FOR THE MEETING OF:

July 21, 2021
5:00PM - Regular Meeting
A meeting of the Planning Commission will be held Wednesday, July 21, 2021, at 5:00 p.m., virtually via Zoom. Register and access the meeting online at: https://us02web.zoom.us/webinar/register/WN_qb8CCVjxTcWo8DughRZDRQ. To access via phone, dial 1 (301) 715-8592. Meeting ID# 853 0771 7064. Technical assistance line: (843) 724-3788. The meeting will be recorded and streamed on YouTube.

Public Comment Instructions:
Use one of the following methods to request to speak at the meeting or provide comments for the Commission. Provide your name, address, telephone number, meeting date, project number. Requests to speak at the meeting and comments must be received by 12:00 p.m., Wednesday, July 21st:

1. Call 843-724-3765; or
2. Complete the form at http://innovate.charleston-sc.gov/comments/; or
3. Send an email to Boards@charleston-sc.gov; or
4. Mail comments to: Department of Planning, Preservation and Sustainability, 2 George Street, 3rd floor, Charleston, SC 29401.

The following applications will be considered. Information on the applications, will be available at www.charleston-sc.gov/pc in advance of the meeting.

rezonings

1. Properties on George St, Society St and King St (Downtown – Peninsula) TMS # 4570404007, 008, 112, 025, 113 and 017 – approx. 1.74 ac. Request rezoning from General Business (GB) to Mixed-Use/Workforce Housing (MU-2/WH).
   Owners: GS Acquisitions, LLC; ENT SD, LLC
   Applicant: Hellman Yates, PA

2. Properties on Cumberland St, Church St and Liguand St (Downtown – Peninsula) TMS # 4580503089, 090, 091, 093 and 087 – approx. 0.68 ac. Request rezoning from General Business (GB) to Mixed-Use/Workforce Housing (MU-2/WH).
   Owner/Applicant: Cumberland, LLC

3. Properties on Maybank Hwy (Rhett’s Cove – Johns Island) TMS # 2790000029, 030, 031 and 035 – approx. 10.6 ac. Request approval of the Rhett’s Cove Planned Unit Development (PUD) Master Plan and Development Guidelines and to zone and rezone subject properties to PUD (Rhett’s Cove). Subject properties are currently zoned Commercial Transitional (CT) in the City of Charleston; and Planned Development (PD) and Maybank Highway Corridor Overlay District (OD_MHC) in Charleston County.
   Owners: 1108 Gregory St, LLC, et. al.
   Applicant: HLA, Inc.
**DEVELOPMENT AGREEMENT**

1. Laurel Island (Peninsula) TMS # 4180000006, 4500000013, 4590200013, 4611303024, 100, 101, 102, 4640000002, 006, 023 and 038 – approx. 352.35 ac. Request approval of a Development Agreement between the City of Charleston; Charleston County; LRA Promenade, LLC; LRA Promenade North, LLC; and LID OZ I, LLC.

   An additional public hearing before City Council regarding the proposed development agreement will be held August 17, 2021 at 5:00 p.m.

**ORDINANCE AMENDMENT**

1. An ordinance to amend Article 3 (Site Regulations), Part 11 (One-family attached dwellings) of Chapter 54 of the Code of the City of Charleston (Zoning Ordinance) to add new regulations for one-family attached dwellings in the GB zone district.

**ZONINGS**

1. 1349 and 1351 Ashley River Rd (Washington Park – West Ashley) TMS # 4180500001 and 002 – approx. 0.53 ac. Request zoning of General Business (GB). Zoned St Andrews Blvd Overlay District/Community Commercial (OD_STA/CC) in Charleston County.

   Owners: Graphic Glamour Holdings, LLC & Shubh Labh of Charleston, LLC

2. 109 Magnolia Rd (Ashley Forest – West Ashley) TMS # 4181300132 – approx. 0.13 ac. Request zoning of Single- and Two-Family Residential (STR). Zoned Mixed Style Residential (M-12) in Charleston County.

   Owner: Darren Finan

3. 2710 Pine Log Ln (Johns Island) TMS # 3120000251 – approx. 4.66 ac. Request zoning of Diverse Residential (DR-6). Zoned Single-Family Residential (R-4) in Charleston County.

   Owner: Carey S. Rivers

Individuals with questions concerning the above items should contact the Department of Planning, Preservation and Sustainability at (843) 724-3765. Additional information on these cases may also be obtained by visiting www.charleston-sc.gov/pc.

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.
CITY OF CHARLESTON
PLANNING COMMISSION

July 21, 2021

Rezoning 1:

Properties on George St, Society St and King St
(Downtown – Peninsula)

BACKGROUND

The applicant is requesting to rezone the subject properties from General Business (GB) to Mixed-Use Workforce Housing (MU-2/WH). The subject property is currently occupied by surface parking and commercial structures and is located between King and Meeting Street corridors in the heart of the city’s core business district. Surrounding development is predominantly commercial but also includes residential and accommodations. Surrounding zonings include General Business (GB) and Mixed-Use (MU-2). The current zoning is most appropriate for commercial use, whereas the proposed zoning would provide more opportunity for mixed-use development and workforce housing.

CENTURY V CITY PLAN RECOMMENDATIONS

The Century V Plan recommends maintaining the character of established areas in the City when considering the rezoning of property. The subject property is designated in the Century V Plan as Urban Core which is typified by the densest, most mixed-use portions of the City. The tallest buildings occur here along with the most buildings of regional significance. Given the current existing surrounding zoning and existing development patterns, the proposed zoning is appropriate for this site.

STAFF RECOMMENDATION

APPROVAL
REZONING 1

Properties on George St, Society St and King St (Downtown – Peninsula)

TMS # 4570404007, 008, 112, 025, 113 and 017

approx. 1.74 ac.

Request rezoning from General Business (GB) to Mixed-Use/Workforce Housing (MU-2/WH).

Owners: GS Acquisitions, LLC; ENT SD, LLC
Applicant: Hellman Yates, PA
Properties on George St, Society St and King St, Century V Plan (Urban Core)
CITY OF CHARLESTON
PLANNING COMMISSION

July 21, 2021

Rezoning 2:

Properties on Cumberland St, Church St and Liguard St
(Downtown – Peninsula)

BACKGROUND

The applicant is requesting to rezone the subject properties from General Business (GB) to Mixed-Use Workforce Housing (MU-2/WH). It currently is zoned within the Accommodations Overlay and has entitlements for a 50-room hotel. The subject properties located in the heart of the historic tourist district are currently occupied by surface parking and two-story commercial buildings. Surrounding development includes accommodations, restaurant and retail establishments, St Philips Church, and some residential. Surrounding zonings include General Business (GB) and Single-Family Residential (SR-5). The current zoning is most appropriate for commercial use, whereas the proposed zoning would provide more opportunity for mixed-use development and workforce housing.

CENTURY V CITY PLAN RECOMMENDATIONS

The Century V Plan recommends maintaining the character of established areas in the City when considering the rezoning of property. The subject property is designated in the Century V Plan as Urban Core which is typified by the densest, most mixed-use portions of the City. The tallest buildings occur here along with the most buildings of regional significance.

STAFF RECOMMENDATION

TO BE DISCUSSED AT MEETING
REZONING 2

Properties on Cumberland St, Church St and Linguard St
(Downtown – Peninsula)

TMS # 4580503089, 090, 091, 093 and 087
approx. 0.68 ac.

Request rezoning from General Business (GB) to
Mixed-Use/Workforce Housing (MU-2/WH).

Owner/Applicant: Cumberland, LLC
Properties on Cumberland St, Church St and Liguaard St, Century V Plan (Urban Core)
CITY OF CHARLESTON
PLANNING COMMISSION

July 21, 2021

Rezoning 3:

Properties on Maybank Hwy
(Rhett’s Cove – Johns Island)

BACKGROUND

The applicant is requesting approval of the Rhett’s Cove Planned Unit Development (PUD) Master Plan and Development Guidelines and to zone and rezone subject properties to PUD (Rhett’s Cove). The subject properties include undeveloped forested land and partially developed parcels with restaurants Tattooed Moose and Braised in the South. Surrounding development includes a variety of commercial, recreation, religious and residential. Surrounding zonings along the Maybank Highway corridor include General Business (GB), General Office (GO) and Commercial Transitional (CT).

The proposed Planned Unit Development (PUD) Master Plan and Development Guidelines would create a mixed-use and walkable community, with 3.3 acres of open space, 9.1 acres of residential (at 6.9 units per acre) and 1.2 acres of commercial. The proposed development would also prioritize the protection of existing grand trees and wetlands on site and street connectivity throughout as recommended in the Johns Island Community Plan.

CENTURY V CITY PLAN RECOMMENDATIONS

The Century V Plan recommends maintaining the character of established areas in the City when considering the rezoning of property. The subject property is designated in the Century V Plan as Suburban which is typified by lower density (4-8 units/acre), suburban-style areas, adjacent to higher zones that include some mixed-use. Limited mixed-use is allowed at key cross roads. Given the current existing surrounding zoning, existing development patterns, and that the location falls on a major corridor, the proposed PUD and development guidelines is appropriate for this site. The PUD is also consistent with the recommendations of the Johns Island Community Plan.

STAFF RECOMMENDATION

APPROVAL
REZONING 3

Properties on Maybank Hwy
(Rhett’s Cove – Johns Island)

TMS # 2790000029, 030, 031 and 035

approx. 10.6 ac.

Request approval of the Rhett’s Cove Planned Unit Development (PUD) Master Plan and Development Guidelines and to zone and rezone subject properties to PUD (Rhett’s Cove). Subject properties are currently zoned Commercial Transitional (CT) in the City of Charleston; and Planned Development (PD) and Maybank Highway Corridor Overlay District (OD_MHC) in Charleston County.

Owners: 1108 Gregory St, LLC, et. al.
Applicant: HLA, Inc.
Properties on Maybank Hwy (Rhett’s Cove – Johns Island), Century V Plan (Suburban)
DEVELOPMENT GUIDELINES FOR

RHETT’S COVE PUD

PLANNED UNIT DEVELOPMENT

DATE:  7-20-2021

CITY OF CHARLESTON – JOHNS ISLAND, SOUTH CAROLINA

CITY PROJECT ID#: PUD2020-000016

LOCATION MAP

NOT TO SCALE

PREPARED FOR:
Stanley Martin Homes
502 Wando Park Blvd Suite 101
Mt. Pleasant, South Carolina 29464

PREPARED BY:
HLA, Inc.
29A Leinbach Drive
Charleston, South Carolina 29407
**SECTION 1**  RELATIONSHIP TO THE CITY ORDINANCE OF THE CITY OF CHARLESTON

**SECTION 2**  INTRODUCTION AND BACKGROUND INFORMATION

2.01 Project Location
2.02 Total Area
2.03 TMS#'s/Property Owners
2.04 Current Zoning
2.05 Background Information
2.06 Development Summary
2.07 Goals for the Project

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3.02 Net Density
3.03 Development Pods

**SECTION 4**  ZONING CRITERIA

4.01 Residential District (RD)
4.02 Commercial District (CD)

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5.02 Total Useable Open Space
5.03 Conceptual Plan for Open Space
5.04 Ownership and Maintenance of Open Space
5.05 Open Space Definition from the Zoning Ordinance

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6.02 Street Frontage Buffer
6.03 Land Use Buffer
6.03 Ownership and Maintenance

**SECTION 7**  TREE SUMMARY

7.01 Summary of Existing Trees
7.02 Tree Protection Standards

**SECTION 9**  RIGHT-OF-WAY

8.01 Road Ownership
8.02 Dimensions
8.03 Sidewalks
8.04 Street Lights / Street Trees
8.05 Emergency / Public Service Access
DEVELOPMENT GUIDELINES
FOR
RHETT’S COVE
PLANNED UNIT DEVELOPMENT
JOHNS ISLAND, SOUTH CAROLINA
CITY PROJECT ID# PUD2020-000016

June 21, 2021

EXCEPT AS SPECIFICALLY SET FORTH BELOW, CURRENT MINIMUM PLANNED UNIT DEVELOPMENT STANDARDS SET FORTH IN THE CITY OF CHARLESTON ZONING ORDINANCE SHALL CONTROL.

SECTION 1 RELATIONSHIP TO THE ZONING ORDINANCE OF THE CITY OF CHARLESTON

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

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

The Rhett’s Cove PUD Master Plan was approved by Charleston City Council on ___________. Ordinance Number ________________
SECTION 2 INTRODUCTION AND BACKGROUND INFORMATION

Executive Summary

This Planned Unit Development (PUD) is intended to meet the criteria per Section 54-254 in the City of Charleston zoning ordinance. The PUD allows flexibility in a residential/commercial design to create a residential community around an established restaurant for Johns Island while providing open space and protecting grand trees and wetlands on site. This document is consistent with City’s adopted Comprehensive Plan, the Century V Plan, the John’s Island Community Plan, The Dutch Dialogues and the proposed Johns Island Maybank Highway Corridor Overlay Zoning District.

The Planned Development aims to celebrate the natural characteristic of Johns Island for compatibly with proposed density, landscape buffers and a mixture of uses to provide housing and entertainment within a single walkable community. The design character and urban form of Rhett’s Cove will exhibit the physical design characteristics of a close-knit community in order to preserve the natural beauty of the rear of the site. Rhett’s Cove will allow for a street network that will connect Maybank Highway through the existing restaurant access to a future cross island connector road.

2.01 Project Location

Rhett’s Cove is located on Johns Island, in the City of Charleston, Charleston County, South Carolina. The project will be located over three (3) tracts and part of a fourth tract of land situated on the north side of Maybank Highway. (See Location map below and Existing Condition Plan in Appendix B)
2.02 **Total Area**

The Site consists of 10.636 gross acres with a highland acreage of 8.564 acres and 2.072 acres of jurisdictional wetlands. There are no OCRM Critical Areas on the Site and there is one dedicated use for the existing Tattooed Moose restaurant on parcel 279-00-00-031.

<table>
<thead>
<tr>
<th>Gross Acreage:</th>
<th>10.636 acres</th>
</tr>
</thead>
<tbody>
<tr>
<td>Net Acreage:</td>
<td>8.564 acres</td>
</tr>
<tr>
<td>Jurisdictional Wetlands:</td>
<td>2.072 acres</td>
</tr>
</tbody>
</table>

2.03 **TMS #’s/Property Owners**

The properties included within the PUD have the following TMS’\'s:

<table>
<thead>
<tr>
<th>TMS #’s</th>
<th>Owner</th>
<th>Gross Ac.</th>
<th>Wetland Ac.</th>
<th>Net Ac.</th>
</tr>
</thead>
<tbody>
<tr>
<td>279-00-00-029</td>
<td>1108 Gregory St, LLC</td>
<td>2.278</td>
<td>0.302</td>
<td>1.976</td>
</tr>
<tr>
<td>279-00-00-030</td>
<td>GANB, LLC</td>
<td>2.287</td>
<td>0.368</td>
<td>1.919</td>
</tr>
<tr>
<td>279-00-00-031</td>
<td>Kulick Properties</td>
<td>4.593</td>
<td>0.875</td>
<td>3.718</td>
</tr>
<tr>
<td>279-00-00-035</td>
<td>Consultants, LLC 24/7</td>
<td>1.478</td>
<td>0.527</td>
<td>0.951</td>
</tr>
</tbody>
</table>

2.04 **Current Zoning**

The project is located within the Urban Growth Boundary on Johns Island and the current zoning designations are as follows:

<table>
<thead>
<tr>
<th>TMS #’s</th>
<th>Owner</th>
<th>Current Zoning</th>
</tr>
</thead>
<tbody>
<tr>
<td>279-00-00-029</td>
<td>Charleston County</td>
<td>Planned Development (PD)</td>
</tr>
<tr>
<td>279-00-00-030</td>
<td>City of Charleston</td>
<td>Commercial Transitional (CT)</td>
</tr>
<tr>
<td>279-00-00-031</td>
<td>Charleston County</td>
<td>Planned Development (PD)</td>
</tr>
<tr>
<td>279-00-00-035</td>
<td>Charleston County</td>
<td>Overlay District Maybank Hwy. Corridor (OD_MHC)</td>
</tr>
</tbody>
</table>


The proposed Johns Island Maybank Highway Overlay Zoning places the site within the Charleston County Limited Commercial District.

All parcels under the Charleston County jurisdiction have been submitted for annexation into the City of Charleston and have been through a First Reading at City Council.
2.05 Background information

The Rhett’s Cove tracts are located on Johns Island in South Carolina’s Coastal Zone. The site comprises mostly of previously undeveloped parcels. Parcel 279-00-00-030 contains an existing restaurant, which will continue its current operations. The existing access into this parcel will be upgraded and utilized as the entrance into the whole development. The recently released Dutch Dialogues Charleston Final Report places the site within Community Zone which is above 15’ in elevation. This allows for Moderate to Urban density of a development with mixed foundation types and limited to moderate fill.

2.06 Development Summary

This PUD is proposing two different types of land use, commercial and residential. The existing commercial use is planned to operate as it does currently. Upon annexation into the City of Charleston the commercial use shall apply for a City of Charleston Business License and Certificate of Occupancy by providing all necessary documents including a floor plan sealed by a design professional. Potential future commercial use will conform to the following criteria as taken from the forthcoming Johns Island Maybank Highway Corridor Overlay Zoning District Limited Commercial Area.

1. Maximum lot occupancy not to exceed 60% of lot.
2. Maximum individual building footprint not to exceed 10,000 square feet.
3. Maximum building height not to exceed 45’ or 3 ½ stories.

2.07 Goals for the Project

The development goal for this tract is to integrate one-family attached dwelling units with the existing commercial land use while incorporating an open space system that is in keeping with the urban growth recommendations of The City of Charleston Comprehensive Plan. In addition, a trail system/sidewalk will be provided to connect the residential and commercial area with the open space areas of the neighborhood. These neighborhood trails and walks could provide opportunity for future connection to the regional trail system that is indicated in the Johns Island Community Greenway Plan. This planned development is intended to allow flexibility in a neighborhood design. The residential portion of this PUD shall be developed as one-family attached dwellings. The commercial portion standards are intended to conserve the existing use of the site for the Tattooed Moose restaurant. The community will consist of tree lined streets with ADA compliant sidewalks and trail system for community walkability. There will be one, main point of entry from Maybank Highway. Two secondary street connections shall tie the community into the proposed street network and potential future development. This PUD promotes the connectivity goals of the City of Charleston, Johns Island Community Plan and forthcoming Maybank Highway Overlay Zoning District.

The intent of the development is to preserve the natural environment and existing trees as much as possible, as well as prevent the unregulated clear-cutting of trees and natural vegetative cover, and provide for the inclusion of native trees in the landscape.
requirements of this PUD. The clear-cutting of trees or any vegetation cover will not be allowed on any lot, parcel or tract.

SECTION 3  LAND USE

3.01 Area breakdown
The proposed development will contain commercial and residential uses. The PUD will categorize the development into two designations; Residential District (RD) and Commercial District (CD).

<table>
<thead>
<tr>
<th>AREA</th>
<th>TOTAL ACREAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Buildable Area</td>
<td>1.82 AC</td>
</tr>
<tr>
<td>Total Open Space</td>
<td>3.303 AC</td>
</tr>
<tr>
<td>Buffers</td>
<td>0.69 AC</td>
</tr>
<tr>
<td>Right-Of-Way</td>
<td>2.56 AC</td>
</tr>
<tr>
<td>Wetlands</td>
<td>2.072 AC</td>
</tr>
<tr>
<td>HOA Areas</td>
<td>4.472 AC</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>LAND USE</th>
<th>TOTAL ACREAGE</th>
<th>HIGHLAND ACREAGE</th>
<th>WETLANDS ACREAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>RD</td>
<td>9.068 AC</td>
<td>6.996 AC</td>
<td>2.072 AC</td>
</tr>
<tr>
<td>CD</td>
<td>1.568 AC</td>
<td>1.568 AC</td>
<td>–</td>
</tr>
<tr>
<td>Total</td>
<td>10.636</td>
<td>8.564</td>
<td>2.072</td>
</tr>
</tbody>
</table>

3.02 Net Density

<table>
<thead>
<tr>
<th>Gross Acres</th>
<th>Net Acres</th>
<th>Maximum Dwelling Units (DU) Allowed</th>
<th>Net Density</th>
</tr>
</thead>
<tbody>
<tr>
<td>10.636</td>
<td>8.564</td>
<td>59</td>
<td>6.9 D.U. / acre</td>
</tr>
</tbody>
</table>

3.03 Development Pods

Residential District (RD):

The area designated as a Residential District (RD) shall adhere to the City of Charleston Zoning Ordinance Article 3, Part 11 – One-Family Attached Dwelling, Section 54-353 except as stated otherwise in this document.

Commercial District (CD)

The area designated as a Commercial District (CD) shall adhere to the City of Charleston Zoning Ordinance Article 3, Part 1 for General Business Non-Residential except as stated otherwise in this document.
SECTION 4  ZONING CRITERIA

4.01 Residential District (RD)

A. Land Uses:

The Residential District areas shall contain residential land uses and open spaces. Within the RD district land and buildings may be erected, altered, or used for the following permitted uses:

1. One-family attached dwelling units.
2. Home occupations subject to permitting procedures and restrictions for Home Occupations per Sec. 54-211 of the City of Charleston Zoning Ordinance.
3. Corner lots shall meet City of Charleston vision clearance triangle requirements.
4. Steps, balconies, patios, open stairways, entry covers, bay windows, fire boxes and decks may extend fully into setbacks, but in no instance can they extend into the right of way or drainage easements.
5. Eaves may extend two feet (2’) into setbacks, however in no instance can any structure or eave extend into a Right-of-way or drainage easement.
6. Fences may be up eight feet (8’) in height.
7. One group of up to six (6) model homes can be permitted and constructed prior to final plat for the purpose of modeling the product and for use as a marketing / sales office. Certificate of occupancy shall not be issued until the final plat has been recorded.
8. One driveway with a maximum width of eleven (11) feet shall be permitted in the front yard. There is no maximum width for driveways along a rear alley.
B. Dimensional and Development Standards

RD Zoning Criteria shall allow one-family attached dwelling units with the following setback, height and lot occupancy requirements. Criteria not specifically addressed within this document shall adhere to City of Charleston Code of Ordinance Part 11 – One-Family Attached Dwelling, Section 54-353 Zoning Codes.

<table>
<thead>
<tr>
<th>RD – Residential District</th>
<th>Density/Intensity and Dimensional Standards</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minimum Lot Area</td>
<td>1,200 square feet</td>
</tr>
<tr>
<td>Minimum Lot Width</td>
<td>20’ feet</td>
</tr>
<tr>
<td>Minimum Lot Width for cul-de-sacs</td>
<td>16’ feet</td>
</tr>
<tr>
<td>Minimum Lot Depth</td>
<td>60’ feet</td>
</tr>
<tr>
<td>Minimum Setbacks:</td>
<td></td>
</tr>
<tr>
<td>Front</td>
<td>25 feet*</td>
</tr>
<tr>
<td>Side (for end units)</td>
<td>10 feet</td>
</tr>
<tr>
<td>Rear</td>
<td>10 feet*</td>
</tr>
<tr>
<td>Accessory Building Setbacks:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>No accessory buildings are permitted</td>
</tr>
<tr>
<td>Maximum Lot Occupancy</td>
<td>60% of lot</td>
</tr>
<tr>
<td>Maximum Height</td>
<td>45’ / 3-½ story</td>
</tr>
<tr>
<td>Minimum Off-street Parking Requirement</td>
<td>2 per unit</td>
</tr>
<tr>
<td>Maximum units in a row</td>
<td>8 units</td>
</tr>
</tbody>
</table>

*Rear loaded dwelling units have a front setback of 5’ and a rear setback of 25’.

4.02 Commercial District (CD)

A. Land Uses:

The Commercial District development area allows General Business land uses as set within the City of Charleston Code of Ordinance Article 2, Part 4 – Table of Permitted Uses. No residences are allowed within the Commercial District.

Allowable CD land uses include the following:
- **Eating and drinking Places** – Restaurant and Bar – a full-service, sit-down restaurant, full-service bar providing beer, wine, and liquor. The sale of beer, wine, and liquor will not require any special zoning permits. The Restaurant and Bar will also provide catering services, both inside the Restaurant and Bar and outside during special events. The Restaurant and Bar shall have an outdoor patio, providing outdoor sitting within the areas designated as patron use areas on plans submitted with this PUD and approved by the City of Charleston. The facility shall be allowed to be open from 8 A.M. until 2 A.M., seven days a week. It is understood that staff may be present outside the hours of operation for preparation and cleanup. Occupancy of the Restaurant and Bar shall be determined by the City of Charleston Fire Marshall and Chief Building Official and shall comply to all limitations placed by both Chief Building Official and the Fire Marshall.

B. **Dimensional and Development Standards**

CD Zoning Criteria items not specifically addressed with this Planned Development shall comply with the City of Charleston General Business (GB) Zoning Codes.

<table>
<thead>
<tr>
<th>CD –Commercial District Density/Intensity and Dimensional Standards</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minimum Lot Area</td>
</tr>
<tr>
<td>Minimum Lot Width</td>
</tr>
<tr>
<td>Maximum Lot Occupancy</td>
</tr>
<tr>
<td>Maximum Height</td>
</tr>
<tr>
<td>Maximum Individual Building Footprint</td>
</tr>
<tr>
<td>Minimum Parking Requirement* (Eating and Drinking Places)</td>
</tr>
</tbody>
</table>

* Any future proposed uses other than eating and drinking places shall follow the minimum off-street parking standards as identified in the City of Charleston’s Zoning Ordinance; Article 3, Part 4 – Off-Street Parking Requirements.

All waste receptacles, such as dumpsters, trash cans, recycling cans, etc., shall not be placed closer that fifty feet (50’) to a residential property line.

Upon construction of the street an prior to final plat approval, the existing commercial parking lot shall be improved with the installation of a 20-foot-long paved driveway entrance.
SECTION 5  OPEN SPACE

5.01  Total Open Space Area

- 10.636 Gross Acres x 20% = 2.127 Acres of Open Space Required
  (Minimum 20% of gross area open space required)

5.02  Total Useable Open Space

- 2.127 Acres of Open Space x 25% = 0.531 Acres of Usable Open Space Required
  (Minimum 25% of total open space required)

5.03  Conceptual Plan for Open Space

The open space may consist of, but will not be limited to, community open spaces for
passive or active recreation areas, walking trails, picnic areas not associated with
restaurant, sitting areas, playground features, community gardens and a landscaped
pond that will be created for the enjoyment of all residents. All amenity areas with a non-
residential building(s) must receive approval by the City’s Technical Review Committee
(TRC). No more than fifty percent (50%) of the total area of created water features or
wetlands may be used when calculating open space areas. Buffers are allowed to be used
to calculate open space. Outdoor patron use for the existing restaurant may not be
calculated for open space. See Exhibit D for the Conceptual Open Space Plan.

5.04  Ownership and Maintenance of Open Space

Open space shall be privately owned and maintained by the POA (Property Owners
Association) for the use of the community. All open space created in the PUD shall be
for the use of all residents of the Rhett’s Cove community.

5.05  Open Space Definition from the Zoning Ordinance

Section 54-120 – Definitions:
Open Space - Any parcel or area of land or water essentially unimproved and set aside,
dedicated, designated or reserved for public or private use or enjoyment, or for the use
and enjoyment of owners and occupants of land adjoining or neighboring such open
space. Open space shall not include streets, drives, off-street parking and loading areas,
area so located or of such size or shape to have no substantial aesthetic or recreational
value and any area within residential lots.
SECTION 6  BUFFERS

6.01 Required landscape buffers

Required buffers shall follow the standards in the zoning ordinance except as stated in this document. Buffers shall not be used for commercial activity except as allowed for within the City of Charleston’s Zoning Ordinance.

6.02 Street Frontage Buffer

<table>
<thead>
<tr>
<th>Maybank Highway Buffer Depth and Planting Schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td>Existing plant material may be used to satisfy requirements.</td>
</tr>
<tr>
<td>Minimum Buffer Depth</td>
</tr>
<tr>
<td>Minimum Buffer Landscaping (Plants per 100 linear feet)</td>
</tr>
<tr>
<td>Canopy Trees</td>
</tr>
<tr>
<td>Understory Trees (At least 50 percent evergreen)</td>
</tr>
<tr>
<td>Shrubs</td>
</tr>
<tr>
<td>Street Trees (May be counted toward canopy tree requirement)</td>
</tr>
<tr>
<td>Sidewalk</td>
</tr>
<tr>
<td>Street Lighting: (per City of Charleston Park Dept. recommendations)</td>
</tr>
</tbody>
</table>

6.03 Land Use Buffers

<table>
<thead>
<tr>
<th>Land Use Buffer Depth and Planting Schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td>Existing plant material may be used to satisfy requirements.</td>
</tr>
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</tr>
<tr>
<td>Understory Trees (At least 50 percent evergreen)</td>
</tr>
<tr>
<td>Shrubs</td>
</tr>
<tr>
<td>An 8’ high opaque wall or fence shall be required within or adjacent to the buffer.</td>
</tr>
</tbody>
</table>

- No external land use buffers are required within Rhett’s Cove development.
• Land use buffers are to be placed on commercial district land.
• All buffers must be installed as required prior to final plat approval.

6.04 Ownership and Maintenance

All buffer areas in the Residential District areas shall be owned and maintained by the POA (Property Owners Association). All buffer areas in Commercial District shall be owned and maintained by the property owners on which land they occur.

SECTION 7 TREE SUMMARY

7.01 Summary of Existing Trees

Please see the existing conditions plan, Exhibit B, in the exhibits section of this document for the locations and size of all existing Grand Trees (as defined in the City of Charleston Zoning Ordinance). A local Certified Arborist evaluated the health and condition of all Grand Trees on the Site and a report will be provided to the City of Charleston planning staff at the time of submission of the construction drawings and/or variance request.

7.02 Tree Protection Standards

All tree protection standards as described in the Zoning Ordinance shall control. Tree barricades shall be required to provide tree protection. Any request for removal or encroachment of a Grand Tree shall require approval from the Board of Zoning Appeals – Site Design.

SECTION 8 RIGHT-OF-WAY

8.01 Road Ownership

The project shall be served by a publicly dedicated street system designed and constructed to meet the City of Charleston standards. Access will be provided to the community via an entrance from Maybank Highway and rights-of-way will extend to the adjacent property lines to allow for connectivity with future developments. Sight distance and visibility at all exits and/or intersections will be maintained in accordance with SCDOT Access and Roadside Management Standards (ARMS) Manual. Roadway and traffic signage shall conform to the Manual on Uniform Traffic Control Devices (MUTCD). Street connections to adjoining undeveloped tracts shall include a temporary turnaround, in the form of easements or right-of-way, until such time that the adjoining tract is developed and the temporary turnaround area can be developed.
8.02 **Dimensions**

All road rights-of-way shall be a minimum of 50’ with the exceptions of alleys that may be 20’. The public street section shall include a 22’ minimum paved section, vertical curbs, and tree lawn areas. On-street parking will be allowed on one side of the street where the pavement surface is a minimum of 27’. Upon approval of the City of Charleston’s Traffic and Transportation and Engineering Departments, signs will be posted at on-street parking locations within the RD stating that on-street parking is for residents and guests only, not for patrons of the CD. Street sections may also be modified in order to preserve grand trees within the right-of-way. See Exhibit F at the end of this document for street sections.

8.03 **Sidewalks**

Sidewalks throughout the development shall be concrete and at a minimum of five feet (5’) in width on both sides of the street and within the right-of-way. If sidewalks travel onto private property to avoid grand trees they shall require a public access easement. Sidewalks are not required on alleys. The inter-connective road shall have a path, minimum of six feet (6’) in width on one side. The sidewalks shall meet the ADA requirements and ADA compliant ramps shall be installed at street corners with sidewalks to provide accessible routes. DRC approval is required for any non-standard material within rights-of-way.

8.04 **Street Lights/Street Trees**

Street lights and street trees shall be installed per the requirements of the Department of Parks street design standards to the maximum extent possible. See Exhibit F at the end of this document for street section.

8.05 **Emergency/Public Service Access**

All rights-of-way shall accommodate emergency vehicles and public service vehicles. Access shall be provided to the community via an entrance from Maybank Highway.

**SECTION 9  DRAINAGE BASIN ANALYSIS**

9.01 **Flood Zone**

The Site lies within flood zone ‘X’ as per FEMA Map Number 45019C0655K dated January 29, 2021.

9.02 **Topography**
The site is gently sloping from Maybank Highway toward existing wetlands at the back of the property. The topography of the site ranges from approximately elevation 27 to elevation 17 near the existing wetland areas.

9.03 Wetland Verification

The existing 2.072 acres wetland is classified as “jurisdictional” by the US Army Corps of Engineers. There are no OCRM critical areas on the Site. See attached Jurisdictional Determination letter at the end of this document.

9.04 Preliminary Stormwater Techniques

The property will be developed using on-site detention systems and best management practices for both water quantity and quality control. Proposed drainage for the site will be managed via a network of storm pipes, a wet pond and an outfall structure as required for release into the wetlands at the rear of the site. Ponds may include bulkheads or walls to increase storage capacity or improve aesthetics. Parking and stormwater management systems within private commercial areas shall be maintained by the developer, owner or POA. The City of Charleston shall own and maintain storm water management system components that are constructed under or collect stormwater runoff from a City owned road. The site stormwater management system must meet all applicable State and Federal stormwater regulations. Low impact design (LID) and Green infrastructure techniques are allowed and encouraged to address stormwater.

9.05 City/SCDHEC Drainage Guidelines

The development of the property will comply with the stormwater requirements of all current and applicable City of Charleston Stormwater Design Standards Manual and State agency regulations. See the Conceptual Drainage Concept Plan in the Exhibits section of this document for a preliminary concept.

SECTION 10 TRAFFIC STUDY

10.01 Traffic Study

A current traffic study has been conducted and will be provided to the South Carolina Department of Transportation (SCDOT). It has been provided to the City of Charleston Department of Traffic and Transportation. SCDOT and City of Charleston Department of Traffic and Transportation will review the traffic study and will work with the developer to ensure that traffic safety and traffic operations in and around the site are maintained as the project moves forward during construction permitting.
SECTION 11  CULTURAL RESOURCES

The data research with The State Historic Preservation Office (SHPO) identified no archaeological sites or isolated finds that would be considered eligible for further review. This tract is located in South Carolina’s Coastal Zone on Johns Island in Charleston County. Johns Island is part of the Sea Island complex that vary greatly in size, origin and level of development. Johns Island is considered an erosional remnant island. This area was primarily agriculturally affected with good soils. See attached Historic and Archaeological Properties Survey and Federal Threatened and Endangered Species Evaluation.

SECTION 12  LETTERS OF COORDINATION

The community will be served by the following service providers which have submitted letters indicating willingness and sufficient capacity to serve the proposed development. These letters are attached in the supporting Exhibits section.

Potable Water Service

The St. Johns Water Company provides potable water service to this area of Johns Island. A 6” water main is located on the Maybank Highway right-of-way.

Sanitary Sewer Service

The sewer system will be coordinated and dedicated to CWS. A new sewer main line will be bored underneath Maybank Highway to serve the site.

Electric

Electric services will be provided by Berkeley Electric Cooperative.

Gas

Gas services will be provided by Berkeley Electric Cooperative.

Telephone & Cable

Phone, cable and internet service may be coordinated with and provide by Comcast, AT&T or other available providers.

Schools
The site is located within the Charleston County School District and area schools include Angel Oak Elementary, Haut Gap Middle School, and St. Johns High School.

Emergency Services

The emergency services will be provided by the City of Charleston upon annexation to the City.

SECTION 13   Additional Development Criteria

13.01  Signage

All signs will require a building permit. Signs on the property shall adhere to the City of Charleston Zoning Ordinance Article 4, except where stated in this PUD document. All signage shall meet the City of Charleston’s vision clearance triangle requirements and be approved by the City Design Review Board. Any signage proposed to be within a City of Charleston Right-of-way will require approval from the City of Charleston Engineering Department. See Exhibit I for conceptual signage locations.

The sign for the existing restaurant and bar shall remain in its current location. A new sign for the residential community shall be permitted along the Maybank Highway frontage on the west side of the entry into the project.

Neighborhood identification signs may also be placed at secondary entrances to adjacent parcels. Additional identification and directional signage may be used within the neighborhood for identification of community amenities. These signs shall not require City Design Review Board approval. Temporary / sales signs will be permitted within the property. It is the intent of these signs to be minimal and unobtrusive in scale, color and material.

13.02  Phasing

The proposed development may be designed and built in phases. Sales and/or construction trailers will be allowed on POA areas or designated lots prior to the recording of the bonded plats. Site plan review and issuance of clearing and grading permits are required prior to the issuance of the required permit.

In all cases where bondable items area required prior to the approval of the final plat for the property, bondable items shall either be installed, inspected and deemed acceptable by the City, or the Owner shall provide a performance bond, letter of credit, or other security acceptable to the City in the amount of 150% of construction as a guarantee that the work will be performed. Bondable items shall be contingent upon approval of encroachment permit and construction plans by the City.
13.03 Design Review Board
Only the commercial district directly on Maybank Highway will be under the purview of the City’s Design Review Board (DRB).

EXHIBITS
PUD Required Open Space

Required PUD Open Space: 10.636 AC x 20% = 2.1272 AC
(Minimum 20% of the Gross Acreage)

Required PUD Usable Space: 2.1272 AC x 25% = 0.5318 AC
(Minimum 25% of the Required Open Space)

Available PUD Open Space: 3.3030AC
Available Usable Open Space: 1.67 AC

NOTE:
1. All areas listed for Landscape are approximate and subject to change based on development agreement and site conditions.
2. The Use of the open space is subject to the approval of the property owner.
3. Any structure, including a garage, or other improvements, shall be set back a minimum of 100 feet from the boundary of the open space and shall not extend within the open space.
4. Any structure, including a garage, or other improvements, shall be set back a minimum of 100 feet from the boundary of the open space and shall not extend within the open space.
5. The Open space is to be maintained in the form of the property owner.

PUD OPEN SPACE LEGEND

LOCATION OF OPEN SPACE
LOCATION OF USABLE OPEN SPACE
WETLAND
BUFFER AREAS (INCLUDED IN OPEN SPACE)
POND AREA
PROPOSED ROADS
EXISTING RIGHT OF WAY
PROPOSED RIGHT OF WAY
LANDUSE BOUNDARY LINE
TRAIL

OS L AND 100' 200'
SCALE: 1" = 100'

RHETT’S COVE PUD - EXHIBIT D
OPEN SPACE
JOHNSTON ISLAND, SOUTH CAROLINA
PROJECT NO. 1940.00
DATE: 06/07/2021

HLA THE SITE EXPERTS
LAND PLANNING
LANDSCAPE ARCHITECTURE
CIVIL ENGINEERING
SURVIVING
29 Linklock Drive, A2, Charleston SC 29407-9393 / tel 843.763.1189
CONSULTANTS, LLC - 24/7
A PORTION OF THE NO. 2910-02-06-055 GEN. TOTAL ACRES (HIGH-1)

10' BUFFER

75' BUFFER

PARKING PROVIDED ON SITE: 28 SPACES
PARKING PROVIDED THROUGH LEASE OF NEIGHBORING PROPERTY: 16 SPACES

NOTE:
1. THE PLOT PLANS ARE SUBJECT TO CHANGE, THEY ARE NOT THE INTENT OF THE OWNER TO REFLECT THE SIZE, LOCATION, OR NUMBER OF BUILDING, OR NUMBER OF VEHICLES. THIS INFORMATION IS FOR THE PURPOSE OF UNDERSTANDING THE REQUIREMENTS OF THIS DEVELOPMENT.
2. THE OWNER WILL BE HELD TO LIABILITY FOR THE CONSTRUCTION OF VEHICLES AND THE LOCATION OF VEHICLES AND THE LOCATION OF VEHICLES.
3. VEHICLES LOCATED IN THE AREA OF THE PROPERTY ARE TO BE REMOVED FROM THE CITY OF CHARLESTON ENGINEERING DEVELOPMENT.

RHYNN'S COVE PUD - EXHIBIT J
PARKING COUNT
JOHNNY ISLAND, SOUTH CAROLINA
PROJECT NO: 19943.00
DATE: 06/06/2021

HLA LAND PLANNING
LANDSCAPE ARCHITECTURE
CIVIL ENGINEERING
SUSTAINABLE
29 Lindsay Drive, Aiken, SC 29803-9893 / Tel 803.763.1189
January 24, 2020

HLA, Inc.
C/o: Amy Garrard
29A Leinbach Drive
Charleston, SC 29407

Re: Power Availability for Maybank Highway Town Homes Located off Maybank Highway
Charleston County, SC
TMS 279-00-00-029
TMS 279-00-00-030
TMS 279-00-00-031
TMS 279-00-00-035

Dear Amy:

Berkeley Electric Cooperative will supply the electrical distribution requirements for the above referenced location and we look forward to extending our facilities to meet the needs of this development.

All services that are rendered will be under our service rules and regulations at the time of service. If you have any questions, please don’t hesitate to give me a call.

Sincerely,

[Signature]

Kevin Mims
Supervisor of Distribution Design

KM/ts

Cc: Thomas Barnette, Manager of Construction and Maintenance
Scott Bennett, Johns Island District Line Superintendent
Charles Tyrrell, Johns Island District Planning Supervisor
William Howe, Johns Island District Service Planner
Amy Garrard, HLA, Inc. (emailed copy)
File
January 31, 2020

HLA, Inc.
Attn: Amy Garrard
29A Leinbach Drive
Charleston, SC 29407

Subject: TMS # 279-00-00-029, 030, 031 & 035 (11.47 Acres)
Maybank Hwy, John’s Island, SC

Dear Ms. Garrard:

Please accept this letter as “Proof of Coordination” and adequate service capacity for the proposed Maybank Highway Town Homes Project consisting of a maximum of sixty-six single family units.

To determine an estimate of additional students any development will create, the following formula is used: on an average of .4 students per single-family unit and .2 students per multi-family unit which is then divided by the number of kindergarten through twelfth grade levels (which is a total of 13 levels) to get a grade level average. That average is multiplied by the number of grade levels per school level and rounded to the nearest whole number.

On the basis of the location supplied to us, we anticipate little impact to enrollment from a capacity standpoint to Haut Gap Middle or St. John’s High. However, Angel Oak Elementary will be significantly impacted until a new school is built or rezoning occurs.

Please contact me at (843) 566-1995 if you have any questions and/or concerns.

Sincerely,

Angela Barnette, M.Ed.
Director of Planning & Real Estate
February 5, 2020

Amy Garrard
HLA, Inc.
Via email: agarrard@hlainc.com

Wastewater Availability to TMS: 279-00-00-029, 030, 031, and 035
Re: Single Family Residential

This letter is to certify our willingness and ability to provide wastewater service to the above referenced site in Charleston County, South Carolina. CWS currently has a 12” PVC gravity sewer main in the right of way on Maybank Highway, an 8” ductile iron gravity main within a 20’ CWS sewer easement on the property with the TMS ending in -029, and an 8” PVC gravity sewer main within a variable width CWS sewer easement on the property with the TMS ending in -031.

It will of course be a developer responsibility to ensure there are adequate pressures and quantities on the existing mains to serve this site with domestic water/fire flow and not negatively impact the existing developments. Please be advised any extensions or modifications to the infrastructure as well as any additional fire protection will be a developer’s expense. All fees and cost associated with providing service to this site will be a developer expense and will be due prior to connection of any Charleston Water System’s water system. This letter does not reserve capacity in the Charleston Water System infrastructure and it is incumbent upon the developer or his agent to confirm the availability herein granted past 12 months of this correspondence.

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

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

If there are any questions pertaining to this letter, please do not hesitate to call on me at (843) 727-7118.

Sincerely,

Kendra Smith
Charleston Water System
MEMORANDUM

TO: Amy Garrard
Email: agarrard@hlinc.com
FROM: Matthew Hibler
DATE: 01/28/2020
RE: Availability & Coordination Letter

Based on the annexations that we have been provided, the below is accurate for January 28. Note we do receive annexations from the state, so the (3) parcels listed below may change as we process annexations. If you need an updated layer once all annexations have been processed, please reach back out, and we can provide an updated letter.

279-00-00-029 ; 279-00-00-031 ; 279-00-00-035
- Law Response: Sheriff’s Office
- Fire Response: St Johns Fire District
- EMS Response: Charleston County EMS

279-00-00-030
- Law Response: City of Charleston Police
- Fire Response: City of Charleston Fire
- EMS Response: Charleston County EMS
January 27, 2020

Ms. Amy Garrand
HLA. Inc.
29A Leinbach Drive
Charleston, SC 29407

Re: Maybank Highway Town Homes at TMS numbers 279-00-00-029, 030, 031, 035
Water Availability and Willingness to Serve

Dear Ms. Garrand:

This letter is to confirm that the proposed development of the Maybank Highway Town Homes at TMS numbers 279-00-00-029, 030, 031, 035 on Johns Island is within the water service area of the St. John’s Water Company, Inc. (SJWC). SJWC has water available from an existing 6-inch water line located on Maybank Highway. Our system is SC DHEC approved and we have the capacity and willingness to provide potable water service for the development of 66 proposed town home units.

If you have any questions, please feel free to give me a call at 843-514-5570.

Sincerely,

Colleen Schild
Assistant Manager/Engineer
January 30, 2020

Amy Garrard  
HLA Inc - Charleston

Re: Gas Availability – Maybank Highway Townhomes  
TMS#s 279-00-00-029; 030; 031; 035

Dear Amy,

I am pleased to inform you that Dominion Energy will be able to provide natural gas service to the above referenced project. Services will be provided in accordance with Dominion Energy’s General Terms and Conditions, other documents on file with the South Carolina Public Service Commission, and the company’s standard operating policies and procedures.

Any cost associated with providing service will be determined when a finalized/approved plan is submitted to our office. In order to begin engineering work for the project, the following information will need to be provided:

1.) Detailed utility site plan (AutoCAD format preferred) showing water, sewer, and storm drainage. The finalized/approved plan must include lot numbers, street names, and 911 addresses for each lot.
2.) Additional drawings that indicate wetlands boundaries, tree survey with barricade plan and buffer zones (if required), as well as any existing or additional easements will also be needed.
3.) Copies of the Army Corp of Engineers official delineation and permits. If applicable, OCMR permits should also be included.
4.) Signed copy of this letter acknowledging its receipt and responsibility for its contents and authorization to begin engineering work with the understanding that Dominion Energy intends to serve the referenced project.

Dominion Energy’s construction standards and specifications are available upon request. For more information or questions, contact me by phone at (843) 576-8923 or at Barron.Gossett@dominionenergy.com

Sincerely,

Barron Gossett  
Dominion Energy
Dear Mr. Mills:

This is in response to your request for an Approved Jurisdictional Determination (AJD) (SAC-2020-00280) received in our office on February 20, 2020, for a 9.88-acre site located at 3328 Maybank Highway on John’s Island, Charleston County, South Carolina (Latitude: 32.7307°, Longitude: -80.0677°). An AJD is used to indicate that the U.S. Army Corps of Engineers (Corps) has identified the presence or absence of wetlands and/or other aquatic resources on a site, including their accurate location(s) and boundaries, as well as their jurisdictional status as waters of the United States pursuant to Section 404 of the Clean Water Act (CWA) (33 U.S.C. § 1344) and/or navigable waters of the United States pursuant to Sections 9 and 10 of the Rivers and Harbors Act of 1899 (RHA) (33 U.S.C. § 401 et. seq.). This AJD is issued in accordance with the definition of Waters of the United States in Corps regulations at 33 C.F.R. §328.3, as revised by the Navigable Waters Protection Rule: “Definition of Waters of the United States,” 85 Fed. Reg. 22250 (April 21, 2020), which became effective on June 22, 2020. Note: this AJD letter supersedes the AJD for SAC-2018-00476 dated, September 19, 2018, the Preliminary Jurisdictional Determination (PJD) for SAC-2016-00116 dated, June 29, 2016, and the PJD for SAC-2012-00949 dated, October 19, 2012.

The site is shown on the attached survey plat entitled “Wetland Drawing” and dated, January 7, 2020, prepared by HLA, Inc. Based on a review of aerial photography, topographic maps, National Wetlands Inventory maps, soil survey information, LiDAR aerial imagery, hillshade function, and Wetland Determination Data Form(s), we conclude the referenced plat accurately reflects the location and boundaries of aquatic resources found within the site. The site contains 2.092 acres of jurisdictional wetlands that are subject to regulatory jurisdiction under Section 404 of the CWA.

Attached is a form describing the basis of jurisdiction for the delineated area(s). Note that a Department of the Army (DA) permit may be required for certain activities in the areas subject to regulatory jurisdiction of the Corps, and these areas may be further subject to restrictions or requirements of other state or local government entities.
If you submit a permit application as a result of this AJD, include a copy of this letter and the plat as part of the application. Not submitting the letter and depiction will cause a delay while we confirm an AJD was performed for the proposed permit project area. Note that some or all of these areas may be regulated by other state or local government entities, and you should contact the South Carolina Department of Health and Environmental Control, Bureau of Water, or Department of Ocean and Coastal Resource Management, to determine the limits of their jurisdiction.

This AJD is valid for five (5) years from the date of this letter unless new information warrants revision before the expiration date. This AJD is an appealable action under the Corps administrative appeal procedures defined at 33 CFR Part 331. The administrative appeal options, process and appeals request form is attached for your convenience and use.

This AJD was conducted pursuant to Corps’ regulatory authority to identify the limits of Corps’ jurisdiction for the particular site identified in this request. This AJD may not be valid for the wetland conservation provisions of the Food Security Act of 1985. If you or your tenant are USDA program participants, or anticipate participation in USDA programs, you should request a certified wetland determination from the local office of the Natural Resources Conservation Service, prior to starting work.

In all future correspondence, please refer to file number SAC-2020-00280. A copy of this letter is forwarded to State and/or Federal agencies for their information. If you have any questions, please contact Jeremy M. Kinney, Project Manager, at (843) 329-8033, or by email at Jeremy.M.Kinney@usace.army.mil.

Sincerely,

Tracy. D Sanders
Biologist

Attachments:
Approved Jurisdictional Determination Form
Notification of Appeal Options
Wetland Drawing

Copies Furnished:

Mr. Roger Hunt
Stanley Martin Homes
502 Wando Park Blvd, Suite 101
Mount Pleasant, South Carolina 29464
huntrb@stanleymartin.com
I. ADMINISTRATIVE INFORMATION

Completion Date of Approved Jurisdictional Determination (AJD): July 27, 2020
ORM Number: SAC-2020-00280
Associated JDs: SAC-2018-00476 3320 Maybank Highway Tract (AJD), SAC-2016-00116 Gratzick Parcel 1 (PJD), and SAC-2012-00949 3328 Maybank Highway (PJD).

Review Area Location:
- State/Territory: SC
- City: John’s Island
- County/Parish/Borough: Charleston County
- Center Coordinates of Review Area: Latitude 32.7307 Longitude -80.0677

II. FINDINGS

A. Summary: Check all that apply. At least one box from the following list MUST be selected. Complete the corresponding sections.tables and summarize data sources.

☐ The review area is comprised entirely of dry land (i.e., there are no waters or water features, including wetlands, of any kind in the entire review area). Rationale: N/A
☐ There are “navigable waters of the United States” within Rivers and Harbors Act jurisdiction within the review area (complete table in section II.B).
☒ There are “waters of the United States” within Clean Water Act jurisdiction within the review area (complete appropriate tables in section II.C).
☐ There are waters or water features excluded from Clean Water Act jurisdiction within the review area (complete table in section II.D).

B. Rivers and Harbors Act of 1899 Section 10 (§ 10)²

<table>
<thead>
<tr>
<th>§ 10 Name</th>
<th>§ 10 Size</th>
<th>§ 10 Criteria</th>
<th>Rationale for § 10 Determination</th>
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<tbody>
<tr>
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C. Clean Water Act Section 404

Territorial Seas and Traditional Navigable Waters ((a)(1) waters)³

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<th>(a)(1) Name</th>
<th>(a)(1) Size</th>
<th>(a)(1) Criteria</th>
<th>Rationale for (a)(1) Determination</th>
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Tributaries ((a)(2) waters):

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<th>(a)(2) Size</th>
<th>(a)(2) Criteria</th>
<th>Rationale for (a)(2) Determination</th>
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Lakes and ponds, and impoundments of jurisdictional waters ((a)(3) waters):

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Adjacent wetlands ((a)(4) waters):

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<th>(a)(4) Name</th>
<th>(a)(4) Size</th>
<th>(a)(4) Criteria</th>
<th>Rationale for (a)(4) Determination</th>
</tr>
</thead>
</table>

1 Map(s)/Figure(s) are attached to the AJD provided to the requestor.
2 If the navigable water is not subject to the ebb and flow of the tide or included on the District’s list of Rivers and Harbors Act Section 10 navigable waters list, do NOT use this document to make the determination. The District must continue to follow the procedure outlined in 33 CFR part 329.14 to make a Rivers and Harbors Act Section 10 navigability determination.
3 A stand-alone TNW determination is conducted independently of a request for an AJD. A stand-alone TNW determination is conducted for a specific segment of river or stream or other type of waterbody, such as a lake, where independent upstream or downstream limits or lake borders are established. A stand-alone TNW determination should be completed following applicable guidance and should NOT be documented on the AJD form.
4 Some excluded waters, such as (b)(2) and (b)(4), may not be specifically identified on the AJD form unless a requestor specifically asks a Corps district to do so. Corps Districts may, in case-by-case instances, choose to identify some or all of these waters within the review area.
5 Because of the broad nature of the (b)(1) exclusion and in an effort to collect data on specific types of waters that would be covered by the (b)(1) exclusion, four sub-categories of (b)(1) exclusions were administratively created for the purposes of the AJD Form. These four sub-categories are not new exclusions, but are simply administrative distinctions and remain (b)(1) exclusions as defined by the NWPR.
Jurisdictional Wetland

2.092 acres

(a)(4) Wetland abuts an (a)(1)-(a)(3) water

Jurisdictional Wetland is part of a larger wetland complex that continues off-site to the northwest where it abuts an (a)(2) tributary. The wetland complex and tributary continue west for approximately 1 mile before turning south where they flow directly into an unnamed tidal tributary to Church Creek, an (a)(1) TNW. The off-site tributary is displayed as a blue line stream on USGS topographic maps and is visible from aerial imagery. Therefore, the Corps has determined the wetland to be an (a)(4) water and a water of the U.S.

D. Excluded Waters or Features

Excluded waters ((b)(1) – (b)(12)):

<table>
<thead>
<tr>
<th>Exclusion Name</th>
<th>Exclusion Size</th>
<th>Exclusion</th>
<th>Rationale for Exclusion Determination</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
</tbody>
</table>

III. SUPPORTING INFORMATION

A. Select/enter all resources that were used to aid in this determination and attach data/maps to this document and/or references/citations in the administrative record, as appropriate.

- X Information submitted by, or on behalf of, the applicant/consultant: “Wetland Drawing” and dated, January 7, 2020.
- This information is sufficient for purposes of this AJD.
- Rationale: N/A
- X Data sheets prepared by the Corps: N/A
- X Corps Site visit(s) conducted on: N/A
- X Antecedent Precipitation Tool: N/A

Other data sources used to aid in this determination:

<table>
<thead>
<tr>
<th>Data Source (select)</th>
<th>Name and/or date and other relevant information</th>
</tr>
</thead>
<tbody>
<tr>
<td>USGS Sources</td>
<td>N/A.</td>
</tr>
<tr>
<td>USDA Sources</td>
<td>N/A.</td>
</tr>
<tr>
<td>NOAA Sources</td>
<td>N/A.</td>
</tr>
<tr>
<td>Charleston District</td>
<td>Charleston District Regulatory Viewer hillshade data and LiDAR data.</td>
</tr>
<tr>
<td>State/Local/Tribal Sources</td>
<td>N/A.</td>
</tr>
</tbody>
</table>
B. **Typical year assessment(s):** N/A.

C. **Additional comments to support AJD:** The on-site jurisdictional wetland continues offsite to the north/northwest and is part of a larger wetland and tributary complex. Based on a review of offsite information including Lidar, hillshade and aerial photographs, as well as photographs taken at publicly accessible points downstream of the project review area, the wetland and tributary complex flow west then directly into a tidal tributary of Church Creek, a TNW. The wetland and tributary complex exhibits a direct hydrologic surface connection between the on-site jurisdictional wetland and Church Creek via culverts under multiple roads. The off-site tributary appears to have been subject to manmade alterations (straightening and excavation). However, the tributary continues to satisfy the flow conditions and criteria included in the tributary definition (c)(12) of the NWPR.
| INITIAL PROFFERED PERMIT (Standard Permit or Letter of permission) | A |
| PROFFERED PERMIT (Standard Permit or Letter of permission) | B |
| PERMIT DENIAL | C |
| APPEAL: If you choose to decline the proffered permit (Standard or LOP) because of certain terms and conditions therein, you may appeal the declined permit under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice. |
| APPROVED JURISDICTIONAL DETERMINATION | D |
| PRELIMINARY JURISDICTIONAL DETERMINATION | E |

SECTION I - The following identifies your rights and options regarding an administrative appeal of the above decision. Additional information may be found at http://usace.army.mil/inet/functions/cw/cecwo/reg or Corps regulations at 33 CFR Part 331.

A: INITIAL PROFFERED PERMIT: You may accept or object to the permit.
- **ACCEPT:** If you received a Standard Permit, you may sign the permit document and return it to the district engineer for final authorization. If you received a Letter of Permission (LOP), you may accept the LOP and your work is authorized. Your signature on the Standard Permit or acceptance of the LOP means that you accept the permit in its entirety, and waive all rights to appeal the permit, including its terms and conditions, and approved jurisdictional determinations associated with the permit.
- **OBJECT:** If you object to the permit (Standard or LOP) because of certain terms and conditions therein, you may request that the permit be modified accordingly. You must complete Section II of this form and return the form to the district engineer. Your objections must be received by the district engineer within 60 days of the date of this notice, or you will forfeit your right to appeal the permit in the future. Upon receipt of your letter, the district engineer will evaluate your objections and may: (a) modify the permit to address all of your concerns, (b) modify the permit to address some of your objections, or (c) not modify the permit having determined that the permit should be issued as previously written. After evaluating your objections, the district engineer will send you a proffered permit for your reconsideration, as indicated in Section B below.

B: PROFFERED PERMIT: You may accept or appeal the permit
- **ACCEPT:** If you received a Standard Permit, you may sign the permit document and return it to the district engineer for final authorization. If you received a Letter of Permission (LOP), you may accept the LOP and your work is authorized. Your signature on the Standard Permit or acceptance of the LOP means that you accept the permit in its entirety, and waive all rights to appeal the permit, including its terms and conditions, and approved jurisdictional determinations associated with the permit.
- **APPEAL:** If you disagree with the approved JD, you may appeal the approved JD under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the Division Engineer, South Atlantic Division, 60 Forsyth St, SW, Atlanta, GA 30308-8801. This form must be received by the Division Engineer within 60 days of the date of this notice.

C: PERMIT DENIAL: You may appeal the denial of a permit under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

D: APPROVED JURISDICTIONAL DETERMINATION: You may accept or appeal the approved JD or provide new information.
- **ACCEPT:** You do not need to notify the Corps to accept an approved JD. Failure to notify the Corps within 60 days of the date of this notice, means that you accept the approved JD in its entirety, and waive all rights to appeal the approved JD.
- **APPEAL:** If you disagree with the approved JD, you may appeal the approved JD under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the Division Engineer, South Atlantic Division, 60 Forsyth St, SW, Atlanta, GA 30308-8801. This form must be received by the Division Engineer within 60 days of the date of this notice.

E: PRELIMINARY JURISDICTIONAL DETERMINATION: You do not need to respond to the Corps regarding the preliminary JD. The Preliminary JD is **not appealable**. If you wish, you may request an approved JD (which may be appealed), by contacting the Corps district for further instruction. Also you may provide new information for further consideration by the Corps to reevaluate the JD.
## SECTION II - REQUEST FOR APPEAL or OBJECTIONS TO AN INITIAL PROFFERED PERMIT

**REASONS FOR APPEAL OR OBJECTIONS:** (Describe your reasons for appealing the decision or your objections to an initial proffered permit in clear concise statements. You may attach additional information to this form to clarify where your reasons or objections are addressed in the administrative record.)

### ADDITIONAL INFORMATION:
The appeal is limited to a review of the administrative record, the Corps memorandum for the record of the appeal conference or meeting, and any supplemental information that the review officer has determined is needed to clarify the administrative record. Neither the appellant nor the Corps may add new information or analyses to the record. However, you may provide additional information to clarify the location of information that is already in the administrative record.

### POINT OF CONTACT FOR QUESTIONS OR INFORMATION:
If you have questions regarding this decision and/or the appeal process you may contact the Corps biologist who signed the letter to which this notification is attached. The name and telephone number of this person is given at the end of the letter. If you only have questions regarding the appeal process you may also contact: Jason W. Steele, Administrative Appeals Review Officer, USACE South Atlantic Division, 60 Forsyth St, SW, Atlanta, GA 30308-8801, (404) 562-5137.

### RIGHT OF ENTRY:
Your signature below grants the right of entry to Corps of Engineers personnel, and any government consultants, to conduct investigations of the project site during the course of the appeal process. You will be provided a 15 day notice of any site investigation, and will have the opportunity to participate in all site investigations.

| Signature of appellant or agent. | Date: | Telephone number: |
1.0 INTRODUCTION:

The following report details the methodology and the assessment of survey results for a federally threatened and endangered species evaluation completed January 10, 2020 for a site, approximately 9.1 acres, on Johns Island, South Carolina (Figure 1). The site is surrounded by residential and commercial development. The site itself is currently mostly forested except for a small dirt road and utilities on the northeast side of the property.

The federally threatened and endangered species evaluation was conducted to determine the occurrence of, or potential for, animal and plant species federally listed as endangered or threatened existing within the boundaries of the referenced site. Completion of this survey was directed by and complies with current state and federal regulations [Federal Endangered Species Act of 1973 (16 USC 1531-1543), the South Carolina Non-Game and Endangered Species Conservation Act of 1974 (58-2384), the Bald and Golden Eagle Protection Act (16 U.S.C. 668-668c) and the Migratory Bird Treaty Act (16 U.S.C. 703-712)].
Figure 1: Location Map
2.0 METHODOLOGY:

On January 8, 2020, Newkirk Forestry and Land Management, LLC solicited an Official Species List for the project site from USFWS. The request was assigned consultation code 04ES1000-2020-SLI-0303 and a response from USFWS was received the same day. A copy of the Official Species List is attached to this report as Appendix A. For ease of reference in context of the following discussion, the list is as follows:

<table>
<thead>
<tr>
<th>Common Name</th>
<th>Scientific Name</th>
<th>Federal Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>Northern Long-eared bat</td>
<td>Myotis septentrionalis</td>
<td>Federally Threatened</td>
</tr>
<tr>
<td>West Indian Mantee</td>
<td>Trichechus manatus</td>
<td>Federally Threatened</td>
</tr>
<tr>
<td>Bachman's Warbler</td>
<td>Vermivora bachmanii</td>
<td>Federally Endangered</td>
</tr>
<tr>
<td>Red-Cockaded woodpecker</td>
<td>Picoides borealis</td>
<td>Federally Endangered</td>
</tr>
<tr>
<td>Piping Plover</td>
<td>Charadrius melodus</td>
<td>Federally Threatened</td>
</tr>
<tr>
<td>Red Knot</td>
<td>Calidris canutus rufa</td>
<td>Federally Threatened</td>
</tr>
<tr>
<td>Wood stork</td>
<td>Mycteria Americana</td>
<td>Federally Threatened</td>
</tr>
<tr>
<td>Frosted Flatwoods salamander</td>
<td>Ambystoma cingulatum</td>
<td>Federally Threatened</td>
</tr>
<tr>
<td>Green sea turtle</td>
<td>Chelonia mydas</td>
<td>Federally Threatened</td>
</tr>
<tr>
<td>Kemp’s Ridley sea turtle</td>
<td>Lepidochelys kempii</td>
<td>Federally Endangered</td>
</tr>
<tr>
<td>Leatherback sea turtle</td>
<td>Dermochelys coriacea</td>
<td>Federally Endangered</td>
</tr>
<tr>
<td>Loggerhead sea turtle</td>
<td>Caretta caretta</td>
<td>Federally Threatened</td>
</tr>
<tr>
<td>Canby’s dropwort</td>
<td>Oxypolis canbyi</td>
<td>Federally Endangered</td>
</tr>
<tr>
<td>Pondberry</td>
<td>Lindera melissifolia</td>
<td>Federally Endangered</td>
</tr>
<tr>
<td>American chaffseed</td>
<td>Schwalbea americana</td>
<td>Federally Endangered</td>
</tr>
<tr>
<td>Seabeach Amaranth</td>
<td>Amaranthus pumilus</td>
<td>Federally Threatened</td>
</tr>
<tr>
<td>Bald eagle*</td>
<td>Haliaetus leucocephalus</td>
<td>Federally Protected</td>
</tr>
</tbody>
</table>


Existing data from the South Carolina Department of Natural Resources (DNR) Heritage Trust Database and the USFWS Critical Habitat Portal were reviewed to locate recorded occurrences of threatened and endangered species and/or critical habitat within or near the subject site. At the time of this report, neither the Heritage Trust Database nor the USFWS Critical Habitat Portal indicated that there was any federally threatened and/or endangered species or critical habitat on or near the site.

As noted by DNR and USFWS, their records are not assumed complete and should not be assumed entirely accurate or comprehensive. Therefore, a field survey, to identify the potential for suitable on-site habitat, was conducted January 9, 2020 for a more thorough evaluation.
During this survey, plant communities and habitats were observed and noted to determine if they matched habitat types where the listed species have the potential to occur.

3.0 HABITAT CLASSIFICATIONS:
The following are a description and classification of the major habitats/community types identified within the project area. A recent aerial photograph of the site for reference is included as Figure 2. The Tattooed Moose site consists of two predominant vegetative communities (mixed pine hardwood uplands and bottomland hardwood).

**Mixed Pine-Hardwood Uplands**

This community is successional in nature and is composed of various *Pinus spp.*, with *Quercus spp.*, *Carya spp.*, *Liquidambar styraciflua* and *Acer rubrum* forming a canopy. Depending on the successional state of the community, these hardwoods may form part of the subcanopy. The other layers can be very thick with *Nyssa sylvatica*, *Ilex vomitoria*, *Vaccinium spp.*, *Persea borbonia*, *Callicarpa americana*, *Aralia spinosa*, *Rhus radicans*, *Vitis spp.*, and *Smilax spp.*. The mixed pine hardwood forest occurs over a wide variety of soil types and quickly develop following disturbance.

**Bottomland Hardwoods**

Figure 2: Site Aerial
LISTED SPECIES AND ACKNOWLEDGED HABITATS:

As stated in the accompanying information on page 3 of the USFWS IPaC report, the generated list could include species that exist in geographic areas different than those found on-site, but because of potential downstream flows, these species should be considered in a project’s effects analysis. However, because of the obvious lack of broad habitat requirements at the site for the Northern Long-eared bat, Bachman's Warbler, Red-Cockaded woodpecker, Red Knot, Piping plover, Frosted Flatwoods salamander, Canby’s dropwort, Pondberry, American chaffseed, and Seabeach Amaranth were eliminated from further consideration. West Indian Mantee, Green sea turtle, Kemp’s Ridley sea turtle, Leatherback sea turtle, and Loggerhead sea turtle were also eliminated from further consideration or discussion. Furthermore, it is the opinion of Newkirk Forestry and Land Management that any proposed development of the site is unlikely to pose an indirect or downstream adverse effect on any of these listed species because of state regulatory oversight and permitting processes with regards to water quality and potential stormwater impacts required of all development projects in South Carolina.

The following is a brief description of the listed species included in the evaluation, their recognized habitat and comments regarding survey results for that species.

Wood storks are large, long-legged wading birds, about 50 inches tall, with a wingspan of 60 to 65 inches. The plumage is white except for black primaries and secondaries and a short black tail. The head and neck are largely featherless and dark gray in color. The bill is black, thick at the base, and slightly decurved. Immature birds are dingy gray and have a yellowish bill.

Wood storks utilize freshwater wetlands for feeding, nesting and roosting. These sites are utilized for many years and are characterized by woody vegetation and primary cypress or swamp hummocks over open water.

Only a few nesting sites (rookeries) are known in South Carolina, none of which are within or near the site. However, because this species covers vast areas during active foraging, it may occur over a broad region. Wood storks commonly feed throughout the wetlands in the Lowcountry and are frequently observed in the surrounding areas during the summer months. Estuarine marshes and impoundments tend to be preferred foraging habitat. No woodstorks were observed during the site evaluation.
The **bald eagle** was delisted from the Endangered Species Act on June 28, 2007. However, the bald eagle remains protected under the Bald and Golden Eagle Protection Act and the Migratory Bird Treaty Act. Both federal laws prohibit the “taking” (killing), selling, or otherwise harming eagles, their nests or their eggs. As a result, Newkirk Environmental Inc. has included this species in this report as any federal actions will likely require coordination with the US Fish and Wildlife Service and/or DNR.

The eagle is a very large raptor with a wingspread of nearly 7 feet. This bird is normally associated with coasts, rivers and lakes with adjacent suitable nesting habitat. None of the encountered trees were inhabited by bald eagles and the site is not considered critical habitat nor is it different from hundreds of thousands of acres throughout the southeastern United States. During the field investigations at the site no eagles were observed. The SCDNR aerial nest survey also did not detect any activity in the area.

This section was intentionally left blank
5.0 CONCLUSION

Based upon a field evaluation and available data from the USFWS and DNR, it is the opinion of Newkirk Forestry and Land Management, that it is unlikely that development of the site will have an adverse effect on any of the listed species.

It should be noted that because of the transitory nature of some of the listed threatened and endangered plants and animals, it is possible that threatened and endangered species populations and locations may change over time. Therefore, any potential findings at a later date should be fully investigated. Should significant time lapse between the issuance of this report and development of the property or any other type of legal reliance, it is strongly recommended that an update of this report be completed. The definition of significant time is not absolute but would include the passing of annual breeding or migratory seasons.

Respectfully submitted:

W. Mac Baughman

W. Mac Baughman, Ph.D.
SC Registered Forester #1392, ISA Certified Arborist® SO-10085A
GA Registered Forester #3016, SAF Certified Forester® TWS Certified Wildlife Biologist®
Appendix A
In Reply Refer To:
Consultation Code: 04ES1000-2020-SLI-0303  
Event Code: 04ES1000-2020-E-00589  
Project Name: Tattooed Moose

Subject: List of threatened and endangered species that may occur in your proposed project location, and/or may be affected by your proposed project

To Whom It May Concern:

The enclosed species list identifies threatened, endangered, proposed and candidate species, as well as proposed and final designated critical habitat, that may occur within the boundary of your proposed project and/or may be affected by your proposed project. The species list fulfills the requirements of the U.S. Fish and Wildlife Service (Service) under section 7(c) of the Endangered Species Act (Act) of 1973, as amended (16 U.S.C. 1531 et seq.).

New information based on updated surveys, changes in the abundance and distribution of species, changed habitat conditions, or other factors could change this list. Please feel free to contact us if you need more current information or assistance regarding the potential impacts to federally proposed, listed, and candidate species and federally designated and proposed critical habitat. Please note that under 50 CFR 402.12(e) of the regulations implementing section 7 of the Act, the accuracy of this species list should be verified after 90 days. This verification can be completed formally or informally as desired. The Service recommends that verification be completed by visiting the ECOS-IPaC website at regular intervals during project planning and implementation for updates to species lists and information. An updated list may be requested through the ECOS-IPaC system by completing the same process used to receive the enclosed list.

The purpose of the Act is to provide a means whereby threatened and endangered species and the ecosystems upon which they depend may be conserved. Under sections 7(a)(1) and 7(a)(2) of the Act and its implementing regulations (50 CFR 402 et seq.), Federal agencies are required to utilize their authorities to carry out programs for the conservation of threatened and endangered species and to determine whether projects may affect threatened and endangered species and/or designated critical habitat.
A Biological Assessment is required for construction projects (or other undertakings having similar physical impacts) that are major Federal actions significantly affecting the quality of the human environment as defined in the National Environmental Policy Act (42 U.S.C. 4332(2)(c)). For projects other than major construction activities, the Service suggests that a biological evaluation similar to a Biological Assessment be prepared to determine whether the project may affect listed or proposed species and/or designated or proposed critical habitat. Recommended contents of a Biological Assessment are described at 50 CFR 402.12.

If a Federal agency determines, based on the Biological Assessment or biological evaluation, that listed species and/or designated critical habitat may be affected by the proposed project, the agency is required to consult with the Service pursuant to 50 CFR 402. In addition, the Service recommends that candidate species, proposed species and proposed critical habitat be addressed within the consultation. More information on the regulations and procedures for section 7 consultation, including the role of permit or license applicants, can be found in the "Endangered Species Consultation Handbook" at:

http://www.fws.gov/endangered/esa-library/pdf/TOC-GLOS.PDF

Please be aware that bald and golden eagles are protected under the Bald and Golden Eagle Protection Act (16 U.S.C. 668 et seq.), and projects affecting these species may require development of an eagle conservation plan (http://www.fws.gov/windenergy/eagle_guidance.html). Additionally, wind energy projects should follow the wind energy guidelines (http://www.fws.gov/windenergy/) for minimizing impacts to migratory birds and bats.

Guidance for minimizing impacts to migratory birds for projects including communications towers (e.g., cellular, digital television, radio, and emergency broadcast) can be found at: http://www.fws.gov/migratorybirds/CurrentBirdIssues/Hazards/towers/towers.htm; http://www.towerkill.com; and http://www.fws.gov/migratorybirds/CurrentBirdIssues/Hazards/towers/comtow.html.

We appreciate your concern for threatened and endangered species. The Service encourages Federal agencies to include conservation of threatened and endangered species into their project planning to further the purposes of the Act. Please include the Consultation Tracking Number in the header of this letter with any request for consultation or correspondence about your project that you submit to our office.

Attachment(s):

- Official Species List
- USFWS National Wildlife Refuges and Fish Hatcheries
- Migratory Birds
Official Species List

This list is provided pursuant to Section 7 of the Endangered Species Act, and fulfills the requirement for Federal agencies to "request of the Secretary of the Interior information whether any species which is listed or proposed to be listed may be present in the area of a proposed action".

This species list is provided by:

South Carolina Ecological Services
176 Croghan Spur Road, Suite 200
Charleston, SC 29407-7558
(843) 727-4707
Project Summary
Consultation Code: 04ES1000-2020-SLI-0303
Event Code: 04ES1000-2020-E-00589
Project Name: Tattooed Moose
Project Type: DEVELOPMENT
Project Description: Development

Project Location:
Approximate location of the project can be viewed in Google Maps: [https://www.google.com/maps/place/32.73001373659008N80.06770521663236W](https://www.google.com/maps/place/32.73001373659008N80.06770521663236W)

Counties: Charleston, SC
Endangered Species Act Species

There is a total of 17 threatened, endangered, or candidate species on this species list.

Species on this list should be considered in an effects analysis for your project and could include species that exist in another geographic area. For example, certain fish may appear on the species list because a project could affect downstream species.

IPaC does not display listed species or critical habitats under the sole jurisdiction of NOAA Fisheries, as USFWS does not have the authority to speak on behalf of NOAA and the Department of Commerce.

See the "Critical habitats" section below for those critical habitats that lie wholly or partially within your project area under this office's jurisdiction. Please contact the designated FWS office if you have questions.

1. NOAA Fisheries, also known as the National Marine Fisheries Service (NMFS), is an office of the National Oceanic and Atmospheric Administration within the Department of Commerce.

Mammals

<table>
<thead>
<tr>
<th>NAME</th>
<th>STATUS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Northern Long-eared Bat Myotis septentrionalis</td>
<td>Threatened</td>
</tr>
<tr>
<td>No critical habitat has been designated for this species.</td>
<td></td>
</tr>
<tr>
<td>Species profile: <a href="https://ecos.fws.gov/ecp/species/9045">https://ecos.fws.gov/ecp/species/9045</a></td>
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</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>NAME</th>
<th>STATUS</th>
</tr>
</thead>
<tbody>
<tr>
<td>West Indian Manatee Trichechus manatus</td>
<td>Threatened</td>
</tr>
<tr>
<td>There is final critical habitat for this species. Your location is outside the critical habitat.</td>
<td></td>
</tr>
<tr>
<td>This species is also protected by the Marine Mammal Protection Act, and may have additional consultation requirements.</td>
<td></td>
</tr>
<tr>
<td>Species profile: <a href="https://ecos.fws.gov/ecp/species/4469">https://ecos.fws.gov/ecp/species/4469</a></td>
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</tbody>
</table>
## Birds

<table>
<thead>
<tr>
<th>NAME</th>
<th>STATUS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bachman's Warbler (=wood) <em>Vermivora bachmanii</em></td>
<td>Endangered</td>
</tr>
<tr>
<td>No critical habitat has been designated for this species.</td>
<td></td>
</tr>
<tr>
<td>Species profile: <a href="https://ecos.fws.gov/ecp/species/3232">https://ecos.fws.gov/ecp/species/3232</a></td>
<td></td>
</tr>
<tr>
<td>Eastern Black Rail <em>Laterallus jamaicensis ssp. jamaicensis</em></td>
<td>Proposed Threatened</td>
</tr>
<tr>
<td>No critical habitat has been designated for this species.</td>
<td></td>
</tr>
<tr>
<td>Species profile: <a href="https://ecos.fws.gov/ecp/species/10477">https://ecos.fws.gov/ecp/species/10477</a></td>
<td></td>
</tr>
<tr>
<td>Piping Plover <em>Charadrius melodus</em></td>
<td>Threatened</td>
</tr>
<tr>
<td>Population: [Atlantic Coast and Northern Great Plains populations] - Wherever found, except those areas where listed as endangered.</td>
<td></td>
</tr>
<tr>
<td>There is <strong>final</strong> critical habitat for this species. Your location is outside the critical habitat.</td>
<td></td>
</tr>
<tr>
<td>Species profile: <a href="https://ecos.fws.gov/ecp/species/6039">https://ecos.fws.gov/ecp/species/6039</a></td>
<td></td>
</tr>
<tr>
<td>Red Knot <em>Calidris canutus rufa</em></td>
<td>Threatened</td>
</tr>
<tr>
<td>No critical habitat has been designated for this species.</td>
<td></td>
</tr>
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<td>Species profile: <a href="https://ecos.fws.gov/ecp/species/1864">https://ecos.fws.gov/ecp/species/1864</a></td>
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</tr>
<tr>
<td>Red-cockaded Woodpecker <em>Picoides borealis</em></td>
<td>Endangered</td>
</tr>
<tr>
<td>No critical habitat has been designated for this species.</td>
<td></td>
</tr>
<tr>
<td>Species profile: <a href="https://ecos.fws.gov/ecp/species/7614">https://ecos.fws.gov/ecp/species/7614</a></td>
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<tr>
<td>Wood Stork <em>Mycteria americana</em></td>
<td>Threatened</td>
</tr>
<tr>
<td>Population: AL, FL, GA, MS, NC, SC</td>
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<tr>
<td>No critical habitat has been designated for this species.</td>
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</tr>
<tr>
<td>Species profile: <a href="https://ecos.fws.gov/ecp/species/8477">https://ecos.fws.gov/ecp/species/8477</a></td>
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</tbody>
</table>
## Reptiles

<table>
<thead>
<tr>
<th>NAME</th>
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<tbody>
<tr>
<td>Green Sea Turtle <em>Chelonia mydas</em></td>
<td>Threatened</td>
</tr>
<tr>
<td>Population: North Atlantic DPS</td>
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</tr>
<tr>
<td>There is <strong>final</strong> critical habitat for this species. Your location is outside the critical habitat.</td>
<td></td>
</tr>
<tr>
<td>Species profile: <a href="https://ecos.fws.gov/ecp/species/6199">https://ecos.fws.gov/ecp/species/6199</a></td>
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</tr>
<tr>
<td>Kemp’s Ridley Sea Turtle <em>Lepidochelys kempii</em></td>
<td>Endangered</td>
</tr>
<tr>
<td>There is <strong>proposed</strong> critical habitat for this species. The location of the critical habitat is not available.</td>
<td></td>
</tr>
<tr>
<td>Species profile: <a href="https://ecos.fws.gov/ecp/species/5523">https://ecos.fws.gov/ecp/species/5523</a></td>
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<tr>
<td>Leatherback Sea Turtle <em>Dermochelys coriacea</em></td>
<td>Endangered</td>
</tr>
<tr>
<td>There is <strong>final</strong> critical habitat for this species. Your location is outside the critical habitat.</td>
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<tr>
<td>Species profile: <a href="https://ecos.fws.gov/ecp/species/1493">https://ecos.fws.gov/ecp/species/1493</a></td>
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<tr>
<td>Loggerhead Sea Turtle <em>Caretta caretta</em></td>
<td>Threatened</td>
</tr>
<tr>
<td>Population: Northwest Atlantic Ocean DPS</td>
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<tr>
<td>There is <strong>final</strong> critical habitat for this species. Your location is outside the critical habitat.</td>
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<tr>
<td>Species profile: <a href="https://ecos.fws.gov/ecp/species/1110">https://ecos.fws.gov/ecp/species/1110</a></td>
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## Amphibians

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<thead>
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<th>NAME</th>
<th>STATUS</th>
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<tbody>
<tr>
<td>Frosted Flatwoods Salamander <em>Ambystoma cingulatum</em></td>
<td>Threatened</td>
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<tr>
<td>There is <strong>final</strong> critical habitat for this species. Your location is outside the critical habitat.</td>
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<tr>
<td>Species profile: <a href="https://ecos.fws.gov/ecp/species/4981">https://ecos.fws.gov/ecp/species/4981</a></td>
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## Flowering Plants

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<thead>
<tr>
<th>NAME</th>
<th>STATUS</th>
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<tbody>
<tr>
<td>American Chaffseed <em>Schwalbea americana</em></td>
<td>Endangered</td>
</tr>
<tr>
<td>No critical habitat has been designated for this species.</td>
<td></td>
</tr>
<tr>
<td>Species profile: <a href="https://ecos.fws.gov/ecp/species/1286">https://ecos.fws.gov/ecp/species/1286</a></td>
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<tr>
<td>Canby’s Dropwort <em>Oxypolis canbyi</em></td>
<td>Endangered</td>
</tr>
<tr>
<td>No critical habitat has been designated for this species.</td>
<td></td>
</tr>
<tr>
<td>Species profile: <a href="https://ecos.fws.gov/ecp/species/7738">https://ecos.fws.gov/ecp/species/7738</a></td>
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<tr>
<td>Pondberry <em>Lindera melissifolia</em></td>
<td>Endangered</td>
</tr>
<tr>
<td>No critical habitat has been designated for this species.</td>
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<tr>
<td>Species profile: <a href="https://ecos.fws.gov/ecp/species/1279">https://ecos.fws.gov/ecp/species/1279</a></td>
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<tr>
<td>Seabeach Amaranth <em>Amaranthus pumilus</em></td>
<td>Threatened</td>
</tr>
<tr>
<td>No critical habitat has been designated for this species.</td>
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<tr>
<td>Species profile: <a href="https://ecos.fws.gov/ecp/species/8549">https://ecos.fws.gov/ecp/species/8549</a></td>
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</table>
Critical habitats

THERE ARE NO CRITICAL HABITATS WITHIN YOUR PROJECT AREA UNDER THIS OFFICE'S JURISDICTION.
USFWS National Wildlife Refuge Lands And Fish Hatcheries

Any activity proposed on lands managed by the National Wildlife Refuge system must undergo a 'Compatibility Determination' conducted by the Refuge. Please contact the individual Refuges to discuss any questions or concerns.

THERE ARE NO REFUGE LANDS OR FISH HATCHERIES WITHIN YOUR PROJECT AREA.
Migratory Birds

Certain birds are protected under the Migratory Bird Treaty Act\(^1\) and the Bald and Golden Eagle Protection Act\(^2\).

Any person or organization who plans or conducts activities that may result in impacts to migratory birds, eagles, and their habitats should follow appropriate regulations and consider implementing appropriate conservation measures, as described below.

2. The Bald and Golden Eagle Protection Act of 1940.
3. 50 C.F.R. Sec. 10.12 and 16 U.S.C. Sec. 668(a)

The birds listed below are birds of particular concern either because they occur on the USFWS Birds of Conservation Concern (BCC) list or warrant special attention in your project location. To learn more about the levels of concern for birds on your list and how this list is generated, see the FAQ below. This is not a list of every bird you may find in this location, nor a guarantee that every bird on this list will be found in your project area. To see exact locations of where birders and the general public have sighted birds in and around your project area, visit the E-bird data mapping tool (Tip: enter your location, desired date range and a species on your list). For projects that occur off the Atlantic Coast, additional maps and models detailing the relative occurrence and abundance of bird species on your list are available. Links to additional information about Atlantic Coast birds, and other important information about your migratory bird list, including how to properly interpret and use your migratory bird report, can be found below.

For guidance on when to schedule activities or implement avoidance and minimization measures to reduce impacts to migratory birds on your list, click on the PROBABILITY OF PRESENCE SUMMARY at the top of your list to see when these birds are most likely to be present and breeding in your project area.

<table>
<thead>
<tr>
<th>NAME</th>
<th>BREEDING SEASON</th>
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<tbody>
<tr>
<td>American Kestrel <em>Falco sparverius paulus</em></td>
<td>Breeds Apr 1 to Aug 31</td>
</tr>
<tr>
<td>This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA</td>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>NAME</th>
<th>BREEDING SEASON</th>
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</thead>
<tbody>
<tr>
<td>American Oystercatcher <em>Haematopus palliatus</em></td>
<td>Breeds Apr 15 to Aug 31</td>
</tr>
<tr>
<td>This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.</td>
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<tr>
<td><a href="https://ecos.fws.gov/ecp/species/8935">https://ecos.fws.gov/ecp/species/8935</a></td>
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<tr>
<td>NAME</td>
<td>BREEDING SEASON</td>
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<tr>
<td>Bald Eagle <em>Haliaeetus leucocephalus</em></td>
<td>Breeds Sep 1 to Jul 31</td>
</tr>
<tr>
<td>Black Skimmer <em>Rynchops niger</em></td>
<td>Breeds May 20 to Sep 15</td>
</tr>
<tr>
<td>Clapper Rail <em>Rallus crepitans</em></td>
<td>Breeds Apr 10 to Oct 31</td>
</tr>
<tr>
<td>Dunlin <em>Calidris alpina arcticola</em></td>
<td>Breeds elsewhere</td>
</tr>
<tr>
<td>Least Tern <em>Sterra antillarum</em></td>
<td>Breeds Apr 20 to Sep 10</td>
</tr>
<tr>
<td>Lesser Yellowlegs <em>Tringa flavipes</em></td>
<td>Breeds elsewhere</td>
</tr>
<tr>
<td>Prairie Warbler <em>Dendroica discolor</em></td>
<td>Breeds May 1 to Jul 31</td>
</tr>
<tr>
<td>Red-headed Woodpecker <em>Melanerpes erythrocephalus</em></td>
<td>Breeds May 10 to Sep 10</td>
</tr>
<tr>
<td>Rusty Blackbird <em>Euphagus carolinus</em></td>
<td>Breeds elsewhere</td>
</tr>
<tr>
<td>Seaside Sparrow <em>Ammodramus maritimus</em></td>
<td>Breeds May 10 to Aug 20</td>
</tr>
<tr>
<td>Semipalmated Sandpiper <em>Calidris pusilla</em></td>
<td>Breeds elsewhere</td>
</tr>
</tbody>
</table>
### Probability Of Presence Summary

The graphs below provide our best understanding of when birds of concern are most likely to be present in your project area. This information can be used to tailor and schedule your project activities to avoid or minimize impacts to birds. Please make sure you read and understand the FAQ “Proper Interpretation and Use of Your Migratory Bird Report” before using or attempting to interpret this report.

#### Probability of Presence

Each green bar represents the bird's relative probability of presence in the 10km grid cell(s) your project overlaps during a particular week of the year. (A year is represented as 12 4-week months.) A taller bar indicates a higher probability of species presence. The survey effort (see below) can be used to establish a level of confidence in the presence score. One can have higher confidence in the presence score if the corresponding survey effort is also high.

How is the probability of presence score calculated? The calculation is done in three steps:

1. The probability of presence for each week is calculated as the number of survey events in the week where the species was detected divided by the total number of survey events for that week. For example, if in week 12 there were 20 survey events and the Spotted Towhee was found in 5 of them, the probability of presence of the Spotted Towhee in week 12 is 0.25.

2. To properly present the pattern of presence across the year, the relative probability of presence is calculated. This is the probability of presence divided by the maximum probability of presence across all weeks. For example, imagine the probability of presence...
in week 20 for the Spotted Towhee is 0.05, and that the probability of presence at week 12 (0.25) is the maximum of any week of the year. The relative probability of presence on week 12 is 0.25/0.25 = 1; at week 20 it is 0.05/0.25 = 0.2.

3. The relative probability of presence calculated in the previous step undergoes a statistical conversion so that all possible values fall between 0 and 10, inclusive. This is the probability of presence score.

**Breeding Season**

Yellow bars denote a very liberal estimate of the time-frame inside which the bird breeds across its entire range. If there are no yellow bars shown for a bird, it does not breed in your project area.

**Survey Effort**

Vertical black lines superimposed on probability of presence bars indicate the number of surveys performed for that species in the 10km grid cell(s) your project area overlaps. The number of surveys is expressed as a range, for example, 33 to 64 surveys.

**No Data**

A week is marked as having no data if there were no survey events for that week.

**Survey Timeframe**

Surveys from only the last 10 years are used in order to ensure delivery of currently relevant information. The exception to this is areas off the Atlantic coast, where bird returns are based on all years of available data, since data in these areas is currently much more sparse.

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<tr>
<th>SPECIES</th>
<th>JAN</th>
<th>FEB</th>
<th>MAR</th>
<th>APR</th>
<th>MAY</th>
<th>JUN</th>
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<tbody>
<tr>
<td>American Kestrel BCC - BCR</td>
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<tr>
<td>American Oystercatcher BCC Rangewide (CON)</td>
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<tr>
<td>Bald Eagle Non-BCC Vulnerable</td>
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<td>Black Skimmer BCC Rangewide (CON)</td>
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<td>Clapper Rail BCC - BCR</td>
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<td>Dunlin BCC - BCR</td>
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### SPECIES

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<td>Least Tern</td>
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<td>Lesser Yellowlegs</td>
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<td>Prairie Warbler</td>
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<td>Red-headed Woodpecker</td>
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<td>Rusty Blackbird</td>
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<td>Semipalmated Sandpiper</td>
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<td>Short-billed Dowitcher</td>
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<td>Swallow-tailed Kite</td>
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<td>Whimbrel</td>
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Additional information can be found using the following links:


### Migratory Birds FAQ

Tell me more about conservation measures I can implement to avoid or minimize impacts to migratory birds.

**Nationwide Conservation Measures** describes measures that can help avoid and minimize impacts to all birds at any location year round. Implementation of these measures is particularly important when birds are most likely to occur in the project area. When birds may be breeding in the area, identifying the locations of any active nests and avoiding their destruction is a very helpful impact minimization measure. To see when birds are most likely to occur and be breeding in your project area, view the Probability of Presence Summary. [Additional measures](http://www.fws.gov/birds/management/project-assessment-tools-and-guidance/conservation-measures.php) and/or
permits may be advisable depending on the type of activity you are conducting and the type of infrastructure or bird species present on your project site.

**What does IPaC use to generate the migratory birds potentially occurring in my specified location?**

The Migratory Bird Resource List is comprised of USFWS [Birds of Conservation Concern (BCC)](https://www.fws.gov/migratorybirds/birds-of-conservation-concern.html) and other species that may warrant special attention in your project location.

The migratory bird list generated for your project is derived from data provided by the [Avian Knowledge Network (AKN)](https://www.ornithology.gatech.edu/akn). The AKN data is based on a growing collection of survey, banding, and citizen science datasets and is queried and filtered to return a list of those birds reported as occurring in the 10km grid cell(s) which your project intersects, and that have been identified as warranting special attention because they are a BCC species in that area, an eagle ([Eagle Act](https://www.fws.gov/migratorybirds/ea.html) requirements may apply), or a species that has a particular vulnerability to offshore activities or development.

Again, the Migratory Bird Resource list includes only a subset of birds that may occur in your project area. It is not representative of all birds that may occur in your project area. To get a list of all birds potentially present in your project area, please visit the [AKN Phenology Tool](https://www.ornithology.gatech.edu/akn/phenology/).

**What does IPaC use to generate the probability of presence graphs for the migratory birds potentially occurring in my specified location?**

The probability of presence graphs associated with your migratory bird list are based on data provided by the [Avian Knowledge Network (AKN)](https://www.ornithology.gatech.edu/akn). This data is derived from a growing collection of survey, banding, and citizen science datasets.

Probability of presence data is continuously being updated as new and better information becomes available. To learn more about how the probability of presence graphs are produced and how to interpret them, go the Probability of Presence Summary and then click on the "Tell me about these graphs" link.

**How do I know if a bird is breeding, wintering, migrating or present year-round in my project area?**

To see what part of a particular bird's range your project area falls within (i.e. breeding, wintering, migrating or year-round), you may refer to the following resources: [The Cornell Lab of Ornithology All About Birds Bird Guide](https://allaboutbirds.org/guide), or (if you are unsuccessful in locating the bird of interest there), the [Cornell Lab of Ornithology Neotropical Birds guide](https://www.allaboutbirds.org/guide/Neotropical_Birds). If a bird on your migratory bird species list has a breeding season associated with it, if that bird does occur in your project area, there may be nests present at some point within the timeframe specified. If "Breeds elsewhere" is indicated, then the bird likely does not breed in your project area.

**What are the levels of concern for migratory birds?**
Migratory birds delivered through IPaC fall into the following distinct categories of concern:

1. "BCC Rangewide" birds are Birds of Conservation Concern (BCC) that are of concern throughout their range anywhere within the USA (including Hawaii, the Pacific Islands, Puerto Rico, and the Virgin Islands);

2. "BCC - BCR" birds are BCCs that are of concern only in particular Bird Conservation Regions (BCRs) in the continental USA; and

3. "Non-BCC - Vulnerable" birds are not BCC species in your project area, but appear on your list either because of the Eagle Act requirements (for eagles) or (for non-eagles) potential susceptibilities in offshore areas from certain types of development or activities (e.g. offshore energy development or longline fishing).

Although it is important to try to avoid and minimize impacts to all birds, efforts should be made, in particular, to avoid and minimize impacts to the birds on this list, especially eagles and BCC species of rangewide concern. For more information on conservation measures you can implement to help avoid and minimize migratory bird impacts and requirements for eagles, please see the FAQs for these topics.

Details about birds that are potentially affected by offshore projects
For additional details about the relative occurrence and abundance of both individual bird species and groups of bird species within your project area off the Atlantic Coast, please visit the Northeast Ocean Data Portal. The Portal also offers data and information about other taxa besides birds that may be helpful to you in your project review. Alternately, you may download the bird model results files underlying the portal maps through the NOAA NCCOS Integrative Statistical Modeling and Predictive Mapping of Marine Bird Distributions and Abundance on the Atlantic Outer Continental Shelf project webpage.

Bird tracking data can also provide additional details about occurrence and habitat use throughout the year, including migration. Models relying on survey data may not include this information. For additional information on marine bird tracking data, see the Diving Bird Study and the nanotag studies or contact Caleb Spiegel or Pam Loring.

What if I have eagles on my list?
If your project has the potential to disturb or kill eagles, you may need to obtain a permit to avoid violating the Eagle Act should such impacts occur.

Proper Interpretation and Use of Your Migratory Bird Report
The migratory bird list generated is not a list of all birds in your project area, only a subset of birds of priority concern. To learn more about how your list is generated, and see options for identifying what other birds may be in your project area, please see the FAQ “What does IPaC use to generate the migratory birds potentially occurring in my specified location”. Please be aware this report provides the “probability of presence” of birds within the 10 km grid cell(s) that overlap your project; not your exact project footprint. On the graphs provided, please also look carefully at the survey effort (indicated by the black vertical bar) and for the existence of the “no data” indicator (a red horizontal bar). A high survey effort is the key component. If the survey effort is high, then the probability of presence score can be viewed as more dependable. In
contrast, a low survey effort bar or no data bar means a lack of data and, therefore, a lack of certainty about presence of the species. This list is not perfect; it is simply a starting point for identifying what birds of concern have the potential to be in your project area, when they might be there, and if they might be breeding (which means nests might be present). The list helps you know what to look for to confirm presence, and helps guide you in knowing when to implement conservation measures to avoid or minimize potential impacts from your project activities, should presence be confirmed. To learn more about conservation measures, visit the FAQ “Tell me about conservation measures I can implement to avoid or minimize impacts to migratory birds” at the bottom of your migratory bird trust resources page.
Site Photos
April 28, 2020

Aaron Brummitt
S&ME
620 Wando Park Blvd
Mt. Pleasant, SC 29464

Re: 3328 Maybank Highway Historic and Archaeological Properties Survey Charleston County, South Carolina SHPO Project No. 20-KL0088

Dear Aaron Brummitt:

Our Office received documentation on April 20, 2020 that you submitted as due diligence for the project referenced above, including the revised letter report, *Historic and Archaeological Properties Survey 3328 Maybank Highway Charleston County, South Carolina*. This letter is for preliminary, informational purposes only and does not constitute consultation or agency coordination with our Office as defined in 36 CFR 800: “Protection of Historic Properties” or by any state regulatory process. The recommendation stated below could change once the responsible federal and/or state agency initiates consultation with our Office.

The proposed project is defined as the development of a residential community, including the construction of homes, roadways and sidewalks. The project area is defined as a 4.5-acre portion of an 11-acre property.

Thank you for addressing our technical comments provided in previous correspondence dated April 15, 2020. The cultural resources reconnaissance survey did not identify any previously or newly identified archaeological sites within the project area. The project area is adjacent to seventeen previously recorded historic architectural resources (SHPO Site Nos. 5876, 5877, 5878, 5880, 7371, 7372, 7373, 7374, 7375, 7376, 7377, 7378, 7378.01 7379, 7380, 7391, and 7397), all of which were previously determined to be not eligible for listing in the National Register of Historic Places.

If the 3328 Maybank Highway project were to require state permits or federal permits, licenses, funds, loans, grants, or assistance for development, we would recommend to the federal or state agency or agencies that:
- Additional cultural resources/historic property identification survey of the 4.5-acre project area are not needed.

The federal or state agency or agencies will take our recommendation(s) into consideration when
evaluating the project and will determine if additional survey will be required.

Our office has an additional technical comment on the report that we ask to see addressed (please see attached). We will accept the report as final once this comment is addressed; there is no need to send a revised draft. To complete the reporting process, please provide at least three (3) hard copies of a final report: one (1) bound hard copy and a digital copy in ADOBE Acrobat PDF format for the SHPO; one (1) bound and one (1) unbound hard copies and a digital copy in ADOBE Acrobat PDF format for SCIAA. Investigators should send all copies directly to the SHPO. The SHPO will distribute the appropriate copies to SCIAA. Please ensure that a copy of our comments letter is included in the Appendices and Attachments of the final report.

Please provide GIS shapefiles for the surveyed area. Shapefiles should be compatible with ArcGIS (.shp file format) and should be sent as a bundle in .zip format. For additional information, please see our GIS Data Submission Requirements.

The State Historic Preservation Office will provide comments regarding historic architectural and archaeological resources and effects to them once the federal or state agency initiates consultation. Project Review Forms and additional guidance regarding our Office’s role in the compliance process and historic preservation can be found on our website at: https://scdah.sc.gov/historic-preservation/programs/review-compliance.

Please refer to SHPO Project Number 20-KL0088 in any future correspondence regarding this project. If you have any questions, please contact me at (803) 896-6181 or at KSchroer@scdah.sc.gov.

Sincerely,

Keely Lewis-Schroer
Keely Lewis-Schroer
Archaeologist
State Historic Preservation Office
Technical Comments
p. 3, Background Research- “No previously recorded archaeological sites and seven-seventeen historic structures are documented within 0.25-miles of the Project Area.” Please correct.
CITY OF CHARLESTON
PLANNING COMMISSION

July 21, 2021

Development Agreement 1:

Laurel Island (Peninsula)

BACKGROUND

The Laurel Island Planned Unit Development (PUD) was recommended for approval by the Planning Commission in July 2020 and adopted by City Council in October 2020.

The applicant is requesting approval of the development guidelines as the development plan for the Laurel Island Property, which will provide for a mixture of uses, including residential, retail, office, recreational, institutional, and accommodations uses. The Development Agreement reaffirms PUD provisions related to public open space, workforce housing and public infrastructure improvements; and also includes provisions for City Park property to be maintained as park land.

STAFF RECOMMENDATION

APPROVAL
DEVELOPMENT AGREEMENT 1
(MAP 1 OF 3)

Laurel Island Planned Unit Development (PUD) Property
(Peninsula)

TMS #, 4590200013, 4611303024, 100, 101, 102,
4640000002, 006, 023 and 038

approx. 196.1 ac. (of 352.35 total ac.)

Request approval of a Development Agreement between the
City of Charleston; Charleston County; LRA Promenade, LLC;
LRA Promenade North, LLC; and LID OZ I, LLC.

Applicant: HLA, Inc.
DEVELOPMENT AGREEMENT 1
(MAP 2 OF 3)

City Park Property (Bikeway - West Ashley)

TMS #, 4180000006
approx. 57.53 ac. (of 352.35 total ac.)

Request approval of a Development Agreement between the City of Charleston; Charleston County; LRA Promenade, LLC; LRA Promenade North, LLC; and LID OZ I, LLC.

Applicant: HLA, Inc.
DEVELOPMENT AGREEMENT 1
(MAP 3 OF 3)

City Park Property (Morris Island - James Island)

TMS # 4500000013
approx. 98.72 ac. (of 352.35 total ac.)

Request approval of a Development Agreement between the City of Charleston; Charleston County; LRA Promenade, LLC; LRA Promenade North, LLC; and LID OZ I, LLC.

Applicant: HLA, Inc.
LAUREL ISLAND

DEVELOPMENT AGREEMENT

BY AND BETWEEN THE CITY OF CHARLESTON

AND

THE COUNTY OF CHARLESTON; LRA PROMENADE, LLC;

LRA PROMENADE NORTH, LLC; AND LID OZ I, LLC

Prepared by:
George Bullwinkel, Esq.
Nicole Scott, Esq.
Nexsen Pruet, LLC
205 King Street
Charleston, SC 29401
# DEVELOPMENT AGREEMENT

BY AND BETWEEN THE CITY OF CHARLESTON

AND

THE COUNTY OF CHARLESTON; LRA PROMENADE, LLC; LRA PROMENADE NORTH, LLC; AND LID OZ I, LLC

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EXHIBITS

Exhibit A: Legal Descriptions and Boundary Plats
Exhibit B: Laurel Island Property Conceptual Land Use Plan (Color)
Exhibit C: Laurel Island Property Development Schedule
Exhibit D: Charleston Century V Plan
Exhibit E: City of Charleston Zoning Code
Exhibit F: Laurel Island Planned Unit Development Plan
Exhibit G: Development Agreement Ordinance
Exhibit H: Public Infrastructure Improvements Agreement
Exhibit I: Laurel Island Planned Unit Development Ordinance
Exhibit J: Tax Increment Financing District Ordinances
Exhibit K: City Dedicated Open Space
DEVELOPMENT AGREEMENT

BY AND BETWEEN THE CITY OF CHARLESTON

AND

THE COUNTY OF CHARLESTON; LRA PROMENADE, LLC;
LRA PROMENADE NORTH, LLC; LAUREL ISLAND DEVELOPMENT, LLC;
AND LID OZ I, LLC

This DEVELOPMENT AGREEMENT (together with the Exhibits attached hereto, the "Agreement") is entered into effective as of the ___ day of __________, 2021 (the "Effective Date"), by and between the City of Charleston, a political subdivision of the State of South Carolina (the "City") and the County of Charleston, a political subdivision of the State of South Carolina; and LRA Promenade, LLC, a Georgia limited liability company; LRA Promenade North, LLC, a Georgia limited liability company; and LID OZ I, LLC, a Delaware limited liability company (collectively, the "Developer"). The City and Developer are sometimes separately referred to in this Agreement as a "party" or jointly referred to as the "parties."

WHEREAS, the Code of Laws of South Carolina (the "S.C. Code") Sections 6-31-10 through 6-31-160, as it exists on the Effective Date of this Agreement (the "Act"), enables cities to enter into binding development agreements with entities intending to develop real property under certain conditions set forth in the Act; and

WHEREAS, pursuant to S.C. Code Section 6-31-30, the City Council of Charleston ("City Council") enacted Charleston City Code Section 23-20 ("Section 23-20"), which establishes the procedures and requirements for considering and entering into development agreements; and

WHEREAS, in accordance with the Act and Section 23-20, City Council and the City’s Planning Commission conducted public hearings regarding their consideration of this Agreement on ______, 2021, and ______, 2021, respectively; and

WHEREAS, on October 27, 2020, City Council adopted Ordinance No. 2020-144, a copy of which is attached hereto as Exhibit I, rezoning the Laurel Island Property (as hereinafter defined) to a planned unit development and adopting the development guidelines attached thereto as the development plan for the Laurel Island Property;

WHEREAS, the City owns the City Park Property (as hereinafter defined); and

WHEREAS, on _________, 2021, City Council adopted Ordinance Number 2021-______, (a) determining that this Agreement is consistent with the Comprehensive Plan, the Act, Section 23-20, and the Current Regulations; and (b) approving this Agreement. A copy of Ordinance No. 2021-______ is attached hereto as Exhibit G.
NOW THEREFORE, in consideration of the premises of this Agreement and the mutual benefits to the parties, the parties agree as follows:

1. The Real Property.

(a) The Laurel Island Property consists of approximately 196.09 acres. Exhibit A-1 is a legal description of the Laurel Island Property. Exhibit A-2 includes the boundary surveys for the Laurel Island Property. Exhibit A lists all legal and equitable owners of the Laurel Island Property.

(b) The City Park Property consists of approximately 156.26 acres. Exhibit A-3 is a legal description of the City Park Property. Exhibit A-4 includes the boundary surveys for the City Park Property. The City holds title to the City Park Property, and there is no other legal or equitable owner of the City Park Property.

(c) The Real Property is the sum of the Laurel Island Property and the City Park Property. The Real Property currently consists of approximately 255.75 acres of highland and approximately 96.6 acres of wetlands, with a total gross acreage of approximately 352.35 acres, as more fully described on Exhibits A-1 and A-3.

(d) Nothing herein precludes Developer from requesting that additional property be added to this Agreement; provided, however, such additional property may only be added if (1) the Development Plan is duly amended to include such additional property; and (2) City Council adopts an ordinance, in accordance with the procedures in the Act and Section 23-20, amending this Agreement to add the additional property. Nothing in this Paragraph 1(d) abrogates or limits City Council’s discretion in determining whether to add property to this Agreement based upon Developer’s request.

2. Definitions. In this Agreement, unless the word or phrase is non-capitalized:

(a) “Agreement” means this Development Agreement, including the recitals and exhibits attached hereto.

(b) “Building Development Standards” mean standards for the minimum Lot area, width, depth, wall separation, setback, and yard requirements, and for maximum height, for Lots or Development Parcels, as specifically set forth in Exhibit E and Exhibit F and as more fully described in Paragraph 12.A of this Agreement.

(c) “City” means the City of Charleston, a South Carolina municipality.

(d) “City Code” means the Code of the City of Charleston, South Carolina.

(e) “City Council” means the City Council of the City of Charleston.

(f) “City Park Property” means the real property legally described on Exhibit A-3.

(g) “Comprehensive Plan” means the Charleston Century V Plan, Ordinance No. 2000-179, as amended through the Effective Date, adopted pursuant to S.C. Code Section 6-29-510, et seq., and the official map adopted pursuant to S.C. Code Section 6-7-1210, et.seq. The Comprehensive Plan is attached hereto as Exhibit D.

(h) “Current Regulations” means the Comprehensive Plan; the Zoning Ordinance, as defined in Sec. 54-101.a of the City Code, as amended through the Effective Date and including Ordinance Number 2021-____, all of which is attached hereto as Exhibit E; and the Development Plan, which is applicable solely to the Laurel Island Property, attached hereto as Exhibit F.
(i) "Density" means the number of Dwelling Units authorized for the Laurel Island Property under the Development Plan, as may be amended.

(j) "Developer" means Charleston County; LRA Promenade, LLC, a Georgia limited liability company; LRA Promenade North, LLC, a Georgia limited liability company; Laurel Island Development, LLC, a Delaware limited liability company; and LID OZ I, LLC, a Delaware limited liability company, together with all subsidiaries thereof and other entities, their individual or corporate successors and any assignees, whereby such interests are assigned in writing, unless the context clearly implies a reference to a single property owner. Developer shall also apply to any successor or assign of the above stated Developer(s), but only to the extent any such successor or assign is specifically granted Developer rights in a recorded instrument. Unless the context dictates otherwise, "Developer" hereinafter refers collectively to Charleston County; LRA Promenade, LLC, LRA Promenade North, LLC, and LID OZ I, LLC.

(k) "Development" means the planning for or carrying out of a building activity or mining operation, the making of a material change in the use or appearance of any structure or property, or the dividing of land into three or more parcels, and is intended by the Parties to include all uses of, activities upon or changes to the Real Property as are authorized by the Agreement. "Development," as designed in a land or development permit, includes the planning for and all other activity customarily associated with it unless otherwise specified. When appropriate to the context, "Development" refers to the planning for or the act of developing or to the result of development. Reference to a specific operation is not intended to mean that the operation or activity, when part of other operations or activities, is not development. Reference to particular operations is not intended to limit the generality of this item.

(l) "Development Parcel" means any tract of land on which Development may occur, including platted Lots and unplatted parcels, but excluding street rights-of-way.

(m) "Development Permit" includes a building permit, zoning permit, subdivision approval, rezoning certification, special exception, variance, certificate of occupancy and any other official action of any local government having the effect of permitting the Development or use of property.

(n) "Development Plan" means the Laurel Island Planned Unit Development Plan, approved by Ordinance Number 2020-144, adopted October 27, 2020, and attached hereto as Exhibit F.

(o) "Dwelling Unit" means one or more rooms, designed, occupied or intended for occupancy as a separate living quarter, with cooking, sleeping and sanitary facilities provided within the dwelling unit. Dwelling Unit shall not include, however, hotel rooms or other facilities for transient short-term stays, or other commercial properties.

(p) "Facilities" means major capital or community improvements, including, but not limited to, park, recreation, transportation, sanitary sewer, solid waste, drainage, and potable water. Except as expressly set forth in the Development Plan, this Agreement, and/or the Improvements Agreement, the Developer is specifically exempted from any City requirement for the provision of facilities relating to public education, public health systems and facilities, libraries, public housing, jails and other detention sites, courts, police and trash or garbage disposal sites. Such exemptions shall not, however, exempt Developer from payment of applicable user and impact fees for any such facilities.
(q) "Land Development Regulation" means ordinances and regulations enacted by the City for the regulation of any aspect of Development and includes City zoning, subdivision, building construction, occupancy or sign regulations or any other regulations controlling the Development or use of property.

(r) "Laurel Island Property" means the real property legally described in Exhibit A-1.

(s) "Laws" means all ordinances, resolutions, regulations, comprehensive plans, Land Development Regulations, policies and rules, custom and usage (formal and informal) adopted by the City affecting the Development of property and includes laws governing permitted uses of property, governing density, and governing design, improvement, and construction standards and specifications.

(t) "Lot" means a Development Parcel identified in a Subdivision Plat recorded in the ROD.

(u) "LRA" means LRA Promenade, LLC, and LRA Promenade North, LLC.

(v) "Open Space" means areas dedicated to parks, buffers, or naturally occurring or developed wetlands.

(w) "Parties" means the Developer and City.

(x) "Parcel" means any of those tracts of Real Property that are numbered and identified in Exhibit B, as same may be specifically identified by the filing of a subdivision application.

(y) "Project" is the Development that will occur within and upon the Laurel Island Property.

(z) "Public Infrastructure Improvements Agreement" or "Improvements Agreement" means that agreement by and between the City and Developer, dated ____________, 2021, and approved by City Council as part of the ordinance adopting this Development Agreement. The Improvements Agreement is attached hereto as Exhibit H.

(aa) "Real Property" is the real property referred to in Paragraph 1 of this Agreement and includes any improvements or structures customarily regarded as part of real property.

(bb) "ROD" means the Register of Deeds Office for Charleston County, South Carolina.

(cc) "SCDHEC" means the South Carolina Department of Health and Environmental Control.

(dd) "Subdivision Plat" means a recorded graphic description of property prepared and approved in compliance with the Current Regulations, as modified in this Agreement.

(ee) "Tax Increment Finance Revenue" means revenues generated pursuant to Ordinance No. 2019-093, adopted by City Council on October 8, 2019. A copy of Ordinance No. 2019-093 is attached hereto as Exhibit J.

(ff) "Vested Units" means the new multi-family Dwelling Units and commercial square footage which may be approved for the Laurel Island Property.

3. Parties. Parties to this Agreement are the Developer and the City.
4. **Relationship of the Parties.** This Agreement creates a contractual relationship between the Parties. This Agreement is not intended to create, and does not create, the relationship of master/servant, principal/agent, independent contractor/employer, partnership, joint venture, or any other relationship under which one party may be held responsible for acts of the other party. Further, this Agreement is not intended to create, nor does it create, a relationship whereby the conduct of the Developer constitutes “state action” for any purposes.

5. **Intentionally Omitted.**

6. **Intent of the Parties.** The City and the Developer agree that the burdens of this Agreement bind, and the benefits of this Agreement shall inure to, each of them and to their successors in interest and, in the case of the Developer, its successors in title and/or assigns. The City and the Developer are entering into this Agreement in order to secure benefits and burdens referenced in the Act.

7. **Consistency with Comprehensive Plan and Land Development Regulations.** This Agreement is consistent with the Comprehensive Plan and Current Regulations. Whenever express or implied substantive provisions of this Agreement are inconsistent with the applicable standards set forth in the Current Regulations, the standards set forth in the Current Regulations and the standards set forth in this Agreement shall, to the extent possible, be considered *in pari materia* to give effect to both the Current Regulations and this Agreement; provided, however, that in the event of a conflict, and subject to the provisions of S.C. Code Section 6-31-80, the standards set forth in this Agreement shall govern. In the event of a dispute between the parties to this Agreement as to whether a provision in the Comprehensive Plan or Current Regulations is inconsistent with express or implied substantive provisions of this Agreement, the parties must first submit such disputed interpretation to City Council and must wait seven (7) days after such submittal before invoking the remedies afforded them under this Agreement.

8. **Legislative Act.** This Agreement constitutes a legislative act of City Council. Any change in the standards established by this Agreement or to Laws pertaining to the same shall require the approval of City Council, subject to compliance with applicable statutory procedures and consistent with Paragraph 9; provided, however, notwithstanding any provision of this Agreement which may interpreted to the contrary, the provisions in Section 9.1 and 9.4 of the Development Plan shall govern what laws apply to flood control and stormwater management, respectively, on the Laurel Island Property. City Council adopted this Agreement only after following procedures required by the Act and Section 23-20. This Agreement shall not be construed to create a debt of the City, as set forth in S.C. Code Section 6-31-145, or otherwise.

9. **Applicable Land Use Regulations.**

   (a) **Applicable Laws and Land Development Regulations.** Except as otherwise provided by this Agreement, or by Section 9.1 of the Development Plan (with respect to flood control), or by Section 9.4 of the Development Plan (with respect to stormwater management), or by the Act, the Laws applicable to Development of the Real Property are those in force on the Effective Date (such Laws referred to herein as the Current Regulations). Notwithstanding the foregoing, the City may amend or enact Laws applicable to the City Park Property without the consent of the Developer.
(b) **State and Federal Laws.** As set forth in S.C. Code Section 6-31-130, in the event state or federal laws or regulations, enacted after the Effective Date, prevent or preclude compliance with one or more provisions of this Agreement, including but not limited to the Development Plan and the Improvements Agreement, the provisions of this Agreement shall be modified or suspended as may be necessary to comply with the state or federal laws or regulations.

(c) **Subsequent Regulations.** Pursuant to the Act, the City may enact subsequent Land Development Regulations ("Subsequent Regulations"); provided however, during the term of this Agreement, as may be extended, the City may apply Subsequent Regulations to the Laurel Island Property or the Project only if City Council has held a public hearing and determined: (1) the Subsequent Regulations are not in conflict with the Laws governing the Agreement or the Project and do not prevent the Development set forth in the Agreement; (2) the Subsequent Regulations are essential to the public health, safety, or welfare and the Subsequent Regulations expressly state that they apply to the Development subject to this Agreement; (3) the Subsequent Regulations are specifically anticipated and provided for in this Agreement; (4) the City demonstrates that substantial changes have occurred in pertinent conditions existing on the Effective Date which changes, if not addressed by the City, would pose a serious threat to the public health, safety, or welfare; or (5) the Agreement is based on substantially and materially inaccurate information supplied by the Developer. In addition, the Developer has the sole discretionary right from time to time to consent in writing to a subsequent regulation adopted by the City not otherwise enforceable under this Agreement on the Real Property, which written approval shall not constitute or require an amendment to this Agreement or the Master Plan, said consent to be memorialized in a written acknowledgement filed with the Department of Planning, Preservation and Sustainability, who may record the document in the Office of the Charleston County Register of Deeds.

(d) **Vested Rights.** Subject to the remaining provisions of this Paragraph 9, all rights and prerogatives accorded the Developer by this Agreement shall immediately constitute vested rights for the Development of the Laurel Island Property. This Agreement does not abrogate any rights protected under S.C. Code Section 6-31-140 or any rights that may have been vested pursuant to common law and otherwise in the absence of this Agreement.

10. **Building Codes and Laws Other Than Land Use Regulations.** Notwithstanding any provision of this Agreement that may be construed to the contrary, the Developer must comply with any building, housing, electrical, mechanical, plumbing, and gas codes, and other standard codes, subsequently adopted by the City or other governmental entity, as authorized by Chapter 9 of Title 6 of the South Carolina Code. This Agreement does not supersede or contravene the requirements of any building, housing, electrical, mechanical, plumbing, or gas codes subsequently adopted by the City or other governmental entity, as authorized by Chapter 9 of Title 6 of the South Carolina Code. The provisions of this Agreement are not intended, nor should they be construed in any way, to alter or amend the rights, duties and privileges of the City to exercise governmental powers and pass laws not applicable to Development of the Laurel Island Property including, but not limited to, the power of eminent domain and the power to levy and collect taxes; provided, however, that Laws applicable to the Development of the Laurel Island Property shall be subject to Paragraph 9.
11. **Local Development Permits and Other Permits Needed.** The Parties anticipate that the following local Development Permits and other regulatory permits will be needed to complete the Development of the Project:

   Zoning permits, plat approvals (preliminary, conditional or final), road and drainage construction plan approvals, building permits, certificates of occupancy, county water and/or sewer development contracts, and utility construction and operating permits, as well as permits from the South Carolina Department of Health and Environmental Control and the South Carolina Department of Transportation.

The failure of this Agreement to address a particular permit, condition, term, or restriction does not relieve the Developer of the necessity of complying with all laws governing permit requirements, conditions, terms, or restrictions.

12. **Vested Rights Governing the Development of the Real Property.**

   **A. USES AND DENSITY**

   (1) **Laurel Island Property.** The permitted uses and Density set forth in the Development Plan are vested with respect to the Laurel Island Property. The Building Development Standards set forth in the Development Plan shall apply and be vested with respect to minimum Lot area, width, depth, wall separation, setback, and yard requirements, and maximum height, applicable to the Laurel Island Property.

   (2) **City Park Property.** Except as set forth in Paragraph 13(f) of this Agreement, this Agreement does not govern or require the future development of the City Park Property. The City has adopted a plan governing the development of the portion of the City Park Property known as the West Ashley Bikeway, which is incorporated herein by reference, and which may be amended by the City without the approval of Developer. To the extent any Development occurs on any portion of the City Park Property, such Development shall conform with any limitations, covenants, conditions, and restrictions set forth in any agreement applicable to such portion of the City Park Property. Nothing in this Agreement limits, restricts, abrogates, amends, supplements, modifies, terminates, or replaces any agreement applicable to any portion of the City Park Property, including without limitation funding conditions/restrictions or restrictive covenants. The permitted uses, density, and Building Development Standards set forth in Exhibit E and the City’s zoning map shall apply to any future Development of any portion of the City Park Property.

   **B. LAUREL ISLAND PROPERTY OWNERS’ ASSOCIATION**

   (1) **LIPOA.** Prior to the Developer’s sale, conveyance, transfer, or lease of any portion of the Laurel Island Property, the Developer shall establish the Laurel Island Property Owners’ Association (“LIPOA”). Membership in the LIPOA will be mandatory for any owner of a Lot or Development Parcel on the Laurel Island Property, except with respect to any portion of the Laurel Island Property conveyed, leased, dedicated to, or otherwise transferred to the City (except with respect to a Lot or Development Parcel conveyed to the City for affordable and/or workforce housing). The LIPOA will be funded by dues to be established in restrictive covenants to be recorded in the ROD. The LIPOA’s responsibility will be to manage the affairs of the LIPOA, including the enforcement of recorded instruments and the maintenance of private common areas.
The private common areas may include passive park space and nature trails, as well as areas for pools, playgrounds, and other active amenities. Developer may also establish individual property owner associations (“POAs”) for each development tract or portion of the Laurel Island Property; provided, however, no POA shall have jurisdiction over any portion of the Laurel Island Property conveyed, leased, dedicated to, or otherwise transferred to the City (except with respect to property conveyed to the City for affordable and/or workforce housing). An individual POA will incorporate its own common areas and be managed by each POA and governed by the LIPOA. The POAs may contract with the LIPOA for maintenance and/or management services.

(2) Design. The LIPOA’s governing documents will establish design principles governing the Laurel Island Board of Architectural Review’s (“LIBAR’s”) review and approval of all structures, including residential and commercial structures, and any additions or improvements such as fences, pods, etc., on the Laurel Island Property. Design principles shall be approved by the City’s Design Review Board or any successor board, and these guidelines shall be used for the evaluation of individual projects reviewed by City staff.

(3) Nothing herein shall subject the City Park Property to the jurisdiction of LIPOA, any POA, or LIBAR.

C. OPEN SPACE

(1) Developer agrees to preserve portions of the Laurel Island Property as Open Space, in accordance with the Development Plan. Open Space to be included on any portion of the Laurel Island Property shall be designated on the subdivision plat and/or site plan application submitted to the City for such portion of the Laurel Island Property. Those open spaces designated on Exhibit K, attached hereto, may be improved, in whole or in part, with Tax Increment Finance Revenue in accordance with the Improvements Agreement. Notwithstanding the foregoing, all Open Space identified in Exhibit K shall be constructed and conveyed to the City for ownership and maintenance, in conformity with the Laurel Island Development Schedule, attached hereto in Exhibit C. The dedication requirements in Paragraph 12.E shall apply to transfers of Open Space to the City. Open Spaces that are not conveyed to or accepted by the City shall be conveyed to LIPOA and/or a POA.

(2) There are no Open Space requirements applicable to the City Park Property, and Developer may not utilize the City Park Property toward any required Open Space in the Development Plan or otherwise.

D. WORKFORCE HOUSING

(1) With respect to the Laurel Island Property, Developer shall provide workforce housing in accordance with Section 2.4 of the Development Plan. Without limiting the foregoing, as set forth in the Development Plan, Developer shall locate required workforce housing throughout the Laurel Island Property and utilize “seamless design” principles with respect to workforce housing.

(2) The City anticipates using the City Park Property for active and/or passive recreation. As such, there shall be no workforce housing requirements applicable to the City Park Property.
E. DEDICATION

(1) Except as expressly set forth herein to the contrary, Developer shall comply with the City’s dedication standards and processes in conveying Open Space, street rights-of-way, drainage easements, and other public improvements to the City. Without limiting the foregoing, as set forth in Sec. 28-1 of the City Code, public acceptance of a dedication of any street, sidewalk, easement, Open Space, or other ground shown upon a land development plat or a Subdivision Plat shall be by action of City Council. Developer shall execute a maintenance agreement guaranteeing the dedicated improvements against defects in workmanship and materials for two (2) years after construction and acceptance of such improvements by City Council, as documented by the minutes of City Council. Developer shall provide to the City a letter of credit or a maintenance bond, which shall be irrevocable during the term of the warranty period, in an amount equivalent to ten (10) percent of the cost of the improvements dedicated to the City. All liability and maintenance for the dedicated property shall remain with the Developer in accordance with the maintenance agreement until the deed transferring the property is accepted by City Council and the two-year warranty period has expired.

(2) Developer shall convey dedicated street rights-of-way to the City by general warranty deed. Developer shall make all other conveyances to the City (except for utility easements) by limited warranty deed.

(3) Developer shall secure a certificate of completion or similar environmental certification from SCDHEC (or other applicable regulatory agency) prior to conveying any portion of the Laurel Island Property to the City.

(4) The City agrees to accept all dedicated public infrastructure improvements identified in this Agreement upon Developer’s compliance with the requirements of this Paragraph, provided such infrastructure improvements are constructed in accordance with specifications and other applicable regulations approved by the City, as set forth in the Current Regulations and/or this Agreement.

13. Facilities, Services and Public Uses. Although the nature of this long-term project prevents Developer from providing exact completion dates, the general phases of construction and Development with respect to the Laurel Island Property are set forth in Paragraph 15 of this Agreement and described in the Laurel Island Property Development Schedule attached hereto as Exhibit C. The City anticipates that the City Park Property will be developed, if at all, only for active and/or passive recreational uses. Except as set forth in Paragraph 13(f) of this Agreement, the Developer shall not have any responsibility for providing Facilities for any construction or Development that could occur on the City Park Property. Subject to compliance with applicable Laws, all provisions of this Agreement, and prior approval of Development Permits and construction plans by the City or other applicable governmental entity, the City hereby authorizes Developer, on its own or through its affiliated companies, to install the Facilities on the Laurel Island Property; provided, however, Developer shall be required to obtain all necessary permits and approvals before commencing construction of improvements on property owned or maintained by the City. Notwithstanding any provision herein to the contrary, Developer hereby assures the City that adequate Facilities shall be available concurrent with the impacts of Development of the
Laurel Island Property. The provisions of subparagraphs (a) through (c), (e), (g), and (h) of this Paragraph 13 apply solely to the Laurel Island Property.

(a) Rights-of-Way/Easement. With the exception of roads and other related infrastructure governed by the Improvements Agreement, attached as Exhibit H, Developer shall, at its expense, develop and provide roads and other related infrastructure within the Project and pursuant to and at such time required by the development plans for the Project and the Current Regulations. The dedication requirements set forth in Paragraph 12.E shall apply to the dedication of street rights of way and other related infrastructure to the City.

(b) Water and Sewer. Subject to approval by SCDHEC, the service and Facilities for water and sewer shall be provided by Charleston Water System and North Charleston Sewer District, respectively, at their standard rates and tap fees for residential and commercial users in their service area.

(c) Public Infrastructure. In addition to the roads and other related infrastructure set forth in subparagraph (a) and (b) above, LRA will construct or cause to be constructed certain Facilities pursuant to the Improvements Agreement.

(d) Intentionally Omitted.

(e) Improvements Agreement. The City and LRA agree and acknowledge that the Improvements Agreement is essential and integral to the Development of the Laurel Island Property, and is included herein to satisfy, in part, the requirements of S.C. Code § 6-31-60(A)(4). Pursuant to and subject to the provisions of the Improvements Agreement, the City agrees to reimburse LRA from available Tax Increment Finance Revenue for the construction costs of the Facilities that will serve the development, a list of which is attached to the Improvements Agreement. The City and LRA agree to use best efforts to satisfy the conditional requirements set forth in the Improvements Agreement. The term of the Improvements Agreement shall continue for the duration of this Agreement or until acceptance by the City of the final Facility to be constructed by LRA and receipt by LRA of reimbursement as contemplated by the Improvements Agreement.

(f) Bikeway Ponds. The City Park Property includes the West Ashley Bikeway, currently designated as Charleston County TMS No. 418-00-00-006 (the “Bikeway”). LRA shall contribute $100,000.00 to the City, to be utilized for improvements to the turtle pond and duck pond areas located along the Bikeway. The LRA shall make five (5) annual payments to the City of $20,000.00, with the first payment due within thirty (30) days of the Effective Date of this Agreement, and with the remaining payments due on the first, second, third, and fourth, anniversaries of the Effective Date. LRA shall provide a promissory note in a form mutually agreeable to the City and LRA to secure the obligation described herein.

(g) Fire Protection. LRA shall convey to the City a minimum of (1) acre of the Laurel Island Property for a fire station, at no cost to the City, by limited warranty deed. The conveyance shall include sufficient provision for the City to satisfy any stormwater or other utility requirements to construct a fire station on such property. Alternatively, upon mutual agreement and consent by LRA and the City, LRA may convey the fire station site as part of the ground floor of a use which is consistent with the use by the City of the site as a fire station, with the City to receive title only to the portion of the site used for the fire station. The fire station may include a police or EMS substation. The fire station site shall be mutually agreed upon by the City and LRA and conveyed to the City upon written notification by the City that the construction of the fire station has been
fully funded. Until such time as the permanent fire station is constructed, the LRA shall provide a temporary site for a temporary fire station facility on TMS No. 459-02-00-013.

(h) Public Parks. Public parks are an integral component of the Development of the Laurel Island Property and include a bike/pedestrian path and seven (7) parks, which may consist of a dog park, a ballfield, a crabbing dock, a pedestrian wharf and other passive and active amenities. The construction of a crabbing dock and a pedestrian wharf are subject to approval by the applicable federal, state and local agencies. Prior to the construction of the parks, LRA and the City shall work together to determine the exact programming of the parks. The park designs shall require approval by the City’s Design Review Committee. All parks shall be conveyed to the City, who shall operate and maintain them; provided, however, LRA shall have the right, but not the obligation, to provide ground maintenance. The public parks shall be as described in the Development Plan and provided as set forth in the Laurel Island Development Schedule, attached hereto as Exhibit C. The Developer agrees to designate and provide a temporary park consisting of irrigated grass as shown on Exhibit K until such time as Park 4, identified on Exhibit K, is constructed in conformity with Exhibit C.

14. Transportation.

(a) Infrastructure. Subject to and as identified in the Improvements Agreement, attached as Exhibit H, Developer shall pay for and construct all road improvements within the Laurel Island Property and all traffic improvements required for the Development of the Laurel Island Property. The City agrees to use its best efforts to obtain any necessary right-of-way for, and to assist the Property Owner in implementing, the off-site improvements identified in the traffic impact analysis included as part of the Development Plan; provided, however, nothing herein shall require the City to financially support the acquisition or construction of such off-site improvements. Any new roads and related infrastructure constructed on the Laurel Island Property and any improvements to rights-of-way maintained by the City shall be designed and constructed in accordance with the City’s standards, as set forth in the Current Regulations. For improvements to rights-of-way or other facilities maintained by another governmental entity, Developer shall design and construct any infrastructure or improvements in accordance with the standards or such governmental entity. Any rights-of-way or infrastructure to be dedicated to the City shall comply with the dedication requirements in Paragraph 12.E of this Agreement.

(b) Obligations. The Laurel Island Property is currently accessed from Romney Street. Two additional access points will be constructed in order to support the Development on the Laurel Island Property: (1) a bridge connecting Cool Blow Street to the Laurel Island Property and (2) an access from Brigade Street. Developer shall dedicate all infrastructure associated with such new access points to the City in accordance with the dedication requirements in Paragraph 12.E of this Agreement. The timing for such access points shall be in accordance with the Development Plan and the traffic impact analysis contained therein.

15. Schedule for Project Development.

(a) Commencement Date. The Project will be deemed to commence Development upon the execution and adoption of this Agreement.

(b) Interim Completion Date. The Developer projects that during the years after the execution and adoption of this Agreement, the following percentages within the Laurel Island Property will be developed:
<table>
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<tr>
<th>YEAR</th>
<th>% COMPLETE</th>
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<td>5</td>
<td>10</td>
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<td>10</td>
<td>30</td>
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The provisions of Paragraph 12.A(2) shall apply with respect to the City Park Property.

(c) **Completion Date.** Developer projects that, by the year 2049, the Project should be substantially completed (i.e., all recreational amenities erected, built, and essentially all structures erected and/or all necessary infrastructure in place to serve the intended uses). Nothing in this Paragraph shall be interpreted to extend the term of this Agreement.

16. **Term of the Agreement.** The term of this Agreement shall be ten (10) years, commencing on the Effective Date. Nothing herein shall preclude Developer from requesting an extension of the term of this Agreement. City Council may grant such request by adopting an ordinance to this effect after at least one (1) advertised public hearing and in compliance with applicable requirements of the Act and Section 23-20.

17. **Amending or Canceling the Agreement.** Subject to the provisions of S.C. Code Section 6-31-80, this Agreement may be amended or canceled in whole or in part only by written mutual consent of the Parties or by their successors in interest. Any amendment to this Agreement shall comply with the provisions of the Act and Section 23-20. Any action relating to this Agreement requiring consent or approval of one of the Parties shall not require amendment of this Agreement, unless the text, the Act, or Section 23-20 requires an amendment. Except for actions requiring the approval of City Council, whenever consent or approval of a Party is required under this Agreement, the same shall not be unreasonably withheld. A major modification of this Agreement shall occur only after public notice and a public hearing by City Council.

18. **Intentionally Omitted.**

19. **Periodic Review.** The Zoning Administrator or his designee shall review the Project and this Agreement at least once every twelve (12) months, at which time Developer shall demonstrate good-faith compliance with the terms of this Agreement. If, as a result of its periodic review or at any other time, the City finds and determines that the Developer has committed a material breach of the terms or conditions of this Agreement, the City shall serve notice in writing upon the Developer setting forth with reasonable particularity the nature of the breach and the evidence supporting the finding and determination, and providing the Developer a reasonable time in which to cure the material breach. If the Developer fails to cure any material breach within the time given, then the City unilaterally may terminate or modify this Agreement; provided that the City has first given Developer the opportunity: (1) to rebut the City’s finding and determination; or (2) to consent to amend this Agreement to meet the concerns of the City with respect to the findings and determinations.
20. Severability. Subject to the provisions of S.C. Code Section 6-31-150, if any word, phrase, sentence, paragraph or provision of this Agreement shall be finally adjudicated to be invalid, void, or illegal, it shall be deleted and in no way affect, impair, or invalidate any other provision hereof.

21. Merger. This Agreement, coupled with its Exhibits, which are incorporated herein by reference, shall state the final and complete expression of the Parties' intentions. In return for the respective rights, benefits, and burdens undertaken by the Parties, the Developer shall be, and is hereby, relieved of obligations imposed by Subsequent Regulations, except as set forth otherwise herein or under the Act. The parties hereto agree to cooperate with each other to effectuate the provisions of this Agreement and to act reasonably and expeditiously in all performances required under the Agreement. In the event of any legal action instituted by a third party or other governmental entity or official challenging the validity of any provision of this Agreement, the Parties hereby agree to cooperate in defending such action.

22. Conflicts of Law. This Agreement shall be construed and enforced in accordance with the laws of the State of South Carolina.

23. Remedies. Each Party recognizes that the other Party would suffer irreparable harm from a material breach of this Agreement and that no adequate remedy at law exists to enforce this Agreement. Consequently, the Parties agree that any non-breaching Party who seeks enforcement of the Agreement is entitled to the remedies of injunction and specific performance but not to any other legal or equitable remedies including, but not limited to, damages; provided, however, the Developer shall not forfeit its right to just compensation for any violation by the City of Developer's Fifth Amendment rights. The City will look solely to the Developer as to any rights it may have against the Developer under this Agreement, and hereby waives any right to assert claims against limited partners or members of the Developer, and further agrees that no limited partner, member or agent of the Developer has any personal liability under this Agreement. Likewise, Developer agrees to look solely to the City's assets as to any rights it may have against the City under this Agreement, and hereby waives any right to assert claims for personal liability against individuals acting on behalf of the City, its City Council members, agencies, boards, or commissions. Nothing in this Agreement shall be construed as requiring or authorizing the creation or incurrence of general obligation debt on the part of the City.

24. Recording. Within fourteen (14) days after execution of this Agreement, the Developer shall record the agreement with the ROD. The burdens of this Agreement are binding upon, and the benefits of this Agreement shall inure to, all successors in interest and assigns of the Parties to this Agreement.

25. Third Parties. Notwithstanding any provision herein to the contrary, this Agreement shall not be binding and shall have no force or effect as to persons or entities who are not Parties or successors and assigns to this Agreement.
26. **City Approval of Agreement.** The City Council has approved the Agreement under the process set forth in S.C. Code Section 6-31-50 and Section 23-20.

27. **Successors and Assigns.**

   (a) **Binding Effect.** This Agreement shall be binding on the successors and assigns of the Developer in the ownership or Development of any portion of the Laurel Island Property or the Project. A purchaser, lessee or other successor in interest of any portion of the Laurel Island Property shall be solely responsible for performance of Developer’s obligations hereunder as to the portion or portions of the Laurel Island Property so transferred. Assignees of development tracts shall be required to execute a written acknowledgment accepting and agreeing to the Developer’s obligations in this Agreement, said document to be in recordable form and provided to the City at the time of the recording of any deed transferring a development tract. Following delivery of such documents, Developer shall be released of any further liability or obligation with respect to said tract. This paragraph shall not be construed to prevent Developer from obtaining indemnification of liability to the City from third parties. Further, Developer shall not be required to notify the City or obtain the City’s consent with regard to the sale of Lots in single-family residential subdivisions or Lots in commercial areas that have been platted and approved in accordance with the terms of this Agreement. This Agreement shall also be binding on the City and all future City Councils for the duration of this Agreement, even if the City Council members change.

   (b) **Transfer of Project.** Developer shall be entitled to transfer any portion or all of the Laurel Island Property to a purchaser(s), subject to the following exceptions:

   (i) **Notice of Property Transfer.** If the Developer intends to transfer all or a portion of the Laurel Island Property to a purchaser who, by virtue of assignment or other instrument, becomes the “Developer” under and within the meaning of this Agreement, Developer shall notify the City by thirty (30) days prior written notice and provide the City a copy of the assignment of such status as the “Developer.”

   (ii) **Transfer of Facility and Service Obligations.** If the Developer transfers any portion of the Laurel Island Property on which the Developer is required to provide and/or construct certain Facilities or provide certain services, distinct from those provided throughout the Project and which are site-specific to the portion of the Laurel Island Property conveyed, then the Developer shall be required to obtain a written agreement from purchaser expressly assuming all such separate responsibilities and obligations with regard to the parcel conveyed and the Developer shall provide a copy of such agreement to the City.

   (iii) **Assignment of Development Rights.** Any and all conveyances of any portion of the Laurel Island Property subject to the density unit totals set forth in Exhibit F and the size limitations set forth in Paragraph 12A herein to third party developers shall, by contract and covenant running with the land, assign a precise number of Vested Units, and/or commercial square footage, (in reduction of the minimum Vested Units, and/or vesting commercial square footage provided herein). The Developer shall notify the City within fifteen (15) days of the conveyance of the property, provide the City the applicable
documents assigning the Vested Units to the transferee along with the name and contact information of the transferee, and record the same in the office of the Charleston County ROD. In the absence of any assignment associated with the transfer, the transfer will be deemed to include no Vested Units.

(iv) **Mortgage Lenders.** Notwithstanding anything to the contrary contained herein, the exceptions to transfer contained in this Paragraph shall apply: (i) to any mortgage lender either as the result of foreclosure of any mortgage secured by any portion of the Laurel Island Property or any other transfer in lieu of foreclosure; (ii) to any third party purchaser at such a foreclosure; or (iii) to any third party purchaser of such mortgage lender’s interest subsequent to the mortgage lender’s acquiring ownership of any portion of the Laurel Island Property as set forth above. Furthermore, nothing contained herein shall prevent, hinder or delay any transfer or any portion of the Laurel Island Property to any such mortgage lender or subsequent purchaser. Except as set forth herein, any such mortgage lender or subsequent purchaser shall be bound by and shall receive the benefits from this Agreement as the successor in title to the Developer.

(c) **Release of Developer.** In the event of conveyance of all or a portion of the Laurel Island Property and compliance with the conditions set forth therein, the Developer shall be released from any further obligations with respect to this Agreement as to the portion of Laurel Island Property so transferred, and the transferee shall be substituted as the Developer under the Agreement as to the portion of the Laurel Island Property so transferred.

(d) **Estoppel Certificate.** Upon request in writing from an assignee or the Developer to the City sent by certified or registered mail or publicly licensed message carrier, return receipt requested, the City will provide a certificate in recordable form that solely with regard to the portion of the Laurel Island Property described in the request, there are no violations or breaches of this Agreement, except as otherwise described in the Certificate. The City will respond to such a request within thirty (30) days of the receipt of the request, and may employ such professional consultants, municipal, City and state agencies and staff as may be necessary to assure the truth and completeness of the statements in the certificate. The reasonable costs and disbursements of private consultants will be paid by the person making the request.

The certificate issued by the City will be binding on the City in accordance with the facts and statements contained therein as of its date and may be relied upon by all persons having notice thereof. No claim or action to enforce compliance with this Agreement may be brought against the Developer or its assignees properly holding rights hereunder, alleging any violation of the terms and covenants affecting such portion of the Laurel Island Property except as otherwise described in the Certificate.

If the City does not respond to such request within thirty (30) days of its receipt, the portion of the Laurel Island Property described in the request will be deemed in compliance with all of the covenants and terms of this Agreement. A certificate of such conclusion may be recorded by the Developer, including a copy of the request and the notice of receipt and it shall be binding on the City as of its date. Such notice shall have the same effect as a Certificate issued by the City under this Paragraph.

28. **General Terms and Conditions.**
(a) **Intentionally Omitted.**

(b) **Construction of Agreement.** This Agreement should be construed so as to effectuate the public purpose of settlement of disputes, while protecting the public health, safety and welfare, including but not limited to ensuring the adequacy of Facilities.

(c) **Mutual Releases.** At the time of, and subject to (i) the expiration of any applicable appeal period with respect to the approval of this Agreement without any appeal having been filed or (ii) the final determination of any court upholding this Agreement, whichever occurs later, and excepting the parties’ respective rights and obligations under this Agreement, Developer, on behalf of itself and Developer’s partners, officers, directors, employees, agents, attorneys, consultants, hereby releases the City and the City’s council members, officials, employees, agents, attorneys and consultants, and the City, on behalf of itself and the City’s council members, officials, employees, agents, attorneys and consultants, from and against any and all claims, demands, liabilities, costs, expenses of whatever nature, whether known or unknown, and whether liquidated or contingent, arising on or before the date of this Agreement in connection with the Real Property or the application, processing or approval of the Project; provided, however, that each party shall not be released from any continuing obligation to comply with the law, including the Current Regulations.

(d) **State and Federal Law.** The Parties agree, intend, and understand that the obligations imposed by this Agreement are only such as are consistent with state and federal law. The Parties further agree that if any provision of this Agreement is declared invalid, this Agreement shall be deemed amended to the extent necessary to make it consistent with state or federal law, as the case may be, and the balance of the Agreement shall remain in full force and effect.

(e) **No Waiver.** Failure of a Party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such Party to exercise at some future time said right or any other right it may have hereunder. Unless this Agreement is amended by vote of the City Council taken with the same formality as the vote approving this Agreement, no officer, official or agent of the City has the power to amend, modify or alter this Agreement or waive any of its conditions as to bind the City by making any promise or representation contained herein. Any amendments are subject to Paragraph 17 herein.

(f) **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the same subject matter.

(g) **Attorneys’ Fees.** Should any Party hereto employ an attorney for the purpose of enforcing this Agreement, or any judgment based on this Agreement, for any reason or in any legal proceeding whatsoever, including insolvency, bankruptcy, arbitration, declaratory relief or other litigation, including appeal or rehearings, the prevailing Party shall be entitled to receive from the other party hereto reimbursement for all reasonable attorneys’ fees and all costs and expenses. Should any judgment or final order be issued in that proceeding, said reimbursement shall be specified herein.

(h) **Property Taxes and Fees.** Nothing contained herein shall preclude the City from levying and collecting ad valorem property taxes or any fees that are imposed in like manner upon other properties within the City.

(i) **Notices.** All notices hereunder shall be given in writing by certified mail, postage prepaid, at the following addresses:
To City:

City of Charleston
ATTN: Mayor
P.O. Box 304
Charleston, SC 29402

With copies to:

City of Charleston
ATTN: Zoning and Codes Director
P.O. Box 304
Charleston, SC 29402

City of Charleston
ATTN: Attorney
P.O. Box 304
Charleston, SC 29402

To Charleston County:

Charleston County
ATTN: Chairman, County Council

____________________
____________________
____________________

With copies to:

Charleston County
ATTN: Charleston County Attorney

____________________
____________________

To LRA and LID OZ I, LLC:

LRA Promenade North, LLC

____________________
____________________
____________________

LRA Promenade, LLC

____________________
____________________
____________________
LID OZ I, LLC

With copy to:

George Bullwinkel, Esq.
Nexsen Pruet, LLC
205 King Street, Suite 400
Charleston, SC 29401

(k) Execution of Agreement. This Agreement may be executed in multiple parts as originals or by facsimile copies of executed originals; provided, however, if executed and evidence of execution is made by facsimile copy, then an original shall be provided to the other party within seven (7) days of receipt of said facsimile copy.

[SEPARATE SIGNATURES PAGES ATTACHED]
IN WITNESS WHEREOF, this Agreement has been executed by the Parties on the day and year first above written.

Witness: ________________________________

______________________________

CITY OF CHARLESTON

By: ________________________________

John Tecklenburg, Mayor

Attest: ________________________________

Clerk of Council

STATE OF SOUTH CAROLINA )

) ACKNOWLEDGMENT

COUNTY OF CHARLESTON )

I, ________________________________, Notary of the Public of the State of South Carolina, do hereby certify that Charleston, South Carolina, by ________, its _____________ and ________________, its Clerk of Council, personally appeared before me this ____ day of ____________________________, 2021, and acknowledged the execution of the foregoing instrument.

______________________________

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 above written.

Witness: __________________________

County of Charleston

By: __________________________

Attest: __________________________

Clerk of Council

STATE OF SOUTH CAROLINA )
)
COUNTY OF CHARLESTON )

I, __________________________, Notary of the Public of the State of South Carolina, do hereby certify that County of Charleston, South Carolina, by __________, its __________ and __________, its Clerk of Council, personally appeared before me this ___ day of ____________________, 2021, and acknowledged the execution of the foregoing instrument.

______________________________

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 above written.

Witness: LRA PROMENADE, LLC, a Georgia limited liability company

By: ______________________

Its: ______________________

STATE OF SOUTH CAROLINA )

) ACKNOWLEDGMENT

COUNTY OF CHARLESTON )

I, ________________________, Notary of the Public of the State of South Carolina, do hereby certify that LRA Promenade, by __________, its __________ personally appeared before me this ____ day of ________________________, 2021, and acknowledged the execution of the foregoing instrument.

________________________
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 above written.

Witness: LRA PROMENADE NORTH, LLC,
a Georgia limited liability company

________________________

By: ______________________

________________________

Its: ______________________

STATE OF SOUTH CAROLINA )

) ACKNOWLEDGMENT

COUNTY OF CHARLESTON )

I, ________________________, Notary of the Public of the State of South Carolina, do hereby certify that LRA Promenade North, LLC, by ____________, its ___________ personally appeared before me this ___ day of ________________________, 2021, and acknowledged the execution of the foregoing instrument.

________________________
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 above written.

Witness: LID OZ I, LLC,
a Delaware limited liability company

________________________
By: _______________________

________________________
Its: _______________________  

STATE OF SOUTH CAROLINA  )
) ACKNOWLEDGMENT
COUNTY OF CHARLESTON   )

I, _______________________, Notary of the Public of the State of South Carolina, do hereby certify that LID OZ, LLC, by _______________, its ___________ personally appeared before me this ___ day of ____________________, 2021, and acknowledged the execution of the foregoing instrument.

________________________
Notary Public for South Carolina
My Commission Expires: ____________
EXHIBITS

Exhibit A: Legal Descriptions and Boundary Plats
Exhibit B: Laurel Island Property Conceptual Land Use Plan (Color)
Exhibit C: Laurel Island Property Development Schedule
Exhibit D: Charleston Century V Plan
Exhibit E: City of Charleston Zoning Code
Exhibit F: Laurel Island Planned Unit Development Plan
Exhibit G: Development Agreement Ordinance
Exhibit H: Public Infrastructure Improvements Agreement
Exhibit I: Planned Unit Development Ordinance
Exhibit J: Tax Increment Financing District Ordinances
Exhibit K: City Dedicated Open Space
EXHIBIT A

Legal Description and Boundary Plats

<table>
<thead>
<tr>
<th>TMS</th>
<th>LEGAL OWNER</th>
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<tbody>
<tr>
<td><strong>Laurel Island Property</strong></td>
<td></td>
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<tr>
<td>464-00-00-006</td>
<td>LRA Promenade North LLC</td>
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<tr>
<td>464-00-00-002</td>
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<td>459-02-00-013</td>
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<td>461-13-03-024</td>
<td>Charleston County</td>
</tr>
</tbody>
</table>

| **City Park Property** |                                  |
| 450-00-00-013          | The City of Charleston           |
| 418-00-00-006          | The City of Charleston           |
Laurel Island Property Legal Description

ALL that certain piece, parcel or lot of land, situate, lying and being in the City of Charleston, County of Charleston, State of South Carolina, containing 70.19 acres, more or less, as shown on a plat entitled "PLAT OF 70.19 ACRES ABOUT TO BE CONVEYED TO THE BEACH CO. IN THE CITY OF CHARLESTON, AND NORTH CHARLESTON CONSOLIDATED PUBLIC SERV. DIST. CHARLESTON, SOUTH CAROLINA", prepared by H. Exo Hilton, RLS #2552, dated August 1976, and recorded December 22, 1976, in Plat Book S, Page 69, in the Office of the Register of Deeds for Charleston County, South Carolina, reference to which is hereby craved for a more complete description.

TMS NO. 464-00-00-006

ALSO

ALL that certain piece, parcel or lot of land, situate, lying and being in the City of Charleston, County of Charleston, State of South Carolina, shown and designated as "HOLSTON LAND COMPANY, INC. TMS NO 464-00-00-002 TOTAL 116.653 ACRES" on a plat entitled "PLAT SHOWING TMS NO. 464-00-00-002 CONTAINING 116.653 ACRES CSX PROPERTY ID NO. 45019-0037 OWNED BY HOLSTON LAND COMPANY, INC. LOCATED IN THE CITY OF CHARLESTON CHARLESTON COUNTY, SOUTH CAROLINA" prepared by Richard E. Lacey, PLS #16120 of Hoffman Lester Associates, Inc., dated November 20, 2002, and recorded September 12, 2003, in Plat Book EG, Page 619, in the Office of the Register of Deeds for Charleston County, South Carolina, reference to which is hereby craved for a more complete description.

TMS NO. 464-00-00-002

ALSO

ALL that certain piece, parcel or lot of land, situate, lying and being in the City of Charleston, County of Charleston, State of South Carolina, containing 1.42 acres, more or less, shown on a plat entitled "ALTA SURVEY OF PARCELS A, B & C LOCATED AT MORRISON DRIVE AND ROMNEY STREET", prepared by F. Elliot Quinn, III, RLS, S.C. 10292, of Thomas & Hutton Engineering Co. dated January 16, 2006, and having the following metes and bounds, according to said plat:

COMMENCING AT THE INTERSECTION OF N. ROMNEY & ROMNEY ST.; THENCE S63°17’04”E, A DISTANCE OF 32.87 FEET TO THE POINT OF BEGINNING; THENCE S17°59’22”E, A DISTANCE OF 307.50 FEET TO A POINT; THENCE S63°26’31”W, A DISTANCE OF 60.86 FEET TO A POINT; THENCE S63°36’51”W, A DISTANCE OF 65.53 FEET TO A POINT; THENCE N47°02’30”W, A DISTANCE OF 272.36 FEET TO A POINT; THENCE N27°13’04”W, A DISTANCE OF 47.61 FEET TO A POINT; THENCE N63°12’10”E, A DISTANCE OF 268.06 FEET TO POINT OF BEGINNING; SAID TRACT OR PARCEL OF LAND CONTAINING 1.42 ACRES MORE OR LESS.

TMS NO. 459-02-00-013

ALSO
ALL that certain piece, parcel or lot of land, situate, lying and being in the City of Charleston, County of Charleston, State of South Carolina, containing 0.407 acres, more or less, shown and designated as “AREA – 17,479 = 0.407 AC.” on a plat entitled “PLAT OF 0.407 ACRE (AREA – A, B, C, D, E, F & G) PROPERTY OF BAYSIDE GARDENS (A PARTNERSHIP) ABOUT TO BE RELEASED FROM MORTGAGE HELD BY FEDERAL NATIONAL MORTGAGE ASSOCIATION CITY OF CHARLESTON, CHARLESTON COUNTY, SOUTH CAROLINA”, prepared by H. Exo Hilton, RLS #2552, dated August 20, 1991, revised December 17, 1993, and recorded January 21, 1994, in Plat Book CO, Page 187, in the Office of the Register of Deeds for Charleston County, South Carolina, reference to which is hereby craved for a more complete description.

TMS NO. 464-00-00-038

ALSO

ALL those certain pieces, parcels or lots of land, situate, lying and being in the City of Charleston, County of Charleston, State of South Carolina, shown and designated as “LOT D”, “LOT A”, “LOT B” and “LOT C” on a plat entitled “FINAL PLAT SHOWING THE SUBDIVISION OF TMS# 461-13-03-024 (7.94 ACRES) OWNED BY COUNTY OF CHARLESTON AND CREATING LOT A (0.72 ACRES), LOT B (3.17 ACRES), LOT C (0.79 ACRES) AND THE RESIDUAL LOT D (3.26 ACRES) LOCATED CITY OF CHARLESTON CHARLESTON COUNTY, S.C.”, prepared by Kevin Thewes, PLS #21627 of Davis & Floyd, Inc., dated January 7, 2021, last revised January 25, 2021, and recorded February 4, 2021, in Plat Book L21, Page 0036, in the Office of the Register of Deeds for Charleston County, South Carolina, reference to which is hereby craved for a more complete description.

TMS NO. 461-13-03-024 (Lot D)
TMS NO. 464-13-03-100 (Lot A)
TMS NO. 464-13-03-101 (Lot B)
TMS NO. 464-13-03-102 (Lot C)

ALSO

ALL that certain piece, parcel or lot of land, situate, lying and being in the City of Charleston, County of Charleston, State of South Carolina, shown and designated as “3.00 ACRES” on a plat entitled “PLAT SHOWING A TRACT OF LAND LETTERED A, B, C, D, E, & A, CONTAINING 3.0 ACRES OWNED BY THE HOLSTON LAND CO., INC., AND ABOUT TO BE CONVEYED TO CHAS. COUNTY. THIS PROPERTY IS LOCATED IN THE CITY OF CHARLESTON”, prepared by James L. White, C.E. & L.S. S.C. NO. 2452, dated September 1, 1972, and revised December 28, 1972, and recorded March 14, 1973, in Plat Book AB, Page 139, in the Office of the Register of Deeds for Charleston County, South Carolina, reference to which is hereby craved for a more complete description.

TMS NO. 464-00-00-023
Exhibit A-2

Laurel Island Boundary Surveys
A-3

City Park Property

ALL that certain piece, parcel or lot of land, situate, lying and being in the City of Charleston, County of Charleston, State of South Carolina, being a portion of property known as Morris Island, shown and designated as "PARCEL A" on a plat entitled, "PLAT OF THE NORTHERN TIP OF MORRIS ISLAND OWNED BY LOWCOUNTRY LANDS, INC. ABOUT TO BE CONVEYED TO GINN-LA FUND IV CUMMINGS POINT, LLC, prepared by F. Elliott Quinn, III, RLS #10292 of Thomas & Hutton Engineering Co., dated November 3, 2005, and recorded December 8, 2005, in Plat Book EJ, Page 396, in the Office of the Register of Deeds for Charleston County, South Carolina, reference to which is hereby craved for a more complete description.

TMS NO. 450-00-00-013

ALSO

ALL those certain pieces, parcels or lots of land, situate, lying and being in the City of Charleston, County of Charleston, State of South Carolina, known as the West Ashley Bike Way, shown and designated as "PARCEL # I", "PARCEL # III" and "PARCEL # IV" on a plat entitled "PLAT OF PROPERTY OF SEABOARD COAST LINE RAILROAD COMPANY CHARLESTON COUNTY CHARLESTON, S.C. PROPERTY BEING CONVEYED TO SOUTH CAROLINA HIGHWAY DEPARTMENT", prepared by Edwin J. Shuler, dated May 20, 1974, and recorded September 18, 1974, in Plat Book AD, Page 121, in the Office of the Register of Deeds for Charleston County, South Carolina, reference to which is hereby craved for a more complete description.

LESS AND EXCEPTING THEREFORE, ALL that certain piece, parcel or lot of land, situate, lying and being in the City of Charleston, County of Charleston, State of South Carolina, containing 0.030 acres, more or less, shown and designated as "WEST AREA 0.030 ACRE 1328 SQ. FT" on a plat prepared by James G. Penington, PLS #10291 of Palmetto Land Surveying, Inc., dated March 2, 2005, and recorded February 21, 2007, in Plat Book DF, Page 470, in the Office of the Register of Deeds for Charleston County, South Carolina, reference to which is hereby craved for a more complete description.

TMS NO. 418-00-00-006
City Park Property Boundary Surveys
EXHIBIT B

Laurel Island Property Conceptual Land Use Plan
EXHIBIT C

Laurel Island Property Development Schedule

**Phases of Construction and Development**

The timing of development within the Development Agreement and adjoining lands will be very much affected by the health of the national and local economies, as well as the demand for various residential, commercial and industrial building types for the region. It is extremely difficult, if not impossible, to accurately project timing of future phases of development and demand. The property owner has provided the following estimates which are based on information believed to be reasonable at this time. The estimates are subject to change substantially, from time to time, based on market conditions, the supply of competing products within the area, and other factors, not under the control of the Property Owner.

<table>
<thead>
<tr>
<th>Description</th>
<th>Start Date</th>
<th>End Date</th>
<th>Duration</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vertical Construction (Recycling Center Site)</td>
<td>8/2022</td>
<td>8/2023</td>
<td>12 months</td>
</tr>
<tr>
<td>Surcharge &amp; Infrastructure (Phase I)</td>
<td>2/2022</td>
<td>2/2025</td>
<td>36 months</td>
</tr>
<tr>
<td>Vertical Construction (Phase I)</td>
<td>2/2024</td>
<td>2/2031</td>
<td>84 months</td>
</tr>
<tr>
<td>Surcharge &amp; Infrastructure (Phase II)</td>
<td>2/2029</td>
<td>2/2032</td>
<td>36 months</td>
</tr>
<tr>
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<td>2/2037</td>
<td>72 months</td>
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<td>2/2035</td>
<td>2/2038</td>
<td>36 months</td>
</tr>
<tr>
<td>Vertical Construction (Phase III)</td>
<td>2/2037</td>
<td>2/2043</td>
<td>72 months</td>
</tr>
<tr>
<td>Surcharge &amp; Infrastructure (Phase IV)</td>
<td>2/2041</td>
<td>2/2044</td>
<td>36 months</td>
</tr>
<tr>
<td>Vertical Construction (Phase IV)</td>
<td>2/2043</td>
<td>2/2049</td>
<td>72 months</td>
</tr>
</tbody>
</table>

At the conclusion of each Phase of vertical construction, it is anticipated that the following Parks will be completed prior to initiating construction on the next Phase of vertical construction.

**Phase I**
- First +/- ½ mile of the Bike/Pedestrian Path
- Park 1
- Temporary Park

**Phase II**
- Addition of +/- ½ mile of the Bike/Pedestrian Path (+/- 1 mile in total completed)
- Crabbing docks
- Park 2
- Park 3
Phase III
- Completion of the Bike/Pedestrian Path (2 miles in total)
  - Park 4
  - Park 5

Phase IV
- Park 6
- Park 7
- Pedestrian wharf

It is also anticipated that certain offsite or neighborhood improvements will be provided to enhance the area or provide traffic relief as required by future traffic studies.

Phase I
- Singleton Park
- Cool Blow and Nassau Street Flooding
- Misc. Sidewalk Improvements
- Widening, extension, and improvement of Romney Street
- Morrison Dr & Romney St
- Meeting St & Romney St
- Meeting St & Brigade St

Phase II
- Construction of Cool Blow Street Bridge
- Cool Blow Streetscape improvements including sidewalks, landscaping and street lighting
- N. Hanover St & Cool Blow St
- Meeting St & Cool Blow St
- Meeting St & US 17 SB

Phase III
- Extension of Brigade St to Laurel Island, including streetscape improvements
- Brigade St & Huguenin Ave
- Morrison Dr & Brigade St
- I-26 EB Off-Ramp & Mt. Pleasant St
- Meeting St & Cunnington St

Phase IV
- Meeting St & US 17 NB (Signal Only)
- Meeting St & US 17 NB (Ramp Widening)
- Meeting St & Huger St
- Morrison Dr & Huger St
- Construction of Cedar Street between Morrison Dr and N. Hanover St
EXHIBIT D

Charleston Century V Plan

TO BE INSERTED AT EXECUTION
EXHIBIT E

City of Charleston Zoning Code

TO BE INSERTED AT EXECUTION
EXHIBIT F

Laurel Island Planned Unit Development Plan
EXHIBIT G

Development Agreement Ordinance

TO BE INSERTED AT EXECUTION
EXHIBIT H

Public Infrastructure Improvements Agreement
PUBLIC INFRASTRUCTURE IMPROVEMENTS AGREEMENT

THIS PUBLIC INFRASTRUCTURE IMPROVEMENTS AGREEMENT (this “Agreement”) is made effective as of the ___ day of _______, 2021 (the “Effective Date”), by and between the CITY OF CHARLESTON, SOUTH CAROLINA, a South Carolina municipal corporation (the “City”); and LRA Promenade, LLC, a Delaware limited liability company and LRA Promenade North, LLC, a Delaware limited liability company (collectively, “LRA”), LRA’s successors, successors-in-title, designees and assigns (collectively, the “Developer”). The City and the Developer are sometimes referred to individually as a “Party” and together as the “Parties” as the context may require.

RECITALS

1. Pursuant to the “Tax Increment Financing Law” codified at Title 31, Chapter 6, Code of Laws of South Carolina, 1976 as amended (the “TIF Act”) the City is authorized to establish redevelopment project areas, issue obligations to carry out a redevelopment project and pay redevelopment project costs, each as defined in the TIF Act.

2. On October 8, 2019, the City Council (“City Council”) by ordinance (the “TIF Ordinance”) established the Morrison Drive Redevelopment Project Area (the “TIF District”). A copy of the TIF Ordinance is included as Exhibit A. The Redevelopment Plan attached to the TIF Ordinance describes the expectation that certain public improvements will be funded by TIF Revenues or will be financed by borrowings secured by a pledge of revenues generated by the TIF District and the Assessments (as hereinafter defined) generated by the anticipated Improvement District (as hereinafter defined). The “Property” for purposes of this Agreement shall mean the TIF District less and except Charleston County Tax Map Sequence Numbers 4590200001 (“The Office at Morrison Yard”) and 4590700010 (“Morrison Yard Apartments”).

3. Pursuant to the Municipal Improvements Act of 1999, Title 5, Chapter 37 of the Code of Laws of South Carolina, 1976 as amended (the “Municipal Improvements Act”), the Parties anticipate that the City Council will enact an ordinance (the “MID Ordinance”) designating portions of the TIF District consisting of Charleston County Tax Map Sequence Numbers 4640000006, 4640000002, 4590200013, 4640000038 and 4640000023, as a Municipal Improvement District referred to as the “Laurel Island Improvement District” (the “Improvement District”) and containing an assessment methodology.

4. The Developer proposes to develop all or portions of the Improvement District in multiple phases (or convey portions of such Improvement District to third parties for development consistent with and subject to this Agreement). The Developer may also develop all or a portion of Charleston County Tax Map Sequence Numbers 4590200011 (990 Morrison Drive). The parcels that comprise the Improvement District and 990 Morrison Drive shall be defined herein as the “Laurel Island Property.”

5. In conjunction with the development of all or portions of the TIF District, subject to the terms and conditions hereof, the Developer or Developer Affiliate will undertake certain improvements on the Laurel Island Property or within and near the TIF District, which
improvements are set forth on Exhibit B attached hereto and made a part hereof (collectively the "Public Infrastructure Projects" and individually as the context may require a "Public Infrastructure Project"). The TIF Ordinance and the anticipated MID Ordinance will describe revenue bonds to be issued to defray the cost of a portion of such Public Infrastructure Projects ("TIF Bonds"). The TIF Ordinance and MID Ordinance, as amended and to be amended, describe certain public infrastructure improvements to be undertaken within the TIF District.

6. The Parties intend that certain costs to be incurred by the Developer (or Developer Affiliate as defined herein) in connection with the remediation, engineering, design, permitting, construction, development, and equipping of the Public Infrastructure Projects (as set forth in Exhibit B) (collectively the "Public Infrastructure Costs"), which shall include all types of costs eligible for reimbursement under applicable law, will be funded from the proceeds available from TIF Bonds ("TIF Bond Proceeds") and Excess TIF Revenues (as herein defined). In addition, a portion of the funds advanced by the Developer for Public Infrastructure Costs will be reimbursed from the TIF Bond Proceeds and Excess TIF Revenues. The estimated Public Infrastructure Costs are set forth on Exhibit F attached hereto.

TIF Bond Proceeds and Excess TIF Revenues generated by the Laurel Island Property ("Revenue Source 1") shall be available for the exclusive use by the Developer in order to reimburse the Developer for Public Infrastructure Costs. Developer shall have no access to TIF Bond Proceeds or Excess TIF Revenues generated by the parcels known as the Morrison Yard Apartments and The Office at Morrison Yard ("Revenue Source 2"). For the remaining portion of the TIF District (i.e., those portions of the TIF District not part of the Laurel Island Property and not part of Morrison Yard Apartments and The Office at Morrison Yard which shall hereinafter be referred to as the "Remaining Property"), the City shall use the TIF Bond Proceeds and Excess TIF Revenues generated by the Remaining Property ("Revenue Source 3") for Public Infrastructure Costs where such costs relate to Public Infrastructure Projects, including those associated with road improvements, utilities and flood abatement within or near the TIF District; provided however, that the first $650,000 of such TIF Bond Proceeds and Excess TIF Revenues generated by Revenue Source 3 shall first be used by the City for the following three projects: (i) improvements to Singleton Park or other park and recreation improvements (the cost of such improvements reimbursable from Revenue Source 3 is estimated to be in the amount of $200,000); (ii) stormwater drainage improvements including improvements to the intersection of Cool Blow Street and Nassau Street in order to address storm water drainage issues (the cost of such improvements reimbursable from Revenue Source is estimated to be in the amount of $350,000) and (iii) sidewalk improvements within the neighborhood surrounding the Laurel Island Property (the cost of such improvements reimbursable from Revenue Source 3 is estimated to be in the amount of $100,000).

After use of $650,000 of the funds in Revenue Source 3 for improvements in items (i), (ii) and (iii) above, the remaining Excess TIF Revenues and TIF Bond Proceeds generated by Revenue Source 3 shall then first be used to fund the off-site neighborhood/traffic improvements ("Off-Site Improvements") as identified in the Laurel Island Phasing Plan attached hereto and made a part hereof as Exhibit F to the extent constructed by the Developer and/or the City (in each instance the Developer and the City to meet and determine who constructs such Off-Site Improvement) and as consistent with or supported by traffic studies. To the extent Developer constructs such Off-Site Improvements, then Developer shall be reimbursed from Revenue
Source 3. Developer may also, at its election, use Revenue Source 1 to fund a portion of these Off-Site Improvements.

In instances in which TIF Revenue generated by the Laurel Island Property and the Remaining Property are both used as collateral for a bond issuance, the TIF Bond Proceeds shall be allocated by the City separately between Revenue Source 1 and Revenue Source 3 in manner consistent with the dollar amount of existing TIF Revenue and projected TIF Revenue (if any is used and accepted to support the amount of the bond issuance, including, if used, projected TIF Revenue supported by Assessments on the Laurel Island Property pursuant to the MID Ordinance) used from each of the Laurel Island Property and the Remaining Property to support the total amount of the bond issuance. In instances in which TIF Revenue generated by The Office at Morrison Yard/Morrison Yard Apartments and the Remaining Property are both used as collateral for a bond issuance, the TIF Bond Proceeds shall be allocated by the City separately between Revenue Source 2 and Revenue Source 3 in manner consistent with the dollar amount of existing TIF Revenue and projected TIF Revenue (if any is used and accepted to support the amount of the bond issuance) used from The Office at Morrison Yard/Morrison Yard Apartments and the Remaining Property to support the total amount of the bond issuance. Reimbursement to the Developer from TIF Bond Proceeds and Excess TIF Revenue for Public Infrastructure Costs incurred by the Developer shall not exceed $360 million, which as depicted on Exhibit E, is less than the projected Public Infrastructure Costs associated with only three of the four phases to be constructed.

7. The City is willing to facilitate the reimbursement described above to the Developer and/or Developer Affiliate from the TIF Bond Proceeds and Excess TIF Revenues for such Public Infrastructure Costs and to disburse TIF Bond Proceeds and Excess TIF Revenues on the terms and conditions hereinafter set forth.

8. In connection with the City’s issuance of TIF Bonds, it is necessary that the City Council by ordinance (the “Bond Ordinance”) approve such TIF Bonds and it is further necessary that a successful financing of the TIF Bonds be accomplished.

9. One or more of the TIF Bonds series may be secured, at the Developer’s election, by the Assessments.

10. The Parties intend to enter into one or more supplemental amendments or addendums to this Agreement in connection with the issuance of TIF Bonds.

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

ARTICLE I - RECITALS

Section 1.1 The foregoing Recitals are incorporated into and made a part of this Agreement.
ARTICLE II - DEFINITIONS

Section 2.1 Defined Terms. In addition to the terms defined in the Recitals and elsewhere herein, the following terms shall have the meanings specified herein:

“Applicable Requirements” shall mean, collectively, all requirements contained in this Agreement, the Indenture, the Construction Documents, all City standards and requirements for publicly dedicated infrastructure improvements, and all applicable and duly enacted federal, state, county and City laws, codes, ordinances, rules, regulations, approvals, and permits (all as may have been modified by any documents applicable to the Laurel Island Property, including without limitation any subsequent Development Agreement executed pursuant to Section 6-31-160 of the Code of Laws of South Carolina, as amended). The Applicable Requirements shall not include the City procurement code.

“Assessments” means those assessments to be levied against tracts and lots within the Improvement District for the purposes provided for in the Municipal Improvements Act of 1999, Title 5, Chapter 37 of the Code of Laws of South Carolina, as amended, specifically Section 5-37-30 to be established by the MID Ordinance.

“City Project Manager” shall mean the individual proposed by Developer and approved by the City’s Mayor’s Office who is responsible for coordinating the City’s obligations and rights under this Agreement and who is responsible for coordinating all City responses to the Developer’s applications for Development Permits, for assisting the Developer with the application and review process for Development Permits and for obtaining timely and unified City responses to the Developer’s requests for approvals, permits and consents. The costs of the City Project Manager shall be included as a Public Infrastructure Costs and shall not exceed $150,000 annually.

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

“Construction Fund” shall mean a fund established into which TIF Bond Proceeds and Excess TIF Revenues are deposited in order to reimburse the Developer for and/or pay directly Public Infrastructure Costs.

“Design Professional” means the properly licensed architects and/or engineers engaged by the Developer for a Public Infrastructure Project as further described in Section 5.13 of this Agreement.

“Developer Affiliate” shall mean any entity owned in whole or part by the Developer or by any entity that controls, is controlled by, or is under common control with the Developer.
“Development Permits” includes building permits, zoning permits, subdivision approvals, rezoning certifications, special exceptions, variances, certificates of occupancy, municipal separate storm sewer system (MS4) permits, and/or any other official action of the City having the effect of permitting all or portions of the Public Infrastructure Project or use of all or portions of the Laurel Island Property.

“Disbursement Request” has the meaning set forth in Section 6.2 of this Agreement.

“Excess TIF Revenue” means excess funds from TIF Revenues that exist beyond that necessary to support annual payments for outstanding TIF Bonds and required debt coverage ratio if any, beyond debt service.

“Indenture” shall mean the master trust indenture or similar document or ordinance of the City pursuant to which TIF Bonds are issued, if any, as may be modified or supplemented by one or more supplemental indentures.

“LID Party” shall mean any of (i) Laurel Island Development, LLC, a Delaware limited liability company, (ii) LID QOZB, LLC, a Delaware limited liability company, or (iii) any other entity that is under common control, directly or indirectly, with either of the entities listed in the foregoing clause (i) or (ii).

“Plans” shall mean the final plans and specifications, including all drawings and design calculations, prepared by a Design Professional and approved by the City in accordance with the procedures set forth in Section 8.2 with respect to a Public Infrastructure Project or portion thereof.

“Project Schedule” has the meaning set forth in Section 5.5 of this Agreement.

“Redevelopment Plan” shall mean the certain Redevelopment Plan included within the TIF Ordinance (as amended from time to time) for the TIF District, a copy that is attached as Exhibit C and made a part of this Agreement.

“TIF Revenues” shall mean tax increment revenues generated by the TIF District.

ARTICLE III - CONDITIONS TO THE DEVELOPER’S OBLIGATIONS HEREUNDER

Section 3.1 Modification of TIF Ordinance, Enactment of MID Ordinance and Related Ordinances and Documents. The respective obligations of the Developer and City hereunder are conditioned upon, among other conditions set forth in this Agreement (including but not limited Recital 6), the following:

(i) Adoption by the City Council of the MID Ordinance;

(ii) Agreement of the Developer and City that, with respect to future issuance of TIF Bonds, at such time as TIF Revenues exceed 102% of the current bond year’s principal and interest payment such excess shall transfer to the Construction Fund for reimbursement of
the Developer of Project Infrastructure Costs (such agreement being subject to the obligations imposed by purchaser of such TIF Bonds);

(iii) The City’s commitment to issue subsequent series of TIF Bonds in order to finance Public Infrastructure Costs, recognizing that the principal amount of such future issuance of TIF Bonds is dependent upon such factors as the income stream securing such borrowings as well as interest rates then prevailing;

(iv) The Developer’s acquisition of title to (or a valid easement or other right to construct upon) the portion or portions of the property on which a Public Infrastructure Project is to be located.

**ARTICLE IV**

**Section 4.1** In connection with the issuance of TIF Bonds, the Developer and the City shall have the right, upon mutual agreement, to designate additional Public Infrastructure Projects (the existing Public Infrastructure Projects are listed on Exhibit B) in accordance with the Redevelopment Plan and shall enter into an amendment or addendum hereto or a separate agreement in form and substance equivalent hereto; provided however that TIF Bond Proceeds and Excess TIF Revenues shall first be applied to Public Infrastructure Projects listed on Exhibit E. Provided that the Developer is not in default hereunder or with respect to any Assessments, the City shall proceed with the issuance of such subsequent series of TIF Bonds for the continued development of the Laurel Island Property in accordance with the Redevelopment Plan. The TIF Bond Proceeds and Excess TIF Revenues (and revenues from any Assessments imposed upon the Improvement District) shall not be used by the City for any purposes other than as provided hereunder.

**Section 4.2** The City agrees to deposit all TIF Bond Proceeds and Excess TIF Revenues generated by the TIF District into the Construction Fund established for Public Infrastructure Costs, including the reimbursement of the Developer for Public Infrastructure Costs and to apply such TIF Bond Proceeds and Excess TIF Revenues for such purposes. Excess TIF Revenues shall be made available hereunder for payment or reimbursement of Public Infrastructure Costs including those paid or incurred by Developer or any other Developer Affiliate to the extent that such amounts have not been reimbursed. As a final distribution prior to dissolution of the special tax allocation fund as described at Section 31-6-70 of the TIF Act, any funds remaining in such Construction Fund shall be applied to reimburse the Developer or any other Developer Affiliate as described in the preceding sentence to the extent such reimbursement shall not previously have been made. The reimbursements contemplated in this Agreement will include the amount of any Assessments (including imputed interest thereon at the interest rate of the most recently issued TIF Bonds) paid by Developer with respect to the TIF Bonds. Beginning with the first year that any Assessments are payable with respect to the TIF Bonds and continuing each year thereafter, the Developer shall be required to deliver to the City a written report indicating which amounts of the Assessments for the applicable year are being paid by the Developer or any other Developer Affiliate and are therefore potentially reimbursable under this Agreement. Such annual report shall also indicate any imputed interest to date that is applicable to previously paid Assessments as provided above. This Section 4.2 is subject to the provisions of Recital 6.
Section 4.3  The City agrees that any proceeds of Assessments imposed within the Improvement District, or proceeds of loans to the City or bonds issued by the City to be paid or secured in part from assessments imposed thereon (including without limitation the TIF Bonds), shall not be used by the City for any purposes other than as provided under this Agreement or as otherwise agreed by the Parties.

ARTICLE V- CONSTRUCTION REQUIREMENTS

Section 5.1  Responsibilities with Respect to Construction.

(a)  The Developer (or Developer Affiliate) shall cause all work performed by it with respect to the construction of Public Infrastructure Projects to be conducted in a good workmanlike and commercially reasonable manner. The Developer shall retain at all times adequate staff or consultants to administer and coordinate all work related to the design, engineering, acquisition, construction, and installation of the Public Infrastructure Projects. Pursuant to Section 5.5 and Section 5.7 of this Agreement, the Developer and City shall meet prior to commencement of construction of each phase of the Public Infrastructure Projects and develop a schedule and budget for each such phase. The City shall make available Excess TIF Revenues and the TIF Bond Proceeds for the payment or reimbursement of Public Infrastructure Costs as set forth herein.

(b)  To the extent Public Infrastructure Projects identified on Exhibit F are undertaken by the Developer, the Public Infrastructure Costs incurred in connection therewith as set forth in Exhibit F shall be reimbursed and/or directly paid from the TIF Bond Proceeds and Excess TIF Revenues in accordance with the terms of this Agreement.

(c)  Upon written agreement of the City and the Developer, Exhibit F may be amended from time to time to change individual Public Infrastructure Projects provided that such change does not compromise the economic viability of the Laurel Island Property and TIF Bonds as a whole. In addition, additional Public Infrastructure Projects may be added to Exhibit F from time to time at the request of the City or the Developer upon written agreement of the City and the Developer.

Section 5.2  Compliance with Applicable Requirements.  The Developer shall construct the Public Infrastructure Projects that are undertaken in accordance with Applicable Requirements. The Developer shall obtain all necessary permits and approvals prior to commencing construction of any portion of an individual Public Infrastructure Project, and promptly thereafter shall commence and diligently pursue the completion of the approved portion of the Public Infrastructure Project in accordance with all Applicable Requirements and the timetable established pursuant to Section 5.5.

Section 5.3  Approval of Plans.  The Developer shall cause all Plans to be prepared for the Public Infrastructure Projects by a Design Professional, duly licensed and in good standing in the State of South Carolina, and submitted for the City’s prior written approval in
accordance with the City’s requirements and procedures as set forth in Section 8.2. The City shall not be obligated to make any disbursements hereunder with respect to a Public Infrastructure Project or portion thereof until the City has approved the Plans for the applicable Public Infrastructure Project or portion thereof, provided that design costs shall be reimbursed prior to approval of the Plans and prior to approval of the Schedule of Values (as defined in Section 5.7 below) for the applicable Public Infrastructure Project. The City’s approval of the Plans shall not be deemed to waive the obligation of the Developer and/or the Design Professional to provide amendments to the Plans so that the Plans comply with Applicable Requirements if it is reasonably determined by the City that any such Plans do not comply. The Developer shall promptly provide to the City copies of each set of the Plans as required by the City’s building codes and requirements and one reproducible copy of each set of the approved Plans, which shall become the property of the City, at no cost to the City. The Developer may not materially modify or amend the Plans approved by the City without the prior written consent and approval of the City as provided herein. For purposes of this Section 5.3, a material modification or amendment of the Plans for a Public Infrastructure Project shall be any change or changes which (a) involves a cost increase greater than 15 percent in aggregate of the cost of the particular Public Infrastructure Project, (b) impairs the structural integrity or configuration of the Public Infrastructure Project, or (c) results in a violation of any Applicable Requirement. Approvals of material modifications or amendments to the Plans that are requested by the Developer shall be subject to the reasonable discretion of the City. Notwithstanding any provision to the contrary, the Developer shall consult with the City Project Manager before amending or modifying the Plans for a Public Infrastructure Project.

Section 5.4 Completion. Subject to Section 8.5 and sufficient TIF Bond Proceeds and Excess TIF Revenues being available to reimburse the Developer for Public Infrastructure Costs, the Developer shall complete individual Public Infrastructure Projects undertaken by the Developer for dedication by the Developer and acceptance by the City within the applicable period of time as set forth in the Project Schedule developed pursuant to Section 5.5. Changes to the commencement and completion dates set forth in the Project Schedule may only be made pursuant to the terms of this Agreement. The Developer reasonably expects that the TIF Bond Proceeds will be fully disbursed and expended in accordance with the Project Schedule.

Section 5.5 Project Schedule. The Developer shall prepare and submit to the City project schedules for the individual Public Infrastructure Projects (each a “Project Schedule”) for the City’s approval prior to commencement of a Public Infrastructure Project. Failure to meet a date set forth in a Project Schedule shall not, in and of itself, constitute a material breach of this Agreement by the Developer, but shall be subject to the Developer’s opportunity to cure as provided herein; whether a material breach has occurred shall be based upon the totality of circumstances, including but not limited to materiality of the date and force majeure events. The obligation to meet a Project Schedule date shall at all times be subject to the availability of Excess TIF Revenues or TIF Bond Proceeds to reimburse the Developer for the costs of the Public Infrastructure Project. If the Developer requests a modification to the dates as set forth in a Project Schedule and is able to demonstrate and establish that there is good cause to modify those dates, including, without limitation, changes in market conditions, delivery dates of materials, or production requirements, and any such change will not adversely affect the tax exempt status of the TIF Bonds, those dates shall be modified to the extent necessary in accordance with the terms of this Agreement. Individual Project Schedules shall be modified as
applicable to reflect any changes in the applicable Plans. The modification of individual Project Schedules shall be submitted and reviewed in accordance with the approval procedure set forth in Section 8.2.

The Laurel Island Phasing Plan identified as Exhibit F (attached hereto and made a part hereof) indicates the order in which the parks are to be built on the island (subject to caveats contained in Exhibit F) as further described as follows:

- Phase I development identified in Exhibit F will include the first portion (+/- ½ mile) of the Bike/Pedestrian Path located on the outer edge of the island, near the water's edge, Park 1 and Temporary Park
- Phase II development identified in Exhibit F will include Park 2, Crabbing Docks, Park 3 and extends the Bike/Pedestrian Path (an additional +/- ½ mile).
- Phase III development identified in Exhibit F will include Park 4, Park 5 and completes the Bike/Pedestrian Path (2 miles in total).
- Phase IV development identified in Exhibit F will include Park 6, Park 7 and pedestrian wharf.

The public parks shall be owned and maintained by the City with the right reserved by the Developer to take over grounds maintenance if necessary.

Section 5.6 Independent Contractor. In performing this Agreement, the Developer is an independent contractor and not the employee of the City. Except as set forth in this Agreement, the City shall not be responsible for making any payments to any contractor, subcontractor, agent, consultant, employee, or supplier of the Developer but shall be responsible to fund amounts to the Developer (or Developer Affiliate as applicable) in accordance with this Agreement, unless otherwise directed in writing by the Developer to fund directly to the Developer’s contractors, suppliers and consultants.

Section 5.7 Schedule of Values. Prior to commencement of work on any Public Infrastructure Project, the Developer shall prepare and submit to the City for the City’s review and approval a detailed cost breakdown allocating values to various portions of the applicable Public Infrastructure Project by each trade and division of the work (“Schedule of Values”). The Schedule of Values shall be prepared in such form and supported by such data to substantiate its accuracy as the City may reasonably require. The Schedule of Values with trade payment breakdown shall provide sufficient detail to identify sections of the Public Infrastructure Project by convenient or meaningful units and shall be updated as reasonably required by the City. Any Schedule of Values or trade breakdown that fails to include sufficient detail, is unbalanced, or exhibits “front-loading” of the value of the work shall be rejected. The Schedule of Values for one or more Public Infrastructure Projects shall be modified from time to time as necessary to reflect any changes to the applicable Plans or any differences in estimated and actual costs. The approval of a Schedule of Values or any modification thereto shall be submitted and reviewed in accordance with the approval procedure set forth in Section 8.2.

Section 5.8 Mortgages and Other Liens to be Subject to this Agreement. In connection with the acquisition, financing of, development and construction on the Laurel Island
Property (other than Public Infrastructure Projects funded under this Agreement), the Developer may from time to time grant mortgages or other liens to its lenders. Any mortgage or other liens which may encumber the Laurel Island Property shall be subject to the condition that all Public Infrastructure Projects funded under this Agreement, together with all easements necessary for the operation and maintenance thereof, shall upon acquisition by Lender or its assignee be conveyed to the City upon completion thereof and acceptance thereof by the City as provided herein and in the Applicable Requirements without further consideration from the City, free and clear of any such mortgage or other lien or encumbrance, and any such lien holder shall upon request execute and record an acknowledgement that such Public Infrastructure Project, and all easements associated therewith, are released from such lien. In order to provide record notice of this provision, the City may require that this Agreement or a short form notice thereof be recorded in the county office of Register of Mesne Conveyance. Any existing mortgagee or other lien holder as of the date of such recording must execute a subordination of its lien to this Agreement. The City agrees that if requested by the Developer it shall issue estoppels confirming that no default exists under this Agreement or associated TIF documents. Developer and Developer Affiliate shall have the right, in connection with an existing or future financing secured by the Laurel Island Property, or any part thereof, to assign for collateral purposes its interest hereunder to its lender, and the other Parties hereby agree to execute and deliver a consent or acknowledgement, in a form reasonably acceptable to the other Parties, to any such collateral assignment.

Section 5.9 Subordination to Lien for Assessments. As provided at Section 5-37-130 of the Municipal Improvements Act, the lien for Assessments against the Improvement District and any lots or tracts subdivided therein shall be superior to any lien other than property tax liens, and accordingly shall be superior to any mortgage, lien or other encumbrance granted by the Developer to any lender or any other party.

Section 5.10 Payment and Performance Bonds. Contractors for Public Infrastructure Projects shall be required to obtain payment and performance bonds, unless the Developer shall determine otherwise with the consent of the City Project Manager. However, the City shall not require payment and performance bonds for contracts for less than $250,000. Such bonds are to be secured by cash, or a letter of credit or must be issued by a surety company licensed in the State of South Carolina with an “A” minimum rating of performance as stated in the most current publication of “Best Key Rating Guide, Property Liability” or other equivalent protection as approved by City Project Manager. Such bonds will name the City and the Developer as the obligees and will be on a modified AIA Bond Form A312-2010, as such document form may be amended or modified, or such other form agreed to by the City.

Section 5.11 Developer’s Agent. The Developer may from time to time appoint an agent to act on its behalf hereunder (“Developer’s Agent”). The initial Developer’s Agent shall be provided to the City by the Developer pursuant to the notice provisions in Section 10.3 of this Agreement. The Developer may replace the Developer’s Agent at any time and shall provide written notice of such replacement to the City.

Section 5.12 Warranty. The City and the Developer shall obtain warranties from the Contractor constructing the Public Infrastructure Project that (a) materials and equipment furnished will be of good quality and new (unused) unless otherwise permitted by this
Agreement or unless the City approves of reasonable substitutes presented by the Developer (such approval not to be unreasonably withheld); and (b) that the work will be of good quality, free from faults and defects and in conformance in all material respects with this Agreement, any amendments hereto, and the Plans. Contractors constructing Public Infrastructure Projects shall agree that any defects found within the said work will be repaired at contractor’s expense for the period of at least one year (two years for road improvements) from substantial completion of the Public Infrastructure project or portion thereof as agreed to by the City Project Manager. Defects shall be defined as any work or services performed that do not comply with the Plans. With respect to roads, for purposes of commencement of such two year period applicable to road improvements, final approval shall mean approval by the City Project Manager of all work other than the final wearing surface of the road if such surface application is postponed with the consent of the City to avoid damage from ongoing construction activities.

**Section 5.13 Contractors.** Contractors to perform work on a Public Infrastructure Project shall be selected by the Developer, subject to consultation with the City provided however, except as set forth herein or unless City agrees otherwise, the Developer shall obtain at least three competing bids. Notwithstanding the preceding sentence, contractors and consultants performing environmental remediation work and Design Professionals (because of their unique expertise) shall be selected by the Developer. The Parties affirm the City’s Minority/Women Disadvantaged Business goals of 20% and their intention to work to achieve such goals.

**Section 5.14 Indenture Provisions.** Upon issuance of the TIF Bonds, certain procedures for the City’s requisitioning of TIF Bond Proceeds may be set forth in an Indenture. The Developer shall provide all items and other information as may be reasonably required by the City to comply with such requisitioning procedures. Notwithstanding anything to the contrary contained herein, however, the City shall not be obligated to pay for a Public Infrastructure Project except as set forth herein. The City agrees to make available the Excess TIF Revenues and the TIF Bond Proceeds in the amounts as set forth herein. The City and the Developer make no warranty, express or implied, that the available TIF Bond Proceeds and Excess TIF Revenues will be sufficient to pay the Public Infrastructure Costs provided, however, that the Developer shall have no obligation to construct individual Public Infrastructure Projects if TIF Bond Proceeds and Excess TIF Revenues do not exist to reimburse the Developer for such individual Public Infrastructure Costs.

**Section 5.15 Notice of Project Commencement.** The Developer shall require its general contractors to file a Notice of Project Commencement in accordance with the provisions of South Carolina Code Section 29-5-23 prior to the commencement of any Public Infrastructure Project.

**Section 5.16 Right of Way Abandonments.** The Parties contemplate that parts or all of certain rights of way or portions thereof may be abandoned and/or relocated. To the extent permitted by applicable laws, the City shall abandon and/or convey to the Developer any rights of way or portions thereof that do not constitute part of the new streets or other public areas to be constructed by the Developer, and the City shall cooperate with and support the Developer in connection with the timing of any abandonments and obtaining approvals of any other governmental authorities that may be required. The City and the Developer shall work together
to provide temporary access to property owners affected by Public Infrastructure Projects, including the City making available other existing public roads.

ARTICLE VI - DISBURSEMENT REQUESTS

Section 6.1 Monthly Disbursements. The Developer and Developer’s contractor upon written directive by the Developer shall be entitled to receive from the City disbursements of TIF Bond Proceeds or direct disbursements of Excess TIF Revenues for reimbursement and/or direct payment of the Public Infrastructure Costs incurred by them which are eligible for reimbursement on a monthly basis provided the requirements and conditions for such disbursements set forth herein are met. No more frequently than once per month, the Developer may request disbursement of TIF Bond Proceeds (and/or Excess TIF Revenues) only for Public Infrastructure Costs that the Developer has actually incurred (or if to be paid directly to contractor, for work already performed) and for which disbursements have not been previously made. Public Infrastructure Costs that are eligible for reimbursement hereunder shall include any such costs incurred by Developer from and after the City Council’s establishment of the TIF District (October 8, 2019). Any Public Infrastructure Costs paid by the Developer prior to the availability of TIF Bond Proceeds and Excess TIF Revenues remain eligible for reimbursement hereunder as and when TIF Bond Proceeds and Excess TIF Revenues become available.

Section 6.2 Disbursement Requests. When the Developer (or as applicable, its contractors) seeks disbursements for Public Infrastructure Costs that it has incurred or that are to be paid directly, the Developer shall deliver to the City an application for payment on Standard AIA forms (i.e., G702 or G703) or such other form agreed to by the City, together with the information and documentation required pursuant to the applicable sections of ARTICLE VI hereof as applicable for such disbursement and, in all cases, the following documentation in form and content reasonably satisfactory to the City (collectively, a “Disbursement Request”):

6.2.1 Work Completed. Written notice from the Developer or its designee of the performance of the portions of the work that constitute Public Infrastructure Projects as set forth on the applicable Schedule of Values for which the Developer is seeking reimbursement of associated Public Infrastructure Costs;

6.2.2 Evidence of Costs Incurred. Evidence that the Developer has incurred the Public Infrastructure Costs for which reimbursement is being sought (or that the work has been performed if contractor is to be paid directly) and for which payment has not been previously made;

6.2.3 Lien Waivers. Duly executed waivers of mechanic’s and materialmen’s liens from the Developer’s general contractor (partial or final, as applicable); and a duly executed and acknowledged affidavit of the general contractor showing all subcontractors with whom the Developer’s contractor has entered into subcontracts, the amount of such subcontract, the amount requested for any subcontractor in the Disbursement Request, the amount to be paid to the contractor from such progress payment, statements that there are no claims of mechanic’s or materialmen’s liens submitted to the contractor at the date of such Disbursement Request and that all due and payable bills with respect to the work have been paid to date or shall be paid from the proceeds of such Disbursement Request;
6.2.4 **Indenture Requisition.** All other items and information required to be submitted for a requisition of funds as set forth in the Indenture (if such Indenture exists), which shall include a certification with respect to each Disbursement Request: (a) the amount to be paid; (b) the nature and purpose of the obligation for which such payment is requested; (c) the person, firm, or corporation to whom such obligation is owed or to whom a reimbursable advance has been made; (d) that such obligation has been properly incurred and is a proper payment under the Indenture and has not been the basis of any previous advance; (e) that the Developer has not received notice of any mechanic's, materialmen's or other liens or other obligations (other than those being contested in good faith) that should be satisfied or discharged before payment of such obligation is made; and (f) that such payment does not include any amount that is then entitled to be retained under any holdbacks or retainages provided for in any agreement; and

6.2.5 **Other Information.** Such other information, certificates, inspections, opinions and reports as may be reasonably requested by the City for the purposes of confirming that the TIF Bond Proceeds and/or Excess TIF Revenues are being used for the purpose intended.

At no time shall the Developer’s failure to submit a Disbursement Request for any given month constitute or be construed as a waiver by the Developer of its rights hereunder to be reimbursed for such Public Infrastructure Costs.

**Section 6.3 City Approval and Payment of Disbursement Request.** Within ten business days following the City’s receipt of a satisfactory Disbursement Request and provided that all of the applicable conditions precedent as set forth in Articles VI and VII herein (if applicable) have been met, the City shall issue its approval for such Disbursement Request and direct the disbursement of such amount set forth in the Disbursement Request within 3 business days. The City shall have no obligation to approve a Disbursement Request unless all of the applicable conditions set forth in Articles VI and VII have been satisfied; provided, however, the City may waive the Developer’s satisfaction of any condition from time to time in its sole discretion. Acceptance or approval by the City or any inspector designated by the City of a Disbursement Request or payment made in response to a Disbursement Request shall not constitute final acceptance or approval by the City of defective work.

**Section 6.4 Limited Liability of City.** The Developer agrees that any and all obligations of the City arising out of or related to this Agreement are special obligations of the City, and the City’s obligations to make any payments hereunder are restricted entirely to available TIF Bond Proceeds and Excess TIF Revenues (plus such additional TIF Revenues as provided under the Indenture) as provided pursuant to the terms of the Indenture, and from no other source. No member of the City Council, the Mayor, or any other past, present or future City employee, officer, attorney, agent or representative shall incur any liability hereunder to the Developer or any other party in their individual capacities by reason of their actions hereunder or execution hereof.

**Section 6.5 Audit.** The City or its designee shall have the right, during normal business hours in the Developer’s offices (or such other place designated by the Parties) and upon the giving of ten days prior written notice to the Developer, to review all books and records of the Developer pertaining to costs and expenses incurred by the Developer with respect to any
of the Public Infrastructure Projects and any bids taken or received for the construction thereof or materials therefor.

For purposes of Articles III, IV, V, VI, VII and VIII herein, references to the Developer shall include the Developer or Developer Affiliate.

**ARTICLE VII - CONDITIONS TO DISBURSEMENTS**

Section 7.1 **Conditions Precedent to Certain Initial Disbursements.** At least 15 business days prior to the first Disbursement Request for Public Infrastructure Costs for each Public Infrastructure Project, the Developer shall provide the City with the following with respect to each Public Infrastructure Project or portion thereof:

7.1.1 **Evidence of Title.** An affidavit in the form attached as Exhibit E by the Developer confirming that the Developer has title to or a valid easement over or other valid right to construct upon the land upon which such Public Infrastructure Project is to be constructed.

7.1.2 **Release of Mortgage or Other Lien.** To the extent that the property upon which the Public Infrastructure Project is constructed is to be conveyed to the City, if such property is encumbered by any mortgage or other lien, the Developer shall provide a release or written confirmation that such release will be granted or subordination provided from the holder of such mortgage or any other lien.

7.1.3 **Insurance Requirements.** A certificate of insurance for each Public Infrastructure Project naming the City as an additional insured and showing the following types of insurance and in the amounts set forth below, all of which must be from companies with an “A-” rating or better as rated by A.M. Best:

7.1.3.1 **Workers’ Compensation Insurance.** Workers Compensation Insurance, as prescribed by applicable law covering all employees of the Developer’s general contractor(s) and Employer’s Liability coverage of the Developer with limits as required by law.

7.1.3.2 **Commercial General Liability Insurance (Primary and Umbrella).** Commercial General Liability Insurance or equivalent with limits of not less than $10,000,000 per occurrence for bodily injury, personal injury, and property damage liability. The City is to be named as an additional insured or loss payee as applicable with respect to such coverage.

7.1.3.3 **Automobile Liability Insurance (Primary and Umbrella).** When any motor vehicle (owned, non-owned and/or hired) is used in connection with work to be performed in connection with a Public Infrastructure Project, the general contractor for such Public Infrastructure Project shall provide (or cause to be provided by its subcontractors) Automobile Liability Insurance with limits of not less than $1,000,000 per occurrence for bodily injury and property damage if such coverage is not maintained by the Developer. The City shall be named as an additional insured or loss payee as applicable with respect to such coverage.

7.1.3.4 **Builders Risk Insurance.** When the general contractor for a Public Infrastructure Project undertakes any vertical construction in connection with a Public
Infrastructure Project, including improvements, and/or repairs, it shall provide, or cause to be provided All Risk Builders Risk Insurance at replacement cost for materials, supplies, equipment, machinery, and fixtures (that are or will be part of the Public Infrastructure Project. The City shall be named as an additional insured or loss payee as applicable with respect to such coverage.

7.1.3.5 Contractor’s Pollution Liability. Contractor’s Pollution Liability shall be provided on claims made policy with limits of not less than $1,000,000 insuring bodily injury, property damage and environmental remediation, cleanup costs and disposal with respect to environmental conditions caused or exacerbated by Contractor or its subcontractors. The City shall be named as an additional insured or loss payee as applicable with respect to such coverage.

7.1.4 Survey. If the Public Infrastructure Project is to be constructed upon property to be conveyed to the City, a preliminary survey meeting the reasonable requirements of the City and sufficient for preparing a legal description for recording a mortgage of the land upon which such Public Infrastructure Project is to be located and which boundary survey will be the basis of the legal description for the real property to be conveyed and/or dedicated to the City.

7.1.5 Environmental. Evidence reasonably satisfactory to the City that any environmental contamination located within the property upon which such Public Infrastructure Project is to be located either is, or will be, remediated, contained, or otherwise addressed in a manner as required under state and federal laws and regulations to permit the use of such land for its intended purpose. Such satisfactory evidence shall include but not be limited to as-built drawings of engineering controls to address environmental conditions for such land that comply with control methods that have been approved by the South Carolina Department of Health and Environmental Control (“DHEC”). The City acknowledges the existence of hazardous materials on the land and agrees to accept the Public Infrastructure Projects and applicable land provided that any environmental contamination located within the property upon which such Public Infrastructure Project is to be located either is, or will be, remediated, contained, or otherwise addressed in a manner consistent with applicable state and federal environmental laws.

7.1.6 Compliance with Requirements; Permits. A certificate of the Developer’s Design Professional that the Public Infrastructure Project and the land on which it is located will comply in all material respects with all Applicable Requirements (except those which might be contractually imposed under the Development Agreement) and that all permits necessary for construction have been obtained for such portion of the Public Infrastructure Project or can be obtained in the ordinary course.

7.1.7 Construction Documents. Copies of the applicable Construction Documents, including approved Plans for the applicable Public Infrastructure Project, and a completion and draw schedule and a breakdown of direct and indirect costs of the work on which all payment requests by the Developer will be based. The Developer shall not modify or amend any of the Construction Documents in any material respect without the prior written consent of the City, which consent shall not be unreasonably withheld, provided that the Construction Documents shall be amended as reasonably required to comply with any approved changes to the Plans or otherwise as reasonably requested by the Developer with respect to change orders.
7.1.8 Collateral Assignment of Contracts. A collateral assignment to the City of the portion of Construction Documents applicable to the Public Infrastructure Project, all of which shall be reasonably acceptable to the City as to form and content, together with all necessary consents from the Design Professional and general contractor.

7.1.9 Payment and Performance Bonds. Payment and performance bonds as required under Section 5.10 hereof.

7.1.10 Notice of Project Commencement. Notice of Project Commencement with proof of filing as required under Section 5.15 hereof.

Section 7.2 Conditions Precedent to Subsequent Disbursements. All Disbursement Requests subsequent to the initial Disbursement Request for a Public Infrastructure Project shall be subject to the following conditions at the time of the Disbursement Request:

7.2.1 Prior Conditions. All other applicable conditions set forth in Section 6.2 shall have been met to the satisfaction of the City or waived in writing by the City.

7.2.2 Disbursement Request. The City and if applicable the Trustee shall have received a Disbursement Request conforming to the requirements set forth in Section 6.2 of this Agreement and the Indenture.

7.2.3 City Inspection. The City Project Manager shall have determined, in accordance with the provisions of this Agreement, that the portion of the work that is the subject of the Disbursement Request has been completed in accordance with the Plans, this Agreement and all other Applicable Requirements, such determination to be made within five business days (excluding Saturdays, Sundays, and legal federal holidays) of the date the City receives the Disbursement Request.

7.2.4 Certificate. The Developer shall furnish to the City the items required to be provided pursuant to Sections 7.1.1 and 7.1.2.

Section 7.3 Conditions for All Payments. Unless otherwise expressly agreed in writing by the City, the obligation of the City to make any payment to the Developer under this Agreement is subject to the satisfaction of the following conditions at the time of making such payment;

7.3.1 Representations True. All representations and warranties of the Developer under this Agreement and all other agreements delivered by the Developer in connection with this Agreement for the benefit of the City shall be true and correct in all material respects as of the date of the payment.

7.3.2 No Defaults. The Developer shall not have received notice that it is in default under any material terms of this Agreement or any of the Construction Documents, or any other related agreement with or for the benefit of the City not cured within the time provided herein or therein.
7.3.3 Compliance. The Developer shall have complied in all material respects with all agreements and satisfied in all material respects all conditions on its part to be performed or satisfied at or prior to the date of such payment.

7.3.4 No Damage. The work shall not have been materially injured or damaged by fire or other casualty, or if so damaged, provisions reasonably satisfactory to the City have been made to effect necessary restoration, repair or compensation to the City.

7.3.5 Certificate. If required by the City, the Developer shall furnish to the City a certificate dated as of the date of such request for payment and executed by an authorized Developer representative, confirming the satisfaction of any one or more conditions of the foregoing Sections 7.3.1 through 7.3.4.

Section 7.4 Surveys. Prior to the final disbursement on a particular Public Infrastructure Project, if land or infrastructure is to be conveyed to the City, then upon the request of the City, the Developer shall provide a current certified survey of as built conditions, showing all improvements, easements (existing and proposed, labeled accordingly), rights of way, utilities, means of ingress and egress, setback lines and encroachments, if any, that is acceptable to the City.

Section 7.5 Additional Terms or Agreements. The City and the Developer agree that they shall execute amendments to this Agreement or other documents as may be reasonably necessary to effectuate this Agreement.

ARTICLE VIII - CITY'S REVIEW AND INSPECTION RIGHTS; CONVEYANCE TO THE CITY

Section 8.1 City Project Manager. The City Project Manager shall monitor the Developer’s construction of the Public Infrastructure Projects in accordance with all Applicable Requirements. The City Project Manager shall coordinate with all City departments in a timely manner in order to ensure that he or she has the necessary environmental, engineering and other resources readily available to discharge the duties of this position. The City Project Manager shall respond as promptly as reasonably possible to requests for approval and permits from the Developer. Failure of the City Project Manager to act upon or respond to a Developer request (including, but not limited to, requests for additional information) accompanied with all required documentation within 30 calendar days shall be deemed approval by the City, and the Developer shall have the rights to proceed as provided in Section 6-29-1150 of the Code of Laws of South Carolina. Costs, as provided for herein, properly allocable to the City and/or the City Project Manager, shall be payable from TIF Bond Proceeds, provided that such work and fees by or on behalf of the City or the City Project Manager shall be properly documented by the City and provided that such fees and expenses shall not exceed $150,000 annually. The City shall notify the Developer of the name and address of the City Project Manager. All inspectors for the City shall, upon entry to the Public Infrastructure Project site, check in with the site superintendent or project manager. While on the site, all inspectors for the City shall comply at all times with all applicable safety guidelines required by applicable law and reasonable site safety rules imposed by the Developer’s contractor. The City shall reasonably require such inspectors to perform their duties in a timely manner.
Section 8.2 City Review Processes. Each Public Infrastructure Project shall be subject to the Applicable Requirements for review and permitting. As part of City’s regular plan review process, the Plans for each Public Infrastructure Project shall be reviewed by the City prior to commencement of construction, with the anticipation that such Public Infrastructure Project is to be built for public dedication and acceptance. The Developer shall submit its proposed Plans for a Public Infrastructure Project to the City Project Manager for review and approval. The City Project Manager shall be responsible for coordinating and compiling comments from any relevant City departments. Within 30 calendar days of such submittal, the City Project Manager shall provide any comments on the proposed Plans and be available to meet with the Design Professionals. Within 30 calendar days of re-submittal of any revised Plans, the City Project Manager shall respond with any further comments. In the event that the City Project Manager fails to substantively respond to the Developer within 30 calendar days of such submittal, the submitted Plans shall be deemed approved. Approval of Plans shall not be unreasonably withheld so long as the Plans conform to the Applicable Requirements and the other terms of this Agreement. Any proposed modifications to approved Plans shall be submitted to the City Project Manager and shall be subject to the process set forth above. In connection with its review, the City Project Manager shall, in addition to the inspecting Design Professional, monitor the construction for compliance with all Applicable Requirements. Provided, however, such review and monitoring shall not impose any liability on the City for compliance of any Public Infrastructure Project or any part thereof with any such requirements. Except as expressly set forth herein, nothing in this Agreement shall be deemed to modify, amend, alter, or waive any of the procedures and requirements as prescribed by the City for review, approval, dedication, and acceptance of the Public Infrastructure Projects. In the event of any dispute with regard to the Plans, Project Schedules, Schedule of Values, or acceptance of completed Public Infrastructure Projects, the City Project Manager and the Developer’s applicable Design Professionals shall meet and attempt to resolve such dispute. In the event that the dispute is not resolved within 30 calendar days, the City Project Manager and the Design Professionals shall select a third party qualified professional to resolve the issue. When a certain number of “business” days is specified it is understood that this does not include weekends and holidays observed by the City.

Section 8.3 Completion; Acceptance. When all or a portion of a Public Infrastructure Project is to be conveyed to the City, the Developer shall provide the City Project Manager with “as-built” drawings (as appropriate and customary for a particular project), applicable warranties, plats, deeds, bills of sale, and other documentation as may be necessary to cause such Public Infrastructure Project to be dedicated and/or conveyed to the City. After the City determines that a Public Infrastructure Project is in substantial compliance with all Applicable Requirements, the City Project Manager shall use reasonable efforts to place the item on the agenda at the earliest practical regularly scheduled meeting of City Council for action by City Council to accept conveyance and/or formal dedication of the applicable Public Infrastructure Project. Individual Public Infrastructure Projects and applicable land will be accepted by the City upon tender by the Developer provided that such Public Infrastructure Projects are completed in accordance with the terms hereof. The Developer acknowledges that it is required to complete all Public Infrastructure Projects only if required and funded under this Agreement and, with respect to any Public Infrastructure Project to be conveyed to City upon completion, to convey the same to the City or other appropriate public entities, free and clear of all liens and encumbrances subject to applicable deed restrictions in place with DHEC. In
compliance with the provisions of the Indenture, it is the intent of the Parties that such conveyances shall be made in such fashion and within such time as shall be necessary in order to maintain the exclusion from gross income for federal income tax purposes of interest on the TIF Bonds.

Section 8.4 Non-Compliance. If in the course of its review of a Public Infrastructure Project the City determines that the Developer has failed to construct a Public Infrastructure Project in accordance with all Applicable Requirements, the City shall provide specific, written notice of how the Public Infrastructure Project does not comply with the Applicable Requirements. In the event that the Developer fails to diligently pursue and complete the cure of such defects within 30 days after written notice from the City of such breach (as such date shall be extended if the Developer timely commenced such cure and is proceeding with due diligence to complete such cure), the City shall have, in addition to any other rights and remedies which may be available under this Agreement or at law or in equity, the right to draw on the TIF Bond Proceeds to cure such defects and reduce the amount of TIF Bond Proceeds to which the Developer is entitled under this Agreement by the amount necessary to cure such defects.

Section 8.5 Failure to Complete. If, after commencement of physical work on an individual Public Infrastructure Project, the Developer has been reimbursed for related Public Infrastructure Costs paid on work performed and, the Developer fails to complete such Public Infrastructure Project within the time period provided herein (excluding delays due to force majeure), the City may provide specific, written notice of such failure. In the event that the Developer fails to diligently pursue and complete that Public Infrastructure Project within 30 days after written notice from the City of such failure, as such date shall be extended if the Developer timely commenced such cure and is proceeding with due diligence to complete such cure, the City shall have, in addition to any other rights and remedies which may be available under this Agreement or at law or in equity, the right to draw on the TIF Bond Proceeds to complete the Public Infrastructure Project and reduce the amount of TIF Bond Proceeds to which the Developer is entitled under this Agreement by the amount necessary to complete such Public Infrastructure Project. For purposes of this Agreement, force majeure shall include but not be limited to delays due to strikes, lock-outs, war, pandemics, civil disturbance, natural disaster, acts of terrorism or acts of God, weather, or other similar events beyond the control of the Party which delay performance, including unexpected or unanticipated environmental subsurface, geotechnical or structural conditions (including historical artifacts) encountered during construction and/or delays due to DHEC or other governmental reviews and approvals with respect to environmental conditions within the TIF District.

ARTICLE IX - TERMINATION

Section 9.1 Events of Default. The following events shall constitute grounds for the City, at its option, to terminate this Agreement, without the consent of the Developer.

9.1.1 Bankruptcy. The Developer shall voluntarily file for reorganization or other relief under any federal or state bankruptcy or insolvency law, or the Developer shall have any involuntary bankruptcy or insolvency action filed against it which is not dismissed within 180 days, or shall suffer a trustee in bankruptcy or insolvency or receiver to take possession of its
assets, or shall suffer an attachment or levy of execution to be made against the property it owns which is not dismissed within 180 days.

9.1.2 Stop Work. The Developer shall for reasons other than force majeure or other reasonable causes (reasonable causes including insufficient TIF Bond Proceeds or Excess TIF Revenues to reimburse the Developer for Public Infrastructure Costs) abandon or substantially suspend construction of a Public Infrastructure Project for which a construction contract has been issued or the Developer abandons the development of the Laurel Island Property in its entirety and such abandonment or suspension is not cured or remedied within 180 days after written demand is made by the City unless the Developer is proceeding diligently to complete such cure.

9.1.3 Covenant Default. The Developer shall breach any material covenant or default in the performance of any material obligation under this Agreement, any of the Construction Documents, or any other agreement with or for the benefit of the City unless the Developer is proceeding diligently to cure such breach or default.

9.1.4 Misrepresentation. The Developer shall have made any material misrepresentation or omission in any written materials furnished in connection with the development of the Laurel Island Property or any offering document or bond purchase agreement used in connection with the sale of the TIF Bonds, or any representation or warranty contained in this Agreement shall have been or shall be untrue or incorrect in any material respect when made or when deemed made.

9.1.5 Invalidity. The Developer shall at any time challenge the validity of the Development Agreement between the Developer and City in effect at that time, any of the TIF Bonds, this Agreement, any of the documents related thereto, or the levy of any ad valorem property tax or the imposition of any Assessment or other charge on the Laurel Island Property subject to the right to contest the amount of any Assessment in accordance with the terms of the MID Ordinance and the Municipal Improvement Act, or any of the foregoing shall be deemed invalid, illegal or unenforceable and the Developer refuses to enter into such modifications or new agreements as required to establish the validity, legality, or enforceability thereof.

Section 9.2 Right to Terminate. If any such event of default occurs and is not cured within the applicable cure period, as extended by the Developer's diligent efforts to cure such default the City shall give written notice of its knowledge thereof to the Developer and the Developer agrees to meet and confer with the City or appropriate City staff as to options available to assure timely completion of any Public Infrastructure Project. Such options may include, but are not limited to, the termination of this Agreement by the City. If the City elects to terminate this Agreement, the City shall first notify the Developer (and any mortgagee or trust deed beneficiary specified in writing by the Developer to the City to receive such notice) of the grounds for such termination and allow the Developer a minimum of 90 days to eliminate or mitigate to the satisfaction of the City the grounds for such termination; provided that no cure period shall apply for any voluntary bankruptcy filing listed in Section 9.1.1; and provided that in the event of a default listed in Section 9.1.2 or Section 9.1.5, no additional cure period shall be provided beyond the applicable cure period. Such period shall be extended if the Developer is proceeding with diligence to eliminate or mitigate such grounds for termination. If at the end of
such period (and any extension thereof) the default has not been cured, the City may then terminate this Agreement. In the event of the termination of this Agreement, the Developer is entitled to reimbursement for work related to the Public Infrastructure Project undertaken prior to the termination date of this Agreement solely from the available TIF Bond Proceeds and Excess TIF Revenues according to the terms and conditions set forth in this Agreement.

Section 9.3 Cease Payments. Notwithstanding the foregoing, so long as any event listed in any of Section 9.1.1 through 9.1.5 above has occurred, notice of which has been given by the City to the Developer, and such event has not been cured or otherwise mitigated by the Developer or the Developer has not commenced and diligently pursued such cure, the City may in its discretion cease making payments for the Public Infrastructure Costs, provided that the Developer may receive payment of the Public Infrastructure Costs that have been incurred for work completed at the time of the occurrence of an event listed in Section 9.1 upon submission of a Disbursement Request and compliance with the Applicable Requirements. In the event a cessation of payment occurs pursuant to this Section, such payment shall resume upon cure or appropriate mitigation by the Developer.

Section 9.4 Additional Remedies. In addition to the rights set forth above, the City shall have the right upon any termination of this Agreement to redeem any of the TIF Bonds in accordance with the provisions of the TIF Bond Ordinance and the Indenture and shall have the right to (but shall not be required to) execute contracts for or perform any remaining work related to the Public Infrastructure Projects not otherwise completed and use all or any portion of the TIF Bond Proceeds for such purposes, and, except as otherwise provided herein, the Developer shall have no claim or right to any further payments for the Public Infrastructure Costs hereunder. In addition to any of the foregoing rights and remedies, the City may pursue all other rights and remedies available to it under this Agreement and otherwise available to it at law or in equity including the remedy of specific performance. Without limiting the generality of the foregoing, the City shall be entitled to take title, without additional compensation other than payment of any outstanding Public Infrastructure Costs to the extent of available remaining funds available hereunder, to all Public Infrastructure Projects previously funded under this Agreement, but the City shall not be required to do so until any such Public Infrastructure Project is completed to the City’s satisfaction in accordance with this Agreement.

Section 9.5 Waivers. To the extent permitted by law, the City may waive a specific breach or default by the Developer hereunder by delivering to the Developer notice of such specific waiver in writing signed by the Mayor or his assigns. Provided, however, no waiver of any default or breach by the Developer hereunder shall be implied from any delay or omission by the City to take action on account of such default, and no such express waiver shall affect any default other than the default specified in the waiver and it shall be operative only for the time and to the extent therein stated. No advance of TIF Bond Proceeds shall constitute a waiver of any of the provisions, conditions or obligations set forth herein, nor shall any advance of TIF Bond Proceeds constitute an affirmation by the City that all provisions, conditions and obligations of this Agreement have been met.

Section 9.6 Assignment of Contracts. Should the City terminate this Agreement as set forth herein, the City shall have the right, but not the obligation, to require the Developer to assign to the City each contract agreement for any of the Public Infrastructure Projects to be
completed under this Agreement, provided (1) such assignment will be effective only after termination of the Agreement and only for the contract agreements which the City accepts by notifying the Developer and applicable contractor in writing; and (2) such assignment is subject to the prior rights of a surety, if any, obligated under any surety bonds relating to this Agreement and/or any Public Infrastructure Project. The Developer shall have the right to assign this Agreement with the consent of the City, such consent not to be unreasonably withheld. In addition, the rights and interests of Developer under this Agreement may from time to time be assigned in whole or in part to any LID Party upon written notice to the City; it being understood that the consent of the City for any such assignment shall not be required.

**Section 9.7 The Developer’s Option to Terminate.** If, through no fault of the Developer, the City wrongfully rejects or fails to approve a Disbursement Request within the timeframe set forth in Section 6.3 of this Agreement, then the Developer may, upon the expiration of 30 days written notice to the City (hereinafter the “Cure Period”), terminate this Agreement if the City has not (i) approved the Disbursement Request or (ii) provided valid written explanation of the City’s rejection of the Disbursement Request within the Cure Period. In addition to its rights as provided herein, the Developer shall have such other remedies as are available at law or in equity as a result of any breach by the City of its obligations hereunder.

9.7.1 Late Payment Costs. If the Developer incurs additional costs following expiration of the Cure Period as a direct result of late payment of any Disbursement Request caused by the City’s failure to approve or wrongful rejection of same, the Developer shall be entitled to recover such additional costs as Public Infrastructure Costs in its next Disbursement Request, provided that if adequate funds are not available within the applicable Schedule of Values, then the City shall be liable for such additional cost. Notwithstanding the foregoing, the City shall not be liable to the Developer for any lost profits or consequential damages that may arise out of the late payment of any Disbursement Request unless due to wrongful rejection.

9.7.2 Delays to Critical Path Resulting from Late Payment. If the critical path of a Project Schedule is delayed as direct result of late payment of any Disbursement Request caused by the City’s failure to approve or wrongful rejection of same, the Developer shall be entitled to an extension of time in such Project Schedule commensurate to the delay in the critical path.

**ARTICLE X - GENERAL MATTERS**

**Section 10.1 Term.** This Agreement shall be effective as of the Effective Date and shall terminate upon the earlier to occur of (1) termination pursuant to Article IX, or (2) acceptance by the City of the final Public Infrastructure Project to be constructed by the Developer and receipt by the Developer of TIF Bond Proceeds and Excess TIF Revenues. If the Public Infrastructure Projects have not been completed, conveyed, dedicated and accepted in full by such date, the City may declare the Developer to be in default and pursue all available legal and equitable remedies against the Developer. Nothing in this Section 10.1 shall be construed as a limitation of any other right or remedy that the City may have elsewhere under this Agreement.
Section 10.2 City Council Legislative Discretion. Except as limited by any Development Agreement executed between the City and the Developer, the use by the City of its reasonable efforts shall in no way impair or limit the authority of the City Council to exercise its discretion in taking legislative action and shall in no way require City Council to take any legislative action. In satisfying their obligations under this Agreement, the City and the Developer shall act diligently and in a timely fashion.

Section 10.3 Notices. All notices, certificates, approvals, consents or other communications desired or required to be given hereunder shall be given in writing at the addresses set forth below, by any of the following means: (1) personal service; (2) electronic communications, whether by telex, facsimile, telegram or other telecopy, with proof of receipt by addressee; (3) overnight courier; or (4) registered or certified first class mail, postage prepaid, return receipt requested.

To whom notice is to be given:

If to the City: City of Charleston
116 Meeting Street
Charleston, SC 29401
ATTN: Chief Financial Officer

Department of Public Services
75 Calhoun Street
Charleston, South Carolina 29401
ATTN:

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

If to the Developer: LRA
c/o Lubert-Adler Partners, L.P.
171 17th Street, Suite 1575
Atlanta, GA 30363
Attn: Robert Morgan

11 Cunnington Avenue
Charleston, SC 29405
Attn: Robert L. Clement III

With a copy to: Gerald L. Pouncey, Esq.
Morris, Manning & Martin, LLP
1600 Atlanta Financial Center
3343 Peachtree Road, NE
Atlanta, Georgia 30326
Any Party may change the address for notices to such Party by written notice to the other Parties to this Agreement. Notice given by personal service shall be effective upon the date delivered, if personally delivered, or the date of attempted delivery, if refused. Notice given by mail shall be effective on the third business day after posting. Notice by overnight courier shall be effective on the next business day following delivery of such notice to such courier. Notice given by fax shall be effective on the date of completion of the fax transmission, so long as such notice is further sent by personal service, the U.S. Mail, or overnight courier, as aforesaid.

Section 10.4 Amendment. The City and the Developer may, by mutual consent, agree in writing to amend the terms and conditions set forth in this Agreement and/or any exhibit attached hereto; provided, however, that the Developer's successor and assigns shall have no right to amend this Agreement unless such right is expressly conveyed by the Developer to such successor or assign. No purported oral amendment to this Agreement shall be binding or enforceable.

Section 10.5 Entire Agreement. This Agreement and the related agreements executed by the Parties simultaneously herewith set forth all agreements, understandings, and covenants between the Developer and the City relative to the subject matter hereof.

Section 10.6 Waiver. Waiver by the City or the Developer with respect to any breach or default under this Agreement shall not be considered or treated as a waiver of the rights of the respective Party with respect to any other default or with respect to any particular default, except to the extent specifically waived by the City or the Developer.

Section 10.7 Remedies Cumulative. The remedies available to the Parties are cumulative and the exercise of any one or more of the remedies provided for herein shall not be construed as a waiver of any other remedies of such Party unless specifically so provided herein.

Section 10.8 Disclaimer. Nothing contained in this Agreement, nor any act of the City, shall be deemed or construed by any of the Parties, or by any third person, to create or imply any relationship of third-party beneficiary, principal or agent, limited or general partnership or joint venture, or to create or imply any association or relationship involving the City.

Section 10.9 Headings. The paragraph and section headings contained herein are for convenience only and are not intended to limit, vary, define or expand the content thereof.

Section 10.10 Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement.

Section 10.11 Severability. If any section, subsection, paragraph, sentence, clause or phrase of this Agreement or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Agreement, or any part thereof.

Section 10.12 Governing Law. This Agreement and all questions relating to its validity, interpretation, performance and enforcement shall be governed by and construed in accordance with the laws of the State of South Carolina, without regard to its conflicts of law principles.
Section 10.13 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns to whom the rights and obligations are specifically covered or assigned. Nothing herein shall prohibit the alienation, sale or any other transfer of all or any portion of the Laurel Island Property or any rights, interests or obligations therein, provided that no such alienation, sale or any other transfer of all or any portion of the Laurel Island Property or the rights therein shall operate to release the Developer from its obligations or liability hereunder as to that portion of the Laurel Island Property so transferred, without the prior written consent of the City which consent may be given or withheld in the City’s sole discretion in each instance, and provided such transferee agrees to comply with the terms of this Agreement.

Section 10.14 Force Majeure. Neither the City nor the Developer, nor any successor in interest to either of them shall be considered in breach of or in default of its obligations under this Agreement in the event of any delay caused by damage or destruction by fire or other casualty or act of terrorism, strike, pandemics, widespread shortages of construction materials, governmental (including DHEC) delays, unusually adverse weather conditions such as, by way of illustration and not limitation, hurricanes, flooding, tornadoses or cyclones, unexpected environmental conditions and other material adverse events or conditions beyond the reasonable control of the Party affected which in fact delay such Party in discharging its obligations hereunder.

Section 10.15 Order of Precedence. Should there be any conflict between the provisions of this Agreement and the Indenture, the order of precedence shall be the Indenture and then this Agreement.

Section 10.16 No Third Party Beneficiary. This Agreement is for the sole and exclusive benefit of the City, the Developer and Developer Affiliates and their successors and assigns. Except for the rights of a LID Party under Section 9.6, no other person or entity is an intended third party beneficiary or shall have the right to enforce any of the provisions of this Agreement.

Section 10.17 Recovery of Attorney Fees. In the event of litigation or other legal action relating to enforcement of rights under this Agreement, the substantially prevailing Party shall be entitled to recover all litigation expenses, including attorneys’ fees and court costs, from the non-prevailing Party.
IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first written above.

WITNESSES:

CITY OF CHARLESTON, SOUTH CAROLINA

By: ____________________________
    John Tecklenburg, Mayor
Attested to:

______________________________
    Jennifer Cook, Clerk of Council

[SIGNATURE PAGE CONTINUE ON FOLLOWING PAGE]
EXHIBIT A

MORRISON DRIVE REDEVELOPMENT PROJECT AREA

TIF ORDINANCE
AN ORDINANCE

ESTABLISHING THE MORRISON DRIVE REDEVELOPMENT PROJECT AREA; MAKING CERTAIN FINDINGS OF BLIGHT WITHIN THE REDEVELOPMENT PROJECT AREA; DESIGNATING AND DEFINING REDEVELOPMENT PROJECTS CONSISTING OF PUBLIC IMPROVEMENTS WITHIN THE REDEVELOPMENT PROJECT AREA; DESIGNATING APPROPRIATE REDEVELOPMENT PROJECT COSTS; APPROVING AN OVERALL REDEVELOPMENT PLAN; PROVIDING FOR NOTICE AND PUBLIC HEARING IN CONNECTION WITH THE FOREGOING; AND OTHER MATTERS RELATED THERETO. (AS AMENDED)

WHEREAS, Chapter 6 of Title 31 of the Code of Laws of South Carolina 1976, as amended (the "Tax Increment Financing Law") is intended, as described at Section 31-6-20(4) to promote and protect the health, safety, morals and welfare of the public by providing a mechanism to allow municipalities to respond to the challenges posed by blighted conditions within its boundaries to encourage private investment and restore the tax base in areas where blight is present; and

WHEREAS, Section 31-6-30 of the Tax Increment Financing Law describes the qualities present in an area which permit establishment of a Redevelopment Project Area; and

WHEREAS, the improved lands located in the area of Morrison Drive as hereinafter designated, are predominantly characterized by certain of those qualities set forth at Section 31-6-30(1)(a) of the Tax Increment Financing Law including obsolescence; deterioration; excessive vacancies; lack of necessary transportation infrastructure; and lack of storm drainage facilities; and

WHEREAS, the sound growth of vacant lands located in the area generally known as Morrison Drive is impaired by deterioration of structures or site improvements in neighboring areas adjacent to the vacant land; lack of necessary transportation infrastructure; presence of or potential environmental hazards; and lack of storm drainage facilities; and

WHEREAS, the City Council of the City of Charleston ("City Council") has acknowledged the need to redevelop this area in a manner that will create new economic development opportunities and improve the quality of life in neighborhoods located in and adjacent to the redevelopment project area hereinafter designated (the "Redevelopment Project Area"), and hereby determines that the revitalization of the Redevelopment Project Area through public investment in infrastructure improvements is necessary to reverse the existing conditions of blight and encourage private investment and is in the best interests of the public health, safety, morals, or welfare of the residents and citizens of the City of Charleston (the "City"); and
WHEREAS, pursuant to Section 31-6-80(A)(7)(a) of the Tax Increment Financing Law, City Council finds that the Redevelopment Project Area is a “Blighted Area” as described at Section 31-6-30 of the Tax Increment Financing Law because it contains the characteristics described above and that private initiatives are unlikely to alleviate these conditions without substantial public assistance; and

WHEREAS, City Council specifically finds that the Redevelopment Project Area contains vacant lands that impair sound growth due to deterioration of structures or site improvements in neighboring areas adjacent to the vacant land; lack of necessary transportation infrastructure; presence of or potential environmental hazards; and lack of storm drainage facilities; and

WHEREAS, pursuant to Section 31-6-80(A)(7)(b) of the Tax Increment Financing Law, City Council finds that property values in the Redevelopment Project Area would remain static or decline without public intervention; and

WHEREAS, in order to promote the health, safety, morals and welfare of the public, such blighted conditions need to be eradicated and redevelopment of the Redevelopment Project Area be undertaken; to remove and alleviate adverse conditions it is necessary to encourage private investment and to restore and enhance the tax base of the overlapping taxing entities, including the City, Charleston County, Charleston County School District, Charleston County Aviation Authority and Charleston County Parks and Recreation District in such areas by the redevelopment of the Redevelopment Project Area; and

WHEREAS, pursuant to Section 31-6-80(A)(7)(c) of the Tax Increment Financing Law, City Council finds the eradication of blight and the improvement of the Redevelopment Project Area by the redevelopment projects herein authorized is declared to be in the interest of the health, safety and general welfare of the citizens of the City; and

WHEREAS, as described at Section 31-6-20(5) of the Tax Increment Financing Law, the use of incremental tax revenues to be derived from the tax rates of the City, Charleston County, Charleston County School District, Charleston County Aviation Authority and Charleston County Parks and Recreation District in the Redevelopment Project Area for the payment of redevelopment project costs to be incurred by the City solely for public improvements is of benefit to the taxing districts inasmuch as such taxing districts would not derive the benefits of an increased assessment base without the benefits of tax increment financing and all such districts benefit from the removal of blighted conditions; and

WHEREAS, City Council is now minded to avail itself of the authorization contained in the Tax Increment Financing Law in order to accomplish redevelopment of the Redevelopment Project Area and adjoining areas which threaten to become blighted; and

WHEREAS, City Council is now minded to defray the cost of the redevelopment project herein authorized and/or fund the debt service of indebtedness to be incurred for such purposes from the added increment of tax revenue to result from such redevelopment as authorized in Subsection 10 of Section 14 of Article X of the Constitution of this State as implemented by the Tax Increment Financing Law; and

WHEREAS, the Morrison Drive Redevelopment Plan hereinafter described will afford maximum opportunity for the redevelopment of the Redevelopment Project Area by private enterprise in a manner consistent with the needs of the City; and

WHEREAS, action must be taken immediately to prevent further blight and deterioration in the Redevelopment Project Area; and
WHEREAS, all prerequisites having been accomplished, it is now appropriate and necessary in order to proceed further that (i) a redevelopment project area be designated and (ii) a redevelopment plan be approved.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CHARLESTON, SOUTH CAROLINA:

SECTION 1. City Council confirms all the findings of fact contained in the recitals of this Ordinance.

SECTION 2. City Council, based upon evidence presented to it and in the public record, does hereby expressly find that "blighted areas" as defined in Section 31-6-30 of the Code of Laws of South Carolina 1976, as amended, exist within the redevelopment project area designated below.

SECTION 3. For the purpose of this ordinance and any "redevelopment project" to be undertaken pursuant hereto, and as a result of discussions with Charleston County (the "County") and the Charleston County School District (the "School District") following the notice given pursuant to Section 13 below, the "redevelopment project area" shall be that area described as follows which shall be known as the "Morrison Drive Redevelopment Project Area." As further described at Section 8 below, the School District's participation with respect to the Redevelopment Project Area shall be limited to the six parcels shown at Exhibit B for a period which expires December 21, 2039.

The general boundaries of the Morrison Drive Redevelopment Project Area may be described as Laurel Island and several adjacent parcels in the vicinity of Morrison Drive located within the general boundaries of Laurel Island extending along the CSX rail right of way to North Romney Street, from North Romney Street to Romney Street, from Romney Street to Morrison Drive, along Morrison Drive to New Market Creek, along New Market Creek to the CSX rail right of way, along the CSX rail right of way to Johnson Street, from Johnson Street to Morrison drive, and bounded on the east side by Town Creek/Cooper River.

SECTION 4. Pursuant to Section 31-6-80(A)(1) of the Tax Increment Financing Law, City Council does hereby expressly approve the Morrison Drive Redevelopment Plan attached hereto and incorporated herein as Exhibit A, which plan contains a statement of the objectives of the City with regard to the plan.

SECTION 5. Pursuant to Section 31-6-80(A)(2) of the Tax Increment Financing Law, City Council finds that tax increment financing is needed to help reverse the existing conditions of abandoned and blighted property in the Morrison Drive Redevelopment Project Area through the funding sources described herein which will be used for the redevelopment projects consisting of public improvements as more particularly described in the Morrison Drive Redevelopment Plan attached hereto as Exhibit A.

SECTION 6. Pursuant to Section 31-6-80(A)(3) of the Tax Increment Financing Law, City Council does hereby approve the cost estimates of the redevelopment plan and redevelopment projects and the projected sources of revenue to be used to meet the cost including estimates of tax increments and estimates of the total amount of indebtedness to be incurred all as set forth in the Morrison Drive Redevelopment Plan attached hereto as Exhibit A.

SECTION 7. Pursuant to Section 31-6-80(A)(4) of the Tax Increment Financing Law, City Council does hereby approve the list of all real property in the Redevelopment Project Area to be included in the Morrison Drive Redevelopment Plan generally described in Section 3 above and more fully set forth as Exhibit B attached hereto and incorporated herein, which Exhibit includes for illustration purposes only a map of the area affected.

SECTION 8. Pursuant to Section 31-6-80(A)(5) of the Tax Increment Financing Law, City Council hereby determines the duration of the Morrison Drive Redevelopment Plan to be 30 years. As a result of further discussions with the School District following the notice given pursuant to Section 13 below and consistent with
the Resolution of the Board of Trustees of the School District adopted October 3, 2019, City Council further determines, pursuant to Section 31-6-85 of the Tax Increment Financing Law to enter into an intergovernmental agreement with the School District to establish (i) that the period of participation by the School District in the Morrison Drive Redevelopment Plan shall terminate on December 21, 2039 and (2) that such participation shall relate only to TMS parcels, 4590200013, 4640000002, 4640000006, 4640000007, 4640000023 and 4640000038. As provided at Section 31-6-85 of the Tax Increment Financing Law, such intergovernmental agreement "shall become effective...upon its approval by resolution adopted by ordinance adopted by the municipality and by...resolution" adopted by the School District. Adoption of this Ordinance constitutes such approval and enactment by the City.

SECTION 9. Pursuant to Section 31-6-80(A)(6) of the Tax Increment Financing Law, City Council hereby specifically finds and determines that, inasmuch as the taxing districts in which this Redevelopment Project Area is located will continue to receive tax revenues resulting from the parcels in the Redevelopment Project Area as currently assessed, there will be no adverse impact caused by the tax increment financing plan upon the revenues of Charleston County, Charleston County School District, Charleston County Aviation Authority, Charleston County Parks and Recreation District and the City and all other taxing districts which have taxable property included in the Redevelopment Project Area and that the long term impact will be beneficial following the inducement by the City of substantial private investment.

SECTION 10. Pursuant to Section 31-6-80(A)(7) of the Tax Increment Financing Law, City Council specifically finds that (i) the redevelopment project area above defined is a "blighted area" and that private initiatives are unlikely to alleviate the blighted conditions without substantial public assistance, (ii) property values in the area would remain static or decline without public intervention, and (iii) redevelopment is in the interest of the health, safety and general welfare of the citizens of the City.

SECTION 11. Pursuant to Section 31-6-90(1)(a) of the Tax Increment Financing Law, there will be no displacement of persons by the redevelopment projects set forth in the Morrison Drive Redevelopment Plan.

SECTION 12. Pursuant to Section 31-6-80 of the Tax Increment Financing Law, prior to giving final reading to the Morrison Drive Redevelopment Plan and this ordinance, the City shall conduct a public hearing thereon after publishing notice thereof in The Post and Courier in form substantially as set forth at Exhibit C. Such public hearing and final readings will be held at a regularly scheduled meeting of the City Council. Such notice shall be published in at least one of the two publications above not less than 15 nor more than 30 days prior to the date fixed for the hearing.

SECTION 13. Further pursuant to Section 31-6-80 of the Tax Increment Financing Law, not less than 45 days prior to the date set for the public hearing, notice shall be given by copy of this ordinance and its exhibits to representatives of Charleston County, Charleston County School District, Charleston County Aviation Authority, Charleston County Parks and Recreation District and all other taxing districts which have taxable property included in the Redevelopment Project Area.
DONE IN MEETING DULY ASSEMBLED on October 8, 2019.

CITY OF CHARLESTON, SOUTH CAROLINA

By: [Signature]

Attest: [Signature]

First Reading: August 20, 2019
Second Reading and Public Hearing Conducted: October 8, 2019
MORRISON DRIVE REDEVELOPMENT PLAN
SETTING FORTH INFORMATION REQUIRED BY
SECTION 31-6-80 OF THE TAX INCREMENT FINANCING LAW

One major challenge facing all growing cities today, including the City of Charleston (the "City"), is the reuse and adaptation of formerly industrial districts and properties. As American cities have changed in the past 20 years, greater demand has been placed on rebuilding our existing city centers and repurposing abandoned and underused properties to higher purposes. A prime example of one such area is the Morrison Drive corridor.

The Morrison Drive Redevelopment Plan, set forth herein (the "Redevelopment Plan") and established pursuant to the State's Tax Increment Financing Law (the "Tax Increment Financing Law"), is a robust revitalization plan keenly focused on the Morrison Drive area (the "Redevelopment Project Area"), a formerly industrial district in the upper peninsula of the City. It is comprised of 19 parcels and approximately 253 acres on the upper peninsula and Morrison Drive and includes the property generally known as Laurel Island and other nearby properties. The Redevelopment Plan promotes a new vision for the area and establishes a revitalization framework for creating improvements to the transportation network; new public spaces, recreational facilities and parks; streetscaping improvements; mobility options, improved transportation infrastructure and drainage and mixed-use developments including commercial, office and residential. Funding public investments within the Redevelopment Project Area through tax increment financing will enable the City to make the necessary infrastructure and public realm improvements that will, in turn, catalyze private reinvestment in the area. Certain capitalized terms used herein and not otherwise defined shall have the meaning ascribed thereto in the Tax Increment Financing Law.

BACKGROUND INFORMATION & DESCRIPTION OF MORRISON DRIVE REDEVELOPMENT PROJECT AREA

The areas in and affected by the Redevelopment Project Area have historically been home to marshes and industrial uses, experienced tremendous changes during the 20th century largely due to increased demand for transportation infrastructure and shipping industry needs. The Redevelopment Project Area is comprised of the real property identified on Exhibit B to the Ordinance adopted October 8, 2019 establishing the Redevelopment Project Area, which Exhibit B includes for illustration purposes only a map of the area affected. The Redevelopment Project Area Land uses in the project area include parking, recycling and waste facilities, commercial uses and vacant lands.

Based on historical research provided by the City's Department of Planning, Preservation and Sustainability, the areas within the Redevelopment Project Area known as Laurel Island have previously been used for both heavy industrial and landfill uses. Used in 1820 for powder magazines, the area was by 1920 converted to an oil terminal and docks. It became a dredge spoil site by 1940 and was in use as a landfill site from 1973 until discontinued in 1989. It was subsequently closed for such use by 1995.

Today, historic neighborhoods along with modern industrial, office and residential uses occupy the adjacent areas, but some portions of the Redevelopment Project Area continue to lag in investment and development.

In order to implement the Redevelopment Plan and inspire private investment within the Redevelopment Project Area, significant public investment must be made in the form of infrastructure and public realm improvements. A multitude of examples across the nation have demonstrated that public investment in strategic
projects can successfully result in the revitalization of distressed areas, additional jobs, an improved quality of life, the creation of new vibrant places to live, work and play and increased tax revenues.

The City sees incredible revitalization opportunities within the Redevelopment Project Area and has established a strong vision for the future. The City would like to further enhance that future by making critical public realm improvements identified in this Redevelopment Plan as a means to bolster private investment in the area. Successful implementation of the Morrison Drive Redevelopment Plan is dependent upon the City’s ability to secure adequate funding through Tax Increment Financing.

CONDITIONS OF BLIGHT WITHIN THE REDEVELOPMENT PROJECT AREA

Within the Redevelopment Project Area certain conditions of blight currently exist. Examples include deterioration of structures and site improvements, obsolete land uses and structures, excessive vacancies, lack of necessary transportation infrastructure, and lack of storm drain facilities. In its current state the Redevelopment Project Area will not attract the investment anticipated to occur if the Redevelopment Plan is not implemented. The following specific conditions of blight threaten within the Project Area.

DETERIORATION OF STRUCTURES AND SITE IMPROVEMENTS
A significant characteristic of this area is the presence of deficient and deteriorating structures and deficient and deteriorating site improvements. Deficient structures exhibit the characteristics of no longer meeting building codes, zoning codes, or flood regulations. Deteriorated site improvements exhibit damaged parking areas, driveways, site lighting or landscaping, or site elements not meeting City standards; deteriorated site improvements exhibit the aforementioned site elements that are missing or in need of complete replacement. There are also detrimental patterns of land configuration that will not allow for reasonable reconstruction or rehabilitation.

OBsolete LAND USES AND STRUCTURES
Many of the properties within the Redevelopment Project Area are aging and obsolete and in need of substantial investment. Vacant, underutilized land uses were created to serve an active commercial freight waterfront that no longer is functional and have failed to keep pace with market changes and development trends that favor mixed-use, walkable urban environments. Significant lands within the Redevelopment Project Area were created as a municipal waste yard, which is no longer a viable use of the area; these outdated properties fail to meet architectural and site design standards now required by the City.

EXCESSIVE VACANCIES
With commercial freight waterfront activities having been relocated, vacancies presently exist throughout the Redevelopment Project Area that contribute to the lack of investment. Vacant lands, underutilized warehouse structures, municipal waste facilities and expansive desolate parking lots are present throughout the Redevelopment Project Area.

LACK OF NECESSARY TRANSPORTATION INFRASTRUCTURE
Existing transportation infrastructure is obsolete and limited or absent in significant portions of the Redevelopment Project Area. Many existing roadways lack sidewalks, curbs, landscaping, street lighting, signage, pavement markings and other elements needed to support all modes of travel. Sidewalks, bicycle routes and public transportation is limited or absent from area streets and intersections. Additionally, waterways and existing freight rail corridors create insufficient access to parcels and severely impair travel within the Redevelopment Project Area.

LACK OF STORM DRAINAGE FACILITIES
The existing infrastructure within the Redevelopment Project Area cannot adequately accommodate significant storm events and properties within the vicinity of the area are subject to flooding. Existing drainage infrastructure is insufficient, antiquated, and fails to meet water quantity needs and modern water quality standards. Existing
drainage infrastructure is insufficient to convey stormwater runoff from disused industrial parcels, a characteristic of which is predominantly impervious surfaces. Public investment to alleviate blight conditions will serve as a catalyst for renewed private interest and investment.

REDEVELOPMENT PLAN PRINCIPLES

The following principles serve as a guide for innovative redevelopment and investment within the Redevelopment Project Area. These principles should also serve as guidance for public infrastructure improvements to be made within the Redevelopment Project Area.

REDEVELOP UNDERUTILIZED FORMER INDUSTRIAL PROPERTIES INTO MIXED USE DESTINATIONS WITH RETAIL, WORKPLACES AND RESIDENCES

Within the Redevelopment Project Area there are numerous underutilized properties. These properties have the potential to redevelop into economically diverse mixed-use centers of higher value with retail, residential, office, and civic places. Redevelopment could occur over time in phases or happen all at once. Complete redevelopment would include higher density mixed-use development which would help absorb demand for growth in the Charleston region and position the Morrison Drive area to become a more diverse economic center.

IMPROVE THE STREET NETWORK BY CREATING OPPORTUNITIES FOR CONNECTIVITY

New street connections within the Redevelopment Project Area should be created to link redevelopment sites to existing neighborhoods, schools, park spaces, retail and services as well as to provide alternate routes for travel. As existing sites redevelop, new streets within those developments should also be built to create a street network and new developable blocks. All new streets, highways, bridges and any other road infrastructure should incorporate the necessary elements to provide for a variety of mobility options.

IMPROVE THE APPEARANCE AND FUNCTION OF EXISTING STREETS

Investments in streetscaping, walkability and other improvements to transportation infrastructure are key to helping elevate former industrial areas to current standards. Existing neighborhood and commercial streets within the Redevelopment Project Area such as Morrison Drive, Cool Blow Street, Brigade Street, Romney Street and Johnson Street lack landscaping, lighting, transit shelters and safe infrastructure for pedestrians and cyclists. Through unique design treatments, there is opportunity to beautify these and other area streets and highways with enhanced streetscaping to include sidewalks, street trees, landscaped medians, appropriately scaled street lighting, mast arm signals and curb and gutter.

IMPROVE LAND CONDITIONS TO FACILITATE REDEVELOPMENT

In order to safely build upon lands within the Redevelopment Project Area, special preparation of the surface and subsurface may be required. Special techniques may be employed to facilitate construction upon municipal landfill sites, areas of compromised soil quality, or to mitigate for environmental contaminants or other conditions which may result from former industrial uses of land.

PROVIDE HOUSING OPPORTUNITIES

New housing within mixed use developments will provide the density needed support new retail and office uses and will provide opportunities to meet the broader housing needs, including affordable and workforce housing.

CREATION OF NEW PUBLIC OPEN SPACES, PARKS AND RECREATION FACILITIES

New public open spaces such as parks, squares, town greens large enough for community events, trails and pathways could be incorporated in the mixed-use redevelopment of some of the underutilized commercial, industrial and municipal waste sites within the Redevelopment Project Area. These public amenities will benefit
the redevelopment area by providing waterfront access, community enhancement, open green space and recreational opportunities. Funding derived in part from sources permitted under the Tax Increment Financing Law, including the proceeds of obligations as well as the direct payment of Redevelopment Project costs from the Special Tax Allocation Fund, may be necessary for design, property acquisition and construction.

**IMPROVE STORMWATER MANAGEMENT AND FLOOD ABATEMENT INFRASTRUCTURE**
Stormwater drainage, tidal flooding and storm flooding issues exist in several locations within the Redevelopment Project Area. An active approach to addressing this issue, including coordination with other governing entities, will be a significant component of the Redevelopment Plan. Creative and innovative stormwater drainage solutions for water quantity and water quality will be integrated into the Redevelopment Project Area. An improved system of piped infrastructure, new and/or increased retention areas, improved outfalls, low impact development techniques and inventive water quality methods will be employed. Flood abatement structures and techniques will be used in areas of known flooding.

**PROVIDE ADEQUATE PARKING FOR REDEVELOPMENT**
In order for redevelopment to occur within the Redevelopment Project Area, increases in parking capacity will need to be provided and parking structures will be needed. Parking structures hidden within new redevelopment projects can be added to support mixed-use development at higher densities and can be wrapped with retail, office or residential uses.

**SPECIFIC PUBLIC INVESTMENTS**
To help improve the overall conditions and redevelop the Redevelopment Project Area, the City will need to make the following public investments to help facilitate the transformation of obsolete land uses and aging corridors into vibrant redevelopment opportunities. These public investments will serve all citizens of all jurisdictions.

**IMPROVEMENTS TO THE STREET NETWORK, INCLUDING IMPROVEMENTS TO EXISTING STREETS, CONSTRUCTION OF BRIDGES, AND THE CREATION OF NEW CONNECTING STREETS**
The construction of new streets and associated improvements will provide new opportunities for connectivity that will enhance the long-term advancement of the overall Redevelopment Project Area. Street/highway connections will be provided to link neighborhoods to commercial and business areas. New streets will also be constructed as part of site specific redevelopment projects. All streets/highways will incorporate streetscapes and opportunities for mobility options. Where necessary, new bridges will be added to the street network to cross waterways, rail corridors or other features. The specific roadways that act as major access points for the redevelopment area will be the focus of the investment for new bridges, with a particular emphasis on providing for safe interfaces among vehicular traffic, transit routes, bicycle paths and pedestrian walkways. Where necessary, new or enhanced traffic control and signalization will be added to the street network in the Redevelopment Project Area. Funding derived in part from sources permitted under the Tax Increment Financing Law, including the proceeds of obligations as well as the direct payment of Redevelopment Project costs from the Special Tax Allocation Fund, may be necessary for right-of-way studies, design, right-of-way acquisition and construction.

**IMPROVEMENTS TO STREETSCAPING INCLUDING INSTALLATION OF STREET LIGHTING, STREET TREES, AND UTILITY IMPROVEMENTS**
In association with corridor enhancements and new street construction within the Redevelopment Project Area, new investments will be made in streetscaping amenities that enhance the public realm. These improvements will include pedestrian scaled street lighting, street trees, landscaped medians, and possibly relocating and burying overhead utility lines. Funding derived in part from sources permitted under the Tax Increment Financing Law, including the proceeds of obligations as well as the direct payment of Redevelopment Project costs from the Special Tax Allocation Fund, may be necessary for design, construction and installation.
IMPROVEMENTS TO THE TRANSPORTATION INFRASTRUCTURE INCLUDING THE CONSTRUCTION OF PEDESTRIAN, BICYCLE, AND TRANSIT FACILITIES

The Redevelopment Project Area provides opportunities to link key corridors, public spaces and community destinations. Pedestrian improvements may include new sidewalks, reconstructed sidewalks, walkways, protected crossings. Bicycle facilities may include an enhanced network of bicycle routes, on-street bike lanes, bike paths, shared multi-use paths and crossings. Public transit enhancements may include new sheltered transit stops with trash receptacles and benches, transit pull-off locations, and park-and-ride facilities. Funding derived in part from sources permitted under the Tax Increment Financing Law, including the proceeds of obligations as well as the direct payment of Redevelopment Project costs from the Special Tax Allocation Fund, may be necessary for right-of-way evaluation, design, construction and installation.

CONSTRUCTION OF PARKS, PUBLIC SPACES, TRAILS AND RECREATION FACILITIES

New public open spaces such as parks, squares, town greens large enough for community events, trails and pathways could be incorporated in the mixed-use redevelopment of some of the underutilized commercial centers within the Redevelopment Project Area. These public amenities will benefit the redevelopment area by providing community enhancement, open green space and recreational opportunities. Funding derived in part from sources permitted under the Tax Increment Financing Law, including the proceeds of obligations as well as the direct payment of Redevelopment Project costs from the Special Tax Allocation Fund, may be necessary for design, property acquisition and construction.

IMPROVING LAND CONDITIONS TO FACILITATE REDEVELOPMENT

In order to safely build upon lands within the Redevelopment Project Area, special preparation of the surface and subsurface may be required. Special techniques may be employed to facilitate construction upon municipal landfill sites, areas of compromised soil quality, or to mitigate for environmental contaminate other conditions which may result from former industrial uses of land. Funding derived in part from sources permitted under the Tax Increment Financing Law, including the proceeds of obligations as well as the direct payment of Redevelopment Project costs from the Special Tax Allocation Fund, may be necessary for design, property acquisition and construction.

PROVIDING FOR OR CONSTRUCTION OF AFFORDABLE AND WORKFORCE HOUSING

Throughout the Charleston area, there is a need for diversity in housing opportunities, including affordable and workforce housing. Within the Redevelopment Project Area, housing investments may include providing or supporting publicly owned affordable and workforce housing, or providing infrastructure projects to support privately owned affordable and workforce housing per Chapter 6 of Title 31 of the Code of Laws of South Carolina 1976, as amended, which presently provides as follows:

A redevelopment project for purposes of this chapter also includes affordable housing projects where all or a part of new property tax revenues generated in the tax increment financing district are used to provide or support publicly owned affordable housing in the district or is used to provide infrastructure projects to support privately owned affordable housing in the district. The term “affordable housing” as used herein means residential housing for rent or sale that is appropriately priced for rent or sale to a person or family whose income does not exceed eighty percent of the median income for the local area, with adjustments for household size, according to the latest figures available from the United States Department of Housing and Urban Development (HUD).

Funding derived in part from sources permitted under the Tax Increment Financing Law, including the proceeds of obligations as well as the direct payment of Redevelopment Project costs from the Special Tax Allocation Fund, may be necessary for property acquisition, project design and construction.
IMPROVEMENTS TO STORMWATER AND FLOOD MANAGEMENT INFRASTRUCTURE

Improvements to the stormwater drainage system within and adjacent to the Redevelopment Project Area are needed to address drainage and flooding issues. Additionally, improvements and new structures or techniques will be needed to mitigate the effects of tidal and storm flooding. In addition to more traditional stormwater management practices, the redevelopment will advance forward-thinking technologies that demonstrate more sustainable approaches to collecting, transporting and filtering stormwater runoff. Funding derived in part from sources permitted under the Tax Increment Financing Law, including the proceeds of obligations as well as the direct payment of Redevelopment Project costs from the Special Tax Allocation Fund, may be necessary for drainage studies, design, land and/or easement acquisition and construction.

CONSTRUCTION OF PARKING STRUCTURES

Within the Redevelopment Project Area there will be need for parking facilities, including structured parking garages, to support future redevelopment projects – particularly active mixed use centers. Investments in this category may include public parking improvements, new parking facilities, and other strategies for meeting needs for additional parking capacity and transit connections. Funding derived in part from sources permitted under the Tax Increment Financing Law, including the proceeds of obligations as well as the direct payment of Redevelopment Project costs from the Special Tax Allocation Fund, may be necessary for design, land acquisition and construction.

CONSTRUCTION OF CIVIC BUILDINGS AND PUBLIC SAFETY FACILITIES

The Redevelopment Project Area currently lacks centrally located public facilities. Within the Redevelopment Project Area there is a demonstrated need for civic buildings, and public safety facilities. Investments in this category may include facilities such as fire stations, police stations, stormwater structures and other buildings with public safety functions. Funding derived in part from sources permitted under the Tax Increment Financing Law, including the proceeds of obligations as well as the direct payment of Redevelopment Project costs from the Special Tax Allocation Fund, may be necessary for design, property acquisition and construction.

DURATION OF PLAN

From the date of the adoption of the Ordinance approving this plan, the duration of the Morrison Drive Redevelopment Plan is 30 years.

PROJECT COSTS AND FUNDING SOURCES

Redevelopment project costs are estimated to be approximately $400,000,000. These costs would be funded from a variety of sources, including but not limited to economic development grants; local, state and federal transportation funds and other appropriations; incremental tax revenues; as well as from the proceeds of borrowings by the City including several series of tax increment bonds, the first of which may be issued at a date no later than ten years from the date of establishment of the Redevelopment Project Area. The total amount of tax increment indebtedness that will be incurred to implement this plan is dependent upon such variables as interest rates, millage rates, and the pace of private sector investment. It is anticipated that such indebtedness will be in a principal amount of approximately $215,000,000.

The most recent equalized assessed valuation of all property within the Redevelopment Project Area is approximately $876,440 [TO BE VERIFIED]. The equalized assessed valuation of the Redevelopment Project Area after the initial ten years of redevelopment is estimated to be approximately $55,000,000. The equalized assessed valuation of the Redevelopment Project Area after all phases of redevelopment are completed is estimated to be approximately $120,000,000.

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CONCLUSION

The Tax Increment Financing District is one of several available mechanisms for enabling the City to make necessary infrastructure and public realm investments that will serve all citizens regardless of jurisdiction, substantially improve the physical image of this area of the City and catalyze private investment in the Morrison Drive Redevelopment Project Area. Establishment of the Morrison Drive Redevelopment Project Area also provides opportunity for the City and Charleston County to continue their partnership in the redevelopment of Laurel Island and Morrison Drive area. A successful redevelopment of key underutilized commercial centers within the Redevelopment Project Area, introducing human scale and a creative mix of uses with residential, retail, work place and civic space components, will generate revitalized and innovative redevelopment solutions for the former industrial areas of the Morrison Drive Redevelopment Project Area.
### TAX PARCELS IN THE MORRISON DRIVE REDEVELOPMENT PROJECT AREA TO BE INCLUDED IN THE MORRISON DRIVE REDEVELOPMENT PLAN

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NOTICE OF PUBLIC HEARING

Notice is hereby given that on Tuesday, October 8, 2019, at 5:00 p.m. in the City Council Chambers at 80 Broad Street, Charleston, South Carolina, the City Council of the City of Charleston will conduct a public hearing on the approval of the Tax Increment Financing Plan for the Redevelopment of the Morrison Drive Redevelopment Project Area under the provisions of Chapter 6 of Title 31 of the Code of Laws of South Carolina 1976, as amended.

The proposed Morrison Drive Redevelopment Project Area shall be that area more particularly described as follows:

The general boundaries of the Morrison Drive Redevelopment Project Area may be described as Laurel Island and several adjacent parcels in the vicinity of Morrison Drive located within the general boundaries of Laurel Island extending along the CSX rail right of way to North Romney Street, from North Romney Street to Romney Street, from Romney Street to Morrison Drive, along Morrison Drive to New Market Creek, along New Market Creek to the CSX rail right of way, along the CSX rail right of way to Johnson Street, from Johnson Street to Morrison drive, and bounded on the east side by Town Creek/Cooper River.

The Morrison Drive Redevelopment Plan is intended to reverse conditions of blight existing within the Morrison Drive Redevelopment Project Area by guiding redevelopment in a manner that will improve the quality of life in the Morrison Drive neighborhoods through investment in public drainage infrastructure improvements. Such drainage improvements will also bring long-term benefits to all the local governments within the Redevelopment Project Area.

It is anticipated that the investment of public money to provide these facilities will make the area attractive for private investment and it is further anticipated that as a result of the public investment in the redevelopment area, blight, deterioration and other problems will be ameliorated. Underutilized and vacant buildings and properties will be rehabilitated and new buildings will be built.

The maximum estimated term of obligations to be issued under the redevelopment plan shall not exceed the duration of the Redevelopment Plan of 30 years. All interested persons will be given an opportunity to be heard at the public hearing.

/s/ Vanessa Turner-Maybank
Clerk, Charleston City Council
STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

I, the undersigned, Clerk of City Council of Charleston, South Carolina, DO HEREBY CERTIFY:

That the foregoing is a true, correct and verbatim copy of an Ordinance unanimously adopted by the said City Council, having been read at two duly called and regularly held meetings at which a quorum attended and remained throughout on each of August 20 and October 8, 2019.

That the said Ordinance is now in full force and effect and has not been modified, amended, repealed or rescinded.

IN WITNESS WHEREOF, I have hereunto set my Hand this 24th day of October, 2019.

[Signature]
Clerk of City Council of the City of Charleston, South Carolina

CERTIFIED TO BE A TRUE COPY
OF AN ORDINANCE RATIFIED

[Signature]
Vanessa T. Maybank, Clerk of Council
EXHIBIT B
PUBLIC INFRASTRUCTURE PROJECTS

1. Construction of bridges, boulevards, traffic circles, surrounding streets and internal streets located within and near the TIF District and engineering and design costs associated therewith.

2. Construction of parks, trails, recreational facilities and other public spaces (including pedestrian, bicycle and transit lanes and facilities) with the Improvement District and engineering and design costs associated therewith.

3. Construction and relocation of utilities, including but not limited to storm water and sewer management, including force mains and engineering and design costs associated therewith.

4. Acquisition of land for civic and public uses.

5. Demolition related to construction of bridges, roads, parks, buildings and other structures.

6. Other public improvements, including but not limited to environmental cleanup, parking decks, relocation of communication towers, community centers, etc. and engineering and design costs associated therewith.

7. Acquisition of land for and construction of Affordable Housing as defined in S. C. Code § 31-6-30(6) which may be publically or privately owned and engineering and design costs associated therewith.

8. Due to the existing geotechnical and environmental conditions of the property because of its prior use a solid waste landfill, the construction and installation of piles, piers and other foundation systems to support construction above the solid waste material and engineering and design costs associated therewith.

9. Construction management fees for major public infrastructure, including but not limited to bridges, parks and historic sites

10. Any other “redevelopment project” as defined by South Carolina’s Tax Increment Financing Law, Chapter 6 of Title 31 of the Code of Laws of South Carolina.
EXHIBIT C
REDEVELOPMENT PLAN
MORRISON DRIVE REDEVELOPMENT PLAN
SETTING FORTH INFORMATION REQUIRED BY
SECTION 31-6-80 OF THE TAX INCREMENT FINANCING LAW

One major challenge facing all growing cities today, including the City of Charleston (the “City”), is the reuse and adaptation of formerly industrial districts and properties. As American cities have changed in the past 20 years, greater demand has been placed on rebuilding near existing city centers and repurposing abandoned and underused properties to higher purposes. A prime example of one such area is the Morrison Drive corridor.

The Morrison Drive Redevelopment Plan, set forth herein (the “ Redevelopment Plan”) and established pursuant to the State’s Tax Increment Financing Law (the “Tax Increment Financing Law”), is a robust revitalization plan keenly focused on the Morrison Drive area (the “ Redevelopment Project Area”), a formerly industrial district in the upper peninsula of the City. It is comprised of 19 parcels and approximately 253 acres on the upper peninsula and Morrison Drive and includes the property generally known as Laurel Island and other nearby properties. The Redevelopment Plan promotes a new vision for the area and establishes a revitalization framework for creating improvements to the transportation network; new public spaces, recreational facilities and parks; streetscaping improvements; mobility options, improved transportation infrastructure and drainage and mixed-use developments including commercial, office and residential. Funding public investments within the Redevelopment Project Area through tax increment financing will enable the City to make the necessary infrastructure and public realm improvements that will, in turn, catalyze private reinvestment in the area. Certain capitalized terms used herein and not otherwise defined shall have the meaning ascribed thereto in the Tax Increment Financing Law.

BACKGROUND INFORMATION & DESCRIPTION OF MORRISON DRIVE REDEVELOPMENT PROJECT AREA

The areas in and affected by the Redevelopment Project Area have historically been home to marshes and industrial uses, experienced tremendous changes during the 20th century largely due to increased demand for transportation infrastructure and shipping industry needs. The Redevelopment Project Area is comprised of the real property identified on Exhibit B to the Ordinance adopted October 8, 2019 establishing the Redevelopment Project Area, which Exhibit B includes for illustration purposes only a map of the area affected. The Redevelopment Project Area Land uses in the project area include parking, recycling and waste facilities, commercial uses and vacant lands.

Based on historical research provided by the City’s Department of Planning, Preservation and Sustainability, the areas within the Redevelopment Project Area known as Laurel Island have previously been used for both heavy industrial and landfill uses. Used in 1820 for powder magazines, the area was by 1920 converted to an oil terminal and docks. It became a dredge spoil site by 1940 and was in use as a landfill site from 1973 until discontinued in 1989. It was subsequently closed for such use by 1995.

Today, historic neighborhoods along with modern industrial, office and residential uses occupy the adjacent areas, but some portions of the Redevelopment Project Area continue to lag in investment and development.

In order to implement the Redevelopment Plan and inspire private investment within the Redevelopment Project Area, significant public investment must be made in the form of infrastructure and public realm improvements. A multitude of examples across the nation have demonstrated that public investment in strategic

A-1
projects can successfully result in the revitalization of distressed areas, additional jobs, an improved quality of life, the creation of new vibrant places to live, work and play and increased tax revenues.

The City sees incredible revitalization opportunities within the Redevelopment Project Area and has established a strong vision for the future. The City would like to further enhance that future by making critical public realm improvements identified in this Redevelopment Plan as a means to bolster private investment in the area. Successful implementation of the Morrison Drive Redevelopment Plan is dependent upon the City’s ability to secure adequate funding through Tax Increment Financing.

CONDITIONS OF BLIGHT WITHIN THE REDEVELOPMENT PROJECT AREA

Within the Redevelopment Project Area certain conditions of blight currently exist. Examples include deterioration of structures and site improvements, obsolete land uses and structures, excessive vacancies, lack of necessary transportation infrastructure, and lack of storm drain facilities. In its current state the Redevelopment Project Area will not attract the investment anticipated to occur if the Redevelopment Plan is not implemented. The following specific conditions of blight threaten within the Project Area.

DETERIORATION OF STRUCTURES AND SITE IMPROVEMENTS
A significant characteristic of this area is the presence of deficient and deteriorating structures and deficient and deteriorating site improvements. Deficient structures exhibit the characteristics of no longer meeting building codes, zoning codes, or flood regulations. Deteriorated site improvements exhibit damaged parking areas, driveways, site lighting or landscaping, or site elements not meeting City standards; deteriorated site improvements exhibit the aforementioned site elements that are missing or in need of complete replacement. There are also detrimental patterns of land configuration that will not allow for reasonable reconstruction or rehabilitation.

OBsolete LAND USES AND STRUCTURES
Many of the properties within the Redevelopment Project Area are aging and obsolete and in need of substantial investment. Vacant, underutilized land uses were created to serve an active commercial freight waterfront that no longer is functional and have failed to keep pace with market changes and development trends that favor mixed-use, walkable urban environments. Significant lands within the Redevelopment Project Area were created as a municipal waste yard, which is no longer a viable use of the area; these outdated properties fail to meet architectural and site design standards now required by the City.

EXCESSIVE VACANCIES
With commercial freight waterfront activities having been relocated, vacancies presently exist throughout the Redevelopment Project Area that contribute to the lack of investment. Vacant lands, underutilized warehouse structures, municipal waste facilities and expansive desolate parking lots are present throughout the Redevelopment Project Area.

LACK OF NECESSARY TRANSPORTATION INFRASTRUCTURE
Existing transportation infrastructure is obsolete and limited or absent in significant portions of the Redevelopment Project Area. Many existing roadways lack sidewalks, curbs, landscaping, street lighting, signage, pavement markings and other elements needed to support all modes of travel. Sidewalks, bicycle routes and public transportation is limited or absent from area streets and intersections. Additionally, waterways and existing freight rail corridors create insufficient access to parcels and severely impair travel within the Redevelopment Project Area.

LACK OF STORM DRAINAGE FACILITIES
The existing infrastructure within the Redevelopment Project Area cannot adequately accommodate significant storm events and properties within the vicinity of the area are subject to flooding. Existing drainage infrastructure is insufficient, antiquated, and fails to meet water quantity needs and modern water quality standards. Existing
drainage infrastructure is insufficient to convey stormwater runoff from disused industrial parcels, a characteristic of which is predominantly impervious surfaces. Public investment to alleviate blight conditions will serve as a catalyst for renewed private interest and investment.

REDEVELOPMENT PLAN PRINCIPLES

The following principles serve as a guide for innovative redevelopment and investment within the Redevelopment Project Area. These principles should also serve as guidance for public infrastructure improvements to be made within the Redevelopment Project Area.

REDEVELOP UNDERUTILIZED FORMER INDUSTRIAL PROPERTIES INTO MIXED USE DESTINATIONS WITH RETAIL, WORKPLACES AND RESIDENCES

Within the Redevelopment Project Area there are numerous underutilized properties. These properties have the potential to redevelop into economically diverse mixed-use centers of higher value with retail, residential, office, and civic places. Redevelopment could occur over time in phases or happen all at once. Complete redevelopment would include higher density mixed-use development which would help absorb demand for growth in the Charleston region and position the Morrison Drive area to become a more diverse economic center.

IMPROVE THE STREET NETWORK BY CREATING OPPORTUNITIES FOR CONNECTIVITY

New street connections within the Redevelopment Project Area should be created to link redevelopment sites to existing neighborhoods, schools, park spaces, retail and services as well as to provide alternate routes for travel. As existing sites redevelop, new streets within those developments should also be built to create a street network and new developable blocks. All new streets, highways, bridges and any other road infrastructure should incorporate the necessary elements to provide for a variety of mobility options.

IMPROVE THE APPEARANCE AND FUNCTION OF EXISTING STREETS

Investments in streetscaping, walkability and other improvements to transportation infrastructure are key to helping elevate former industrial areas to current standards. Existing neighborhood and commercial streets within the Redevelopment Project Area such as Morrison Drive, Cool Blow Street, Brigade Street, Romney Street and Johnson Street lack landscaping, lighting, transit shelters and safe infrastructure for pedestrians and cyclists. Through unique design treatments, there is opportunity to beautify these and other area streets and highways with enhanced streetscaping to include sidewalks, street trees, landscaped medians, appropriately scaled street lighting, mast arm signals and curb and gutter.

IMPROVE LAND CONDITIONS TO FACILITATE REDEVELOPMENT

In order to safely build upon lands within the Redevelopment Project Area, special preparation of the surface and subsurface may be required. Special techniques may be employed to facilitate construction upon municipal landfill sites, areas of compromised soil quality, or to mitigate for environmental contaminates or other conditions which may result from former industrial uses of land.

PROVIDE HOUSING OPPORTUNITIES

New housing within mixed use developments will provide the density needed support new retail and office uses and will provide opportunities to meet the broader housing needs, including affordable and workforce housing.

CREATION OF NEW PUBLIC OPEN SPACES, PARKS AND RECREATION FACILITIES

New public open spaces such as parks, squares, town greens large enough for community events, trails and pathways could be incorporated in the mixed-use redevelopment of some of the underutilized commercial, industrial and municipal waste sites within the Redevelopment Project Area. These public amenities will benefit
the redevelopment area by providing waterfront access, community enhancement, open green space and recreational opportunities. Funding derived in part from sources permitted under the Tax Increment Financing Law, including the proceeds of obligations as well as the direct payment of Redevelopment Project costs from the Special Tax Allocation Fund, may be necessary for design, property acquisition and construction.

IMPROVE STORMWATER MANAGEMENT AND FLOOD ABATEMENT INFRASTRUCTURE
Stormwater drainage, tidal flooding and storm flooding issues exist in several locations within the Redevelopment Project Area. An active approach to addressing this issue, including coordination with other governing entities, will be a significant component of the Redevelopment Plan. Creative and innovative stormwater drainage solutions for water quantity and water quality will be integrated into the Redevelopment Project Area. An improved system piped infrastructure, new and/or increased retention areas, improved outfalls, low impact development techniques and inventive water quality methods will be employed. Flood abatement structures and techniques will be used in areas of known flooding.

PROVIDE ADEQUATE PARKING FOR REDEVELOPMENT
In order for redevelopment to occur within the Redevelopment Project Area, increases in parking capacity will need to be provided and parking structures will be needed. Parking structures hidden within new redevelopment projects can be added to support mixed-use development at higher densities and can be wrapped with retail, office or residential uses.

SPECIFIC PUBLIC INVESTMENTS
To help improve the overall conditions and redevelop the Redevelopment Project Area, the City will need to make the following public investments to help facilitate the transformation of obsolete land uses and aging corridors into vibrant redevelopment opportunities. These public investments will serve all citizens of all jurisdictions.

IMPROVEMENTS TO THE STREET NETWORK, INCLUDING IMPROVEMENTS TO EXISTING STREETS, CONSTRUCTION OF BRIDGES, AND THE CREATION OF NEW CONNECTING STREETS
The construction of new streets and associated improvements will provide new opportunities for connectivity that will enhance the long-term advancement of the overall Redevelopment Project Area. Street/highway connections will be provided to link neighborhoods to commercial and business areas. New streets will also be constructed as part of site specific redevelopment projects. All streets/highways will incorporate streetscapes and opportunities for mobility options. Where necessary, new bridges will be added to the street network to cross waterways, rail corridors or other features. The specific roadways that act as major access points for the redevelopment area will be the focus of the investment for new bridges, with a particular emphasis on providing for safe interfaces among vehicular traffic, transit routes, bicycle paths and pedestrian walkways. Where necessary, new or enhanced traffic control and signalization will be added to the street network in the Redevelopment Project Area. Funding derived in part from sources permitted under the Tax Increment Financing Law, including the proceeds of obligations as well as the direct payment of Redevelopment Project costs from the Special Tax Allocation Fund, may be necessary for right-of-way studies, design, right-of-way acquisition and construction.

IMPROVEMENTS TO STREETSCAPING INCLUDING INSTALLATION OF STREET LIGHTING, STREET TREES, AND UTILITY IMPROVEMENTS
In association with corridor enhancements and new street construction within the Redevelopment Project Area, new investments will be made in streetscapes amenities that enhance the public realm. These improvements will include pedestrian scaled street lighting, street trees, landscaped medians, and possibly relocating and burying overhead utility lines. Funding derived in part from sources permitted under the Tax Increment Financing Law, including the proceeds of obligations as well as the direct payment of Redevelopment Project costs from the Special Tax Allocation Fund, may be necessary for design, construction and installation.
IMPROVEMENTS TO THE TRANSPORTATION INFRASTRUCTURE INCLUDING THE CONSTRUCTION OF PEDESTRIAN, BICYCLE, AND TRANSIT FACILITIES

The Redevelopment Project Area provides opportunities to link key corridors, public spaces and community destinations. Pedestrian improvements may include new sidewalks, reconstructed sidewalks, walkways, protected crossings. Bicycle facilities may include an enhanced network of bicycle routes, on-street bike lanes, bike paths, shared multi-use paths and crossings. Public transit enhancements may include new sheltered transits stops with trash receptacles and benches, transit pull-off locations, and park-and-ride facilities. Funding derived in part from sources permitted under the Tax Increment Financing Law, including the proceeds of obligations as well as the direct payment of Redevelopment Project costs from the Special Tax Allocation Fund, may be necessary for right-of-way evaluation, design, construction and installation.

CONSTRUCTION OF PARKS, PUBLIC SPACES, TRAILS AND RECREATION FACILITIES

New public open spaces such as parks, squares, town greens large enough for community events, trails and pathways could be incorporated in the mixed-use redevelopment of some of the underutilized commercial centers within the Redevelopment Project Area. These public amenities will benefit the redevelopment area by providing community enhancement, open green space and recreational opportunities. Funding derived in part from sources permitted under the Tax Increment Financing Law, including the proceeds of obligations as well as the direct payment of Redevelopment Project costs from the Special Tax Allocation Fund, may be necessary for design, property acquisition and construction.

IMPROVING LAND CONDITIONS TO FACILITATE REDEVELOPMENT

In order to safely build upon lands within the Redevelopment Project Area, special preparation of the surface and subsurface may be required. Special techniques may be employed to facilitate construction upon municipal landfill sites, areas of compromised soil quality, or to mitigate for environmental contaminate or other conditions which may result from former industrial uses of land. Funding derived in part from sources permitted under the Tax Increment Financing Law, including the proceeds of obligations as well as the direct payment of Redevelopment Project costs from the Special Tax Allocation Fund, may be necessary for design, property acquisition and construction.

PROVIDING FOR OR CONSTRUCTION OF AFFORDABLE AND WORKFORCE HOUSING

Throughout the Charleston area, there is a need for diversity in housing opportunities, including affordable and workforce housing. Within the Redevelopment Project Area, housing investments may include providing or supporting publicly owned affordable and workforce housing, or providing infrastructure projects to support privately owned affordable and workforce housing per Chapter 6 of Title 31 of the Code of Laws of South Carolina 1976, as amended, which presently provides as follows:

A redevelopment project for purposes of this chapter also includes affordable housing projects where all or a part of new property tax revenues generated in the tax increment financing district are used to provide or support publicly owned affordable housing in the district or is used to provide infrastructure projects to support privately owned affordable housing in the district. The term "affordable housing" as used herein means residential housing for rent or sale that is appropriately priced for rent or sale to a person or family whose income does not exceed eighty percent of the median income for the local area, with adjustments for household size, according to the latest figures available from the United States Department of Housing and Urban Development (HUD).

Funding derived in part from sources permitted under the Tax Increment Financing Law, including the proceeds of obligations as well as the direct payment of Redevelopment Project costs from the Special Tax Allocation Fund, may be necessary for property acquisition, project design and construction.
IMPROVEMENTS TO STORMWATER AND FLOOD MANAGEMENT INFRASTRUCTURE

Improvements to the stormwater drainage system within and adjacent to the Redevelopment Project Area are needed to address drainage and flooding issues. Additionally, improvements and new structures or techniques will be needed to mitigate the effects of tidal and storm flooding. In addition to more traditional stormwater management practices, the redevelopment will advance forward-thinking technologies that demonstrate more sustainable approaches to collecting, transporting and filtering stormwater runoff. Funding derived in part from sources permitted under the Tax Increment Financing Law, including the proceeds of obligations as well as the direct payment of Redevelopment Project costs from the Special Tax Allocation Fund, may be necessary for drainage studies, design, land and/or easement acquisition and construction.

CONSTRUCTION OF PARKING STRUCTURES

Within the Redevelopment Project Area there will be need for parking facilities, including structured parking garages, to support future redevelopment projects -- particularly active mixed use centers. Investments in this category may include public parking improvements, new parking facilities, and other strategies for meeting needs for additional parking capacity and transit connections. Funding derived in part from sources permitted under the Tax Increment Financing Law, including the proceeds of obligations as well as the direct payment of Redevelopment Project costs from the Special Tax Allocation Fund, may be necessary for design, land acquisition and construction.

CONSTRUCTION OF CIVIC BUILDINGS AND PUBLIC SAFETY FACILITIES

The Redevelopment Project Area currently lacks centrally located public facilities. Within the Redevelopment Project Area there is a demonstrated need for civic buildings, and public safety facilities. Investments in this category may include facilities such as fire stations, police stations, stormwater structures and other buildings with public safety functions. Funding derived in part from sources permitted under the Tax Increment Financing Law, including the proceeds of obligations as well as the direct payment of Redevelopment Project costs from the Special Tax Allocation Fund, may be necessary for design, property acquisition and construction.

DURATION OF PLAN

From the date of the adoption of the Ordinance approving this plan, the duration of the Morrison Drive Redevelopment Plan is 30 years.

PROJECT COSTS AND FUNDING SOURCES

Redevelopment project costs are estimated to be approximately $400,000,000. These costs would be funded from a variety of sources, including but not limited to economic development grants; local, state and federal transportation funds and other appropriations; incremental tax revenues; as well as from the proceeds of borrowings by the City including several series of tax increment bonds, the first of which may be issued at a date no later than ten years from the date of establishment of the Redevelopment Project Area. The total amount of tax increment indebtedness that will be incurred to implement this plan is dependent upon such variables as interest rates, millage rates, and the pace of private sector investment. It is anticipated that such indebtedness will be in a principal amount of approximately $215,000,000.

The most recent equalized assessed valuation of all property within the Redevelopment Project Area is approximately $876,440 [TO BE VERIFIED]. The equalized assessed valuation of the Redevelopment Project Area after the initial ten years of redevelopment is estimated to be approximately $55,000,000. The equalized assessed valuation of the Redevelopment Project Area after all phases of redevelopment are completed is estimated to be approximately $120,000,000.
CONCLUSION

The Tax Increment Financing District is one of several available mechanisms for enabling the City to make necessary infrastructure and public realm investments that will serve all citizens regardless of jurisdiction, substantially improve the physical image of this area of the City and catalyze private investment in the Morrison Drive Redevelopment Project Area. Establishment of the Morrison Drive Redevelopment Project Area also provides opportunity for the City and Charleston County to continue their partnership in the redevelopment of Laurel Island and Morrison Drive area. A successful redevelopment of key underutilized commercial centers within the Redevelopment Project Area, introducing human scale and a creative mix of uses with residential, retail, work place and civic space components, will generate revitalized and innovative redevelopment solutions for the former industrial areas of the Morrison Drive Redevelopment Project Area.
EXHIBIT D
DESIGN PROFESSIONAL’S CERTIFICATE

Date: ____________

City of Charleston ("City")

Project Name: ________________

Permit #: ________________

Disbursement Request #: ____________

____________ is currently monitoring construction and has reviewed the enclosed pay request application # ____________, dated ____________. I, as a registered professional, state to the best of my information, knowledge and belief that the work included in the disbursement request for the above referenced project has been completed in general accordance with the approved plans and applicable requirements. This is based upon periodic observations of construction and an inspection for design compliance by me or a representative of my office who is under my supervision. We recommend a disbursement of $____________ to ____________.

We request that the City provide written approval for the above mentioned disbursement request as stated in the Public Infrastructure Improvements Agreement/Laurel Island.

Registered Professional: ________________

Printed Name

Signature

S.C. Registration #: ________________

Company Name: ________________

Approved:

City of Charleston, South Carolina

By: ________________

Title: ________________
EXHIBIT E
EVIDENCE OF TITLE

FORM OF AFFIDAVIT REGARDING TITLE OR ACCESS

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

DEVELOPER’S AFFIDAVIT

Property:

THE UNDERSIGNED owner, by its authorized agent, after first being duly sworn, says under oath the following, to the best of its actual knowledge:

1. That the undersigned currently has title to or a valid easement over or other valid right to perform work on that certain real property as more particularly described in the attached Exhibit A subject to all matters of record.

OWNER:

By: ________________________________
   Name: ____________________________
   Title: ____________________________

SWORN to and subscribed before me this ___
day of _______, 20__.

Notary Public for the State of ____________
My commission expires: ____________________
PHASE 1: 2022 TO 2031

COSTS
- Surcharge, Foundations & Environmental: $33,653,064
- Utilities: $27,904,770
- Onsite Roadways: $11,028,809
- Public Parks & Open Spaces: $3,964,268
- Neighborhood Improvements: $5,017,410
- TOTAL: $81,568,321

PARKS (Revenue Source 1)
- First +/- ½ mile of the Bike/Pedestrian Path
- Park 1
- Temporary Park

ACCESS (Revenue Source 1 or 3)
- Widening, extension, and improvement of Romney Street

OFF-SITE NEIGHBORHOOD IMPROVEMENTS (Revenue Source 3)
- Singleton Park
- Cool Blow and Nassau Street Flooding
- Misc. Sidewalk Improvements
- Morrison Dr & Romney St
- Meeting St & Romney St
- Meeting St & Brigade St

The timing of development (as well as the boundaries for each Phase) described within this Phasing Plan will be very much affected by the health of the national and local economies, as well as the demand for various residential, commercial and industrial building types for the region. It is extremely difficult, if not impossible, to accurately project timing and exact boundaries of future phases of development and demand. The Phasing Plan contains estimates which are based on information believed to be reasonable at this time. The estimates are subject to change substantially, from time to time, based on market conditions, the supply of competing products within the area, regulatory review and approvals and other factors, not under the control of the Developer.
PHASE 2: 2029 TO 2037

COSTS
- Surcharge, Foundations & Environmental: $60,434,417
- Utilities: $34,681,345
- Onsite Roadways: $17,350,905
- Public Parks & Open Spaces: $11,637,918
- Neighborhood Improvements: $32,913,660
- TOTAL: $157,018,245

PARKS (Revenue Source 1)
- Addition of another +/- 1/2 mile of the Bike/Pedestrian Path (+/- 1 mile in total completed)
- Crabbing docks
- Park 2
- Park 3

ACCESS (Revenue Source 1)
- Construction of Cool Blow Street Bridge

OFF-SITE NEIGHBORHOOD IMPROVEMENTS (Revenue Source 3)
- Cool Blow Streetscape improvements including sidewalks, landscaping and street lighting
- N. Hanover St & Cool Blow St
- Meeting St & Cool Blow St

LAUREL ISLAND PIIA

BELLO/GARRIS
ARCHITECTS

M A S T E R  P L A N
FOR
L A U R E L  I S L A N D

PHASING PLAN
JUNE 2021
PHASE 3: 2035 TO 2043

COSTS
- Surcharge, Foundations & Environmental: $58,478,348
- Utilities: $32,427,695
- Onsite Roadways: $14,070,695
- Public Parks & Open Spaces: $12,453,593
- Neighborhood Improvements: $7,214,445
- TOTAL: $124,644,776

PARKS (Revenue Source 1)
- Completion of the Bike/Pedestrian Path (2 miles in total)
- Park 4
- Park 5

ACCESS (Revenue Source 1 or 3)
- Extension of Brigade St to Laurel Island, including streetscape improvements

OFF-SITE NEIGHBORHOOD IMPROVEMENTS (Revenue Source 3)
- Brigade St & Huguenin Ave
- Morrison Dr & Brigade St
- I-26 EB Off-Ramp & Mt. Pleasant St
- Meeting St & Cunnington St
PHASE 4: 2041 TO 2049

COSTS
- Surcharge, Foundations & Environmental: $68,477,440
- Utilities: $43,331,295
- Onsite Roadways: $19,087,530
- Public Parks & Open Spaces: $14,911,466
- TOTAL: $145,807,731

PARKS (Revenue Source 1)
- Park 6
- Park 7
- Pedestrian wharf

OFF-SITE NEIGHBORHOOD IMPROVEMENTS (Revenue Source 3)
- Meeting St & US 17 NB (Signal Only)
- Meeting St & US 17 NB (Ramp Widening)
- Meeting St & Huger St
- Morrison Dr & Huger St
- Construction of Cedar Street between Morrison Dr and N. Hanover St

LAUREL ISLAND DEVELOPMENT AGREEMENT

JUNE 2021
EXHIBIT I

Planned Unit Development Ordinance

TO BE INSERTED AT EXECUTION
EXHIBIT J

Tax Increment Financing District Ordinances

TO BE INSERTED AT EXECUTION
EXHIBIT K

City Dedicated Open Space
CITY OF CHARLESTON
PLANNING COMMISSION

July 21, 2021

Zonings 1-3:

<table>
<thead>
<tr>
<th>Zoning Item</th>
<th>Property Address</th>
<th>Approx. Acres</th>
<th>Land Use</th>
<th>Previous Zoning</th>
<th>Recommended Zoning</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>1349 and 1351 Ashley River Rd (West Ashley)</td>
<td>0.53</td>
<td>Commercial</td>
<td>St Andrews Blvd Overlay District/Community Commercial (OD_STA/CC)</td>
<td>General Business (GB)</td>
</tr>
<tr>
<td>2.</td>
<td>109 Magnolia Rd (West Ashley)</td>
<td>0.13</td>
<td>Residential</td>
<td>Mixed Style Residential (M-12) Family Residential (STR)</td>
<td>Single- and Two-Family Residential (STF)</td>
</tr>
<tr>
<td>3.</td>
<td>2710 Pine Log Ln (Johns Island)</td>
<td>4.66</td>
<td>Residential</td>
<td>Single-Family Residential (R-4) Diverse Residential (DR-6)</td>
<td></td>
</tr>
</tbody>
</table>

BACKGROUND & CENTURY V PLAN RECOMMENDATION

Zoning 1: The subject property is pending annexation into the City of Charleston. The recommended zoning is comparable to the County zoning and surrounding City zonings. It is designated as Highway in the Century V Plan.

Zoning 2: The subject property is pending annexation into the City of Charleston. The recommended zoning is comparable to the County zoning and surrounding City zonings. It is designated as Suburban in the Century V Plan.

Zoning 3: The subject property is pending annexation into the City of Charleston. The recommended zoning is comparable to the County zoning and surrounding City zonings. It is designated as Suburban and Conserved Area in the Century V Plan.

STAFF RECOMMENDATION

APPROVAL OF ZONING 1-3
ZONING 1

1349 and 1351 Ashley River Rd
(Washington Park – West Ashley)

TMS # 4180500001 and 002
approx. 0.53 ac.

Request zoning of General Business (GB). Zoned St Andrews Blvd Overlay District/Community Commercial (OD_STA/CC) in Charleston County.

Owners: Graphic Glamour Holdings, LLC & Shubh Labh of Charleston, LLC
ZONING 2

109 Magnolia Rd
(Ashley Forest – West Ashley)

TMS # 4181300132

approx. 0.13 ac.

Request zoning of Single- and Two-Family Residential (STR). Zoned Mixed Style Residential (M-12) in Charleston County.

Owner: Darren Finan
109 Magnolia Rd, Century V Plan (Suburban)
ZONING 3

2710 Pine Log Ln (Johns Island)

TMS # 3120000251

approx. 4.66 ac.

Request zoning of Diverse Residential (DR-6).
Zoned Single-Family Residential (R-4) in Charleston County.

Owner: Carey S. Rivers
2710 Pine Log Ln, Century V Plan (Suburban/Conserved Area)