Economic Development and Revitalization

The major items the community identified regarding economic development and revitalization included:

- Recruit businesses that serve residents' needs (personal services, natural/organic food stores, coffee shops, etc.);
- Support and encourage local/small businesses (local hardware stores and restaurants);
- Upgrade/utilize old shopping centers and the mall;
- Provide incentives for redevelopment of commercial properties;
- Create centers/hubs for less vehicle travel;
- Provide a Farmer's Market;
- Ensure the safety of area businesses;
- Provide incentives for redevelopment of commercial properties;
- Limit the expansion of large car dealerships within the community; and
- Link the West Ashley Greenway to nearby neighborhood commercial areas through wayfinding signage.

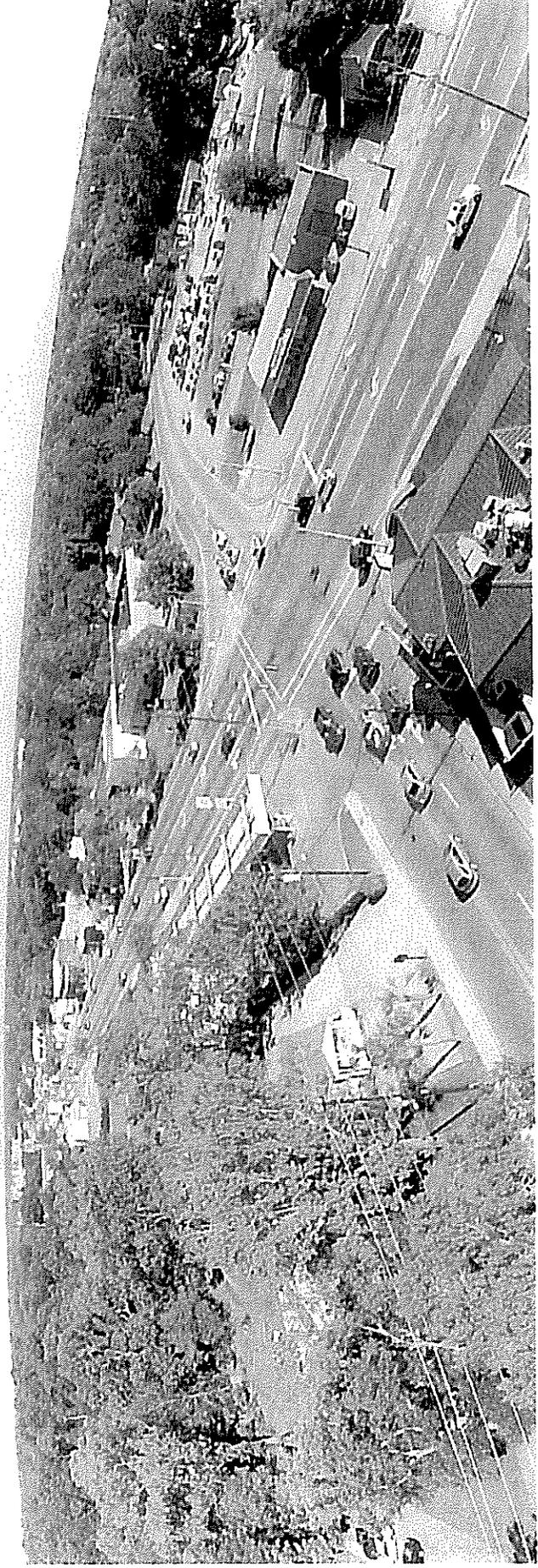


A-4. Traffic and Transportation

The community identified the following regarding traffic and transportation:

- Reduce traffic congestion on Savannah Highway;
- Provide street lights, street trees, and medians on Savannah Highway;
- Trim and prune trees along the streets;
- Improve pedestrian safety by installing crosswalks at intersections and by providing more sidewalks (Wappoo Rd to Edgewater Bridge, and Pebble, Elsey, Dulsey, DuPont, Stinson, and Orleans Rd);
- Beautify the Wappoo Road/Savannah Highway intersection;
- Provide a park and ride location in the area;
- Provide safe bus stop locations and safe routes to bus stops (sidewalks) located on DuPont Rd for childrens' safety;
- Connect the West Ashley Bikeway and West Ashley Greenway; and
- Improve signal synchronization along Savannah Highway.

Intersection of Wappoo Road and Savannah Highway



DuPont | Wappoo Community Plan Appendix

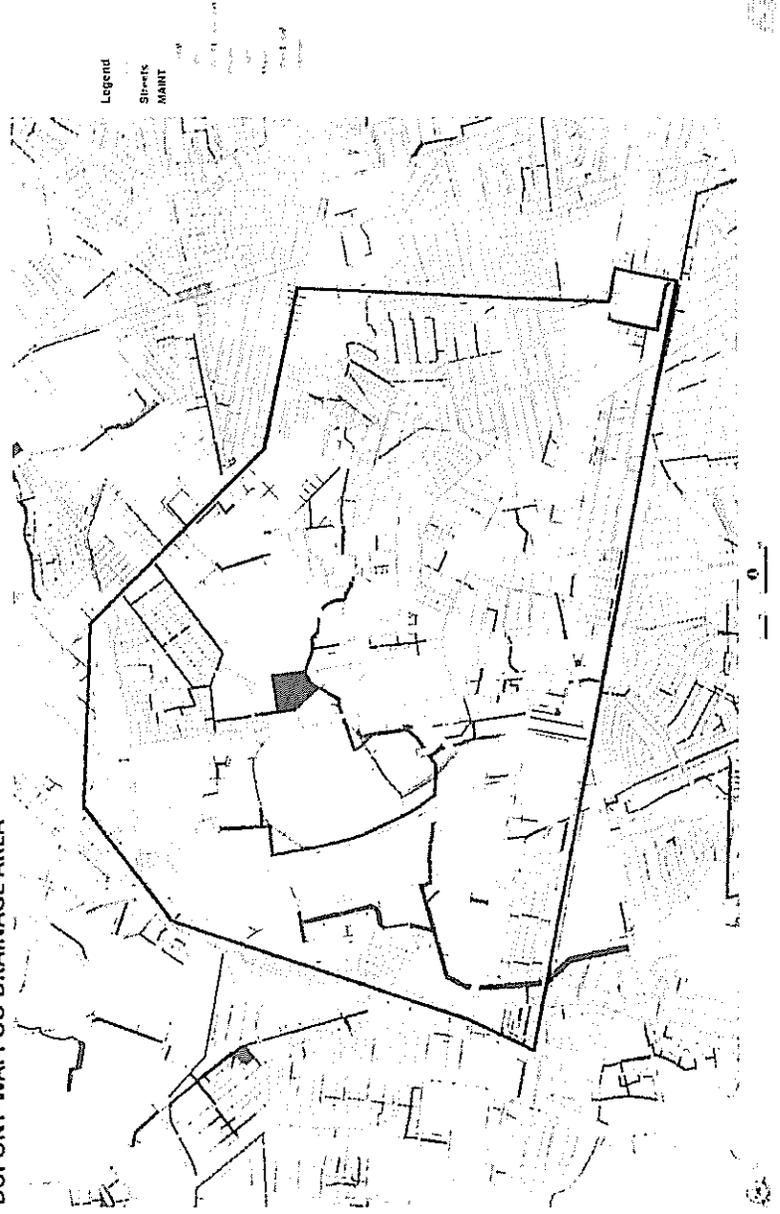
A-5. Drainage and Stormwater

The major items the community identified regarding drainage and stormwater included:

- Conduct an area-wide drainage study;
- Turn stormwater facilities into amenities;
- Provide incentives for green infrastructure/stormwater facilities;
- Create stormwater demonstration projects;
- Use the Half Cent Sales Tax to fund regional stormwater improvements; and
- Require on-site drainage improvements or fee-in-lieu-of options.



DUPONT-WAPPOO DRAINAGE AREA

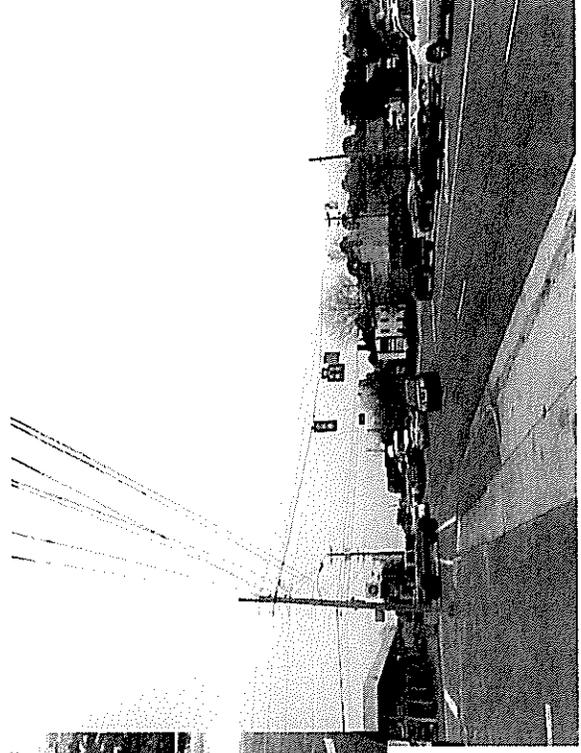
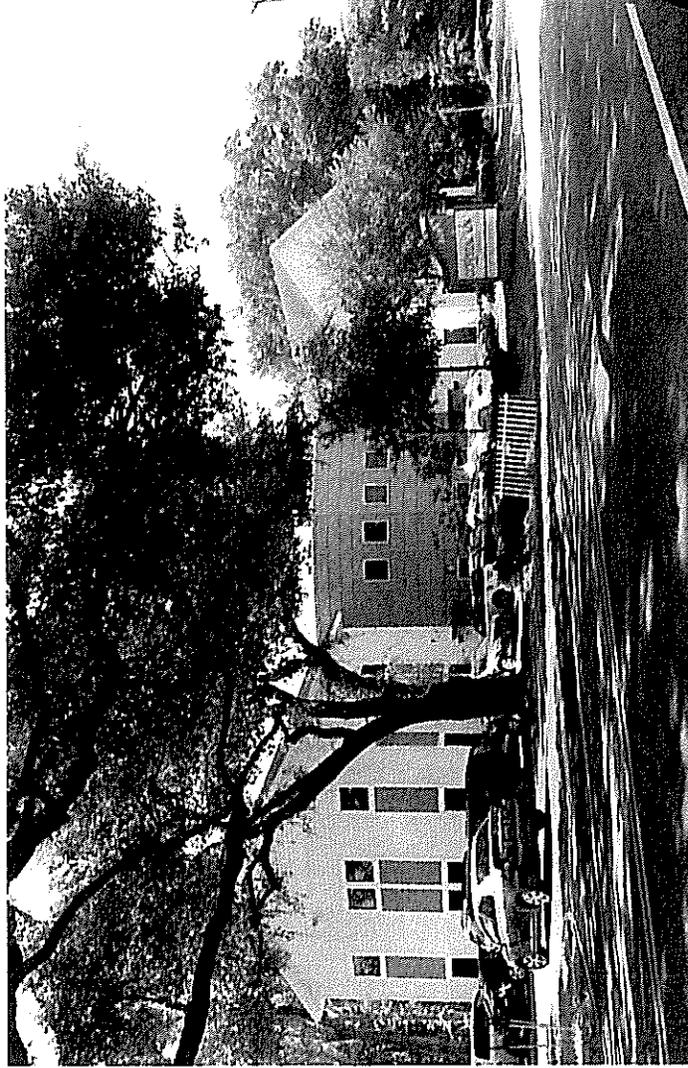


DuPont | Wappoo Community Plan Appendix

A-6. Streetscape/Beautification

The community identified the following regarding streetscape/beautification needs:

- Bury power lines;
- Request SCDOT to maintain the right-of-way, especially near 526;
- Install safe pedestrian-scale lighting;
- Create safe, handicap accessible pedestrian/bicycle access (sidewalks) and crossings; and
- Add landscaping and trees along streets.



**Memorandum of Understanding Among
Charleston County and The City of Charleston**

WHEREAS, Charleston County and the City of Charleston, herein referred to as the “Parties,” collectively desire to establish a coordinated Vision for the DuPont-Wappoo Area known as the DuPont-Wappoo Community Plan (the “Plan”); and

WHEREAS, the Goals, Vision, and implementation actions identified in the Plan were developed based on significant public input gathered through several public workshops, presentations, and charrettes held in the DuPont-Wappoo Area.

WHEREAS, the Goals and Vision of the Plan are to be accomplished through implementation actions identified in the Plan that address issues related to: strengthening the community identity; improving stormwater runoff attenuation; improving safety and operational efficiency of all modes of travel; facilitating multimodal transportation conversions along the corridor (walking, biking, and transit); coordinating among various governmental bodies with regard to zoning, land development and design standards, and the preparation of standards for new development along the corridor that provide clear guidance to state and local agencies, community stakeholders, the general public, and the private sector; revitalizing economic development in the area; and improving and connecting existing green space and park areas; and

WHEREAS, the Plan identifies strategies and provides the basis for setting priorities to achieve desired outcomes that can protect and enhance the DuPont-Wapoo Area including, but not limited to, providing a safe, connected, green, attractive, valuable, and synced corridor for all residents and visitors of the Charleston Region.

NOW, THEREFORE, IN RECOGNITION OF THE FOREGOING, the Parties hereby jointly understand, agree, and commit as follows:

- A. To work in partnership to improve neighborhood safety and expand opportunities for residents’ access to open space, parks and natural resources in order to promote a healthy living environment and high quality of life in the DuPont-Wappoo Area.
- B. To adopt coordinated and consistent land use, zoning, design, and land development requirements that encourage development of the land uses and character the community desires.
- C. To continue working to revitalize economic development through business development, retail recruitment, infill redevelopment, and similar initiatives.
- D. To work in partnership to improve existing transportation infrastructure, including, but not limited to, enhancing and establishing attractive and safe transportation options serving the DuPont-Wappoo Area and increase travel choices available to people of all means and abilities.
- E. To continue to coordinate to complete a basin-wide drainage study and implement resulting recommended strategies regarding infrastructure improvements, revised stormwater requirements, special protection area, water quality component, etc.

F. To work in partnership to address other implementation actions identified in the Plan and other strategies that may be identified as the Plan is implemented.

G. That this Memorandum of Understanding may be revised from time to time as circumstances warrant, and may be amended only in writing and signed by all Parties to indicate concurrence of Charleston County and the City of Charleston.

H. That any party may withdraw unilaterally and without cost or expense from the MOU by giving sixty days (60) advance notice to all other signatory parties.

Name (signature)

Date

Title
Charleston County

Name (signature)

Date

Title
City of Charleston

E9.)



Ratification
Number _____

AN ORDINANCE

TO AMEND OF CHAPTER 54 OF THE CODE OF THE CITY OF CHARLESTON (ZONING ORDINANCE) TO CREATE THE DUPONT WAPPOO PLANNING AREA AND DUWAP OVERLAY ZONE, TO CREATE THE JOB CENTER ZONING DISTRICT AND AMEND VARIOUS EXISTING SECTIONS OF THE ZONING ORDINANCE AS NECESSARY TO INCLUDE STANDARDS FOR THE DUPONT OVERLAY ZONE AND THE JOB CENTER DISTRICT.

BE IT ORDAINED BY THE MAYOR AND COUNCILMEMBERS OF CHARLESTON, IN CITY COUNCIL ASSEMBLED:

Section 1. Article 2, Part 5, of Chapter 54 of the Code of the City of Charleston (Zoning Ordinance) is hereby amended by inserting, in numerical order, Sec. 54-228, Dupont Wappoo Planning Area and DuWap Overlay Zoning, to read as follows:

"Sec. 54-228. Dupont Wappoo Planning Area and DuWap Overlay Zone.

- a. **Intent and Applicability.** The Dupont Wappoo Planning Area, as shown on the map titled "Dupont Wappoo Planning Area and Overlay Zone", is an area of West Ashley that consists of a variety of residential, commercial and light industrial uses that have evolved over time. Within the Dupont Wappoo Planning Area is the Dupont Wappoo (DuWap) Overlay Zone. The intent of the Dupont Wappoo Planning Area and DuWap Overlay Zone is to preserve the existing development patterns while providing land use and design standards that enable new attractive development appropriate to and in scale with the community and to build upon the existing entrepreneurial and small light industrial uses as well as other existing commercial, office, retail and residential uses in the area. The Dupont Wappoo Planning Area and DuWap Overlay Zone also create regularity and coordination between the City of Charleston and Charleston County concerning zoning, land use, and design standards.

The DuWap Overlay Zone regulations in this section apply to all uses except for single-family residential and single and two family residential uses. The DuWap Overlay Zone regulations in this section apply in addition to the underlying base zoning district and in addition to all other applicable regulations of the City of Charleston Zoning Ordinance. In the case of conflict between

the regulations of this section and other regulations in the Zoning Ordinance, the regulations of this section shall control. These overlay zoning district regulations are intended to be consistent with similar regulations adopted by Charleston County. Legally established existing uses that do not meet the requirements of this section shall be considered legal nonconforming per Sec. 54-110.

- b. Coordination with Adjacent Jurisdictions.** The City of Charleston and Charleston County collaborated to develop the DuWap Overlay Zone standards to ensure that development within the within the Dupont Wappoo Planning Area is consistent between the two jurisdictions. The City of Charleston and Charleston County will coordinate with the other regarding all land development applications, with the exception of single-family detached residential, to ensure consistency with regards to development requirements.
- c. Prohibited Uses.** In addition to the prohibited uses in Article 2, Part 3, Table of Permitted Uses, the following uses are prohibited within the DuWap Overlay Zone: vehicle sales (new or used) and associated vehicle storage areas that encompass more than one acre, boat sales (new or used) and associated storage areas that encompass more than one acre, restaurants with drive thrus, vehicle and boat repair as a principle or accessory use, vehicle and boat service shops, towing services, car washes, gasoline stations, pawn shops and short term lenders. Self-storage facilities are prohibited unless they are part of a multi-story mixed use development where the ground floor use along the entire street frontage is separately leased commercial or office space that is independent of the storage facility business. Single use multi-family structures, except for affordable housing projects as verified by the City of Charleston Department of Housing and Community Development, with individual building footprints greater than 10,000 square feet.
- d. Driveways and Vehicle Access.**

 - 1. **General.** The driveway separation requirements shall apply per Article 3, Part 3 Driveway and Building Setback Requirements for Business, Office or Industrial Lots, Sec. 54-310 and 54-311 and the following subsection below.
 - 2. **Shared Access.** Driveways for all uses except single-family residential should be located in a manner where they can be shared between adjoining parcels as described below.

 - a) Shared access is encouraged between adjoining parcels. If the subject parcel is proposed for new development or redevelopment and has less than 130 feet of frontage shared access with the adjoining property is required unless the adjoining parcel is single-family residential. If the owner of the adjacent parcel does not agree to share access the applicant must provide documentation of such in a letter from the adjacent property owner or by an affidavit.
 - b) Shared access should be located along a common property boundary.
 - c) Shared access agreements shall be recorded with the Register of Mesne Conveyance (RMC) Office.
- c. Pedestrian access and sidewalks.**

1. On-site pedestrian walkways shall be included in the site design of all new development and redevelopment projects and shall link access to existing sidewalks, adjacent parcels, as well as within the development area. At-grade and grade-separated pedestrian walkways within the project site shall provide direct connections from the street to the main entrance and to abutting properties. Pedestrian walkways shall be designed and located in a manner that does not require pedestrians to walk through parking lots or within driveways. All walkways must be ADA compliant.
2. Sidewalks in or adjacent to public rights-of-way shall be required per Article 3, Part 14.

d. Landscape buffer, road buffer and parking lot buffer requirements.

1. Requirements for landscape buffers shall apply per Article 3, Part 8, Landscape Buffer Requirements, with the following amendments applicable to the DuWap Overlay Zone:
 - a) Skylark Drive and Dupont Road shall be classified as Class I roads with a required buffer of 15 feet.
 - b) for buffers required to screen incompatible land uses, the landscape buffer may be reduced by up to one-half (1/2) its required depth when a six (6) foot tall opaque screen wall or fence is utilized in combination with the buffer to provide a continuous screen element; however, no required landscape buffer shall be less than ten (10) feet in depth.
2. Requirements for parking lot, vehicular use and refuse collection area landscaping and screening shall apply per Article 3, Part 7, Parking Lot, Vehicular Use and Refuse Collection Area Landscaping and Screening Requirements.

e. Street trees & street lights. The following shall apply to parcels with frontage along Savannah Highway. The installation of street trees and appropriately scaled street lights within the right-of-way shall be required for all new development and redevelopment projects that require approval by the City's Technical Review Committee (TRC) regardless of the amount of right-of-way altered as part of the project scope. Street tree species selection, size, location and spacing shall be pursuant to the City of Charleston Street Tree Manual and shall require approval of the Department of Parks as part of the TRC review process. Street selection location and spacing shall be pursuant to the City Code and shall require approval of the Department of Parks per City Code Sec. 30-51 as part of the TRC review process. Street light have Octagonal fixtures on fluted posts 17ft in height or other as approved by the Department of Parks.

f. Signage. Requirements for signage shall apply per Article 4, Part 3, Sign Regulations for the base zoning district unless noted otherwise below.

1. For a development containing three or fewer business units, one freestanding monument style sign with a maximum height of twelve feet (12') and a maximum size of forty (40) square feet per face shall be allowed.

2. For a development containing more than three business units, one monument style sign with a maximum height of fourteen feet (14') and a maximum size of sixty (60) square feet per face shall be allowed.

g. Design Standards. Savannah Highway, Wappoo Road, Dupont Road, Orleans Road and Skylark Drive are included in the City of Charleston's Design Review District and are under the purview of the Design Review Board (DRB) per Article 2, Part 11 in order to protect and improve the visual and aesthetic character and economic value of development within the City of Charleston. In accordance with Sec. 54-267 Design Review Objectives and Sec. 54-272 Design Review Standards, the following standards apply for all uses in the DuWap Overlay Zone except for single family residential uses and should be used as a frame of reference for the applicant in the development of site and building plans.

1. Building Height and Size.

- a) Within the DuWap Overlay Zone, building height shall be measured by stories instead of feet. Parcels with frontage on Savannah Highway between Dupont Road and I-526 or between Stinson Drive and I-526 shall have a maximum building height of seven (7) stories; all other parcels between Dupont Road and I-526 shall have a maximum height of five (5) stories. Parcels with frontage on Savannah Highway east of Dupont Road and Stinson Drive shall have a maximum building height of five (5) stories. Parcels with frontage on Wappoo Road shall have a maximum building height of three (3) stories.
- b) Single use multi-family structures shall not have a single building footprint greater than 10,000 square feet. Affordable housing development projects, as verified by the City of Charleston Department of Housing and Community Development, are exempt from the maximum building footprint provided that one hundred percent of the units in the project are affordable for no fewer than twenty (20) years from the initial occupancy.

2. Site Design.

- a) The DuWap area should be defined by building frontages, screen walls and landscaping and not by parking lots.
- b) Buildings on corner lots should address all applicable street frontages with regards to site design and architectural interest.
- c) Parking for new developments should be located to the side or rear of the building. When side or rear parking abuts a public right-of-way, a screen wall should be provided.

3. Building Appearance.

- a) Building entrances and windows should be provided along the street frontage.
- b) Vehicle bays and storage bays shall not face any road frontage. Emergency service facilities may be exempt from this requirement.
- c) Windows shall be inset with sills and headers. Vinyl windows will not be permitted.

- d) Quality building materials must be used; vinyl siding or EIFS will not be permitted.
- e) New buildings should utilize colors that are complementary, not necessarily homogeneous, to existing buildings.
- f) Along Wappoo Road, in cases where existing buildings that are residential in nature are converted to nonresidential uses, the residential character (height, scale, material entrances, windows roof pitch) should be presented at the street frontage.

h. Special Stormwater Drainage Requirements. The Dupont Wappoo Planning Area and DuWap Overlay Zone are located in the Tiger Swamp watershed with outfall into the Stono River. Due to existing drainage issues within the watershed area, development activities occurring within the Dupont Wappoo Planning Area and DuWap Overlay Zone may be required to comply with additional or more stringent design criteria in addition to the requirements of the City of Charleston Stormwater Design Standards Manual. Applicants shall be required to meet with the City of Charleston Engineering Division to discuss specific design criteria prior to making a pre-application submittal to the Technical Review Committee.”

Section 2. Article 1, Part 1, Sec. 54-102, Division of City into Zoning District Classifications, of Chapter 54 of the Code of the City of Charleston (Zoning Ordinance) is hereby amended by inserting a new base zoning district “JC Job Center district” after MU-2 Mixed Use district and before BP Business Park district.

Section 3. Article 2, Part 5, Sec. 54-201, Base Zoning Districts, of Chapter 54 of the Code of the City of Charleston (Zoning Ordinance) is hereby amended by inserting, in alphabetical order, subsection v., Job Center, to read as follows:

“v. **Job Center, JC District.** The JC District is intended to promote small entrepreneurial businesses and industries consisting of consumer, special trade, services, office/warehousing and limited light industrial uses. Uses that fit into this category are characterized by being incubators for new small and entrepreneurial business, uses are low traffic generators, and do not have external environmental effects across property lines. The scale of the buildings and uses in the JC District are an appropriate transition between residential uses and more intense zone districts. The hours of operation for uses that are open to the public are limited to 7:00 am to 9:00 pm.”

Section 4. Article 2 of Chapter 54 of the Code of the City of Charleston (Zoning Ordinance) is hereby amended by inserting, in numerical order, Part 17, Job Center District, and associated new sections to read as follows:

“PART 17

JOB CENTER DISTRICT

54-299.16 Intent.

The JC District is intended to promote small entrepreneurial businesses and industries consisting of consumer, special trade, services, office/warehousing and limited light industrial uses. Uses that fit into this category are characterized by being incubators for new small and entrepreneurial business, low traffic generators, and with no external environmental effects across property lines.

54-299.17 Applicability of Standards

The standards in this section apply on all properties zoned JC District in addition to all other applicable regulations of the City of Charleston Zoning Ordinance.

54-299.18 Hours of Operation.

The hours of operation for uses that are open to the public are limited to 7:00 am to 9:00 pm.

54-299.19 Height, Area and Setback regulations.

The height, area and setback regulations are listed under Article 3, Part 1, Table 3.1: Height, Area and Setback Regulations and Sec. 54-311 Building setbacks for business, office or industrial lots.

54-299.20 Driveways and Vehicle Access.

- a. **General.** The driveway separation requirements shall apply per Article 3, Part 3 Driveway and Building Setback Requirements for Business, Office or Industrial Lots, Sec. 54-310 and 54-311.
- b. **Shared Access.** Driveways should be located in a manner where they can be shared between parcels as described below.
 1. Shared access is encouraged between adjoining parcels. If the subject parcel is proposed for new development or redevelopment and has less than 130 feet of frontage shared access with adjoining property is required unless the adjoining parcel is single family residential. If the owner of the adjacent parcel does not agree to share access the applicant must provide documentation of such in a letter from the adjacent property owner or by an affidavit.
 2. Shared access should be located along a common property boundary.
 3. Shared access agreements shall be recorded with the Register of Mesne Conveyance (RMC) Office.

54-299.21 Landscape buffer, road buffer and parking lot buffer requirements.

- a. Requirements for landscape buffers shall apply per Article 3, Part 8, Landscape Buffer Requirements, with the following exception: for buffers required to screen incompatible land uses, a six (6) foot tall screen wall or fence may be utilized and the landscape buffer may be reduced by up to one-half (1/2) its required depth; however, no required landscape buffer shall be less than ten (10) feet in depth.
- b. Requirements for parking lot, vehicular use and refuse collection area landscaping and screening shall apply per Article 3, Part 7, Parking Lot, Vehicular Use and Refuse Collection Area Landscaping and Screening Requirements.

54-299.22 Design Standards.

- a. **Building Height and Size.**

1. Building height, size and scale at the street frontage should be compatible with neighboring properties if the adjoining properties are single family residential. Building height in these areas is limited to a maximum 2 ½ stories.
2. No single building shall exceed 12,500 gross square feet.

b. Building Appearance.

1. Building entrances and windows shall be provided along the street frontage.
2. Vehicle and storage bays shall not face any road frontage. Emergency service facilities may be exempt from this requirement.
3. New buildings shall utilize colors that are complementary, not necessarily homogeneous, to existing buildings.
4. In cases where buildings that are residential in nature are converted to nonresidential uses, the residential character (height, scale, material entrances, windows roof pitch) shall be presented at the street frontage.

- c. Exterior Lighting.** Exterior lighting, if used, shall be shielded residential lighting and shall be installed in a manner to minimize glare on adjacent properties.

54-299.23 Parking Area Surface Material Requirements.

- a. Parking areas may be non-hard surfaced utilizing slag, gravel, ROC, grasscrete or other pervious material provided that site drainage can be accommodated pursuant to City requirements; that a hard surfaced paved apron is constructed at each driveway entrance from a public street; and that the type of material and design of the paving material(s) used are found by the City to be suitable for the intended land use of the property. In making a determination of the suitability of the parking area material and design, the types of vehicles which will typically use the parking lot, the anticipated amount of daily or weekly traffic, the drainage conditions of the site and surrounding area, and the character of the property and surrounding area shall be considered.”

Section 5. Article 3, Part 1, Sec. 54-301, Table 3.1: Height, Area and Setback Regulations, of Chapter 54 of the Code of the City of Charleston (Zoning Ordinance) is hereby amended to insert a new zoning district designation row for JC zone district, to be inserted at the bottom of the table after HI zone district, to read as follows (new text in **bold double underline** type):

TABLE 3.1: HEIGHT, AREA AND SETBACK REGULATIONS^{5/9}

Abbreviations: N/A - Not Applicable, NR - Not required. Numbers in () indicate number of units per acre. May 15, 1996

Zone District Designation	Front and Rear ^{10/17} Setback Minimum Depths			Side Setbacks- Minimum Widths			Minimum Lot ¹³ Area per Family in square Feet-Type Dwelling Unit			Maximum ² Percent of Lot Occupied by Buildings	Max Height Limits ⁵ Structures	Max. Height Limits ¹⁶ Fences / Walls	Accessory Bldgs. to Residences Setback Required		Add'l Dwelling Distance from Front Lot Line
	Total	Front	Rear	Total	South / West	North / East	1-Fam.	2-Fam.	Multi-Fam.				From Front Street	From Side Street	
JC	NR	NR	NR	NR	NR	NR	NA	NA	NA	NA	2 ½ str.	NA	NA	NA	NA

Section 6. Article 4, Table 1.2: Allowed Sign Types by Zoning Districts, of Chapter 54 of the Code of the City of Charleston (Zoning Ordinance) is hereby amended to read as follows (new text in **bold double underline** type):

Sec. 54-420 Sign Regulations.

TABLE 1.2: ALLOWED SIGN TYPES BY ZONING DISTRICTS

Zoning District	SH, RO	CT	DI-TC, GP, ND, JC	HI, LI, GB, LB, GO, BP, MU,	All Residential Districts
Sign Type:					
Freestanding	12 sq. ft. per side/5 ft. ht. (plastic faces not allowed)	12 sq. ft. per side/5 ft. ht. (plastic faces not allowed)	12 sq. ft. per side/5 ft. ht. (plastic faces not allowed in DI-TC, GP, NC) <u>In JC: > 3 businesses 20 sq. ft. per side /5 ft. ht.</u>	≤ 3 businesses 40 sq. ft. per side/12 ft. ht. > 3 businesses 60 sq. ft. per side /14 ft. ht.	Institutional uses only = 1 sign =24 sq. ft. per side/6 ft. ht.
Additional Freestanding	Not permitted	Not permitted	Not permitted	>= 2 street fronts w/drive access 35 sq. ft. per side/10 ft. ht. per additional street	Not permitted
Reader Board	Not permitted	Not permitted	Not permitted	50% of allowable freestanding sign face (no internal illumination)	Institutional uses only =50% of allowable freestanding sign face (no internal

					illumination)
Kiosk/Directory	Not permitted	Not permitted	Not permitted	12 sq. ft. per side/5 ft. ht. (plastic faces not allowed)	Not permitted
Directional	Not permitted	Not permitted	Not permitted	4 sq. ft. side/3 ft. ht. (no illumination)	Not permitted
Wall/Fence	Not permitted	Not permitted	Not permitted	2 per drive access, 24 sq. ft. (if used, no freestanding signs allowed) (no internal illumination)	2 per drive access, 24 sq. ft. (if used, no freestanding signs allowed)(no internal illumination)
Sandwich Board	Not permitted	Not permitted	2 ft. wide/3 ft. ht.	2 ft. wide/3 ft. ht.(in lieu of freestanding sign)	Not permitted
Façade	Not permitted	1 sign per business unit = 9 sq. ft. (no illumination)	1 sign per business unit = 10% of façade (no internal illumination)	1 sign per business unit = 10% of façade	Institutional uses only = 10% of façade (no internal illumination)
Window	Not permitted	20% of ea. window (limited to ground flr. windows only)	20% of ea. window (limited to grnd. flr. windows only)	20% of ea. window (limited to grnd. flr. windows only)	Not permitted
Awning/Canopy	Not permitted	20% of surface area (no illumination)	2/3 awning valance or canopy face; max. 16" tall (no illumination)	2/3 awning valance or canopy face; max. 16" tall (no illumination)	Not permitted
Right Angle for individual business units	Not permitted	1 sign per business unit = 9 sq. ft. per side	1 sign per business unit = 9 sq. ft. per side	1 sign per business unit = 9 sq. ft. per side	Not permitted
Right Angle in lieu of freestanding	Not permitted	Not permitted	1 sign per development = 18 sq. ft. per side ≥ 3 stories + 40,000 sf = 40 sq. ft. per side	1 sign per development = 18 sq. ft. per side ≥ 3 stories + 40,000 sf = 40 sq.ft. per side	Not permitted
Residential/Multi-family	2 per entrance, single face, 24 sq. ft./6 ft. ht. (no internal	2 per entrance, single face, 24 sq. ft./6 ft. ht. (no internal	For ND only = 2 per entrance, single face, 24 sq. ft./6 ft. ht. (no	2 per entrance, single face, 24 sq. ft./6 ft. ht. (no internal	2 per entrance, single face, 24 sq. ft./6 ft. ht.(no internal

	illumination)	illumination)	internal illumination)	illumination)	illumination)
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Section 7. Article 2, Part 2, Sec. 54-206, subsection q., of Chapter 54 of the Code of the City of Charleston (Zoning Ordinance) is hereby amended to read as follows (new text in **bold double underline** type):

“q. Electric substation or gas regulator station. Such station shall be permitted within the Conservation District, all residential districts, the CT district, ~~and~~ the RO district, **and the JC district** only as an exception where the Board, after review, finds that such station is essential for service of the immediate area, will be enclosed within an appropriate woven wire or solid fence, will be suitably landscaped and no storage of vehicles or equipment will occur.”

Section 8. Article 2, Part 2, Sec. 54-207, subsections b., i., q., and r., of Chapter 54 of the Code of the City of Charleston (Zoning Ordinance) is hereby amended to read as follows (new text in **bold double underline** type):

“b. BP district **and JC district** conditions:

1. Conditional uses within the BP **and JC** districts shall not generate high volumes of traffic, have external environmental effects across property lines or have outdoor storage, unless said storage is part of the permitted principal use of the property and is screened from adjoining rights-of-way and properties by a minimum six-foot tall solid fence or wall in addition to a landscape buffer, if required under Article 3, Part 8: Landscape Buffer Requirements.
2. **The hours of operation in the JC district for uses that are open to the public are limited to 7:00 am to 9:00 pm.**

i. Manufacturing:

1. Within the BP **and JC** districts, light manufacturing shall be permitted if the proposed facility meets standards in 54-207, b., and does not exceed 7,000 square feet of light manufacturing space per establishment and is only engaged in the manufacture, processing or preparation of finished products from previously prepared materials. This category includes the processing, preparation, fabrication, assembly, treatment, packaging and storage of such products and incidental sales and distribution.
2. Within the **LI and JC** districts, the following types of food and kindred products, textile mill products, lumber and wood products manufacturing or processing or other types of manufacturing or processing are prohibited:
 - a) Cottonseed products manufacture, crabmeat or seafood processing involving cooking, tallow, grease, or lard manufacture, dye-stuff or oil cloth manufacture, tanning, curing or sorting of raw hides or skins, paper or pulp manufacture, creosote manufacture or processing or other types of manufacturing or processing which are noxious or offensive by reason of the omission of odor, dust, smoke, gas, vibration, or noise.

3. Within the LI district, Principal Use categories 26, 30, 31, 32, 34, 35, 36, 37, 39, and 7692, shall be permitted if the Zoning Administration finds that the use meets the following Performance Standards:

- a) A total ambient noise level of no more than 67 decibels (dBA) is created at all external lot lines adjacent to residential zoning districts or 72 decibels at all external lot lines adjacent to non-residential zoning districts, measured at least 1,000 feet from adjacent roadways and rail lines if possible;
- b) A total vibration level of no more than 65 velocity decibels (VdB) is created at any internal lot line;
- c) Glare will be less than 50 foot lamberts or one-half of a foot candle on land within residential zoning districts when measured at the lot line; and
- d) All existing South Carolina State air pollution control regulations are met to insure no significant adverse air quality or odor impacts.

Demonstration that the proposed use meets the above standards must be submitted by the property owner to the Zoning Administration for review. The Zoning Administration may require the property owner to conduct periodic monitoring to ensure the standards are continuously met or may undertake such on its own. Equipment used for measurement must meet the standards of the American National Standards Institute. All costs associated with such measurements shall be the responsibility of the property owner.

- q. Veterinary services shall only be permitted within the GP, GB, UC, MU-2, MU-2/WH, BP, JC, CT, LB, MU-1, and MU-1/WH districts as a conditional use if the use satisfies, as evidenced by a site plan, floor plans and written description of the proposed facility, the following conditions:
 1. Boarding of animals shall be completely indoors;
 2. Buildings in which animals are kept or exercised shall be designed and constructed utilizing appropriate soundproofing and ventilation so that noise and odor shall not be perceptible beyond the premises;
 3. No cremation of animals shall occur on the property. All dead animals and refuse shall be disposed of in accordance with City and other governmental agency regulations.
- r. Automotive repair shops, shall be permitted within the GB, UC, MU-2, MU-2/WH, JC and BP zone districts as a conditional use where the applicant has provided sufficient documentation to demonstrate compliance with the following conditions:
 1. Buildings will not be within one hundred (100) feet of any existing school, church, hospital, or public library.
 2. Buildings will not be within fifty (50) feet of any residential zone district.
 3. Exposed repair facilities will not be on the front portion of the lot."

Section 9. Article 2, Part 3, Table of Permitted Uses, of the Code of the City of Charleston (Zoning Ordinance) is hereby amended to insert a new zoning district column row for JC zone

district, to be inserted after the GP zone district column, with corresponding permitted use symbols to read as follows (new column, new text and new symbols highlighted in gray):

"PART 3 - TABLE OF PERMITTED USES

PRINCIPAL USES	ZONING DISTRICTS														GP	JC							
	RR-1	SR-1	SR-3	SR-4	STR	DR-6	DR-1F	DR-1	DR-3	DR-4	RO	GO	CT	LB MU-1 MU-1/WH			GB UC MU-2 MU-2/WH	UP	BP	LI	HI		
• Permitted Use																							
† Special Exception Use																							
‡ Conditional Use	C	SR-2	SR-5	SR-6		DR-9	DR-2F																
H Permitted use with limitation on hours of operation (see 54-204)		SR-7	SR-8			DR-12	DR-2																
DIVISION A: AGRICULTURE, FORESTRY AND FISHING																							
01. Agricultural Production-Crop																							
018. Horticultural Specialties 54-207, h.	•	‡												•	•	•	•	•	•	•	•	•	•
019. General Farms, Primarily Crop 54-207, h.	•	‡												•	•		•	•	•	•			
02. Agricultural Production-Livestock	†																		•	•			
021. Livestock, except dairy farms																			•	•			
022. Dairy farms 54-206, d.	†																		•	•			
07. Agricultural Services																							
074. Veterinary services 54-207, q.													‡	‡	‡	‡	‡		•	•	‡	‡	
074.1 Kennels																			•	•			
0752. Dog grooming															•	•	•	•	•	•	•	•	•
078. Landscape and horticultural services																	•						

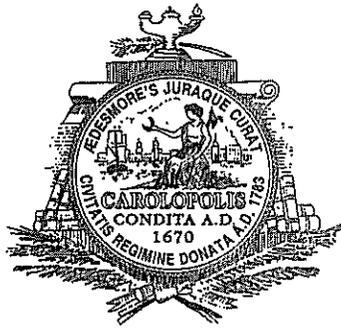
701. Hotels, motels and inns																			see 54-220 Accommodations Overlay Zone	+
702. Rooming and boarding house																			see 54-220 Accommodations Overlay Zone	+
703. Camps and trailering parks	•																		• • •	
704. Organization hotels and lodging houses, on membership basis																				
7041. Fraternity and sorority houses																			• • • • •	
7042. Dormitories																			• • • • •	
7043. Organizational hotels and lodging, not elsewhere classified																			See 54-220, Accommodations Overlay Zone	+
72. Personal Services																				
721. Laundry, cleaning, and garment services																				
7211. Power laundries 54-207, b.																			H • • ‡ • • • ‡	
7212. Garment pressing, and agents for laundries and dry cleaners 54-207, e.																			‡ H • • • • • ‡	
7213. Linen supply 54-207, b.																			‡ • •	‡
7214. Diaper service 54-207, b.																			‡ • •	‡
7215. Coin operated laundries and dry cleaning																			H • • • • • •	
7216. Dry cleaning plants, except rug cleaning 54-207, b.																			H • • ‡ • • • ‡	

Section 12. This Ordinance shall become effective upon ratification.

Ratified in City Council this ____ day of _____ in the Year of Our Lord 2016, in the ____ Year of Independence of the United States of America.

By: _____
John Tecklenburg
Mayor, City of Charleston

Attest: _____
Vanessa Turner Maybank
Clerk of Council



Ratification
Number _____

AN ORDINANCE

TO AMEND THE ZONING ORDINANCE OF THE CITY OF CHARLESTON BY CHANGING THE ZONE MAP, WHICH IS A PART THEREOF, SO THAT THE FOLLOWING PROPERTIES LOCATED IN THE DUPONT WAPPOO AREA OF WEST ASHLEY BE REZONED: TMS# 3511500009 FROM BUSINESS PARK (BP) TO COMMERCIAL TRANSITIONAL (CT); TMS# 3500100049, 3511400012, 014, 099, 100, 101 AND 111, 3511500007, 023, 025, 027 AND 042 FROM BUSINESS PARK (BP) TO JOB CENTER (JC); TMS# 3511500041 FROM COMMERCIAL TRANSITIONAL (CT) TO JOB CENTER (JC); TMS# 3500200029 AND 225 FROM DIVERSE RESIDENTIAL (DR-1F) TO CONSERVATION (C); TMS# 3500100084, 3511300012, 3511400026 AND 028 FROM DIVERSE RESIDENTIAL MOBILE HOME (DR-3) TO JOB CENTER (JC); TMS# 3500100006 AND 109, 3511300010, 061 AND 064, 3511400006, 007, 010, 074, 0741, 075 AND 077, 3511600008, 012, 015, 017, 018, 023, 024, 025 AND 130 FROM GENERAL BUSINESS (GB) TO JOB CENTER (JC); TMS# 3511500039 FROM GENERAL OFFICE (GO) TO COMMERCIAL TRANSITIONAL (CT); TMS# 3500100009 AND 091, 3511500002 AND 029 FROM GENERAL OFFICE (GO) TO JOB CENTER (JC); TMS# 3500200137, 138, 168, 169, 170 AND 171, 3511600026 FROM LIMITED BUSINESS (LB) TO JOB CENTER (JC); TMS# 3500200023, 107 AND 118 FROM RESIDENTIAL OFFICE (RO) TO GENERAL OFFICE (GO); TMS# 3500100108 AND 3500500174 FROM RESIDENTIAL OFFICE (RO) TO SINGLE FAMILY RESIDENTIAL (SR-1); TMS# 3500600084 FROM SINGLE & TWO FAMILY RESIDENTIAL (STR) TO CONSERVATION (C); TMS# 3500100092, 3511300063, 3511400005, 008, 009, 011, 022, 024, 068 AND 080 FROM SINGLE FAMILY RESIDENTIAL (SR-1) TO JOB CENTER (JC).

BE IT ORDAINED BY THE MAYOR AND COUNCILMEMBERS OF CHARLESTON, IN CITY COUNCIL ASSEMBLED:

Section 1. That the Zoning Ordinance of the City of Charleston be, and the same hereby is amended, by changing the zone map thereof so as to rezone the property described in Section 2 hereof by changing the zoning designation from Business Park (BP) classification to Commercial Transitional (CT) classification.

Section 2. The property to be rezoned is described as follows:
TMS# 351-15-00-009

Section 3. That the Zoning Ordinance of the City of Charleston be, and the same hereby is amended, by changing the zone map thereof so as to rezone the property described in Section 4 hereof by changing the zoning designation from Business Park (BP) classification to Job Center (JC) classification.

Section 4. The property to be rezoned is described as follows:
TMS# 350-01-00-049, 351-14-00-012, 014, 099, 100, 101 and 111, 351-15-00-007, 023, 025, 027 and 042

Section 5. That the Zoning Ordinance of the City of Charleston be, and the same hereby is amended, by changing the zone map thereof so as to rezone the property described in Section 6 hereof by

changing the zoning designation from Commercial Transitional (CT) classification to Job Center (JC) classification.

Section 6. The property to be rezoned is described as follows:

TMS# 351-15-00-041

Section 7. That the Zoning Ordinance of the City of Charleston be, and the same hereby is amended, by changing the zone map thereof so as to rezone the property described in Section 8 hereof by changing the zoning designation from Diverse Residential (DR-1F) classification to Conservation (C) classification.

Section 8. The property to be rezoned is described as follows:

TMS# 350-02-00-029 and 225

Section 9. That the Zoning Ordinance of the City of Charleston be, and the same hereby is amended, by changing the zone map thereof so as to rezone the property described in Section 10 hereof by changing the zoning designation from Diverse Residential Mobile Home (DR-3) classification to Job Center (JC) classification.

Section 10. The property to be rezoned is described as follows:

TMS# 350-01-00-084, 351-13-00-012, 351-14-00-026 and 028

Section 11. That the Zoning Ordinance of the City of Charleston be, and the same hereby is amended, by changing the zone map thereof so as to rezone the property described in Section 12 hereof by changing the zoning designation from General Business (GB) classification to Job Center (JC) classification.

Section 12. The property to be rezoned is described as follows:

TMS# 350-01-00-006 and 109, 351-13-00-010, 061 and 064, 351-14-00-006, 007, 010, 074, 0741, 075 and 077, 351-16-00-008, 012, 015, 017, 018, 023, 024, 025 and 130

Section 13. That the Zoning Ordinance of the City of Charleston be, and the same hereby is amended, by changing the zone map thereof so as to rezone the property described in Section 14 hereof by changing the zoning designation from General Office (GO) classification to Commercial Transitional (CT) classification.

Section 14. The property to be rezoned is described as follows:

TMS# 351-15-00-039

Section 15. That the Zoning Ordinance of the City of Charleston be, and the same hereby is amended, by changing the zone map thereof so as to rezone the property described in Section 16 hereof by changing the zoning designation from General Office (GO) classification to Job Center (JC) classification.

Section 16. The property to be rezoned is described as follows:

TMS# 350-01-00-009 and 091, 351-15-00-002 and 029

Section 17. That the Zoning Ordinance of the City of Charleston be, and the same hereby is amended, by changing the zone map thereof so as to rezone the property described in Section 18 hereof by changing the zoning designation from Limited Business (LB) classification to Job Center (JC) classification.

Section 18. The property to be rezoned is described as follows:

TMS# 350-02-00-137, 138, 168, 169, 170 and 171, 351-16-00-026

Section 19. That the Zoning Ordinance of the City of Charleston be, and the same hereby is amended, by changing the zone map thereof so as to rezone the property described in Section 20 hereof by changing the zoning designation from Residential Office (RO) classification to General Office (GO) classification.

Section 20. The property to be rezoned is described as follows:

TMS# 350-02-00-023, 107 and 118

Section 21. That the Zoning Ordinance of the City of Charleston be, and the same hereby is amended, by changing the zone map thereof so as to rezone the property described in Section 22 hereof by changing the zoning designation from Residential Office (RO) classification to Single Family Residential (SR-1) classification.

Section 22. The property to be rezoned is described as follows:

TMS# 350-01-00-108 and 350-05-00-174

Section 23. That the Zoning Ordinance of the City of Charleston be, and the same hereby is amended, by changing the zone map thereof so as to rezone the property described in Section 24 hereof by changing the zoning designation from Single & Two Family Residential (STR) classification to Conservation (C) classification.

Section 24. The property to be rezoned is described as follows:

TMS# 350-06-00-084

Section 25. That the Zoning Ordinance of the City of Charleston be, and the same hereby is amended, by changing the zone map thereof so as to rezone the property described in Section 26 hereof by changing the zoning designation from Single Family Residential (SR-1) classification to Job Center (JC) classification.

Section 26. The property to be rezoned is described as follows:

TMS# 350-01-00-092, 351-13-00-063, 351-14-00-005, 008, 009, 011, 022, 024, 068 and 080

Section 27. This ordinance shall become effective upon ratification.

Ratified in City Council this ____ day of _____ in the Year of Our Lord _____, in the _____ Year of Independence of the United States of America.

By:

John J. Tecklenburg
Mayor, City of Charleston

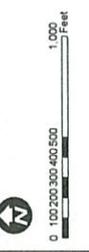
Attest:

Vanessa Turner Maybank
Clerk of Council



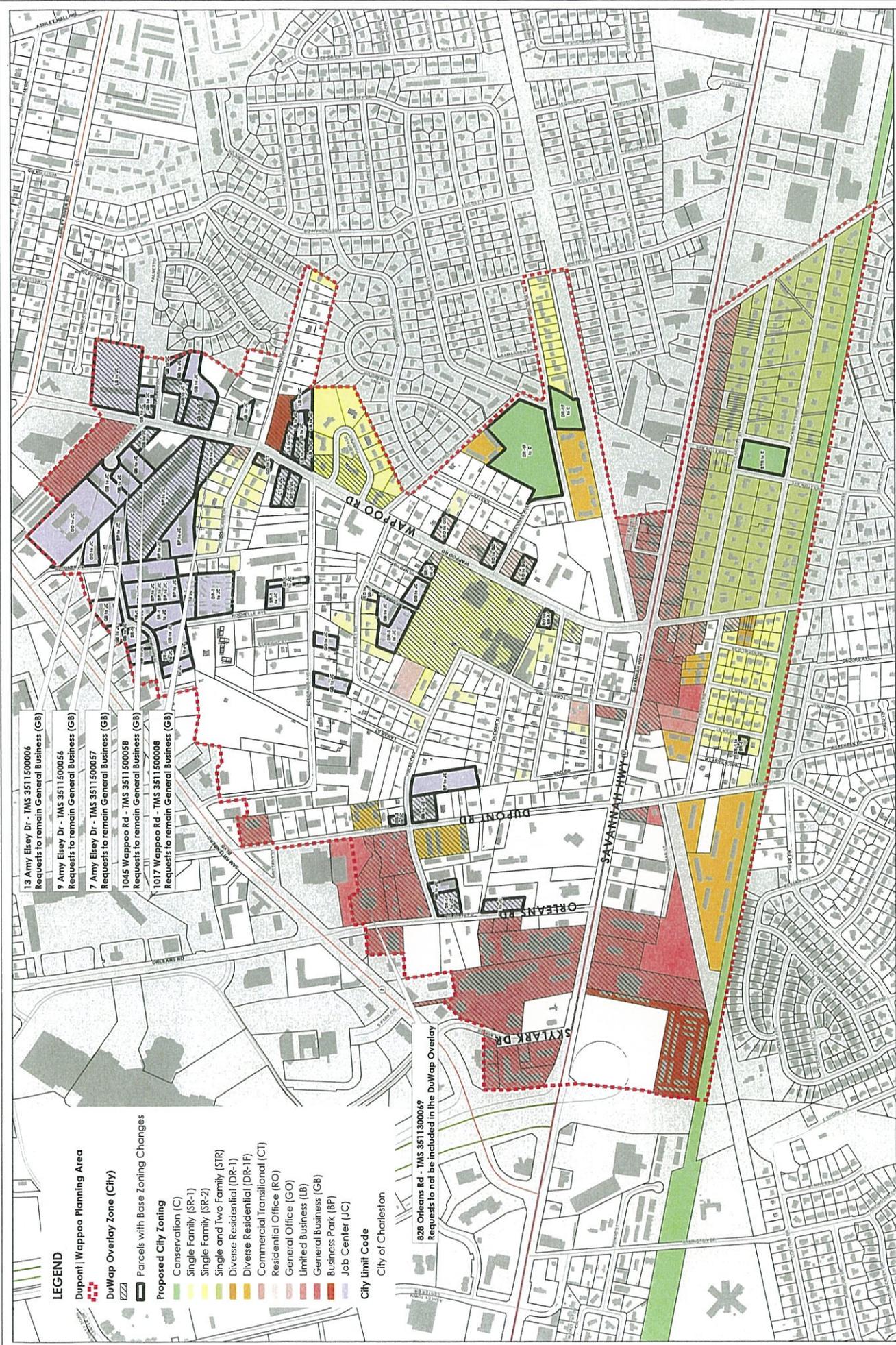
Date: 7/27/2016

The City of Charleston shall assume no liability for any errors, omissions, or inaccuracies in the information provided. Data prepared hereon are for informational purposes only and do not constitute any offer of development, and varying dates of acquisition.



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Dupont | Wappoo Planning Area - Proposed DuWap Overlay & Zoning (Parcel Specific Requests & June 15, 2016 Planning Commission Recommendation)



LEGEND

Dupont | Wappoo Planning Area

DuWap Overlay Zone (City)

Parcels with Base Zoning Changes

Proposed City Zoning

- Conservation (C)
- Single Family (SR-1)
- Single Family (SR-2)
- Single and Two Family (S1R)
- Diverse Residential (DR-1)
- Diverse Residential (DR-1F)
- Commercial Transitional (CT)
- Residential Office (RO)
- General Office (GO)
- Limited Business (LB)
- General Business (GB)
- Business Park (BP)
- Job Center (JC)

City Limit Code
City of Charleston

828 Orleans Rd - TMS 3511300049
Requests to not be included in the DuWap Overlay

- 13 Amy Eley Dr - TMS 3511500006
Requests to remain General Business (GB)
- 9 Amy Eley Dr - TMS 3511500056
Requests to remain General Business (GB)
- 7 Amy Eley Dr - TMS 3511500057
Requests to remain General Business (GB)
- 1045 Wappoo Rd - TMS 3511500058
Requests to remain General Business (GB)
- 1017 Wappoo Rd - TMS 3511500008
Requests to remain General Business (GB)

E11.)



Ratification Number _____

AN ORDINANCE

TO AMEND THE ZONING ORDINANCE OF THE CITY OF CHARLESTON BY CHANGING THE ZONE MAP, WHICH IS A PART THEREOF, SO THAT THE FOLLOWING PROPERTIES LOCATED IN THE DUPONT WAPPOO AREA OF WEST ASHLEY BE REZONED SO AS TO BE INCLUDED IN THE DUWAP OVERLAY ZONE: TMS# 3100800001, 002, 004, 011, 013 AND 021, 3500100078 AND 098, 3500200004, 005, 006, 007, 008, 009, 010, 011, 012, 015, 017, 023, 024, 094, 102, 103, 107, 118, 137, 138, 150, 170, 171 AND 227, 3500500022, 036, 045, 047, 055, 061, 072, 073, 075, 077, 078, 079, 147, 163, 174, 278, 279, 280, 281, 282 AND 283, 3500600060, 061, 062, 063, 064, 065, 066, 067, 068, 069, 070, 071, 072, 073, 074, 075 AND 144, 3511300010, 012, 013, 020, 047, 051, 061, 063, 067, 068, 074, 079, 080, 081, 083 AND 085, 3511500003, 007, 008, 009, 039, 041, 042 AND 058, 3511600015, 017, 025 AND 026.

BE IT ORDAINED BY THE MAYOR AND COUNCILMEMBERS OF CHARLESTON, IN CITY COUNCIL ASSEMBLED:

Section 1. That the Zoning Ordinance of the City of Charleston be, and the same hereby is amended, by changing the zone map thereof so as to rezone the property described as follows:

That the Zoning Ordinance of the City of Charleston be, and the same hereby is amended, by changing the zone map thereof so as to rezone the property described in Section 2 hereof by changing the zoning designation to be included in the DuWap Overlay Zone classification.

Section 2. The property to be rezoned is described as follows:

TMS# 3100800001, 002, 004, 011, 013 and 021, 3500100078 and 098, 3500200004, 005, 006, 007, 008, 009, 010, 011, 012, 015, 017, 023, 024, 094, 102, 103, 107, 118, 137, 138, 150, 170, 171 and 227, 3500500022, 036, 045, 047, 055, 061, 072, 073, 075, 077, 078, 079, 147, 163, 174, 278, 279, 280, 281, 282 and 283, 3500600060, 061, 062, 063, 064, 065, 066, 067, 068, 069, 070, 071, 072, 073, 074, 075 and 144, 3511300010, 012, 013, 020, 047, 051, 061, 063, 067, 068, 074, 079, 080, 081, 083 and 085, 3511500003, 007, 008, 009, 039, 041, 042 and 058, 3511600015, 017, 025 and 026.

Section 3. This ordinance shall become effective upon ratification.

Ratified in City Council this ____ day of
_____ in the Year of Our Lord
_____, in the _____ Year of Independence
of the United States of America.

By:

John J. Tecklenburg
Mayor, City of Charleston

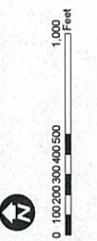
Attest:

Vanessa Turner Maybank
Clerk of Council



Date: 7/27/2016

The City of Charleston shall assume no liability for any errors, omissions, or inaccuracies in the information provided. Data represented herein reflect varying stages of development, and varying dates of acquisition.



Dupont | Wappoo Planning Area - Proposed DuWap Overlay & Zoning (Parcel Specific Requests & June 15, 2016 Planning Commission Recommendation)

LEGEND

Dupont | Wappoo Planning Area

DuWap Overlay Zone (City)

Parcels with Base Zoning Changes

Proposed City Zoning

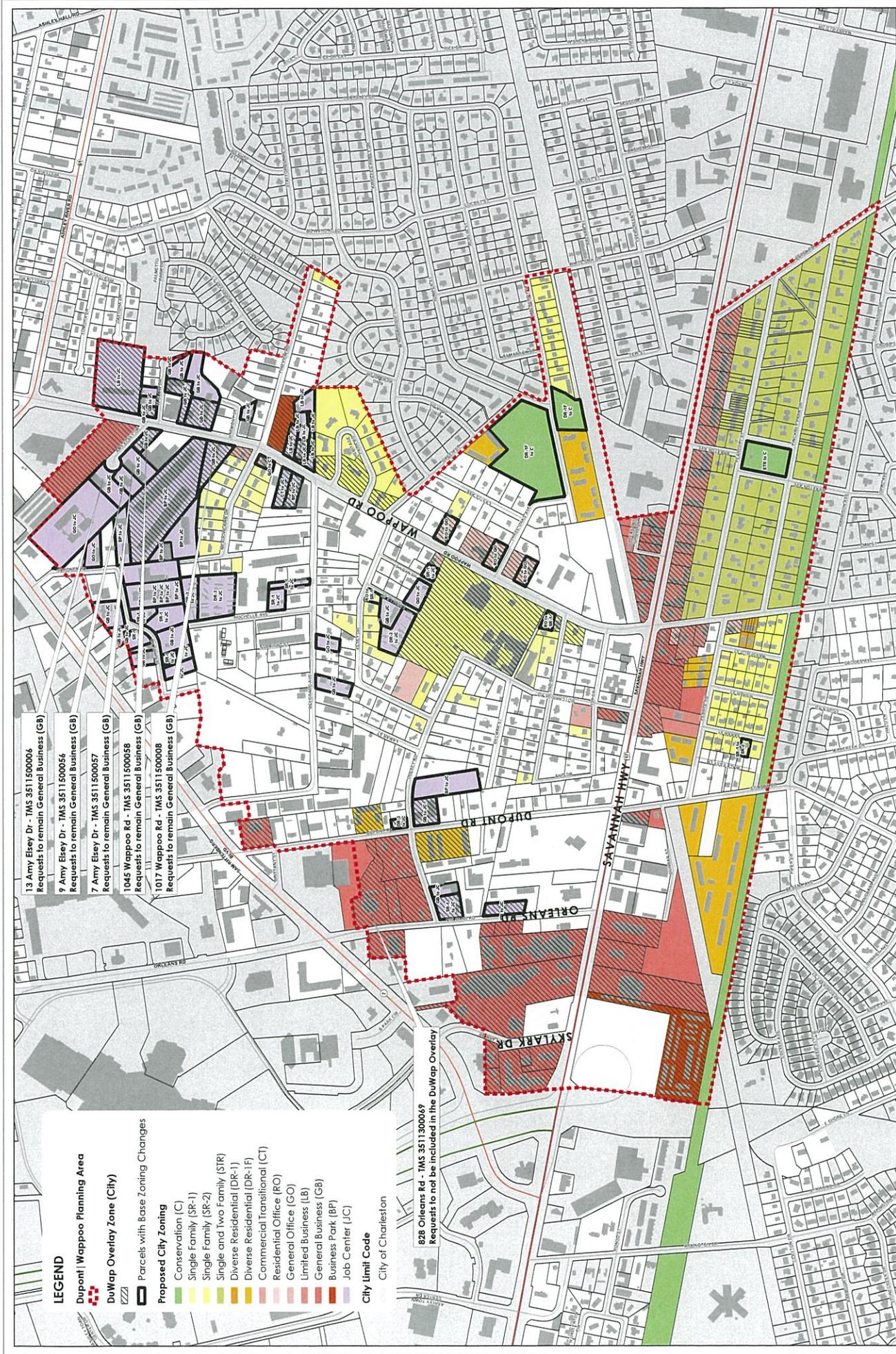
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- Single Family (SR-1)
- Single Family (SR-2)
- Single and Two Family (STR)
- Diverse Residential (DR-1)
- Diverse Residential (DR-1F)
- Commercial Transitional (CT)
- Residential Office (RO)
- General Office (GO)
- Limited Business (LB)
- General Business (GB)
- Business Park (BP)
- Job Center (JC)

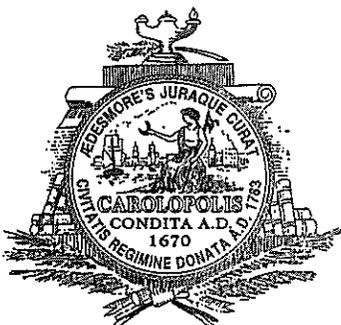
City Limit Code

City of Charleston

828 Orleans Rd - TMS 3511300049
Requests to not be included in the DuWap Overlay

- 13 Amy Eisey Dr - TMS 3511500006
Requests to remain General Business (GB)
- 9 Amy Eisey Dr - TMS 35115000056
Requests to remain General Business (GB)
- 7 Amy Eisey Dr - TMS 35115000057
Requests to remain General Business (GB)
- 1045 Wappoo Rd - TMS 35115000058
Requests to remain General Business (GB)
- 1017 Wappoo Rd - TMS 35115000008
Requests to remain General Business (GB)





Ratification
Number _____

AN ORDINANCE

TO AMEND SECTION 54- 943(c) OF THE CODE OF THE CITY OF CHARLESTON (ZONING ORDINANCE) TO MODIFY THE VOTE REQUIRED OF CITY COUNCIL IN THE EVENT A MATTER IS DISAPPROVED BY THE PLANNING COMMISSION OR WHEN A PETITION IN OPPOSITION TO A MATTER SIGNED BY OWNERS OF TWENTY PERCENT OF THE AREA OF LOTS SUBJECT TO THE MATTER, OR OF THOSE IMMEDIATELY ADJACENT ON THE SIDES AND REAR OR DIRECTLY OPPOSITE THERETO IS PRESENTED TO COUNCIL TO SIXTY (60%) PERCENT OF THE MEMBERS OF COUNCIL PRESENT AND VOTING.

BE IT ORDAINED BY THE MAYOR AND COUNCILMEMBERS OF CHARLESTON, IN CITY COUNCIL ASSEMBLED:

Section 1. Section 54- 943(c) of the Code of the City of Charleston (Zoning Ordinance) is hereby amended by changing the number of votes required of City Council in the event an amendment, supplement or change is disapproved by the Planning Commission or when a petition in opposition to a matter signed by owners of twenty percent of the area of lots affected by a matter, or of those immediately adjacent in the rear or sides thereof, or of those directly opposite thereto to sixty (60%) of the members of council present and voting, so that hereafter, Sec. 54-943 (c) of the Zoning Ordinance shall read as follows (changes in strike through and **bold**):

c. In case the proposed amendment, supplement, or change be disapproved by the Planning Commission, or a protest be presented duly signed and acknowledged by the owners of twenty percent or more either of the areas of the lots included in such change, or of those immediately adjacent in the rear and on the side or sides thereof or of those directly opposite thereto, such amendment, supplement or change shall not become effective except by a favorable vote of ~~three-fourths (3/4) of all members of the City Council~~ **sixty (60%) of the members of City Council present and voting.**

Section 2. This Ordinance shall become effective upon ratification.

Ratified in City Council this ____ day of
_____ in the Year of Our Lord, 2016,
and in the ____th Year of the Independence of
the United States of America

John J. Tecklenburg, Mayor

ATTEST:

Clerk of Council

I1.)



John J. Tecklenburg
Mayor

Robert Somerville
Interim Director

City of Charleston
South Carolina
Department of Traffic & Transportation

MEMORANDUM

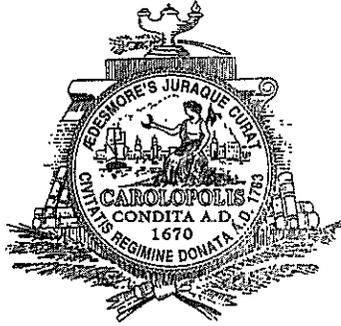
TO: Mayor John J. Tecklenburg
FROM: Robert Somerville, Interim Director
Department of Traffic and Transportation
SUBJECT: Code Enforcement Officers
DATE: August 5, 2016

Please be advised that I am kindly requesting that you authorize the following City of Charleston employees be added to the Code Enforcement Officers' List to review parking citations.

Brian Sheehan	Code Enforcement Officer for T&T	843-724-3745
Belén Vitello	Code Enforcement Officer for T&T	843-724-7371

jc

121



Ratification
Number _____

AN ORDINANCE

TO AMEND CHAPTER 54 OF THE CODE OF THE CITY OF CHARLESTON (ZONING ORDINANCE) BY AMENDING SECTION 54-220 ACCOMMODATIONS OVERLAY ZONE, BY INSERTING LANGUAGE TO PRESERVE MIXED-USE DISTRICTS; PROHIBIT THE DISPLACEMENT OF HOUSING BY ACCOMMODATIONS AND CONSIDER THE EFFECTS OF HOUSING UNITS TO BE ALTERED OR REPLACED ON THE HOUSING STOCK AND WHETHER REQUIREMENTS TO PROTECT THE AFFORDABILITY OF THE HOUSING UNITS SHOULD BE ATTACHED TO AN ACCOMMODATIONS SPECIAL EXCEPTION APPROVAL; PROHIBIT THE DISPLACEMENT OR REDUCTION OF OFFICE SPACE BY ACCOMMODATIONS TO BE LOCATED WITHIN AREAS ON THE PENINSULA DESIGNATED "A-1" ON THE ACCOMMODATIONS OVERLAY ZONING MAP AND ON STREETS WITH OFFICE USE AS A PREDOMINANT USE; PROHIBIT THE DISPLACEMENT OF MORE THAN 25 PERCENT OF GROUND FLOOR, STORE FRONT RETAIL SPACE BY ACCOMMODATIONS USES ON STREETS WITH GROUND FLOOR, STORE FRONT RETAIL AS A DOMINANT USE; PROHIBIT AN OVERCONCENTRATION OF ACCOMMODATIONS UNITS WITHIN AREAS ON THE PENINSULA DESIGNATED "A-1" ON THE ACCOMMODATIONS OVERLAY ZONING MAP; AMEND REVISED SUBSECTION B. 1. (G) BY DELETING WORDING REGARDING PEDESTRIAN ACTIVITY AND TRANSIT SYSTEM USAGE AND INSERTING LANGUAGE REGARDING THE LOCATION AND DESIGN OF GUEST DROP OFF AND PICK UP AREAS; AND AMEND REVISED SUBSECTION B. 1. (H) 15 TO REQUIRE ADDITIONAL INFORMATION ON PARKING AND PUBLIC TRANSIT PROVISIONS FOR EMPLOYEES. (AS AMENDED)

BE IT ORDAINED BY THE MAYOR AND COUNCILMEMBERS OF CHARLESTON, IN CITY COUNCIL ASSEMBLED:

Section 1. That Section 54-220 of Chapter 54 of the Code of the City of Charleston (Zoning Ordinance) is hereby amended by deleting text shown below with a ~~strike through~~ and adding text shown below with a double-underline:

"Sec. 54-220. - Accommodations overlay zone.

- a. Intent. The A Overlay Zone is intended to identify those areas within the City limits where accommodation uses are allowed. Accommodation uses are prohibited except within the A Overlay Zone, with the exception of bed and breakfasts that are approved in accordance with the provisions of Section 54-208 or 54-208.1, and short term rentals that are approved in accordance with the provisions of Section 54-227. The City places a high value on the preservation of the character of its residential neighborhoods and its mixed-use districts. Potential negative impacts affecting residential neighborhoods shall be avoided or minimized to the greatest extent possible.
- b. Permitted uses. In any Accommodation overlay zoning district, land may be used and buildings or structures may be erected, altered or used for any purpose allowed by the underlying zoning district as listed in Article 2: Part 3, and the following uses subject to the approval of the Board of Zoning Appeals:
1. Accommodation uses. The Board of Zoning Appeals may permit accommodation uses as an exception where it finds that:
 - (a) the facility will not displace—elimination—of housing units by the proposed facility from the property and, if existing housing are to be altered or replaced on the property, will not adversely affect the existing housing stock;
 - (b) the facility, if located on the peninsula within areas designated “A-1” on the Accommodations Overlay zoning map on a commercial street where the

predominate use on the commercial street within 500 feet of the facility is offices,

will not reduce or displace office space;

(c) the facility will not displace more than 25% of the linear frontage of existing

ground floor storefront retail space on streets with retail store fronts as a

dominant use;

(d) the location of the facility will not significantly increase automobile traffic on streets within residential neighborhoods;

(e) the total square footage of interior and exterior floor area for restaurant and bar space in the proposed facility, including restaurant/bar patron use areas, bar areas, kitchen, storage, and bathroom facilities, shall not exceed 12 percent of the total interior, conditioned floor area in the facility, except that each facility shall be permitted to exempt from the calculation of total restaurant floor area one interior, ground floor restaurant tenant space if the total tenant space does not exceed 2,000 square feet, the restaurant tenant does not serve alcoholic beverages, and the exempt restaurant tenant space is clearly labeled with these restrictions on the floor plans submitted with the application for this zoning special exception;

(f) the proposed use is otherwise in character with the immediate neighborhood and, if located within the area designated "A-1" on the Accommodations Overlay zoning map, will not be located on a property that adjoins another property with

an existing accommodations use or a vested approval for an accommodations use
and will not share any facilities with any other accommodations use;

(g) the location and design of the proposed facility guest drop off and pick up area(s)
~~will facilitate pedestrian activity and encourage transit system usage within the~~
peninsula is safe and appropriate; and

(h) in making these findings, the Board of Zoning Appeals shall consider the
following information to be provided by the applicant in site plans, floor plans,
building elevations, and a detailed written assessment report to be submitted with
the application:

(1) the number of existing housing units on the property, including units on the
property that were occupied as housing units within the last 5 years, to be
~~displaced by~~ the type of unit (rental or owner-occupied; single-family, duplex
or multi-family; occupied or unoccupied), by income range, the rental price
for rental units and market price for owner occupied units relative to the
median area income figures that are determined annually by the U.S.
Department of Housing and Community Development and adjusted by the
City of Charleston Department of Housing and Community Development, or
its successor, the and by physical condition of the units (sound, deficient,
deteriorated or dilapidated), and whether units are to be displaced, physically
altered or replaced on the property;

- (2) the effect of the displacement physical alteration or replacement on the total available housing stock and on the housing stock of a particular type and income range in the service area and whether a condition should be attached to a special exception approval for the accommodations use requiring a minimum percentage of the housing units on the property to remain affordable based on the annually updated median area income values;
- (3) the presence of office space on the property or the presence of spaces on the property that were occupied as office spaces within the last 5 years;
- (4) the linear frontage of existing groundfloor storefront retail space on the property on streets with groundfloor retail storefront spaces as a dominant use;
- (5) the location and design of guest drop off and pick up areas for the facility,
- (6) the number of vehicle trips generated by the facility and the traffic circulation pattern serving the facility and efforts made to minimize traffic impacts;
- (7) the distance of the main entrance and parking entrance of the facility from a road classified as an arterial or collector road;
- (8) the development pattern and predominant land uses within five hundred feet (500') of the facility and, for a facility to be located on a property within the area designated "A-1" on the Accommodations Overlay zoning map, the

presence of existing or vested accommodations uses on an adjoining property;

- (9) the proximity of residential neighborhoods to the facility;
- (10) the accessory uses proposed for the facility in terms of the size, impact on parking, and impact on traffic generation;
- (11) the demonstrated provision of off-street parking at the rate of two spaces that meet the design requirements of Sec. 54-318 for each three sleeping units;
- (12) the presence of industrial uses and uses which use, store, or produce toxic or hazardous materials in quantities in excess of those specified by the EPA listing of toxic and hazardous materials, within five hundred feet (500') of the facility;
- (13) the commitment to environmental sustainability and recycling;
- (14) the distance of the facility from major tourist attractions;
- (15) the distance of the facility from existing or planned transit facilities;
- (16) the long term provision of on- or off-site parking for employees who drive vehicles to work, including an estimate of the number of employees that will drive to work during the maximum shift and the location of parking spaces to be provided; and the demonstrated provision of free transit passes or other incentives to encourage employee use of public transportation;

(17) the location of the proposed facility will contribute to the creation of a diverse mixed-use community;

(18) the number of rooms in the facility; provided however that the number of rooms in a facility shall not exceed 50 in areas designated "A-1" on the zoning map; 180 in areas designated "A-2" on the zoning map; 225 in areas designated "A-3" on the zoning map; 100 in areas designated "A-4" on the zoning map; 150 in areas designated "A-5" on the zoning map; and 69 in areas designated "A-6" on the zoning map; ~~and further provided that within the portion of the area designated "A-1" bounded by King Street on the west, Meeting Street on the east, Mary Street on the south and Line Street on the north, the number of rooms in a facility may exceed 50 if the facility is a full-service hotel that provides 20,000 or more square feet of meeting and conference space, and an on-site restaurant that serves breakfast, lunch and dinner seven days a week;~~

(19) the provision of shuttle bus services to and from the historic district by facilities with more than 50 rooms located outside the area designated "A-1" through "A-6" on the zoning map ~~and not served by public transit;~~

(20) the commitment to make affirmative, good faith efforts to see that construction and procurement opportunities are available to DBEs (disadvantaged business enterprise) and WBEs (women business enterprise)

as outlined in Section 2-267 (D)(1), (2), and (3) of the Code of the City of Charleston;

(21) the commitment to make affirmative, good faith efforts to hire personnel, representative of the population of the Charleston community, at all employment levels. “

Section 2. This Ordinance shall become effective upon ratification.

Ratified in City Council this _____ day of _____ in the Year of Our Lord, 2016, and in the _____ Year of the Independence of the United States of America

John J. Tecklenburg, Mayor

ATTEST:

Clerk of Council

JLay

STATE OF SOUTH CAROLINA)
COUNTY OF ~~CHARLESTON~~ BERKELEY) TITLE TO REAL ESTATE
CITY OF CHARLESTON)

KNOW ALL MEN BY THESE PRESENTS, that The Daniel Island Company, Inc. ("Grantor") in the state aforesaid, for and in consideration of the sum of ONE AND 00/100 DOLLAR (\$1.00), being the true consideration to it in hand paid at and before the sealing of these presents by the CITY OF CHARLESTON, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the said CITY OF CHARLESTON ("Grantee"), its successors and assigns, forever, the following described property which is granted, bargained, sold and released for the use of the public forever:

All the of the property underneath, above, and containing those certain streets, roads, drives, and cul-de-sacs situate, lying and being in the City of Charleston, County of ~~Charleston~~ Berkeley, State of South Carolina, ~~to wit~~ shown as Fairchild Street as shown and designated on a plat entitled

Final Subdivision Plat of A Portion of Parcel Q-5 (14.00 Ac.) (TMS #275-00-00-155) To Create Parcel Q-5-1 (4.00 Ac.), Parcel Q-5-2 (8.97 Ac.) and A New Portion of Fairchild Street (1.03 Ac.), City of Charleston, Berkeley County, South Carolina prepared for and owned by Daniel Island Company, Inc.

prepared by Thomas & Hutton, dated April 14, 2016, revised _____, and recorded in Plat Book _____ at Page _____ in the RMC Office for Berkeley County. Said property butting and bounding, measuring and containing, and having such courses and distances as are shown on said plat. Reference being had to the aforesaid plat for a full and complete description, being all of the said dimensions, a little more or a little less.

Corrective

This being a portion of the property conveyed to Grantor herein by deed of the Daniel Island Investments L.L.C. dated March 22, 2001 and recorded March 28, 2001 in Book 2198 at Page 49 in the RMC Office for Berkeley County, South Carolina.

Grantee's Mailing Address: City of Charleston
Department of Public Service
Engineering Division
2 George Street
Suite 2100
Charleston, South Carolina 29401

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said premises before mentioned unto the CITY OF CHARLESTON, its successors and assigns forever.

AND we do hereby bind ourselves and our heirs, executors and administrators, to warrant and forever defend, all and singular, the said premises unto the said City of Charleston, heirs and assigns, against us and our heirs, and all persons whomsoever lawfully claiming, or to claim the same or any part thereof.

WITNESS our Hand(s) and Seal(s) this 9 day of June 2016.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Grantor : The Daniel Island Comany, Inc.

Maggie Hackett
Witness Number One

By: [Signature]

Maggie Hackett
Printed Name

Matthew R. Sloan, its President
Printed Name

[Signature]
Witness Number Two

Maggie R. Dusbiber
Printed Name

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

PERSONALLY APPEARED before me the undersigned witness and made oath that (s)he saw the within named The Daniel Island Company, Inc., by its duly authorized officer Matthew R. Sloan, sign, seal and as its act and deed, deliver the within written Deed, and that (s)he with the other witness witnessed the execution thereof.

[Signature]

SWORN to before me this 9 day of June, 2016

Jamie Malloy
NOTARY PUBLIC FOR SOUTH CAROLINA

MY COMMISSION EXPIRES: 9/17/2017

STATE OF SOUTH CAROLINA)

COUNTY OF BERKELEY) AFFIDAVIT FOR TAXABLE OR EXEMPT TRANSFERS

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this affidavit and I understand such information.
2. The property was transferred by The Daniel Island Company, Inc.
to City of Charleston on _____, 2016.
3. Check one of the following: The deed is
 - (A) _____ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - (B) _____ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as distribution to a trust beneficiary.
 - (C) exempt from the deed recording fee because (See Information section of affidavit): Transfer to government entity (explanation required)
(If exempt, please skip items 4-7, and go to item 8 of this affidavit.)

If exempt under exemption #14 as described in the Information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty?

Check Yes _____ or No _____

4. Check one of the following if either item 3(a) or item 3(b) above has been checked. (See Information section of this affidavit):
 - (A) _____ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of _____
 - (B) _____ The fee is computed on the fair market value of the realty which is _____
 - (C) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is _____
5. Check YES ___ or NO ___ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "YES," the amount of the outstanding balance of this lien or encumbrance is _____.
6. The deed recording fee is computed as follows:
 - (A) Place the amount listed in item 4 above here: _____
 - (B) Place the amount listed in item 5 above here: _____
(If no amount is listed, place zero here.)
 - (C) Subtract Line 6(b) from Line 6(a) and place the result here: _____

7. The deed recording fee is based on the amount listed on Line 6(c) above and the deed recording fee due is Exempt.
8. As required by Code Section '12-24-70, I state that I am a responsible person who was connected with the transaction as Grantor.
9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.



Responsible Person Connected with the Transaction

Matthew R. Sloan

Print or Type Name Here

Sworn this 9 day of June 2016
Jamie Malloy
Notary Public for South Carolina
My Commission Expires: 9/17, ~~20~~ 2017



VICINITY MAP
 The location of the project is shown in relation to the major roads in the area. The project is located on the east side of I-95, north of US-17, and west of the I-95/US-17 interchange.

PLANNING USE ONLY
 This map is for planning purposes only and does not constitute a final plat or any other legal instrument. It is subject to change without notice.

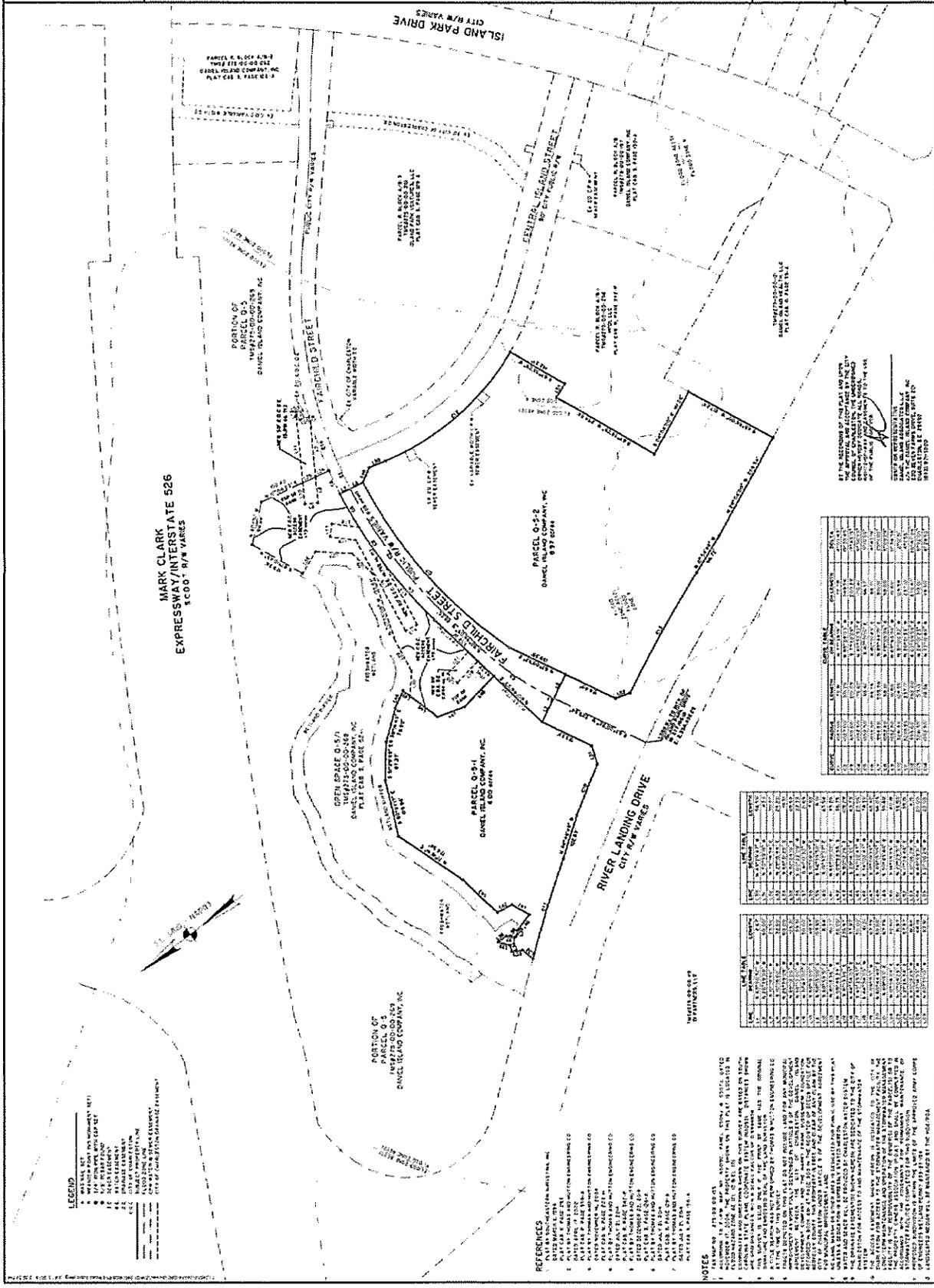
20160715-00
 PRESENTED & RECORDED
 BY: DANIEL THOMAS & HUTTON
 407 JEFFERSON DRIVE, SUITE 100
 FORT WORTH, TEXAS 76102
 P 817.339.8200 F 817.339.8203

FINAL SUBDIVISION PLAT OF A PORTION OF PARCEL Q-5 (14.00 AC.) TO CREATE PARCEL Q-5-1 (4.00 AC.), PARCEL Q-5-2 (8.97 AC.) AND A NEW PORTION OF FAIRCHILD STREET (1.03 AC.)

DANIEL THOMAS & HUTTON
 ENGINEERS & ARCHITECTS
 407 JEFFERSON DRIVE, SUITE 100
 FORT WORTH, TEXAS 76102
 P 817.339.8200 F 817.339.8203



SHEET 1 OF 1



LEGEND

- 1. BOUNDARY LINE (DASHED)
- 2. EASEMENT (DOTTED)
- 3. RIGHT-OF-WAY (DASHED)
- 4. EXISTING ROAD (DASHED)
- 5. PROPOSED ROAD (DASHED)
- 6. EXISTING UTILITY (DOTTED)
- 7. PROPOSED UTILITY (DOTTED)
- 8. EXISTING CURB (DASHED)
- 9. PROPOSED CURB (DASHED)
- 10. EXISTING SIDEWALK (DOTTED)
- 11. PROPOSED SIDEWALK (DOTTED)
- 12. EXISTING DRIVEWAY (DOTTED)
- 13. PROPOSED DRIVEWAY (DOTTED)
- 14. EXISTING FENCE (DOTTED)
- 15. PROPOSED FENCE (DOTTED)
- 16. EXISTING LOT (DOTTED)
- 17. PROPOSED LOT (DOTTED)
- 18. EXISTING ROAD (DASHED)
- 19. PROPOSED ROAD (DASHED)
- 20. EXISTING UTILITY (DOTTED)
- 21. PROPOSED UTILITY (DOTTED)
- 22. EXISTING CURB (DASHED)
- 23. PROPOSED CURB (DASHED)
- 24. EXISTING SIDEWALK (DOTTED)
- 25. PROPOSED SIDEWALK (DOTTED)
- 26. EXISTING DRIVEWAY (DOTTED)
- 27. PROPOSED DRIVEWAY (DOTTED)
- 28. EXISTING FENCE (DOTTED)
- 29. PROPOSED FENCE (DOTTED)
- 30. EXISTING LOT (DOTTED)
- 31. PROPOSED LOT (DOTTED)

NOTES

1. THIS MAP IS FOR THE CITY OF DALLAS.
2. THE CITY OF DALLAS HAS REVIEWED THIS MAP AND HAS DETERMINED THAT IT IS IN ACCORDANCE WITH THE CITY OF DALLAS SUBDIVISION MAP ACT AND THE CITY OF DALLAS SUBDIVISION MAP REGULATIONS.
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Exclusive 30-Foot Wide Permanent Stormwater Drainage Easements shall be commercial in nature and shall run with the land.

The City has no obligation to repair, replace or to compensate the Owners for trees, plants, grass, shrubs or other elements damaged or destroyed within the confines of these Exclusive 30-Foot Wide Permanent Stormwater Drainage Easements during the conduct of its allowable activities as described above.

TO HAVE AND TO HOLD, all and singular, the said before mentioned unto the said CITY OF CHARLESTON, its successors and assigns, against us and our heirs and assigns, and all persons whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, the parties have set the Hands and Seals the day and year above written.

WITNESSES:

CITY OF CHARLESTON

Witness #1

By: Laura Cabiness

Its: Public Service Director

Date: _____

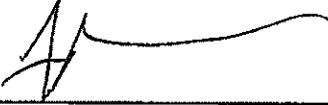
Witness #2

WITNESSES

OWNER The Daniel Island Company, Inc.

Mary Hackett

Witness #1

By: 

Name: Matthew R. Sloan, Its President

Name: Matthew R. Sloan, Its President

Date: June 9, 2016

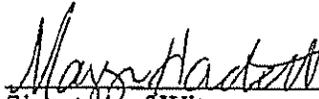
Gregory R. [Signature]

Witness #2

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

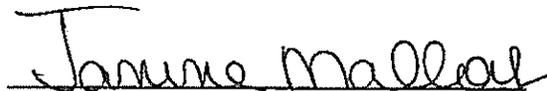
PROBATE

PERSONALLY appeared before me the above named witness, who, on oath, says that (s)he saw the within named Matthew R. Sloan, as President sign, on behalf of The Daniel Island Company, Inc., the within Exclusive Permanent Stormwater Drainage Easements, and seal said Exclusive Permanent Stormwater Drainage Easements, and as its act and deed, deliver the same, and that (s)he with the other witness named, witnessed the execution thereof.



Signature of Witness

SWORN to before me this
9 day of June, 2016.



Notary Public for South Carolina
My Commission Expires: 9/17/2017

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

PROBATE

PERSONALLY appeared before me the above named witness, who, on oath, says that (s)he saw the within named _____ sign, on behalf of the City of Charleston the within Exclusive Permanent Stormwater Drainage Easements, and seal said Exclusive Permanent Stormwater Drainage Easements, and as its act and deed, deliver the same, and that (s)he with the other witness named, witnessed the execution thereof.

Signature of Witness

SWORN to before me this
_____ day of _____, 20__.

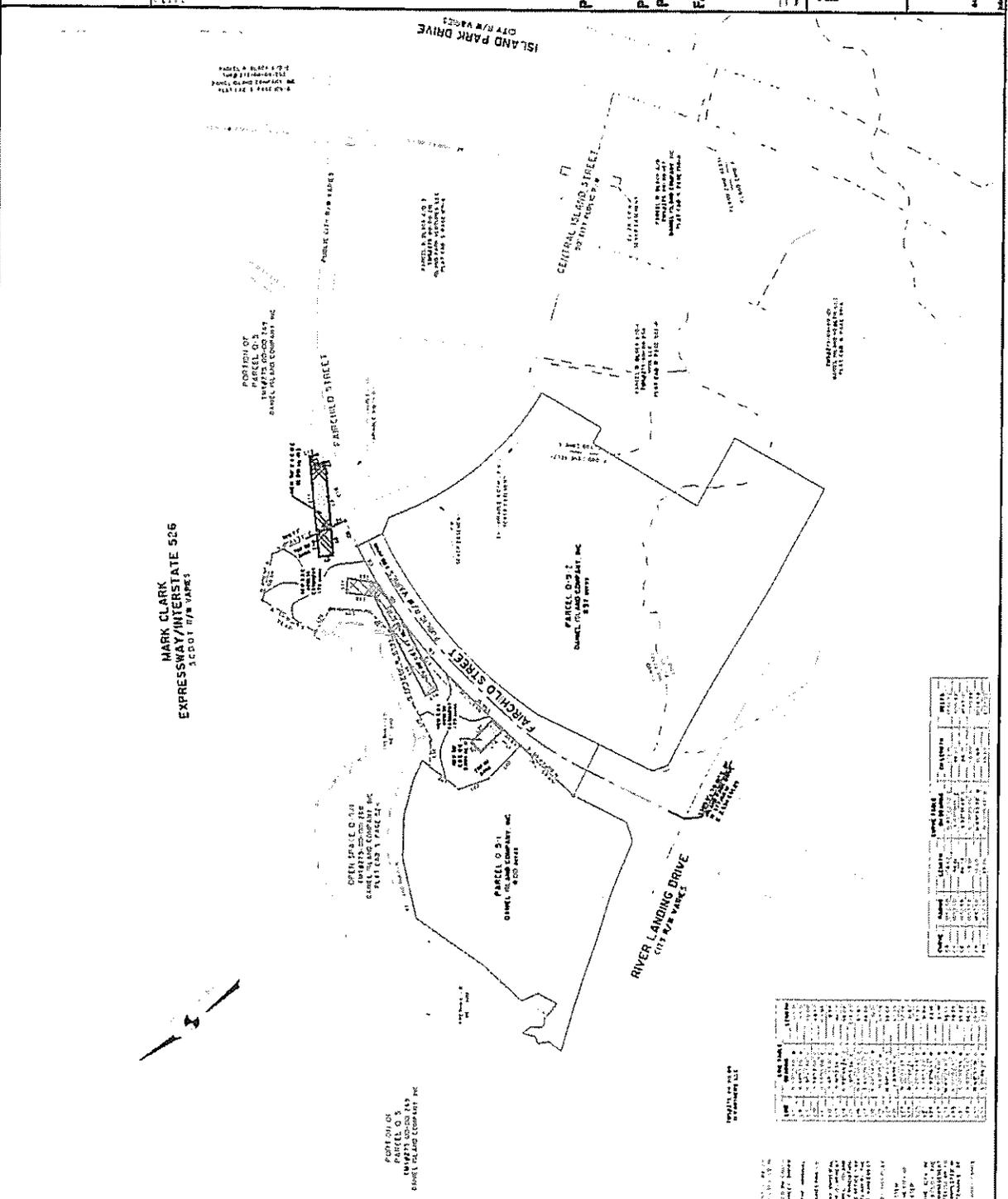
Notary Public for South Carolina
My Commission Expires: _____



VICINITY MAP
 This map shows the location of the project site in relation to the surrounding area. The project site is located at the intersection of Mark Clark Expressway/Interstate 526 and Scott 7th Street. Other nearby roads include Island Park Drive, River Landing Drive, Fairchild Street, and Central Island Street.

**EXHIBIT "A" SHOWING
 A PORTION OF
 PARCEL Q-5 (14.00 AC.)
 (TMS#275-00-00-155)
 TO CREATE
 PARCEL Q-5-1 (4.00 AC.)
 PARCEL Q-5-2 (8.97 AC.)
 AND A NEW PORTION OF
 FAIRCHILD STREET (1.03 AC.)**

DTI ENGINEERING
 445 JENNIFER DRIVE, SUITE 100
 FORT WORTH, TEXAS 76102
 (817) 335-1232
 D.E. HUTTON
 1000 W. WILSON AVENUE
 FORT WORTH, TEXAS 76102



**MARK CLARK EXPRESSWAY/INTERSTATE 526
 SCOTT 7TH STREET**

ISLAND PARK DRIVE
FAIRCHILD STREET
CENTRAL ISLAND STREET
RIVER LANDING DRIVE

PARCEL Q-5-1
PARCEL Q-5-2

LEGEND

- 1. PROPERTY LINE
- 2. EXISTING LOT LINES
- 3. EXISTING EASEMENTS
- 4. EXISTING UTILITY LINES
- 5. EXISTING PUBLIC UTILITY R/W RANGES
- 6. EXISTING PUBLIC UTILITY R/W RANGES
- 7. EXISTING PUBLIC UTILITY R/W RANGES
- 8. EXISTING PUBLIC UTILITY R/W RANGES
- 9. EXISTING PUBLIC UTILITY R/W RANGES
- 10. EXISTING PUBLIC UTILITY R/W RANGES

PROPERTY DATA

NO.	DESCRIPTION	AREA (AC.)
1	PARCEL Q-5-1	4.00
2	PARCEL Q-5-2	8.97
3	NEW PORTION OF FAIRCHILD STREET	1.03
4	OPEN SPACE Q-5A	1.00
5	OPEN SPACE Q-5B	1.00
6	OPEN SPACE Q-5C	1.00
7	OPEN SPACE Q-5D	1.00
8	OPEN SPACE Q-5E	1.00
9	OPEN SPACE Q-5F	1.00
10	OPEN SPACE Q-5G	1.00
11	OPEN SPACE Q-5H	1.00
12	OPEN SPACE Q-5I	1.00
13	OPEN SPACE Q-5J	1.00
14	OPEN SPACE Q-5K	1.00
15	OPEN SPACE Q-5L	1.00
16	OPEN SPACE Q-5M	1.00
17	OPEN SPACE Q-5N	1.00
18	OPEN SPACE Q-5O	1.00
19	OPEN SPACE Q-5P	1.00
20	OPEN SPACE Q-5Q	1.00
21	OPEN SPACE Q-5R	1.00
22	OPEN SPACE Q-5S	1.00
23	OPEN SPACE Q-5T	1.00
24	OPEN SPACE Q-5U	1.00
25	OPEN SPACE Q-5V	1.00
26	OPEN SPACE Q-5W	1.00
27	OPEN SPACE Q-5X	1.00
28	OPEN SPACE Q-5Y	1.00
29	OPEN SPACE Q-5Z	1.00
30	OPEN SPACE Q-5AA	1.00
31	OPEN SPACE Q-5AB	1.00
32	OPEN SPACE Q-5AC	1.00
33	OPEN SPACE Q-5AD	1.00
34	OPEN SPACE Q-5AE	1.00
35	OPEN SPACE Q-5AF	1.00
36	OPEN SPACE Q-5AG	1.00
37	OPEN SPACE Q-5AH	1.00
38	OPEN SPACE Q-5AI	1.00
39	OPEN SPACE Q-5AJ	1.00
40	OPEN SPACE Q-5AK	1.00
41	OPEN SPACE Q-5AL	1.00
42	OPEN SPACE Q-5AM	1.00
43	OPEN SPACE Q-5AN	1.00
44	OPEN SPACE Q-5AO	1.00
45	OPEN SPACE Q-5AP	1.00
46	OPEN SPACE Q-5AQ	1.00
47	OPEN SPACE Q-5AR	1.00
48	OPEN SPACE Q-5AS	1.00
49	OPEN SPACE Q-5AT	1.00
50	OPEN SPACE Q-5AU	1.00
51	OPEN SPACE Q-5AV	1.00
52	OPEN SPACE Q-5AW	1.00
53	OPEN SPACE Q-5AX	1.00
54	OPEN SPACE Q-5AY	1.00
55	OPEN SPACE Q-5AZ	1.00
56	OPEN SPACE Q-5BA	1.00
57	OPEN SPACE Q-5BB	1.00
58	OPEN SPACE Q-5BC	1.00
59	OPEN SPACE Q-5BD	1.00
60	OPEN SPACE Q-5BE	1.00
61	OPEN SPACE Q-5BF	1.00
62	OPEN SPACE Q-5BG	1.00
63	OPEN SPACE Q-5BH	1.00
64	OPEN SPACE Q-5BI	1.00
65	OPEN SPACE Q-5BJ	1.00
66	OPEN SPACE Q-5BK	1.00
67	OPEN SPACE Q-5BL	1.00
68	OPEN SPACE Q-5BM	1.00
69	OPEN SPACE Q-5BN	1.00
70	OPEN SPACE Q-5BO	1.00
71	OPEN SPACE Q-5BP	1.00
72	OPEN SPACE Q-5BQ	1.00
73	OPEN SPACE Q-5BR	1.00
74	OPEN SPACE Q-5BS	1.00
75	OPEN SPACE Q-5BT	1.00
76	OPEN SPACE Q-5BU	1.00
77	OPEN SPACE Q-5BV	1.00
78	OPEN SPACE Q-5BW	1.00
79	OPEN SPACE Q-5BX	1.00
80	OPEN SPACE Q-5BY	1.00
81	OPEN SPACE Q-5BZ	1.00
82	OPEN SPACE Q-5CA	1.00
83	OPEN SPACE Q-5CB	1.00
84	OPEN SPACE Q-5CC	1.00
85	OPEN SPACE Q-5CD	1.00
86	OPEN SPACE Q-5CE	1.00
87	OPEN SPACE Q-5CF	1.00
88	OPEN SPACE Q-5CG	1.00
89	OPEN SPACE Q-5CH	1.00
90	OPEN SPACE Q-5CI	1.00
91	OPEN SPACE Q-5CJ	1.00
92	OPEN SPACE Q-5CK	1.00
93	OPEN SPACE Q-5CL	1.00
94	OPEN SPACE Q-5CM	1.00
95	OPEN SPACE Q-5CN	1.00
96	OPEN SPACE Q-5CO	1.00
97	OPEN SPACE Q-5CP	1.00
98	OPEN SPACE Q-5CQ	1.00
99	OPEN SPACE Q-5CR	1.00
100	OPEN SPACE Q-5CS	1.00
101	OPEN SPACE Q-5CT	1.00
102	OPEN SPACE Q-5CU	1.00
103	OPEN SPACE Q-5CV	1.00
104	OPEN SPACE Q-5CW	1.00
105	OPEN SPACE Q-5CX	1.00
106	OPEN SPACE Q-5CY	1.00
107	OPEN SPACE Q-5CZ	1.00
108	OPEN SPACE Q-5DA	1.00
109	OPEN SPACE Q-5DB	1.00
110	OPEN SPACE Q-5DC	1.00
111	OPEN SPACE Q-5DD	1.00
112	OPEN SPACE Q-5DE	1.00
113	OPEN SPACE Q-5DF	1.00
114	OPEN SPACE Q-5DG	1.00
115	OPEN SPACE Q-5DH	1.00
116	OPEN SPACE Q-5DI	1.00
117	OPEN SPACE Q-5DJ	1.00
118	OPEN SPACE Q-5DK	1.00
119	OPEN SPACE Q-5DL	1.00
120	OPEN SPACE Q-5DM	1.00
121	OPEN SPACE Q-5DN	1.00
122	OPEN SPACE Q-5DO	1.00
123	OPEN SPACE Q-5DP	1.00
124	OPEN SPACE Q-5DQ	1.00
125	OPEN SPACE Q-5DR	1.00
126	OPEN SPACE Q-5DS	1.00
127	OPEN SPACE Q-5DT	1.00
128	OPEN SPACE Q-5DU	1.00
129	OPEN SPACE Q-5DV	1.00
130	OPEN SPACE Q-5DW	1.00
131	OPEN SPACE Q-5DX	1.00
132	OPEN SPACE Q-5DY	1.00
133	OPEN SPACE Q-5DZ	1.00
134	OPEN SPACE Q-5EA	1.00
135	OPEN SPACE Q-5EB	1.00
136	OPEN SPACE Q-5EC	1.00
137	OPEN SPACE Q-5ED	1.00
138	OPEN SPACE Q-5EE	1.00
139	OPEN SPACE Q-5EF	1.00
140	OPEN SPACE Q-5EG	1.00
141	OPEN SPACE Q-5EH	1.00
142	OPEN SPACE Q-5EI	1.00
143	OPEN SPACE Q-5EJ	1.00
144	OPEN SPACE Q-5EK	1.00
145	OPEN SPACE Q-5EL	1.00
146	OPEN SPACE Q-5EM	1.00
147	OPEN SPACE Q-5EN	1.00
148	OPEN SPACE Q-5EO	1.00
149	OPEN SPACE Q-5EP	1.00
150	OPEN SPACE Q-5EQ	1.00
151	OPEN SPACE Q-5ER	1.00
152	OPEN SPACE Q-5ES	1.00
153	OPEN SPACE Q-5ET	1.00
154	OPEN SPACE Q-5EU	1.00
155	OPEN SPACE Q-5EV	1.00
156	OPEN SPACE Q-5EW	1.00
157	OPEN SPACE Q-5EX	1.00
158	OPEN SPACE Q-5EY	1.00
159	OPEN SPACE Q-5EZ	1.00
160	OPEN SPACE Q-5FA	1.00
161	OPEN SPACE Q-5FB	1.00
162	OPEN SPACE Q-5FC	1.00
163	OPEN SPACE Q-5FD	1.00
164	OPEN SPACE Q-5FE	1.00
165	OPEN SPACE Q-5FF	1.00
166	OPEN SPACE Q-5FG	1.00
167	OPEN SPACE Q-5FH	1.00
168	OPEN SPACE Q-5FI	1.00
169	OPEN SPACE Q-5FJ	1.00
170	OPEN SPACE Q-5FK	1.00
171	OPEN SPACE Q-5FL	1.00
172	OPEN SPACE Q-5FM	1.00
173	OPEN SPACE Q-5FN	1.00
174	OPEN SPACE Q-5FO	1.00
175	OPEN SPACE Q-5FP	1.00
176	OPEN SPACE Q-5FQ	1.00
177	OPEN SPACE Q-5FR	1.00
178	OPEN SPACE Q-5FS	1.00
179	OPEN SPACE Q-5FT	1.00
180	OPEN SPACE Q-5FU	1.00
181	OPEN SPACE Q-5FV	1.00
182	OPEN SPACE Q-5FW	1.00
183	OPEN SPACE Q-5FX	1.00
184	OPEN SPACE Q-5FY	1.00
185	OPEN SPACE Q-5FZ	1.00
186	OPEN SPACE Q-5GA	1.00
187	OPEN SPACE Q-5GB	1.00
188	OPEN SPACE Q-5GC	1.00
189	OPEN SPACE Q-5GD	1.00
190	OPEN SPACE Q-5GE	1.00
191	OPEN SPACE Q-5GF	1.00
192	OPEN SPACE Q-5GG	1.00
193	OPEN SPACE Q-5GH	1.00
194	OPEN SPACE Q-5GI	1.00
195	OPEN SPACE Q-5GJ	1.00
196	OPEN SPACE Q-5GK	1.00
197	OPEN SPACE Q-5GL	1.00
198	OPEN SPACE Q-5GM	1.00
199	OPEN SPACE Q-5GN	1.00
200	OPEN SPACE Q-5GO	1.00
201	OPEN SPACE Q-5GP	1.00
202	OPEN SPACE Q-5GQ	1.00
203	OPEN SPACE Q-5GR	1.00
204	OPEN SPACE Q-5GS	1.00
205	OPEN SPACE Q-5GT	1.00
206	OPEN SPACE Q-5GU	1.00
207	OPEN SPACE Q-5GV	1.00
208	OPEN SPACE Q-5GW	1.00
209	OPEN SPACE Q-5GX	1.00
210	OPEN SPACE Q-5GY	1.00
211	OPEN SPACE Q-5GZ	1.00
212	OPEN SPACE Q-5HA	1.00
213	OPEN SPACE Q-5HB	1.00
214	OPEN SPACE Q-5HC	1.00
215	OPEN SPACE Q-5HD	1.00
216	OPEN SPACE Q-5HE	1.00
217	OPEN SPACE Q-5HF	1.00
218	OPEN SPACE Q-5HG	1.00
219	OPEN SPACE Q-5HH	1.00
220	OPEN SPACE Q-5HI	1.00
221	OPEN SPACE Q-5HJ	1.00
222	OPEN SPACE Q-5HK	1.00
223	OPEN SPACE Q-5HL	1.00
224	OPEN SPACE Q-5HM	1.00
225	OPEN SPACE Q-5HN	1.00
226	OPEN SPACE Q-5HO	1.00
227	OPEN SPACE Q-5HP	1.00
228	OPEN SPACE Q-5HQ	1.00
229	OPEN SPACE Q-5HR	1.00
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231	OPEN SPACE Q-5HT	1.00
232	OPEN SPACE Q-5HU	1.00
233	OPEN SPACE Q-5HV	1.00
234	OPEN SPACE Q-5HW	1.00
235	OPEN SPACE Q-5HX	1.00
236	OPEN SPACE Q-5HY	1.00
237	OPEN SPACE Q-5HZ	1.00
238	OPEN SPACE Q-5IA	1.00
239	OPEN SPACE Q-5IB	1.00
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241	OPEN SPACE Q-5ID	1.00
242	OPEN SPACE Q-5IE	1.00
243	OPEN SPACE Q-5IF	1.00
244	OPEN SPACE Q-5IG	1.00
245	OPEN SPACE Q-5IH	1.00
246	OPEN SPACE Q-5II	1.00
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249	OPEN SPACE Q-5IL	1.00
250	OPEN SPACE Q-5IM	1.00
251	OPEN SPACE Q-5IN	1.00
252	OPEN SPACE Q-5IO	1.00
253	OPEN SPACE Q-5IP	1.00
254	OPEN SPACE Q-5IQ	1.00
255	OPEN SPACE Q-5IR	1.00
256	OPEN SPACE Q-5IS	1.00
257	OPEN SPACE Q-5IT	1.00
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259	OPEN SPACE Q-5IV	1.00
260	OPEN SPACE Q-5IW	1.00
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265	OPEN SPACE Q-5JB	1.00
266	OPEN SPACE Q-5JC	1.00
267	OPEN SPACE Q-5JD	1.00
268	OPEN SPACE Q-5JE	1.00
269	OPEN SPACE Q-5JF	1.00
270	OPEN SPACE Q-5JG	1.00
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285	OPEN SPACE Q-5JV	1.00
286	OPEN SPACE Q-5JW	1.00
287	OPEN SPACE Q-5JX	1.00
288	OPEN SPACE Q-5JY	1.00
289	OPEN SPACE Q-5JZ	1.00
290	OPEN SPACE Q-5KA	1.00
291	OPEN SPACE Q-5KB	1.00
292	OPEN SPACE Q-5KC	1.00
293	OPEN SPACE Q-5KD	1.00
294	OPEN SPACE Q-5KE	1.00
295	OPEN SPACE Q-5KF	1.00
296	OPEN SPACE Q-5KG	1.00
297	OPEN SPACE Q-5KH	1.00
298	OPEN SPACE Q-5KI	1.00
299	OPEN SPACE Q-5KJ	1.00
300	OPEN SPACE Q-5KK	1.00

J1(b)

STATE OF SOUTH CAROLINA)
)
COUNTY OF BERKELEY)

TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, that The Daniel Island Company, Inc. ("Grantor") in the state aforesaid, for and in consideration of the sum of ONE AND 00/100 DOLLAR (\$1.00), being the true consideration to it in hand paid at and before the sealing of these presents by the CITY OF CHARLESTON, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the said CITY OF CHARLESTON ("Grantee"), its successors and assigns, forever, the following described property which is granted, bargained, sold and released for the use of the public forever:

All of the property underneath, above, and containing those certain streets, roads, drives, and cul-de-sacs situate, lying and being in the City of Charleston, County of Berkeley State of South Carolina, identified as (list street names) Robert Daniel Drive 50' Public R/W

as shown and designated on a plat entitled "Final Subdivision Plat of Parcel J-2 (17.30 Ac.) to Create a New 50' Public Right-of-Way (0.70 Ac.) & Parcel J-2 (16.60 Ac.) and the Subsequent Property Line Adjustment Between Parcel J-2 (16.60 Ac.) & Open Space J-2/A/3 (0.45 Ac.) to Create Parcel J-2 (16.32 Ac.) & Open Space J-2/A/3 (0.73 Ac.), City of Charleston, Berkeley County, South Carolina, prepared for and owned by Daniel Island Company, Inc." prepared by Thomas & Hutton Engineering Co., dated April 4, 2016, revised _____, and recorded on _____ in Plat Book _____ at Page _____ in the ROD Office for Berkeley County. Said property butting and bounding, measuring and containing, and having such courses and distances as are shown on said plat. Reference being had to the aforesaid plat for a full and complete description, being all of the said dimensions, a little more or a little less.

This being a portion of the property conveyed to Grantor herein by deed of the Daniel Island Residential Investments, LLC dated November 8, 1998 and recorded November 9, 1998 in Book 1478 at Page 16 in the ROD Office for Berkeley County, South Carolina.

Grantee's Mailing Address: City of Charleston
Department of Public Service
Engineering Division
75 Calhoun Street
Third Floor
Charleston, South Carolina 29401

Portion of TMS No.: 275-00-00-112

STATE OF SOUTH CAROLINA)

COUNTY OF BERKELEY) AFFIDAVIT FOR TAXABLE OR EXEMPT TRANSFERS

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this affidavit and I understand such information.
2. The property was transferred by The Daniel Island Company, Inc.
to City of Charleston on _____.
3. Check one of the following: The deed is
 - (A) _____ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - (B) _____ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as distribution to a trust beneficiary.
 - (C) exempt from the deed recording fee because (See Information section of affidavit): Transfer to Government entity (explanation required)
(If exempt, please skip items 4-7, and go to item 8 of this affidavit.)

If exempt under exemption #14 as described in the Information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty?

Check Yes _____ or No _____

4. Check one of the following if either item 3(a) or item 3(b) above has been checked. (See Information section of this affidavit):
 - (A) _____ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of _____
 - (B) _____ The fee is computed on the fair market value of the realty which is _____
 - (C) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is _____
5. Check YES ___ or NO to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "YES," the amount of the outstanding balance of this lien or encumbrance is _____.
6. The deed recording fee is computed as follows:
 - (A) Place the amount listed in item 4 above here: _____
 - (B) Place the amount listed in item 5 above here: _____
(If no amount is listed, place zero here.)
 - (C) Subtract Line 6(b) from Line 6(a) and place the result here: _____

7. The deed recording fee is based on the amount listed on Line 6(c) above and the deed recording fee due is Exempt.
8. As required by Code Section '12-24-70, I state that I am a responsible person who was connected with the transaction as Grantor.
9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

The Daniel Island company, INC.



Responsible Person Connected with the Transaction

Matthew R. Sloan, President

Print or Type Name Here

Sworn this 16th day of June 2016

Maggie R. Dusbiber
Notary Public for South Carolina

My Commission Expires: 10/16, 2024



JJ(c)

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON) TITLE TO REAL ESTATE
CITY OF CHARLESTON)

KNOW ALL MEN BY THESE PRESENTS, that CW - Charleston, LLC
("Grantor") in the state aforesaid, for and in consideration of the sum of
ONE AND 00/100 DOLLAR (\$1.00), being the true consideration to it in hand paid at and
before the sealing of these presents by the CITY OF CHARLESTON, the receipt whereof is
hereby acknowledged, has granted, bargained, sold and released, and by these presents does
grant, bargain, sell and release unto the said CITY OF CHARLESTON ("Grantee"), its
successors and assigns, forever, the following described property which is granted, bargained,
sold and released for the use of the public forever:

All the of the property underneath, above, and containing those certain streets, roads,
drives, and cul-de-sacs situate, lying and being in the City of Charleston, County of Charleston,
State of South Carolina, located in James Island
as shown and designated on a plat entitled
"FINAL SUBDIVISION PLAT OF FLEMING PARK TMS #340-03-00-017 LOCATED ON
JAMES ISLAND CITY OF CHARLESTON, CHARLESTON COUNTY, SOUTH
CAROLINA SURVEYED FOR ASHTON WOODS HOMES - CAROLINAS"

prepared by Nancy F. Schwacke, dated April 1, 2015, revised 11/4/15, and
recorded in Plat Book _____ at Page _____ in the RMC Office for Charleston
County. Said property butting and bounding, measuring and containing, and having such courses
and distances as are shown on said plat. Reference being had to the aforesaid plat for a full and
complete description, being all of the said dimensions, a little more or a little less.

This being a portion of the property conveyed to Grantor herein by deed of the Sunspring Fleming
Investors, LLC dated October 29, 2014 and recorded
October 31, 2014 in Book 0438 at Page 302 in the RMC Office for
Charleston County, South Carolina.

Grantee's Mailing Address: City of Charleston
Department of Public Service
Engineering Division
2 George Street
Suite 2100
Charleston, South Carolina 29401

TOGETHER with all and singular, the rights, members, hereditaments and
appurtenances to the said premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said premises before mentioned
unto the CITY OF CHARLESTON, its successors and assigns forever.

AND we do hereby bind ourselves and our heirs, executors and administrators, to warrant and forever defend, all and singular, the said premises unto the said City of Charleston, heirs and assigns, against us and our heirs, and all persons whomsoever lawfully claiming, or to claim the same or any part thereof.

WITNESS our Hand(s) and Seal(s) this 26 day of January, 2016.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Subramaniam Kereetho
Witness Number One

Juliana Jagielko
Printed Name

[Signature]
Witness Number Two

Monica Shero
Printed Name

Grantor
CW - Charleston, LLC,
a Delaware limited liability company
By: CW - LT Management, L.L.C.,
Its: Manager

[Signature]
By: John E. Cork
Its: President

STATE OF ARIZONA)
COUNTY OF *Maricopa*)

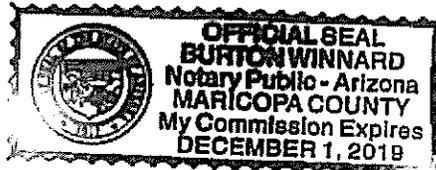
PERSONALLY APPEARED before me the undersigned witness and made oath that (s)he saw the within named CW - Charleston, LLC, by CW - LT Management, L.L.C, its Manager by its duly authorized officer John E. Cork sign, seal and as its act and deed, deliver the within written Deed, and that (s)he with the other witness witnessed the execution thereof.

[Signature]

SWORN to before me this 26 day of January, 2016

[Signature]
NOTARY PUBLIC FOR ARIZONA

MY COMMISSION EXPIRES: 12-1-19



STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON) AFFIDAVIT FOR TAXABLE OR EXEMPT TRANSFERS

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this affidavit and I understand such information.
2. The property was transferred by CW-Charleston, LLC
to the City of Charleston on _____.
3. Check one of the following: The deed is
 - (A) _____ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - (B) _____ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as distribution to a trust beneficiary.
 - (C) exempt from the deed recording fee because (See Information section of affidavit): Ex. #2-Political Institution (explanation required)
(If exempt, please skip items 4-7, and go to item 8 of this affidavit.)

If exempt under exemption #14 as described in the Information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty?

Check Yes _____ or No _____

4. Check one of the following if either item 3(a) or item 3(b) above has been checked. (See Information section of this affidavit):
 - (A) _____ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of _____
 - (B) _____ The fee is computed on the fair market value of the realty which is _____
 - (C) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is _____
5. Check YES ___ or NO ___ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "YES," the amount of the outstanding balance of this lien or encumbrance is _____
6. The deed recording fee is computed as follows:
 - (A) Place the amount listed in item 4 above here: _____
 - (B) Place the amount listed in item 5 above here: _____
(If no amount is listed, place zero here.)
 - (C) Subtract Line 6(b) from Line 6(a) and place the result here: _____

- 7. The deed recording fee is based on the amount listed on Line 6(c) above and the deed recording fee due is N/A.
- 8. As required by Code Section '12-24-70, I state that I am a responsible person who was connected with the transaction as Grantor.
- 9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

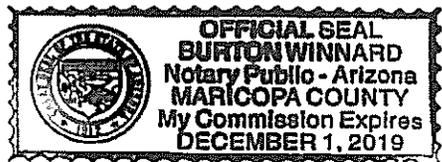
CW - Charleston, LLC, a Delaware limited liability company
 By: CW - LP Management, L.L.C.
 Its: Manager

[Handwritten Signature]

 Responsible Person Connected with the Transaction

John E. Cork, its President
 Print or Type Name Here

Sworn this 10th day of February 2016
 Notary Public for Arizona
 My Commission Expires: Dec. 1, 2019



IN WITNESS WHEREOF, the parties have set the Hands and Seals the day and year above written.

WITNESSES:

CITY OF CHARLESTON

Witness #1 _____

By: Laura Cabiness
Its: Public Service Director

Witness #2 _____

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me (the undersigned notary) by _____, the _____ of the City of Charleston, a Municipal Corporation organized and existing pursuant to the laws of the State of South Carolina, on _____.

Signature: _____

Print Name of Notary: _____

Notary Public for _____

My Commission Expires: _____

SEAL OF NOTARY

WITNESSES:

OWNER:

Witness #1 Burton Winnard

[Signature]
Name: John E. Cork

Witness #2 Michael Johnson

STATE OF Arizona)
)
COUNTY OF Maricopa)

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me (the undersigned notary) by John E. Cork, the President of CW Charleston, LLC, a Delaware LLC, on behalf of the Owner on July 5, 2016

Signature: [Signature]

Print Name of Notary: Burton Winnard

Notary Public for Arizona

My Commission Expires: 12-1-19

SEAL OF NOTARY

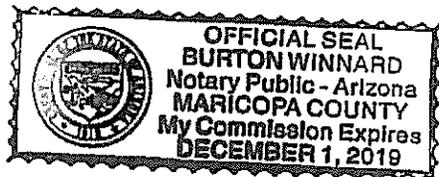
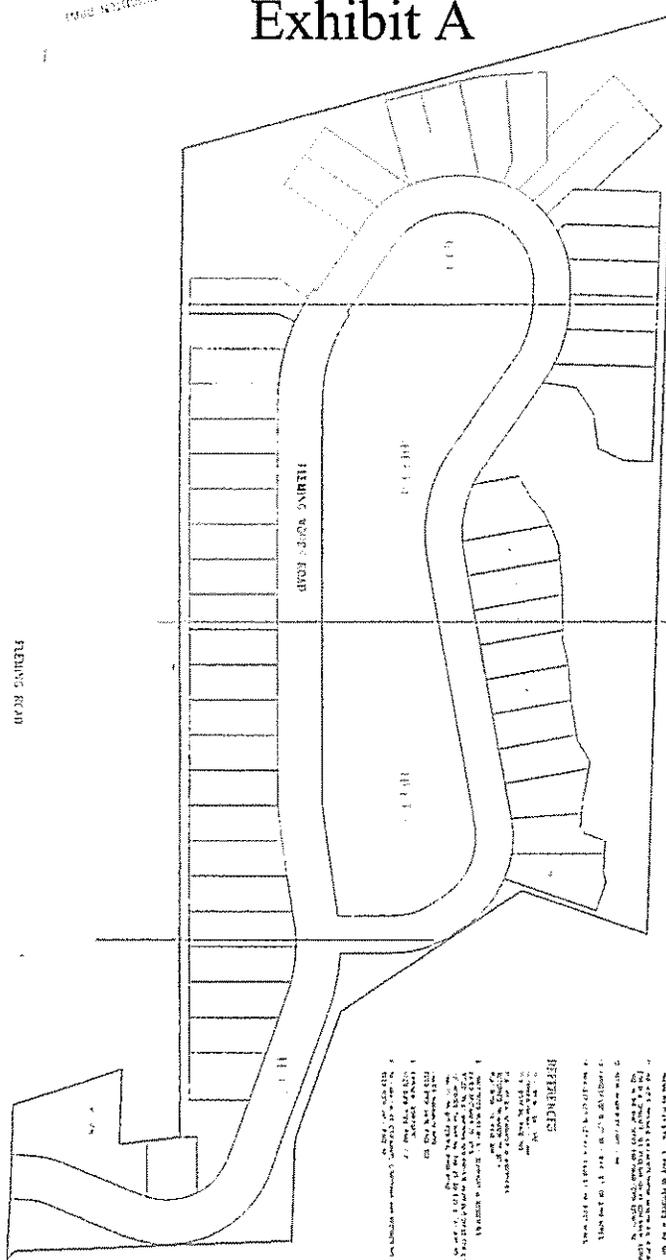


Exhibit A



Lot No.	Area (sq. ft.)	Area (sq. ft.)	Area (sq. ft.)
1	10,000	10,000	10,000
2	10,000	10,000	10,000
3	10,000	10,000	10,000
4	10,000	10,000	10,000
5	10,000	10,000	10,000
6	10,000	10,000	10,000
7	10,000	10,000	10,000
8	10,000	10,000	10,000
9	10,000	10,000	10,000
10	10,000	10,000	10,000

NOTES:
 1. The area shown on this plan is for general reference only. The actual area of each lot shall be determined by a survey of record.
 2. The area shown on this plan is for general reference only. The actual area of each lot shall be determined by a survey of record.
 3. The area shown on this plan is for general reference only. The actual area of each lot shall be determined by a survey of record.

LEGEND:
 1. Proposed Road
 2. Proposed Lot
 3. Existing Road
 4. Existing Lot
 5. Proposed Right-of-Way
 6. Proposed Easement
 7. Proposed Encroachment
 8. Proposed Encroachment
 9. Proposed Encroachment
 10. Proposed Encroachment

Lot No.	Area (sq. ft.)	Area (sq. ft.)	Area (sq. ft.)
1	10,000	10,000	10,000
2	10,000	10,000	10,000
3	10,000	10,000	10,000
4	10,000	10,000	10,000
5	10,000	10,000	10,000
6	10,000	10,000	10,000
7	10,000	10,000	10,000
8	10,000	10,000	10,000
9	10,000	10,000	10,000
10	10,000	10,000	10,000

Lot No.	Area (sq. ft.)	Area (sq. ft.)	Area (sq. ft.)
1	10,000	10,000	10,000
2	10,000	10,000	10,000
3	10,000	10,000	10,000
4	10,000	10,000	10,000
5	10,000	10,000	10,000
6	10,000	10,000	10,000
7	10,000	10,000	10,000
8	10,000	10,000	10,000
9	10,000	10,000	10,000
10	10,000	10,000	10,000

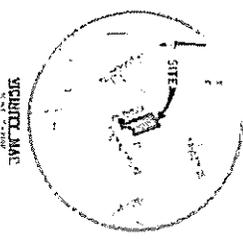
SHEET INDEX



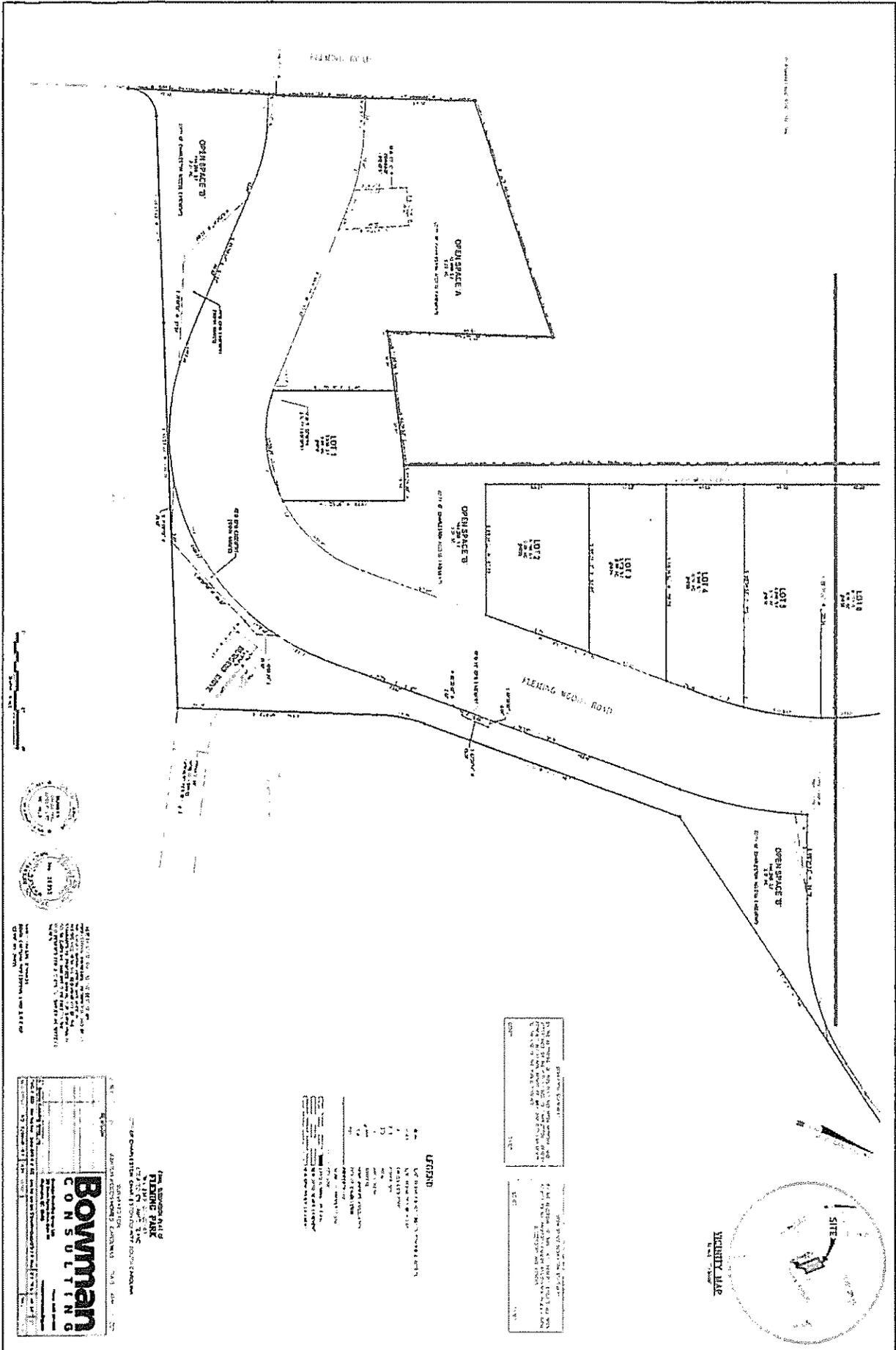
NOTES:
 1. The area shown on this plan is for general reference only. The actual area of each lot shall be determined by a survey of record.
 2. The area shown on this plan is for general reference only. The actual area of each lot shall be determined by a survey of record.
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Lot No.	Area (sq. ft.)	Area (sq. ft.)	Area (sq. ft.)
1	10,000	10,000	10,000
2	10,000	10,000	10,000
3	10,000	10,000	10,000
4	10,000	10,000	10,000
5	10,000	10,000	10,000
6	10,000	10,000	10,000
7	10,000	10,000	10,000
8	10,000	10,000	10,000
9	10,000	10,000	10,000
10	10,000	10,000	10,000

Lot No.	Area (sq. ft.)	Area (sq. ft.)	Area (sq. ft.)
1	10,000	10,000	10,000
2	10,000	10,000	10,000
3	10,000	10,000	10,000
4	10,000	10,000	10,000
5	10,000	10,000	10,000
6	10,000	10,000	10,000
7	10,000	10,000	10,000
8	10,000	10,000	10,000
9	10,000	10,000	10,000
10	10,000	10,000	10,000



Bowman CONSULTING
 1234 Main Street, Suite 100
 Anytown, CA 90210
 Phone: (555) 123-4567
 Fax: (555) 987-6543
 Email: info@bowmanconsulting.com
 Website: www.bowmanconsulting.com



DATE: 12/15/11
 TIME: 10:00 AM
 PROJECT: PLEASING WOOD ROAD
 SHEET: 2 OF 5

Bowman Consulting
 10000 Woodward Ave., Suite 100
 Detroit, MI 48202
 Phone: (313) 963-1100
 Fax: (313) 963-1101
 Email: info@bowmanconsulting.com

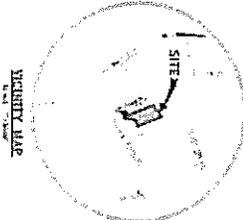
THE ASSOCIATION OF PLEASING PARK
 PLEASING PARK
 10000 Woodward Ave., Suite 100
 Detroit, MI 48202

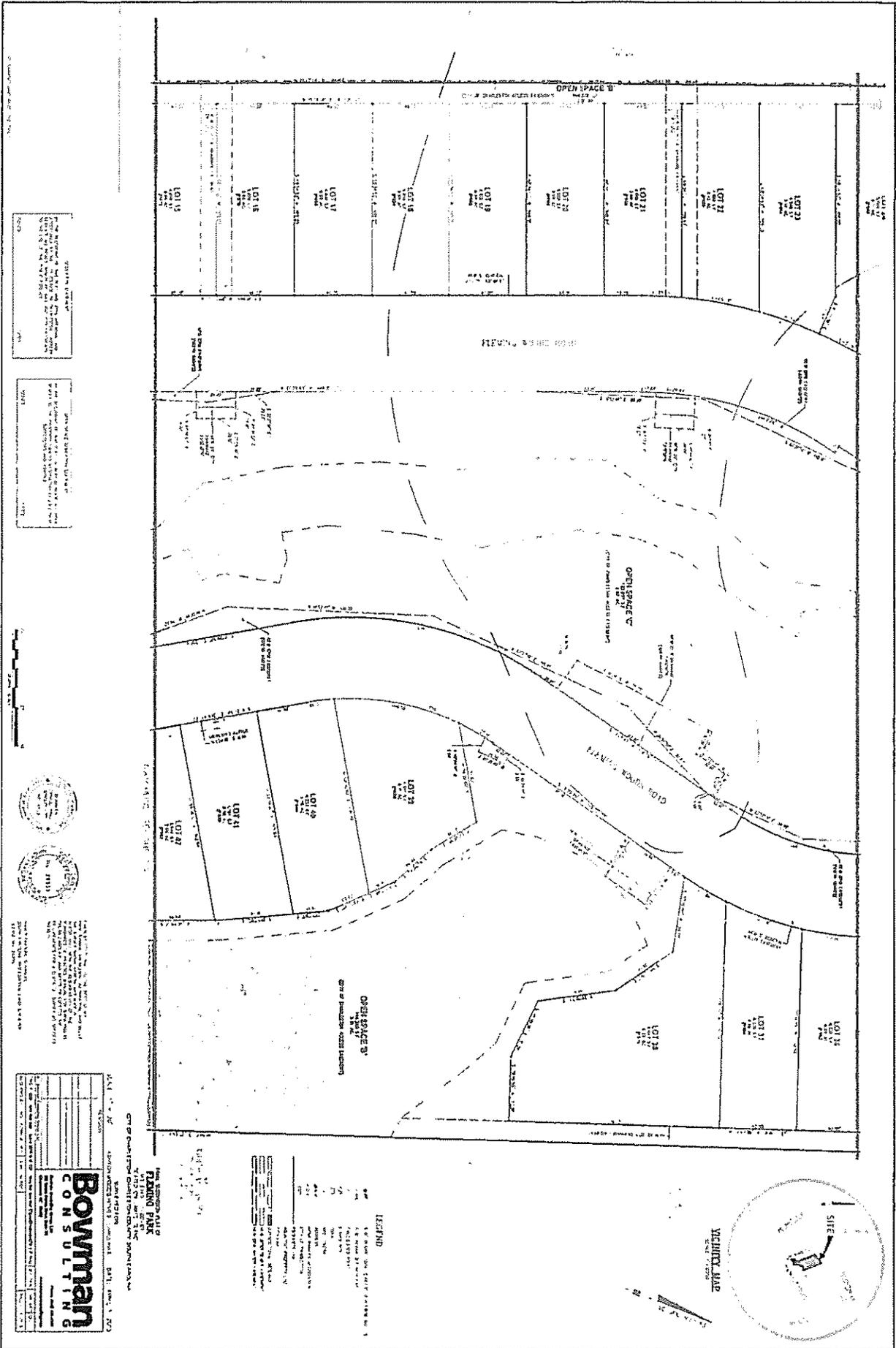
LEGEND

1	LOT
2	OPEN SPACE
3	DRIVEWAY
4	PROPERTY LINE
5	SETBACK LINE
6	UTILITY LINE
7	EASEMENT
8	ADJACENT PROPERTY
9	STREET
10	PROPERTY CORNER
11	PROPERTY AREA
12	ADJACENT PROPERTY AREA
13	ADJACENT PROPERTY CORNER
14	ADJACENT PROPERTY AREA
15	ADJACENT PROPERTY CORNER
16	ADJACENT PROPERTY AREA
17	ADJACENT PROPERTY CORNER
18	ADJACENT PROPERTY AREA
19	ADJACENT PROPERTY CORNER
20	ADJACENT PROPERTY AREA
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26	ADJACENT PROPERTY AREA
27	ADJACENT PROPERTY CORNER
28	ADJACENT PROPERTY AREA
29	ADJACENT PROPERTY CORNER
30	ADJACENT PROPERTY AREA
31	ADJACENT PROPERTY CORNER
32	ADJACENT PROPERTY AREA
33	ADJACENT PROPERTY CORNER
34	ADJACENT PROPERTY AREA
35	ADJACENT PROPERTY CORNER
36	ADJACENT PROPERTY AREA
37	ADJACENT PROPERTY CORNER
38	ADJACENT PROPERTY AREA
39	ADJACENT PROPERTY CORNER
40	ADJACENT PROPERTY AREA
41	ADJACENT PROPERTY CORNER
42	ADJACENT PROPERTY AREA
43	ADJACENT PROPERTY CORNER
44	ADJACENT PROPERTY AREA
45	ADJACENT PROPERTY CORNER
46	ADJACENT PROPERTY AREA
47	ADJACENT PROPERTY CORNER
48	ADJACENT PROPERTY AREA
49	ADJACENT PROPERTY CORNER
50	ADJACENT PROPERTY AREA

DATE: 12/15/11
 TIME: 10:00 AM
 PROJECT: PLEASING WOOD ROAD
 SHEET: 2 OF 5

DATE: 12/15/11
 TIME: 10:00 AM
 PROJECT: PLEASING WOOD ROAD
 SHEET: 2 OF 5





NOTES:
 1. ALL DIMENSIONS ARE IN FEET AND INCHES.
 2. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.
 3. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
 4. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.
 5. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.

NOTES:
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 4. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.
 5. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.

DATE: 11/11/11
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 PROJECT: PARKING PARK
 SHEET: 4 OF 5

Bowman
 CONSULTING

12345 Main Street
 Suite 100
 City, State, Zip

Phone: (123) 456-7890
 Fax: (123) 456-7891
 Email: info@bowmanconsulting.com

LEGEND

[Symbol]	SITING
[Symbol]	VEHICLE MARK
[Symbol]	SITE



57(d)

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON) TITLE TO REAL ESTATE
CITY OF CHARLESTON)

KNOW ALL MEN BY THESE PRESENTS, that BEAZER HOMES CORP., a
TENNESSEE CORPORATION ("Grantor") in the state aforesaid, for and in consideration of the
sum of ONE AND 00/100 DOLLAR (\$1.00), being the true consideration to it in hand paid at
and before the sealing of these presents by the CITY OF CHARLESTON, the receipt whereof is
hereby acknowledged, has granted, bargained, sold and released, and by these presents does
grant, bargain, sell and release unto the said CITY OF CHARLESTON ("Grantee"), its
successors and assigns, forever, the following described property which is granted, bargained,
sold and released for the use of the public forever:

All the of the property underneath, above, and containing those certain streets, roads,
drives, and cul-de-sacs situate, lying and being in the City of Charleston, County of Charleston,
State of South Carolina, located in MAYBANK VILLAGE PHASE 2-A
as shown and designated on a plat entitled _____
FINAL PLAT SHOWING THE SUBDIVISION OF TRACT B TMS NO. 313-00-00-056
(23.137 AC) TO CREATE MAYBANK VILLAGE PHASE 2-A CONTAINING 8 LOTS
(0.989 AC), RIGHT-OF-WAYS (0.548 AC), AND RESIDUAL TRACT B (21.600 AC)
PROPERTY OF BEAZER HOMES CORP., A TENNESSEE CORPORATION
prepared by HLA, Inc., dated April 18, 2016, revised _____, and
recorded in Plat Book _____ at Page _____ in the RMC Office for Charleston
County. Said property butting and bounding, measuring and containing, and having such courses
and distances as are shown on said plat. Reference being had to the aforesaid plat for a full and
complete description, being all of the said dimensions, a little more or a little less.

This being a portion of the property conveyed to Grantor herein by deed of the
Tidelands Bank dated November 15, 2013 and recorded
November 18, 2013 in Book 0373 at Page 811 in the RMC Office for
Charleston County, South Carolina.

Grantee's Mailing Address: City of Charleston
Department of Public Service
Engineering Division
2 George Street
Suite 2100
Charleston, South Carolina 29401

TOGETHER with all and singular, the rights, members, hereditaments and
appurtenances to the said premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said premises before mentioned
unto the CITY OF CHARLESTON, its successors and assigns forever.

AND we do hereby bind ourselves and our heirs, executors and administrators, to warrant and forever defend, all and singular, the said premises unto the said City of Charleston, heirs and assigns, against us and our heirs, and all persons whomsoever lawfully claiming, or to claim the same or any part thereof.

WITNESS our Hand(s) and Seal(s) this 20th day of May 2016

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Grantor Beazer Homes Corp.

[Signature]
Witness Number One

By: [Signature]

Karen S Love
Printed Name

Douglas L. Schwartz, its Area President
Printed Name

[Signature]
Witness Number Two

Brittany N Counts
Printed Name

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

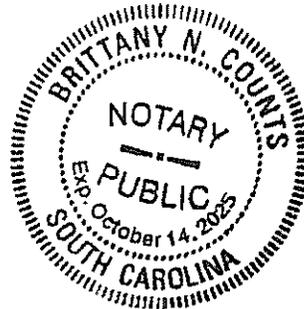
PERSONALLY APPEARED before me the undersigned witness and made oath that (s)he saw the within named BEAZER HOMES CORP., by its duly authorized officer Douglas L. Schwartz, its Area President, sign, seal and as its act and deed, deliver the within written Deed, and that (s)he with the other witness witnessed the execution thereof.

[Signature]

SWORN to before me this 20th day of May, 2016

[Signature]
NOTARY PUBLIC FOR SOUTH CAROLINA

MY COMMISSION EXPIRES: 10 14 25



STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON) AFFIDAVIT FOR TAXABLE OR EXEMPT TRANSFERS

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this affidavit and I understand such information.
2. The property was transferred by BEAZER HOMES CORP.
to THE CITY OF CHARLESTON on _____.
3. Check one of the following: The deed is
 - (A) _____ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - (B) _____ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as distribution to a trust beneficiary.
 - (C) _____ exempt from the deed recording fee because (See Information section of affidavit): #2 (explanation required)
(If exempt, please skip items 4-7, and go to item 8 of this affidavit.)

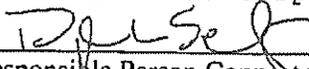
If exempt under exemption #14 as described in the Information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty?

Check Yes _____ or No _____

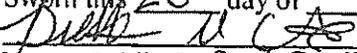
4. Check one of the following if either item 3(a) or item 3(b) above has been checked. (See Information section of this affidavit):
 - (A) _____ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of _____
 - (B) _____ The fee is computed on the fair market value of the realty which is _____
 - (C) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is _____
5. Check YES ___ or NO ___ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "YES," the amount of the outstanding balance of this lien or encumbrance is _____
6. The deed recording fee is computed as follows:
 - (A) Place the amount listed in item 4 above here: _____
 - (B) Place the amount listed in item 5 above here: _____
(If no amount is listed, place zero here.)
 - (C) Subtract Line 6(b) from Line 6(a) and place the result here: _____

7. The deed recording fee is based on the amount listed on Line 6(c) above and the deed recording fee due is _____.
8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as GRANTOR.
9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

Beazer Homes Corp.


Responsible Person Connected with the Transaction

Douglas L. Schwartz, its Area President
Print or Type Name Here

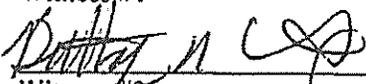
Sworn this 20th day of May 2016

Notary Public for South Carolina
My Commission Expires: Oct. 14, 2025

The City has no obligation to repair, replace or to compensate the Owners for trees, plants, grass, shrubs or other elements damaged or destroyed within the confines of the Exclusive 20-Foot Wide Permanent Stormwater Drainage Easement during the conduct of its allowable activities as described above.

TO HAVE AND TO HOLD, all and singular, the said before mentioned unto the said CITY OF CHARLESTON, its successors and assigns, against us and our heirs and assigns, and all persons whomsoever lawfully claiming or to claim the same or any part thereof.

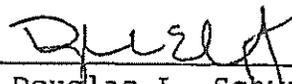
IN WITNESS WHEREOF, the parties have set the Hands and Seals the day and year above written.



Witness #1


Witness #2

OWNER Beazer Homes Corp.

Name: 
Douglas L. Schwartz, Area
President
Date: May 20, 2016

WITNESSES:

CITY OF CHARLESTON

Witness #1

Witness #2

By: Laura S. Cabiness
Its: Director of Public Service
Date: _____

J7(e)



City of Charleston

South Carolina

Department of Public Service

JOHN J. TECKLENBURG
Mayor

LAURA S. CABINESS, PE
Director

Date

Mr. Kirk R. Richards, P.E.
Assistance District Maintenance Engineer
SCDOT – District Six
6355 Fain Blvd
North Charleston, SC, 29406

RE: Maintenance of Standard Construction Materials within the Maybank Specialty Shoppes Project

Dear Mr. Richards:

This letter concerns a proposed sidewalk to be constructed in conjunction with the Maybank Specialty Shoppes Project within the SCDOT right-of-way along Maybank Highway, SC 700. It is our intention that this will be a public sidewalk.

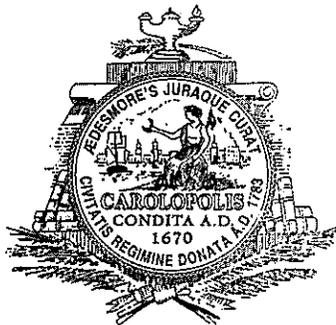
The City Council of Charleston, at its meeting held [date of meeting], agreed to accept full maintenance responsibility for the proposed sidewalk within the State maintained right-of-way shown on the attached drawing and which will be constructed under a valid SCDOT Encroachment Permit. The City of Charleston agrees to maintain this sidewalk and corner handicap ramps in compliance with current ADA and SCDOT standards (*ADA Standards for Transportation Facilities, SC Highway Design Manual, SCDOT Standard Drawings, and AASHTO Guide for the Planning, Design and Operation of Pedestrian Facilities*).

Should there be any questions, please do not hesitate to contact me at 843-724-3754 or at cabinessl@charleston-sc.gov.

Sincerely,

Laura S. Cabiness, P.E.

Cc: Michael R. Metzler, Deputy Director
Thomas F. O'Brien, Deputy Director
Adelaide Andrews, Deputy Corporate Council
Earthsource Engineering



Ratification
Number _____

AN ORDINANCE

TO REPEAL ORDINANCE NO. 2016-64, RATIFIED ON MAY 10, 2016, AND TO REPLACE THE SAME WITH AN AMENDMENT TO CHAPTER 2, SECTION 2-184 OF THE CODE OF THE CITY OF CHARLESTON, SOUTH CAROLINA, TO CREATE DIVISION 8 WHICH SHALL BE ENTITLED THE WEST ASHLEY REVITALIZATION COMMISSION AND SECTION 2-184 WHICH SHALL SET FORTH THE DUTIES AND RESPONSIBILITIES OF THE WEST ASHLEY REVITALIZATION COMMISSION. (AS AMENDED)

BE IT ORDAINED BY THE MAYOR AND COUNCILMEMBERS OF CHARLESTON, IN CITY COUNCIL ASSEMBLED:

Section 1. Chapter 2 of the Code of the City of Charleston is hereby amended to create Division 8 therein which shall read as follows:

“DIVISION 8. THE WEST ASHLEY REVITALIZATION COMMISSION”

Section 2. Chapter 2, Division 8 of the Code of the City of Charleston is hereby amended to create Section 2-184 therein which shall read as follows:

“Section 2-184. Created; membership; terms of office; powers.

- (a) *Created.* There is hereby created the West Ashley Revitalization Commission.
- (b) *Mission.* The West Ashley Revitalization Commission shall work to assure the long-term economic stability of West Ashley by revitalizing the unique character of the district and supporting values that assure West Ashley is a great place to live, work, play, invest and do business.
- (c) *Membership.* The Commission shall consist of nineteen (19) voting members, one (1) of whom shall be the Mayor; three (3) members of City Council who represent a district or portion thereof in West Ashley appointed by the Mayor; the Chairman of the St. Andrews Public Services District appointed by the Mayor; the member of County Council who represents District 7, appointed by the Mayor, and the remaining members who shall be appointed by the Mayor and be representative of various disciplines, professional, business and **community** interests conducive to promoting and enabling the revitalization of West Ashley, all subject to approval by City Council. The Mayor shall also appoint the Chairperson of the Commission.

- (d) *Terms of Office.* The Mayor, the Chairman of the St. Andrew's Public Services District and the member of County Council who represents District 7 shall be permanent members of the Commission. All other members of the Commission shall serve for terms of three (3) years or until their successors have been appointed and qualified; provided however, notwithstanding the foregoing, five (5) of the original members of the Commission shall serve for a term of one year, five (5) of the original members shall serve for a term of two years; and six (6) of the original members shall serve for a term of three years, all as recommended by the Mayor and approved by City Council. Members appointed after expiration of the initial terms of the original members shall serve terms of three (3) years.
- (e) *Powers and Duties.* The Commission shall have the following powers and duties:
- (i) Be charged with the duties of establishing goals, policies and procedures for the implementation of revitalization efforts in West Ashley on behalf of the City.
 - (ii) Initiate a major study of needs of West Ashley and aid in the procurement of the necessary funds for such study.
 - (iii) Study and recommend financial and organizational techniques to effectuate the revitalization of West Ashley by the joint efforts of public and private entities.
 - (iv) Seek out and recommend early action improvements for West Ashley.
 - (v) Assist private businesses in improvements in conjunction with the West Ashley revitalization efforts.
 - (vi) Assist the business community and the City to work together in the most cooperative and supportive manner possible.
 - (vii) Seek funds and resources from private and public sources to promote and market West Ashley.
 - (viii) In its discretion, create committees to participate in the planning or effectuation of the West Ashley revitalization efforts; provided, however, that any such councils or committees shall require the approval of the Mayor and the Commission.
- (f) *Meetings.* The Commission shall establish a regular time and place of meeting. For purposes of Commission action, a quorum of the West Ashley Revitalization Commission shall consist of 10 voting members of the Commission in attendance.
- (g) *Records.* The Commission shall keep a record of its proceedings.

Section 3. Ordinance No. 2016- 64, ratified on May 10, 2016, is hereby repealed.

Section 4. This Ordinance shall become effective upon ratification.

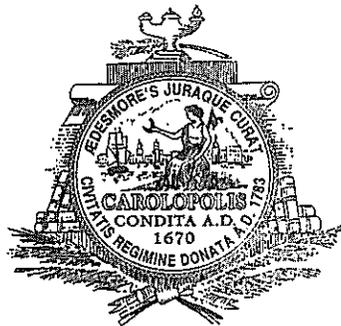
Ratified in City Council this _____ day of _____ in the Year of Our Lord, 2016, and in the 241st Year of the Independence of the United States of America.

By:

John J. Tecklenburg
Mayor, City of Charleston

ATTEST:

Vanessa Turner Maybank
Clerk of Council



Ratification
Number _____

AN ORDINANCE

AUTHORIZING THE MAYOR TO EXECUTE ON BEHALF OF THE CITY AN AMENDED AND RESTATED TRANSFER AND DEVELOPMENT AGREEMENT BETWEEN THE CITY AND THE CITY OF CHARLESTON HOUSING AUTHORITY. (AS AMENDED)

BE IT ORDAINED BY THE MAYOR AND COUNCILMEMBERS OF CHARLESTON, IN CITY COUNCIL ASSEMBLED:

Section 1. The Mayor is hereby authorized to execute on behalf of the City an Amended and Restated Transfer and Development Agreement between the City and the City of Charleston Housing Authority, a copy of said Amended and Restated Transfer and Development Agreement being attached to this Ordinance as Exhibit A and made a part hereof.

Section 2. This Ordinance shall become effective upon ratification.

Ratified in City Council this _____ day of _____ in the Year of Our Lord, 2016, and in the _____th Year of the Independence of the United States of America

John J. Tecklenburg, Mayor

ATTEST: _____
Vanessa Turner Maybank
Clerk of Council

Portion would be added to the Charleston County TMS# associated with Parcel J, the Developer acknowledges that City will only convey that portion of Parcel J as it is shown on the Plat (and the City may at its option record a subdivision plat to clarify the legal description of Parcel J); and

WHEREAS, the City may obtain contracts to purchase additional parcels in the vicinity of the City Parcels (each, a “*Future Parcel*,” and collectively, the “*Future Parcels*”);

WHEREAS, in the event the City secures a contract to purchase one or more of the Future Parcels prior to Closing (as hereinafter defined), so long as the City agrees to fund the purchase, the Developer agrees to accept an assignment of the contract to purchase and close on such contract to purchase, and each such Future Parcel shall be included in the definition of “City Parcels” for purposes of this Transfer Agreement;

WHEREAS, in the event the City secures a contract to purchase one or more of the Future Parcels after Closing, so long as the City agrees to fund the purchase, the Developer agrees to accept an assignment of the contract to purchase and close on such contract, and each such Future Parcel shall be subject to the terms of the Development Agreement to be executed by the Parties as contemplated herein;

WHEREAS, the Developer shall be responsible for developing and constructing a minimum of approximately sixty (60) housing (the “*Units*”) within the Redevelopment, which shall be made affordable to end buyers and tenants as set forth herein;

WHEREAS, as used herein, the term “*Area Median Income*” shall mean and have reference to the median family income for the Charleston-North Charleston Metropolitan Statistical Area as established and published by the United States Department of Housing and Urban Development;

WHEREAS, as more fully set forth in the Development Agreement (as hereinafter defined), construction of the Redevelopment shall be performed during the period commencing December 31, 2017 through December 31, 2019;

WHEREAS, in furtherance of the aforementioned redevelopment efforts, the City and the Developer have agreed on terms whereby the City shall sell and convey to the Developer, via Quit Claim Deed, all its right, title and interest in and to the City Parcels, and the Developer shall (i) own, hold, manage and/ or lease the housing units within the City Parcels to low- and moderate-income individuals and families, and (ii) with the approval of the City, sell housing units within the City Parcels to buyers earning no more than 120% of the Area Median Income and lease apartment units within the City Parcels to renters earning no more than 150% of the Area Median Income; and

WHEREAS, the City and Developer now wish to enter into this Agreement for the purpose of more particularly setting forth the terms and conditions by which the City Parcels shall be conveyed to Developer and Developer shall perform the Redevelopment.

W I T N E S S E T H:

NOW, THEREFORE, for and in consideration of the foregoing premises, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, City and Developer agree as follows:

1. CONVEYANCE AND REDEVELOPMENT OF CITY PARCELS.

(A) Upon the terms and conditions set forth herein, the City agrees to sell, and the Developer agrees to purchase, the City Parcels (as depicted on the Plat) from the City.

(B) At the Closing, the City and the Developer shall execute and deliver the Development Agreement, which shall be substantially in the form attached hereto as Exhibit D (including agreement as to all exhibits thereto, the "**Development Agreement**"), setting forth the terms and conditions by which the Developer shall perform the Redevelopment. Notwithstanding the foregoing, during the Due Diligence Period, the Parties agree to finalize the specific terms and conditions of the Development Agreement.

2. PURCHASE PRICE OF CITY PARCELS. The purchase price for *each* City Parcel shall be **TEN AND NO/100 Dollars (\$10.00)**. The aggregate purchase price (i.e., up to \$50.00) shall be calculated based upon the number of City Parcels the City is conveying to Developer, and shall be paid by the Developer to the City at the Closing in cash or by electronic wire.

3. Representations and Warranties of the Developer: To induce the City to enter into this Transfer Agreement, the Developer represents and warrants to the City as follows:

(A) Due Organization: Developer is a public body corporate and politic duly organized and validly existing under the laws of the State of South Carolina, and is duly qualified and authorized to conduct business in the State of South Carolina with full corporate power to execute, deliver and perform the obligations and transactions contemplated in this Transfer Agreement.

(B) Due Authorization: The Developer and any officer, member, manager or partner executing this Transfer Agreement has full power, authority, and legal right to enter into this Transfer Agreement and to carry out the provision of this Transfer Agreement according to the terms hereof. The Developer has duly authorized the execution and delivery of this Transfer Agreement, and no other action of the Developer is requisite to the execution and delivery of this Transfer Agreement. No consents or approvals are required to be obtained from any Legal Authorities (as that term is defined in Exhibit F, attached hereto and incorporated herein by reference) for the execution and delivery of this Transfer Agreement.

(C) Violation of Other Agreements: The execution of this Transfer Agreement and the performance of the Developer pursuant to this Transfer Agreement does not and shall not (i) violate any provision of law or its organizational documents, or (ii) result in a breach of, constitute a default under, require any consent under, or result in the creation of any

lien, charge, or encumbrance upon any property of the Developer pursuant to any instrument, order, or other agreement to which the Developer is a party or by which the Developer, or any of its property is bound.

4. **CLOSING.** Unless otherwise agreed by the Parties in writing, the closing on the City Parcels (the “**Closing**”) shall take place on or before the date that is thirty (30) days after the end of the Due Diligence Period. Subject to the foregoing, the Closing shall take place in Charleston County, South Carolina, at a time, date and place mutually agreed to by the City and the Developer.

5. **POSSESSION.** The City shall give Developer possession of the City Parcels at the Closing, provided title has passed.

6. **TITLE.** At the Closing, the City shall convey all of its right, title and interest in and to the City Parcels by a Quit Claim Deed (the “**Deed**”), duly executed with revenue stamps in the proper amount affixed thereto. The Deed shall be delivered subject to the following:

- (A) The Affordable Rental Housing Restrictive Covenant Agreement, the form of which is set forth on Exhibit B attached hereto and incorporated herein by reference (the “**Rental Restrictions**”), which instrument shall be executed by the Developer and the City and recorded in the RMC Office for Charleston County prior to the Deed;
- (B) The Single Family Affordable Housing Restrictive Covenants, the form of which is set forth on Exhibit C attached hereto and incorporated herein by reference (the “**Sale Restrictions**”), which instrument shall be recorded in the RMC Office for Charleston County prior to the Deed;
- (C) The fully executed Development Agreement; in that regard, the Deed shall include language stating that the conveyance is subject to City’s right, but not obligation, to repurchase the City Parcels pursuant to the Development Agreement for the consideration of \$100.00, in the event that Developer fails to complete construction or otherwise comply with the terms set forth in the Development Agreement; provided, however, that if the City chooses to exercise said repurchase option, it will assume Developer’s outstanding construction financing relating to the Redevelopment. so long as such financing does not contain a prepayment penalty.
- (D) The list of permitted exceptions on Exhibit E (attached hereto and incorporated herein by reference, hereinafter the “**Permitted Exceptions**”); and
- (E) Such other matters as otherwise agreed to in writing by the City and the Developer.

Additionally, the Developer hereby acknowledges that the City Parcels, save and excepting any Future Parcels, will be conveyed to Developer subject to that certain Voluntary Cleanup Contract by and between the City and South Carolina Department of Health and Environmental Control (“**DHEC**”) Voluntary Cleanup Contract 11-6027-NRP dated September 23, 2011 (the “**VCC**”). The Developer shall,

at its sole cost and expense, have the VCC amended so that the VCC includes all of the parcels within the Redevelopment, including all of the Future Parcels. Developer shall be responsible for (i) the preparation of a management plan, typically referred to as a Site Management Plan or Soil Management Plan, for management of contaminated soils and/ or groundwater disturbed during construction of the Redevelopment, and (ii) Developer's receipt of a certificate known as a Certificate of Completion for the VCC from DHEC. The City shall use commercially reasonable efforts to cooperate with the Developer in such endeavor.

7. CLOSING COSTS. The City shall be responsible for the fees and expenses of the City's attorneys, the fees for the preparation of the Deed, the fees or taxes for documentary stamps due with respect to the Deed, and any other costs and expenses actually incurred by the City. The Developer shall be responsible for all other closing costs.

8. DUE DILIGENCE PERIOD. As used herein, the term "*Due Diligence Period*" shall mean the period beginning on the Effective Date and ending on the date that is six (6) months thereafter. Notwithstanding the foregoing, by authorizing this Transfer Agreement, City Council authorizes the Mayor of the City to grant the Developer one (1) extension of the Due Diligence Period for up to six (6) months.

(A) Activities during Due Diligence Period. During the Due Diligence Period:

i. Developer shall work to determine the final pricing of the Redevelopment, identity of contractors, architects and other professionals, and scope and design of the Redevelopment, as well as to determine all site design issues and the location and availability of access and utility easements serving the Redevelopment (all of the foregoing being subject to the City's final approval (which may be withheld in City's sole discretion);

ii. Developer shall work with a licensed surveyor to create the final form of Plat showing the City Parcels to be recorded at Closing and referred to in the Deed conveying the Property;

iii. Developer shall have the right: (A) to verify, inspect, investigate and review, City's documentation of any covenants, conditions and restrictions and other exceptions of title of record, and including, without limitation, documentation regarding any and all leases, cross-easements and other agreements affecting the property (including terms, conditions and assignability of the foregoing), (B) to verify, inspect, investigate and review, the condition of title to the property and the Plat, (C) to physically inspect the property including engineering investigation, (D) to conduct a valuation appraisal of the property, (E) to verify, inspect, investigate and review, environmental condition of the Property (including conducting a Phase I Environmental Assessment (the "*Phase I*") and if recommended by the Phase I, but only upon the written consent of the City, which the City may withhold in its sole and absolute discretion, a Phase II Environmental Report (the "*Phase II*"), (F) to verify, inspect, investigate and review, any and all other documentation or evidence relating to the ownership, value, construction, income, expense, operation, leasing, options and maintenance and repair of the Property (G) to go onto the property (or allow its agents, employees or contractors to go onto the Property), as Developer deems necessary, in connection with any of the foregoing, and (H) to conduct the Pre-Closing Work described

in, and subject to the terms contained in, Exhibit G attached hereto and incorporated herein by reference (A through E above, the “*Developer’s Inspection Activities*”). City shall cooperate with Developer in connection with Developer’s Inspection Activities.

(B) Mutual Right of Termination; Execution of Satisfactory Due Diligence Letter.

i. If for any reason whatsoever either party determines in its sole and absolute discretion that the transaction is unsuitable for its purposes and delivers written notice to the other Party prior to expiration of the Due Diligence Period (as the same may be extended) that it has elected to terminate this Agreement, this Agreement shall automatically terminate, be null and void and neither Party shall have any rights or obligations under this Agreement except such rights and obligations as are expressly stated to survive an early termination of this Agreement.

ii. In the event neither party elects to terminate in accordance with Section 8(B)(i) prior to expiration of the Due Diligence Period, the Parties shall execute and deliver a letter or similar agreement (the Mayor being specifically authorized hereby in such regard)(the “*Satisfactory Due Diligence Letter*”) acknowledging and agreeing that:

A. the Plat is in final form and that the parties shall diligently pursue having the same recorded in the RMC Office for Charleston County on or before Closing; and

B. provided all contingencies are satisfied, the Parties shall close in accordance with this Transfer Agreement.

(C) City’s Acquisition of the Future Parcels. During the initial ninety (90) days of the Due Diligence Period:

i. City shall use commercially reasonable efforts to obtain contracts to purchase the Future Parcels. Developer hereby acknowledges and agrees that, as of the Effective Date, the City has not entered into any such contracts to purchase the Future Parcels. In the event the City secures a contract to purchase one or more of the Future Parcels prior to Closing, so long as the City agrees to fund the purchase, the Developer agrees to accept an assignment of the contract to purchase and close on such contract to purchase, and each such Future Parcel shall be included in the definition of “City Parcels” for purposes of this Transfer Agreement. In the event the City secures a contract to purchase one or more of the Future Parcels after Closing, so long as the City agrees to fund the purchase, the Developer agrees to accept an assignment of the contract to purchase and close on such contract, and each such Future Parcel shall be subject to the terms of the Development Agreement to be executed by the Parties as contemplated herein. If the City has not obtained contracts to purchase the Future Parcels on or before the expiration of the initial ninety (90) days of the Due Diligence Period, either Party may deliver written notice to the other Party prior to such date, that it has elected to terminate this Agreement, and this Agreement shall automatically terminate, be null and void and neither Party shall have any rights or obligations under this Agreement except such rights and obligations as are expressly stated to survive an early termination of this Agreement. If this Agreement is not so terminated, the Parties shall proceed to consummate the transaction as contemplated by this Agreement.

9. CONTINGENCIES. The obligations of the Parties hereunder as to the City Parcels shall be subject to the fulfillment on or before the Closing, of each of the following conditions:

- (A) The representations and warranties of the Developer contained in this Transfer Agreement and otherwise made by or on behalf of the Developer shall be true and correct in all material respects on and as of the date of the closing of the City Parcels.
- (B) Approval by the City's Department of Public Service and the City Project Manager (as defined in the Development Agreement), and recordation in the RMC Office for Charleston County, of the Plat depicting the City Parcels.
- (C) Satisfaction of each of the conditions precedent to Closing as set forth in the Redevelopment Contingencies Addendum attached to this Transfer Agreement as Exhibit F and made a part hereof.
- (D) The South Carolina Department of Transportation ("**SCDOT**") releasing the property to be conveyed pursuant to this Agreement, from the Restrictive Covenants reserved on behalf of the SCDOT in the various deeds conveying said property to the City, all in a form and manner acceptable to the City.
- (E) Execution and delivery by the City and/or Developer (as applicable) of the Security Instrument (as that term is defined in the Development Agreement), in final form.

If the above contingencies are not satisfied by the prescribed time for Closing, then either the Developer or the City shall have the option, in its sole discretion, to terminate and cancel this Transfer Agreement. Furthermore, if the above contingencies are not satisfied and Developer and City determine to proceed to close on the City Parcels, then each that has yet to be met or fulfilled under this Transfer Agreement shall survive the closing of the City Parcels.

10. PRORATIONS. All ad valorem taxes due with respect to the City Parcels for the calendar year of the closing shall be prorated between the Developer and the City as of the date of Closing. If the actual amount of such taxes is not known as of such date, the proration at the closing shall be on an equitable basis and shall be based on the most current and accurate billing information available. All prorations at closing shall be final.

11. AGENTS/ BROKERS. The City and the Developer hereby acknowledge, confirm and agree that no real estate agent or broker is involved in this transaction and, further, that no commissions are or shall be due and/ or payable to any real estate agent or broker as a result of this Transfer Agreement and the closing(s) contemplated hereby.

12. RISK OF LOSS OR DAMAGE. In case the City Parcels, or any improvement thereon, is destroyed wholly or partially by fire or other casualty prior to the Closing and delivery of the Deed, then the City or the Developer shall have the option of terminating this Transfer Agreement. In the event

either party elects to terminate this Transfer Agreement, then the terminating party must give the non-terminating party written notice of such termination. In the event that none of the parties elects to terminate this Transfer Agreement as a result of such damage or destruction, then the City shall be entitled to retain and keep any insurance proceeds payable on account of the damage or destruction unless the parties otherwise agree in writing.

13. DEFAULT AND REMEDY. In the event of a breach of this Transfer Agreement, the non-breaching Party shall have all rights and remedies afforded under South Carolina law, including, without limitation, the right of specific performance, and the breaching Party shall be liable to reimburse the non-breaching Party for reasonable attorney's fees and all expenses incurred in enforcing any provisions hereof.

14. NOTICES. Any notice, demand, or communication called for hereunder shall be in writing, shall be signed by the party giving same, and shall be given, served, or delivered either in person, or by first-class, certified mail, return receipt requested, postage prepaid, or by Federal Express (or other nationally recognized overnight courier), return receipt requested, with postage or delivery charge prepaid, and if to the Developer, addressed to the Developer at the Developer's mailing address set forth below in this Section, and if to the City, addressed to the City's mailing address set forth in this Section, or to such other address as either party may designate by written notice to the other. Any and all such notices, demands or other communications addressed to the Developer shall be deemed to be given to and received by the Developer on the date of delivery if personally delivered, and two (2) days after the date of mailing if mailed as aforesaid, and one (1) day after it was placed with the overnight courier as aforesaid. Any and all such notices, demands or other communications addressed to the City shall be deemed to be given to and received by the City on the date of delivery if personally delivered, and two (2) days after the date of mailing if mailed as aforesaid, and one (1) day after it was placed with the overnight courier as aforesaid, to the City's Clerk of Council, to the Director of the City of Charleston's Department of Housing and Community Development, and to Corporation Counsel for the City, whichever date is later. Such notices, demands or other communications shall be addressed as follows:

If to the Developer:

Housing Authority of the City of Charleston
550 Meeting Street
Charleston, South Carolina 29403
Attn: Donald J. Cameron, President/ Chief Executive Officer

Copy to: Oberman and Oberman, Attorneys
60 Markfield Drive, Suite 2
Charleston, South Carolina 29407

If to the City:

The City of Charleston
Attention: Clerk of Council
City Hall
80 Broad Street
Charleston, South Carolina 29401

Copy to: The City of Charleston
Department of Housing and Community Development
Attention: Geona Shaw Johnson
P.O. Box 304-29402
Charleston, South Carolina 29402

City of Charleston
Attention: Corporation Counsel
Legal Department
50 Broad Street
Charleston, South Carolina 29401

15. MISCELLANEOUS.

(A) Successors. This Transfer Agreement shall inure to the benefit of and shall be binding upon the respective heirs, personal representatives, successors and assigns of the parties hereto.

(B) Governing Law. This Transfer Agreement is being made in South Carolina and shall be construed and enforced in accordance with the laws of South Carolina.

(C) Survival. This Transfer Agreement and the provisions hereof shall survive the Closing of the City Parcels and shall not be merged by the City's execution and delivery to the Developer of the Deed or the recording thereof.

(D) Severability. Wherever possible, each provision of the Transfer Agreement shall be interpreted in such manner as to be effective and valid under applicable law, and such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Transfer Agreement.

(E) Waiver of Breach. The failure or delay of any party to insist upon compliance with any provision hereof shall not operate as and is not to be construed to be a waiver or amendment of the provision or of the right of the aggrieved party to insist upon compliance with such provision or to take remedial steps to recover damages or other relief for noncompliance. Any express waiver of a breach of any provision of this Transfer Agreement shall not operate and is not to be construed as a waiver of any other or subsequent breach, irrespective of whether occurring under similar or dissimilar circumstances.

(F) Entire Agreement. This Transfer Agreement embodies the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings relating to such subject matter. No provision hereof shall be changed orally, and no change or attempted waiver of any provision hereof shall be binding unless in writing and signed by the party against whom the same is sought to be enforced. The masculine pronoun, when used herein, shall include the feminine and neuter pronoun, if applicable, and the singular shall include the plural, if applicable.

(G) Counterparts. This Transfer Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument.

(H) Days; Dates. Unless otherwise specified herein, all references to day or days in this Transfer Agreement shall mean a calendar day or calendar days. If any date set forth in this Transfer Agreement or computed pursuant to this Transfer Agreement falls on a Saturday, Sunday, or national or South Carolina holiday, such date shall be deemed automatically amended to be the first business day following such weekend day or holiday.

(I) INTENTIONALLY OMITTED

(J) **TIME IS OF THE ESSENCE. TIME IS OF THE ESSENCE AS TO ALL TERMS AND CONDITIONS OF THIS TRANSFER AGREEMENT.**

(K) THIS IS A LEGALLY BINDING AGREEMENT. THE DEVELOPER ACKNOWLEDGES AND AGREES THAT HAYNSWORTH SINKLER BOYD, P.A. IS SERVING AS THE CITY'S ATTORNEY IN THIS TRANSACTION AND DOES NOT REPRESENT THE DEVELOPER. THE DEVELOPER FURTHER ACKNOWLEDGES AND AGREES THAT THE DEVELOPER HAS BEEN ADVISED BY THE CITY AND THE CITY'S ATTORNEYS TO SEEK ASSISTANCE FROM INDEPENDENT LEGAL COUNSEL PRIOR TO THE DEVELOPER'S EXECUTION OF THIS AGREEMENT.

(L) Effect of this Amended and Restated Transfer and Development Agreement. For the avoidance of doubt, this Amended and Restated Transfer and Development Agreement replaces and supersedes in full the Original T&D Agreement.

(M) Recitals. The recitals are incorporated herein by reference and shall be deemed to be a part of this Transfer Agreement.

*****Remainder of Page Intentionally Left Blank*****

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be executed on the Effective Date.

WITNESSES:

Witness 1

Witness 2

CITY:

CITY OF CHARLESTON

By: _____
John J. Tecklenburg

Its: Mayor

DEVELOPER:

HOUSING AUTHORITY OF THE CITY OF CHARLESTON

By: _____
Donald J. Cameron

Its: Chief Executive Officer

Witness 1

Witness 2

**EXHIBIT A
TO
TRANSFER AND DEVELOPMENT AGREEMENT**

[see Plat attached.]

**EXHIBIT B
TO
TRANSFER AND DEVELOPMENT AGREEMENT**

Form of Affordable Rental Housing Restrictive Covenant Agreement

[see attached.]

**EXHIBIT C
TO
TRANSFER AND DEVELOPMENT AGREEMENT**

Form of Declaration of Transfer Restrictions

[see attached.]

**EXHIBIT D
TO
TRANSFER AND DEVELOPMENT AGREEMENT**

Form of Development Agreement

[see attached.]

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (hereinafter the "*Development Agreement*") is made and entered into as of the _____ day of _____, 2016 (the "*Effective Date*"), by and between the CITY OF CHARLESTON, a South Carolina municipal corporation (the "*City*"), and HOUSING AUTHORITY OF THE CITY OF CHARLESTON (the "*Developer*") (each, a "*Party*," and together, the "*Parties*").

WHEREAS, simultaneously with the execution and delivery hereof, City has conveyed, or shall convey to Developer, two (2) parcels of real property located in the City of Charleston in the vicinity of the southern intersection of Lee Street and Nassau Street, designated as Parcel A ("*Parcel A*") and Parcel J ("*Parcel J*," and together with Parcel A, the "*City Parcels*") on the plat attached hereto as Exhibit A (the "*Plat*"), all in accordance with the terms of that certain Amended and Restated Transfer and Development Agreement dated of even date herewith between the Parties (the "*Transfer Agreement*");

WHEREAS, in the event that the City has (i) obtained contracts to purchase additional parcels in the vicinity of the City Parcels (each, a "*Future Parcel*," and collectively, the "*Future Parcels*"), and (ii) assigned such contracts to Developer, each such Future Parcel shall be included in the definition of "City Parcels" for purposes of this Development Agreement;

WHEREAS, under the terms of the Transfer Agreement, the Parties agreed to enter into this Development Agreement to provide for the terms and conditions by which Developer shall redevelop the City Parcels so that the Developer may (i) sell a portion of the properties to buyers earning no more than 120% of the Area Median Income established and published by HUD as hereinafter defined, and (ii) lease a portion of the properties to renters earning no more than 150% of the Area Median Income, all as more specifically contemplated herein (the "*Redevelopment*");

WHEREAS, subject to, and as more particularly set forth in, this Agreement, the Parties intend that the costs to be incurred by the Developer in connection with the Redevelopment, shall be paid by the Developer; provided, however, that upon the satisfaction of the terms and conditions set forth herein, the City shall be responsible for providing \$2,000,000.00 to the Developer for the Redevelopment in accordance with the terms and conditions of this Development Agreement;

WHEREAS, the City and Developer now wish to enter into this Development Agreement for the purpose of more particularly setting forth the terms and conditions by which the Redevelopment shall be performed.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE I – DEFINITIONS

Section 1.1 Defined Terms. In addition to the terms defined in the Recitals and elsewhere herein, the following terms shall have the meanings specified herein:

“Applicable Requirements” shall mean, collectively, all requirements contained in this Agreement, the Construction Documents, all City standards and requirements for public improvements, and all applicable and duly enacted federal, state, county and City laws, codes, ordinances, rules, regulations, approvals, and permits including all applicable fair housing and disability law requirements (all as may have been modified by any documents applicable to the Property, including without limitation the Development Agreement).

“Certificate of Occupancy” means a final certificate of occupancy executed and delivered by any and all necessary governmental authorities.

“City Project Manager” shall mean the individual appointed by the City who is responsible for coordinating the City’s rights and obligations under this Agreement and who is responsible for reviewing designs and plans, inspecting construction and determining satisfaction of project requirements and for coordinating all City responses to Developer’s applications for City consents and approvals contemplated hereby, for assisting Developer with the application and review process for City permits and for obtaining timely and unified City responses to Developer’s requests for approvals, permits and consents. Initially, the City has appointed Michael Kiefer, with a notice of address of 75 Calhoun Street, Suite 3200, Charleston, SC 29401, as the City Project Manager; but City reserves the right to change such designation at any time by letter of the Mayor.

“Construction Documents” shall mean, collectively, the Plans, and all construction budgets, engineering reports, Design Professional contracts, construction management agreements, supply contracts, construction contracts, project schedules, and other documentation pertaining to the design, equipping, and construction of the Redevelopment (but not including any construction financing documents with third party construction loan lenders, if any), each as may be amended from time to time in accordance herewith.

“Construction Funds” shall have the meaning set forth in Section 2.1 of this Agreement.

“Design Professional” means the design professional who Developer designates to the City in writing as such and certifies is a properly licensed architect and/ or engineer engaged by the Developer to design the plans for the Redevelopment.

“Disbursement Request” has the meaning set forth in Section 3.2 of this Agreement.

“Redevelopment Costs” means costs actually incurred by the Developer and approved by the City Project Manager in performing the Redevelopment.

“*Plans*” shall mean the final plans and specifications for the Redevelopment, including all drawings and design calculations, prepared by the Design Professional and attached hereto as Exhibit B.

“*Redevelopment Schedule*” has the meaning set forth in Section 2.4 of this Agreement.

“*Substantial Completion*” or “*Substantially Complete*” means the issuance of a Certificate of Occupancy and execution of a letter by the City Project manager granting final approval of the Redevelopment. Anything contained herein to the contrary notwithstanding, the granting of final approval shall not constitute final approval or acceptance of defective work, and shall not waive any rights or warranties available to City hereunder, at law or in equity.

ARTICLE II – CONSTRUCTION REQUIREMENTS

Section 2.1 Duty to Construct. The Developer shall perform or cause the performance of all of its obligations hereunder to construct the Redevelopment and shall conduct all operations with respect to the construction of the Redevelopment in a good, workmanlike, and commercially reasonable manner. The Developer shall prepare all necessary bid documents and bid the construction of the Redevelopment (the “*Construction Bid*”), in accordance with Applicable Requirements. The Developer shall retain at all times adequate staff or consultants to administer and coordinate all work related to the design, engineering, acquisition, construction, and installation of the Redevelopment. Subject to the terms hereof, the City shall make available \$2,000,000.00 to Developer to defray a portion of the Redevelopment Costs (the “*Construction Funds*”). Subject to delays due to *force majeure*, the Developer shall commence construction of the Redevelopment on or about December 31, 2017 and complete construction on or about December 31, 2019. It is anticipated that the Construction Funds shall be provided to Developer on or about the date that construction is commenced; provided, however, that the City shall have no obligation to provide the Construction Funds to Developer prior to January 31, 2018.

Section 2.2 Compliance with Applicable Requirements. The Developer shall construct the Redevelopment in accordance with all Applicable Requirements. The Developer shall obtain all necessary permits and approvals prior to commencing construction of the Redevelopment, and promptly thereafter shall commence and diligently pursue the completion of the Redevelopment in accordance with all Applicable Requirements.

Section 2.3 Plans. At any time prior to Substantial Completion, the Developer and/ or the Design Professional shall provide amendments to the Plans so that the Plans comply with Applicable Requirements if it is reasonably determined by the City that any such Plans do not comply and the City Project Manager determines such amendments would not materially impact the character or utility of the Redevelopment. Upon request, Developer shall promptly provide to the City copies of the Plans as required by the City’s building codes and requirements and one reproducible copy of the approved Plans, which shall become the property of the City, at no cost to the City.

Section 2.4 Completion. The Developer shall Substantially Complete the Redevelopment, and shall complete each component thereof, within the applicable period of time as set forth in the Project Schedule attached hereto as Exhibit C (the “*Project Schedule*”).

Section 2.5 Independent Contractor. In performing this Agreement, the Developer is an independent contractor and not the agent or employee of the City. The City shall not be responsible for making any payments to any contractor, subcontractor, agent, consultant, employee, or supplier of the Developer but shall be responsible to fund amounts to the Developer in accordance with this Agreement, unless otherwise directed in writing by the Developer to directly fund to Developer’s contractor.

Section 2.6 Redevelopment Budget; Schedule of Values. The initial cost budget estimate to complete the Redevelopment is set forth on Exhibit D attached hereto, together with the project breakdown for each applicable component. The initial budget estimates for the Redevelopment set forth on Exhibit D hereto may be amended upon mutual agreement from time to time to reflect increases, decreases, or reallocations. Attached hereto is an initial cost breakdown prepared by Developer allocating values to various portions of the Redevelopment by each trade and division of the work (the “*Schedule of Values*”). Upon request, the Schedule of Values shall be supported by any additional data to substantiate its accuracy as the City may reasonably require. The Schedule of Values with trade payment breakdown provides sufficient detail to identify sections of the Redevelopment by convenient or meaningful units.

Section 2.7 Indemnity. Except to the extent arising out of the negligence or failure of the City to meet any of its obligations hereunder, the Developer shall cause its General Contractor to indemnify the City, its Council members, staff, officers, employees, agents, successors and assigns (including, written limitations, the City Project Manager) and hold them harmless from and against any and all liabilities, losses, damages, claims, costs and expenses, interest, awards, judgments, liens and penalties (including, without limitation, reasonable attorneys’ fees and expenses) which they may incur, suffer to be required to pay or defend, settle or satisfy, to the extent arising out of or relating to the Redevelopment or the Developer’s breach of any provision of this Agreement (or any other agreement), including but not limited to all costs (including attorneys fees) relating to the City’s efforts to enforce the provisions of any payment or performance bonds provided by the Developer.

Section 2.8 Reserved.

Section 2.9 Warranty. Developer warrants to the City that (a) all materials and equipment furnished shall be of good quality and new (unused) unless otherwise permitted by this Agreement or unless the City approves of reasonable substitutes presented by the Developer in writing; and (b) that the work shall be of good quality, free from faults and defects and in conformance in all material respects with this Agreement, any amendments hereto, and the Construction Documents.

Developer shall require each of its general contractors with respect to the Redevelopment to provide a warranty substantially equivalent to the foregoing warranty for the benefit of the Developer and the City.

Section 2.10 Contractors. All contractors to perform work on the Redevelopment shall be selected by Developer.

Section 2.11 Notice of Project Commencement. Developer shall require its general contractors to file a Notice of Project Commencement in accordance with the provisions of South Carolina Code Ann. §29-5-23 prior to the commencement of the Redevelopment.

Section 2.12 Affordability Requirements. Developer shall provide approximately sixty (60) housing units (the “Units”), which shall be developed and constructed on the City Parcels and made affordable to end buyers and tenants in the following manner:

<u>Category of Unit</u>	<u>Number/ Type of Units</u>	<u>Affordability Parameters</u>
Rental unit	25/ 1 bedroom	Targeted to elderly households earnings no more than 30% to 50% of the Area Median Income
Rental Unit	5/ 2 bedrooms	Very Low Income – Targeted to households earning not more than 30% to 50% of the Area Median Income
Rental Unit	5/3 bedrooms	Very Low Income – Targeted to families earning no more than 30% to 50% of the Area Median Income
Rental unit	20/ 2 bedrooms	Workforce Housing – Targeted to households earnings not more than 150% of the Area Median Income
Owner-occupied unit	5/ 3-bedroom	Targeted to households earning not more than 120% of the Area Median Income

As used herein, the term “*Area Median Income*” shall mean and have reference to the median family income for the Charleston-North Charleston Metropolitan Statistical Area as established and published by the United States Department of Housing and Urban Development. The City Parcels shall be subject to the Rental Restrictions (as defined in the Transfer Agreement) and the Sale Restrictions (as defined in the Transfer Agreement), which restrictions shall run with the land.

Section 2.13 Miscellaneous Development Considerations.

2.13.1 Final Survey. The Developer shall undertake and cause to be prepared, at its sole expense, a final, recordable survey and plat of the City Parcels, and said survey shall depict the Redevelopment in such detail as to (i) aid the Parties in drafting the relevant legal boundary descriptions, (ii) show any and all utility and sewer easements and on the ground structures and devices that shall or could pose construction issues, and (iii) show all existing piles and pile caps on the City Parcels that cannot be removed and that may pose construction issues for the City Parcels. The City shall, to the extent practicable, supply personnel and expertise and shall cooperate with the Developer's personnel and contractors hired by the Developer to finalize conceptual plans, construction plans, and aid in shepherding the housing development from inception to final occupancy. The Developer hereby acknowledges that the City's Design Review Committee, Technical Review Committee and all other applicable boards and commissions shall have jurisdiction over the Redevelopment.

2.13.2 Piles and Pile Caps. The Parties anticipate that the existing Cooper River Bridge piles and pile caps located on the City Parcels shall not be relocated.

2.13.3 Voluntary Cleanup Contract. The Developer hereby acknowledges that the City Parcels are subject to that certain Voluntary Cleanup Contract by and between the City and South Carolina Department of Health and Environmental Control ("**DHEC**") Voluntary Cleanup Contract 11-6027-NRP dated September 23, 2011 (the "**VCC**"). Developer may elect to add Future Parcels (as applicable) to the VCC in its sole discretion. Developer shall be responsible for (i) the preparation of a management plan, typically referred to as a Site Management Plan or Soil Management Plan, for management of contaminated soils and/ or groundwater disturbed during construction of the Redevelopment, and (ii) Developer's receipt of a certificate known as a Certificate of Completion for the VCC from DHEC. The City shall use commercially reasonable efforts to cooperate with the Developer in such endeavor.

2.13.4 Construction of New Stormwater Drainage System. The Developer shall be responsible for designing and constructing a new stormwater drainage system, which shall meet all stormwater regulatory requirements applicable to the real property comprising the Redevelopment. Such system may include the installation of one or more apparatuses designed to manage the water runoff of the Redevelopment and act a water retention system for the Redevelopment (the "**New Drainage System**"), all as more particularly contemplated in that certain report entitled "Foundation Exploration Engineering Studies and Analyses for Proposed Grace Bridge Neighborhood, Housing Project, Lee and Nassau Streets, Charleston, South Carolina" prepared by Soil Consultants, Inc. and dated May 26, 2016 (the "**Engineering Report**"). The New Drainage System will tie into the existing drainage system located within the Drainage Easement. The Developer acknowledges that the City's public service engineer must review and approve the design and cost allocation of the New Drainage System prior to Developer or Developer's contractor commencing with such construction work. The City shall be responsible for

reimbursing the Developer for the cost of the New Drainage System up to an amount of \$300,000 (the “*Drainage System Funds*”). Reimbursement for costs associated with New Drainage System are in addition to the \$2,000,000.000 made available by the City to the Developer to defray Redevelopment Cost of the project as referenced in Section 2.1 Duty to Construct. The Developer (or Developer’s General Contractor upon written directive by Developer) shall be entitled to receive from the City disbursements of the Drainage System Funds within thirty (30) days of delivering to the City a Drainage System Disbursement Request. As used herein, the term “*Drainage System Disbursement Request*” shall mean a written request from the Developer or Developer’s contractor which shall be in identical form as a Disbursement Request (as hereinafter defined).

2.13.5 Construction of Bike Path. The Developer hereby acknowledges and agrees that it shall be responsible for the cost and construction of the basic elements and landscaping of the twenty foot (20’) bike path that has been proposed over some or all of the parcels in the Redevelopment (the “*Bike Path*”). Further, the Developer agrees that the plans for the construction of the Bike Path shall be included in the Plans.

2.13.6 Construction of Alleyway. The Developer hereby agrees to work with the owner of three adjacent properties, Meeting Street 13, LLC, a South Carolina limited liability company (the “*Adjacent Landowner*”), and to convey an easement, up to ten (10) feet in width, to allow for the construction of an alleyway between Parcel A and the three properties owned by Adjacent Landowner. The alleyway shall run parallel to Meeting Street, from Lee Street to Cooper Street.

ARTICLE III – DISBURSEMENT REQUEST

Section 3.1 Disbursement of Construction Funds. The Developer (or Developer’s contractor upon written directive by Developer) shall be entitled to receive from the City the disbursement of the Construction Funds. The City shall disburse the Construction Funds to the Developer pursuant to Section 3.4 herein below following receipt of (i) written notice that Developer has entered into the Construction Contract (as defined in the Transfer Agreement), and (ii) an approved Disbursement Request. Additionally, the Developer shall give written notice to the City at least thirty (30) days prior to the date that the Developer estimates the Construction Contract will be finalized and in accordance with Section 2.1 hereinabove.

Section 3.2 Disbursement Request. When the Developer seeks the aforementioned disbursement, the Developer shall deliver to the City an application for payment on Standard AIA forms acceptable to the City Project Manager, together with the information and documentation required pursuant to the applicable sections of Article IV hereof as applicable for such Disbursement and, in all cases, the following documentation in form and content reasonably satisfactory to the City (collectively, a “*Disbursement Request*”):

3.2.1 Design Professional's Certificate. A certificate from the Design Professional that the work proposed to be performed on the City Parcels is substantially consistent with the Plans and all other Applicable Requirements; and

3.2.2 Construction Contract. A fully executed construction contract by and between the Developer and Developer's general contractor requiring the general contractor to perform and complete the construction of the Redevelopment.

3.2.3 Other Information. Such other information, certificates, inspections, opinions and reports as may be reasonably requested by the City for the purposes of confirming that the Disbursement being used for the purpose intended.

Section 3.3 City's Approval. Within six (6) business days following the City's receipt of a Disbursement Request or re-submittal of a revised Disbursement Request (excepting Saturdays, Sundays, and legal public holidays), the City Project Manager shall provide to the Developer its written notice of approval or rejection, as the case may be, of the Disbursement Request. In the event that the City Project Manager rejects a Disbursement Request, the City Project Manager shall provide to Developer a specific explanation of the reason for rejection and the requirements to remedy the deficiency.

Section 3.4 Payment of Disbursement Request. Within six (6) business days following the City's receipt of a satisfactory Disbursement Request and provided that all of the applicable conditions precedent as set forth in Article IV have been met, the City shall issue its approval for such Disbursement Request and direct to disburse such amount set forth in the Disbursement Request within fifteen (15) business days, provided, however, City shall make reasonable efforts to process and make such payments sooner. The City shall have no obligation to approve a Disbursement Request unless all of the conditions set forth in this Article III and the applicable conditions set forth in Article IV have been satisfied; provided, however, the City Project Manager may waive Developer's satisfaction of any condition from time to time in its sole discretion. Acceptance or approval by the City or any inspector designated by the City of a Disbursement Request or payment made in response to a Disbursement Request shall not constitute final acceptance or approval by the City of defective work.

Section 3.5 Reserved.

Section 3.6 Limited Liability of City. No member of the City Council, the Mayor, the City Project Manager, or any other past, present or future City employee, officer, attorney, agent or representative shall incur any liability hereunder to the Developer or any other party in their individual capacities by reason of their actions hereunder or execution hereof.

Section 3.7 Audit. The City Project or its designee shall have the right, during normal business hours in the Developer's offices (or such other place designated by the parties) and upon the giving of ten (10) days prior written notice to the Developer, to review all books and records of the Developer pertaining to costs and expenses incurred by the Developer with respect to any of the Redevelopment and any bids taken or received for the construction thereof or materials therefor.

ARTICLE IV – CONDITIONS TO DISBURSEMENT

Section 4.1 Conditions Precedent to Disbursement. At least fifteen (15) days prior to the Disbursement Request the Developer shall provide, or shall cause its General Contractor to provide, with respect to the Redevelopment, the City with the following:

4.1.1 **Insurance Requirements.** A certificate of insurance for the Redevelopment naming the City as an additional insured and showing the following types of insurance and in the amounts set forth below, all of which must be from companies with an "A-" rating or better as rated by A.M. Best:

4.1.3.1 **Workers' Compensation Insurance.** Workers Compensation Insurance, as prescribed by applicable law covering all employees of the Developer's general contractor(s) and Employer's Liability coverage of Developer with limits as required by law.

4.1.3.2 **Commercial General Liability Insurance (Primary and Umbrella).** Commercial General Liability Insurance or equivalent with limits of not less than \$10,000,000.00 per occurrence for bodily injury, personal injury, and property damage liability.

4.1.3.3 **Automobile Liability Insurance (Primary and Umbrella).** When any motor vehicle (owned, non-owned and hired) is used in connection with work to be performed in connection with the Redevelopment, the general contractor for such Redevelopment shall provide (or cause to be provided by its subcontractors) Automobile Liability Insurance with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage if such coverage is not maintained by the Developer or its Contractor, as applicable.

4.1.3.4 **Builders Risk Insurance.** When the general contractor for the Redevelopment undertakes any construction in connection with the Redevelopment, including improvements, and/ or repairs, it shall provide, or cause to be provided All Risk Builders Risk Insurance at replacement cost for materials, supplies, equipment, machinery, and fixtures that are or shall be part of the Redevelopment.

4.1.3.5 Contractor's Pollution Liability.

When any environmental remediation work is performed in connection with the Redevelopment which may cause a pollution exposure, Contractor's Pollution Liability shall be provided on claims made policy with limits of not less than \$1,000,000.00 insuring bodily injury, property damage and environmental remediation, cleanup costs and disposal. The City shall be named as an additional insured or loss payee as applicable with respect to such coverage.

4.1.2 Environmental. Evidence reasonably satisfactory to the City that any environmental contamination located within the improvements located or to be located on the Redevelopment either is, or shall be, remediated, contained, or otherwise addressed in a manner as required under state and federal laws and regulations to permit the use of such land for its intended purpose. Such evidence of environmental compliance shall be submitted by Developer to the City, or to City's selected consultant, as directed by the City. For the avoidance of doubt, Developer hereby acknowledges that it will comply with the VCC, and it will be responsible for (i) preparing a management plan, typically referred to as a Site Management Plan or Soil Management Plan, for management of contaminated soils and/ or groundwater disturbed during construction of the Redevelopment, and (ii) obtaining of a certificate known as a Certificate of Completion for the VCC from DHEC.

4.1.3 Compliance with Requirements; Permits. A certificate of the Developer's Design Professional that the Redevelopment and the land on which it is located shall comply with all Applicable Requirements and that all permits necessary for construction have been obtained for the Redevelopment or can be obtained in the ordinary course.

4.1.4 Construction Documents. Copies of the Construction Documents, including the Plans for the Redevelopment, and a certificate from the Design Professional that the Plans are in compliance with all applicable laws, zoning and other ordinances, rules, regulations, and restrictions affecting the performance of such work, and a completion and draw schedule and a breakdown of direct and indirect costs of the work on which all payment requests by the Developer shall be based. The Developer shall not modify or amend any of the Construction Documents without the prior written consent of the City, which consent shall not be unreasonably withheld, provided that the Construction Documents shall be amended as reasonably required to comply with any approved changes to the Plans or otherwise as reasonably requested by Developer with respect to change orders.

4.1.5 Collateral Assignment of Contracts. A collateral assignment of the Construction Documents applicable to the Redevelopment in favor of the City, all of which shall be reasonably acceptable to the City as to form and content, together with all necessary consents from the Design Professional and general contractor.

4.1.6 Notice of Project Commencement. Notice of Project Commencement with proof of filing as required under Section 2.11 hereof.

4.1.7 Representations True. All representations and warranties of the Developer under this Agreement and all other agreements delivered by the Developer in connection with this Agreement for the benefit of the City shall be true and correct in all material respects as of the date of the payment.

4.1.8 No Defaults. The Developer shall not be in default under the terms of this Agreement or any of the Construction Documents, or any other related agreement with or for the benefit of the City not cured within the time provided herein or therein, and no event shall exist which, by notice, would constitute an event of default by the Developer under the terms of this Agreement.

4.1.9 Compliance. The Developer shall have complied with all agreements and satisfied in all material respects all conditions on its part to be performed or satisfied at or prior to the date of such payment.

Section 4.2 Reserved.

Section 4.3 Reserved.

Section 4.4 Reserved.

Section 4.5 Minority and Women’s Business Enterprise Program. Developer agrees to establish a Minority and Women’s Business Enterprise Program in order to ensure that MBE/WBEs have equal opportunity to participate in the design and construction of the Redevelopment. A MBE is a small business owned and controlled by one or more minority individuals while a WBE is a small business owned and controlled by one or more women. The minority or women must own fifty-one percent (51%) of the business and they must control the management and daily operations of the business in order to qualify. Developer agrees to utilize the goals of the City’s Minority Business Enterprise Program. Goals for the overall project are 20% MBE/WBE combined participation which goals shall be monitored consistent with the MBE Good Faith Effort Program established by the City’s Diverse Supplier Process Improvement Team, pursuant to Section 2-268 of the Code of the City of Charleston entitled, “Plan for the utilization of disadvantaged business enterprises (DBEs) and women business enterprises (WBEs)” as same may be hereafter amended in the development of this project by agreement of the parties. Goals for some individual contracts and procurements may be adjusted depending on the availability of qualified certified MBE/WBEs to perform all or part of the contract.

Section 4.6 Additional Terms or Agreements. The City and Developer agree that they shall execute amendments to this Agreement or other documents as may be reasonably necessary to effectuate this Agreement.

ARTICLE V – CITY’S REVIEW AND INSPECTION RIGHTS;

CONVEYANCE TO THE CITY

Section 5.1 City Project Manager. The City shall designate a qualified individual to act as City Project Manager for the purposes of monitoring the Developer’s construction of the Redevelopment in accordance with all Applicable Requirements and Section 3.3 of this Agreement. The City Project Manager shall coordinate with all city departments in a timely manner in order to ensure that that he or she has the necessary environmental, engineering and other resources readily available to discharge the duties of this position. The City Project Manager shall respond as promptly as reasonably possible to requests for approval and permits from Developer. All inspectors for the City shall, upon entry to the Redevelopment site, check in with the site superintendent or project manager. While on the site, all inspectors for the City shall comply at all times with all applicable safety guidelines required by applicable law and reasonable site safety rules imposed by the Developer’s contractor.

Section 5.2 City Review and Monitoring; Proposed Amendments. The City Project Manager may, in addition to the inspecting Design Professional, monitor the construction of the Redevelopment for compliance with all Applicable Requirements. Provided, however, such review and monitoring shall not impose any liability on the City for compliance of the Redevelopment or any part thereof with any such requirements.

Section 5.3 Reserved.

Section 5.4 Non-Compliance. If in the course of its review of the Redevelopment the City determines that the Developer has failed to construct the Redevelopment in accordance with all Applicable Requirements, the City shall provide specific, written notice of how the Redevelopment does not comply with the Applicable Requirements.

Section 5.5 Failure to Complete. If after commencement of physical work on the Redevelopment, the Developer fails to complete such Redevelopment within the time period provided in the Project Schedule (excluding delays due to *force majeure*), the City may provide specific, written notice of such failure. In the event that the Developer fails to diligently pursue and complete the Redevelopment within sixty (60) days after written notice from the City of such failure (as such date shall be extended if Developer timely commenced such cure and is proceeding with due diligence to complete such cure) (“***Failure to Complete***”), the City shall have, in addition to any other rights and remedies which may be available under this Agreement or at law or in equity, with respect to the Redevelopment the City shall have the right to draw on the Construction Funds, to the extent not already disbursed to Developer, to complete the Redevelopment and reduce the amount of Construction Funds to which the Developer is entitled under this Agreement by the amount necessary to complete such Redevelopment. In connection with the foregoing, in the event of Developer’s Failure to Complete, the City shall additionally have the right, but not the obligation, to cause the Developer to assign all contracts to the City pursuant to Section 6.5 herein below and complete the Redevelopment described herein. For the avoidance of doubt, the City shall in no event be under any obligation to complete the construction of the Redevelopment as allowed in the immediately preceding sentence, and nothing herein shall be deemed to obligate the

City to assume any contract of the Developer or to fulfill Developer's remaining obligations hereunder or under the Construction Documents.

ARTICLE VI – EVENTS OF DEFAULT AND REMEDIES

Section 6.1 Events of Default. The following events shall constitute grounds for the City, at its option, to terminate this Agreement, without the consent of the Developer.

6.1.1 **Bankruptcy.** The Developer shall voluntarily file for reorganization or other relief under any federal or state bankruptcy or insolvency law, or the Developer shall have any involuntary bankruptcy or insolvency action filed against it which is not dismissed within one hundred eighty (180) days, or shall suffer a trustee in bankruptcy or insolvency or receiver to take possession of its assets, or shall suffer an attachment or levy of execution to be made against the property it owns which is not dismissed within one hundred eighty (180) days.

6.1.2 **Stop Work.** The Developer shall for reasons other than *force majeure* or other reasonable causes abandon or substantially suspend construction of the Redevelopment or the Developer abandons the development of the Property in its entirety and such abandonment or suspension is not cured or remedied within thirty (30) days after written demand is made by the City on the Developer or such greater period of time if Developer is proceeding diligently to complete such cure.

6.1.3 **Covenant Default.** The Developer shall breach any material covenant or default in the performance of any material obligation under this Agreement, any of the Construction Documents, or any other agreement with or for the benefit of the City.

6.1.4 **Misrepresentation.** The Developer shall have made any material misrepresentation or omission in any written materials furnished in connection with the Redevelopment or any representation or warranty contained in this Agreement shall have been or shall be untrue or incorrect in any material respect when made or when deemed made.

6.1.5 **Invalidity.** The Developer shall at any time challenge the validity of this Agreement, or any of the documents related thereto, or any of the foregoing shall be deemed invalid, illegal or unenforceable and Developer refuses to enter into such modifications or new agreements as required to establish the validity, legality, or enforceability thereof.

Section 6.2 Right to Terminate. If any such event of default occurs and is not cured within the applicable cure period, the City shall give written notice of its knowledge thereof to the Developer and the Developer agrees to meet and confer with the City or appropriate City staff as to options available to assure timely completion of the Redevelopment. Such options may include, but are not limited to, the termination of this Agreement by the City. If the City elects to terminate this Agreement, the City shall first notify the Developer of the grounds for such termination and allow the Developer a minimum of thirty (30) days to eliminate or mitigate to the satisfaction of the City the grounds for such termination; provided that no cure period shall apply for any voluntary bankruptcy filing listed in Section 6.1.1; and provided that in the event of a default listed

in Section 6.1.2, no additional cure period shall be provided beyond the applicable cure period. Such period shall be extended if the Developer is proceeding with diligence to eliminate or mitigate such grounds for termination. If at the end of such period (and any extension thereof) the default has not been cured, the City may then terminate this Agreement and any right of the Developer to seek any further Disbursements and, in addition and without limitation thereto, the City may seek any and all other remedies available at law or in equity.

Section 6.3 Additional Remedies. In addition to the rights set forth above, the City shall have the following rights:

6.3.1 **Specific Performance.** Upon any termination of this Agreement due to an event of default by the Developer, the City may, but shall not be required to, execute contracts for or perform any remaining work related to the Redevelopment not otherwise completed. In addition to any of the foregoing rights and remedies, the City may pursue all other rights and remedies available to it under this Agreement and otherwise available to it at law or in equity including the remedy of specific performance.

6.3.2 **Right of Repurchase.** Upon any termination of this Agreement due to an event of default by the Developer, the City shall have the right and option, but not the obligation, to repurchase the City Parcels from the Developer for the consideration of \$100.00 (the “*Repurchase Option*”); provided, however, that if the City chooses to exercise its Repurchase Option, it will assume Developer’s outstanding construction financing relating to the Redevelopment so long as such financing does not contain a prepayment penalty. The closing of the repurchase of City Parcels shall take place within sixty (60) days following delivery of notice of exercise of the Repurchase Option.

Section 6.4 Waivers. To the extent permitted by law, the City may waive a specific breach or default by the Developer hereunder by delivering to the Developer notice of such specific waiver in writing signed by the City Project Manager. Provided, however, no waiver of any default or breach by the Developer hereunder shall be implied from any delay or omission by the City to take action on account of such default, and no such express waiver shall affect any default other than the default specified in the waiver and it shall be operative only for the time and to the extent therein stated. No advance of Construction Funds shall constitute a waiver of any of the provisions, conditions or obligations set forth herein, nor shall any advance of Construction Funds constitute an affirmation by the City that all provisions, conditions and requirements of this Agreement have been met.

Section 6.5 Assignment of Contracts. Should the City terminate this Agreement as set forth herein, the City shall have the right, but not the obligation, to require the Developer to assign to the City each contract agreement for the Redevelopment, provided (1) such assignment shall be effective only after termination of the Agreement and only for the contract agreements which the City accepts by notifying the Developer and applicable contractor in writing; and (2) this assignment is subject to the prior rights of a surety, if any, obligated under any surety bonds relating to this Agreement and/ or the Redevelopment. Developer agrees that all contracts

Legal Department
50 Broad Street
Charleston, South Carolina 29401

If to Developer: Housing Authority of the City of Charleston
Attention: Donald J. Cameron, Chief Executive Officer
550 Meeting Street
Charleston, South Carolina 29403

With a copy to: Oberman and Oberman, Attorneys
60 Markfield Drive, Suite 2
Charleston, South Carolina 29407

Any Party may change the address for notices to such Party by written notice to the other Parties to this Agreement. Notice given by personal service shall be effective upon the date delivered, if personally delivered, or the date of attempted delivery, if refused. Notice given by mail shall be effective on the third business day after posting. Notice by overnight courier shall be effective on the next business day following delivery of such notice to such courier. Notice given by fax shall be effective on the date of completion of the fax transmission, so long as such notice is further sent by personal service, the U.S. Mail, or overnight courier, as aforesaid.

Section 7.3 Amendment. This Agreement may be amended only by a writing signed by the City (or City Project Manager where specifically authorized) and the Developer.

Section 7.4 Entire Agreement. This Agreement and the related agreements executed by the Parties simultaneously herewith set forth all agreements, understandings, and covenants between the Developer and the City relative to the subject matter hereof.

Section 7.5 Waiver. Waiver by the City or the Developer with respect to any breach or default under this Agreement shall not be considered or treated as a waiver of the rights of the respective party with respect to any other default or with respect to any particular default, except to the extent specifically waived by the City or the Developer.

Section 7.6 Remedies Cumulative. The remedies available to the Parties are cumulative and the exercise of any one or more of the remedies provided for herein shall not be construed as a waiver of any other remedies of such party unless specifically so provided herein.

Section 7.7 Disclaimer. Nothing contained in this Agreement, nor any act of the City, shall be deemed or construed by any of the parties, or by any third person, to create or imply any relationship of third-party beneficiary, principal or agent, limited or general partnership or joint venture, or to create or imply any association or relationship involving the City.

Section 7.8 Headings. The paragraph and section headings contained herein are for convenience only and are not intended to limit, vary, define or expand the content thereof.

Section 7.9 Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement.

Section 7.10 Severability. If any section, subsection paragraph, sentence, clause or phrase of this Agreement or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Agreement, or any part thereof.

Section 7.11 Governing Law. This Agreement and all questions relating to its validity, interpretation, performance and enforcement shall be governed by and construed in accordance with the laws of the State of South Carolina, without regard to its conflicts of law principles.

Section 7.12 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns to whom the rights and obligations are specifically covered or assigned. Nothing herein shall prohibit the alienation, sale or any other transfer of all or any portion of the Property or any rights, interests or obligations therein, provided that no such alienation, sale or any other transfer of all or any portion of the Property or the rights therein shall operate to release the Developer from its obligations or liability hereunder as to that portion of the Property so transferred, without the prior written consent of the City which consent may be given or withheld in the City's sole discretion in each instance, and provided such transferee agrees to comply with the terms of this Agreement.

Section 7.13 Force Majeure. Neither the City nor the Developer, nor any successor in interest to either of them shall be considered in breach of or in default of its obligations under this Agreement in the event of any delay caused by damage or destruction by fire or other casualty or act of terrorism, strike, widespread shortages of construction materials, governmental delays, unusually adverse weather conditions such as, by way of illustration and not limitation, hurricanes, flooding, tornadoes or cyclones, and other material adverse events or conditions beyond the reasonable control of the party affected which in fact delay such party in discharging its obligations hereunder.

Section 7.14 Order of Precedence. Should there be any conflict between the provisions of this Agreement and the Indenture, the order of precedence shall be the Indenture and then this Agreement.

Section 7.15 No Third Party Beneficiary. This Agreement is for the sole and exclusive benefit of the City, the Developer and their successors and assigns. No other person or entity is an intended third party beneficiary or shall have the right to enforce any of the provisions of this Agreement.

Section 7.16 Recitals; Exhibits. The recitals set forth on the first page of this Agreement and all Exhibits attached hereto, are incorporated into and made a part of this Agreement.

Section 7.17 Recovery of Attorney Fees. In the event of litigation or other legal action relating to enforcement of rights under this Agreement, the substantially prevailing party shall be entitled to recover all litigation expenses, including attorneys' fees and court costs, from the non-prevailing party.

*****Remainder of Page Intentionally Left Blank*****
[SIGNATURE PAGES FOLLOW]

**EXHIBIT A
TO
DEVELOPMENT AGREEMENT**

[see Plat attached.]

**EXHIBIT B
TO
DEVELOPMENT AGREEMENT**

Plans

[see attached.]

EXHIBIT C
TO
DEVELOPMENT AGREEMENT

Project Schedule

[see attached.]

**EXHIBIT D
TO
DEVELOPMENT AGREEMENT**

Redevelopment Budget; Schedule of Values

[see attached.]

**EXHIBIT E
TO
TRANSFER AND DEVELOPMENT AGREEMENT**

Permitted Exceptions

1. Ad valorem real property taxes and user fees for the year of closing (provided same are not yet due and payable) and all subsequent years.
2. The Development Agreement referenced in the Transfer Agreement.
3. The Rental Restrictions referenced in the Transfer Agreement.
4. The Sale Restrictions referenced in the Transfer Agreement.
5. All restrictive covenants, rights of way and easements of record as of the date of this Transfer Agreement, if any, provided they do not make the title unmarketable or uninsurable.
6. All existing federal, state, county, municipal and local governmental statutes, ordinances, rules and regulations, including, without limitation, zoning ordinances.

**EXHIBIT F
TO
TRANSFER AND DEVELOPMENT AGREEMENT**

Redevelopment Contingencies Addendum

1. Definitions: In addition to the words and terms defined elsewhere in the Transfer Agreement, the following terms shall have the following meanings for purposes of this Addendum:

- (A) “Architect” means the Developer’s design architect or such other architect or architects as shall be employed by the Developer for the Redevelopment.
- (B) “Architect’s Contract” means the agreement between the Developer and the Architect providing for architectural services to the Developer relating to the Redevelopment.
- (C) “Change Orders” means any amendment or modification of the Development Documents relating to a change in excess of \$100,000.00.
- (D) “Construction Contract” means the agreement between the Developer and the General Contractor signed by all of the parties thereto and dated on or before the date that is three (3) months after the Closing.
- (E) “Cost Estimate” means the detailed schedule and construction budget prepared by the Developer, as delivered by the Developer to the City, showing a detailed itemization of the costs of completing the Redevelopment.
- (F) “Developed Units” means each of the housing units, once developed in accordance with the Development Agreement.
- (G) “Developer” means the original Developer named above, and its successors and assigns.
- (H) “Developer’s Inspector” means an engineering or architectural firm hired by the Developer, which may be the Architect.
- (I) “Development Documents” means the Construction Contract together with the general and special conditions attached thereto, the Architect’s Contract, the Drawings, any Change Orders, and the General Contractor’s bids and proposals.
- (J) “Development Schedule” means, with respect to the Redevelopment, a schedule prepared by the Developer and delivered to and approved by the City providing a detailed schedule of the dates by which portions of the Redevelopment shall be completed, including any amendments or modifications thereto as may be made by the Developer from time to time according to the terms of the Development Agreement.

- (L) “Drawings” means the final plans and specifications for the Redevelopment, including any amendments or modifications thereto as may be made by the Developer from time to time.
- (M) “General Contractor” means the contractor as shall be employed by the Developer with respect to the Redevelopment.
- (N) “Insurance Requirements” means the City’ requirements for the policies of insurance as provided for and required by the Transfer Agreement and the Development Agreement.
- (O) “Legal Authorities” or “Legal Authority” means any federal, state or local governmental or quasi-governmental body, office, department, agency, board, court or other instrumentality thereof exercising jurisdiction over the Development of the Project, the operation and occupancy of the Project, the Developer, the performance by the Developer of any act or obligation, or the observance by the Developer of any agreement, provision or condition of any nature whatsoever contained in this Agreement.
- (P) “Legal Requirements” means any law, ordinance, order, code, rule, regulation or standard of any Legal Authority.
- (Q) “Project” means the Property and the Redevelopment collectively.
- (R) “Substantial Completion” or “Substantially Complete” means the issuance of a Certificate of Occupancy (as defined in the Development Agreement) granting final approval of the Redevelopment. Anything contained herein to the contrary notwithstanding, the granting of final approval shall not constitute final approval or acceptance of defective work, and shall not waive any rights or warranties available to City hereunder, at law or in equity.

2. The City shall not be obligated to close and convey the City Parcels to the Developer under the Transfer Agreement unless the following conditions shall have been satisfied for the Property, as applicable, on or before the Closing:

- (A) The representations and warranties of the Developer contained in the Transfer Agreement, the Development Agreement, and otherwise made by or on behalf of the Developer shall be true and correct in all material respects on and as of the closing for the Property.
- (B) The Developer shall have satisfied each of the conditions precedent to the closing for the Property as contained in the Transfer Agreement.
- (C) The Developer, at its sole cost and expense, must have provided or caused to be provided to the City, in a format prescribed by the City, and the City must have received, reviewed and approved the following:

- (1) Authority and Capacity: Evidence of the Developer's organization, valid existence, authority to enter into the Development Agreement, good standing, current compliance with all laws, payments of taxes, and such other documents as the City may require.
- (2) Financial Statements: The Developer shall provide the City with such financial reports and information relating to the Developer and the Project as the City may request (including, without limitation, balance sheets, profit/ loss statements, and tax returns for the current year and the prior three (3) years), which financial reports and information shall be prepared in accordance with the requirements of the City, certified by an officer of the Developer as the case may be, and, if requested by the City, prepared by an independent certified public account.
- (3) Other Developer Information: The Developer shall provide the City with such other reports and information relating to the Developer as the City may request, including, without limitation, information on the Developer's background, Members experience, qualifications, list of projects, and resumes of key staff members.
- (4) Insurance: Upon the reasonable request of the City, the original policies of insurance or certificates of insurance satisfactory to the City satisfying the Insurance Requirements, together with evidence of the payment of premiums therefore. Such insurance shall include, without limitation, the Developer's effective, paid-up policies of fire, flood and all-risk replacement cost coverage of all insurable improvements on the Property (during and with respect to Development, in builder's risk completed value form); workers compensation insurance; comprehensive general public liability insurance; and such other or additional insurance, and covering such risks, as the City requires. All policies must be written by insurers, in amounts, with endorsements, and on terms and conditions satisfactory to the City. If requested by the City, the Developer shall have the City named as an additional insured under the above-referenced insurance policies. The Developer shall keep all such insurance coverage in place with respect to the Property and each Developed Unit until such time as Redevelopment has been Substantially Completed.
- (5) Legal Opinion: An opinion of the Developer's counsel to the effect that the Developer is duly organized and validly existing and in good standing under the laws of the state of its organization, authorized to do business in the State of South Carolina, with full power to own the Property and execute, deliver and perform its obligations under the Development Agreement; that the Development Agreement is valid and legally binding and enforceable against the Developer in accordance with its terms, subject to laws pertaining to bankruptcy and insolvency; and opining to such other matters as may be required by the City.

- (6) Errors and Omissions Insurance: To the extent the Architect has been selected prior to Closing, copies of the Architect's and the Developer's Inspector's certificate of Errors and Omissions Insurance in an amount acceptable to the City, and endorsed so that the policies shall not be terminated, expired or canceled without thirty (30) days advance written notice to the City.
- (7) Development Schedule: The Developer shall deliver the Development Schedule to the City and the City must approve same. If approved by the City, the Developer may revise the draw schedule for the funding by the City of the Redevelopment, as included in the Development Schedule, by submitting the revision to the City before the fifteenth (15th) day of each month.
- (8) Development Team: The Developer shall provide in writing a list (including names, addresses and telephone numbers) of all development team members that have been selected on or before the Closing, including, but not limited to, the Developer's attorney, General Contractor, Architect, surveyor, consultants, etc.
- (9) Survey: A current survey of the Property, recorded in the RMC Office for Charleston County.
- (10) Zoning: Evidence that all applicable zoning ordinances and similar Legal Requirements permit the use for which the Redevelopment is intended and have been and shall be complied with (including building codes and requirements as to parking, building setbacks, lot size and ingress and egress).
- (11) Disabilities Laws: Evidence that the Developer, the Project and the Drawings, and the Development (including each Developed Unit) and present and intended use and occupancy of the Project, do and shall comply with all other applicable Legal Requirements, including those regarding access and facilities for handicapped or disabled persons.
- (12) Cost Estimate: The Cost Estimate.
- (13) Taxpayer Identification Number: The federal taxpayer identification number for the Developer.
- (14) Miscellaneous: Such other evidence, documents, certificates and items reasonably requested by the City.

If the above contingencies are not satisfied by the Closing, then either the Developer or the City shall have the option, in its sole discretion, to terminate and cancel this Transfer Agreement. Each of the above contingencies shall survive the Closing and the Developer agrees that such contingencies shall remain satisfied at all time prior to the Substantial Completion of the entire Redevelopment.

3. Within one hundred eighty (180) days after the Closing, Developer shall satisfy the following conditions:

- (A) The Developer, at its sole cost and expense, must have provided or caused to be provided to the City, in a format prescribed by the City, and the City must have received, reviewed and approved the following:
 - (1) Cost Estimate: The Cost Estimate with any modifications thereto. If requested by the City, the Developer must also provide the City or cause to be provided to the City, and the City must have received, reviewed and approved, consents for the City to use the Development Documents in connection with the Redevelopment and collateral assignments to the City of the Developer's rights in the Development Documents and in such other contracts and agreements as the City shall require. All Development Documents, including, without limitation, the Construction Contract, must be guaranteed maximum price contracts.
 - (2) Soil Tests: Soil tests and a foundation report regarding the Property by an engineer satisfactory to the City; provided, however, the City, at its option, may agree to waive this requirement if the Architect, General Contractor, or engineer provides the City with written certification satisfactory to the City that such tests and reports are not necessary.
 - (3) Sales Pro-forma: A sales pro-forma evidencing the projected price for which the units within the Redevelopment shall be sold by the Developer; provided, however, the parties hereby acknowledge and agree that the projected price may change as provided in the Development Agreement based on unexpected and/ or unanticipated costs actually incurred by the Developer in the development of the City Parcels.

**EXHIBIT G
TO
TRANSFER AND DEVELOPMENT AGREEMENT**

Developer's Pre-Closing Work

The following terms and conditions are incorporated into, and are a part of the Agreement, as if the same had been fully stated therein. Any capitalized, undefined terms used herein shall have the meanings ascribed to such terms in the Transfer Agreement.

(a) City hereby grants to Developer, its licensees, permittees, invitees and agents a non-exclusive license and permission from the Effective Date of this Agreement until the Expiration of the Due Diligence Period to enter upon the City Parcels during the Due Diligence Period solely for the purpose of the Developer's Pre-Closing Work subject to the terms of this Agreement.

(b) As used herein, "*Developer's Pre-Closing Work*" shall mean certain architectural and planning work, including the item contemplated in Section 2.13.3 of the Development Agreement, all in accordance with the "*Plans*" and the "*Approved Contract*" attached hereto as **Exhibit G-1** and all applicable laws, rules and regulations.

(c) In the event Developer (i) timely receives all necessary governmental approvals (including, without limitation, necessary building permits) for the Plans, (ii) notifies City that it wishes to proceed with Developer's Pre-Closing Work, and (iii) has entered into the Approved Contract with a fully licensed, bonded and insured general contractor ("*Contractor*") Developer shall be entitled to begin Developer's Pre-Closing Work in accordance with the terms and conditions hereof. Developer's Pre-Closing Work shall be performed in strict conformity with the Plans, and no deviation therefrom shall be permitted without the written consent of City.

(d) During construction of Developer's Pre-Closing Work, Developer shall report monthly to City on the construction progress.

(e) In the event this Agreement is terminated for any reason other than a default by City, all Developer's Pre-Closing Work shall remain on the City Parcels, and shall become the property of City, and, at City's election, all plans (including, without limitation, the Plans) studies, reports, contracts (including, without limitation, the Approved Contract), permits, entitlements and approvals shall be assigned from Developer to City. Nothing herein shall be construed so as to subject the City Parcels, or permit the City Parcels to be subjected to liens of any laborer, contractor, mechanic or materialman or to any other liens arising out of or connected with the development, construction or maintenance of any improvements, alterations or additions to existing improvements (except for statutory liens arising in the ordinary cause which are promptly discharged), unless City expressly consents to such liens in writing. If requested by City, Developer shall be required to "bond off", within fifteen (15) business days, any filed mechanic's liens in accordance with SC Code section 29-5-110, as amended. Developer's obligations under this Section shall survive the Closing, or the termination or expiration of this Agreement.

(f) Insurance Required: Beginning on or before the date that Developer begins Developer's Pre-Closing Work, and continuing at all times thereafter until the expiration of the Due Diligence Period, Developer shall provide (or shall cause its contractor to provide), at Developer's sole expense the following policies of insurance with respect to the City Parcels, each naming City as a named insured and Developer as an additional named insured (collectively, the "*Policies*" and each a "*Policy*"):

(1) Liability. A general liability Policy with limits of \$1,000,000 per person/occurrence for bodily injury for injury or death of any one person, \$100,000 for property damage to or loss of property of others, subject to an aggregate limit of \$2,000,000 for all bodily injury and property damage or loss due to an insured risk.

(2) Builder's Risk. A builder's risk Policy in an amount not less than 100% of the cost of the Developer's Pre-Closing Work being performed by Contractor under the Approved Contract.

(3) Worker's Compensation. Worker's compensation insurance insuring against and satisfying Developer's obligations and liabilities under the worker's compensation laws of South Carolina, including employer's liability insurance in the limits required by South Carolina; and

(4) Automobile Liability. Comprehensive automobile liability at a limit of liability not less than \$1,000,000 combined bodily injury and property damage.

(5) Policy Documents. Developer shall deliver to City receipts evidencing payment of the Policies' premiums and certificates of insurance evidencing that the terms of this Article 14 have been met prior to the date on which such coverage is needed and thereafter Developer shall deliver replacement certificates of insurance not less than fifteen (15) days prior to the expiration of any Policy.

(6) Proceeds Collection. When City is authorized hereby to collect any proceeds due under any Policy, City shall not be liable to Developer or any other entity or person due to City's failure to collect any such proceeds.

(g) Hazardous Waste.

(1) In General. Developer shall not use, generate, manufacture, produce, store, transport, treat, dispose of or permit the escape or release on, under, about or from the City Parcels, or any part thereof, of any Hazardous Materials. As used herein, "*Hazardous Materials*" means any chemical, compound, material, substance or other matter that: (a) is defined as a hazardous substance, hazardous material or waste, or toxic substance under any Hazardous Materials Law, (b) is regulated, controlled or governed by any Hazardous Materials Law or other applicable law, (c) is petroleum or a petroleum product, or (d) is asbestos, formaldehyde, a radioactive material, drug, bacteria, virus, or other injurious or potentially injurious material (by itself or in combination with other materials). As used herein, "*Hazardous Materials Law*" means any and all federal, state or local laws, ordinances, rules, decrees, orders, regulations or court decisions relating to hazardous substances, hazardous materials, hazardous waste, toxic substances, environmental conditions on, under or about the City Parcels, or soil and ground

water conditions, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Resource Conservation and Recovery Act, the Hazardous Materials Transportation Act, any other law or legal requirement concerning hazardous or toxic substances, and any amendments to the foregoing. If Developer's use requires the use and/or storage of any Hazardous Materials on, under or about the City Parcels, Developer shall provide written notice to City, prior to such use or storage, of the identity of such materials and Developer's proposed plan for the use, storage and disposal thereof; and such use, storage and disposal shall be subject to City's approval, in City's sole and absolute discretion. If City approves such proposed use, storage and disposal of specific Hazardous Materials, Developer may use and store upon the City Parcels only such specifically approved materials and shall comply with any conditions to such approval as City may impose in its sole and absolute discretion. City's permission hereunder may be withdrawn or modified at any time in City's sole and absolute discretion. Developer shall fully and promptly comply with all Hazardous Materials Laws at all times prior to Closing, and in the event the Agreement is terminated prior to Closing, Developer shall remove and dispose of all Hazardous Materials affecting the City Parcels resulting from the use or occupancy thereof by Developer or its agents, employees, suppliers, contractors, subtenants, successors and assigns. Notwithstanding the foregoing, City consents to Developer's above-ground use, storage, transport and off-site disposal of products containing small quantities of Hazardous Materials (e.g., cleaning solutions, shampoos, conditioners, hair products and materials), provided Developer shall handle, use, store, transport and dispose of such Hazardous Materials in a safe and lawful manner and in accordance with all applicable manufacturer's recommendations and shall not allow such Hazardous Materials to contaminate the City Parcels and further provided that in the event, a governmental agency requires any additional equipment or system to be added to the City Parcels based on such Developer's use, storage, transport and offsite disposal of such materials, Developer shall pay for any such equipment or system.

(2) Environmental Indemnity. Developer shall cause its General Contractor to indemnify, protect, defend and hold City (and its employees and agents) harmless from and against any claim, demand, investigation, proceeding, action, suit, judgment, award, fine, lien, loss, damage, expense, charge or cost of any kind or character and liability (including reasonable attorneys' fees and court costs) arising out of, in connection with, or directly or indirectly arising out of the use, generation, manufacture, production, storage, treatment, release, disposal or transportation of Hazardous Materials by Developer or General Contractor, or any successor, assignee or sublessee of Developer, or their respective agents, contractors, employees, licensees, or invitees, on, under, about or from the City Parcels, including, but not limited to, all foreseeable and unforeseeable costs, expenses and liabilities related to any testing, repair, cleanup, removal costs, detoxification or decontamination and the preparation and implementation of any closure, remedial action, site assessment costs or other required plans in connection therewith deemed required, necessary or advisable by City or any governmental authority, and any foreseeable or unforeseeable consequential damages. Any defense of City pursuant to the foregoing indemnity shall be by counsel reasonably acceptable to City. Neither the consent by City to the use, generation, storage, release, disposal or transportation of Hazardous Materials nor Developer's strict compliance with all Hazardous Materials Laws shall excuse Developer from Developer's obligations hereunder. The foregoing indemnity shall be in addition to and not a limitation of the other indemnification provisions of this Agreement. Developer's obligations under this Section shall survive the Closing, or the termination or expiration of this Agreement.

(3) Reporting. Developer shall notify City in writing immediately after any of the following: (i) Developer has knowledge, or has reasonable cause to believe, that any Hazardous Materials have been released, discharged or located on, under or about the City Parcels, whether or not the same is in quantities that would otherwise be reportable to a public agency, (ii) Developer receives any warning, notice of inspection, notice of violation or alleged violation, or Developer receives notice or knowledge of any proceeding, investigation, order or enforcement action, under any Hazardous Materials Law concerning the City Parcels, or (iii) Developer becomes aware of any claims made or threatened by any third party concerning the City Parcels respecting Hazardous Materials.

(h) Indemnification. Developer shall cause its General Contractor to indemnify, save harmless, and defend City promptly and diligently at Developer's sole expense from and against any and all claims, demands, investigations, proceedings, actions, suits, judgments, awards, fines, liens, losses, damages, expenses, charges or costs of any kind or character and liability (including reasonable attorneys' fees and court costs) in connection with any accident, injury or damage whatsoever caused to any person or property arising directly or indirectly out of Developer's initial construction, alteration, renovation, remodeling and/or fixturing of the City Parcels (including, without limitation, the Pre-Closing Work), or out of the business conducted by Developer on the City Parcels or occurring in, on or about the City Parcels or any part thereof, or arising directly or indirectly from any act or omission of Developer or any of its contractors, subcontractors or concessionaires or subtenants or their respective licensees, servants, agents, employees, contractors or subcontractors, and from and against any and all costs, expenses and liability incurred in connection with any such claim or proceeding brought thereon. Developer agrees to cause its General Contractor to indemnify, defend and hold City (and its employees and agents) harmless of and from any and all claims, demands, investigations, proceedings, actions, suits, judgments, awards, fines, liens, losses, damages, expenses, charges or costs of any kind or character and liability (including reasonable attorneys' fees and court costs) arising from Developer's or General Contractor's use of the City Parcels. Any defense of City pursuant to the foregoing indemnities shall be by counsel reasonably acceptable to City.

Developer's obligations under this Section shall survive the Closing, or the termination or expiration of this Agreement.

(i) Reimbursement of Costs for Pre-Closing Work. Developer shall be reimbursed the costs of the Pre-Closing Work under the terms set forth herein below.

Upon completion of all Pre-Closing Work, in full compliance with the Plans and the Approved Contracts, the Developer shall be entitled to reimbursement (at Closing) from City for its actual costs incurred, not to exceed \$50,000.00 (the "***Pre-Closing Work Costs***") (reimbursement for actual costs associated with Pre-Closing Work Costs are in addition to the \$2,000,000.000 made available by the City to the Developer to defray Redevelopment Costs (as defined in the Development Agreement) of the Project), in the performance of the Pre-Closing Work, subject to the following terms and procedures:

1. Reimbursement Request. When the Developer seeks reimbursement for the Pre-Closing Work Costs, the Developer shall deliver to the City an application for payment on such form agreed to by the City, together with the following documentation in form and content reasonably satisfactory to the City (collectively, the "***Reimbursement Request***"):

2. Work Completed. Written notice from the Developer or its designee of the completion of the Pre-Closing Work, in full compliance with the Plans and Approved Contract;

3. Evidence of Costs Incurred. Evidence that Developer has actually incurred the Pre-Closing Work Costs for which reimbursement is being sought; and

4. Lien Waivers. Duly executed waivers of mechanic's and materialmen's liens from the Developer's general contractor (partial or final, as applicable) who performed the Pre-Closing Work; a duly executed and acknowledged affidavit of the general contractor showing all subcontractors with whom the Developer's contractor has entered into subcontracts, the amount of such subcontract, the amount requested for any subcontractor in the Reimbursement Request, the amount to be paid to the contractor from such progress payment, statements that there are no claims of mechanic's or materialmen's liens submitted to the contractor at the date of such Reimbursement Request and that all due and payable bills with respect to the Pre-Closing Work have been paid to date or shall be paid from the proceeds of such Reimbursement Request.

Notwithstanding anything contained herein to the contrary, the City has previously reimbursed the Developer for certain Pre-Closing Work Costs, and any such disbursements shall work to reduce the \$50,000.00 amount specified hereinabove.

EXHIBIT G-1

[Attach Pre-Closing Work Plans and Approved Contract]