AMENDED

NOTICE OF MEETING

A meeting of the Committee on Real Estate will be held beginning at 2:00 p.m. Monday, April 12, 2021, Conference Call: 1-929-205-6099; Access Code: 835 678 884. The agenda will be as follows:

AGENDA

Invocation – Councilmember Appel

Approval of Minutes:

March 22, 2021

a. An ordinance authorizing the Mayor to execute on behalf of the City a First Amendment to the Development Agreement with HPH Properties, LP, dated August 1, 2015, pertaining to lands located in the West Ashley area of the City comprising approximately 299 acres and bearing Charleston County TMS Nos 301-00-00-033, 301-00-00-042, 301-00-00-043, 301-00-00-054, 301-00-00-057, and 301-00-00-114.

b. Request authorization for the Mayor to execute a Second Addendum to the Memorandum of Agreement (the “MOA”) dated October 9, 2018, between the City of Charleston and the Lowcountry Lowline, also known as the Friends of the Lowcountry Lowline (the “FLL”) governing the use by the FLL of $250,000 toward surveys, environmental reports, construction budgeting, and other design and engineering expenses for the first phase of the improvement and construction of the Lowline Park.

c. Consider the following annexation:

(i) 3919 Savannah Highway (1.83 acres) (TMS# 285-00-00-205), West Ashley, (District 5). The property is owned by Lillie and Carl Smalls.

d. Executive Session in accordance with 30-4-70(a)(2) of the South Carolina Code, to receive legal advice regarding the Charleston School of Law transaction. (Deferred for discussion at City 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.
AN ORDINANCE

AUTHORIZING THE MAYOR TO EXECUTE ON BEHALF OF THE CITY A FIRST AMENDMENT TO THE DEVELOPMENT AGREEMENT WITH HPH PROPERTIES, LP, DATED AUGUST 1, 2015, PERTAINING TO LANDS LOCATED IN THE WEST ASHLEY AREA OF THE CITY COMPRISING APPROXIMATELY 299 ACRES AND BEARING CHARLESTON COUNTY TAX MAP NUMBERS 301-00-00-033, 301-00-00-042, 301-00-00-043, 301-00-00-054, 301-00-00-057, AND 301-00-00-114.

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 a First Amendment to the Development Agreement dated August 1, 2015 with HPH Properties, LP, pertaining to lands located in the West Ashley area of the City comprising approximately 299 acres and bearing Charleston County Tax Map Nos. 301-00-00-033, 301-00-00-042, 301-00-00-043, 301-00-00-054, 301-00-00-057, and 301-00-00-114, a copy of said First Amendment 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, 2021, in the _____ Year of Independence of the United States of America.

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

ATTEST:

______________________________________________
    Jennifer Cook
    Clerk of Council
STATE OF SOUTH CAROLINA  

COUNTY OF CHARLESTON  

FIRST AMENDMENT TO THE LONG SAVANNAH HPH DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF CHARLESTON, SOUTH CAROLINA AND HPH PROPERTIES, LP

THIS FIRST AMENDMENT TO THE DEVELOPMENT AGREEMENT (together with the recitals and exhibits attached hereto, the “First Amendment”) is entered into by and between the City of Charleston, a South Carolina municipality (the “City”), and HPH Properties, LP, a South Carolina limited partnership (the “Developer”). The City and the Developer are collectively referred to herein as the “Parties.”

RECATIALS

WHEREAS, on August 1, 2015 (the “Effective Date”), the Parties entered into a Development Agreement (the “Agreement”) governing the use and development of approximately 299 gross acres of land located in the West Ashley area of the City, as more fully described in Section 3.1 of the Agreement, (the “Property”);

WHEREAS, on December 3, 2015, Developer recorded the Agreement in Deed Book 0521 at Page 146 in the RMC Office (now the Register of Deeds Office) for Charleston County, South Carolina, which is incorporated herein by reference;

WHEREAS, Section 3.6.A of the Agreement provides that the Agreement shall expire on the fifth (5th) anniversary of the Effective Date;

WHEREAS, pursuant to Section 3.6.C of the Agreement, the Parties agreed to consider an extension, renewal, or a new agreement no later than six (6) months prior to the expiration of the Agreement;

WHEREAS, Section 3.7.A of the Agreement permits the Parties to amend the Agreement in whole or in part by mutual consent of the Parties in writing;

WHEREAS, the Parties desire to amend the Agreement as further set forth herein; and

WHEREAS, on _______________________, 2021, City Council adopted Ordinance No. 2021-___, a copy of which is attached hereto and incorporated herein by reference as Exhibit A, authorizing this First Amendment after complying with all notice and hearing requirements.

NOW, THEREFORE, in consideration of the mutual promises herein and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, City and Developer hereby amend the Agreement, as follows:

1. The following new Section 2.4 is inserted into the Agreement:
2.4 On __________, 2021, in accordance with the Act and Charleston City Code, City Council adopted Ordinance No. 2021-____, and determined that the First Amendment is consistent with the Act and the Charleston City Code. A copy of Ordinance No. 2021-____ is attached hereto and incorporated herein by reference as Exhibit V-1.

2. Exhibit A to this First Amendment is hereby attached to the Agreement and incorporated therein by reference as Exhibit V-1.

3. Article 3, Section 3.6 of the Agreement is deleted and replaced with the following:

Section 3.6 Duration of Agreement

A. This Agreement shall expire on August 1, 2025. Developer represents and warrants that the Property contains 25 acres or more of highland as of the Effective Date.

B. The Parties agree to consider an extension, renewal, or a new agreement no later than March 1, 2025.

4. Article 5, Section 5.5 of the Agreement is deleted and replaced with the following:

5.5 Storm Water Management

Development of the Property shall be subject to the City’s current Stormwater Regulations in effect at the time of submission of a complete construction activity application. If Development occurs in phases, each phase of development of the Property shall be subject to the City’s current Stormwater Regulations in effect at the time of submission of a complete construction activity application for that phase.

Developer shall construct a 17.5-acre Stormwater Retention Pond (the “SRP”) on the Property to serve the Property. The SRP shall be constructed as a part of the first phase of the development of the property. The design of the SRP including location, shape, erosion control landscaping, point(s) of access, and point(s) of discharge shall be subject to the approval of the City’s Design Review Committee. The general location of the Stormwater Retention Pond is shown and depicted on Exhibit W to the Agreement.

5. Article 10, Section 10.2 of the Agreement is deleted and replaced with the following:

10.2 Parks

A. Park Property. Developer has reserved up to fifteen (15) acres on the Property, developable as athletic fields and other active public park uses (the “Park Property”), which the City may or may not elect to purchase in accordance with Section 10.2(C) and (D) herein. The Park Property shall be
conveyed as one (1) 15-acre parcel or two (2) separate 10- and 5- acre parcels. At least one parcel of Park Property shall be located adjacent to the Developer’s 17.5-acre Stormwater Retention Pond on the Property. The Developer will work together with the City’s Department of Parks and Department of Planning, Preservation and Sustainability to create a plan depicting the general location of the Park Property, which plan shall be attached to and incorporated into the Agreement as Exhibit X. The specific design, shape and location of the Park Property shall be approved by the City’s Design Review Committee, which approval shall not be unreasonably withheld. The Park Property shall be contiguous, developable highland acres suitable for athletic fields. Prior to conveyance to the City in accordance with Section 10.2(C) herein, the Developer shall construct permanent road access to the Park Property.

If the City chooses to purchase the Park Property but does not have a need for the Park Property as a park, and instead proposes to use the Park Property or a portion thereof for an alternative City use(s), the alternative use(s) must first be approved by Developer, which permission for such alternative use(s) will not be unreasonably withheld, provided the proposed City use(s) is compatible with the surrounding neighborhood uses. Notwithstanding the foregoing, Developer hereby consents to the use by the City of some or all of the Park Property for drainage purposes, including but not limited to conveyance systems and stormwater ponds.

B. Authority. Unless otherwise specifically provided herein, the Mayor or a member of City staff designated in writing by the Mayor (the Mayor or such designee hereinafter referred to herein as the “Mayor”) shall have authority to take action with respect to any decisions required by the City under this Section 10.2 of the Agreement without further action by City Council. Notwithstanding the foregoing, the Mayor shall not be permitted to increase funding toward any City project contemplated under this Agreement without prior approval by City Council.

C. Conveyance. If the City elects to purchase the Park Property, the conveyance shall occur on or after the recording date of a final subdivision plat(s) for a neighborhood which is adjacent to and provides public access for the Park Property; provided, however, a complete application for such final plat shall be submitted to the City on or before the date on which the Developer has obtained building permits for 250 residential units on the Property. The conveyance to the City shall be by limited warranty deed. If the City does not elect to purchase the Park Property within three (3) years from the recording date of the final subdivision plat(s) as described in this paragraph, the City’s option to purchase the Park Property shall expire, unless the parties agree to extend the time period for conveyance.
D. **Purchase Price.** The parties acknowledge that the highest and best use of the Park Property is for a “residential” development. The parties hereby agree that the Developer will convey the Park Property to the City at a discounted purchase price as determined by an appraisal based on a “park” being deemed the highest and best use of the Park Property for purposes of the appraisal. A “residential” use appraisal shall be paid for by the Developer. A “park” use appraisal shall be paid for by the City. The appraisal date shall be the date on which a complete application for a final plat of the Park Property is submitted to the City for review and approval. The appraisers shall be selected by the responsible party and approved in writing by the other party, which approval shall not be unreasonably withheld. If the City decides to use the Park Property for an alternative City use(s), as described in Paragraph A, the purchase price shall be determined by an appraisal based on the alternative use(s) instead of the park use.

E. **Easements.** The conveyance of the Park Property shall be subject to all matters of record and necessary easements in favor of Developer for access to other sites within the Project, utilities serving the Project, including, but not limited to, water, sanitary sewer, electric, natural gas, telephone, cable television, internet, storm drainage, bicycle paths, pedestrian paths, and sidewalks. The funding for any improvements that are constructed within the easements referenced above and any maintenance or repairs for such improvements shall be the responsibility of Developer. The form of the easements and recorded restrictions shall be subject to the approval of the City’s Corporation Counsel and the City’s Director of Parks, which approvals shall not be unreasonably withheld.

At the time of conveyance of the Park Property in accordance with Section 10.2(C) herein, Developer shall also convey easements in favor of City for access and recreational use on, in, and around the Developer’s 17.5-acre Stormwater Retention Pond for recreational activities including, but not limited to, fishing, boating, and use of walking trails around the pond.

6. **Exhibit B** to this First Amendment shall be attached to and incorporated into the Agreement as **Exhibit W.**

7. **Exhibit C** to this First Amendment shall be attached to and incorporated into the Agreement as **Exhibit X.**

8. The recitals and exhibits to this First Amendment are incorporated herein by reference.

9. Unless otherwise defined herein or required by the context, the terms and phrases used herein shall be defined as set forth in the Agreement.
10. Except as expressly modified herein, all other terms, conditions, and provisions of the Agreement shall remain in full force and effect.

11. The effective date of this First Amendment shall be August 1, 2020.

[REMAINDER OF PAGE INTENTIONALLY BLANK;
SIGNATURE PAGES TO FOLLOW]
IN WITNESS WHEREOF, this Agreement has been executed by the Parties on the day and year first written above.

Witness:

CITY OF CHARLESTON

By: ______________________________
John J. Tecklenburg
Mayor

STATE OF SOUTH CAROLINA   )
COUNTY OF CHARLESTON    )

PERSONALLY appeared before me the undersigned witness who, being duly sworn, deposes and says that (s)he saw the within named City of Charleston, by John J. Tecklenburg, its Mayor, sign and seal the within written First Amendment to Development Agreement, and as the act and deed of the City of Charleston deliver the same, and that (s)he with the other witness subscribed above witnessed the execution thereof.

______________________________

SWORN to before me this
____ day of _____________, 2021

Notary Public for South Carolina
My Commission Expires: ______
IN WITNESS WHEREOF, this Agreement has been executed by the Parties on the day and year first written above.

Witness: HPH PROPERTIES, LP

By: __________________________
Name: ________________________
Its: __________________________

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

PERSONALLY appeared before me the undersigned witness who, being duly sworn, deposes and says that (s)he saw the within named HPH Properties, LP, by ____________, its ______________, sign and seal the within written First Amendment to Development Agreement, and as the act and deed of HPH Properties, LP, deliver the same, and that (s)he with the other witness subscribed above witnessed the execution thereof.

______________________________
SWORN to before me this
doing day of ______________, 2021

Notary Public for South Carolina
My Commission Expires: __________
EXHIBIT A

[ORDINANCE NO. 2021-___]
EXHIBIT B

[GENERAL LOCATION OF STORMWATER RETENTION POND – ATTACH SEAMON WHITESIDE DRAWING TITLED “BULOW COUNTY PARK, LONG SAVANNAH AND VILLAGE GREEN,” SHEET 16, DATED 6/18/2019]
EXHIBIT C

[GENERAL LOCATION OF PARK PROPERTY
TO BE AGREED UPON BY THE PARTIES]
REAL ESTATE COMMITTEE
GENERAL FORM

TO: Real Estate Committee DATE: April 5, 2021
FROM: Chip McQueeney DEPT: Corporation Counsel
ADDRESS: Lowline Park
TMS: N/A
PROPERTY OWNER: City of Charleston

ACTION REQUEST:

Request authorization for the Mayor to execute a Second Addendum to the Memorandum of Agreement (the “MOA”) dated October 9, 2018, between the City of Charleston and the Lowcountry Lowline, also known as the Friends of the Lowcountry Lowline (the “FLL”). The Second Addendum allocates $250,000.00 toward final design and engineering expenses, including surveys, drainage studies, engineering reports, and other expenses associated with the first phase of the improvement and construction of the Lowline Park. The City will retain the funds, but the Chief Financial Officer will be authorized to pay invoices submitted by the FLL with sufficient documentation that the funds are being utilized consistent with the First Addendum and the MOA. The funds will come from the Cooper River Bridge TIF another funding source identified by the Chief Financial Officer.

ORDINANCE: Is an ordinance required? Yes [ ] No [ x ]

COORDINATION: The request has been coordinated with:
All supporting documentation must be included

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<tr>
<th>Department Head</th>
<th>Signature</th>
<th>Attachments</th>
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<td>Legal Department</td>
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<td>Chief Financial Officer</td>
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<td>Director Real Estate Management</td>
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FUNDING: Was funding needed? Yes [ x ] No [ ]
If yes, was funding previously approved?* Yes [ ] No [ x ]

*If approved, provide the following: Dept/Div. [ ] Acct: [ ]
Balance in Account $ [ ] Amount needed for this item $250,000.00
*Commercial Property and Community & Housing Development have an additional form.
**REAL ESTATE COMMITTEE**
**GENERAL FORM**

**NEED:** Identify any critical time constraint(s).

*Commercial Property and Community & Housing Development have an additional form.*
MEMORANDUM

DATE: April 6, 2021

TO: Chairperson Shahid and Members of the Committee on Real Estate

FROM: Chip McQueeney, Assistant Corporation Counsel

RE: Second Addendum to Memorandum of Agreement with the Friends of the Lowcountry Lowline

On April 12, 2021, the Committee on Real Estate will be asked to consider a Second Addendum to the existing Memorandum of Agreement (the “MOA”) between the City and the Friends of the Lowcountry Lowline (the “FLL”). A draft of the Second Addendum is attached hereto as Exhibit A. The Second Addendum would be considered by the Committee on Ways and Means and City Council on April 13, 2021.

The Second Addendum is substantially similar to the Addendum approved by City Council on October 22, 2019, which committed $98,020.00 to the FLL to be used toward the design phase of the Lowline Park. The Second Addendum would commit $250,000.00 (the “Funds”) to the FLL to be used for surveys, drainage studies, environmental evaluations, and other costs and expenses associated with the final design and engineering of the first phase of the Lowline Park, as addressed in the Conceptual Master Plan for the Lowcountry Lowline approved by City Council on December 15, 2020. The Funds would come from the Cooper River Bridge TIF or other sources identified by the City’s Chief Financial Officer (“CFO”).

Under the Second Addendum, the City would retain the Funds. The CFO would have the ability to review and approve payment requests for the Funds from the FLL upon receipt of sufficient documentation of the use of the Funds. The issue of what constitutes “sufficient documentation” would be within the CFO’s discretion. The CFO will have thirty (30) days from receipt of all requested documentation to approve or disapprove the payment. The CFO and Corporation Counsel would be required to approve any agreement between the FLL and a third party which would involve a use of the Funds. The City would not be a party to any such agreement unless City Council approved the agreement. Amendments or modifications to an approved agreement would require the same approval.

On August 21, 2018, City Council approved the MOA. For your convenience, I have attached a copy of the MOA as Exhibit B, but I have eliminated the exhibits to the MOA. I have also attached a copy of the First Addendum as Exhibit C. Under the Second Addendum, all provisions of the MOA and First Addendum would remain unaltered, and the MOA and First Addendum are incorporated into the Second Addendum. Notably, the MOA addresses many of the issues which would otherwise be included in the Second Addendum, including insurance requirements, indemnification, environmental compliance, and others. Thank you for your consideration, and please let me know if you have any questions or concerns.
EXHIBIT A

STATE OF SOUTH CAROLINA )
COUNTY OF CHARLESTON )
SECOND ADDENDUM TO MEMORANDUM )
OF AGREEMENT )

This Second Addendum (this “Second Addendum”) to the Memorandum of Agreement dated October 9, 2018 (the “MOA”), by and between the CITY OF CHARLESTON, a South Carolina municipality (the “City”), and LOWCOUNTRY LOWLINE, also known as the FRIENDS OF THE LOWCOUNTRY LOWLINE, a South Carolina nonprofit corporation ("FLL") is entered into on the Effective Date (as hereinafter defined).

RECITALS

WHEREAS, the City remains committed to providing its citizens with meaningful recreational opportunities, both active and passive, and, in furtherance thereof, maintains and operates a City-wide system of parks and green spaces;

WHEREAS, it is in the public interest for the use and enjoyment of these parks and green spaces to be enhanced, and the enjoyment of their varied aspects encouraged;

WHEREAS, on December 21, 2017, the City purchased from FLL certain real property, commonly known as the “Lowline Property,” more particularly described in Exhibit A to the MOA;

WHEREAS, FLL remains committed to its mission of providing additional recreational amenities and programs for the Lowline Property to create an ever-higher quality public realm and encourage increased use of the Lowline Property for parks and other public spaces;

WHEREAS, on October 9, 2018, the City and FLL entered into the MOA, anticipating the continued cooperation between the City and FLL in developing, improving, and operating the Lowline Property as a linear park and the use of the Lowline Property by the City for other public purposes;

WHEREAS, on December 6, 2019, the City and FLL entered into a First Addendum to the MOU (the “First Addendum”) to facilitate preliminary design, including community engagement and preparation of working drawings, for the initial phase of the improvement and construction of the Lowline Property;

WHEREAS, on December 12, 2020, the City Council of Charleston adopted the Conceptual Master Plan for the Lowcountry Lowline, a copy of which is attached hereto and incorporated herein by reference as Exhibit 1;

WHEREAS, as recited in the MOA, the City and FLL desire to cooperate to transform the Lowline Property, over time, into a publicly-accessible open space, capable of accommodating cyclists and pedestrians, to assist in reknitting neighborhoods, to address recurrent flooding, to relieve traffic, and to provide open space, recreation, and connectivity to planned and existing public parks, neighborhoods, and greenways within the City; and
WHEREAS, the City and FLL desire to enter into this Second Addendum to continue to facilitate the preliminary design, including community engagement and preparation of working drawings, for the initial phase of the improvement and construction of the Lowline Property.

NOW, THEREFORE, in consideration of the recitals, and of the covenants and agreements of the parties contained in the MOA, the First Addendum, and this Second Addendum, the City and the FLL do hereby agree as follows:

1. **Conceptual Design.** The City hereby allocates TWO HUNDRED FIFTY THOUSAND and No/100 Dollars ($250,000.00) (the “Funds”) for the FLL to utilize for the engineering phase of the linear park to be constructed on the Lowline Property, to include surveys, drainage studies, environmental reports, and other costs and expenses associated with the final design and engineering for the first phase of the Lowcountry Lowline. The Funds shall be retained by the City and payable to the FLL as set forth herein. Any and all agreements relating to the use of the Funds shall be approved, in writing, by (1) the City’s Chief Financial Officer or Deputy Chief Financial Officer (either, the “CFO”); and (2) the City’s Corporation Counsel. All provisions of such agreements shall comply with the requirements applicable to the FLL and its agents, licensees, contractors, subcontractors, and others, as set forth in the MOA. The City shall not be a party to such agreements without prior City Council approval. Any amendments or modifications to such agreements must be approved by (1) the City’s CFO; and (2) the City’s Corporation Counsel. The FLL shall submit all requests for payments relating to the use of the Funds to the CFO, together with any supporting documentation required by the CFO to evaluate the requests, including but not limited to invoices and cleared checks. The CFO shall review and approve or disapprove such requests within thirty (30) days of receipt of all information required by the CFO to evaluate the request.

2. **Accounting.** Within fifteen (15) days of the FLL’s receipt of a written request by the City, the FLL shall provide a full accounting of the use of the Funds to the City. To the extent any Funds remain after all approved agreements referenced in Section 1 of this Second Addendum have been completed, the City shall retain any remaining Funds and may reallocate such Funds in City Council’s discretion. Without limiting the foregoing, to the extent the Funds or any portion thereof are not used within one (1) year of the Effective Date, any remaining Funds may be retained by the City and reallocated in City Council’s discretion.

3. **MOA.** This Second Addendum supplements the MOA and the First Addendum. All terms, conditions, and provisions of the MOA and the First Addendum shall remain in full force and effect as if fully set forth and restated in this Second Addendum.

4. **FutureAllocations.** The City and FLL acknowledge that City, other government sources, private sector and philanthropic contributions to the commissioning, design, implementation, and construction of the Project are critical to the success of the Project. Recognizing the importance of contributions from all of these sources, nothing in this Second Addendum shall be construed as committing the City or FLL to any future level of funding or other contributions to the Project. Notwithstanding any other provision of this Second Addendum, any future appropriations for the Project must be approved by City Council, and City Council shall
have sole discretion as to whether or not to appropriate funds toward the Project. As part of the initial design and improvement process, the City and FLL will work together to identify funding mechanisms (such as TIF, BID, and others) that could sustain the Project and lessen or eliminate the financial burden for both the City and FLL. Nothing in this agreement will preclude other addenda to the MOA to address matters not covered in the MOA, the First Addendum, or this Second Addendum.

5. **Effective Date.** This Second Addendum will become effective when all parties have signed it. The date of this Agreement (the “Effective Date”) will be the date this Second Addendum is signed by the last party to sign it (as indicated by the date associated with that party’s signature).

IN WITNESS WHEREOF, the City of Charleston, a South Carolina municipality, has executed this Second Addendum this ___ day of _________________, 2021.

WITNESSES: 

__________________________

__________________________

__________________________

THE CITY OF CHARLESTON

By: _________________________

Print Name: John J. Tecklenburg

Its: Mayor

[REMAINDER OF PAGE INTENTIONALLY BLANK; SIGNATURE PAGE TO FOLLOW]
IN WITNESS WHEREOF, the Lowcountry Lowline, also known as the Friends of the Lowcountry Lowline, a South Carolina nonprofit corporation, has executed this Second Addendum this ___ day of ______________, 2021

WITNESSES: ________________________________

______________________________

LOWCOUNTRY LOWLINE, also known as FRIENDS OF THE LOWCOUNTRY LOWLINE

______________________________

Print Name: ________________________________

Its: ________________________________

[REMAINDER OF PAGE INTENTIONALLY BLANK; EXHIBIT TO FOLLOW]
EXHIBIT 1
THE LOWCOUNTRY LOWLINE

CONCEPTUAL MASTER PLAN

DESIGNED FOR:
THE CITY OF CHARLESTON
THE FRIENDS OF THE
LOWCOUNTRY LOWLINE

PREPARED BY:
DESIGNWORKS
DESIGN DIVISION, CITY
OF CHARLESTON
SPECIAL THANKS TO OUR MAJOR DONORS:
The Darla Moore Foundation
Evening Post Industries
Greystar Real Estate Partners
Frank Hagood Associates
John M. Rivers Jr. Foundation
Raven Cliff Co., LLC
The Speedwell Foundation
FROM THE CHAIRMAN OF THE FRIENDS OF THE LOWLINE BOARD

Dear Community:

Around ten years ago, when a couple of us bumped over the former railroad crossing at Mount Pleasant Street and looked south down the abandoned, weedy-choked Norfolk-Southern right-of-way, it was difficult to picture the Lowline.

Some had suggested that the location, the convergence of King and Meeting Streets with Morrison Drive, might one day be the new gateway to Charleston. The defunct rail line could play an important role in this vision but the challenge seemed monumental.

With me that day was Mike Messier, an ardent advocate for parks and public greenspace. Mike became the driving force behind the Lowline. I barely knew him at the time, but over the course of our work together we’ve become good friends and partners.

First, there was the multi-year challenge of striking a deal with the railroad for the corridor. Mike waded right into the fight negotiating an extraordinary deal for the Friends and all the citizens of Charleston.

As we publish this Conceptual Master Plan, we can see the Lowline coming to life before our very eyes. When we began working on it we could barely glimpse how many ways it could benefit Charleston.

In addition to providing a safe, desirable place to walk, run or ride a bike, the Lowline will re-trace neighborhoods severed by I-26. It will help with Charleston’s stormwater and tidal problems. It will be a venue for community art, for outdoor performances and concerts, for meeting people. The Lowline will in essence be Charleston’s high road — an inclusive place that brings diverse people together, north, south, east and west.

We are thrilled to release this Conceptual Master Plan, which represents the dedication and work of the entire Lowline team (our nonprofit as well as that of Mayor Tecklenburg and City of Charleston staff). The collaborative effort is a point of pride for me and for all of us on the Lowline team.

And very soon, the Lowcountry Lowline will be a big point of pride for all of Charleston.

Very truly yours,

Tom Bradford

SPECIAL THANKS TO OUR BOARD MEMBERS:
Board Members: Barney Blackey, W. Andrew Gowder Jr., D. Frank Hagood, Winslow Hastie, Harry Lesesne, Michael Messier, Ron Owens, Scott Parker, Rev. Matthew Rivers; Scott Watson, Todd Wigfield, Mimi Van Wyck
Executive Assistant to the Board: Megan Mills

LETTER FROM THE MAYOR OF THE CITY OF CHARLESTON

Dear Citizens of Charleston,

I’m excited to announce the completion of this Conceptual Master Plan for the Lowcountry Lowline. When constructed, the Lowline will repair the long-ignored physical divide that runs along the center of the peninsula, converting it into an active multi-use pathway system and a linear park of various walkways. It will serve and connect neighborhoods from the Upper Peninsula to Marion Square.

Charleston will join the rank of cities that have converted abandoned rail corridors in their city centers, but ours will be done in a way that reflects Charleston’s unique needs and character. The project addresses our top city-building priorities: affordable housing, transportation and flooding.

- Flooding: implements recommendations of the Dutch Dialogues, captures and stores runoff from I-26, revitalizes Newmarket Creek, ties into the King/Huger drainage project, and uses previous pavers in hardscape areas
- Transportation: adds a missing link in the bicycle-pedestrian network, provides a safe way to move around away from automobile conflicts, rebuilding neighborhoods, and supports the preferred alignment of the planned Lowcountry Rapid Transit System
- Affordable Housing: we are developing nearly 70 units of affordable housing on the Lowline, it will reduce household transportation costs for nearby residents. It is located within close proximity to hundreds of Charleston Housing Authority properties, and it opens a connection to the Cooper River Bridge area (where another 250 affordable housing units are planned or under construction)

The Lowline continues our City’s legacy of constructing a vibrant public realm that has demonstrated civic and economic value. It will be for residents and visitors, for those on and off the peninsula. The City has played a key role in the delivery of this plan and the project as a whole.

We acquired and secured the land, and tested for potential environmental contamination. We have negotiations with the South Carolina Department of Transportation to ensure their properties are used for Lowline open space and parking, and that areas below I-26 are improved, revitalized, safe and activated as part of the project. I’ve directed robust City staff to work closely with the Friends of the Lowline on planning and implementation strategies, which has led to the production of this Conceptual Master Plan.

This project will involve a wide-range of funding sources and will be implemented in phases. Sources of capital will include philanthropy, grants, and development incentives. More importantly, look for ways you can be directly involved in the project through fundraising, volunteering, and advocacy. It’s now time to put ideas into action and seize the many opportunities provided by this transformative project.

Most sincerely yours,

Mayor, City of Charleston

SPECIAL THANKS TO CITY COUNCIL AND CITY DEPARTMENTS:
City Council Members: Marie Delcioppo; Kevin Shealy; Jason Hooks; Robert M. Mitchell; Karl L. Brady, Jr.; William Dudley Gregory; Perry K. Warin; Michael S. Seekings; A. Peter Shahid, Jr.; Harry Griffin; Ross A. Appel; Carol Jackson
Department Leaders: Jason Kronesberg, Parks Department; Jacob Lindsey, Department of Planning, Preservation, and Sustainability; Keith Benjamin, Department of Traffic and Transportation
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WHAT IS THE LOWLINE?

THE LOWLINE IS...

...PUBLIC INFRASTRUCTURE ENHANCING THE LIVES OF ALL THE CITIZENS OF CHARLESTON.

...THE CENTRAL SPINE OF A REGIONAL PARK AND MOBILITY SYSTEM CONNECTING DOWNTOWN TO WEST ASHLEY, NORTH CHARLESTON, AND MT. PLEASANT.

...TRANSFORMING AN ABANDONED RAIL LINE AND NEGLECTED HIGHWAY CORRIDOR INTO A PLACE SUPPORTING AND EXPRESSING THE EIGHT SURROUNDING NEIGHBORHOODS.

...MAXIMIZING THE STORAGE AND TREATMENT OF STORMWATER, ADDRESSING CITY-WIDE FLOODING.

...A CONTINUOUS GREEN CORRIDOR ENHANCING BIODIVERSITY AND PROVIDING PLACES FOR ACTIVE AND PASSIVE RECREATION.

...UNIQUE TO CHARLESTON.
CORE PRINCIPLES

SOCIAL RESILIANCE
- AFFIRM THE EQUALITY OF ALL PEOPLE
- PROVIDE EASY ACCESS TO ALTERNATIVE MODES OF TRANSPORTATION
- ENCOURAGE INCLUSIVE SOCIAL GATHERING AND UNIFICATION

ENVIRONMENTAL RESILIENCY
- EMBRACE WATER AND STORE RUNOFF SUSTAINABLY
- STRENGTHEN ECOLOGICAL FUNCTIONS OF THE PENINSULA
- PROMOTE HEALTH AND WELLNESS FOR HUMANS AND NATURE ALIKE

CULTURAL RESILIENCY
- BE AUTHENTICALLY CHARLESTON
- CELEBRATE OUR CITY'S UNIQUE HISTORY
- COMBAT DISPLACEMENT OF LOCAL RESIDENTS BY SUPPORTING LOCAL NEIGHBORHOODS

ECONOMIC RESILIENCY
- CREATE VALUE IN THE URBAN CORE
- BE FINANCIALLY SELF-SUSTAINING
- PROVIDE OPPORTUNITIES FOR LOCAL BUSINESSES
THE LOWLINE WILL BE THE CENTRAL SPINE OF A LINEAR PARK SYSTEM CONNECTING DOWNTOWN TO WEST ASHLEY, NORTH CHARLESTON, AND MOUNT PLEASANT.
PENINSULA CONTEXT

The Lowline is part of the broader park system on the Charleston Peninsula. It will add significant open space and will provide important connectivity between existing parks.
The Lowline extends along two miles of the Peninsula from Marion Square to the planned transit hub at Mount Pleasant Street. The Lowline will connect and enhance the eight surrounding neighborhoods.
OWNERSHIP

The Lowline was originally intended to be a trail along the 40’ wide former rail corridor that was purchased by the City of Charleston and the Friends of the Lowline in 2017. This purchase extended from Mt. Pleasant Street to the North, and to just below Spring Street on the South.

After studying the area further, it was clear that this area could be expanded through a combination of approaches.

In the 1970s, the City of Charleston entered into a lease agreement with the South Carolina Department of Transportation (SCDOT) to lease land beneath parts of the overpass to create the “I-26 Linear Park” with paved trails, a playground, and sports courts. The plan shown in this conceptual master plan has expanded that leased area to include all of the area beneath SCDOT elevated highways. This plan more than doubles the acreage of the original I-26 Linear Park and enables the Lowline to be a truly engaging park with multiple uses, not simply a linear greenway park.

Before the Friends of the Lowcountry Lowline (The Friends) secured the right to purchase the rail corridor from Norfolk Southern, some sections of the former line south of Spring Street were sold off to private owners. Working together with these owners through a combination of easement agreements, the Lowline can extend further south all the way to Marion Square, as a series of alleys that snake between buildings.

The pedestrian alleys that run parallel to King Street from Ann Street to Hudson Street are examples of where this type of development has already occurred. Hudson Alley is an especially great example of how businesses can engage with this newly created pedestrian street frontage.

THROUGH PARTNERSHIPS WITH PRIVATE OWNERS AND SCDOT, THE LOWLINE IS ABLE TO REACH ITS FULL POTENTIAL.

KEY

- SCDOT OWNED LAND
- CITY OWNED OR CONTROLLED LAND
- CITY OWNED LAND IMPORTANT FOR ACCESS
- PRIVATE OWNERSHIP
SCALE COMPARISONS:
EXISTING PENINSULA PARKS

THE LOWLINE WILL BE THE SECOND LARGEST PARK ON THE PENINSULA.

LOWLINE
40 ACRES

HAMPTON PARK
60 ACRES

BRITTLEBANK PARK
17 ACRES

MARION SQUARE
6 ACRES

WATERFRONT PARK
4 ACRES
The Halsey Map, 1949

Known as The Halsey Map, the map at right was created in 1949 by Alfred O. Halsey. It shows the growth of the City of Charleston since its founding and includes mapped features of historical events through the years.

Over the years, many creeks have been filled to create new land for the growing City of Charleston. It is in these places where Charleston continues to face some of the most persistent flooding.

Since the Lowline traverses many of the drainage areas of these old creeks, it provides an opportunity to help with flooding in these areas - if the Lowline is able to infiltrate and store stormwater on site, it will be less total volume of water that drains towards these old creek beds at peak times and during storm events. This will help these areas to have less flooding over time.

The Halsey Map identifies two fortifications that the Lowline crosses - one from the Revolutionary War, just north of Marion Square, and one from the War of 1812 on modern day Line Street.
SITE HISTORY
THE RAILROAD

- **1827**
The South Carolina Canal and Rail Road Company is chartered by the state legislature. The company aims to connect inland markets to the port of Charleston by rail.

- **1830**
The "Best Friend of Charleston" takes its inaugural journey down the rail line on Christmas Day. It becomes the first locomotive in the nation to have regularly scheduled passenger rail service.

- **1894**
The South Carolina Canal and Rail Road Company becomes the Southern Railway.

- **1982**
Southern Railway becomes Norfolk Southern Corporation.

- **2004**
The rail line is used for the last time to transport newsprint for the Post and Courier newspaper.

- **2017**
After years of negotiations, the City of Charleston and the Friends of the Lowcountry Lowline purchase the rail right-of-way from Norfolk Southern.

From Top: The Best Friend of Charleston, the first train to run on the tracks of the Lowline; The Grove Street Station; A bond for the South Carolina Railway Company.

SITE HISTORY
THE INTERSTATE

- **1957-1969**
Interstate 26 begins construction in Columbia, and progresses towards Charleston. The segment through downtown Charleston is one of the last to be completed, with many homes and businesses demolished to make room for the new highway.

Image of I-26 being constructed.

The images of houses were taken by SCDOT to document the structures and properties that would be affected by the construction of I-26.

From Top Right: 603 King Street, 82 Fishburne Street, 35 Mount Pleasant Street.
SITE HISTORY
THE I-26 LINEAR PARK

1976

The City of Charleston and newly elected Mayor Joseph P. Riley, Jr. create the I-26 Linear Park beneath the interstate. Though underutilized this park provided sports courts, sidewalks, and a playground for neighborhood residents. The lease agreement between the City of Charleston and SC DOT is an important precedent for the lease that the Lowline is seeking for recreational use of the land beneath the overpasses of I-26.
NEIGHBORHOODS

The Friends and the City of Charleston recognize this is an important and transformative project that will affect all neighborhoods along the Lowline. However, as demonstrated in other cities, the introduction of significant public improvements like the Lowline can exacerbate challenges such as gentrification. While these neighborhoods are already experiencing gentrification, the City and several non-profit organizations are focused on providing affordable housing for all citizens and combating gentrification.

Addressing affordability in the communities surrounding the Lowline is critical to the success of the project. The City is constructing affordable housing on two sites near the Lowline, which will add to the significant number of affordable housing units in the area. The Lowline will reduce transportation costs by providing access to new cycling and pedestrian routes, which is one of many strategies for improving housing affordability. Currently, the vast majority of affordable housing on the peninsula is within a half mile of the Lowline.

The Lowline is committed to promoting affordable housing and resources as the project moves forward. The Friends are working collaboratively with the City and related community organizations to find better ways to inform residents of existing resources and to develop new strategies to address housing affordability and gentrification in the communities surrounding the Lowline.

To find out more about the City’s affordable housing initiatives, visit https://www.charleston-sc.gov/233/Housing-Community-Development.
COMMUNITY VOICES

The Friends are committed to making the Lowline a park that is created by the community and for the community. In March 2020, the COVID pandemic delayed the traditional public engagement process. In the face of this, the Lowline debuted a new interactive website with all of the information that would have gone into public meetings. They released videos, created an online survey, and reached out to community leaders, and went door-to-door in surrounding neighborhoods to distribute information.

The Friends continue to coordinate community clean up days for the future Lowline in partnership with local non-profit organizations. They are planning COVID-appropriate events that will activate the Lowline in the near term.

Megan Mills, a former founding board member, and current Executive Assistant to the Board. Above, she is shown facilitating a meeting with the skating community to talk about their skate park (left), and hosting an information session during a community cleanup event (right).

COMMUNITY FEEDBACK REFLECTED IN THE CONCEPTUAL MASTER PLAN FOR THE LOWLINE INCLUDES:

WATER

- "Water garden/flooding relief"
- "Interactive water feature"
- "Flooding remediation feature"

TRANSLIT

- "I really hope the Lowline will equally serve walkers, runners, and cyclists, in part by keeping them apart from one another."
- "I love the idea of splitting bikers and walkers, including splitting the bikers by direction. I agree that’s a challenge and I think the design is very intelligent."
- "Looking forward to having a safe walk/bike path for the peninsula."

GREEN SPACE

- "The green spaces that are shown in the renderings look really pretty. Please make sure they can stay green."
- "I hope the focus of the Lowline will be nature and plant life, rather than business and making money. People need fresh air, and to spend time in nature."
- "Some way to learn from the green space would be excellent as well as weaving in pollinator friendly plants."

PROGRAMMING

- "Please integrate the current skate park. It is beneficial to the youth community."
- "Dog park! And generous amounts of trash cans."
- "I prefer passive activities to the active. But a playground would be great."

STAY CONNECTED!

- https://lowcountrylowline.org /
- @lowcountrylowline
- lowcountrylowline
- @thelowline
CONCEPTUAL MASTER PLAN

THE CONCEPTUAL MASTER PLAN REPRESENTS THE VISION FOR THE LOWLINE.

THE CREATION OF THIS VISION WAS A COLLABORATIVE PROCESS THAT UNCOVERED MANY UNEXPECTED OPPORTUNITIES.

THE LOWLINE RESPONDS TO ADJOINING NEIGHBORHOODS, RESULTING IN THREE DISTINCT DISTRICTS ALONG ITS LENGTH: THE URBAN CORE, THE PARKS, AND THE NORTH CENTRAL CORRIDOR.
URBAN CORE

- The Urban Core District of the Lowline runs from Marion Square to Line Street.

- This district currently has the most diverse mix of uses and the highest density on the peninsula.

- The Lowline in the Urban Core is envisioned to be a series of alleys.

- Some portions of the Lowline already exist as alleys between Mary and Hudson Streets.

- The side streets that connect King and Meeting streets will become important access points. Improvements to these connecting streets will be included in the Lowline.

- This network of interconnected pedestrian walkways will enhance the entire district.
THE PARKS

- THE PARKS DISTRICT RUNS FROM LINE STREET TO ROMNEY STREET
- IT IS BOOKENDED BY TWO NEW PARK SPACES: NEWMARKET PARK TO THE NORTH AND LOWLINE PARK TO THE SOUTH
- LOWLINE PARK IS A LARGE OPEN SPACE DESIGNED FOR EVENTS AND GATHERINGS
- NEWMARKET PARK IS AN ENHANCED SALT- AND FRESHWATER ECOSYSTEM
- NEWMARKET PARK PROVIDES A NATURAL AMENITY FOR THE PUBLIC TO ENJOY WHILE ALSO ENHANCING STORMWATER MANAGEMENT FOR THE SURROUNDING NEIGHBORHOODS
THE NORTH CENTRAL CORRIDOR

- The North Central Corridor runs from Romney Street to the planned transit hub on Mount Pleasant Street.

- The North Central Corridor provides areas for active and passive recreation in "the columns" beneath the elevated highway.

- The columns also provide ample space to host a neighborhood market.

- This district will include pocket parks where neighborhood streets end into the lowline property.

- The potential transit-oriented redevelopment of the parks department provides an opportunity to create a new pedestrian district at the north end of the lowline.
3.0 WATER

Flooding and water management are a Top Priority for the City of Charleston and the Friends. The Lowline will follow the recommendations from the Dutch Dialogues Charleston Report.

The Lowline will play a significant role in the future of water management for the peninsula.

The Lowline provides 40 acres of open space enabling the implementation a variety of strategies that embrace and manage water.

Stormwater storage on the Lowline opens stormwater capacity in the surrounding neighborhoods.
KING STREET, ONE OF THE OLDEST ROADS ON THE PENINSULA, FOLLOWS THE NATURAL RIDGE.

THE OLD RAIL LINE MOSTLY follows the natural ridge of the peninsula, except where it crosses Newmarket Creek, creating an impoundment.
DRAINAGE BASINS

WHAT IS A DRAINAGE BASIN?
A drainage basin is an area within which stormwater collects and drains to a common outlet. A drainage basin is defined by the topography of an area. The peninsula of Charleston is divided into many different drainage basins, shown in the image on the opposite page.

ONGOING DRAINAGE PROJECTS
Since the early 2000's the City has invested millions of dollars making improvements to the stormwater drainage system. They have made progress, but there is still much to be done. The Lowline will function as both usable park space and public infrastructure that manages flooding.

<table>
<thead>
<tr>
<th>YEAR</th>
<th>PROJECT</th>
<th>COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>2020</td>
<td>SPRING/FISHBURNE</td>
<td>$154,000,000</td>
</tr>
<tr>
<td>2018</td>
<td>MARKET STREET</td>
<td>$30,000,000</td>
</tr>
<tr>
<td>2017</td>
<td>FOREST ACRES</td>
<td>$15,000,000</td>
</tr>
<tr>
<td>2007</td>
<td>BYRNES DOWN</td>
<td>$5,700,000</td>
</tr>
<tr>
<td>2001</td>
<td>CALHOUN EAST</td>
<td>$15,800,000</td>
</tr>
<tr>
<td>2000</td>
<td>ARDMORE</td>
<td>$5,000,000</td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
<td>$226,500,000</td>
</tr>
</tbody>
</table>
HOW MUCH WATER?

**WHAT IS THE 10-YEAR, 24-HOUR STORM?**
In Charleston, the 10-year, 24-hour storm means that there is a 10% chance every year that within a 24-hour period, we will have 6.41 inches of rain.

**WHAT IS AN ACRE-FOOT?**
An acre-foot is a volume unit used in stormwater calculations.
Marion Square is six acres (see graphic below). If it were filled with one foot of water, it would be holding six acre-feet. If it were filled with three feet of water, it would be holding 18 acre-feet.

<table>
<thead>
<tr>
<th>BASIN NAME</th>
<th>RUNOFF FROM THE 10-YEAR 24-HOUR STORM (IN ACRE-FEET)</th>
</tr>
</thead>
<tbody>
<tr>
<td>MEETING STREET NORTH</td>
<td>60</td>
</tr>
<tr>
<td>GROVE STREET</td>
<td>60</td>
</tr>
<tr>
<td>HUGER STREET</td>
<td>52</td>
</tr>
<tr>
<td>COOPER STREET</td>
<td>65</td>
</tr>
<tr>
<td>SPRING STREET</td>
<td>135</td>
</tr>
<tr>
<td>CALHOUN STREET EAST</td>
<td>87</td>
</tr>
</tbody>
</table>

**MARION SQUARE:**

![Diagram of Marion Square](image)

**1 LOWLINE = 7 MARION SQUARES**

**THIS PAGE ILLUSTRATES THE RUNOFF VOLUMES FROM THE TABLE OPPOSITE. FOR EACH BASIN, THE ACRE-FEET OF RUNOFF IS TRANSLATED INTO HOW MANY MARION SQUARES (1 FOOT DEEP) WOULD BE REQUIRED TO ACCOMMODATE THE RUNOFF.**

**MEETING STREET NORTH**
60 Ac-ft = 10 Marion Squares (1 foot deep)

**GROVE STREET**
60 Ac-ft = 10 Marion Squares (1 foot deep)

**HUGER STREET**
52 Ac-ft = 9 Marion Squares (1 foot deep)

**COOPER STREET**
65 Ac-ft = 11 Marion Squares (1 foot deep)

**SPRING STREET**
135 Ac-ft = 23 Marion Squares (1 foot deep)

**CALHOUN STREET EAST**
87 Ac-ft = 15 Marion Squares (1 foot deep)

**THROUGH SEVERAL DIFFERENT STRATEGIES, THE LOWLINE HAS THE POTENTIAL TO ALLEVIATE RUNOFF.**
WATER STRATEGIES

Capture and treat runoff from elevated roadways

Create floodable park space

Infiltrate stormwater

Temporarily store water

Expand capacity and quality of existing stormwater wetlands

Site conditions including elevation, soils, and water table will affect the feasibility of these strategies.
TEMPORARY WATER STORAGE

IMPERVIOUS SURFACES POTENTIALLY IMPACTING THE LOWLINE

POTENTIAL AREAS FOR WATER STORAGE ALONG THE LOWLINE
STORMWATER WETLANDS: NEWMARKET PARK

The proposed Newmarket Park on the Lowline is a stormwater wetland that functions to detain, retain, and filter stormwater runoff. It also provides the opportunity to create an interactive ecological park that supports wildlife, adds recreation space, and brings public awareness to healthy water management.

This design advocates for the daylighting of Newmarket Creek on Huger Street. The old rail line created an artificial ridge which cut short the natural reach of the creek, causing flooding to the west. By providing an outlet to Newmarket Creek under the Lowline, the flooding at the intersection of King and Huger Streets could be alleviated.
FLOODABLE PARK SPACE: LOWLINE PARK

Lowline Park provides the opportunity to create a large, open park space with typical park amenities that is allowed to flood in heavy rains to become temporary stormwater infrastructure.

Mill Race Park in Indiana, designed by Michael Van Valkenburgh Associates.

The park is designed to accommodate seasonal flooding from two rivers.
Infiltrate Stormwater

Stormwater can be infiltrated in several different ways, depending on site conditions. In the urban core, infiltration basins, bioretention areas, rain gardens, and vegetated filter strips can be used.

Capture and Treat Runoff

Capturing and treating all runoff created by the elevated roadways is a priority for the client. This will reduce runoff to the adjacent basins.

Current Site Conditions: Stormwater from Hurricane Dorian

Current Site Conditions: Runoff from the overpass

Current Site Conditions: Rain at Newmarket Park
4.0

MOBILITY

THE LOWLINE IS A NEW MOBILITY CORRIDOR ALONG THE SPINE OF THE PENINSULA.

THE LOWLINE PROVIDES SAFE BICYCLE AND PEDESTRIAN CIRCULATION ALONG ITS ENTIRE LENGTH, BECOMING AN INTEGRAL PART OF THE CITY’S PEOPLE PEDAL PLAN.

THE LOWLINE CONNECTS TO AND SUPPORTS THE FORTHCOMING LOWCOUNTRY RAPID TRANSIT.

THE LOWLINE HELPS TRANSFORM THE WAY PEOPLE MOVE AROUND THE LOWCOUNTRY.
MOBILITY STRATEGIES

THESE STRATEGIES WILL BE IMPLEMENTED ALONG THE ENTIRE LENGTH OF THE LOWLINE TO ENSURE A SAFE, EFFECTIVE NEW CORRIDOR FOR MICRO-MOBILITY.

- LINK WITH THE LOWCOUNTRY RAPID TRANSIT
- CREATE CONNECTIONS BETWEEN NEIGHBORHOOD STREETS
- CONNECT TO EXISTING AND PROPOSED BICYCLE INFRASTRUCTURE
- SEPARATE BICYCLE AND PEDESTRIAN PATHS
- CREATE SAFE MID-BLOCK CROSSINGS
LOWCOUNTRY RAPID TRANSIT

The forthcoming Lowcountry bus rapid transit system (LCRT) will enter downtown Charleston at Mount Pleasant Street. The preferred alignment shown at right was selected for further study by the Berkeley-Charleston-Dorchester Council of Governments (BCDCOG) in June 2020.14

The transit hub at Mount Pleasant Street provides an opportunity for redevelopment of the city-owned parcel where the Parks Department is currently housed. Connecting the Lowline to the transit hub provides an engaging setting for people to disembark from the bus rapid transit system and continue their journey down the Peninsula by bike or foot via the Lowline.

PROPOSED LCRT STOPS ALONG THE LOWLINE WITH 1/4 MILE RADIUS
PEOPLE PEDAL PLAN

The City of Charleston's People Pedal Plan is a new vision for a robust urban bikeway system on the Charleston Peninsula. Such a system will benefit all modes of travel, including automobiles. The urban bikeway network will be composed of segments and intersections of various types. This is the first comprehensive bicycle infrastructure study for the Peninsula and is a vital first step in creating a multi-modal transportation system.

The Lowline will become the key central spine of this peninsula-wide plan, enhancing connections for multi-modal transportation by providing safe and comfortable paths for cyclists and pedestrians alike.

Example of a painted bike lane with a bike box at the intersection. Example of a separated two-way cycle track.
NEIGHBORHOOD CONNECTIONS

I-26 and the Norfolk Southern rail corridor separated the neighborhoods to the east and west. The Lowline aims to reinforce neighborhood connections by filling the gaps between dead-end streets, encouraging pedestrian and bicycle access along and across the Lowline. The Lowline will function as the central spine of the Peninsula.
BIKEWAY AND PEDESTRIAN PATH

The following minimum design criteria have been established for the design of the Lowline pathways:

- The bikeway will be a minimum of 12' wide, allowing for two 6' lanes of travel.
- The pedestrian path will be a minimum of 10' wide.
- The paths will be separated by a 6' minimum planted median to minimize pedestrian-bicycle conflict.
- There will be designated crossings to allow for safe access across the bikeway.

In certain areas where the Lowline is narrow and in conflict with SCDOT restrictions, these criteria may be adjusted.

WHERE IS THE PATH?

When the Lowline was originally imagined, it was assumed that the limitation would be the Norfolk Southern rail right-of-way. As the process has developed, it has become evident that through additional leases from SCDOT, the Lowline can extend under the overpass. This has allowed greater flexibility in the design of the Lowline north of Huger Street. Three possible scenarios are illustrated below.
SECTIONS

The following sections illustrate what is envisioned for the towline in different districts.

SECTION 1:
PLAZA AT MT. PLEASANT STREET

SECTION 2:
THE COLUMNS
SECTION 3
SPORTS COURTS AT NEWMARKET PARK
To provide the safest mid-block crossings, the City of Charleston should acquire from SCOOT the ownership of all streets that cross the Lowline. This allows streetscape improvements including street trees to be implemented on all streets bisecting the Lowline.

**Mid-Block Crossings**

Could include:

1. Raised Speed Tables
2. Specialty Paving
3. Painted Crosswalks
4. Narrow Vehicle Lanes
5. Signage
6. Bollards
7. Planted Curb Extensions
8. Pedestrian Activated Signals
9. Painted Stop Lines for Cars

**Mid-Block Crossing: Urban Core**

**Mid-Block Crossing: North Central Corridor**
5.0 PLANTING

THE LOWLINE IS ENVISIONED TO BE A LUSH, BOTANICALLY DIVERSE CORRIDOR FOR PEOPLE TO ENJOY.

THE PLANTING WILL BE TRUE TO CHARLESTON.

THE GREENING OF THE LOWLINE WILL PROVIDE A SPONGE FOR STORMWATER AND A FILTER FOR POLLUTANTS.

THE PLANTING WILL SUPPORT AND ENHANCE ECOSYSTEM SERVICES.

THE DESIGN IS INTENDED TO BE LOW MAINTENANCE WITH SELECT AREAS RECEIVING MORE CARE.

THE PLANT PALETTE WILL HONOR THE CITY'S RICH HORTICULTURAL HISTORY.
PLANTING STRATEGIES

1. Develop a **full shade plant palette** for the overpasses.
2. Create a **wetland park** with water-loving and water-tolerant species.
3. Utilize native and **pollinator-friendly species** to support biodiversity.
4. Maximize use of **full sun areas** for planting.
5. Provide spaces for people to **engage with nature**.
6. Employ a **traditional and historical plant palette** for a congruous urban core.
SUN-SHADE ANALYSIS

The following diagram shows the approximate sun/shade patterns that will guide the planting design along the Lowline corridor. The design will maximize the use of areas with full/mostly full sun exposure for planting areas, leaving heavily shaded space under the overpasses for social gathering and programming purposes.
TRADITIONAL CHARLESTON GARDEN

PARK SPACE

 REPRESENTATIVE SPECIES
Boxwood
Sago Palm
Liriope

 REPRESENTATIVE SPECIES
Turf
Live Oak
Azalea
BEFORE & AFTER

THE FOLLOWING RENDERINGS SHOW THE TRANSFORMATION OF THE LOWLINE.
RENDERING VIEWPOINTS

1. URBAN CORE RENDERING
2. LOWLINE PARK RENDERING
3. NEWMARKET PARK RENDERING
4. BIKEWAY AND PATH RENDERING
5. THE COLUMNS RENDERING
EXISTING

NEW MARKET PARK
BIKEWAY AND PATH
7.0 PROGRAMMING

The Friends intend to implement a self-sustaining business model for the operation of the Lowline.

The Lowline is designed to generate revenue for maintenance and operations.

The Lowline will provide space for both active and passive recreation.

There will be gathering and social spaces designed for, and with, the neighborhoods.

Programming will be specific to each district, responding to the existing neighborhoods.
THE URBAN CORE

Green Space and Trees  Public Plazas  Tourism and Sightseeing

Outdoor Dining  Hospitality  Pop-up Retail

Museums  Retail and Shopping  Alleys

Historic/Cultural Institutions  Historical Markers  Outdoor market
THE PARKS

Walking and Bike Paths  Public Performance  Playground  Public Art  Large Events

Sports Courts  Ecological Park  Beer Garden  Dog Park  Active Recreation  Passive Recreation

NEWMARKET PARK  LOWLINE PARK
THE NORTH CENTRAL CORRIDOR

Public Transportation

Public Plazas

Outdoor Dining

Neighborhood Market

Social Gathering

Playground

Active Recreation

Food Trucks

Outdoor Games

Dog Park

TRANSIT HUB GATEWAY

THE COLUMNS
IDENTITY

As a keystone piece in the larger green space network of Charleston, the Lowline will have some elements that provide a unique and recognizable identity.

This identity will honor the site's history, respect the historic neighborhoods, and celebrate this new public park.
COMPONENTS OF IDENTITY

GRAPHICS
Creating a unique and instantly recognizable logo is the first step in developing the graphics that will cement the identity of the Lowline in the public consciousness. The Lowline website, marketing materials, and signage will coordinate and relate to this logo and to each other. Style, fonts, and colors are examples of graphic components that will be consistent for Lowline materials.

HISTORY + CONTEXT
The history of the Norfolk Southern rail line and the first official passenger rail in America is an important part of the Lowline’s story that will be revealed through symbolism in the graphics and material design, as well as through more explicitly educational platforms such as the website and informational kiosks. However, in addition to highlighting the past, the Lowline will be firmly anchored in its present context, expressing the *genius loci* of the neighborhoods through which it passes.

SIGNAGE + WAYFINDING
All signage and directional cues will be in keeping with the coherent graphic language developed for the Lowline, as well as being straightforward and user-friendly. Icons and glyphs will be simple, visible, and uncluttered to convey information efficiently. The signage will inform Lowline users of where they are geographically, while also conveying transition through the unique and varied districts which the Lowline encompasses. Users will feel secure in knowing where they are, where the Lowline is, and where the Lowline makes connections to the greater transportation network.

PLANTING
The planting along the Lowline will strongly contribute to its identity both as a public space that improves the ecological functioning of the Peninsula, and as a historic gateway for horticultural diversity. The plantings will establish a gardenesque character for the site, providing shade, improved air quality, and immersion in the natural world. The Lowline will also function as an informal arboretum of the coastal southeast, showcasing a variety of native and ornamental trees.

SITE FURNISHINGS + HARDSCAPE
The furnishings along the Lowline—including benches and other seating, lighting, pavement types, planters, bicycle racks, and even trash receptacles—are part of the statement the Lowline makes about its identity and purpose as a transportation and green space network in the Lowcountry. The materials and furnishings will be congruous with the particular district in which they are located, augmenting that district’s unique flavor and honoring its historic, cultural, and geographic context. The furnishings will elevate principles of social and ecologic sustainability, create a safe and comfortable environment for users, be aesthetically pleasing, and integrate respectfully into the existing fabric of the city.
The Bentway in Toronto is an excellent case study for the Lowline. This linear public park encompasses a little over a mile of gathering, performance, and recreational spaces beneath the Gardiner Expressway. The park's name comes from the infrastructure that envelops it: the concrete "bents" that hold up the road above. The shape of the bent is integral to the site's iconography and logo, and is utilized in creating unobtrusive, but visible signage. The planting embraces the current and past ecology of the site, featuring marsh species that would have existed on the historic Lake Ontario shoreline, and using flowing grasses to represent the movement of the water. Art installations explore aspects of Toronto's history and context with such subjects as the area's First Nations, ecologic heritage, and industrial manufacturing past.
LOWLINE BRANDING

The Friends recently completed a branding exercise with Obviouslee Marketing. Obviouslee helped the Lowline to create new logos, colors, fonts, icons, and brand guidelines.

These pages show the result of that work, and show a few of the logos, graphics, and icons that will come to represent the Lowline. This is an important first step in creating a tangible identity for the Lowline, and will tie in nicely with other built elements of the Lowline as the project moves into future phases.
9.0

APPENDIX

IMPLEMENTATION RESOURCES

This master plan is intended to be a framework plan from which further research and design is developed. The following documents have been commissioned by the Friends and the City of Charleston to support the implementation of this conceptual master plan.

They provide more detail and depth to the ideas generated during the master planning process. They are intended to complement and expand the work presented here. Links to these documents can be found on the Lowcountry Lowline website (https://lowcountrylowline.org/).

STORMWATER STRATEGY AND COST ESTIMATE
Prepared by Kinley Horn, released August 2020
This document was prepared by Kinley Horn based on the design principles and stormwater strategies laid out in this conceptual master plan document. The work was needed to further refine what was possible from a stormwater standpoint, and to begin to think about funding strategies based on the initial cost estimate. As of August 2020, based on the existing master plan document, the Lowline is estimated to cost $36.5 million, of which $12.5 million is dedicated to stormwater infrastructure.

LOWLINE AFFORDABLE HOUSING REPORT
Prepared by the City of Charleston Design Division, released August 2020
This report provides a capacity and massing study for a City-owned parcel along the Lowcountry Lowline. It identifies critical opportunities and essential off-site improvements to ensure the site is positioned for public-private development.

DESIGN GUIDELINES AND PHASING STRATEGY
Prepared by the City of Charleston Design Division, released November 2020
This document guides the detailed design and phased implementation of the project. Flexible design guidelines help provide more information in advance of Design Review Committee submission. The phasing strategy outlines a geographically segmented approach to use coordination strategies, incentives, and various sources of funding to get the work done. The document also provides guidance to shape an agreement with the South Carolina Department of Transportation for parking and recreation uses of their property.

PUBLIC ENGAGEMENT REPORT
Prepared by Friends of the Lowcountry Lowline, forthcoming
This report is intended to summarize the findings of the public outreach and survey conducted by the Friends of the Lowcountry Lowline beginning in March 2020.

THE LOWLINE HISTORY PROJECT
Prepared by Friends of the Lowcountry Lowline, forthcoming
The Lowline History Project is intended to provide rich historical detail to the Lowline Corridor. The project intends to understand the history of the Lowline site, the people who built and used the railroad, and the fabric of the surrounding neighborhoods. The Lowline itself will provide an outdoor museum experience that can provide permanent and temporary exhibit spaces for historical and contemporary cultural activities.
END NOTES


8 South Carolina Department of Transportation, L-26 Photo 0114, photograph. The Marquette Childs Archives, Historic Charleston Foundation, accessed October 21, 2020, https://fcdb.library.cofc.edu/fcdb/catalog/cfd.534527?title=%22view%22%22info%22


10 "Incomplete, But Fun" *Evening Post* (Charleston, SC), April 4, 1977, digitized microfilm, The South Carolina Room, Charleston County Library.

11 "Interstate Park" *Evening Post* (Charleston, SC), May 17, 1977, digitized microfilm, The South Carolina Room, Charleston County Library.

12 "Riley Rebuts Charges Against I-26 Park" *Evening Post* (Charleston, SC), May 9, 1980, digitized microfilm, The South Carolina Room, Charleston County Library.


EXHIBIT B

STATE OF SOUTH CAROLINA )
COUNTY OF CHARLESTON )

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (this “Agreement”) is entered into by and between the CITY OF CHARLESTON, a South Carolina municipality (the “City”), and the LOWCOUNTRY LOWLINE, also known as FRIENDS OF THE LOWCOUNTRY LOWLINE, a South Carolina nonprofit corporation (“FLL”). The City and FLL are referred to collectively as the “Parties.”

RECITALS

WHEREAS, the City is committed to providing its citizens with meaningful recreational opportunities, both active and passive, and, in furtherance thereof, maintains and operates a City-wide system of parks and green spaces;

WHEREAS, it is in the public interest for the use and enjoyment of these parks and green spaces to be enhanced and the enjoyment of their varied aspects encouraged;

WHEREAS, pursuant to a Purchase and Sale Agreement between Norfolk Southern Railway Company (“NSRC”) and FLL, NSRC conveyed to FLL that certain real property commonly known as the Lowline, being more particularly described on Exhibit A, attached hereto and incorporated herein by reference (as hereinafter described, the “Property” or the “Lowline Property”);

WHEREAS, pursuant to a Purchase and Sale Agreement between FLL and the City (the “FLL-City PSA”), on December 21, 2017, the City purchased the Lowline Property from FLL, fulfilling FLL’s initial mission to acquire the Lowline Property for public use and ownership;

WHEREAS, prior to the purchase of the Lowline Property by FLL and prior to the subsequent transfer of the Lowline Property to the City, the Parties entered into a Memorandum of Agreement (the “MOA”) dated October 10, 2017, anticipating the continued cooperation between the Parties in developing, improving, and operating the Lowline Property as a linear park and the use of the Lowline by the City for other public purposes;

WHEREAS, FLL seeks to continue to carry out its mission by seeking out opportunities to collaborate with the City and other individuals and organizations to provide additional recreational amenities and programs within the Lowline Property to create an ever-higher quality public realm and encourage increased use of the Lowline Property for parks and public spaces;

WHEREAS, the Parties, having cooperated in the acquisition of the Lowline Property, now intend to cooperate to transform the Lowline Property, over time, into a publicly accessible open space, capable of accommodating cyclists and pedestrians, to assist in reknitting neighborhoods, addressing recurrent flooding, relieving traffic, and providing open space, recreation, and connectivity to planned and existing public parks, neighborhoods, and greenways within the City; and
WHEREAS, to further such purpose, and to provide an outline of the Parties' respective roles in advancing the financial, legal, design, construction, programming, and maintenance needs of the Lowline Property through an orderly delineation of mutual responsibilities, the Parties now desire to continue their collaboration under this Agreement.

NOW, THEREFORE, for and in consideration of the recitals, and of the covenants and agreements of the Parties contained in this Agreement, the Parties, for themselves, their successors, legal representatives, and permitted assigns, do hereby agree as follows:

1. **Property.** The property subject to this Agreement is the Lowline Property, being more particularly shown and described on Exhibit A, attached hereto and incorporated herein by reference. Subject to the terms and conditions of this Agreement, the Parties plan to cooperate and collaborate to improve, manage, maintain, and program the Lowline Property as a publicly-accessible linear park (the “Lowline Park”).

2. **Relationship.** Subject to the terms and conditions of this Agreement, the Parties agree to work in good faith to cooperate and collaborate in the design, improvement, maintenance, operation, and programing of the Lowline Park for the benefit of the City’s citizens.

3. **Term of Agreement and Extension.**
   
a. **Effective Date.** The effective date of this Agreement (the “Effective Date”) means the date following the signature of the last party to sign this Agreement.

   b. **Initial Term.** The initial term of this Agreement (the “Initial Term”) shall commence and be binding on the Parties as of and from the Effective Date and shall expire and terminate on June 30, 2033 (the “Termination Date”), unless terminated earlier or renewed in accordance with the other provisions of this Agreement.

   c. **Early Termination.** Either party may terminate this Agreement on twelve (12) months written notice to the other, in which case this Agreement shall no longer have any force or effect, except with respect to any provisions of this Agreement which survive the termination of this Agreement.

   d. **Renewal Terms.** The Agreement shall be subject to three (3) consecutive renewal terms of fifteen (15) years each. This Agreement shall automatically renew and extend the term of this Agreement on the same terms and conditions for the respective renewal periods unless one of the Parties affirmatively elects not to renew by giving the other party at least twelve (12) months written notice of its election not to renew. In the event of an election not to renew, this Agreement will terminate and expire at the end of the then-current term.

4. **Permitted Uses.** The Lowline Park will be put to the uses set out and described in a master plan (the “Master Plan”) for the Lowline Park and for any other compatible and
complimentary uses that are consistent with the City's ordinances, rules, and regulations. The City and FLL will collaborate and cooperate in leading and facilitating a process to create a Master Plan that will be reviewed and adopted by City Council before it is made final. Should the City, FLL, or others desire to use the Lowline Property for purposes not contained in the Master Plan or not consistent with that Plan, the Parties agree to amend the Master Plan as needed, subject to the approval of the Mayor or the City's Design Review Board (collectively, the "DRB"). Notwithstanding the foregoing, the City may use or permit the use of the Lowline Property for drainage and stormwater facilities, utilities, emergency purposes, and the City shall be permitted to conduct or cause to be conducted environmental assessments, investigations, and, if necessary, response actions on the Lowline Property or any portion thereof. Furthermore, nothing herein shall limit the City's use of the Lowline Property prior to the adoption of the Master Plan.

5. **Initial Improvements.** The Parties shall cooperate in designing and constructing a functional bicycle/pedestrian path or paths on the Lowline Property (the "Initial Improvements"), with a target date for completion within two (2) years of the adoption of the Master Plan by the City.

6. **Master Planning.** The Parties shall cooperate in procuring a master plan for the vision, development, programming, use, and improvement of the Lowline Park (the "Master Plan"), with a target date for adoption of the Master Plan on or before December 31, 2020. Once completed and approved, the Parties shall cooperate in implementing the Master Plan based on phasing and target dates to be included within the Master Plan. Part of the Master Plan shall include strategies for cooperation between FLL and the City on philanthropy, application for grants, public finance mechanisms, such as Municipal Improvement Districts and Tax Increment Financing and revenue generating opportunities related to the operation of the Lowline Property, such as selecting vendors and concessions, naming rights and others.

7. **Renovations.** From time to time, in consultation with and with the approval of the Mayor or the Mayor's designee (collectively, the "Mayor"), FLL may make certain renovations or programming additions to the Lowline Park in order to bring the same to the condition necessary to implement the Initial Improvements and the Master Plan.

8. **Assignment.** FLL may not assign its rights or delegate its duties under this Agreement without the prior, written consent of the City, which may be withheld for any reason or no reason; provided, however, FLL may employ or contract with third parties to assist in the maintenance, management, and programming of the Lowline Park in accordance with the Master Plan and with the approval of the Mayor of the terms of any such contract.

9. **City's Property.** All improvements and additions to the Lowline Property at any time during the term of this Agreement shall be the City's property and shall remain the City's property upon the termination of this Agreement.

10. **Utilities and Services.** The City shall pay the cost of all electrical, sewer, and water service owing with respect to the Lowline Park.
11. **Maintenance/Capital Improvements.** The City shall maintain the Lowline Park, to include the maintenance and replacement of capital improvements, in such manner and on such terms as the City, in the City’s sole discretion, deems advisable; provided, however, any maintenance or replacement of capital improvements, except those associated with utilities and/or stormwater and drainage facilities, shall be consistent with the Master Plan.

12. **Taxes, Fees and Charges.**

   a. **Real Estate Taxes.** The City shall be responsible for the payment of all Real Estate Taxes, if any, assessed against the Lowline Property or any portion thereof. The term “Real Estate Taxes” shall include all taxes, assessments, levies, fees, or charges assessed or imposed on the Lowline Park.

   b. **Property Insurance.** The City shall insure the Lowline Property against casualty in amounts reasonably determined to be appropriate by the City. FLL shall be responsible, at its election, for insuring any other improvements to the Lowline Property and any of FLL’s contents or other personal property.

   c. **Insurance:** FLL shall secure and keep in force during the term of this Agreement and FLL shall require all contractors and subcontractors, prior to commencement of an agreement between FLL and the contractor or subcontractor, to secure and keep in force during the term of this Agreement, from insurance companies, government self-insurance pools or government self-retention funds, authorized to do business in South Carolina, the following insurance coverages:

   (1) A general liability policy, including premises or operations, contractual, and products or completed operations coverages (if applicable), with minimum liability limits of $1,000,000 per person, $1,000,000 per occurrence, and $1,000,000 for property damage, subject to an aggregate limit of $3,000,000 for all bodily injury and property damage or loss due to an insured risk (or such greater limits as may be necessary to meet the threshold of coverage under the umbrella policy), and an umbrella liability policy with an aggregate combined single limit for all liability of $5,000,000 and with minimum liability limits of $5,000,000 per person and $5,000,000 per occurrence. The City shall be named as an additional named insured on such policies, and such policies must provide for thirty (30) days, prior written notice to the City of any expiration, amendment, cancellation, or alteration of such policies.

   (2) Workers’ compensation insurance insuring against and satisfying all obligations and liabilities under the workers’ compensation laws of the State of South Carolina.

   (3) Employer’s liability or “stop gap” insurance of not less than $1,000,000 as an endorsement on the workers’ compensation or commercial general liability insurance policies.
FLL shall deliver to the City receipts evidencing payment of the policies' premiums and certificates of insurance evidencing that the terms of this Agreement have been met prior to the date on which such coverage is needed, and, thereafter, FLL shall deliver replacement certificates of insurance not less than fifteen (15) days prior to the expiration of any policy.

13. **Signs and Advertising.** Any temporary or permanent signage erected at or on the Lowline Property shall be subject to DRB approval and shall comply with all applicable City ordinances.

14. **Damage or Destruction.** If any of the improvements to the Lowline Property are damaged or destroyed by fire or other casualty, the City shall have the option of (1) retaining the proceeds of any insurance received by the City with respect to such improvements; or (2) repairing, rebuilding, restoring, reconstructing or replacing such improvements. FLL shall not be entitled to any insurance proceeds received by the City for damage or destruction to the Lowline Property or any improvements thereto.

15. **Eminent Domain.** In the event of a taking of the Lowline Property or any portion thereof, then this Agreement shall automatically cease and terminate on the date of such taking with respect to such portion or portions of the Lowline Property. The City shall be entitled to all compensation and damages from the condemning authorities in connection with any such taking, and the City shall not be obligated to use any such compensation towards the Lowline Property or the Lowline Park.

16. **Indemnity.** FLL will indemnify and defend the City and hold the City harmless from and against all claims, actions, liens, demands, expenses, and judgments for loss, damage, or injury to property or person occurring on or about the Lowline Property and in any way related to or arising from the negligence, gross negligence, strict liability, or intentional conduct by FLL, its agents, employees or volunteers in any use or occupancy of the Lowline Property by the FLL, its agents, employees, or volunteers.

17. **Environmental.**

   a. **Voluntary Cleanup Contract.** FLL, at its own expense, shall comply with and require all agents, licensees, employees, contractors, and subcontractors, prior to commencement of an agreement between the FLL and the agents, licensees, employees, contractor, or subcontractor, to comply with any non-responsible party ("NRP") voluntary cleanup contract ("VCC") or other agreement arising from or relating to environmental conditions on the Property procured by the City, including without limitation VCC-17-6524-NRP (the "City VCC") between the City and the South Carolina Department of Health and Environmental Control, executed by the City on December 14, 2017, a copy of which is attached hereto and incorporated herein by reference as Exhibit B. FLL acknowledges it has been provided a copy of the City VCC prior to entering into this Agreement, that FLL has reviewed the City VCC, and that FLL understands the City VCC.
b. **Covenants.** FLL shall comply with the environmental covenants and other obligations set forth in Exhibit C, attached hereto and incorporated herein by reference.

c. **Environmental Indemnification.** FLL shall indemnify, defend and hold City harmless from and against any and all claims, judgments, damages, penalties, fines, costs (including without limitation, consultants’ fees, experts’ fees, actual attorneys’ fees, investigation and cleanup costs and courts costs), liabilities or losses resulting from (i) a violation of the City VCC by FLL, its agents, employees, contractors or subcontractors; (ii) a violation of the environmental covenants and other obligations in Exhibit C to this Agreement by FLL, its agents, employees, contractors or subcontractors; or (iii) the violation of any provision of any Environmental Laws (as defined in Exhibit C) by FLL, its agents, employees, contractors or subcontractors. This obligation shall survive the termination of this Agreement.

18. **Condition.** FLL acknowledges that the City has made no guarantees or representations with respect to the Property or the City’s right, title, and interest to the Property. This provision shall survive termination or expiration of this Agreement notwithstanding any other provision of this Agreement to the contrary.

19. **Mechanics’ Liens.** FLL shall not permit any claim of lien made by any mechanic, materialman, laborer, or other similar liens to stand against the Lowline Property for work or materials furnished to FLL in connection with any construction, improvements, renovations, maintenance, or repair of the Property or any portion thereof made by FLL or any contractor, subcontractor, agent or representative of FLL. FLL shall cause any such claim of lien to be fully discharged no later than thirty (30) days after the date of filing thereof; provided, however, that if FLL, in good faith, disputes the validity or amount of such claim of lien and provides the City such security as the City may reasonably require to insurance payment thereof, FLL may diligently pursue a resolution of such dispute with continuity and, upon entry of final judgment resolving the dispute, immediately discharge the lien.

20. **Contributions.** The Parties acknowledges that private sector contributions to the commissioning, design, implementation and construction of the Initial Improvements and the Master Plan (collectively, the “Project”) are critical to the success of the Lowline Park. As such, nothing in this Agreement shall be construed as committing the Parties to any level of funding or other contributions for the Project. Likewise, nothing in this Agreement shall be construed as committing the Parties to a particular time frame for completing the Project or any portion thereof, it being understood by the Parties that the target dates set forth in this Agreement are for planning purposes only and are not binding on the Parties. Notwithstanding any other provision of this Agreement, any appropriations for the Project must be approved by City Council, and City Council shall have sole discretion as to whether or not to appropriate funds toward the Project. The Initial Improvements and the Master Plan shall be subject to the prior approval by the Mayor, in the Mayor’s sole discretion.

21. **Events of Default.** Any one or more of the following events shall constitute an Event of Default or Default by FLL under this Agreement:
a. FLL’s failure to observe and perform any covenant, condition or agreement in this Agreement on the part of FLL to be observed or performed within thirty (30) days after written notice from the City specifying such failure and requesting that it be cured, unless the City shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure is such that it cannot be corrected within the applicable period, an Event of Default shall not be triggered if corrective action is instituted by FLL within the applicable period and diligently pursued until the problem is corrected.

b. The dissolution or liquidation of FLL or the filing by FLL of a voluntary petition in bankruptcy.

c. FLL’s failure to maintain in good standing its status as a nonprofit corporation under the laws of the State of South Carolina when that status remains unresolved for ninety (90) days after notice to FLL.

d. FLL’s violation of the South Carolina Solicitation of Charitable Funds Act, codified at section 33-56-10 to -200 of the South Carolina Code.

e. FLL’s failure to maintain its status as a tax exempt organization under section 501(c)(3) of the Internal Revenue Code when that status remains unresolved for ninety (90) days after notice to FLL.

f. The occupancy of any portion of the Lowline Property by an assignee, licensee, lessee, tenant, or other third party approved by FLL without approval from the Mayor.

g. FLL’s failure to comply with Paragraph 17 of this Agreement, including without limitation, FLL’s breach of the covenants and obligations in Exhibit C to this Agreement.

h. FLL’s failure to comply with the insurance requirements in Paragraph 12.c of this Agreement.

22. City’s Remedies Upon Default. Whenever any Event of Default shall have happened and be subsisting, the City may at its option terminate this Agreement and/or take whatever action in law or in equity may appear necessary or desirable to enforce performance and observance of any obligation, agreement, or covenant of FLL under this Agreement. No remedy shall be considered exclusive of any other remedy. Upon the City’s default under this Agreement, FLL’s remedies shall be limited to (a) seeking specific performance or declaratory relief with respect to its rights under this Agreement; or (b) terminating this Agreement upon written notice to the City.

23. No Third Party Rights. Notwithstanding any other provision of this Agreement, this Agreement shall not be construed to create any rights enforceable by the general public or others who are not parties to this Agreement.
24. **City Police Powers.** FLL acknowledges the City's authority under its charter, codes, and ordinances (and other applicable laws) to exercise its police powers to protect the public health, safety, and welfare, including the issuance of building permits, inspection of construction, the issuance of certificates of occupancy, and the enforcement of various construction codes and zoning. Such powers extend to and bind FLL in exercising its rights and obligations under this Agreement. FLL acknowledges the City’s authority to take appropriate action under its charter, codes, and ordinances (and other applicable laws) to provide such protection, and nothing in this Agreement is intended to nor does in fact limit, restrict, or condition that authority. Without limiting the foregoing, the Parties recognize and acknowledge that the Lowline Property is under the full jurisdiction of the City of Charleston Police Department.

25. **Notices.** All notices provided for in this Agreement shall be in writing and shall be deemed to be given when sent by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

   **If to the City:**
   City of Charleston  
   Real Estate Management Division  
   Post Office Box 304  
   Charleston, SC 29402

   **With a copy to:**
   Office of Corporation Counsel  
   50 Broad Street  
   Charleston, SC 29401

   **If to FLL:**
   Winslow Hastie  
   President, Lowcountry Lowline  
   40 East Bay Street  
   Charleston, SC 29401

   **With a copy to:**
   W. Andrew Gowder, Jr.  
   General Counsel, Lowcountry Lowline  
   Austen & Gowder, LLC  
   1629 Meeting Street, Suite A  
   Charleston, S.C. 29405

Either party may, from time to time, by notice in compliance with this Paragraph 25, designate a different address to which notices shall be sent.

26. **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of South Carolina.

27. **Waiver.** Any consent to or waiver of any provision of this Agreement shall not be deemed or construed to be a consent to or waiver of any other provision of this Agreement. Failure on the part of any party to complain of any act or failure to act of any other party, regardless of the duration of such failure, shall not constitute a waiver or modification of any rights under this Agreement. No waiver or modification of this Agreement shall be effective unless the same is in
writing and signed by the party against whom the waiver or modification is sought to be enforced. As to the City, any amendment or modification to this Agreement must be in writing approved by resolution of City Council.

28. **Entire Agreement.** This Agreement is the sole and entire agreement and understanding between the Parties with respect to the matters contemplated in this Agreement. All prior agreements between the Parties, including without limitation the MOU, representations or understandings with respect to the matters contemplated in this Agreement, whether oral or written, shall be merged into this Agreement and shall not be construed to change, amend or invalidate this Agreement. Notwithstanding the foregoing, any rights and obligations in the FLL-City PSA which, by the terms of the FLL-City PSA, survived the City’s purchase of the Property, shall continue in full force and effect.

29. **Amendment.** This Agreement may be amended only by a written instrument executed by the Parties. As to the City, any amendment to this Agreement must be in writing approved by City Council in accordance with applicable laws.

30. **No Adverse Presumption.** The Parties acknowledge that this Agreement arose as the result of arms-length negotiations between the Parties and that this Agreement was prepared with the advice, consent, recommendation and review of the representatives of both Parties. As a result, any ambiguity or uncertainty is not to be construed against the party whose counsel prepared this Agreement on the ground that such party’s counsel drafted this Agreement.

31. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. In addition, this Agreement may contain more than one counterpart of the signature page(s), all of which signature page(s) may be attached to one copy of this Agreement to constitute the entire executed Agreement.

32. **Leases, Licenses, Easements, and Other Agreements.** Notwithstanding anything herein to the contrary, nothing in this Agreement prohibits or limits the City’s right to negotiate and enter into future easements, licenses, leases, rights, or other agreements relating to the Lowline Property, and this Agreement shall further be subject to those existing easements, licenses, leases, rights, and other agreements affecting the Lowline Property, whether or not recorded.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES AND EXHIBITS TO FOLLOW]
IN WITNESS WHEREOF, the City of Charleston, a South Carolina municipality, has executed this Memorandum of Agreement this 4th day of October, 2018.

WITNESSES:

THE CITY OF CHARLESTON

By: John J. Tecklenburg
Name: John J. Tecklenburg
Its: Mayor

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
IN WITNESS WHEREOF, the Lowcountry Lowline, also known as the Friends of the Lowcountry Lowline, a South Carolina nonprofit corporation, has executed this Memorandum of Agreement this 30 day of AUGUST, 2018.

WITNESSES:  

LOWCOUNTRY LOWLINE, also known as FRIENDS OF THE LOWCOUNTRY LOWLINE

By: 

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
EXHIBIT C

STATE OF SOUTH CAROLINA  )
  ) FIRST ADDENDUM TO MEMORANDUM OF
COUNTY OF CHARLESTON  ) AGREEMENT

This First Addendum (this “Addendum”) to the Memorandum of Agreement dated October 9, 2018 (the “MOA”), by and between the CITY OF CHARLESTON, a South Carolina municipality (the “City”), and LOWCOUNTRY LOWLINE, also known as the FRIENDS OF THE LOWCOUNTRY LOWLINE, a South Carolina nonprofit corporation (“FLL”) is entered into on the Effective Date (as hereinafter defined).

RECITALS

WHEREAS, the City remains committed to providing its citizens with meaningful recreational opportunities, both active and passive, and, in furtherance thereof, maintains and operates a City-wide system of parks and green spaces;

WHEREAS, it is in the public interest for the use and enjoyment of these parks and green spaces to be enhanced, and the enjoyment of their varied aspects encouraged;

WHEREAS, on December 21, 2017, the City purchased from FLL certain real property, commonly known as the “Lowline Property,” more particularly described in Exhibit A to the MOA;

WHEREAS, FLL remains committed to its mission of providing additional recreational amenities and programs for the Lowline Property to create an ever-higher quality public realm and encourage increased use of the Lowline Property for parks and other public spaces;

WHEREAS, on October 9, 2018, the City and FLL entered into the MOA, anticipating the continued cooperation between the City and FLL in developing, improving, and operating the Lowline Property as a linear park and the use of the Lowline Property by the City for other public purposes;

WHEREAS, as recited in the MOA, the City and FLL desire to cooperate to transform the Lowline Property, over time, into a publicly-accessible open space, capable of accommodating cyclists and pedestrians, to assist in reknitting neighborhoods, to address recurrent flooding, to relieve traffic, and to provide open space, recreation, and connectivity to planned and existing public parks, neighborhoods, and greenways within the City; and

WHEREAS, the City and FLL desire to enter into this Addendum to facilitate the preliminary design, including community engagement and preparation of working drawings, for the initial phase of the improvement and construction of the Lowline Property.

NOW, THEREFORE, in consideration of the recitals, and of the covenants and agreements of the parties contained in the MOA and this Addendum, the City and the FLL do hereby agree as follows:
1. Conceptual Design. The City hereby allocates Ninety Eight Thousand Twenty and No/100 Dollars ($98,020.00) (the “Funds”) for the FLL to utilize for the conceptual design phase of the linear park to be constructed on the Lowline Property. The Funds shall be retained by the City and payable to the FLL as set forth herein. Any and all agreements relating to the use of the Funds shall be approved, in writing, by (1) the City’s Chief Financial Officer or Deputy Chief Financial Officer (either, the “CFO”); and (2) the City’s Corporation Counsel. All provisions of such agreements shall comply with the requirements applicable to the FLL and its agents, licensees, contractors, subcontractors, and others, as set forth in the MOA. The City shall not be a party to such agreements without prior City Council approval. Any amendments or modifications to such agreements must be approved by (1) the City’s CFO; and (2) the City’s Corporation Counsel. The FLL shall submit all requests for payments relating to the use of the Funds to the CFO, together with any supporting documentation required by the CFO to evaluate the requests, including but not limited to invoices and cleared checks. The CFO shall review and approve or disapprove such requests within thirty (30) days of receipt of all information required by the CFO to evaluate the request.

2. Accounting. Within fifteen (15) days of the FLL’s receipt of a written request by the City, the FLL shall provide a full accounting of the use of the Funds to the City. To the extent any Funds remain after all approved agreements referenced in Section 1 of this Addendum have been completed, the City shall retain any remaining Funds and may reallocate such Funds in City Council’s discretion. Without limiting the foregoing, to the extent the Funds or any portion thereof are not used within one (1) year of the Effective Date, any remaining Funds may be retained by the City and reallocated in City Council’s discretion.

3. MOA. This Addendum supplements the MOA. All terms, conditions, and provisions of the MOA shall remain in full force and effect as if fully set forth and restated in this Addendum.

4. Future Allocations. The City and FLL acknowledge that City, other government sources, private sector and philanthropic contributions to the commissioning, design, implementation, and construction of the Project are critical to the success of the Project. Recognizing the importance of contributions from all of these sources, nothing in this Addendum shall be construed as committing the City or FLL to any future level of funding or other contributions to the Project. Notwithstanding any other provision of this Addendum, any future appropriations for the Project must be approved by City Council, and City Council shall have sole discretion as to whether or not to appropriate funds toward the Project. As part of the initial design and improvement process, the City and FLL will work together to identify funding mechanisms (such as TIF, BID, and others) that could sustain the Project and lessen or eliminate the financial burden for both the City and FLL. Nothing in this agreement will preclude other addenda to the MOA to address matters not covered in the MOA or this Addendum.

5. Effective Date. This Addendum will become effective when all parties have signed it. The date of this Agreement (the “Effective Date”) will be the date this Addendum is signed by the last party to sign it (as indicated by the date associated with that party’s signature).
IN WITNESS WHEREOF, the City of Charleston, a South Carolina municipality, has executed this Addendum this 20th day of December, 2019.

WITNESSES: 

THE CITY OF CHARLESTON 

By: John J. Tecklenburg
Print Name: John J. Tecklenburg
Its: Mayor

[REMAINDER OF PAGE INTENTIONALLY BLANK; SIGNATURE PAGE TO FOLLOW]
IN WITNESS WHEREOF, the Lowcountry Lowline, also known as the Friends of the Lowcountry Lowline, a South Carolina nonprofit corporation, has executed this Addendum this 28th day of November, 2019

WITNESSES:

[Signatures]

LOWCOUNTRY LOWLINE, also known as FRIENDS OF THE LOWCOUNTRY LOWLINE

[Signature]

Print Name: Thomas Braden
Its: [Signature]

[END OF DOCUMENT]
AN ORDINANCE

TO PROVIDE FOR THE ANNEXATION OF PROPERTY KNOWN AS 3919 SAVANNAH HIGHWAY (1.83 ACRE) (TMS# 285-00-00-205), 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. THE PROPERTY IS OWNED BY LILLIE AND CARL SMALLS.

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

Section 1. As an incident to the adoption of this Ordinance, City Council of Charleston finds the following facts to exist:

A) Section 5-3-150, Code of Laws of South Carolina (1976) as amended, provides a method of annexing property to a city or town upon a Petition by all persons owning real estate in the area requesting annexation.

B) The City Council of Charleston has received a Petition requesting that a tract of land in Charleston County hereinafter described be annexed to and made a part of the City of Charleston, which Petition is signed by all persons owning real estate in the area requesting annexation.

C) The area comprising the said property is contiguous to the City of Charleston.

Section 2. Pursuant to Section 5-3-150, Code of Laws of South Carolina (1976) as amended, the following described property be and hereby is annexed to and made part of the City of Charleston and is annexed to and made part of present District 5 of the City of Charleston, to wit:

SAID PROPERTY to be annexed, 3919 Savannah Highway, (1.83 acre) is identified by the Charleston County Assessors Office as TMS# 285-00-00-205, (see attached map) and includes all marshes shown within the area annexed upon a map attached hereto and made a part hereof.

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 the Independence of the United States of America.

By:

______________________________  
John J. Tecklenburg  
Mayor

Attest:  
______________________________  
Jennifer B. Cook  
Clerk of Council
# Annexation Profile

<table>
<thead>
<tr>
<th>Parcel Address:</th>
<th>3919 Savannah Highway</th>
</tr>
</thead>
<tbody>
<tr>
<td>Owner Names:</td>
<td>Lillie and Carl Smalls</td>
</tr>
<tr>
<td>Parcel ID:</td>
<td>2850000205</td>
</tr>
</tbody>
</table>

**Mailing Address:** 2526 Flamingo Dr  
**City Area:** West Ashley  
**Council District:** 5  
**Within UGB:** Yes  
**Presented to Council:** 4/13/2021  
**Status:** Received Signed Petition  
**Year Built:**  
  - Number of Units: 0  
  - Number of Persons: 0  
  - Race: Commercial  
  - Acreage: 1.83  
  - Current Land Use: Commercial  
  - Current Zoning: CC  
  - Requested Zoning: GB  
  - Recommended Zoning: GB  
  - Appraised Value: $200,000.00  
  - Assessed Value: $12,000.00  
  - Stormwater Fees: To Be Calculated

<table>
<thead>
<tr>
<th>Police</th>
<th>Located in existing service area - Team 4</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fire</td>
<td>Located in existing service area - Station 14</td>
</tr>
</tbody>
</table>

**Public Service**

<table>
<thead>
<tr>
<th>Sanitation</th>
<th>Located in existing contract area. Property is undeveloped.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Storm Water</td>
<td>Contiguous to existing service area.</td>
</tr>
<tr>
<td>Streets and Sidewalks</td>
<td>No additional City-maintained right-of-way</td>
</tr>
</tbody>
</table>

**Traffic and Transportation**

<table>
<thead>
<tr>
<th>Signalization</th>
<th>None</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signage</td>
<td>None</td>
</tr>
<tr>
<td>Pavement Markings</td>
<td>Fair Condition</td>
</tr>
</tbody>
</table>

**Charleston Water System**  
CWS service area.

**Planning**

<table>
<thead>
<tr>
<th>Urban Growth Line</th>
<th>Property is an undeveloped site within the line.</th>
</tr>
</thead>
<tbody>
<tr>
<td>City Plan (Century Five)</td>
<td>Highway</td>
</tr>
<tr>
<td>Elevation Range</td>
<td>2-8 ft</td>
</tr>
</tbody>
</table>

**Parks**  
Already being served.

**Notes/Comments:**

---

**City Plan Recommendation:** The existing development and proposed zoning is consistent with the City Plan. Recommend annexation.
STATE OF SOUTH CAROLINA  )
COUNTY OF CHARLESTON  )
PETITION FOR ANNEXATION

TO THE HONORABLE MAYOR AND CITY COUNCIL OF CHARLESTON

WHEREAS, SECTION 5-3-150 (3) Code of laws of South Carolina provides for the
annexation of an area or property which is contiguous to a City by filing with the municipal
governing body a petition signed by all persons owning real estate in the area requesting
annexation, and

WHEREAS, the undersigned are all persons owning real estate in the area requesting
annexation, and

WHEREAS, the area requesting annexation is described as follows, to wit:

SAID PROPERTY, located in West Ashley (approximately 1.83 acres) to be annexed is
identified by the Charleston County Assessors Office as Property Identification Number: TMS#
285-00-00-205 (Address: 3919 Savannah Hwy).

NOW, THEREFORE, the undersigned petition the City Council of Charleston to annex the
above described area into the municipal limits of the City of Charleston.

FREEHOLDERS (OWNERS) SIGNED DATE OF SIGNATURE

Lillie M. Smalls 3/22/2021
(Signature) (Date)

Lillie M. Smalls
(Print Name)

Carl Smalls 3/22/2021
(Signature) (Date)

Carl Smalls
(Print Name)
Annexation Map

Location: West Ashley

Property Address: 3919 Savannah Hwy

Tax Map # (TMS): 2850000205

Area (Acres): approx. 1.83

Council District: 5