CALL TO ORDER

APPROVAL OF MINUTES

1. Regular Meeting: November 6, 2019  [Pages 2–7]

OLD BUSINESS ITEMS

There are no Old Business Items

NEW BUSINESS ITEMS

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

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

3. 2020 Planning Commission Meeting Schedule  [Page 51]

ITEMS FOR INFORMATION / DISCUSSION

1. Request for Zoning Text Amendment: SIPOA LED Signs  [Pages 52–76]

2. Freshfields Senior Living Facility Encroachment Permit Update  [Pages 77–113]

3. PUD Amendment: Village at Seabrook

4. Commissioner Recognition

ADJOURN
TOWN OF SEABROOK ISLAND
Planning Commission Regular Meeting
November 6, 2019 – 1:30 PM

Town Hall, Council Chambers
2001 Seabrook Island Road

MINUTES

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

Absent: Wayne Billian

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

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

APPROVAL OF MINUTES

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

OLD BUSINESS ITEMS

There were no Old Business Items.

NEW BUSINESS ITEMS

1. Architectural Review: 3036 Seabrook Village Drive (Cable Railings): Town Administrator Cronin stated that the town had received a request from Vintage Homes by the Charleston Group, Inc., to review and approve modifications to a previously approved plan for 3036 Seabrook Village Drive (Lot B-37) in the Village at Seabrook. He noted that the Planning Commission previously approved construction plans for this home on July 18, 2018; however, the applicants were now seeking approval to substitute cable railings on the rear porches, decks and stairs in lieu of the previously approved material. He noted that cable railings had not been used as a building material up until this point, and it was his recommendation that the commission would need to approve metal as an approved building material in the Village at Seabrook. He noted that the proposed material had been reviewed and approved by the Village at Seabrook Regime, as well as the SIPOA ARC, as required by Sec. 14.20.20.10 of the town’s DSO. Therefore, staff recommended in favor of approval.
Mr. Otstot made a motion to approve the revised architectural plans for 3036 Seabrook Village Drive, to include the cable railings. Dr. Ullner seconded the motion. The motion was APPROVED by a vote of 3-0. As President of the Village at Seabrook Regime, Ms. Patterson recused herself from voting on this matter. (See attached recusal statement)

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

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

Chairman Driscoll then opened the floor for questions.

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

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

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

Dr. Ullner stated that there was a problem with flies near the service area on the side of the Pelican’s Nest restaurant and asked if anything was being done about it. Mr. Buchman responded that the Club had installed a spray system and conducted regular pest control activities in that area. He stated that he could ask the designers to determine if any additional improvements could be made, but that those were not part of the scope for the proposed
Dr. Ullner asked what safety precautions were being made near the new ADA entrance to avoid collisions with golf carts. Mr. Buchman responded that there were no significant changes, adding that the proposed modifications are no different than the existing conditions where handicapped patrons go into and out of the building from the cart area.

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

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

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

Chairman Driscoll asked if there were any additional comments.

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

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

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

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

Mr. Otstot made a motion to grant preliminary and final approval for the proposed modifications to the Island House, thereby waiving the requirement for a second review at the next meeting. Chairman Driscoll seconded the motion. The motion was APPROVED by a vote of 4-0.
3. **Text Amendment: Comprehensive Beachfront Management Plan Update:** Town Administrator Cronin provided a brief overview of the request, the purpose of which was to review and provide a recommendation to Town Council on the adoption of an updated Comprehensive Beach Management Plan. He stated that the town’s plan was last updated in 2014 and, by law, must be updated every five years. The town engaged a consultant – Coastal Science and Engineering – to assist with the update. He added that while the 2014 update was essentially a comprehensive re-write of the plan, the 2019 update was intended to be more of a “refresh” of the 2014 plan. He stated that the most significant changes incorporated into the 2019 update were mainly related to the “scientific data,” such as updated observations and statistics; however, several additional changes were made to the text of the document, including: updates to the town’s off-leash dog regulations; updates to other beach rules and policies; changes to the town’s beach patrol and code enforcement activities; updates to the town’s comprehensive plan; and changes to the town’s development regulations. He added that the updated plan would need to be adopted by ordinance and referenced a draft text amendment which was included in the meeting packet.

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

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

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

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

**ITEMS FOR INFORMATION / DISCUSSION**

1. **Mediation Update: Senior Living Facility Encroachment Permit:** Town Administrator Cronin informed members of the commission that the settlement agreement between the town and Atlantic Partners II, LLC, was approved by the court on October 30, 2019 and is now in full force and effect. He added that the town will host a follow-up meeting on November 14, 2019 with representatives from Atlantic Partners (property owner), Big Rock (developer), Balfour Beatty (construction contractor), Reveer Group (traffic consultant), and the Town of Kiawah Island to discuss next steps for the project.
There being no further business, Chairman Driscoll asked for a motion to adjourn. Mr. Otstot made a motion to adjourn the meeting. Dr. Ullner seconded the motion. The motion was APPROVED by a vote of 4-0, and the meeting was adjourned at 2:56 PM.

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

Justification to Recuse:

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

Date
11-6-2019
Member Signature
Cathy Patterson

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

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

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

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

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

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

Staff Recommendation

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

Respectfully submitted,

Joseph M. Cronin
Town Administrator
Town of Seabrook Island - Zoning Permit

Permit Date: 12/2/2019   Permit #, Town: 16339   License #: 20190395
Paid Date: 12/2/2019   App Fee: $100.00   Cash: Yes   Check #: 
Applicant Name: The Greenery of Charleston, LLC   Phone: 843-884-0084
Contact Name: Andrew Dupps
App Address 1: 145 President Street
App Address 2: 
App City: Charleston   St: SC   Zip: 29403
Property Owner: Bohicket Marina Investors
Owner Address 1: 1882 Andell Bluff Blvd.
Owner Address 2: 
Owner City: Seabrook Island   St: SC   Zip: 29455

TMS Number: 
Thru: 
Lot: 
Block: 
Property Address: 1882 Andell Bluff Blvd.
Purpose: Installation of a firepit and landscape improvements

Work Value: $8,000.00   Flood Elev: 13   Zone: AE
Architectural Review Board:
Comments:

Amendment:

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

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

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

Owner Applicant: Signature   Zoning Administrator
12/2/2019   12/2/2019
TOWN OF SEABROOK ISLAND
2001 Seabrook Island Road
Seabrook Island, SC 29455
843-768-9121 (phone)
843-768-9830 (fax)

ZONING PERMIT APPLICATION

<table>
<thead>
<tr>
<th>Fee Schedule</th>
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<tbody>
<tr>
<td>Permit for New Construction, Single Family</td>
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<tr>
<td>Permit for Remodeling, Addition, etc.</td>
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<tr>
<td>Building, HVAC, Roofing, Plumbing, etc.</td>
</tr>
<tr>
<td>Permit for New Construction, Multi-Family</td>
</tr>
<tr>
<td>Multiple Bldg Permit, Comm./Multi Family</td>
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</tbody>
</table>

Date: 12-2-19  TMS #:  

Applicant’s Name: Andrew Dupps  

Name of Business Contact: The Greenery of Charleston  

Address: 145 President St.  Phone: 843 884-0084  

City: Charleston  State: SC  Zip: 29403  

Property Owner’s Name: Salty Dog Cafe Bed & Bracket  

Address: 1802 Andell Bluff  Phone:  

City: Seabrook Island  State: SC  Zip: 29455  

Property Location Address: 1802 Andell Bluff  

Lot:  Block:  Base Flood Elev:  Zone:  

Purpose of Permit: Fertilize and landscape improvements  

Value of Construction: 3000  POA Approval:  

Applicant’s Signature: 

**This is an application only. The permit will be issued upon approval by the Town of Seabrook Island.
December 4th, 2019

To whom it may concern,

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

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

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

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

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

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

Staff Recommendation

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

Respectfully submitted,

[Signature]
Joseph M. Cronin
Town Administrator
TOWN OF SEABROOK ISLAND
2001 Seabrook Island Road
Seabrook Island, SC 29455
843-768-9121

ZONING PERMIT APPLICATION

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<td>Permit for Remodeling, Addition, etc.</td>
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<tr>
<td>Building, HVAC, Roofing, Plumbing, etc.</td>
<td>25</td>
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<tr>
<td>Permit for New Construction, Multi-Family</td>
<td>250 + $5 per unit</td>
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<tr>
<td>Multiple Bldg Permit, Comm./Multi Family</td>
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</tbody>
</table>

Date: 12-3-19  
TMS #: 141-0-09-094

Applicant’s Name: KENNETH MILLER

Name of Business Contact: KENNETH MILLER ARCHITECTURE

Address: 1912 Planters Drive  
Phone: 843-293-0234

City: CHARLESTON  
State: SC  
Zip: 29414

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

Address: 1923 MITNICK LANE #162  
Phone: 843-830-5977

City: JAMES ISLAND  
State: SC  
Zip: 29455

Property Location Address: 3037 SEABROOK VILLAGE DRIVE

Lot: 56  
Block: 58  
Base Flood Elev. AE12  
Zone:  

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

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

Applicant’s Signature: [Signature]

**This is an application only. The permit will be issued upon approval by the Town of Seabrook Island.
November 12, 2019

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

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

Dear Mr. and Mrs. LaRoche,

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

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

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

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

The approved plans per the stipulations above are:
“Residence For: Mr. & Mrs. LaRoche” prepared and sealed by Kenneth Miller, Architect
- Sheet A-1 dated 10/22/2019
- Sheet A-2 dated 10/22/2019
- Sheet A-3 dated 10/22/2019
- Sheet A-4 dated 10/22/2019
- Sheet A-5 dated 10/22/2019
- Sheet A-6 dated 10/22/2019
- Sheet A-7 dated 10/22/2019
- Sheet A-8 dated 10/22/2019
- Sheet E-1 dated 10/22/2019

and “LaRoche Residence” prepared and sealed by Jody Furman, Landscape Architect
- “Erosion Control/Utility Plan” dated 10/15/2019
- “Grading Plan” dated 10/15/2019
- “Landscape Plan” dated 10/15/2019

The approved materials/colors per the stipulations above are:
Decks and Railings: pressure treated wood, Sherwin Williams “Whitetail” SW7103
Driveway/Walkway: tabby
Entry Door: Custom Mahogany
Foundation Coating: Stucco Sherwin Williams “Creamy” SW7012
Roof: metal Englert “Patina Green”
Siding: Cementitious Sherwin Williams “Creamy” SW7012
Trim: Cementitious Sherwin Williams “Whitetail” SW7103
Colors are conditionally approved with the stipulation that final color approval is not granted until a 6’ square sample (with trim colors(s) if applicable) is painted on the house and approved by the ARC.

The approved lighting fixtures are:
Garage Doors: Juno Lighting 4” Recessed Light Trim Kit, J190887658404, White
Fan: Monte Carlo Fan Large Room Fan (52” to 59”) M3MAVR52BK, Black

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

\[1\] In addition to the requirements detailed in this motion, all improvements must also comply with the applicable version of the SIPOA ARC Policies and Procedures. The omission of any stipulation or requirement of the Policies and Procedures is not a waiver of said requirement.
Per ARC Policies & Procedures, this Conditional Approval is valid for *one year* from the approval date. Enclosed is a **Construction Commitment Form** and **Project Initiation Checklist** to be completed, signed by you and your contractor, and returned to the ARC Office. Please provide a **flash drive with a PDF formatted set of house plans, lighting, landscaping and colors and a printed set of plans to remain at the SIPOA ARC office.** In addition, you may be required to provide a **printed set of plans for each of the following:** Charleston County, the Town of Seabrook Island, and your general contractor. Please submit a **$12,000.00 construction deposit** ($6,000.00 each from the owner and the contractor). Upon receipt of these items and **approval of the onsite tree protection**, the plans will be stamped as approved. Lastly, a copy of the Building Permit is to be delivered to the ARC Office prior to beginning construction.

Additionally, the Construction Phase must meet the following requirements:

A. **Tree protection is to be installed per the approved plan, prior to plan approval and lot clearing.** The tree protection defines the limits of construction activity (per §IV.A.1.c. & IV.A.3.d).

B. The ARC is to be notified with specific proposed pruning details prior to any pruning/trimming of trees during the site-clearing process and during construction of the house. **Additional pruning of any trees, vegetation and natural buffers on the lot is not permitted until after the home is framed.** Once the home is framed and/or built, pruning requests may be submitted for review;

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

D. **The landscape plan that is approved by the ARC prior to construction is not final until the plantings are reviewed by the ARC on-site. Additional plantings may be required after field evaluation;**

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

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

Please contact me if you need any additional information.
Very truly yours,

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

cc: Kenneth Miller
General Notes

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

All drawings shall be used in conjunction with all other drawings related to other disciplines. The general contractor shall check and coordinate dimensions and clearances with the work of all trades. The drawings herein are graphic in nature and are not intended to convey all information necessary for construction. Contractor shall coordinate systems installation requirements, rough-in connections, and materials requirements for installation.

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

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

1) Typical roof pitch: 6.5/12
2) Plate heights indicated are measured from nearest (heated) subfloor
3) Orient all mechanical roof penetrations away from street side where practical
4) Install flashing and crickets at all roof penetrations and element projections.
5) Install either thermostatically controlled attic vents or cont. metal drip edge.
6) Provide CertainTeed "Winterguard" or 2X8 PT blocking w/ one 2" vent hole & insect indicators on each plane of the roof plan.
7) Where "PVC" is indicated, #1 Grade Smooth Window Header
8) Install metal or aluminum drip edges on all typical eaves.
9) Install "Kick Out" flashing to shed water directly to CMU stem walls.
10) R-30 batt insulation with plywood sheathing.

Residence for:
Mr. & Mrs. LaRoche
3037 Seabrook Village Drive

Arch. Seal

Revision Date: 05.12.19

Architect: Kenneth Miller

June 2019

kcmillerarchitect@gmail.com - 540.293.6234
SECOND FLOOR CEILING PLAN

STRUCTURAL FRAMING NOTES

- WOOD CHESTNUT LUMBER
- STEEL STUDS ARE 2" X 4"
- STEEL FRAMES ARE 2" X 4"""}

SECOND FLOOR CEILING LEGEND

- 2-3/4" THICK CEILING
- 2-3/4" THICK CEILING
SECOND FLOOR SHEARWALL PLAN
ROOF SHEATHING DETAIL

FLOOR SHEATHING & CONSTRUCTION

EXTERIOR SHEAR WALL SHEATHING AND CONSTRUCTION.
# Town of Seabrook Island
## 2020 Meeting Dates (DRAFT)

<table>
<thead>
<tr>
<th>Month</th>
<th>Town Council</th>
<th>Ways &amp; Means</th>
<th>Planning Commission</th>
<th>Utility Commission</th>
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<tr>
<td>April</td>
<td>Apr. 28, 2020</td>
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<td>November</td>
<td>Nov. 17, 2020*</td>
<td>Nov. 10, 2020</td>
<td>Nov. 4, 2020*</td>
<td>Nov. 18, 2020</td>
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* Denotes a date change due to proximity to a Town Holiday

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

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

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

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

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

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

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

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

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

Applicant Name: SIPOA Phone: 843-768-0061

Street: 1202 Landfall Way
City: Johns Island State: SC Zip: 29455

Sign Location: Opposite 2200 St. Rd (Gatehouse), Riff of Way

Type of Sign: Temporary ( ) Permanent (x)

If temporary, date to be displayed: Removed:

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

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

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

Applicants Signature: Heather Paton Date: 8/1/2019

Zoning Administrator: Date:

Fee Schedule:
$10.00 for wall signs Five (5) square feet or less.
$25.00 per wall or ground sign over Five (5) square feet
$10.00 per sign for structural repair.
$25.00 per awning or canopy.
SIGN PERMIT APPLICATION

Applicant Name: **Super** Phone: **843-768-0061**

Street: **1202 Landfall Way**

City: **Johns Island** State: **SC** Zip: **29465**

Sign Location: **Opposite 2200 St Rd (Gatehouse) between road & Bike Path**

Outbound in right of way

Type of Sign: Temporary (  ) Permanent ( X )

If temporary, date to be displayed: ____________________________ Removed:

Comments: Community message Board in right of way near outbound lane &

bike path. Includes 2.1M radar sign (same model as the sign at Racquet Club)

No advertising messages. On 2 3x6' posts painted Seabrook Island Grey.

All Sign Applications Must be Accompanied by:

1. A working drawing, depicting the proposed sign or awning, including colors. A plan drawing
    showing fonts and sizes of letters and specifications for the sign, including material to be used,
    details of construction and method of attachment of sign to the building or the ground. All
    lettering shall be proportioned in size to the size of the sign erected, except in the case of window
    and entry door signs, whose letters shall not, under any circumstances, exceed five (5) inches in
    height. No neon, dayglow or similar tint will be permitted on any sign, nor shall a sign be
    permitted to display colors that may be confusing to emergency equipment operators. Company
    logos may be used provided the Zoning Administrator determines their use is acceptable
    according to the Town's ordinances. Similar information, as appropriate, is submitted with
    awning permit applications.

2. Written consent of the owner of the building, structure or land to which, or on which, the sign
    is to be erected.

3. An illustration of the proposed sign and a colored photograph(s) of the area and, if applicable,
    the building facade upon which the proposed sign is to be erected shall be submitted with each
    sign application, showing in detail the physical conditions within the sign area, as well as the
    facades of adjoining buildings.

Applicants Signature: **[Signature]** Date: **8/6/19**

Zoning Administrator: ______________________ Date: ______________________

Fee Schedule:

- $10.00 for wall signs Five (5) square feet or less.
- **$25.00** per wall or ground sign over Five (5) square feet
- $10.00 per sign for structural repair.
- $25.00 per awning or canopy
SXOH-55-XTR
55" Outdoor Waterproof Sunlight Readable LCD Monitor/TV

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

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

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

<table>
<thead>
<tr>
<th>Specifications</th>
<th>SXOH-55-XTR</th>
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<tbody>
<tr>
<td>MODEL</td>
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<tr>
<td>LCD Panel</td>
<td>55&quot; IPS Panel</td>
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<td>Audio Inputs</td>
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<td>Control</td>
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<td>Protective Glass</td>
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<td>Mounting</td>
<td>400mm x 200mm , 400mm x 400mm VESA Hole Pattern</td>
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<td>Operating Temperature</td>
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<td>Dimensions</td>
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<td>Warranty</td>
<td>2 Years</td>
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</table>
SXOBH-55-XTR
55" Outdoor Waterproof Sunlight Readable LCD Monitor/TV

Standard Accessories:

- AC Power Cord
- IR Extender
- Remote Control

Available Options:

- Outdoor Sound Bar (SB 88)
- External Media Player Enclosure
- Advanced Replacement Warranty
- Ambient Light Sensor Extender (ALS-E)
- Outdoor Universal Tilt Wall Mount (MB-6500T)
- Outdoor Universal Wind-Rated Tilt Wall Mount (MB-6500 WR)
- Outdoor Articulating Wall Mount (MB-267)
- Wind-Rated Pedestal Mount- 5 Ft. (MB-GPM05)
- Wind-Rated Pedestal Mount- 6 Ft. (MB-GPM06)
PMD 10 & 12
Portable RADAR Displays

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

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

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

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

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

Configuration and specifications subject to change

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

Tel. 800-458-7866
913.492.1703
PMD 10 & 12
Portable RADAR Displays

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

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

Specifications
- 12VDC (Lithium-ion battery)
- 50 W solar with 12VDC lead acid battery (optional)
- Input/Output: RS232, Bluetooth

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

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

Secure Locking Mount

Command Console App

Deploy in any weather

Kustom Signals Inc. 9652 Loiret Boulevard, Lenexa, KS, 66219, USA.
www.KustomSignals.com
Tel. 800-458-7866
913.492.1703
Previous message
Board removed 2016
for gate house
construction

SPEED LIMIT 25
Please stay off
Dunes at the
Beach

SINGH SOUP SUPPER
Jan 20 5:30
Island House

PRIORITIZE
Trash Cans

60
Samples of message boards in other private communities. This is for information on monitor courts, not the structure.
Welcome Home to Kiawah Island

www.kica.us
ARTICLE 12. - SIGNS

Sec. 12.10. - Definitions.

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

(a) Approved Combustible Material. Wood or material less combustible than wood and located at a safe distance from electrical equipment. The term "noncombustible material" means any material which will not ignite or actively support combustion in a surrounding temperature of twelve hundred degrees (1,200) Fahrenheit during an exposure of five (5) minutes.

(b) Business Sign. Any sign which directs attention to a business, industry, profession, entertainment or service that is conducted, maintained, sold or offered on the premises where the sign is located.

(c) Decorative Trim. The molding, battens, capping, nailing strips or representations in cutout or irregular form which are attached to the sign.

(d) Erect. To build, construct, attach, hand, place, suspend or affix, and shall also include the painting of wall signs. It shall not mean or include repairs.

(e) Illuminated Sign. Any sign which has characters, letters, figures, designs or outlines illuminated or motivated by electricity.

(f) Location. Any lot, premises, building wall or any structure whatsoever upon which a sign is erected, constructed, painted or maintained. Two (2) street fronts shall be deemed two (2) locations.

(g) Person. Any agent, lessee, individual, person, firm, partnership, association, corporation, company or organization of any kind.

(h) Sign. Every sign, ground, pole, wall or roof sign, illuminated sign, projecting sign, temporary sign, portable sign, marquee sign, awning, canopy, exterior clock or thermometer, and shall include any announcement, declaration, demonstration, display, illustration, device, insignia or symbol used to identify and promote the interest of any person, business, corporation or group, when the same is placed in view of the general public.

(i) Sign Area. The total area made available by a sign for the purpose of displaying the advertising message, excluding decorative trim.

Sec. 12.20. - General Provisions.

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

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

Sec. 12.30. - Exempt Signs.
§ 12.30.10. Street Signs. Street signs for traffic, direction and names in all areas of the Town shall be exempt from the provisions of this article.

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

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

Sec. 12.40. - Applicability of Other Ordinances.

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

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

Sec. 12.50. - Prohibited Signs.

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


Sec. 12.60. - Allowable Signs.

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

§ 12.60.20. Identification Signs.

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

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

(a) Such signs shall not exceed sixteen (16) square feet in area per sign.

(b) Placement of the sign is to be on the street frontage only and is to be located not less than one (1) foot nor more than ten (10) feet from the property line.

(c) The sign shall be fabricated to the specifications on file with the Zoning Administrator, and shall be comprised of two (2) - four (4) inch by four (4) inch treated wood posts, with eased edges at the top, on each end of the sign.
The display area of the sign will be comprised of a plywood sheet measuring forty-eight (48) inches by thirty (30) inches by three-quarters (¾) inches, treated with acrylic paint.

All building permits and other approvals shall be placed on the rear of the sign, and shall not be discernable from an area used by the general public.

The job site sign shall be removed from the premises prior to requesting final review and inspection of the premises.

§ 12.60.30. [Reserved.]

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

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

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

(a) Such signs may only be erected on private property with the consent of the owner(s); and

(b) Such signs shall not block or impede the site lines of anyone utilizing any roadway or path within the Town or impact public health and safety; and

(c) No political signs shall be allowed on any property or right of way owned, operated, maintained or under the jurisdictional control of the Town; and

(d) No such sign shall be placed in a location which is otherwise prohibited by any Town law, ordinance or regulation.

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

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

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

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

§ 12.60.110. Door Entry Signs. Each place of business within the Town may utilize a door entry for sign for each public entry door. Door signs shall not contain any information other than the name of the business, its address, hours of operation, and marketing information of the business. Entry signs may not exceed twenty-five (25) percent in area of the door or adjacent window.
Illuminated (LED) signs may be permitted as "open" signs, but shall not be visible to residential areas.

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

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

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

§ 12.60.140. Boat Sales/Charter/Rental Signs.

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

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

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

§ 12.60.150. Take Away Flier Boxes.

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

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

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

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

§ 12.60.170. [Reserved.]

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

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

§ 12.60.190. Reserved Parking.

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

§ 12.60.200. Awning Signs.

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


Sec. 12.70. - Permits Required.

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

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

Sec. 12.80. - Permit Applications.

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

(a) A working drawing, showing all colors to be used, shall be submitted at the time of application, and no work shall proceed until the sign is approved.
(b) A plan drawing showing fonts and sizes of letters; and specifications for the sign, including material to be used and details of construction; and methods of attachment of the sign applied for to the building or to the ground. Similar information, as appropriate, is to be submitted with awning permit applications.

(c) Written consent of the owner of the building, structure or land to which or on which the sign is to be erected shall be filed with the application.

(d) An illustration of the proposed sign and a color photograph(s) of the area and, if applicable, the building facade upon which the proposed sign is to be erected shall be submitted with each sign application, showing in detail the physical conditions within the sign area, as well as the facades of any adjoining buildings.

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

Sec. 12.90. - Permit Fees.

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

Sec. 12.100. - Approval.

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

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

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

(a) Whether the sign is appropriate in size, shape and scale for its location;

(b) Whether the sign detracts from or otherwise affects the harmonious appearance and development of the Town and/or the commercial area;

(c) Whether the sign in any manner affects public health or safety; and

(d) Whether the sign properly reflects the aesthetic theme of the community as a whole.

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

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

§ 12.100.50. Any person aggrieved by the decision of the Zoning Administrator may file an appeal in accord with the provisions of § 19.40 of this Ordinance.
Sec. 12.110. - General Requirements.

§ 12.110.10. Construction.

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

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

§ 12.110.20. Design.

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

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

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

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

Sec. 12.120. - Requirements for Specific Sign Types.

§ 12.120.10. Ground Signs.

(a) Ground signs shall include any sign supported by one (1) or more uprights upon the ground with or without braces and not attached to any building or structure.

(b) Ground signs may be erected to a height not to exceed eight (8) feet above the average grade of the ground level at the base of the uprights.

(c) Every ground sign having an area in excess of twelve (12) square feet shall have an open space of not less than two (2) feet between the lower edge of such sign and the average grade of the ground level at the base of the uprights and shall be landscaped.
(d) **Ground signs in excess of twelve (12) square feet may only be lighted by landscaped up lighting with a proper reflective shield.**

(e) No ground sign shall be permitted closer than six (6) feet to the property line adjacent to the sign. In case of a natural obstruction, the Zoning Administrator may permit a change in the location of the sign.

(f) Ground signs shall be securely built, constructed, and erected upon two (2) posts or standards which shall be adequately anchored to the ground.

(g) **Only one (1) ground sign shall be permitted for each building location or premises, per public street frontage.**

(h) A ground sign shall not exceed forty-eight (48) square feet in area on any one (1) side, and shall not exceed twelve (12) feet in one (1) dimension.

§ 12.120.20. **Wall Signs.**

(a) Any outdoor sign recessed or affixed in any manner to any wall of a building or to any structure, except roofs, shall be considered a wall sign. Signs shall not be painted directly onto the outside face of any building, part of a building or wall without the permission of the property owner.

(b) No sign or supporting framing shall project above the eave or above the roofline of the building.

(c) In shopping complexes with individual stores that exceed one hundred (100) lineal feet or front façade, a wall sign may be erected, but shall not exceed fifty (50) square feet in size and may be painted on the roof.


Sec. 12.130. - Existing Signs and Compliance.

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

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

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

Sec. 12.140. - Unlawful Signs.

§ 12.140.10. Any outdoor sign erected, constructed or maintained subsequent to the adoption of this ordinance or date, not in compliance with the provisions of this chapter shall be considered an unlawful sign.
§ 12.140.20. In addition to the provisions of § 12.170, the Zoning Administrator shall notify by mail, the person who maintains any such unlawful sign, to correct specified violations or omissions so as to comply with this chapter or remove such sign within ten (10) days from the date of such notice, in default of which the Zoning Administrator may remove such sign or make the sign comply with this chapter at the expense of such person.

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

Sec. 12.150. - Unsafe Outdoor Signs.

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

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

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

Sec. 12.160. - Recovery of Expenses.

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

(Ord. No. 1996-10, 11-26-1996)
STATE OF SOUTH CAROLINA  
TOWN COUNCIL FOR THE TOWN OF FORT MILL  
ORDINANCE NO. 2013-24  

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

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

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

Sec. 19. Electronic signs.

1) Electronic changeable copy signs. Electronic changeable on-premise copy signs are permitted in all zoning districts.

a) Time, temperature, and gasoline price displays are allowed, but must not exceed twenty (20) square feet of the sign face.

b) All other changeable copy signs shall only be permitted with the following restrictions:

1. Such signs shall remain static at all times – scrolling, blinking, flashing and/or movement of any kind shall be prohibited.

2. For signs located less than ten (10) feet from the ground, the electronic area shall not exceed forty percent (40%) of the allowed/permitted sign face. For signs located at least ten (10) feet from the ground, the electronic area shall not exceed fifty percent (50%) of the allowed/permitted sign face.

3. The message must not change more than once every six (6) seconds.

4. Illumination shall be no greater than 7,500 nits during daylight hours and no greater than 500 nits during evening hours.

5. Audio speakers or any form of pyrotechnics are prohibited in association with an electronic changeable copy sign.

6. The leading edge of the sign must be a minimum distance of one hundred (100) feet from an abutting residential district boundary. This requirement shall not apply to permitted non-residential uses located within a residential zoning district,
including, but not limited to, public facilities and religious institutions; provided, however, that no sign shall be erected within one hundred and fifty (150) feet from any residential dwelling.

7. In any Historic Overlay District within the municipal limits of the Town of Fort Mill, electronic signs shall not be permitted to be installed, affixed or displayed in any location that is visible from a public street or right-of-way.

8. Subparagraphs 2, 6 and 7 shall not apply to any digital sign that is legally in existence as of August 1, 2011.

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

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

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

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

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

TOWN OF FORT MILL
Danny P. Funderburk, Mayor

LEGAL REVIEW
B. Bayles Mack, Town Attorney

ATTEST
Dennis Pieper, Town Manager
Dear Mr. Pantlik:

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

The Applicant’s request, as revised, was considered by the Town’s Planning Commission on October 3, 2018, pursuant to Section 16-30 of the Development Standards Ordinance of the Town of Seabrook Island. By a vote of 3-1, the Planning Commission voted to approve the granting of an encroachment permit, subject to nine conditions.

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

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

Over a period of several months, the parties formalized the general terms of the MOU into an official Settlement Agreement (hereafter, the “Settlement Agreement”). The Settlement Agreement was
subsequently approved by ordinance of Seabrook Island Town Council on September 24, 2019 (Ordinance No. 2019-10). Upon approval and execution by all signatories, the Settlement Agreement was submitted to the Court for review and approval.

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

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

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

Respectfully submitted,

Joseph M. Cronin
Town Administrator

CC: John Gregg – Mayor, Town of Seabrook Island
    Robert Driscoll – Chairman, Seabrook Island Planning Commission
    Stephen L. Brown – Town Attorney, Town of Seabrook Island
    Stephanie Tillerson – Town Administrator, Town of Kiawah Island
Exhibit A
To Encroachment Permit

Signed Encroachment Permit Form
APPLICATION FOR ENCROACHMENT PERMIT
Town of Seabrook Island

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

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

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

[Signature]
Applicant (Owner’s [Signature])

July 16, 2018
(Date)

ENCROACHMENT PERMIT PERMIT
No: EP 2019-01

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

Address: One Kiawah Island Parkway  Subdivision: Freshfields Village

Kiawah Island, SC 29455

Telephone No: 843-768-3418

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

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

Town of Seabrook Island

By: [Signature]  Date: November 22, 2019

Zoning Administrator, Town of Seabrook Island

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

1. PERMITTEE: The word "Permittee" used herein shall mean the name of the person, firm or corporation to whom this permit is issued, his, her, its heirs, successors, and assigns.

2. FUTURE MOVING OF ENCROACHMENT: If, in the opinion of The Town of Seabrook Island it should become necessary to relocate or remove the encroachment, or any part thereof contemplated herein, on account of improvements, relocation or widening of the road or street, or for any other sufficient reason, such moving or removing shall be done on demand of the duly authorized representative of the Town of Seabrook Island at the expense of the Permittee.

3. PROTECTION OF TRAVELING PUBLIC: Adequate provision shall be made for the protection of the traveling public at all times such that, during the process of the work, all necessary detours, barricades, warning signs and watchmen shall be provided by and at the expense of the Permittee. The Permittee agrees to observe all rules and regulations of the Town of Seabrook Island while carrying on the work.

4. RESPONSIBILITY: The Permittee, its successors or assigns, assumes full responsibility for any accidents to persons or damage to property, including the street or road, that may be caused by the construction, maintenance, use, moving, or removing of the encroachment contemplated herein, and agrees to indemnify the Town of Seabrook Island for any liability incurred or injury or damage sustained by it.

5. PERMIT SUBJECT TO INSPECTION: This permit shall be kept at the site of the work at all times while said work is underway, and must be shown to any representative of the Town of Seabrook Island or Law Enforcement Officers on demand.

6. STANDARDS OF CONSTRUCTION: All work shall conform to recognized standards of construction and shall be performed in a workman like manner. No pavement shall be cut, no tunneling shall be permitted and no excavation shall be made nearer than two feet to the edge of any type pavement unless specifically authorized herein. All trenches within the limits of the Roadway shall be backfilled with suitable material and thoroughly tamped in layers not greater than six inches in thickness. All pipes, conduit, cables, etc shall have a minimum cover of 30 inches.

7. PERMITTEE shall at all times comply with all provisions of the Town Code and Development Standards Ordinance of the Town of Seabrook Island.

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

[Signature]

Date: July 16, 2018  Permittee: Atlantic Partners II, LLC
Exhibit B
To Encroachment Permit

Encroachment Permit Application Form
& Construction Plans
Joseph M. Cronin  
Town Administrator/Zoning Administrator  
Town Hall  
2001 Seabrook Island Road  
Seabrook Island, SC 29455

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

Dear Joe,

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

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

We do not anticipate any disruption to any of the existing utilities in the road right of way with the construction of the new entrance. We will be providing additional details on the drainage design of the entrance way to not interfere with the existing drainage patterns along the road. Obviously, we cannot avoid some minor disruption in the existing bike and further details will be provided to address the demolition and restoration of the path to safely tie into the new entrance way as well as detail to address entry signage and lighting.
Please look over this submission and let me have any feedback as soon as it is convenient. Thanks for including this item for discussion at the upcoming Planning Commission meeting. I look forward to introducing the Commission to Richard Ackerman, Chairman & Senior Managing Principal of Big Rock Partners and Sean M. Nealon, Vice President of Operations for Big Rock Senior Living. Big Rock Partners is a well-financed, leading developer of Senior Living Facilities in Florida.

Sincerely,

Ray C. Pantlik, P.E.
Director of Development
THE UNDERSIGNED APPLICANT (OWNER) HEREBY APPLIES TO THE TOWN OF SEABROOK ISLAND FOR A PERMIT TO ENCROACH ON A PUBLIC RIGHT-OF-WAY.

(Applicant [Owner's] [Signature])

July 16, 2018

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

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

Town of Seabrook Island

By: ___________________________ Date: July 16, 2018

Zoning Administrator, Town of Seabrook Island

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

1. PERMITTEE: The word "Permittee" used herein shall mean the name of the person, firm or corporation to whom this permit is issued, his, her, its heirs, successors, and assigns.

2. FUTURE MOVING OF ENCROACHMENT: If, in the opinion of The Town of Seabrook Island it should become necessary to relocate or remove the encroachment, or any part thereof contemplated herein, on account of improvements, relocation or widening of the road or street, or for any other sufficient reason, such moving or removing shall be done on demand of the duly authorized representative of the Town of Seabrook Island at the expense of the Permittee.

3. PROTECTION OF TRAVELING PUBLIC: Adequate provision shall be made for the protection of the traveling public at all times such that, during the process of the work, all necessary detours, barricades, warning signs and watchmen shall be provided by and at the expense of the Permittee. The Permittee agrees to observe all rules and regulations of the Town of Seabrook Island while carrying on the work.

4. RESPONSIBILITY: The Permittee, its successors or assigns, assumes full responsibility for any accidents to persons or damage to property, including the street or road, that may be caused by the construction, maintenance, use, moving, or removing of the encroachment contemplated herein, and agrees to indemnify the Town of Seabrook Island for any liability incurred or injury or damage sustained by it.

5. PERMIT SUBJECT TO INSPECTION: This permit shall be kept at the site of the work at all times while said work is underway, and must be shown to any representative of the Town of Seabrook Island or Law Enforcement Officers on demand.

6. STANDARDS OF CONSTRUCTION: All work shall conform to recognized standards of construction and shall be performed in a workman like manner. No pavement shall be cut, no tunneling shall be permitted and no excavation shall be made nearer than two feet to the edge of any type pavement unless specifically authorized herein. All trenches within the limits of the Roadway shall be backfilled with suitable material and thoroughly tamped in layers not greater than six inches in thickness. All pipes, conduit, cables, etc shall have a minimum cover of 30 inches.

7. PERMITTEE shall at all times comply with all provisions of the Town Code and Development Standards Ordinance of the Town of Seabrook Island.

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

[Signature]

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

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

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

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

Critical Area within road right of way
Exhibit C
To Encroachment Permit

Consent Order & Settlement Agreement
This matter comes before the Court on a Joint Motion to Approve Settlement seeking approval of a proposed settlement of claims which involve Plaintiff’s (“Atlantic”) objections to the conditions imposed by the Town of Seabrook Island in response to Atlantic’s application for an encroachment permit.\(^1\)

On July 16, 2018, Atlantic made application to the Town for an encroachment permit to provide access to a construction site from Seabrook Island Road. On October 5, 2018, the Town’s Planning Commission granted Atlantic’s application for an encroachment permit, subject to nine specific conditions.

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

On January 24, 2019, pre-litigation mediation was conducted pursuant to S.C. Code Ann.

\(^1\) The proper Defendant in this action is the Town of Seabrook Island. The Planning Commission is a part of the Town, not a separate legal entity.
§ 6-29-1155 whereby the parties entered into a Memorandum of Understanding which set forth in general terms the resolution of the parties with respect to Atlantic’s objections to the nine specific conditions imposed by the Town’s Planning Commission.

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

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

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

**IT IS SO ORDERED**

Judge Bentley Price  
Ninth Judicial Circuit

Charleston, SC  
Dated: __________________

<Consent Signature Page Follows>

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

WALKER GRESSETTE FREEMAN & LINTON, LLC

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

Attorney for Atlantic Partners II, LLC

WE SO CONSENT

YCRLAW, LLC

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

Attorney for Town of Seabrook Island
and The Planning Commission of the Town of Seabrook Island
Case Caption: Atlantic Partners II LLC VS Seabrook Island Town of
Case Number: 2018CP1005041
Type: Order/Approval Of Settlement

IT IS SO ORDERED!

/s Hon. Bentley D. Price, Circuit Judge 2766
STATE OF SOUTH CAROLINA  
COUNTY OF CHARLESTON  
ATLANTIC PARTNERS II, LLC,  

PLAINTIFF,  

vs.  
TOWN OF SEABROOK ISLAND AND  
THE PLANNING COMMISSION OF  
THE TOWN OF SEABROOK ISLAND,  

DEFENDANTS.  

IN THE COURT OF COMMON PLEAS  
NINTH JUDICIAL CIRCUIT  
CASE NO. 2018-CP-10-05041  

SETTLEMENT AGREEMENT

THIS AGREEMENT is made and entered into this ___ day of __________, 2019, by and between Atlantic Partners II LLC, a South Carolina limited liability company (hereinafter “Atlantic”), BRP Kiawah, LLC, a real estate investment and development company (hereinafter the “Developer”), Balfour Beatty Construction, LLC, a provider of general contracting services (hereinafter, “BB”), and the Town of Seabrook Island, South Carolina (hereinafter, the “Town”).

WHEREAS, Atlantic owns certain real property located within the municipal limits of the town of Kiawah Island (the “Construction Site”), and its affiliate, Kiawah Partners, is coordinating with the Developer the construction of a 200 unit community for seniors (hereinafter “SLF”) on the Construction Site; and

WHEREAS, the Developer has engaged BB to construct the SLF; and

WHEREAS, On July 16, 2018, Atlantic made application to the Town for an encroachment permit to provide access (“the Encroachment”) to the Construction Site from Seabrook Island Road (“SIR”) which is entirely within the municipal limits of the Town; and

WHEREAS, Under the Town’s ordinances, an application for an encroachment permit is referred to the Town’s Planning Commission for review and approval prior to the issuance thereof; and

WHEREAS, On October 5, 2018, the Town’s Planning Commission granted Atlantic’s application for an encroachment permit, subject to nine specific conditions; and
WHEREAS, Atlantic took exceptions to each of the nine conditions imposed by the Planning Commission and on October 19, 2018, filed a Notice of Appeal in the Charleston County Court of Common Pleas against the Town and its Planning Commission pursuant to S.C. Code Ann. § 6-29-1150(D)(1); and

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

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

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

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

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

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

A. BB shall provide the Consultant with its best estimate of the number and type of vehicles which will be used in the construction of the SLF by construction phase and such other information and documentation as the Consultant shall deem reasonably necessary for it to complete the TIA and TTCP in a prompt and professional manner.

B. The TTCP shall be completed, and to the extent applicable, the traffic control measures identified therein implemented prior to the use of the Easement for Construction Traffic.

C. Atlantic, the Developer and BB shall each, as identified herein, implement and adhere to the stipulations contained in this Agreement and in the TTCP.

D. If the Consultant concludes in the TTCP that it will be necessary to place a limit on the number of construction vehicles which may enter the Construction Site through the Encroachment on a daily basis in order to ensure that the LOS at the intersection of the Encroachment and SIR is not significantly less than the current LOS, then BB shall limit the number of vehicles entering the Construction Site on a daily basis accordingly.

E. The Consultant shall consider whether it is necessary to include in the TTCP a requirement for one or more flag persons on SIR, in addition to those provided for elsewhere herein.

F. The Consultant shall, at Atlantic’s cost and expense, periodically review the effectiveness of the TTCP together with any complaints or concerns the Town

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1 When used in this Agreement, unless stated to the contrary, (“Bicycle Path”) shall refer to the existing or redesigned path.
may have received from its residents regarding their interaction with Construction Traffic. Based upon such review, and after consultation with both the Town and Atlantic, BB, or the Developer as appropriate, the Consultant shall make such modifications to the TTCP as it shall in its sole and professional judgment deem appropriate. Such modifications shall be implemented as promptly as is reasonably practicable by the Developer and BB as may be required of each.

2. BB shall appoint Tim Spano as the traffic supervisor ("Traffic Supervisor") for the SLF construction project. The Traffic Supervisor's responsibilities shall include:

A. Implementing all of the stipulations imposed upon the Developer and BB as set forth in this Agreement and in the TTCP.

B. Serving as liaison to the Town with respect to all Construction Traffic issues, and in that regard shall be available both for regular meetings in person with the Town and with the Town by telephone on a 24/7 basis.

C. With the Town Administrator prior to the start of construction, meet with the Charleston County Sheriff's Office, St. Johns Fire Department and Charleston County EMS to develop contingency plans acceptable to each of these agencies to ensure that during the construction of the SLF, each agency will have uninterrupted access to and exit from the Town in the event of an emergency.

D. No later than noon on each Friday afternoon during the construction period, providing the Town with written updates on the scheduled work, and scheduled deliveries to the SLF for the following week and any potential SIR traffic impacts thereof.

E. As soon as reasonably practical, advising the Town of any incident or condition which has occurred on SIR or Bicycle Path in the vicinity of the Encroachment that may impair vehicle traffic on SIR or bicycle or pedestrian traffic using the Bicycle Path.

F. Assisting the Town in the preparation of periodic public information statements.

Traffic Supervisor shall at all time remain fully responsible for the discharge of the requirement of subparagraphs A through F, of this paragraph 2. Mr. Spano may temporarily delegate such responsibility to other BB supervisory personnel in those instances when Mr. Spano is not physically present on the project. Prior to such delegation of responsibility, Mr. Spano shall ensure that the BB supervisory personnel to whom the responsibility has been delegated is both fully informed of the provisions herein and the TTCP and fully capable of implementing its specific requirements. Prior to use of the Encroachment for Construction Traffic, Mr. Spano shall provide the Town Administrator with the names and cell phone numbers of no more than three (3)
supervisory personnel whom BB designates as delegates of Mr. Spano for purposes of his role as Traffic Supervisor, all of whom would have the qualifications required by the Agreement who will perform the role in those instances where Mr. Spano is not on site. Mr. Spano will identify such supervisory personnel in order as his primary, secondary, and tertiary designates, and will update the names and cell phone numbers of BB’s delegates from time to time as required. If BB replaces Mr. Spano (or any successor to Mr. Spano) for any reason prior to the issuance of a Certificate of Occupancy for the SLF, it shall, within five (5) business days, appoint a successor Traffic Supervisor who shall be certified as a traffic supervisor by the American Traffic Safety Services Association (“ATSSA”) or other organization recognized by the SCDOT as providers of work zone traffic control training. The name and 24/7 contact information of the successor Traffic Supervisor shall be promptly provided to the Town by BB.

3. Prior to the use of the Encroachment for Construction Traffic, BB will construct all off site road improvements on SIR leading to the SLF (“Improvement to SIR”). The Improvement to SIR shall be constructed as described in Atlantic’s revised application and Final Plans\(^2\) received by the Town on August 24, 2018 and as otherwise required by applicable statutes, regulations and this Agreement. Work on the Improvement to SIR will be completed within ninety (90) days after BB has first mobilized to perform the Improvement to SIR. BB shall notify the Town as soon as reasonably practicable that it has mobilized to perform the Improvement to SIR.

A. All work done on the Improvement to SIR shall be performed during non-peak hours on SIR as identified in the Traffic Impact Analysis prepared by Thomas & Hutton as revised in August 23, 2018 (“Non-Peak Hours”).

B. All work on the Improvement to SIR shall be coordinated in advance with the Town.

C. At all times during the work on the Improvement to SIR, BB shall station a dedicated ATSSA certified flag person at the Improvement to SIR to control inbound traffic from Betsy Kerrison Parkway, and as required outbound SIR traffic heading toward the Kiawah Seabrook Circle. Should it become necessary during the work on the Improvement to SIR to close one lane, the appropriate number of flag persons shall be stationed so as to be in a position to effectively monitor and control oncoming traffic.

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\(^2\) "Final Plans" shall mean the plans prepared by Thomas & Hutton dated August 7, 2018 and reviewed and conditionally approved by the Planning Commission on 10/3/2018 (Ex 1 – General Layout and Ex 2 – Staking and Signage Plan).
D. Following completion of the construction of the Improvement to SIR, BB will repair, at its sole cost and expense, any damage to SIR caused by the work thereon and identified by the Town.

4. In addition to any of the conditions or stipulations which may be identified in the TTCP, Atlantic, the Developer and BB shall each, as may be applicable to them, implement and adhere to the following traffic control measures with respect to Construction Traffic entering to and exiting from the Construction Site through the Encroachment:

A. Access of Construction Traffic to the Construction Site by means of the Encroachment shall be limited to vehicles with three (3) or more axles which, for this purpose, shall include two axle vehicles towing a trailer. All two-axle vehicles must enter the Construction Site through Freshfields Village. All suppliers of materials to the Construction Site will be advised by BB in advance of any delivery and in writing of all of the requirements in this Paragraph 4.

B. In order to appropriately and uniformly spread the arrival times of Construction Traffic using the Encroachment, vehicles authorized by Paragraph 4A to enter the Encroachment will arrive at the Encroachment at intervals no closer than ten (10) minutes apart. As the traffic patterns of the various roads leading to the Construction Site are difficult to predict, the Town agrees it is appropriate to provide arriving Construction Traffic a degree of leeway. Accordingly, infrequent (which for this purpose shall mean five percent (5%) of the Construction Traffic utilizing the Encroachment as contemplated by Paragraphs 4A and 4B in any Monday through Saturday period) deviations of no more than two (2) minutes from the prescribed ten (10) minute interval shall not be considered violations for purposes of this Paragraph. BB will at all relevant times be in telephone communication with truck dispatchers to coordinate the arrival time limitation set forth in this Paragraph 4B. Suppliers must be instructed to contact the Traffic Supervisor in advance of arrival for instructions to ensure appropriate arrival times. Should there be a delay in delivery, the oncoming supplier should be directed by the Traffic Supervisor to delay its anticipated arrival time. Violation of the arrival time limitation may cause vehicles to backup or “stack” either entering or exiting the Encroachment. BB shall undertake reasonable efforts to avoid a “stacking” of vehicles entering or exiting the Encroachment which shall include setting aside an area (i) within the Construction Site where vehicles exiting the Encroachment and (ii) use of an area north of the Freshfield’s traffic circle where vehicles entering the Encroachment may temporarily park if BB were to secure such a location.

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

D. BB’s normal work week shall be Monday through Saturday. The Town understands that in unusual and limited circumstances deliveries may be required to be made on Saturdays. Unless requested by BB and agreed to in advance and in writing by the Town (which shall only be agreed under unusual and limited circumstances), no deliveries shall be permitted to enter or exit the Construction Site through the Encroachment after 8:00 AM on Saturdays or at any time on Sundays.

E. Other than for (i) construction of the proposed Improvement to SIR, (ii) concrete pours, (iii) Special Need work (as defined below), and (iv) any other work as may be approved by the Town in advanced in writing, no Construction Traffic shall be permitted to use the Encroachment during periods of darkness, which shall be defined for this purpose as any time from one-half hour after sunset to one half hour prior to sunrise. The term "Special Need" shall be defined as that work which is reasonably and necessarily required to address immediate fire or electrical hazards, plumbing leaks or other conditions requiring immediate attention, the delay of which would cause risk to life or health or significant damage to property. During all of the work described in (i) through (iv) of this subparagraph E, ATSSA certified flag-persons shall be appropriately stationed, and traffic control measures shall be appropriately implemented to maximize the safety of SIR vehicular traffic and pedestrians and bicyclists using the Bike Path.

F. All concrete pours will be coordinated by the Traffic Supervisor at least twenty-four (24) hours in advance with the Town and will take place during Non-Peak Hours. As stated in subparagraph E, these concrete pours may occur during periods of darkness.
G. Other than for Special Need work, Construction Traffic shall not be permitted to utilize the Encroachment on any Town Holiday. To the extent reasonably practical, all Special Need work shall be coordinated by the Traffic Supervisor with the Town in advance. Where any recognized Town holiday falls on either a Monday or Friday, except for Special Need work, Construction Traffic shall not be permitted to enter the Construction Site through the Encroachment on the holiday itself, and in the case of holidays falling on a Monday, on the immediately preceding Friday, and in the case of holidays falling on a Friday, the immediately following Monday.

H. On any other day where anticipated traffic volumes on SIR are of a particular concern to the Town (e.g., the Bohicket Marina Bill Fish Tournament), the Town shall provide reasonable advance notice to BB in order that accommodations therefore may be made. Such accommodations shall be timely communicated to the Town Administrator.

I. Other than for Special Need work, no Construction Traffic shall be permitted on SIR on any day when the Town Administrator has determined, and so notifies BB, that the surface thereof has become hazardous on account of weather conditions or when the Governor has declared a state of emergency for areas including either Kiawah Island or Seabrook Island.

J. In addition to adherence to all of the stipulations set forth in the TTCP and this Agreement, entrance to and exit from the Construction Site through the Encroachment by vehicles required to carry Hazardous Material Administration hazardous material placards shall require 24 hours advanced notice to and coordination with the Town.

K. Other than construction vehicles and equipment necessary for construction of the Improvement to SIR, no parking shall be allowed on SIR or the shoulder thereof.

L. All Construction Traffic signs will conform to the requirements of the South Carolina Department of Transportation Procedures and Guidelines for Work Zone Traffic Control Design and shall conform to the recommendations in the TTCP.

M. BB shall, on a basis no less frequently than daily, keep SIR in the immediate vicinity of the Encroachment clean of dirt and debris from the Construction Site and remove any dirt and debris from SIR which has been deposited by vehicles entering or exiting the Construction Site through the Encroachment.

N. It is anticipated that the Professional Golf Association Championship will be played at Kiawah Island’s Ocean Course in late May of 2021. It is likewise anticipated that the Kiawah Island Golf Resort will request an encroachment permit from the Town to allow for parking for the tournament. If the Town grants
such encroachment permit, the Encroachment shall not be used for Construction Traffic during the week (Monday through Sunday) the championship is being played.

5. It is the intent of the Developer to relocate and redesign that portion of the Bicycle Path which is the subject of the Grant of Non-Exclusive Easement between Atlantic and the Town dated February 28, 2008 ("Easement").

A. BB shall ensure that the existing Bicycle Path in the immediate vicinity of the Encroachment remains functional and operational until the redesigned and relocated Bicycle Path has been constructed and is available for use by the general public.

B. At all times when Construction Traffic is either present or anticipated on SIR, BB shall station two (2) flag-persons (each ATSSA certified), one (1) on either side of the Encroachment where the Encroachment crosses the Bicycle Path to ensure that pedestrian and bicycle traffic is protected. The flag persons shall be advised on a periodic basis that the Bicycle Path is frequently used by vulnerable users such as children, the elderly, handicapped individuals, and visitors and that they are to exercise caution accordingly.

C. BB will install a warning surface (e.g., rumble strips) on the Bicycle Path in order to alert the users thereof to the possibility of approaching traffic.

D. BB shall maintain the Bicycle Path in the immediate vicinity of the Encroachment free and clear of dirt, loose gravel and construction debris.

E. BB shall at all times maintain the Bicycle Path in the immediate vicinity of the Encroachment in good condition and repair. Any condition which may present an impediment or potential safety hazard to users of the Bicycle Path shall be immediately repaired by BB.

6. At the sole cost and expense of Atlantic, the Town will select a civil engineering firm to conduct pre and post construction analysis of SIR to determine the extent, if any, of damage to SIR from the Kiawah-Seabrook Circle to the Encroachment caused as consequence of the Construction Traffic (the "Damage"). For this purpose, the term Damage shall be interpreted in its broadest sense and shall include, but not be limited to, damage to the road’s surface, subsurface and drainage facilities. The post-construction analysis, if any, shall be initiated within fifteen (15) business days after BB notifies the Town and the Developer under the construction contract that the SLF is substantially complete and shall be completed as promptly as is reasonably practicable. Copies of the analysis shall be provided to BB, Atlantic and the Developer. Atlantic will pay the cost
and expense of the civil engineering firm within thirty (30) days of being invoiced by the Town therefore.

7. Atlantic and/or the Developer will be responsible for any Damage to SIR caused as a consequence of the Construction Traffic. For this purpose, any degradation in the condition of the road identified in the pre and post construction analysis shall be presumed to have resulted as a consequence of the Construction Traffic, unless Atlantic or Developer demonstrates to the satisfaction of G. Robert George and Associates that the cause of the Damage was not the consequence of the Construction Traffic. Atlantic will post financial security to ensure the repair of any Damage. Such financial security shall be in the form of a surety bond, letter of credit (issued by a commercial bank with a Standard & Poor’s credit rating of AA or better, drawable at a bank office in Charleston, South Carolina and otherwise on terms and conditions reasonably acceptable to the Town) or cash bond. The financial security shall be in the amount of One Hundred Fifty Thousand Dollars ($150,000.00).

8. BB shall be responsible for any violation of the TTCP, any of the terms of this Agreement or any applicable Town ordinance committed by either it, its contractors, subcontractors, independent contractors or suppliers as the case may be. The Town shall provide Atlantic, the Developer and BB (each hereinafter sometimes referred to as a “Notified Party”, or collectively the “Notified Parties”) with written notice of any violation of the terms hereof by any of them of the TTCP, applicable Town ordinances, or any provision of this Agreement. The first violation of any of subparagraphs 4(A), 4(B), 4(C), 4(E), 4(F), 4(J), 4(K) or 5(D) hereof shall not result in a fine, but a warning notice only. The Town shall send BB a notice of violation for the second and all subsequent violations of each of Subparagraphs 4(A), 4(B), 4(C), 4(E), 4(F), 4(J), 4(K) or 5(D) hereof, all violations of any of the other terms hereof, the TTCP or the applicable Town ordinance(s) shall be punished by a fine of up to Five Hundred Dollars ($500.00) in the discretion of the Town judge as provided for in Section 1-7 of the Town’s ordinance. Each such violation shall be considered a separate offense and other than the Town’s right to revoke the Encroachment as set forth in the following Subparagraph 8(A) below, the Town shall have no other penalty or remedy for any such violation. The written notice of violation referenced in this Paragraph 8 shall include a statement that the Notified Party may contest the violation and request a hearing (which shall be conducted following the usual and customary procedures and rules of the Town’s municipal court for conducting the court’s business) at the next regularly scheduled session of the Municipal Court of the Town before the judge of the Municipal Court by filing a written notices thereof with the Town Administrator copied to the Town within thirty (30) days following its receipt of the written notice of violation. In the event of a decision by the municipal judge adverse to a Notified Party, such Notified Party shall have the right to appeal from the sentence or judgment of the municipal court to the Charleston County court of common pleas. Notice of the intention to appeal, setting forth the grounds for
appeal, shall be given in writing and served on the municipal judge or the municipal court clerk within ten (10) days after the judgment is rendered, or the appeal shall be deemed waived. The procedures set forth in Chapter 10 of the Town’s municipal code shall apply to any such appeal.

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

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

9. In order to provide the Town with a capability to monitor the parties’ compliance with the TTCP and the terms of this Agreement, Atlantic shall reimburse the Town for its purchase of equipment to monitor traffic entering and leaving the construction site through the Encroachment. Such equipment shall be capable of recording both the number of vehicles utilizing the Encroachment and the date and arrival times thereof. Atlantic shall also reimburse the Town for its purchase of a “door bell” type camera capable of recording discernable images of the arrival and departure of Construction Traffic entering and exiting the Construction Site through the Encroachment.

10. Conditions 2-9 as set forth in the Notice of Conditional Approval dated October 5, 2018 (“Notice”) shall be revised and agreed to as follows:

A. Condition 2 of the Notice shall be revised to read as follows: “Atlantic, the Developer and their respective successors and assigns each agree to comply with all of the provisions, terms, conditions and restrictions set forth in Atlantic’s July 16, 2018 Application for Encroachment Permit and the terms of this Settlement Agreement and each agree to inform their members, agents, contractors, subcontractors as well as any person or entity utilizing the Encroachment of Such terms, conditions and restriction and the need to comply therewith. Copies of
such terms and restrictions shall be provided by Atlantic to BB and to all other persons or entities utilizing this Encroachment.”

B. Condition 3 of the Notice shall be revised to read as follows: “Atlantic and the Developer, their assigns and successors, warrant that they will pay any and all expenses incurred by the Town as a result of expenses incurred or damages suffered by the Town and/or its residents as a result of increased storm water runoff from the SLF. Final storm water plans for the improvement within the SIR right of way shall be subject to review and approval by the Town prior to the commencement of construction activities, such approval not to be unreasonably withheld if Atlantic’s NPDES permit is reviewed and approved by SCDHEC.”

C. Condition 4 of the Notice shall be revised to read as follows: “Atlantic, the Developer and their successors or assigns, assumes full responsibility for any accidents to persons or damage to property, including the street or road, that are caused or alleged to be caused by the construction, maintenance, use, moving, or removing of the Encroachment contemplated herein, and each agrees to indemnify and defend (with attorneys reasonably acceptable to the Town) the Town for any liability incurred or injury or damage sustained by it, together with reasonable attorneys’ fees.”

D. Condition 5 of the Notice shall be revised to read as follows: “The Grant of Non-Exclusive Easement dated February 28, 2008 wherein Atlantic granted the Town, a “Bike and Pedestrian Easement” is hereby amended by deleting therefrom paragraph 3 in its entirety, and renumbering the following paragraphs accordingly. All other terms and conditions of such grant of easement are hereby ratified and confirmed. Nothing in this condition or the request therefore, shall be construed as a waiver of any of the immunities granted to the Town under the South Carolina Tort Claims Act. Prior to the construction of the relocated Bicycle Path, Atlantic shall grant and the Town shall accept a grant of non-exclusive easement for the relocated Bicycle Path on the same terms and conditions as the previously granted easement as modified herein.”

E. Condition 6 of the Notice shall be revised to read as follows: “Promptly following the execution hereof, the parties will meet with John Tarkaney to get his recommendation regarding the Developer’s mitigation of the trees required to be removed to construct the entrance to the SLF. Prior to the commencement of any work on the Improvement to SIR, the Town and the Developer shall agree upon and execute a mitigation plan for the trees that shall be removed to construct the new entrance. All new trees provided for in the mitigation plan shall be planted before Atlantic or BRP Kiawah, LLC receive a certificate of occupancy from the Town of Kiawah.” Any cost or expense associated with Mr. Tarkaney’s services shall be borne by Atlantic.
F. Condition 7 of the Notice shall be revised to read as follows: “Applicant and the Developer, their members, successors and assigns, warrant that during the construction phase they will keep the surface for the portions of the Bicycle Path in the vicinity of the Encroachment in good condition and repair. Once the SLF is operational, the Developer, its successors and assigns shall be responsible for the maintenance and repair of the Bicycle Path at the intersection of the Encroachment and the Bicycle Path.”

G. Condition 8 of the Notice is revised to read as follows: “The Developer and Atlantic shall select and locate permanent vehicular and bicycle traffic signage associated with the SIR entrance to the SLF at the sole expense of Atlantic and the Developer. The design and color of such signage shall, to the extent not inconsistent with applicable law, rule or regulation, comply with the sign ordinances of the Town. The size and color of all permanent signs posted on SIR and in the immediate vicinity of the Bicycle Path shall be consistent with other signs currently posted by the Town in these areas.” The location, materials and design of all temporary and permanent signs posted on SIR and the Bicycle Path shall conform to the recommendations in the TTCP. BB will install such temporary traffic control signs on SIR and the Bicycle Path as may be required by the South Carolina Procedures and Guidelines for Work Zone Traffic Control Design and as recommended in the TTCP. The size and color of all permanent signs posted on SIR and the Bicycle Path shall be consistent with other signs posted by the Town in these areas.

H. Condition 9 of the Notice is deleted in its entirety, and in lieu thereof, Atlantic and the Developer, for themselves, their respective members, successors and assigns each confirm the applicability of condition 2 of the Atlantic application dated July 16, 2018.³

11. This Agreement shall be construed as if each party played an equal role in its drafting and no preference or rule of construction shall be held against any party as the drafting party of the Agreement. All parties shall be responsible for their own costs and attorneys’ fees in settlement of case number: 2018-CP-10-05041.

12. This Agreement was brought before Town Council for the Town of Seabrook Island on September 24, 2019 for approval pursuant to S.C. Code Ann. § 6-29-1155. By vote of 5-0, Town Council approved this Settlement Agreement and authorized the Mayor to execute it.

13. In accordance with S.C. Code Ann. § 6-29-1155(G), this Agreement will be reviewed and approved by a Circuit Court Judge for the Ninth Judicial Circuit, and found to have a

³ A copy of this condition is attached and incorporated by reference as Exhibit A.
rational basis in accordance with the standards of S.C. Code Ann. § 6-29-310, et seq before it shall be binding on the signatories.

14. The Applicant, Atlantic Partners II LLC, the general contractor, Balfour Beatty Construction, LLC ("BB") and the Developer, BRP Kiawah, LLC, as well as the Town, enter into this Agreement freely and voluntarily. In that each of the above-referenced parties has obligations and responsibilities under this Agreement, each shall be a signatory to and bound by its terms and conditions that specifically apply to them as well as the order of Circuit Court. Each will enter into a consent motion seeking the issuance of an order approving this Agreement and their respective obligations hereunder.

15. The rights and obligations of the parties as set forth in Paragraph 8, and any right or obligation of the parties set forth in this Agreement which either by its express terms or nature and context is intended to survive termination or expiration of this Agreement and construction of the proposed SLF, will survive any such termination or expiration and construction.

16. All required notices shall be provided in writing sent via US Mail and email as follow:

**Town of Seabrook Island:**

Town Administrator Joseph Cronin (jcronin@townofseabrookisland.org)

Mailing Address:

2001 Seabrook Island Road
Seabrook Island, SC 29455

With a courtesy copy via US Mail and email

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

Mailing Address:

25 Calhoun Street, Suite 400
Charleston, SC 29401

**Atlantic Partners II LLC:**

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

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

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

BRP Kiawah, LLC

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

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

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

By: Ronald J. Ciancio
Its: Mayor
Date: 9.27.19

WITNESS

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WITNESS

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WITNESS

______________________________

WITNESS

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EXHIBIT A
Balfour Beatty Construction, LLC:

BRP Kiawah, LLC

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

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

WITNESS

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

WITNESS

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

BRP Kiawah, LLC
By: Richard Ackerman
Its: Manager
Date: 9/12/2019

EXHIBIT A
Balfour Beatty Construction, LLC:

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

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

BRP Kiawah, LLC

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

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Town of Seabrook Island
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Its: Mayor
Date: __________________________

WITNESS

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

WITNESS

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

WITNESS

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

EXHIBIT A
Balfour Beatty Construction, LLC:

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

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

BRP Kiawah, LLC

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

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WITNESS

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

WITNESS

Balfour Beatty Construction, LLC
By: John F. Heuer, Jr., Esq.
Its: Sup/CLO
Date: September 9, 2019

WITNESS

Atlantic Partners II, LLC
By:
Its:
Date:

WITNESS

BRP Kiawah, LLC
By:
Its:
Date:

EXHIBIT A