Mr. Mike A. Brown *District 1*	**Mayor R. Keith Summey**	**Ms. Dorothy Williams** *District 6*
Ms. Rhonda Jerome *District 2*	**NORTH CHARLESTON CITY COUNCIL** **City Hall, City Council Chambers**	**Mr. Samuel L. Hart** *District 7*
Ms. Virginia Jamison *District 3*	**2500 City Hall Lane** **North Charleston, SC**	**Mr. Bob King** *District 8*
Mr. Ron Brinson *District 4*	**December 4, 2023**	**Mr. Kenny Skipper** *District 9*
Mr. Jerome Heyward *District 5*	**Immediately Following Committee of the Whole**	**Mr. Michael Brown** *District 10*

Call to Order	Mayor Summey
Invocation	Mayor Summey
Pledge of Allegiance	Mayor Summey

MINUTES

1.	Defer Minutes from the November 21, 2023, City Council Meeting	Request to Approve

INTRODUCTION OF BILLS AND RESOLUTIONS

2.	A Resolution Awarding Jamestown LP as Master Developer for a 70-Acre Riverfront Development Opportunity at the Former Charleston Naval Complex	Resolution
3.	An Ordinance Authorizing the Mayor to Execute a Purchase and Sales Agreement for the Conveyance of 37.19 acres of land including TMS # 400-00-00-047, 400-00-00-065, 400-00-00-071, 400-00-00-109, 400-00-00-218, 400-00-00-217, and 400-00-00-072 to Jamestown, L.P.	Public Hearing First Reading
4.	An Ordinance Authorizing the Mayor to Execute a Development Agreement between the City of North Charleston and Jamestown LP	First Reading
5.	Request for Approval to Sell Lots Identified Under the Approved Olmsted Park Planned Development District (PDD) (District 10)	Request to Approve

OTHER BUSINESS
EXECUTIVE SESSION, IF NEEDED
ADJOURN

NORTH CHARLESTON CITY COUNCIL
AGENDA ITEM

Meeting of December 4, 2023

Date: November 27, 2023

Item Titles: A. A Resolution Awarding Jamestown L.P., WECCO, Weaver Capital Joint Venture as Master Developer for a 70-Acre Riverfront Development Opportunity at the Former Charleston Naval Complex

B. An Ordinance Authorizing the Mayor to Execute a Purchase and Sales Agreement for the Conveyance of 37.19 Acres of Land including TMS # 400-00-00-047, 400-00-00-065, 400-00-00-071, 400-00-00-109, 400-00-00-218, 400-00-00-217, and 400-00-00-072 to Navy Yard Master JV, LP

C. An Ordinance Authorizing the Mayor to Execute a Development Agreement between the City of North Charleston and Storehouse Partners, LLC, Powerhouse Partners, LLC, Three Sisters Partners, L.P., Navy Land Partners, L.P., Navy Infirmary Partners, L.P., Southeastern Value Puritan Mill, L.P., Saint Johns Partners, L.P., Fire Station Partners, L.P. (Navy Yard Master JV, L.P.)

Submitted By: Legal/Executive

Contact Person: Adam MacConnell, Megan Clark, Bruce Berlinsky, Kriston Neely, Denise Badillo

SUMMARY EXPLANATION:

A Request for Qualifications for a Master Developer for the 70-Acre Navy Yard North property was published, soliciting qualified developers to provide and implement a plan for a dynamic, mixed commercial/residential development on the Former Navy Yard Site which enhances and protects public access to the Cooper River and honors the natural and cultural heritage of the area in alignment with the "Battery Park Master Plan." Seven responses to the RFQ were received and analyzed by the Evaluation Committee based on a number of factors, including the development vision; qualifications of project team; quality of projects previously developed; feasibility and response to market conditions; experience with public-private partnerships; engagement with stakeholders; financial feasibility; project timeframe; experience collaborating with the military and federal government; utilization of funding opportunities including opportunity zones, and knowledge and understanding and previous work and investments in the City of North Charleston. The Evaluation Committee recommended Jamestown L.P., WECCO, Weaver Capital Joint Venture for consideration based on their ability to meet the criteria of the

RFQ, and, in June, City Council authorized staff to enter negotiations. After several months of negotiations, staff is recommending approval of the documents below for the transfer, sale, and development of the Navy Yard North properties, as detailed in the following list.

A: A Resolution Awarding Jamestown L.P., WECCO, Weaver Capital Joint Venture as Master Developer for a 70-Acre Riverfront Development Opportunity at the Former Charleston Naval Complex.

The Resolution grants authorization to Jamestown L.P., WECCO, Weaver Capital Joint Venture as the master developer, facilitating ongoing collaboration with the City for the comprehensive redevelopment of the 70-acre site.

The development of the mixed-use Navy Yard North area will include at a minimum: 100,000 sq ft of commercial area, 1400 residential units, and 20 acres of public open space, including the reconstruction of Pier Alpha. The proposed project will invest over a billion dollars on the Navy Yard over the next 30 years.

B. An Ordinance Authorizing the Mayor to Execute a Purchase and Sales Agreement for the Conveyance of 37.19 Acres of Land including TMS # 400-00-00-047, 400-00-00-065, 400-00-00-071, 400-00-00-109, 400-00-00-218, 400-00-00-217, and 400-00-00-072 to Navy Yard Master JV, LP

The Purchase and Sale Agreement is for the conveyance of 37.19 acres of land including TMS #400-00-00-047, 400-00-00-065, 400-00-00-071, 400-00-00-109, 400-00-00-218, 400-00-00-217, and 400-00-00-072.

The purchase price of $10,748,000 is based on the appraised value of the developable land (27 acres) at the appraised value of $400,000 per acre (see attached appraisals). Approximately 10 of the 37 acres will be used for public infrastructure (roads, parks, and green space) and will not be included in the purchase price. The agreement also includes the following:

a. The option to purchase the 21-acre Department of Defense (DOD) property (TMS #400-000-00-40) at a cost of $400,000 per acre once the City acquires title to the property. The 2023 National Defense Authorization Act (NDAA) allows for the transfer of the 21 acres to the City after the current facilities on the Navy Base are replaced with "like kind" facilities on the Naval Weapons Station, to which the DOD operations to be relocated. The Developers are agreeing to enter into an agreement to purchase the DOD property when available.

b. The establishment of an escrow holdback agreement to utilize funds from the pending 37-acre property purchase for initiating essential public infrastructure

investments in the project, encompassing parks, roads, stormwater management, and waterfront amenities; and

c. A repurchase option for the City, allowing the acquisition of some or all of the sold property if the developer fails to meet the established development milestones and timelines outlined in the Development Agreement.

C. An Ordinance Authorizing the Mayor to Execute a Development Agreement between the City of North Charleston and Storehouse Partners, LLC, Powerhouse Partners, LLC, Three Sisters Partners, L.P., Navy Land Partners, L.P., Navy Infirmary Partners, L.P., Southeastern Value Puritan Mill, L.P., Saint Johns Partners, L.P., Fire Station Partners, L.P. (Navy Yard Master JV, L.P.)

The Development Agreement (DA) includes the Navy Base north properties as well as Jamestown's 22 parcels totaling approximately 62 acres on the former Navy Base, and provides for the following:

a. The properties to be developed align with the existing mixed-use zoning of the Navy Base Redevelopment District Zoning (NBRD) and the vision of the Battery Park Master Plan for the Navy Yard North properties. The conceptual plan incorporated into the DA identifies the development of 100,000 sq ft of commercial and over 1400 units of multi-family residential development on the Navy Yard North properties, as well as 1579 multi-family units, 273,000 sq ft of office, and 452,000 sq ft of commercial in the Navy Yard South area.

b. The developer has agreed to provide a 10,000 sq ft civic facility used for a governmental purpose, which could include public safety and additional municipal office space.

c. A minimum of 17 % of the total number of multi-family units developed on the Navy Yard North site must be developed as “attainable housing” defined as “residential dwelling [units] for which the occupants have an aggregate household income equal to or less than120% of the Area Median Income” – thus equating to approximately 250 affordable housing units in the development.

d. While the SC Attorney General has presented an Opinion that the City cannot legally mandate a percentage of participation, Disadvantaged Business Enterprises (DBE) will be encouraged to participate in the development of the property. Jamestown has committed to 15% DBE participation and has created innovative business development and workforce training programs to help facilitate this effort.

e. Development could begin as early as 2024 and would continue through 2050 - and beyond The development agreement is a 5-year term, with the option to renew for two five-year terms upon compliance with the terms of the agreement. The DA provides a development schedule, including a timeline for the development of the various properties.

Based on the developer's proven ability to execute a master development on the former Naval Base to create a dynamic, mixed-use space that includes attainable housing and encourages disadvantaged business participation, along with the proposed sale of all properties at their current appraised value, staff recommends approval of the attached agreements.

OVERVIEW OF THE DEVELOPMENT AGREEMENT AND PURCHASE AND SALE AGREEMENT TERMS

City to Receive:

Purchase Price for 27+ developable acres: $10,748,000
Right to Repurchase if the development does not meet established milestones
Workforce Housing Goals (17%, 250 units minimum)
Disadvantaged Business Participation Goal (15% minimum)
Support Disadvantaged Business Incubator/Workforce Training
10,000 sq ft Municipal Facility Site
Development of Public Access to Waterfront
Pier Alpha Rebuilt
Permanent seats on the Property Owners Association and Design Review Boards
Activation of Building 1601 to kickstart the development
Enhanced tax revenue of hundreds of millions of dollars over the next 30-years.
Support for Federal Government (DOD) property acquisition

Navy Yard Master JV. to Receive:

Lock in the Zoning for 5 Years with extensions, provided development milestones are met
Reinvestment of land purchase monies to support immediate infrastructure investments
Public ownership of roads, alleys and pedestrian facilities
TIF reimbursement of public infrastructure
Commitment to bond TIF once a sufficient tax increment is established
Maintenance Agreements for significant public spaces
Support for grants and other infrastructure funding sources
Option to Purchase DOD property once transferred to City ($400K/Acre)

Resolution #2023-

A RESOLUTION

AWARDING JAMESTOWN L.P., WECCO, WEAVER CAPITAL JOINT VENTURE AS MASTER DEVELOPER FOR A 70-ACRE RIVERFRONT DEVELOPMENT OPPORTUNITY AT THE FORMER CHARLESTON NAVAL COMPLEX

WHEREAS, City Council adopted Resolution 1996-41 establishing procedures for Obtaining professional services; and

WHEREAS, the City of North Charleston Currently owns 50+ acres of land on the former Charleston Naval Complex and has to opportunity to acquire 20+ more acres from the Federal Government in the future, and

WHEREAS, Jamestown L.P., WECCO, Weaver Capital Joint Venture, have been selected as the Master Developer for a 70-acre riverfront development opportunity at the former Charleston Naval Complex for the City by an evaluation committee established and approved by City Council.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH CHARLESTON, IN COUNCIL ASSEMBLED, THAT THE MAYOR IS HEARBY AUTHORIZED TO AWARD JAMESTOWN L.P., WECCO, WEAVER CAPITAL JOINT VENTURE AS MASTER DEVELOPER FOR A 70-ACRE RIVERFRONT DEVELOPMENT OPPORTUNITY AT THE FORMER CHARLESTON NAVAL COMPLEX, A COPY OF WHICH IS ATTCHED HERETO AND INCORPORATED BY REFERENCE HEREIN.

THE WITHIN RESOLUTION SHALL BE EFFECTIVE IMMEDIATELY UPON ITS RATIFICATION BY CITY COUNCIL.

Resolved in City Council this _____ day of December, in the Year of Our Lord, 2023, and in the 247th year of the Independence of the United States of America.

_____
R. KEITH SUMMEY, MAYOR

APPROVED AS TO FORM:

_____
LEGAL COUNSEL

ATTEST:

_____
COURTNAY HEYWARD, MUNICIPAL CLERK

ORDINANCE #2023-

AN ORDINANCE

AUTHORIZING THE MAYOR TO EXECUTE A PURCHASE AND SALES AGREEMENT FOR THE CONVEYANCE OF 37.19 ACRES OF LAND INCLUDING TMS # 400-00-00-047, 400-00-00-065, 400-00-00-071, 400-00-00-109, 400-00-00-218, 400-00-00-217, AND 400-00-00-072 TO NAVY YARD MASTER JV, LP

WHEREAS, the City of North Charleston currently owns 50+ acres of land on the former Charleston Naval Complex; and,

WHEREAS, the City of North Charleston has to opportunity to acquire 20+ more acres from the Federal Government on the former Charleston Naval Complex; and,

WHEREAS, Jamestown, L.P., has been selected as the Master Developer for the 70-acre riverfront redevelopment opportunity on the former Charleston Naval Complex after demonstrating a clear vision and capability to execute the redevelopment plan; and,

WHEREAS, the citizens and residents of North Charleston would benefit greatly from the development of a waterfront Central Business District; and,

WHEREAS, the City is desirous of selling the properties described as TMS # 400-00-00-047, 400-00-00-065, 400-00-00-071, 400-00-00-109, 400-00-00-218, 400-00-00-217, and 400-00-00-072 to Jamestown L.P. for the development of waterfront community.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Council of the City of North Charleston, in Council Assembled, that the Mayor is hereby authorized to execute a Purchase and Sales Agreement with Navy Yard Master JV, LP, for the conveyance of TMS #400-00-00-047, 400-00-00-065, 400-00-00-071, 400-00-00-109, 400-00-00-218, 400-00-00-217, and 400-00-00-072 and to allow the Mayor to execute quitclaim deeds and any other documents necessary to complete the sale as approved by legal counsel for the City.

THE WITHIN ORDINANCE SHALL BECOME EFFECTIVE IMMEDIATELY UPON ITS RATIFICATION BY CITY COUNCIL.

Ordained in City Council this _____ day of December, in the Year of Our Lord, 2023, and in the 247th year of the Independence of the United States of America.

_____

R. KEITH SUMMEY, MAYOR

APPROVED AS TO FORM:

ATTEST:

LEGAL COUNSEL	COURTNAY HEYWARD, MUNICIPAL CLERK

Ordinance #2023-

AN ORDINANCE

AUTHORIZING THE MAYOR TO EXECUTE A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF NORTH CHARLESTON AND STOREHOUSE PARTNERS, LLC, POWERHOUSE PARTNERS, LLC, THREE SISTERS PARTNERS, L.P., NAVY LAND PARTNERS, L.P., NAVY INFIRMARY PARTNERS, L.P., SOUTHEASTERN VALUE PURITAN MILL, L.P., SAINT JOHNS PARTNERS, L.P., FIRE STATION PARTNERS, L.P (NAVY YARD MASTER JV, L.P.)

WHEREAS, State statutes provide that local governments and property owners may, under specified circumstances, enter into Development Agreements; and

WHEREAS, such agreements provide some assurance as to continued zoning so as to support long-range planning and investment rather than short-term focused development; and

WHEREAS, Navy Yard Master JV, L.P. has made significant commitments to the development of infrastructure and public spaces, including waterfront access for the citizens of North Charleston; and

WHEREAS, Navy Yard Master JV, L.P. has also pledged to invest significantly in attainable housing and provide opportunities for disadvantaged business enterprises; and

WHEREAS, all statutory requirements are satisfied, and Council believes the attached agreement to be mutually beneficial and in the best interest of the City's citizens and the surrounding community.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council, in Council assembled, that the Mayor be hereby authorized to execute a Development Agreement between the City of North Charleston and Storehouse Partners, LLC, Powerhouse Partners, LLC, Three Sisters Partners, L.P., Navy Land Partners, L.P., Navy Infirmary Partners, L.P., Southeastern Value Puritan Mill, L.P., Saint Johns Partners, L.P., Fire Station Partners, L.P. (Navy Yard Master JV, L.P.)with a copy of such agreement attached hereto and incorporated by reference as if set forth fully herein.

THE ABOVE ORDINANCE SHALL BECOME EFFECTIVE IMMEDIATELY UPON ITS RATIFICATION BY CITY COUNCIL.

Ordained in City Council this _____ day of December, in the Year of Our Lord, 2023, and in the 247th year of the Independence of the United States of America.

_____

R. KEITH SUMMEY, MAYOR

APPROVED AS TO FORM:

_____

LEGAL COUNSEL

ATTEST:

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COURTNAY HEYWARD, MUNICIPAL CLERK

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THE WITHIN RESOLUTION SHALL BE EFFECTIVE IMMEDIATELY UPON ITS RATIFICATION BY CITY COUNCIL.

Resolved in City Council this _____ day of December, in the Year of Our Lord, 2023, and in the 247th year of the Independence of the United States of America.

_____
R. KEITH SUMMEY, MAYOR

APPROVED AS TO FORM:

_____
LEGAL COUNSEL

ATTEST:

_____
COURTNAY HEYWARD, MUNICIPAL CLERK

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THE WITHIN ORDINANCE SHALL BECOME EFFECTIVE IMMEDIATELY UPON ITS RATIFICATION BY CITY COUNCIL.

Ordained in City Council this _____ day of December, in the Year of Our Lord, 2023, and in the 247th year of the Independence of the United States of America.

_____

R. KEITH SUMMEY, MAYOR

APPROVED AS TO FORM:

ATTEST:

LEGAL COUNSEL	COURTNAY HEYWARD, MUNICIPAL CLERK

PURCHASE AND SALE AGREEMENT

between

City of North Charleston,
a municipal corporation organized and existing under the laws of the State of South Carolina,
as Seller

and

Navy Yard Master JV, L.P.,
a Delaware limited partnership,
as Purchaser

dated as of
_____, 2023

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Exhibit H	Escrow Holdback Agreement
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Schedule 1	List of Leases

PURCHASE AND SALE AGREEMENT

This PURCHASE AND SALE AGREEMENT (this "**Agreement**"), dated as of _____, 2023 (the "**Effective Date**"), is entered into between the CITY OF NORTH CHARLESTON, a municipal corporation organized and existing under the laws of the State of South Carolina ("**Seller**"), and NAVY YARD MASTER JV, L.P., a Delaware limited partnership ("**Purchaser**").

RECITALS

WHEREAS, Seller is the owner of the Property (as hereinafter defined); and

WHEREAS, subject to the terms and conditions hereof, Seller desires to sell the Property to Purchaser and Purchaser desires to purchase the Property from Seller.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I
DEFINITIONS

"**Agreement**" has the meaning set forth in the preamble.

"**Assignment of Leases**" has the meaning set forth in Section 5.03(l).

"**Bill of Sale**" has the meaning set forth in Section 5.03(b).

"**Business Day**" has the meaning set forth in Section 15.04.

"**City Council**" has the meaning set forth in Section 3.02(a).

"**Closing**" has the meaning set forth in Section 5.01.

"**Closing Date**" has the meaning set forth in Section 5.01.

"**Code**" has the meaning set forth in Section 5.03(c).

"**Confidential Information**" has the meaning set forth in Section 13.01.

"**Deed**" has the meaning set forth in Section 5.03(a).

"**Deposit**" has the meaning set forth in Section 3.01(a).

"**Development Agreement**" has the meaning set forth in Section 3.02(a).

"**DOD Property**" has the meaning set forth in Section 3.02(b).

"**DOD Property Option**" has the meaning set forth in Section 3.02(b).

"**DOD Property Option Agreement**" has the meaning set forth in Section 3.02(b).

"**Due Diligence Delivery Date**" has the meaning set forth in Section 4.01.

"**Due Diligence Materials**" has the meaning set forth in Section 4.01.

"**Due Diligence Period**" has the meaning set forth in Section 4.02.

"**Effective Date**" has the meaning set forth in the preamble.

"**Environmental Laws**" has the meaning set forth in Section 7.01(a)(xvi).

"**Escrow Agent**" has the meaning set forth in Section 3.01(a).

"**Escrow Holdback Account**" has the meaning set forth in Section 3.02(d).

"**Escrow Holdback Agreement**" has the meaning set forth in Section 5.03(m).

"**Hazardous Materials**" has the meaning set forth in Section 7.01(a)(xvi).

"**Improvements**" has the meaning set forth in Section 2.01(b).

"**Indemnified Parties**" has the meaning set forth in Section 12.04.

"**Inspections**" has the meaning set forth in Section 4.02.

"**Land**" has the meaning set forth in Section 2.01(a).

"**Leases**" has the meaning set forth in Section 2.01(g).

"**Mandatory Title Removal Items**" has the meaning set forth in Section 6.04(b).

"**Notices**" has the meaning set forth in Section 10.01.

"**Noisette Restrictive Covenants**" has the meaning set forth in Section 5.06(c).

"**Permitted Exceptions**" has the meaning set forth in Section 6.02.

"**Personal Property**" has the meaning set forth in Section 2.01(c).

"**Plans and Surveys**" has the meaning set forth in Section 2.01(f).

"**Plat**" has the meaning set forth in Section 3.02(c).

"**Proceeds Holdback**" has the meaning set forth in Section 3.02(d).

"**Property**" has the meaning set forth in Section 2.01.

"**Purchase Price**" has the meaning set forth in Section 3.01.

"**Purchaser**" has the meaning set forth in the preamble.

"**Purchaser Default**" has the meaning set forth in Section 11.01.

"**Purchaser's Costs**" has the meaning set forth in Section 11.02.

"**Purchaser's Representatives**" has the meaning set forth in Section 4.03.

"**Purchaser's Termination Notice**" has the meaning set forth in Section 9.02.

"**Release**" has the meaning set forth in Section 7.01(a)(xvi).

"**Replacement Escrow Agent**" has the meaning set forth in Section 12.01.

"**Repurchase Option**" has the meaning set forth in Section 15.16.

"**Repurchase Option Agreement**" has the meaning set forth in Section 5.03(n).

"**Seller**" has the meaning set forth in the preamble.

"**Seller Default**" has the meaning set forth in Section 11.02.

"**Service Contracts**" has the meaning set forth in Section 7.01(a)(xi).

"**State Withholding Certificate**" has the meaning set forth in Section 5.03(d).

"**Survey**" has the meaning set forth in Section 6.03(a).

"**TIF District**" has the meaning set forth in Section 3.02(e).

"**TIF Revenue**" has the meaning set forth in Section 3.02(e).

"**TIF Statute Amendment**" has the meaning set forth in Section 3.02(e).

"**Title Commitment**" the meaning set forth in 6.03(a).

"**Title Insurance Company**" has the meaning set forth in Section 6.01.

"**Title Objection**" has the meaning set forth in Section 6.03(b).

"**Title Objection Notice**" has the meaning set forth in Section 6.03(b).

"**Title Objection Response**" has the meaning set forth in Section 6.04(a).

"**Transaction Parties**" has the meaning set forth in Section 13.01.

ARTICLE II
CONVEYANCE OF THE PROPERTY

Section 2.01 **Subject of Conveyance.** Seller agrees to sell and convey to Purchaser and Purchaser agrees to purchase from Seller, upon the terms and conditions hereinafter set forth, all right, title, and interest of Seller in and to the following (collectively referred to herein as the "**Property**"):

(a) all or portions of those certain lots, pieces, or parcels of land located in the City of North Charleston, County of Charleston, State of South Carolina, comprising approximately 37.19 acres, now designated as Charleston County TMS Nos. 400-00-00-047, 400-00-00-065, 400-00-00-071, 400-00-00-109, 400-00-00-218, 400-00-00-217, and 400-00-00-072 as shown and depicted on Exhibit A attached hereto and hereby made a part hereof (the "**Land**");

(b) all buildings and improvements located on the Land and all of Seller's right, title, and interest in and to any and all fixtures attached thereto in "as is, where is" condition (collectively, the "**Improvements**");

(c) all equipment, machinery, apparatus, appliances, and other articles of personal property owned by Seller, if any, located on and used in connection with the operation of the Land or the Improvements in "as is, where is" condition (collectively, the "**Personal Property**");

(d) all rights appurtenant to the Land, if any, including without limitation, any strips and gores abutting the Land, and any land lying in the bed of any street, road, or avenue in front of, or adjoining the Land, to the center line thereof in "as is, where is" condition;

(e) all other rights, privileges, easements, licenses, appurtenances, and hereditaments relating to the Property;

(f) all plans, surveys, specifications, drawings, architectural and engineering drawings, and other rights relating to the construction of the Property (collectively, the "**Plans and Surveys**"); and

(g) all existing leases, subleases and other occupancy contracts set forth in Schedule 1 attached hereto and incorporated herein by reference (the "**Leases**"), together with all amendments and modifications thereto, all rents, additional rents, reimbursements, profits, income, receipts and security deposits thereunder (including all interest thereon to the extent tenants are entitled to receive interest by law or under any Lease).

ARTICLE III
PURCHASE PRICE

Section 3.01 **Purchase Price and Deposit.** The purchase price to be paid by Purchaser to Seller for the Property is $10,748,000.00 (the "**Purchase Price**"). The Purchase Price shall be paid by Purchaser as follows:

(a) Within five (5) days after the execution and delivery of this Agreement by Purchaser, the sum of $100,000.00 (the "**Deposit**") shall be paid by Purchaser by wire transfer of immediately available federal funds to an account at such bank as designated by Haynsworth Sinkler Boyd, P.A., as escrow agent ("**Escrow Agent**"). The receipt of the Deposit shall be acknowledged by Escrow Agent's execution of this Agreement, and Escrow Agent agrees to hold the Deposit in escrow pursuant to the terms of Article XII of this Agreement. The Deposit shall be applicable to the Purchase Price paid to Seller at Closing.

(b) The balance of the Purchase Price shall be paid to Escrow Agent on the Closing Date, subject to any credits or apportionments as provided under this Agreement, by wire transfer of immediately available federal funds to an account at such bank as designated by Escrow Agent.

Section 3.02 **Closing Contingencies.** Purchaser and Seller expressly acknowledge and agree that Purchaser's obligations to pay the Purchase Price and otherwise consummate the transactions contemplated hereby are fully conditioned upon the full and complete satisfaction of each of the following (collectively, the "**Purchaser Closing Contingencies**"):

(a) On or prior to the Closing Date, the City Council of the City of North Charleston ("**City Council**") shall have approved a development agreement enacted pursuant to the South Carolina Local Government Development Agreement Act (S.C. Code § 6-31-10, et. seq.) (the "**Development Agreement**"), and the Development Agreement shall have been recorded in the land records for Charleston County, South Carolina. The Land and all other real property depicted on Exhibit B attached hereto and incorporated herein by reference shall be subject to the Development Agreement, and the form and content of the Development Agreement shall be substantially the same as Exhibit C attached hereto and incorporated herein by reference.

(b) Simultaneously with the Closing, Seller shall grant Purchaser an option (the "**DOD Property Option**") pursuant to an option agreement entered into by and between Seller and Purchaser (the "**DOD Property Option Agreement**") to purchase those certain lots, pieces, or parcels of land, together with all improvements located thereon, located in the City of North Charleston, County of Charleston, State of South Carolina, designated as Charleston County TMS No. 400-00-00-040 and more particularly described in Exhibit D attached hereto and hereby made a part (the "**DOD Property**"). The DOD Property Option Agreement shall be in form and content substantially the same as Exhibit E attached hereto and incorporated herein by reference and shall be subject to the following: (i) Purchaser's exercise of the DOD Property Option shall be contingent upon Seller's acquisition of fee simple to the DOD Property by Seller from the United States of America; (ii) upon Seller's acquisition of title to the DOD Property, a memorandum of the DOD Property Option Agreement shall be recorded in the land records for Charleston County, South Carolina; and (iii) the gross purchase price payable by Purchaser to Seller to acquire the DOD Property shall be an amount equal to the amount set forth in the DOD Property Option Agreement.

(c) During the Due Diligence Period, Purchaser, at its option, may elect to obtain a plat (the "**Plat**") created by a licensed surveyor sufficient to designate and establish the Land as single, separate and distinct parcel of real property to be conveyed to Purchaser. If Purchaser elects to obtain the Plat, then prior to the Closing Date, (i) the Plat shall have received approval from all necessary governmental authorities for recordation in the Register of Deeds for Charleston County, South Carolina; and (ii) the Plat shall have been recorded in the Register of Deeds for Charleston County, South Carolina. In the event that Purchaser elects to obtain the Plat, Purchaser covenants and agrees, at its sole cost and expense, to obtain the Plat and to undertake a diligent, good faith effort to pursue, apply for, and obtain approval of the Plat from all necessary governmental authorities for recordation in the Register of Deeds for Charleston County, South Carolina. The form and content of the Plat shall be subject to the approval of Purchaser in its sole and absolute discretion. Seller covenants and agrees to provide reasonable cooperation and assistance to Purchaser for the purpose of obtaining approval of the Plat from all necessary governmental authorities. The cost and expense of obtaining the Plat and pursuing, applying for, and obtaining approval of the Plat shall be borne solely by Purchaser.

(d) Simultaneously with the Closing, the proceeds of the Purchase Price to be paid to Seller (the "**Proceeds Holdback**") shall be deposited in a designated escrow account maintained by Seller (the "**Escrow Holdback Account**"). The Proceeds Holdback shall be held and disbursed from the Escrow Holdback Account after Closing in accordance with the Escrow Holdback Agreement (as hereinafter defined), with the proceeds thereof to be made available to Purchaser and Seller for reimbursement of costs and expenses incurred for the development of parks, infrastructure and utilities related to the Property, as more fully set forth in the Escrow Holdback Agreement.

(e) On or prior to the Closing Date, S.C. Code Section 31-12-10, et. seq., shall be amended, together with all necessary municipal approvals and/or ordinances required to effectuate the amendment (the "**TIF Statute Amendment**"), to: (i) allow for the application of TIF Revenue to finance or reimburse all of Purchaser's intended development of public infrastructure and other applicable development activities on the Property, including, but not limited to, the development of workforce or affordable housing on the Property and the development of public infrastructure benefitting the Property that is located outside of the TIF District, (ii) allow for progress payments of TIF Revenue as public infrastructure and other applicable development activities are implemented, and (iii) extend the time period during which bonds or other municipal obligations may be issued with respect to TIF Revenue derived from any TIF District applicable to the Property through at least 2039. The form and content of the TIF Statute Amendment shall be subject to the approval of Purchaser in its sole and absolute discretion. The term "**TIF District**" shall mean any Tax Increment Financing District enacted pursuant to S.C. Code Section 31-12-10, et. seq., within which the Property is now or may hereafter be located, as the same may be amended or modified, including the Navy Base Tax Increment Financing District created under City Ordinance #2004-030 dated June 10, 2004. The term "**TIF Revenue**" shall mean any tax increment financing revenues generated with respect to any TIF District within which the Property is located.

If the Purchaser Closing Contingencies are not satisfied, in the sole and absolute direction of Purchaser, on or before the Closing Date, then Purchaser shall have the right to terminate this Agreement by giving written notice of Purchaser's election to do so to Seller on or before the Closing Date. If Purchaser elects to terminate this Agreement as provided in this Section 3.02, Escrow Agent shall return the Deposit to Purchaser, and upon such refund being made this Agreement shall terminate, and the parties shall have no further liability hereunder (except with respect to those obligations hereunder which survive the termination of this Agreement). If Purchaser fails to give notice as provided in this Section 3.02, Purchaser shall be deemed to have elected not to terminate this Agreement pursuant to this Section 3.02.

ARTICLE IV
DUE DILIGENCE INVESTIGATION

Section 4.01 **Due Diligence Materials.** Within ten (10) days after the Effective Date (the "**Due Diligence Delivery Date**"), Seller shall, if not already made available to Purchaser, deliver, cause to be delivered, or make available, copies of the following documents and materials pertaining to the Property to the extent within Seller's possession or control: title commitment/policy, land surveys and plot plans, site plans and specifications, architectural plans, inspections, environmental/hazardous material reports, soils reports, governmental permits/approvals, appraisals, zoning information, tax information and utility letters, other similar materials relating to the physical and environmental condition of the Property, and any other documents relating to the Property reasonably requested by Purchaser (collectively, the "**Due Diligence Materials**").

Section 4.02 **Due Diligence Period.** Purchaser shall have a period, commencing on the Effective Date and continuing through the date which is three hundred (300) days after the Effective Date (the "**Due Diligence Period**") to conduct or cause to be conducted any and all tests, studies, surveys, inspections, reviews, assessments, or evaluations of the Property, including without limitation engineering, topographic, soils, zoning, wetlands, and environmental inspections (including Phase I and/or Phase II environmental site assessments to be performed by an environmental consultant selected by Purchaser) (the "**Inspections**"), as Purchaser deems necessary, desirable, or appropriate in its sole and absolute discretion, and to analyze the Due Diligence Materials. Purchaser shall have the unconditional right, for any reason or no reason whatsoever, to terminate this Agreement upon written notice to Seller delivered at any time prior to 5:00 p.m. ET on the last day of the Due Diligence Period. If Purchaser does not timely notify Seller of its election to terminate this Agreement prior to 5:00 p.m. ET on the last day of the Due Diligence Period, Purchaser shall be deemed to have elected to proceed to Closing, subject to the terms and conditions of this Agreement. If Purchaser elects to terminate this Agreement as provided in this Section 4.02, Escrow Agent shall return the Deposit to Purchaser, upon such refund being made this Agreement shall terminate, and the parties shall have no further liability hereunder (except with respect to those obligations hereunder which expressly survive the termination of this Agreement).

Section 4.03 **Purchaser's Access.** Subject to Section 4.04, at any time prior to the Closing (including during the Due Diligence Period), Purchaser and its agents, employees, consultants, inspectors, appraisers, engineers, and contractors (collectively, "**Purchaser's Representatives**") shall have the right to enter upon and pass through the Property during

normal business hours to examine and inspect the same, as well as conduct reasonable tests, studies, investigations, and surveys to assess utility availability, soil conditions, environmental conditions, physical condition, and the like of the Property. Purchaser shall give Seller twenty-four (24) hours' notice prior to any of Purchaser's Representatives entering the Property and Seller has the right to have a Seller representative present.

Section 4.04 **Purchaser's Right to Inspect.**

(a) In conducting the Inspections or otherwise accessing the Property, Purchaser shall at all times comply with all laws and regulations of all applicable governmental authorities. In connection with such Inspections, neither Purchaser nor any of Purchaser's Representatives shall unreasonably interfere with or permit unreasonable interference with any person occupying or providing service at the Property or with the business of Seller conducted at the Property.

(b) Purchaser shall be entitled to unrestricted access to the Property for the purpose of any Inspections undertaken in accordance with this Agreement. Seller shall be entitled to have a representative present at all times during any Inspection or other entrance on the Property by Purchaser. Seller shall allow the Purchaser's Representatives unrestricted access to the Property and to other information pertaining thereto in the possession or within the control of the Seller for the purpose of the Inspections.

(c) Any contractor utilized by Purchaser shall have a minimum of $1,000,000.00 liability coverage and workers comp coverage and provide evidence of the same to Seller prior to entering or accessing the Property.

Section 4.05 **Seller Indemnification.** Purchaser agrees to indemnify and hold Seller harmless from and against any and all losses, costs, damages, liens, claims, liabilities, or expenses (including, but not limited to, Seller's reasonable attorneys' fees, court costs, and disbursements but excluding consequential and indirect damages) incurred by Seller arising from or by reason of Purchaser's and/or Purchaser's Representatives' access to, or Inspections of, the Property, except to the extent such losses, costs, damages, liens, claims, liabilities, or expenses are caused by or result from: (a) any acts or omissions of Seller; (b) Seller's negligence; and/or (c) any pre-existing, dangerous, illegal, or defective condition at the Property. The provisions of this Section 4.05 shall survive for a period equal to the statute of limitations on any such claims.

ARTICLE V
CLOSING

Section 5.01 **Closing Date.** The closing of the transaction contemplated by this Agreement (the "**Closing**") shall take place on or before the date that is sixty (60) days after the expiration of the Due Diligence Period (the "**Closing Date**") at the offices of Escrow Agent.

Section 5.02 **Conditions to Closing.** Notwithstanding anything in this Agreement to the contrary, the respective obligations of the parties to close under this Agreement and otherwise consummate the transactions contemplated hereby shall be subject to and conditioned upon the fulfillment of the following conditions precedent:

(a) The obligation of Seller to sell the Property and otherwise consummate the transactions contemplated hereby is expressly conditioned upon the fulfillment by and as of the time of the Closing of each of the following conditions listed below, provided that Seller, at its election, evidenced by written notice delivered to Purchaser at or prior to the Closing, may waive any of such conditions:

(i) Purchaser shall have: (A) executed and delivered to Seller, or the applicable party, all of the documents required to be delivered by Purchaser at the Closing; (B) paid the full balance of the Purchase Price in accordance with Section 3.01(b) above; (C) paid all other sums of money required under this Agreement; and (D) performed all other obligations required to be performed by Purchaser under this Agreement on or prior to the Closing Date in all material respects; and

(ii) The representations and warranties of Purchaser contained in Section 7.02 shall be true and correct in all material respects as of the Closing Date, as though made on and as of the Closing Date.

If Purchaser is unable to timely satisfy (and Seller has not waived in writing) the conditions precedent to Seller's obligation to effect the Closing set forth in this Section 5.02(a), then Seller, in Seller's sole and absolute discretion, may (1) waive any of the foregoing conditions and proceed to Closing on the Closing Date, (2) terminate this Agreement, in which event the Deposit shall be returned to Purchaser, or (3) if such non-satisfaction of a condition constitutes a Purchaser Default, exercise any of its remedies pursuant to Section 11.01 of this Agreement.

(b) The obligation of Purchaser to purchase the Property and otherwise consummate the transactions contemplated hereby is expressly conditioned upon the fulfillment by and as of the time of the Closing of each of the following conditions listed below, provided that Purchaser, at its election, evidenced by written notice delivered to Seller at or prior to the Closing, may waive any of such conditions:

(i) Seller shall have: (A) executed and delivered to Purchaser, or the applicable party, all of the documents required to be delivered by Seller at the Closing; (B) taken all other action required of Seller at the Closing; and (C) performed and observed all of the obligations and covenants of and required by Seller pursuant to this Agreement prior to or as of the Closing Date;

(ii) The representations and warranties of Seller contained in Section 7.02 shall be true and correct in all material respects as of the Closing Date, as though made on and as of the Closing Date;

(iii) There shall be no actions, suits, arbitrations, claims, attachments, proceedings, assignments for the benefit of creditors, insolvency, bankruptcy, reorganization, or other proceedings, pending or threatened against Seller that would affect Seller's ability to perform its obligations under this Agreement or would be binding or effective against Purchaser or the Property after Closing;

(iv) Since the Effective Date, the environmental conditions relating to the Land or the Improvements shall have not changed such that Purchaser is or could reasonably be subject or otherwise exposed to any (A) fee, expense, cost, obligation or liability in regard to such environmental conditions affecting the Land or Improvements, or (B) impairment to Purchaser's intended development and/or use of the Land and Improvements; and

(v) All of the Purchaser Closing Contingencies shall have been fully and completely satisfied in all material respects.

If Seller is unable to timely satisfy (and Purchaser has not waived in writing) the conditions precedent to Purchaser's obligation to effect the Closing set forth in this Section 5.02(b), then Purchaser, in Purchaser's sole and absolute discretion, may (1) waive any of the foregoing conditions and proceed to Closing on the Closing Date with no offset or deduction from the Purchase Price, (2) terminate this Agreement and receive a return of the Deposit from Escrow Agent, or (3) if such non-satisfaction of a condition constitutes a Seller Default, exercise any of its remedies pursuant to Section 11.02 of this Agreement.

Section 5.03 **Seller's Closing Deliverables**. At Closing, Seller shall deliver or cause to be delivered to Purchaser, the following executed, certified, and acknowledged by Seller, as appropriate:

(a) One (1) original quit claim deed (the "**Deed**") in substantially the form attached hereto as Exhibit F, duly executed with the appropriate acknowledgment form and otherwise in proper form for recording so as to convey title to the Property to Purchaser as required by this Agreement.

(b) A bill of sale (the "**Bill of Sale**") in substantially the form attached hereto as Exhibit G, executed by Seller, conveying to Purchaser good and marketable title to the Personal Property as described in the Bill of Sale, free and clear of all encumbrances and adverse claims and in "as is, where is" condition.

(c) If applicable, a certification that Seller is not a "foreign person" as such term is defined in Section 1445 of the Internal Revenue Code, as amended and the regulations thereunder (collectively, the "**Code**"), which certification shall be signed under penalty of perjury.

(d) If applicable, an affidavit executed by Seller and stating that the proceeds of the transaction are not subject to withholding under Section 12-8-580 of the Code of Laws of South Carolina (the "**State Withholding Certificate**").

(e) If applicable, a transferor's tax lien affidavit pursuant to Section 12-54-124 of the Code of Laws of South Carolina in form and contact acceptable to Purchaser in its reasonable discretion.

(f) An original owner's affidavit in a form reasonably acceptable to the Title Insurance Company.

(g) A valid and binding resolution or ordinance, as applicable, of the City Council authorizing the transaction contemplated hereby and the execution and delivery of the documents required to be executed and delivered hereunder, the Development Agreement, the DOD Property Option Agreement, and the Escrow Holdback Agreement.

(h) A counterpart of a closing statement jointly approved by Seller and Purchaser reflecting the prorations and adjustments required under Section 5.06 of this Agreement and the balance of the Purchase Price due to Seller.

(i) All keys, key cards, and access codes to any portion of the Property.

(j) A counterpart of the DOD Property Option Agreement executed by Seller.

(k) If not recorded prior to the Closing Date, a counterpart of the Development Agreement to be recorded at Closing, executed by Seller.

(l) An assignment of leases and security deposits (the "**Assignment of Leases**") in a form reasonably acceptable to Purchaser, assigning all of Seller's rights, title and interest in and to all Leases together with all rents, additional rents, reimbursements, profits, income, receipts and security deposits thereunder.

(m) A counterpart of the escrow holdback agreement (the "**Escrow Holdback Agreement**") in substantially the form attached hereto as Exhibit H, executed by Seller.

(n) A counterpart of the repurchase option agreement (the "**Repurchase Option Agreement**") in substantially the form attached hereto as Exhibit I, executed by Seller.

(o) All other documents reasonably necessary or otherwise required by the Escrow Agent and Title Insurance Company to consummate the transaction contemplated by this Agreement.

Section 5.04 **Purchaser's Closing Deliverables.** On the Closing Date, Purchaser shall deliver or cause to be delivered to Seller, the following, executed, certified, and acknowledged by Purchaser, as appropriate:

(a) The balance of the Purchase Price as set forth in Section 3.01(b), as adjusted for apportionments pursuant to Section 5.06 of this Agreement.

(b) A consent of the members or manager of Purchaser, as applicable, authorizing the transaction contemplated hereby and the execution and delivery of the documents required to be executed and delivered hereunder.

(c) A counterpart of a closing statement jointly approved by Seller and Purchaser reflecting the prorations and adjustments required under Section 5.06 of this Agreement and the balance of the Purchase Price due to Seller.

(d) A counterpart of the DOD Property Option Agreement, executed by Purchaser.

(e) If not recorded prior to the Closing Date, a counterpart of the Development Agreement to be recorded at Closing, executed by Purchaser.

(f) A counterpart of the Assignment of Leases assuming all of Seller's rights, title and interest in and to all Leases together with all rents, additional rents, reimbursements, profits, income, receipts and security deposits thereunder.

(g) A counterpart of the Escrow Holdback Agreement, executed by Purchaser.

(h) A counterpart of the Repurchase Option Agreement, executed by Purchaser.

(i) All other documents reasonably necessary or otherwise required by the Escrow Agent or the Title Company to consummate the transactions contemplated by this Agreement.

Section 5.05 **Closing Costs.**

(a) Seller and Purchaser shall each pay the fees and expenses of its own counsel in connection with the preparation and negotiation of this Agreement and the consummation of the transaction contemplated hereby. If any legal action is instituted under this Agreement, the prevailing party in such action shall be entitled to recover from the other party costs related to such legal action, including reasonable attorneys' fees and costs in all trial, appellate, post-judgment, and bankruptcy proceedings.

(b) Seller shall pay:

(i) all transfer taxes, documentary stamps, intangible taxes or similar taxes or charges associated with the recording of the Deed;

(ii) all recording fees for the release of any liens on the Property, as required pursuant to the terms of this Agreement; and

(iii) any and all costs incurred by Seller in connection with the preparation, review, and negotiation of this Agreement and the transactions and the Closing contemplated by this Agreement, including any attorneys' or consultancy fees.

(c) Purchaser shall pay:

(i) the costs charged by the Title Insurance Company, including, without limitation, costs related to the Title Commitment, any premiums, title endorsements, and affirmative insurance;

(ii) the costs related to the Survey and any other survey or survey update;

(iii) any other fees or costs related to the Inspections or Purchaser's other due diligence reviews;

(iv) all costs related to the recording fees payable in connection with the recording of the Deed and Purchaser's lender's security instruments, if any; and

(v) all costs related to the drafting and preparation of the Deed, the Bill of Sale, the State Withholding Certificate, the Repurchase Option Agreement, the Escrow Holdback Agreement, the DOD Property Option Agreement, the Assignment of Leases, and all other documents and agreements to be executed and delivered by the parties at Closing.

Section 5.06 **Apportionments.** The following shall be apportioned as of 11:59 p.m. of the date immediately preceding the Closing Date, unless expressly provided for otherwise:

(a) All real estate taxes, user fees and assessments shall be based on the fiscal year for which they are levied or assessed. If the Closing shall occur before a new tax rate or the amount of any tax, user fee or assessment is fixed, the apportionment of real estate taxes, user fees and assessments shall be upon the basis of the tax rate for the preceding fiscal period applied to the latest assessed valuation, however, such taxes, user fees and assessments shall be re-prorated upon the issuance of the actual bills after Closing. If the Property shall be, or has been, affected by any real estate taxes, user fees, assessments or special assessments payable in a lump sum or which are, or may become, payable in installments, of which the first installment is then a charge or lien, or has already been paid, then at the Closing such amounts shall be paid in full by Seller.

(b) All other items customarily apportioned in connection with sales of real estate substantially similar to the Property in the State of South Carolina.

(c) It is anticipated that Purchaser will be assigned developer rights by the South Carolina Department of Commerce, Division of Public Railways DBA Palmetto Railways related to the Noisette Restrictive Covenants. The phrase "**Noisette Restrictive Covenants**" shall mean, collectively, the following: (i) The Navy Yard at Noisette Community Operating Agreement dated May 5, 2006, and recorded May 26, 2006, in the ROD Office for Charleston County, South Carolina, in Book Z-584 at page 772, as amended and/or supplemented, (ii) The Navy Yard at Noisette Book of Operating Principles dated May 5, 2006, and recorded May 26, 2006, in Book Z-584 at page 809, as amended and/or supplemented, and (iii) The Navy Yard at Noisette Business District Declaration dated May 5, 2006, and recorded May 26, 2006, in Book A-585 at page 001, as amended and/or supplemented. Notwithstanding the foregoing, Seller shall not be responsible for paying any transfer fees or other fees due under the Noisette Restrictive Covenants, which fees, if any, shall be paid by Purchaser and not apportioned.

Section 5.07 **Correction of Errors.** Any errors in calculations or apportionments shall be corrected or adjusted as soon as practicable after the Closing Date. The provisions of Section 5.06 and this Section 5.07 shall survive the Closing for six (6) months.

ARTICLE VI
TITLE MATTERS AND REVIEW

Section 6.01 **Acceptable Title.** Seller shall convey, and Purchaser shall accept, quit claim title to the Property, which shall be insured by a title insurance company authorized and licensed to do business in South Carolina (the "**Title Insurance Company**"), subject only to the terms and conditions of this Agreement and the Permitted Exceptions.

Section 6.02 **Permitted Exceptions.** The Property shall be sold, assigned, and conveyed by Seller to Purchaser, and Purchaser shall accept and assume the Property, subject only to the following matters (collectively, the "**Permitted Exceptions**"):

(a) Any and all present and future zoning, building, environmental, and other laws, statutes, ordinances, codes, rules, regulations, requirements, or executive mandates of all governmental authorities having jurisdiction with respect to the Property, including, without limitation, landmark designations and all zoning variances and special exceptions, if any.

(b) All presently existing and future liens for unpaid real estate taxes, assessments, and water and sewer charges that are not due and payable as of the Closing Date, subject to any apportionments as provided for in this Agreement.

(c) Any lien or encumbrance arising out of the acts or omissions of the Purchaser.

(d) Any exceptions to title disclosed on Schedule B of the Title Commitment which the Title Insurance Company has confirmed will be extinguished upon the transfer of the Property.

Section 6.03 **Title.**

(a) Purchaser shall promptly order, at its sole cost and expense: (i) a commitment for title insurance from the Title Insurance Company, together with true, legible (to the extent available), and complete copies of any tax search, departmental or municipal searches, and all instruments giving rise to any defects or exceptions to title to the Property (collectively, the "**Title Commitment**"); and (ii) at Purchaser's election, a new survey of the Property prepared by a surveyor licensed in the state where the Property is located (the "**Survey**").

(b) Purchaser or Purchaser's attorney shall deliver to Seller in writing (the "**Title Objection Notice**") any objections to the exceptions to title set forth in the Title Commitment or the Survey (each a "**Title Objection**" and collectively the "**Title Objections**"), prior to the expiration of the Due Diligence Period. If, after giving the

initial Title Objection Notice to Seller, Purchaser receives any amendment or update to the Title Commitment or to the Survey showing any title defects that are not Permitted Exceptions, Purchaser may give a supplemental Title Objection Notice to Seller promptly after the date Purchaser receives such evidence (unless an additional matter shown on such subsequent update first arises on the Closing Date, in which event notice of same may be given on the Closing Date and the Closing Date shall be extended day for day without need for additional action by either party). Except for those items which Seller is obligated to cure pursuant to the terms of this Agreement, any such matter that is not the subject of a timely Title Objection Notice shall be deemed a Permitted Exception. Notwithstanding anything to the contrary contained herein, Purchaser shall have no need to object to any Mandatory Title Removal Item, which shall be automatically deemed Title Objections.

Section 6.04 **Seller's Inability to Convey.**

(a) Except as otherwise set forth in Section 6.04(b), Seller shall not be required to take or bring any action or proceeding or any other steps to remove any Title Objections. Seller may remedy, or agree to remedy, at or prior to the Closing Date, any Title Objections to the reasonable satisfaction of Purchaser and the Title Company by delivering a notice to that effect (the "**Title Objection Response**") within fifteen (15) Business Days after receipt of a Title Objection Notice. Seller shall cure all Title Objections that it elects to cure in a Title Objection Response on or prior to the Closing Date. If Seller fails to timely deliver a Title Objection Response, Seller shall be deemed to have elected not to cure or remedy any of the Title Objections set forth in a Title Objection Notice. If Seller does not timely deliver a Title Objection Response or does not elect to cure or remedy all of the Title Objections set forth in a Title Objection Notice to the reasonable satisfaction of Purchaser, then Purchaser, at its election, shall have the right either to: (i) terminate this Agreement by written notice to Seller, in which event Purchaser shall be entitled to a return of the Deposit, and this Agreement shall thereupon be deemed terminated and of no further effect, and neither party hereto shall have any obligations to the other hereunder or by reason hereof, except for the provisions hereof that expressly survive termination of this Agreement; or (ii) complete the purchase (with no reduction in the Purchase Price) with such title as Seller is able to convey on the Closing Date.

(b) Notwithstanding anything in Section 6.04(a) to the contrary, Seller shall be required to cause the following to be released, satisfied, and removed of record as of the Closing Date (collectively, the "**Mandatory Title Removal Items**"): (i) any matters that are the subject of a Title Objection which have been voluntarily recorded or otherwise placed or permitted to be placed by Seller against the Property on or following the Effective Date (other than with the prior written approval of Purchaser, which approval shall not be unreasonably withheld, conditioned, or delayed with respect to the granting or denial of Purchaser's approval in connection with requests for instruments to be recorded for the benefit of any utility or governmental authority but in all other cases in Purchaser's sole and absolute discretion); (ii) any mortgages, deeds of trust, security instruments, financing statements, or other instruments which evidence or secure indebtedness, judgments, and liens against the Property, including, without limitation,

mechanics' liens, tax liens and real estate taxes, water rates, and sewer rents and taxes, in each case, which are due and payable but which remain unpaid and/or of record as of the Closing Date; and (iii) any matters that are the subject of a Title Objection which can be removed by the payment of a liquidated sum of money, except any transfer fees called for under the Noisette Restrictive Covenants, which Seller shall not be obligated to pay. If Seller fails to discharge and remove of record any Mandatory Title Removal Items on or prior to the Closing Date, at Purchaser's election, such failure shall constitute a Seller Default pursuant to Section 11.02, and Purchaser shall be entitled to such remedies as are set forth in Section 11.02.

(c) Notwithstanding anything in this Section 6.04 to the contrary, Purchaser may at any time accept such title as Seller can convey, without reduction of the Purchase Price or any credit or allowance on account thereof or any claim against Seller. The acceptance of the Deed by Purchaser shall be deemed to be full performance of, and discharge of, every agreement and obligation on Seller's part to be performed under this Agreement, except for such matters which are expressly stated to survive the Closing hereunder.

ARTICLE VII
REPRESENTATIONS AND WARRANTIES

Section 7.01 **Seller's Representations and Warranties.**

(a) Seller represents and warrants to Purchaser on and as of the date of this Agreement and on and as of the Closing Date, as follows:

(i) Seller is a duly existing municipal corporation organized and existing under the laws of the State of South Carolina and has the requisite power and authority to enter into this Agreement and the instruments referenced herein and to consummate the transactions contemplated hereby.

(ii) The execution, delivery, and performance of this Agreement by Seller and all agreements, instruments, and documents herein provided to be executed by Seller on the Closing Date: (A) do not violate any contract, agreement, commitment, lease, order, judgment, or decree to which Seller is a party; and (B) have been duly authorized by the City Council.

(iii) The individual(s) executing this Agreement and the instruments referenced herein on behalf of Seller have the legal power, right, and actual authority to bind Seller to the terms and conditions hereof and thereof.

(iv) This Agreement is valid and binding upon Seller, subject to bankruptcy, reorganization, and other similar laws affecting the enforcement of creditors' rights generally.

(v) Neither the execution, delivery, or performance of this Agreement nor the consummation of the transactions contemplated hereby is prohibited by, or

requires Seller to obtain, any consent, authorization, approval, or registration under any law, statute, rule, regulation, judgment, order, writ, injunction, or decree which is binding upon Seller which has not been previously obtained.

(vi) Seller has title in fee simple to the Property pursuant to acquiring a quit claim deed. The Property has not been assigned or conveyed to any third party, and no person (other than Purchaser pursuant to this Agreement) has a right to acquire any interest in the Property.

(vii) Seller owns legal and beneficial title to all of the Improvements included in this sale, free and clear of all liens and encumbrances. All Improvements are in "as is" condition and repair.

(viii) Seller is not a "foreign person" within the meaning of Section 1445 of the Code.

(ix) Except for the Leases, there are no leases, licenses or other agreements entitling any third parties to occupy all or use or any portion of the Land or Improvements except for those easements reserved in all deeds in the chain of title from the United States of America, Secretary of the Navy. Except as otherwise set forth on Schedule 1: (A) each of the Leases is in full force and effect and has not been modified, amended, terminated, renewed, or extended; and (B) none of the parties to any Lease is in default of any of its obligations thereunder and no event has occurred that, with the giving of notice or passage of time, or both, would constitute a default thereunder.

(x) There are no actions, proceedings, litigation, arbitration or governmental investigations either pending or, to Seller's knowledge, threatened against Seller or the Property which will adversely impact Seller's ability to convey the Property to Purchaser at Closing or which will be binding or effective against Purchaser or the Property after Closing.

(xi) Seller has not entered into any service, maintenance, supply, leasing, brokerage, listing and/or other contracts relating to the Property (along with all amendments and modifications thereof, the "**Service Contracts**") that will be binding upon the Purchaser after the Closing.

(xii) Seller has not received notice of any material violation of any law or municipal ordinance, order, or requirement noted or issued against the Property by any governmental authority having jurisdiction over the Property that has not been cured, corrected, or waived.

(xiii) There are no pending or contemplated zoning changes, "floor area ratio" changes, variances, special zoning exceptions, conditions or agreements affecting, or potentially affecting the Property or any part thereof, except as set forth in the Development Agreement.

(xiv) Seller has not received any written notice of and, to Seller's knowledge, there are no (A) pending or contemplated annexation or condemnation proceedings, or purchase in lieu thereof, affecting or which may affect the Property, or any part thereof, or (B) pending special assessments affecting the Property or any portion thereof.

(xv) There are no other documents, materials or information that are included in the definition of Due Diligence Materials and are within Seller's possession or control that have not been provided to the Purchaser in accordance with this Agreement.

(xvi) Except as otherwise disclosed or evidenced in any of the Due Diligence Materials made available to Purchaser, Seller has not received notice of any civil, criminal or administrative suit, claim, hearing, violation, investigation, proceeding or demand against Seller or the Property relating in any way to a Release, the use of Hazardous Materials, or compliance with Environmental Laws. The phrase "**Environmental Laws**" shall mean any federal, state or local law, statute, ordinance, order, decree, rule or regulation and any common laws regarding health, safety, radioactive materials, or the environment, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. § 9601, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, et seq.; the Toxic Substances Control Act, 15 U.S.C. § 2601, et seq.; the Occupational, Safety and Health Act, 29 U.S.C. § 651, et seq.; the Clean Air Act, 42 U.S.C. § 7401, et seq.; the Federal Water Pollution Control Act, 33 U.S.C. § 1251, et seq.; the Safe Drinking Water Act, 42 U.S.C. § 3001, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. § 1802, et seq; and the Emergency Planning and Community Right to Know Act, 42 U.S.C. § 11001, et seq.; the Endangered Species Act of 1973, 16 U.S.C. § 1531 et seq.; the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. § 136 et seq.; and all other comparable federal, state or local laws, each as amended, and all rules, regulations and guidance documents promulgated pursuant thereto or published thereunder. The phrase "**Hazardous Materials**" shall mean each and every element, compound, chemical mixture, contaminant, pollutant, material, waste or other substance which is defined, determined or identified as hazardous or toxic under Environmental Laws or the Release of which is regulated under Environmental Laws. Without limiting the generality of the foregoing, the term "Hazardous Materials" will include: crude oil, used oil, petroleum and petroleum products or any fraction thereof; radioactive materials including source, by-product or special nuclear materials; asbestos or asbestos-containing materials (whether or not friable); lead paint; polychlorinated biphenyls, urea-formaldehyde in any of its forms; radon; mold; and any substance defined as "hazardous substances," "extremely hazardous substances," "hazardous waste," "hazardous materials," "chemical substance or mixture," "solid waste," "hazardous chemicals," "toxic substances," "hazardous air pollutants," "pollutants," contaminants," or "toxic chemicals" under any Environmental Laws. The term "**Release**" shall mean the discharge, disposal, deposit, injection, dumping, spilling, leaking, leaching, placing, presence,

pumping, pouring, emitting, emptying, escaping, or other release of any Hazardous Materials.

(xvii) The Property is free and clear of all mechanic's liens, liens, mortgages, or monetary encumbrances of any nature, except as expressly permitted in this Agreement or that will be paid in full by Seller at or before Closing, and no work has been performed or is in progress by Seller, and no materials have been furnished to the Property or any portion thereof on behalf of or at the direction of Seller, which might give rise to mechanic's, materialman's or other liens against.

(xviii) Seller has not: (A) filed any voluntary or had involuntarily filed against it in any court or with any governmental body pursuant to any statute either of the United States or of any State, a petition in bankruptcy or insolvency or seeking to effect any plan or other arrangement with creditors, or seeking the appointment of a receiver; (B) had a receiver, conservator, or liquidating agent or similar person appointed for all or a substantial portion of its assets; (C) suffered the attachment or other judicial seizure of all, or substantially all, of its assets; (D) given notice to any person or governmental body of insolvency; or (E) made an assignment for the benefit of its creditors or taken any other similar action for the protection or benefit of its creditors. Seller is not insolvent and will not be rendered insolvent by the performance of its obligations under this Agreement.

(b) The representations and warranties set forth in this Section 7.01 shall be continuing and shall be true and correct in all material respects as of the Closing Date with the same force and effect as if made at that time. Subject to the terms and conditions of Article XI, the representations and warranties of Seller set forth in this Section 7.01 shall survive the Closing for a period of six (6) months following closing and will not be affected by any investigation, verification, or approval by any party or anyone on behalf of any party to this Agreement. The provisions of this Section 7.01(b) shall survive Closing.

Section 7.02 **Purchaser's Representations and Warranties.**

(a) Purchaser represents and warrants to Seller on and as of the date of this Agreement and on and as of the Closing Date, as follows:

(i) Purchaser is a limited partnership duly organized, validly existing, and in good standing under the laws of the State of Delaware and has the requisite power and authority to enter into this Agreement and the instruments referenced herein, and to consummate the transactions contemplated hereby.

(ii) The execution, delivery, and performance of this Agreement by Purchaser and all agreements, instruments, and documents herein provided to be executed by Purchaser on the Closing Date: (A) do not violate the organizational documents of Purchaser or any contract, agreement, commitment, lease, order, judgment, or decree to which Purchaser is a party; and (B) have been duly

authorized by the requisite action of the partners of Purchaser and the appropriate and necessary action has been taken on the part of Purchaser.

(iii) The individual(s) executing this Agreement and the instruments referenced herein on behalf of Purchaser have the legal power, right, and actual authority to bind Purchaser to the terms and conditions hereof and thereof.

(iv) This Agreement is valid and binding upon Purchaser, subject to bankruptcy, reorganization, and other similar laws affecting the enforcement of creditors' rights generally.

(v) Neither the execution, delivery, or performance of this Agreement, nor the consummation of the transactions contemplated hereby is prohibited by, or requires Purchaser to obtain any consent, authorization, approval, or registration under any law, statute, rule, regulation, judgment, order, writ, injunction, or decree which is binding upon Purchaser which has not been previously obtained.

(vi) To the best of its knowledge, there are no judgments, orders, or decrees of any kind against Purchaser unpaid or unsatisfied of record, nor any actions, suits, or other legal or administrative proceedings pending or, to the best of Purchaser's actual knowledge, threatened against Purchaser, which would have any material adverse effect on the business or assets or the condition, financial or otherwise, of Purchaser or the ability of Purchaser to consummate the transactions contemplated by this Agreement.

(b) The representations and warranties set forth in this Section 7.02 shall be continuing and shall be true and correct in all material respects as of the Closing Date with the same force and effect as if made at that time. The representations and warranties set forth in this Section 7.02 shall survive the Closing and will not be affected by any investigation, verification, or approval by any party or anyone on behalf of any party to this Agreement.

ARTICLE VIII
SELLER'S COVENANTS

Section 8.01 **Leases.**

(a) During the period from the Effective Date until the Closing Date, Seller shall not enter into any lease or license affecting all or any portion of the Property or submit or consider any proposal for any lease or license affecting all or any portion of the Property without Purchaser's prior written consent, which consent may be given or withheld in Purchaser's sole and absolute discretion. Notwithstanding the foregoing, Seller may renew any Leases for terms not to exceed one (1) year from the Closing Date. No Leases may be renewed or otherwise extended for terms that exceed one (1) year from the Closing Date without Purchaser's prior written consent, which consent may be given or withheld in Purchaser's sole and absolute discretion.

(b) During the period from the Effective Date until the Closing Date, (i) Seller shall not terminate, modify, amend or extend any Leases without Purchaser's prior written consent, which consent may be given or withheld in Purchaser's sole and absolute discretion; and (ii) Seller shall provide Purchaser copies of any notices received by Seller relating to any Lease or other agreement affecting the Property. Notwithstanding the foregoing, during the period from the Effective Date until the Closing Date, Seller shall enforce the Leases in the ordinary course of business and in a manner consistent in all material respects with past practice.

Section 8.02 **Maintenance and Repairs.** During the period from the Effective Date until the Closing Date, Seller shall cause the Property and the Improvements to be maintained in substantially the same manner as prior to the Effective Date pursuant to Seller's normal course of business. Seller shall not cause or make any new improvements, alterations, or demolition to the Property without notice and written consent of Purchaser.

Section 8.03 **Service Contracts.** Following the Effective Date, Seller shall not enter into any new Service Contracts which are not terminable on or before the Closing Date without Purchaser's prior written consent, which consent may be given or withheld in Purchaser's sole and absolute discretion. On or before the Closing, Seller shall, at its sole cost and expense, terminate any and all Service Contracts.

ARTICLE IX
RISK OF LOSS

Section 9.01 **Risk of Loss.** If prior to the Closing Date any portion of the Property shall be taken by condemnation or eminent domain or damaged or destroyed by fire or other casualty, neither party shall have the right to cancel this Agreement, except as otherwise provided in Section 9.02 of this Agreement. If this Agreement is not terminated in strict accordance with Section 9.02, Purchaser shall purchase the Property in accordance with this Agreement, and the Purchase Price shall not be reduced; provided, however, that Seller's rights to any award resulting from such taking or any insurance proceeds resulting from such fire or other casualty shall be assigned by Seller to Purchaser at the Closing. Purchaser and Seller hereby irrevocably waive the provision of any statute that provides for a different outcome or treatment in the event the Property shall be taken or damaged or destroyed by fire or other casualty.

Section 9.02 **Major Taking or Casualty.** If prior to the Closing Date any portion of the Property shall be: (a) taken by any condemnation or eminent domain which would permanently or materially impair Purchaser's intended use of the Property; or (b) damaged or destroyed by fire or other casualty which would permanently or materially impair Purchaser's intended use of the Property, then Purchaser may terminate this Agreement by giving Seller and Escrow Agent written notice thereof ("**Purchaser's Termination Notice**") within thirty (30) days from the date Purchaser receives written notice of any such taking, fire, or other casualty. Upon receipt of Purchaser's Termination Notice, the Escrow Agent shall refund to Purchaser the Deposit and upon such refund being made, this Agreement shall terminate and neither party shall have any further rights and/or obligations with respect to each other or this Agreement, except for any obligations that expressly survive termination of this Agreement.

ARTICLE X
NOTICES

Section 10.01 **Delivery of Notices.** Unless specifically stated otherwise in this Agreement, all notices, demands, consents, approvals, waivers, or other communications (for purposes of this Section 10.01 collectively referred to as "**Notices**") shall be in writing and delivered to Purchaser, Seller, or Escrow Agent, at the addresses set forth in Section 10.02, by one of the following methods:

(a) personal delivery, whereby delivery is deemed to have occurred at the time of delivery;

(b) overnight delivery by a nationally recognized overnight courier company, whereby delivery is deemed to have occurred the Business Day following delivery by the courier;

(c) registered or certified mail, postage-prepaid, return receipt requested, whereby delivery is deemed to have occurred on the third Business Day following deposit with the United States Postal Service; or

(d) electronic transmission by email provided that the transmission is completed no later than 5:00 pm on a Business Day and the original also is sent by personal delivery, overnight delivery or by mail in the manner previously described, whereby delivery is deemed to have occurred at the end of the Business Day on which electronic transmission is completed.

Section 10.02 **Parties Addresses**.

(a) Unless changed in accordance with Section 10.02(b) of this Agreement, the addresses for all communications and notices shall be as follows:

If to Seller:

City of North Charleston
Attn: Adam MacConnell
2500 City Hall Lane
North Charleston, SC 29406
Email: amacconnell@northcharleston.org

With a copy to:

City Attorney
N Chas Legal Department, 3rd Floor
2500 City Hall Lane
North Charleston, SC 29406
Email: dvanraalte@northcharleston.org

and

Bruce A. Berlinsky, Esq.
One Carriage Ln., Bldg. F
Charleston, SC 29407
Email: bruce@berlinskylawfirm.com

If to Purchaser:

Navy Yard Master JV, L.P.
Attn: Ned Miller
1360 Truxtun Avenue
North Charleston, SC 29405
Email: Ned.Miller@NavyYardCHS.com

and

Navy Yard Master JV, L.P.
Attn: Jay Weaver
1360 Truxtun Avenue
North Charleston, SC 29405
Email: jay.weaver@navyyardchs.com

and

Navy Yard Master JV, L.P.
Attn: Dana Griffin
Ponce City Market
675 Ponce de Leon Avenue, NE
7th Floor
Atlanta, Georgia 30308
Email: Dana.Griffin@JamestownLP.com

and

Navy Yard Master JV, L.P.
Attn: Legal
Ponce City Market
675 Ponce de Leon Avenue, NE
7th Floor
Atlanta, Georgia 30308
Email: Mack.Heller@JamestownLP.com
Email: Legal@JamestownLP.com

With a copy to:

Haynsworth Sinkler Boyd, P.A.
134 Meeting Street, Third Floor
Charleston, South Carolina 29401
Attn: James H. Suddeth III, Esq.
Email: jsuddeth@hsblawfirm.com

If to Escrow Agent:

Haynsworth Sinkler Boyd, P.A.
134 Meeting Street, Third Floor
Charleston, South Carolina 29401
Attn: James H. Suddeth III, Esq.
Email: jsuddeth@hsblawfirm.com

(b) Any party may, by notice given in accordance with this Article X, designate a different address or person for receipt of all communications or notices.

(c) Any notice under this Agreement may be given by the attorneys of the respective parties who are hereby authorized to do so on their behalf.

ARTICLE XI
REMEDIES

Section 11.01 **Seller Remedies.** If Purchaser shall fail to close as and when required under this Agreement (a "**Purchaser Default**"), Seller's sole and exclusive remedy shall be to retain the Deposit as liquidated damages for such Purchaser Default. Upon payment of the Deposit to Seller, this Agreement shall be terminated and the parties shall be released from further liability to each other hereunder, except for those obligations and liabilities that are expressly stated to survive termination of this Agreement. SELLER AND PURCHASER AGREE THAT IT WOULD BE IMPRACTICAL AND EXTREMELY DIFFICULT TO ESTIMATE THE DAMAGES THAT SELLER MAY SUFFER UPON A PURCHASER DEFAULT AND THAT THE DEPOSIT REPRESENTS A REASONABLE ESTIMATE OF THE TOTAL NET DETRIMENT THAT SELLER WOULD SUFFER UPON A PURCHASER DEFAULT. SUCH LIQUIDATED AND AGREED DAMAGES ARE NOT INTENDED AS A FORFEITURE OR A PENALTY WITHIN THE MEANING OF APPLICABLE LAW.

Section 11.02 **Purchaser Remedies.** If Seller shall default in the performance of any of Seller's obligations to be performed under this Agreement and the Closing does not occur as a result thereof (a "**Seller Default**"), Purchaser's sole and exclusive remedy shall be to either:

(a) terminate this Agreement by delivery of written notice to Seller and Escrow Agent, in which event Escrow Agent shall return the Deposit to Purchaser and Purchaser may recover from Seller, as its sole recoverable damages (but without limiting its right to receive a refund of the Deposit), the full amount of the Purchaser's Costs actually incurred not to exceed Two Hundred Fifty Thousand and 00/100 Dollars

($250,000.00) (the "**Damages Cap**"); provided, however, that if Purchaser is unable to specifically enforce the obligations of Seller under this Agreement due to the failure of Seller to hold quit claim title to and the right to convey the Property, whether by Seller's prior conveyance of the same, or otherwise, Purchaser's right to recover the full amount of Purchaser's Costs shall not be limited by the Damages Cap; or

(b) continue this Agreement and seek specific performance of Seller's obligations hereunder, provided that any such action for specific performance must be commenced within thirty (30) days after such Seller Default, and if Purchaser prevails thereunder, Seller shall reimburse Purchaser for all reasonable legal fees, court costs, and all other costs of such action.

The term "**Purchaser's Costs**" is defined for the purpose of this Agreement as the direct and actual out-of-pocket expenses and costs actually incurred by Purchaser for: (i) title examination, survey, and municipal searches, including the issuance of Purchaser's Title Commitment and any continuation thereof, without issuance of a title insurance policy; (ii) fees paid to Purchaser's engineer for preparing any environmental and engineering reports with respect to the Property; and (iii) the actual and reasonable third-party costs incurred by Purchaser in connection with the negotiation of this Agreement and Purchaser's Inspections and other due diligence activities with respect to the Property, including, without limitation, reasonable attorneys' fees.

ARTICLE XII
ESCROW

Section 12.01 **Appointment of Escrow Agent.** Seller and Purchaser hereby appoint and designate Escrow Agent as escrow agent to receive, hold, and disburse the Deposit in accordance with the terms of this Agreement. Escrow Agent hereby accepts its appointment as the escrow agent and agrees to receive, hold, and disburse the Deposit in accordance with the terms of this Agreement. Notwithstanding the foregoing, promptly following a written request from Purchaser, the Escrow Agent named herein shall transfer the Deposit to the escrow account of a national office of a nationally recognized title and escrow company (a "**Replacement Escrow Agent**"); provided that (i) such Replacement Escrow Agent agrees in writing to be bound by the escrow provisions of this Agreement, and (ii) Escrow Agent shall notify Seller of any such transfer promptly thereafter. Upon the appointment of a Replacement Escrow Agent as provided above, all references to "Escrow Agent" in this Agreement shall be deemed to mean Replacement Escrow Agent.

Section 12.02 **Disposition and Termination.** The Deposit shall be held, applied or returned, as applicable, in accordance with the terms of this Agreement. Escrow Agent shall not be liable for complying with applicable laws or the terms of this Agreement. The Escrow Agent shall be entitled to rely and act upon any written instrument received by it from Purchaser or Seller, and if a limited liability company, purporting to be executed by an officer, member, or manager thereof, and shall not be required to inquire into the authority of such officer or member or the correctness of the facts stated in said instrument. Upon the release and distribution of the Deposit in accordance with this Agreement, Escrow Agent's responsibilities and liabilities under this Agreement shall automatically terminate.

Section 12.03 **Duties of Escrow Agent.** Escrow Agent shall have no liability or obligation with respect to the Deposit except for Escrow Agent's willful misconduct or gross negligence. Escrow Agent's sole responsibility shall be for the safekeeping and disbursement of the Deposit in accordance with the terms of this Agreement. The parties agree that Escrow Agent shall place the Deposit in an account of a federally insured national bank. Escrow Agent shall have no implied duties or obligations and shall not be charged with knowledge or notice of any fact or circumstance not specifically set forth herein. Escrow Agent may rely upon any instrument, not only as to its due execution, validity and effectiveness, but also as to the truth and accuracy of any information contained therein, which Escrow Agent shall in good faith believe to be genuine, to have been signed or presented by the person or parties purporting to sign the same and to conform to the provisions of this Agreement. In no event shall Escrow Agent be liable for incidental, indirect, special, consequential or punitive damages. Escrow Agent shall not be obligated to take any legal action or commence any proceeding in connection with the Deposit, any account in which the Deposit is deposited or this Agreement, or to appear in, prosecute or defend any such legal action or proceedings. Escrow Agent may consult legal counsel selected by it in the event of any dispute or question as to the construction of any of the provisions hereof or of any other agreement or of its duties hereunder, and shall incur no liability and shall be fully protected from any liability whatsoever in acting in accordance with the opinion or instruction of such counsel. Seller and Purchaser shall promptly pay, upon demand, the reasonable fees and expenses of any such counsel. Escrow Agent is authorized, in its sole discretion, to comply with orders issued or process entered by any court with respect to the Deposit, without determination by Escrow Agent of such court's jurisdiction in the matter. If any portion of the Deposit is at any time attached, garnished or levied upon under any court order, or in case the payment, assignment, transfer, conveyance or delivery of any such property shall be stayed or enjoined by any court order, or in case any order, judgment or decree shall be made or entered by any court affecting such property or any part thereof, then and in any such event, Escrow Agent is authorized, in its sole discretion, to rely upon and comply with any such order, writ, judgment or decree which it is advised by legal counsel selected by it is binding upon it without the need for appeal or other action; and if Escrow Agent complies with any such order, writ, judgment or decree, it shall not be liable to Purchaser or to Seller or to any other person or entity by reason of such compliance even though such order, writ, judgment or decree may be subsequently reversed, modified, annulled, set aside or vacated.

Section 12.04 **Indemnification of Escrow Agent.** From and at all times after the Effective Date, each of Seller and Purchaser shall jointly and severally, to the fullest extent permitted by law and to the extent provided herein, hold harmless Escrow Agent and each partner, shareholder, officer, employee, attorney, agent and affiliate of Escrow Agent (collectively, the "**Indemnified Parties**") against any and all actions, claims (whether or not valid), losses, damages, liabilities, costs and expenses of any kind or nature whatsoever (including, without limitation, reasonable attorneys' fees, costs and expenses) incurred by or asserted against any of the Indemnified Parties from and after the date hereof, whether direct, indirect or consequential, as a result of or arising from or in any way relating to any claim, demand, suit, action or proceeding (including any inquiry or investigation) by any person, whether threatened or initiated, asserting a claim for any legal or equitable remedy against any person under any statute or regulation, including, but not limited to, under any common law or equitable cause or otherwise, arising from or in connection with the negotiation, preparation, execution, performance or failure of performance of this Agreement or any transactions

contemplated herein, whether or not any such Indemnified Party is a party to any such action, proceeding, suit or the target of any such inquiry or investigation; provided, however, that no Indemnified Party shall have the right to be indemnified hereunder for any liability resulting from the gross negligence or willful misconduct of any Indemnified Party. If any such action or claim shall be brought or asserted against any Indemnified Party, such Indemnified Party shall promptly notify Seller and Purchaser in writing, and Seller and Purchaser shall assume the defense thereof, including the employment of counsel and the payment of all expenses. Such Indemnified Party shall, in its sole discretion, have the right to employ separate counsel in any such action and to participate in the defense thereof, and the fees and expenses of such counsel shall be paid by such Indemnified Party unless (i) Seller and Purchaser agree to pay such fees and expenses, or (ii) Seller or Purchaser shall fail to assume the defense of such action or proceeding or shall fail, in the reasonable discretion of such Indemnified Party, to employ counsel satisfactory to the Indemnified Party in any such action or proceeding, or (c) the named parties to any such action or proceeding (including any impleaded parties) include both Indemnified Party and Seller or Purchaser, and Indemnified Party shall have been advised by counsel that there may be one or more legal defenses available to it which are different from or additional to those available to Seller or Purchaser. All such fees and expenses payable by Seller or Purchaser pursuant to the foregoing sentence shall be paid from time to time as incurred, both in advance of and after the final disposition of such action or claim. All of the foregoing losses, damages, costs and expenses of the Indemnified Parties shall be payable equally by Seller and Purchaser, upon written demand by such Indemnified Party.

Section 12.05 **Disputes.** If, at any time, there shall exist any dispute between Seller and Purchaser with respect to the holding or disposition of any portion of the Deposit or any other obligations of Escrow Agent hereunder, or if at any time Escrow Agent is unable to determine, to Escrow Agent's sole satisfaction, the proper disposition of any portion of the Deposit or Escrow Agent's proper actions with respect to its obligations hereunder, or if Seller and Purchaser have not within thirty (30) days of the furnishing by Escrow Agent of a notice of resignation pursuant to this Article XII, appointed a successor escrow agent to act hereunder, then Escrow Agent, in its sole discretion, may take either or both or the following actions:

(a) suspend the performance of any of its obligations under this Agreement until such dispute or uncertainty shall be resolved to the sole satisfaction of Escrow Agent or until a successor escrow agent shall have been appointed (as the case may be); and/or

(b) petition (by means of an interpleader action or any other appropriate method) any court of competent jurisdiction, for instructions with respect to such dispute or uncertainty, and pay into or deposit with such court the Deposit and all other funds held by it for holding and disposition in accordance with the instructions of such court.

Escrow Agent shall have no liability to Seller, Purchaser or any other person with respect to any such suspension of performance or disbursement to court, specifically including any liability that may arise, or be alleged to have arisen, out of or as a result of any delay in the disbursement of funds held by Escrow Agent or any delay in or with respect to any other action required or requested of Escrow Agent

Section 12.06 **Resignation of Escrow Agent.** Escrow Agent may resign from the performance of its duties hereunder at any time by giving written notice to Seller and Purchaser or may be removed, with or without cause, by Seller and Purchaser, acting jointly, at any time by the giving of written notice to Escrow Agent. Such resignation or removal shall take effect upon the appointment of a successor escrow agent as provided herein. Upon any such notice of resignation or removal, Seller and Purchaser shall appoint a successor escrow agent hereunder. Upon the acceptance in writing of any appointment as escrow agent hereunder by a successor escrow agent, such successor escrow agent shall thereupon succeed to and become vested with all the rights, powers, privileges and duties of the retiring Escrow Agent, and the retiring Escrow Agent shall be discharged from its duties and obligations under this Agreement, but shall not be discharged from any liability for actions taken as Escrow Agent hereunder prior to such succession. After any retiring Escrow Agent's resignation or removal, the provisions of this Agreement shall inure to its benefit as to any actions taken or omitted to be taken by it while it was Escrow Agent under this Agreement.

Section 12.07 **Disclosure and Waiver of Conflict of Interest.** SELLER AND PURCHASER HEREBY ACKNOWLEDGE AND CONSENT THAT ESCROW AGENT MAY ACT AS ESCROW AGENT IN THIS TRANSACTION, AND THAT SUCH CONSENT FOLLOWS FULL DISCLOSURE THAT ESCROW AGENT HAS REPRESENTED AND MAY CONTINUE TO REPRESENT PURCHASER (AND ANY OF ITS AFFILIATES OR RELATED ENTITIES) IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED IN THIS AGREEMENT AND ON OTHER MATTERS. ESCROW AGENT IS ACTING AS ESCROW AGENT AS AN ACCOMMODATION TO SELLER AND PURCHASER, AND THE ESCROW AGENCY IS CONTEMPLATED TO BE A DISCHARGE OF ROUTINE ESCROW INSTRUCTIONS REGARDING THE ESCROW FUNDS DESCRIBED HEREIN. SELLER AND PURCHASER WAIVE ANY CONFLICT OF INTEREST THAT MAY EXIST. IN THE EVENT OF ANY DISPUTE BETWEEN SELLER AND PURCHASER, SELLER AND PURCHASER SPECIFICALLY AGREE THAT ESCROW AGENT MAY REPRESENT PURCHASER IN CONNECTION WITH ANY SUCH DISPUTE, INCLUDING, WITHOUT LIMITATION, REPRESENTING PURCHASER IN ANY MEDIATION, ARBITRATION, OR LITIGATION PROCEEDINGS.

Section 12.08 **Survival.** This Article XII shall survive the Closing for six (6) months or the termination of this Agreement.

ARTICLE XIII
CONFIDENTIALITY AND PRESS RELEASE

Section 13.01 **Confidentiality.** Each party covenants and agrees not to communicate the terms or any aspect of this Agreement and the transactions contemplated hereby or the content of any and all information in respect of the Property which is supplied by either party (collectively, the "**Confidential Information**") to any person or entity without the express written consent of the other party; provided, however, that a party may, without consent, disclose any Confidential Information: (a) to its respective advisors, consultants, attorneys, accountants, partners, investors, and lenders (the "**Transaction Parties**") without the express written consent of the other party, so long as any such Transaction Parties to whom disclosure is made shall also agree to keep all such information confidential in accordance with the terms hereof; (b) to any

governmental, municipal or regulatory authority having jurisdiction over the Property; and (c) if disclosure is required by law or by regulatory or judicial process. The foregoing confidentiality obligations shall not apply to the extent that any such Confidential Information is a matter of public record or is provided in other sources readily available to the real estate industry other than as a result of disclosure by a party or its Transaction Parties.

Section 13.02 **No Press Release; Publicity.** Prior to the Closing Date, no press releases or public statements shall be issued or made by either Seller or Purchaser with respect to the transactions contemplated by this Agreement without consent of Seller and Purchaser, except to the extent any such public statements or other disclosures are required by law or by regulatory or judicial process.

ARTICLE XIV
BROKERS

Section 14.01 **Brokers.** Purchaser and Seller each represent and warrant to each other that they dealt with no broker in connection with, nor has any broker had any part in bringing about, this transaction.

Section 14.02 **Survival.** The provisions of this Article XIV shall survive the Closing for six (6) months or the termination of this Agreement prior to the Closing.

ARTICLE XV
MISCELLANEOUS

Section 15.01 **Governing Law.** The laws of the State of South Carolina shall govern the interpretation, validity, performance and enforcement of this Agreement (without reference to choice of law principles).

Section 15.02 **Merger; No Representations.** This Agreement constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. This Agreement is entered into after full investigation, no party is relying upon any statement or representation, not set forth in this Agreement, made by any other party.

Section 15.03 **No Survival.** Except as otherwise provided in this Agreement, the terms and conditions of this Agreement shall not survive the Closing or earlier termination of this Agreement, and no action based thereon shall be commenced after the Closing.

Section 15.04 **Business Days.** Whenever any action must be taken (including the giving of notices) under this Agreement during a certain time period (or by a particular date) that ends or occurs on a day other than a Business Day, then such period (or date) shall be extended until the next succeeding Business Day. As used herein, the term "**Business Day**" shall mean any day other than a Saturday, a Sunday, or a legal holiday on which national banks are not open for general business in the State of South Carolina.

Section 15.05 **Modifications and Amendments.** This Agreement cannot under any circumstance be modified or amended orally, and no agreement shall be effective to waive, change, modify, terminate, or discharge this Agreement, in whole or in part, unless such agreement is in writing and is signed by both Seller and Purchaser. Major modifications shall require City Council approval. Minor modifications may be approved by either Seller's legal department or by City Planning Director.

Section 15.06 **Successors and Assigns; Assignment.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs or successors and permitted assigns. Except as otherwise expressly permitted herein, this Agreement is not assignable by Purchaser without first obtaining the prior written approval of Seller, such approval not to be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Purchaser may assign this Agreement, without first obtaining the prior approval of Seller, to one or more entities so long as (a) Purchaser is an affiliate of the assignee purchasing entity(ies), (b) Purchaser is not released from its liability hereunder until Closing, and (c) Purchaser provides written notice to Seller of any proposed assignment no later than fifteen (15) days prior to the Closing Date. As used herein, an affiliate is a person or entity that is (i) controlled by, under common control with, or controlling another person or entity, (ii) solvent at the time of assignment and at the time of Closing, (iii) not rendered insolvent by such assignment, and (iv) has sufficient assets to consummate the transaction contemplated herein (when the assets of its affiliates are taken into account). If an assignee assumes all of Purchaser's obligations under this Agreement in writing, then from and after the Closing, Purchaser shall be released from all obligations under this Agreement.

Section 15.07 **Severability.** If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect, invalidate, or render unenforceable any other term or provision of this Agreement. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated by this Agreement be consummated as originally contemplated to the greatest extent possible.

Section 15.08 **Further Assurances.** Each of the parties hereto shall execute and deliver such additional documents, instruments, conveyances, and assurances and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby, provided such documents are customarily delivered in real estate transactions in the State of South Carolina and do not impose any material obligations upon any party hereunder except as set forth in this Agreement.

Section 15.09 **Counterparts.** This Agreement may be executed by the parties in separate counterparts, each of which when so executed and delivered shall be an original for all purposes, but all such counterparts shall together constitute but one and the same instrument. Handwritten signatures to this Agreement transmitted by facsimile or electronic transmission (e.g., a "PDF" file by electronic mail) and digital signatures transmitted electronically and/or via the internet or electronic mail (e.g., DocuSign) shall be valid and effective to bind the party so signing.

Section 15.10 **Headings.** The captions or paragraph titles contained in this Agreement are for convenience and reference only and shall not be deemed a part of the text of this Agreement.

Section 15.11 **No Waivers.** No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party providing the waiver. No waiver by either party of any failure or refusal to comply with any obligations under this Agreement shall be deemed a waiver of any other or subsequent failure or refusal to so comply.

Section 15.12 **No Offer.** This Agreement shall not be deemed an offer or binding upon Seller or Purchaser until this Agreement is fully executed and delivered by Seller and Purchaser.

Section 15.13 **No Personal Liability of Officers, Partners, Trustees or Directors.** Seller acknowledges that this Agreement is entered into by Purchaser, which is a Delaware limited partnership, and Seller agrees that none of Purchaser's partners, managers, members, employees, officers, directors, trustees, shareholders, counsel, representatives or agents shall have any personal liability under this Agreement or any document executed in connection with the transactions contemplated by this Agreement.

Section 15.14 **Waiver of Jury Trial; Consent to Jurisdiction.** SELLER AND PURCHASER HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM (WHETHER ARISING IN TORT OR CONTRACT) BROUGHT BY SUCH PARTY AGAINST THE OTHER ON ANY MATTER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT. ANY LITIGATION ARISING HEREUNDER OR RELATED HERETO SHALL BE TRIED BY A COURT OF COMPETENT JURISDICTION IN THE COUNTY WHERE THE PROPERTY IS LOCATED, AND SELLER AND PURCHASER AND ALL OF THEIR RESPECTIVE MEMBERS, PARTNERS, SHAREHOLDERS, OFFICERS AND DIRECTORS, HEREBY SUBMIT TO THE JURISDICTION OF SUCH COURTS.

Section 15.15 **Time of the Essence.** The parties hereto acknowledge and agree that, except as otherwise expressly provided in this Agreement, TIME IS OF THE ESSENCE for the performance of all actions (including, without limitation, the giving of notices, the delivery of documents, and the funding of money) required or permitted to be taken under this Agreement.

Section 15.16 **Repurchase Option.** This Agreement for the sale of the Property is made on the covenant of Purchaser that it will comply with the construction commencement obligations set forth in the Repurchase Option Agreement. If Purchaser shall fail to commence construction on the Property as required in the Repurchase Option Agreement, then Seller shall have the option to repurchase all or certain portions of the Property in accordance with the Repurchase Option Agreement (the "**Repurchase Option**"). This provision shall be subordinate to any mortgage or financing of Purchaser. This provision shall survive closing.

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

[Signatures on the Following Page]

IN WITNESS WHEREOF, Seller, Purchaser and Escrow Agent have caused this Purchase and Sale Agreement to be executed as of the Effective Date.

SELLER:

CITY OF NORTH CHARLESTON,
a municipal corporation organized and existing under the laws of the State of South Carolina

By: _____
Name: _____
Its: _____

PURCHASER:

NAVY YARD MASTER JV, L.P.,
a Delaware limited partnership

By: CMD Navy Yard Master GP, LLC,
a South Carolina limited liability company
Its: General Partner

By: _____
Name: James M. Weaver, Jr.
It: Authorized Signatory

By: JT Navy Yard Master GP, LLC,
a Delaware limited liability company
Its: General Partner

By: _____
Name: Dana Griffin
Its: Authorized Signatory

ESCROW AGENT:

HAYNSWORTH SINKLER BOYD, P.A.

By: _____
Name: James H. Suddeth III, Esq.
Its: Shareholder

EXHIBIT A

GIS Map of the Land

BATTERY PARK
North Charleston, SC
Exhibit - A

N

Parcel	TMS Number	Approx. Acreage (Highland)
A-1	400-00-00-047	7.28
A-2	400-00-00-065	6.49
A-3	400-00-00-072	1.34
A-4	400-00-00-071	1.69
A-5	400-00-00-217	7.06
A-6	400-00-00-109	13.7
A-7	400-00-00-218	0.24
		Total: 37.80 ac

Note:
1. Boundaries and Acreages taken from Charleston Co. GIS.
2. No boundary survey has been prepared. Exact acreages may differ from the table shown above once a survey has been prepared.

EXHIBIT B

Map of Land Subject to Development Agreement

N

Not to Scale

Navy Base Development Agreement

Boundary Map – All Real Property

Exhibit - B

Area	Portion of Real Property	Approx. Acreage (Highland)
A	Battery Park	50.12
B	Navy Yard	60.363
		Total: +/- 110.483

EXHIBIT C

Development Agreement

[Attached.]

NAVY BASE DEVELOPMENT AGREEMENT

by and among

STOREHOUSE PARTNERS, LLC,
a South Carolina limited liability company,

POWERHOUSE PARTNERS, LLC,
a South Carolina limited liability company,

THREE SISTERS PARTNERS, L.P.,
a Delaware limited partnership,

NAVY LAND PARTNERS, L.P.,
a Delaware limited partnership,

NAVY INFIRMARY PARTNERS, L.P.,
a Delaware limited partnership,

SOUTHEASTERN VALUE PURITAN MILL, L.P.,
a Delaware limited partnership,

SAINT JOHNS PARTNERS, L.P.,
a Delaware limited partnership,

FIRE STATION PARTNERS, L.P.,
a Delaware limited partnership,

and

THE CITY OF NORTH CHARLESTON,
a political subdivision of the State of South Carolina

dated as of [_], 2023

[Insert Table of Contents]

EXHIBITS	
Exhibit A-1	Boundary Map of the Real Property
Exhibit A-2	Legal Descriptions of the Real Property
Exhibit A-3	Recorded Plats of Parcels Comprising the Real Property
Exhibit B-1	Navy Base Redevelopment District Ordinance
Exhibit B-2	Rezoning Ordinance
Exhibit C	Development Agreement Ordinance
Exhibit D	Conceptual Land Use Plan
Exhibit E	Development Schedule
Exhibit F	City of North Charleston Zoning Code

NAVY BASE DEVELOPMENT AGREEMENT

This DEVELOPMENT AGREEMENT (together with the Exhibits attached hereto this "***Agreement***"), is entered into effective as of [_], 2023 (the "***Effective Date***"), by and among the CITY OF NORTH CHARLESTON, a political subdivision of the State of South Carolina (the "***City***"), STOREHOUSE PARTNERS, LLC, a South Carolina limited liability company ("***Storehouse Partners***"), POWERHOUSE PARTNERS, LLC, a South Carolina limited liability company ("***Powerhouse Partners***"), THREE SISTERS PARTNERS, L.P., a Delaware limited partnership ("***Three Sisters Partners***"), NAVY LAND PARTNERS, L.P., a Delaware limited partnership ("***Navy Land Partners***"), NAVY INFIRMARY PARTNERS, L.P., a Delaware limited partnership ("***Navy Infirmary Partners***"), SOUTHEASTERN VALUE PURITAN MILL, L.P., a Delaware limited partnership ("***Southeastern Value***"), SAINT JOHNS PARTNERS, L.P., a Delaware limited partnership ("***Saint Johns Partners***"), and FIRE STATION PARTNERS, L.P., a Delaware limited partnership ("***Fire Station Partners***") (the City, Storehouse Partners, Powerhouse Partners, Three Sisters Partners, Navy Land Partners, Navy Infirmary Partners, Southeastern Value, Saint Johns Partners, and Fire Station Partners, each a "***Property Owner***" and collectively the "***Property Owners***"). The City and each of the Property Owners are sometimes singularly referred to as a "party" and are collectively referred to as the "parties" in this Agreement.

RECITALS

WHEREAS, the Property Owners are the owner of fee simple title to the real property, improvements and other structures now or hereafter located thereon in the City of North Charleston, County of Charleston, State of South Carolina (the "***Real Property***"), which Real Property is generally depicted on the boundary map attached hereto as Exhibit A-1 and incorporated herein by reference (the "***Boundary Map***"), is more particularly described in the legal descriptions contained on Exhibit A-2 attached hereto and incorporated herein by reference, and is more particularly shown on the recorded plats attached hereto as Exhibit A-3 and incorporated herein by reference; and

WHEREAS, on [_], 2023, the City Council of the City of North Charleston (the "***City Council***") adopted that certain Ordinance Creating New Section 5-4.3 of the Zoning Regulations of the City of North Charleston to Create a New Zoning District Known as Navy Base Redevelopment District (NBRD) and New Section 6-2.3 Navy Base Redevelopment District Design Standards, Ordinance #2023-010, a true and complete copy of which is attached hereto as Exhibit B-1 and incorporated herein by reference, pursuant to which the City Council modified the Zoning Code (as hereinafter defined) to create a new zoning district known and designated as "Navy Base Redevelopment District" (the "***Navy Base Redevelopment District***"), and adopted that certain Ordinance Rezoning 89 Properties on the Former Navy Base from CRD, Commercial Redevelopment; M-1, Light Industrial; M-2, Heavy Industrial; and PD, Planned Development (Navy Yard at Noisette); to NBRD, Navy Base Redevelopment (Council Districts 7 & 10), Ordinance #2023-011, a true and complete copy of which is attached hereto as Exhibit B-2 and incorporated herein by reference, pursuant to which those portions of the Real Property shown and designated as "Battery Park" and "Navy Yard" on the Boundary Map were rezoned to be within the Navy Base Redevelopment District under the Zoning Code; and

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

WHEREAS, in accordance with the Act, the City conducted public hearings regarding its consideration of this Agreement on [_], 2023, and [_], 2023; and

WHEREAS, on [_], 2023, the City Council adopted that certain [Ordinance Title], Ordinance #[_], a true and complete copy of which is attached hereto as Exhibit C and incorporated herein by reference, pursuant to which the City Council determined that this Agreement is consistent with the Comprehensive Plan (as hereinafter defined) of the City and approved this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and the mutual benefits to the parties, the parties agree as follows:

1. **The Real Property.** The Real Property, as defined below, consists of approximately 110.483 acres. The Boundary Map depicts the general location of the Real Property subject to this Agreement. A legal description of each of the parcels comprising the Real Property is set forth in Exhibit A-2, and recorded plats showing each of the parcels comprising of the Real Property are attached on Exhibit A-3. The Lots comprising the Real Property as of the Effective Date are also identified in the tax records of Charleston County, South Carolina, as follows:

Navy Yard			
Property Owner	**TMS Number**	**Approx. Acreage (Highland)**	**Parcel**
Storehouse Partners, LLC	400-00-00-055	2.17	B-1
Powerhouse Partners, LLC	400-00-00-142	3.06	B-2
Three Sisters Partners, L.P.	400-00-00-061	8.30	B-3
Navy Infirmary Partners, L.P.	400-00-00-232	9.23	B-4
Navy Land Partners, L.P.	400-00-00-243	2.27	B-5
Navy Land Partners, L.P.	400-00-00-242	1.34	B-7
Navy Land Partners, L.P.	400-00-00-240	1.38	B-8
Navy Land Partners, L.P.	400-00-00-238	2.17	B-9
Navy Land Partners, L.P.	400-00-00-231	2.22	B-10
Navy Land Partners, L.P.	400-00-00-224	6.16	B-11
Navy Land Partners, L.P.	400-00-00-239	2.18	B-12
Navy Land Partners, L.P.	400-00-00-219	1.27	B-13
Southeastern Value Puritan Mill, L.P.	400-00-00-054	1.77	B-14
Southeastern Value Puritan Mill, L.P.	400-00-00-056	1.32	B-15
Southeastern Value Puritan Mill, L.P.	400-00-00-057	1.68	B-16
Southeastern Value Puritan Mill, L.P.	400-00-00-052	3.23	B-17
Saint Johns Partners LP	400-00-00-250	1.08	B-18
Navy Land Partners, L.P.	400-00-00-160	0.09	B-19
Fire Station Partners, L.P.	400-00-00-229	2.013	B-20
Navy Land Partners, L.P.	400-00-00-233	0.32	B-21
Navy Land Partners, L.P.	400-00-00-244	3.72	B-22
Saint Johns Partners LP	400-00-00-249	3.39	B-23
		Total: 60.363	

Battery Park			
Property Owner	**TMS Number**	**Approx. Acreage (Highland)**	**Parcel**
City of North Charleston	400-00-00-047	7.28	A-1
City of North Charleston	400-00-00-065	6.49	A-2
City of North Charleston	400-00-00-072	1.34	A-3
City of North Charleston	400-00-00-071	1.69	A-4
City of North Charleston	400-00-00-217	7.06	A-5
City of North Charleston	400-00-00-109	13.7	A-6
City of North Charleston	400-00-00-218	0.24	A-7
City of North Charleston	400-00-00-129	1.229	A-8
City of North Charleston	400-00-00-058	11.078	A-9
		Total: 50.12	

2. **Definitions.** Capitalized terms not otherwise defined in the body of this Agreement shall have the following meanings:

"***Act***" has the meaning set forth in the recitals of this Agreement.

"***Agreement***" has the meaning set forth in the preamble of this Agreement.

"***Attainable Housing***" means a residential dwelling unit for which the occupants have an aggregate household income equal to or less than one hundred twenty percent (120%) of the Area Median Income.

"***Attainable Housing Requirement***" has the meaning set forth in Section 12(g) of this Agreement.

"***Area Median Income***" means the median family income, based upon applicable family size, for the Charleston-North Charleston-Summerville metropolitan statistical area as published by the United States Department of Housing and Urban Development. If the United States Department of Housing and Urban Development should no longer compile and publish such statistical information, the most similar information compiled and published by the United States Department of Housing and Urban Development, or any other branch or department of the federal government or the State of South Carolina, shall be used for the purpose of determining Area Median Income.

"***Battery Park***" means the portion of the Real Property shown and designed as "Battery Park" on the Boundary Map.

"***Battery Park Master Plan***" means the master plan for the design and development of Battery Park. As of the Effective Date, the "***Battery Park Master Plan***" shall mean and refer to that certain design plan entitled "Battery Park, North Charleston, South Carolina" prepared for the City of North Charleston by Thomas & Hutton, as Master Planning Consultants, and Thomas & Hutton and Metrocology Inc., as Design Guideline Consultants. At any time during the Term of this Agreement, Property Owners of Lots or Development Parcels within Battery Park shall be entitled to amend, revise, restate or replace the Battery Park Master Plan with the consent of the Zoning Director, such consent not to be unreasonably withheld, conditioned or delayed.

"***Battery Park POA***" has the meaning set forth in Section 12(e)(ii) of this Agreement.

"***Battery Park Restrictive Covenants***" has the meaning set forth in Section 12(e)(ii) of this Agreement.

"***Boundary Map***" has the meaning set forth in the recitals of this Agreement.

"***City***" has the meaning set forth in the preamble of this Agreement.

"***City Council***" has the meaning set forth in the recitals of this Agreement.

"***Clerk of Council***" means the Clerk of Council for the City of North Charleston.

"***Code***" or "***S.C. Code***" has the meaning set forth in the recitals of this Agreement.

"***Comprehensive Plan***" means the City of North Charleston Comprehensive Plan, as amended through the Effective Date, adopted pursuant to S.C. Code Section 6-29-510, et seq., and the "official map" adopted pursuant to S.C. Code Section 6-7-1210, et seq.

"***Conceptual Land Use Plan***" means the Conceptual Land Use Plan attached hereto as Exhibit D and incorporated herein by reference, as the same may hereafter be amended and updated in accordance with this Agreement.

"***County***" means Charleston County, South Carolina.

"***Current Regulations***" means the Comprehensive Plan and the Zoning Code.

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

"***Development Parcel***" means any tract of land on which Development may occur, including platted Lots and unplatted parcels, but excluding streets and other rights-of-way.

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

"***Development Schedule***" means the schedule and guidelines for commencement and completion of the Project attached hereto as Exhibit E and incorporated herein by reference, as the same may hereafter be amended and updated in accordance with this Agreement.

"***Effective Date***" has the meaning set forth in the preamble of this Agreement.

"***Facilities***" means major capital or community improvements including, but not limited to, roads, rights of way, transportation, sanitary sewer, solid waste, storm sewer and drainage, and potable water. Except as otherwise expressly provided in this Agreement, a Property Owner is specifically exempted from any City requirement for the provision of Facilities relating to public education, public health systems and Facilities, libraries, public housing, jails and other detention sites, courts, police and fire stations or related Facilities, and trash or garbage disposal sites; provided, however, that such exemption shall not exempt a Property Owner from payment of applicable user and impact fees for any such Facilities or from generally applicable requirements to allow access for routine garbage, recycling, trash or other services.

"***Land Development Regulations***" means ordinances and regulations enacted by the City for the regulation of any aspect of Development, including, without limitation, all zoning, subdivision, building construction, occupancy or sign regulations of the City and any other regulations controlling the Development or use of property.

"***Laws***" means all ordinances, resolutions, regulations, comprehensive plans, Land Development Regulations, policies and rules, custom and usage (formal and informal) adopted by the City affecting the Development of property, including all laws governing permitted uses of real property and improvements located thereon and laws governing design and construction standards and specifications.

"***Lot***" means a Development Parcel identified in a Subdivision Plat recorded in the office of the County Register of Deeds.

"***Municipal Facilities***" means buildings or other improvements owned or operated by the City or other applicable governmental entity and used for a governmental purpose, including, without limitation, police stations, fire stations, emergency medical and/or rescue squad stations, storm and waste treatment and storage Facilities, libraries, maintenance Facilities administrative offices, city halls, court houses, and other buildings and improvements used for a governmental purpose.

"***Navy Base Redevelopment District***" has the meaning set forth in the preamble of this Agreement.

"***Navy Yard***" means the portion of the Real Property shown and designed as "Navy Yard" on the Boundary Map.

"***Navy Yard POA***" has the meaning set forth in Section 12(e)(i) of this Agreement.

"***Navy Yard Restrictive Covenants***" has the meaning set forth in Section 12(e)(i) of this Agreement.

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

"***POA***" means one or more private property owners' association(s) that may be created pursuant to any Restrictive Covenants.

"***Project***" means the Development that will occur within and upon the Real Property, including, without limitation, any current or future Development of the Navy Yard and Battery Park.

"***Property Owner***" and "***Property Owners***" have the meanings set forth in the preamble of this Agreement and shall include their successors in interest, successors in title (as to any portion of the Real Property), and/or assigns by virtue of assignment or other instrument pursuant to Section 25 of this Agreement. When used herein with reference to a Development Parcel, Lot, or specific portion of the Real Property, "***Property Owner***" shall mean and refer to that specific person or entity that holds legal title to such Development Parcel, Lot, or specific portion of the Real Property. This definition of "***Property Owner***" shall not be understood to impose obligations, burdens, or liabilities on any of the particular persons or entities who qualify as a Property Owner for portions of the Real Property not owned by them.

"***Public Recreational Area***" means a park; garden; pier, dock, waterway landing, or marina; dog park; playground; athletic facility; or similar recreational area for use by the general public.

"***Real Property***" has the meaning set forth in the recitals of this Agreement.

"***Restrictive Covenants***" means and refers to the declaration(s) of covenants, conditions, and restrictions encumbering any portion of the Real Property that have been or will be recorded by a Property Owner.

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

"***Term***" has the meaning set forth in Section 14 of this Agreement.

"***TIF District***" means any Tax Increment Financing District enacted pursuant to S.C. Code Section 31-6-10, et. seq., and/or S.C. Code Section 31-12-10, et. seq., by the City and/or the County within which all or any portion of the Real Property is now or may hereafter be located, as the same may be amended or modified, including the Navy Base Tax Increment Financing District created under City Ordinance #2004-030 dated June 10, 2004.

"***TIF Revenue***" means any tax increment financing revenues generated with respect to any TIF District of which all or any portion of the Real Property is subject.

"***Traffic Impact Analysis***" means an assessment prepared by qualified traffic engineer that assesses the potential effects of a proposed Development on the surrounding transportation system and identifies any necessary mitigation measures to alleviate those impacts, which Traffic Impact Analysis may consider a variety of factors including, without limitation, traffic volume, vehicle

mix, speed, turning movements, and pedestrian and bicycle activity, including, without limitation, any Traffic Impact Analysis required under Section 4-18 of the Zoning Code.

"***Minority and Women Owned Business Enterprises***" means businesses that are at least fifty-one percent (51%) owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" means and refers to African-Americans, Spanish speaking, Spanish surnamed and/or Spanish-heritage Americans, Asian-Americans and American Indians. A Property Owner may rely on written representations regarding an entity's status as a Minority and Women Owned Business Enterprise in lieu of an independent investigation.

"***Zoning Code***" means the official Zoning Code and Zoning and Development Standards Map for the City of North Charleston, as amended through the Effective Date, a true, accurate and complete copy of which is attached hereto as Exhibit F and incorporated herein by reference.

"***Zoning Director***" means the Director or other appropriate officer of the Planning and Zoning Department for the City of North Charleston or their designee.

3. **Parties.** The parties to this Agreement are each of the Property Owners and the City.

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

5. **Description of the Real Property; Addition of New Property.**

(a) *Description and Depiction of the Real Property*. The Real Property that is subject to and governed by this Agreement is generally shown on Exhibit A-1 and is more particularly described on Exhibit A-2 and more particularly depicted on Exhibit A-3. The Real Property consists of a total gross acreage of approximately 111.913 acres of highland.

(b) *Addition of New Property*. A Property Owner may notify the City from time to time of property proposed to be added to the Real Property by the filing of a legal description of subsequently acquired properties with the Clerk of Council and the Zoning Director; provided, however, that no other property shall be added and made subject to this Agreement unless and until (i) the City Council has approved the addition of such subsequently acquired properties and the amendment to this Agreement relating thereto, (ii) this Agreement is duly amended to add the legal description of the subsequently acquired properties to the legal description of the Real Property in accordance with the Act, and (iii) the Conceptual Land Use Plan is duly amended, as applicable. Notwithstanding the foregoing, nothing herein shall require the City to add any property to the Real Property subject to this Agreement.

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

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

8. **Legislative Act.** Any change in the standards established by this Agreement or to Laws pertaining to the same shall require the approval of the City Council, subject to compliance with applicable statutory procedures and consistent with Section 9. This Agreement constitutes a legislative act of the City Council. The City Council adopted this Agreement only after following procedures required by the Act. This Agreement shall not be construed to create a debt of the City as referenced in Section 6-31-145 of the Act or otherwise.

9. **Applicable Land Use Regulations.**

(a) *Applicable Laws and Land Development Regulations*. Except as otherwise expressly provided in this Agreement or by the Act, the Laws applicable to Development of the Real Property are those in force at the time of execution of this Agreement and shall include all Current Regulations.

(b) *Subsequent Regulations*. The City may enact Laws or Land Development Regulations after the Effective Date, subject to the provisions of this Agreement and the Act. In the event state or federal laws or regulations are enacted after the Effective Date that prevent or preclude compliance with one or more provisions of this Agreement, including but not limited to the Conceptual Land Use Plan or the Development Schedule, the provisions of this Agreement shall be modified or suspended as may be necessary to comply with such state or federal laws or regulations. Notwithstanding anything herein to the contrary, the City shall not apply Laws or Land Development Regulations adopted after Effective Date to the Real Property or the Project during the Term of this Agreement unless the City has held a public hearing and has determined in accordance with Section 6-31-80 of the Act that: (i) the proposed, subsequent Laws or Land Development Regulations are not in conflict with the Laws or Land Development Regulations governing this Agreement and do not prevent the Development set forth in this Agreement; (ii) the proposed, subsequent Laws or Land Development Regulations are essential to the public health,

safety, or welfare and the proposed, subsequent Laws or Land Development Regulations expressly state that they apply to a development that is subject to a development agreement; (iii) the proposed, subsequent Laws or Land Development Regulations are specifically anticipated and provided for in this Agreement; (iv) the City has demonstrated that substantial changes have occurred in pertinent conditions existing at the time of approval of this Agreement, which changes, if not addressed by the City, would pose a serious threat to the public health, safety, or welfare; or (v) this Agreement is based on substantially and materially inaccurate information supplied by a Property Owner. In addition, a Property Owner shall have the sole discretionary right from time to time to consent in writing to any Laws or Land Development Regulations adopted by the City after Effective Date not otherwise enforceable under this Agreement with respect to the Real Property, which written consent shall not constitute or require an amendment to this Agreement and shall be memorialized in a written acknowledgement filed with the Zoning Director of the City, who may record the document in the office of the County Register of Deeds.

(c) *Vested Rights*. Subject to the provisions of this Agreement, all rights and prerogatives accorded to a Property Owner by this Agreement shall immediately constitute vested rights for the Development of the Real Property. This Agreement does not abrogate any rights either preserved by Section 6-31-140 of the Act, S.C. Code Section 6-29-1530, et seq. or any City ordinances adopted thereunder, or vested pursuant to common law or otherwise in the absence of a development agreement.

10. **Building Codes and Laws Other Than Land Use Regulations.** Notwithstanding any provision which may be construed to the contrary in this Agreement, each Property Owner shall comply with any and all stormwater and floodplain regulations and/or building, housing, electrical, mechanical, plumbing, gas and other standard codes adopted by the City or other governmental entity after the Effective Date, as authorized by Chapter 9 of Title 6 of the South Carolina Code. This Agreement shall not be construed to supersede or contravene the requirements of any building, housing, electrical, mechanical, plumbing, gas or other standard codes adopted by the City or other governmental entity after the Effective Date, as authorized by Chapter 9 of Title 6 of the South Carolina Code. The provisions of this Agreement are not intended, nor should they be construed in any way, to alter or amend in any way the rights, duties and privileges of the City to exercise governmental powers and pass laws not applicable to Development of the Real Property including, but not limited to, the power of eminent domain and the power to levy and collect taxes; provided, however, that Laws applicable to the Development of the Real Property shall be subject to this Agreement.

11. **Development Permits and Other Permits Needed.** The parties anticipate that the following Development Permits and other regulatory permits will be needed to complete the Development of the Project: (a) zoning permits, (b) development permits, (c) plat approvals (preliminary, conditional or final), (d) road and drainage construction plan approvals, (e) building permits, (f) certificates of occupancy, (g) county water and/or sewer development contracts, (h) land disturbance and stormwater approvals, (i) utility construction and operating permits, and (j) permits from the South Carolina Department of Health and Environmental Control, the South Carolina Department of Transportation, the U.S. Army Corps of Engineers, and the U.S. Environmental Protection Agency. The failure of this Agreement to address a particular permit, condition, term, or restriction does not relieve a Property Owner of the necessity of complying with all Laws governing permit requirements, conditions, terms, or restrictions. To the extent any

Development Permit sought by a Property Owner requires review and approval by the Zoning Director, the Property Owner shall submit its proposed plans and specifications for the applicable Facilities or improvements to the Zoning Director prior to commencement of construction. The Zoning Director shall be responsible for coordinating and compiling comments from the Planning and Zoning Department for any submitted plans and specifications, and approval of submitted plans and specifications shall not be unreasonably withheld by the Zoning Director so long as such plans and specifications conform to the Land Development Regulations and this Agreement. Except as expressly set forth herein, nothing in this Agreement shall be deemed to modify, amend, alter, or waive any of the procedures and requirements as prescribed by the City for review and approval of any Development Permits. In the event of any dispute between a Property Owner and the City with respect to the issuance of any Development Permits or the approval of any plans and specifications, the Zoning Director and the Property Owner shall meet and attempt to resolve such dispute.

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

(a) *Uses and Development.*

(i) Current Regulations. The Current Regulations shall apply to the Real Property during the Term of this Agreement. Except as otherwise provided herein, all land uses permitted under the Current Regulations shall be permitted with respect to any current or future Development of the Real Property, subject to the standards, requirements and other criteria for Development established under the Current Regulations. For the avoidance of doubt, the standards and requirements, if any, governing population density, building intensity, building height, minimum area, width, depth, height, wall separation, setback, yardage and other restrictions on the size, shape or design of a Lot or buildings or other improvements located thereon shall be as provided in the Current Regulations to which the applicable portions of the Real Property are subject.

(ii) Historic Preservation. The parties acknowledge and agree that all or certain portions of the Real Property or the improvements located thereon are or may become listed on the National Register of Historic Places or are otherwise subject to regulation by the United States National Park Service, the South Carolina State Historic Preservation Office, or other applicable governmental entities. In accordance with Section 6-31-60(A)(9) of the Act, all improvements and other Development of the Real Property shall comply with the requirements, regulations, covenants, and other criteria governing the preservation and restoration of historic properties located on the Real Property as may be established or enforceable by the United States National Park Service, the South Carolina State Historic Preservation Office, or other applicable governmental entities. Each Property Owner agrees to install such archeological buffers as may be required by any applicable governmental entities and will take appropriate steps in the event areas of archeological significance are discovered during the Development of the Real Property.

(b) *Open Space*. Each Property Owner agrees that certain portions of the Real Property shall be preserved for use as Open Space. In accordance with the Zoning Code and as set forth in the Conceptual Land Use Plan, a minimum of three percent (3.0%) of the land comprising the Real Property shall be used as Open Space. Each Property Owner acknowledges and agrees that one or more Lots designated as Open Space shall be used as Public Recreational

Areas. To the extent consistent with the applicable Laws authorizing and governing any TIF District, expenses incurred by a Property Owner for the Development of Open Space may be financed or reimbursed, in whole or in part, with TIF Revenue. Subject to the prior approval of the City or other applicable governmental entity in their sole discretion and in compliance with applicable Laws, any Lot used as a Public Recreational Area may be dedicated, conveyed or donated to the City or other applicable governmental entity. The City or other applicable governmental entity to which a Lot used as a Public Recreational Area is dedicated, conveyed or donated may, but shall not be required to, contract with other Property Owners or their affiliates for the management, maintenance and/or operation of such Lot, subject to the mutual agreement of the parties to terms and conditions for the management, maintenance and/or operation of such Lot, including fees and reimbursement of expenses.

(c) *Facilities, Services and Public Uses*. Subject to compliance with applicable Laws, all provisions of this Agreement and prior approval of construction plans by the City or other applicable governmental entities, the City hereby authorizes each Property Owner, on its own or through its affiliated companies, to install all necessary or desired Facilities on the Real Property. To the extent consistent with the applicable Laws authorizing and governing any TIF District, expenses incurred by a Property Owner for the Development of Facilities serving all or any portion of the Real Property may be financed or reimbursed, in whole or in part, with TIF Revenue. Notwithstanding any provision herein to the contrary, each Property Owner hereby covenants and agrees that adequate Facilities shall be available commensurate to and concurrent with the impacts of Development of the Real Property. The parties acknowledge and agree that provision of the following Facilities, when combined with typical services and resources to be provided by the City or other applicable governmental entities, adequately provide for the public health, safety, and welfare as contemplated by Section 6-31-60(A)(8) of the Act:

(i) Rights-of-Way and Easements. A Property Owner shall, at its expense, Develop and provide such roads, rights of way and other transportation-related infrastructure Facilities within the Real Property owned by such Property Owner pursuant to and in accordance with the Current Regulations, all applicable Laws, and, as applicable, any Traffic Impact Analysis obtained with respect to such Facilities. Any roads, rights of way and other transportation-related infrastructure Facilities with standards that are dictated by federal, state or County Laws must also be constructed according to such respective standards. In addition, all roads, rights of way and other transportation-related infrastructure Facilities constructed within Battery Park shall conform in all material respects with the design concepts established in the Battery Park Master Plan. Any roads, rights of way and other transportation-related infrastructure Facilities may be transferred by a Property Owner to the City or other applicable governmental entities, subject to proper dedication and acceptance by the City or other applicable entities. If required by the City or other applicable governmental entities in their sole discretion, a Property Owner shall (A) obtain a Traffic Impact Analysis for any proposed roads, rights of way or other transportation-related infrastructure Facilities to be developed within the Project and/or any proposed buildings or other improvements within the Project to be afforded access to or use of such roads, rights of way or other transportation-related infrastructure Facilities; and (B) develop such proposed roads, rights of way or other transportation-related infrastructure Facilities within the Project and/or any such buildings or other improvements within the Project afforded access to or use of such roads, rights of way or other transportation-related infrastructure Facilities in accordance with any requirements or criteria in the Traffic Impact Analysis as may be required by

the City or other applicable governmental entities. To the extent required under this Section 12(c)(i), a Property Owner may obtain and deliver a comprehensive Traffic Impact Analysis for all of the Real Property or multiple Development Parcels located therein. The City or other applicable governmental entities shall be entitled to require that an updated Traffic Impact Analysis be provided in the event that any proposed Development or use of the Real Property materially deviates from an existing Traffic Impact Analysis.

(ii) Water and Sewer. Subject to approval by the South Carolina Department of Health and Environmental Control, the service and Facilities for water and sewer shall be provided by Charleston Water System and/or North Charleston Sewer District at the standard rates and tap fees for residential and commercial users in the applicable service area.

(iii) Acceptance of Facilities. The Facilities described in this Section 12(c) may be accepted by the appropriate governmental entity upon tender by a Property Owner provided said Facilities are built in accordance with the specifications and regulations approved by such governmental entity and provided further that the Facilities are in good condition and not subject to any monetary lien.

(iv) Municipal Facilities. At the election of the City exercised in its sole and absolute discretion at any time during the Term of this Agreement, one or more of the Lots (or portions thereof) shall be reserved for the Development of Municipal Facilities. The maximum square footage of the buildings and other improvements that the City may require to be Developed by Property Owners other than the City for use as Municipal Facilities shall not exceed ten thousand (10,000) square feet in the aggregate. Responsibility for the design, construction and cost of Development for any Lot to be developed for Municipal Facilities may be borne in whole or in part by the City, the Property Owner and/or third parties, as may hereafter be agreed by and between the City, the Property Owner, any applicable third parties. Subject to the prior approval of the City or other applicable governmental entity and compliance with applicable Laws, any Lot developed for any Municipal Facilities may be dedicated, conveyed or donated to the City or other applicable governmental entity.

(d) *Tax Increment Financing*. The City and each Property Owner acknowledge and agree that all or certain portions of the Real Property subject to this Agreement are now or may hereafter be included in a TIF District. To the extent consistent with the applicable Laws authorizing and governing any TIF District, the City covenants and agrees (i) to approve the financing or reimbursement using TIF Revenue of all applicable Development activities (including, but not limited to, initial demolition of the existing buildings (but excluding construction of private buildings and other improvements), clearing and grading of land, construction of public roads, sidewalks, utility infrastructure, drainage infrastructure, traffic lights, streetscape, parks, Open Space, Facilities, and Public Recreational Areas, and administrative costs incurred by any Property Owner for the construction of any of the foregoing improvements eligible for financing or reimbursement with TIF Revenue, to include an administrative fee in an amount equal to three percent (3.0%) of the costs incurred by such Property Owner for the construction of any of the foregoing qualifying improvements) completed by a Property Owner within any TIF District now or hereafter administered by the City, and (ii) to reimburse each Property Owner with TIF Revenue for the cost of such Development activities to the extent the same qualify for financing or reimbursement, in whole or in part, through any such TIF District. The City and each

Property Owner agree to use best efforts to satisfy any conditional requirements for the use of TIF Revenue to provide financing or reimbursement of all applicable Development activities undertaken on the Real Property. The City covenants and agrees to provide good faith support for any future proposed amendment to S.C. Code Section 31-6-10, et. seq., and/or S.C. Code Section 31-12-10, et. seq., that would allow for the application of TIF Revenue to finance the Development of workforce or affordable housing on the Real Property and/or extend the time period during which bonds or other municipal obligations may be issued with respect to TIF Revenue derived from any TIF District applicable to the Real Property.

(e) *Restrictive Covenants; POA.* Except as otherwise provided in this Section 12(e), a Property Owner shall be entitled, but not required, to (i) subject all or any portion of the Real Property to Restrictive Covenants to impose certain covenants, conditions, and restrictions for the purpose of maintaining the value, character and integrity of such Real Property, preserving the quality of the natural amenities of such Real Property, preventing any owner or any other persons from building or carrying on certain activity in such Real Property to the detriment of any other owners, and/or keeping property values of such Real Property high, stable and in a state of reasonable appreciation; and (ii) establish a POA to govern and enforce any such Restrictive Covenants. The expiration of the Term of this Agreement shall have no effect on the validity, authority or effectiveness of any Restrictive Covenants except as may be specifically provided for therein. Except with respect to any Open Space or Facilities that are transferred or conveyed to the City or other applicable governmental entities in accordance with this Agreement, ownership and responsibility for maintenance and operation of any Open Space or Facilities may be transferred to a POA as provided in any Restrictive Covenants. Subject in all respects to the Current Regulations, a Property Owner may establish landscaping, architecture, design and other building standards pursuant to any Restrictive Covenants, which may be enforceable by the POA in accordance with such Restrictive Covenants. Notwithstanding anything in this Agreement to the contrary, the Property Owners of the Navy Yard and Battery Park shall establish Restrictive Covenants and a POA for the following portions of the Real Property as hereinafter set forth:

(i) Restrictive Covenants and POA for Navy Yard. The applicable Property Owners of the Navy Yard shall subject such portions of the Real Property to Restrictive Covenants (the "***Navy Yard Restrictive Covenants***") to be recorded with the office of the County Register of Deeds and establish a POA for the governance and enforcement of the Navy Yard Restrictive Covenants (the "***Navy Yard POA***"). Membership in the Navy Yard POA will be mandatory for any owner of a Lot or Development Parcel within the Navy Yard, except with respect to any portion of the Navy Yard owned, conveyed, leased, dedicated, or otherwise transferred to the City or other applicable governmental entity. Notwithstanding anything in this Agreement to the contrary, no Lot or Development Parcel within the Navy Yard that is owned, conveyed, leased, dedicated, or otherwise transferred to the City or other applicable governmental entity shall be governed by the Navy Yard Restrictive Covenants unless and until the City or such other applicable governmental entity has elected, in its sole discretion, to become a member of the Navy Yard POA and to subject such Lot or Development Parcel to the Navy Yard Restrictive Covenants. In the event the City or other applicable governmental entity elects to subject a Lot or Development Parcel to the Navy Yard Restrictive Covenants, (A) all buildings and other improvements to be Developed on such Lot or Development Parcel shall comply with the design principles governing the review and approval of improvements established under the Navy Yard Restrictive Covenants, and (B) such Lot or Development Parcel shall be exempt from assessments

or other fees payable to the Navy Yard POA under the Navy Yard Restrictive Covenants for the period of time when such Lot or Development Parcel is owned, conveyed, leased, dedicated, or otherwise transferred to the City or other applicable governmental entity. The Navy Yard POA will be funded by dues to be established in the Navy Yard Restrictive Covenants. The Navy Yard POA's responsibility will be to manage the affairs of the Navy Yard POA, including the enforcement of the Navy Yard Restrictive Covenants and the maintenance of private common areas. Property Owners within the Navy Yard may also establish individual POAs for certain portions of the Real Property within the Navy Yard; provided, however, no such individual POA shall have jurisdiction over any portion of the Navy Yard that is conveyed, leased, dedicated to, or otherwise transferred to the City or other applicable governmental entity. The Navy Yard Restrictive Covenants shall establish design principles governing the review and approval of all buildings and other improvements to be located within the Navy Yard. Such design principles shall be approved by the Zoning Director or its designee prior to adoption by the Navy Yard POA and shall be used and administered by the Navy Yard POA for the evaluation of individual projects reviewed by the Navy Yard POA (or any architectural review board established thereunder). At least one (1) staff member from the Planning and Zoning Department, Building Department, or Public Works Department for the City or other appropriate City official shall be appointed as a voting member to any architectural review board established under the Navy Yard POA. A Property Owner may submit the written approval or consent from the Navy Yard POA (or any architectural review board established thereunder) for the design of individual projects in the Navy Yard with applications for Development Permits, and the Zoning Director or other municipal departments of the City shall be entitled to rely on such approval or consent when issuing applicable Development Permits.

(ii) Restrictive Covenants and POA for Battery Park. Following the conveyance of all or any portion of the Real Property within Battery Park from the City to any third-party Property Owner, the applicable Property Owners shall cause such portions of the Real Property conveyed by the City to be subjected to Restrictive Covenants (the "***Battery Park Restrictive Covenants***") to be recorded with the office of the County Register of Deeds and establish a POA for the governance and enforcement of the Battery Park Restrictive Covenants (the "***Battery Park POA***"). Membership in the Battery Park POA will be mandatory for any owner of a Lot or Development Parcel within the Battery Park, except with respect to any portion of the Battery Park owned, conveyed, leased, dedicated, or otherwise transferred to the City or other applicable governmental entity. Notwithstanding anything in this Agreement to the contrary, no Lot or Development Parcel within Battery Park that is owned, conveyed, leased, dedicated, or otherwise transferred to the City or other applicable governmental entity shall be governed by the Battery Park Restrictive Covenants unless and until the City or such other applicable governmental entity has elected, in its sole discretion, to become a member of the Battery Park POA and to subject such Lot or Development Parcel to the Battery Park Restrictive Covenants. In the event the City or other applicable governmental entity elects to subject a Lot or Development Parcel to the Battery Park Restrictive Covenants, (A) all buildings and other improvements to be Developed on such Lot or Development Parcel shall comply with the design principles governing the review and approval of improvements established under the Battery Park Restrictive Covenants, and (B) such Lot or Development Parcel shall be exempt from assessments or other fees payable to the Battery Park POA under the Battery Park Restrictive Covenants for the period of time when such Lot or Development Parcel is owned, conveyed, leased, dedicated, or otherwise transferred to the City or other applicable governmental entity. The Battery Park POA will be funded by dues to be

established in the Battery Park Restrictive Covenants. The Battery Park POA's responsibility will be to manage the affairs of the Battery Park POA, including the enforcement of the Battery Park Restrictive Covenants and the maintenance of private common areas. Property Owners within Battery Park may also establish individual POAs for certain portions of the Real Property within Battery Park; provided, however, no such individual POA shall have jurisdiction over any portion of Battery Park that is conveyed, leased, dedicated to, or otherwise transferred to the City or other applicable governmental entity. The Battery Park Restrictive Covenants shall establish design principles governing the review and approval of all buildings and other improvements to be located within the Battery Park. Such design principles shall be approved by the Zoning Director or its designee prior to adoption by the Battery Park POA and shall be used and administered by the Battery Park POA for the evaluation of individual projects reviewed by the Battery Park POA (or any architectural review board established thereunder). At least one (1) staff member from the Planning and Zoning Department, Building Department, or Public Works Department for the City or other appropriate City official shall be appointed as a voting member to any architectural review board established under the Battery Park POA. A Property Owner may submit the written approval or consent from the Battery Park POA (or any architectural review board established thereunder) for the design of individual projects in Battery Park with applications for Development Permits, and the Zoning Director or other municipal departments of the City shall be entitled to rely on such approval or consent when issuing applicable Development Permits.

(f) *Public Grants and Financing*. The City covenants and agrees to use good faith efforts to apply for any federal, state or other public sources of grants or other financing identified by a Property Owner that can be used to provide funding or reimbursement for any applicable Development of the Real Property, provided the Development to be funded or reimbursed by such federal, state or other public sources of grants or other financing is in the best interest of the City, as determined by the City in its commercially reasonable discretion.

(g) *Attainable Housing*. The City and each Property Owner recognize the increasing need for Attainable Housing in the City of North Charleston. Each Property Owner covenants and agrees to use commercially reasonable efforts to cause Attainable Housing to be Developed on certain portions of the Real Property to the extent required under this Section 12(g), and in consideration thereof, the City may develop reasonable incentives to support the Development of Attainable Housing. Upon the full and final completion of the Development of the entire Project, the aggregate number of residential dwelling units located in the Navy Yard and Battery Park that constitute Attainable Housing shall be no less than seventeen percent (17%) percent of the total number of all residential dwelling units located in Battery Park (the "***Attainable Housing Requirement***"). The applicable residential dwelling units located in the Navy Yard and Battery Park shall be subject to the Attainable Housing Requirement for a period of twenty (20) years commencing on the initial lease date for each such unit. The Attainable Housing Requirement shall be applied on a cumulative basis to the aggregate total of all residential dwelling units located in the Navy Yard and Battery Park. Nothing herein shall prevent or prohibit the relocation, replacement, or reduction (of the overall percentage) of Attainable Housing on the Real Property from time to time, provided that the overall percentage of Attainable Housing located in the Navy Yard and Battery Park complies with the Attainable Housing Requirement following the full and final completion of the Development of the entire Project. The Planning and Zoning Department for the City shall verify compliance with the Attainable Housing requirements set forth herein.

(h) *Employment Opportunities.* Each Property Owner recognizes the importance of providing the citizens of the City of North Charleston the opportunity for gainful employment and future advancement in the immediate City area and of affording Minority and Women Owned Business Enterprises the opportunity to participate in the Development of the Project. In furtherance of the foregoing, each Property Owner covenants and agrees to use commercially reasonable efforts to afford City-based contractors and businesses and Minority and Women Owned Business Enterprises from the Charleston metropolitan area the maximum practicable opportunity to participate in the Development and future operation of the Project.

13. **Conceptual Plan and Schedule of Project Development.** Due to the flexible nature of uses and uncertainty of market demand, the Property Owners are not able to predetermine specific land uses, densities or completion dates for the Development of the Project. Notwithstanding the foregoing, the Conceptual Land Use Plan provides an illustrative, conceptual master plan of the proposed uses of the Navy Yard and Battery Park following the Development thereof, and the Development Schedule provides a hypothetical schedule for the commencement and completion of Development of the Navy Yard and Battery Park. The applicable Property Owners shall use diligent, good faith efforts to develop the Real Property in accordance with the Conceptual Land Use Plan and the Development Schedule, as the same may be amended or updated by such Property Owners in the future to reflect actual market absorption. The parties acknowledge and agree that the long-term nature of the Project prevents the Property Owners from providing specific land uses, densities or completion dates for the Development of the Project and that the initial general parameters for the Development of certain portions of the Real Property as of the Effective Date are set forth in the Conceptual Land Use Plan and the Development Schedule. Pursuant to the Act, the failure of a Property Owner to develop the Real Property in strict accordance with the Conceptual Land Use Plan and the Development Schedule shall not, in and of itself, constitute a material breach of this Agreement. In such event, the failure of a Property Owner to develop the Real Property in strict accordance with the Conceptual Land Use Plan and the Development Schedule shall be judged by the totality of circumstances, including, but not limited to, a Property Owner's good faith efforts to comply with the Conceptual Land Use Plan and the Development Schedule. The Conceptual Land Use Plan and Development Schedule are for planning and forecasting tools only and shall not be interpreted as mandating specific land uses for any portion of the Real Property or a schedule for the completion of Development of the Project. The fact that actual Development may take place at a different pace, based on future market forces, is expected and shall not be considered a default hereunder. Periodic adjustments to the Conceptual Land Use Plan and the Development Schedule, which may be submitted unilaterally by a Property Owner in the future, shall not be considered a material amendment or breach of this Agreement. Development of the Project will be deemed to have commenced on the Effective Date. The Property Owners of the Navy Yard and Battery Park project that, during the years after the Effective Date, Development of the Project for the applicable portions of the Real Property will occur as set forth in the Development Schedule. The Property Owners project that the Project will be substantially completed (i.e., essentially all improvements, structures and amenities erected and/or all necessary infrastructure in place to serve the intended uses) on or prior to the year 2049. Nothing in this Section 13 shall be interpreted to extend the Term of this Agreement.

14. **Term of this Agreement.** The term of this Agreement (the "***Term***") shall be for an initial period of five (5) years commencing on the Effective Date, subject to renewal in

accordance with this Section 14. Unless the Zoning Director (or its designee) has determined in any periodic review of the Project undertaken in accordance with Section 17 that a Property Owner has breached or failed to comply with this Agreement in any material respect beyond the applicable notice and cure period, the Zoning Director (or its designee) is authorized to approve two (2) successive renewals of the Term of this Agreement for a period of five (5) years each (such approval not to be unreasonably withheld, conditioned or delayed) upon written request by a Property Owner prior to the expiration of the then-current Term. Nothing in this Agreement shall be interpreted to preclude the parties from extending the Term by mutual agreement or from entering into subsequent development agreements so long as a Property is in compliance with this Agreement.

15. **Amendment or Cancellation of this Agreement.** Subject to the provisions of Section 6-31-80 of the Act, this Agreement may be amended or canceled in whole or in part only by written mutual consent of the parties or by their successors in interest. In the event this Agreement is to be amended only with respect to certain portions and not all of the Real Property, such amendment shall require only the consent of those Property Owner(s) with a legal and/or equitable interest in the portion of the Real Property affected by such amendment. Any amendment to this Agreement shall comply with the provisions of the Act. Any term or condition of this Agreement requiring consent or approval of one of the parties shall not require amendment of this Agreement unless the text of this Agreement or the Act expressly requires amendment. Whenever said consent or approval of either party is required, the same shall not be unreasonably withheld, conditioned or delayed. A major modification or amendment of this Agreement shall occur only after public notice and a public hearing by the City and a vote of the City Council. Any amendment or written modification of this Agreement shall be recorded with the office of the County Register of Deeds by the applicable Property Owner within fourteen (14) days following execution.

16. **Modification or Suspension of this Agreement.** In the event state or federal laws or regulations prevent or preclude compliance with one or more provisions of this Agreement, the pertinent provisions of this Agreement shall be modified or suspended as may be necessary to comply with the state or federal laws or regulations.

17. **Periodic Review.** The Zoning Director or their designee shall review the Project and this Agreement at least once every twelve (12) months, at which time the Property Owners shall demonstrate good-faith compliance with the terms of this Agreement. If, as a result of its periodic review or at any other time, the City finds and determines that a Property Owner has committed a material breach of the terms or conditions of this Agreement, the City shall serve notice in writing upon such Property Owner setting forth with reasonable particularity the nature of the breach and the evidence supporting the finding and determination and providing such Property Owner a reasonable time in which to cure the breach. If such Property Owner fails to cure any material breach within the time given, then the City unilaterally may terminate or modify this Agreement; provided that the City has first given such Property Owner the opportunity: (a) to rebut the City's finding and determination, or (b) to consent to amend this Agreement to meet the concerns of the City with respect to the findings and determinations. In the event that this Agreement has been partially assigned, each Property Owner shall be required to demonstrate compliance with regard to only the portion of the Real Property in which such Property Owner has a legal or equitable interest and any termination by the City for failure to comply shall apply only to the applicable Property Owner and portion of the Real Property.

18. **Severability.** Subject to the provisions of Section 6-31-150 of the Act, if any word, phrase, sentence, paragraph or provision of this Agreement shall be finally adjudicated to be invalid, void, or illegal, it shall be deleted and in no way affect, impair, or invalidate any other provision hereof.

19. **Merger.** This Agreement, coupled with all schedules and exhibits attached hereto which are incorporated herein by reference, shall state the final and complete expression of the parties' intentions. In return for the respective rights, benefits, and burdens undertaken by the parties, each Property Owner shall be, and is hereby, relieved of obligations imposed by future land development laws, ordinances and regulations, except those which may be specifically provided for herein. The parties hereto agree to cooperate with each other to effectuate the provisions of this Agreement and to act reasonably and expeditiously in all performances required under this Agreement. In the event of any legal action instituted by a third party or other governmental entity or official challenging the validity of any provision of this Agreement, the parties hereby agree to cooperate in defending such action.

20. **Governing Law.** The laws of the State of South Carolina shall govern the interpretation, validity, performance and enforcement of this Agreement (without reference to choice of law principles).

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

22. **Recording.** Within fourteen (14) days after the Effective Date, the Property Owners shall record this Agreement with the office of the County Register of Deeds. The burdens of this Agreement are binding upon, and the benefits of this Agreement shall inure to, all successors in interest and assigns of the parties to this Agreement.

23. **Third Parties.** Notwithstanding any provision in this Agreement to the contrary, this Agreement shall not be binding and shall have no force or effect as to persons or entities who are not parties or successors and assigns to this Agreement.

24. **City Approval of Agreement.** The City Council has approved this Agreement under the process set forth in Section 6-31-50 of the Act on the terms and conditions set forth in this Agreement.

25. **Successors and Assigns.** This Agreement shall be binding on the successors and assigns of each Property Owner in the ownership or Development of any portion of the Real Property or the Project. A purchaser, lessee or other successor in interest of any portion of the Real Property shall be solely responsible for performance of the Property Owner's obligations hereunder as to the portion or portions of the Real Property so transferred and shall be entitled to the benefits under this Agreement as to the portion or portions of the Real Property so transferred. This Section 25 shall not be construed to prevent a Property Owner from obtaining indemnification of liability to the City from third parties. A Property Owner shall not be required to notify the City or obtain the City's consent with regard to the sale, lease or conveyance of Lots located within the Real Property that have been platted and approved in accordance with the terms of this Agreement. A Property Owner shall be released from obligations under this Agreement upon the sale, lease or conveyance of Lots located within the Real Property as to the Lots so conveyed. This Agreement shall also be binding on the City and all future City Councils for the duration of the Term of this Agreement, even if the members of the City Council and/or mayor of the City change.

26. **Transfers of the Project.** A Property Owner shall be entitled to convey all or any portion of the Real Property to a purchaser and assign its rights and obligations under this Agreement, subject to the following conditions:

(a) *Notice of Property Transfer*. If a Property Owner transfers all or a portion of the Real Property to a purchaser who, by virtue of assignment or other instrument, becomes the "Property Owner" with respect to such portion of the Real Property under and within the meaning of this Agreement, such Property Owner shall notify the City within thirty (30) days of the transfer and provide it a copy of the assignment of such status as the "Property Owner."

(b) *Transfer of Facilities and Service Obligations*. If a Property Owner transfers to an unrelated third party any portion of the Real Property on which such Property Owner is required to provide and/or construct certain public Facilities or provide certain public amenities, then such Property Owner shall be required to obtain a written agreement from the purchaser expressly assuming all such separate responsibilities and obligations with regard to the parcel conveyed, and such Property Owner shall provide a copy of such agreement to the City.

(c) *Mortgage Lenders*. Notwithstanding anything to the contrary contained in this Agreement, the terms, conditions and exceptions to transfer contained in this Section 26 shall not apply: (i) to any mortgage lender either as the result of foreclosure of any mortgage secured by any portion of the Real Property or any other transfer in lieu of foreclosure; (ii) to any third party purchaser at such a foreclosure; or (iii) to any third party purchaser of such mortgage lender's interest subsequent to the mortgage lender's acquiring ownership of any portion of the Real Property as set forth above. Furthermore, nothing contained herein shall prevent, hinder or delay any transfer of any portion of the Real Property to any such mortgage lender or subsequent purchaser. Except as set forth herein, any such mortgage lender or subsequent purchaser shall be bound by and shall receive the benefits from this Agreement as the successor in title to a Property Owner.

(d) *Release of Property Owner.* In the event of the sale or other conveyance of all or a portion of the Real Property and compliance with the conditions set forth therein, the Property Owner shall be released from any further obligations with respect to this Agreement as to the portion of Real Property so conveyed, and the transferee shall be substituted as "Property Owner" under this Agreement as to the portion of the Real Property so conveyed.

27. **Estoppel Certificate.** Upon request in writing from any Property Owner or its successors or assigns to the City, sent by certified or registered mail or publicly licensed message carrier, return receipt requested, the City will provide a certificate in recordable form that, solely with respect to the portion of the Real Property described in the request, there are no violations or breaches of this Agreement, except as otherwise described in the Certificate. The City will respond to such a request within thirty (30) days and may employ such professional consultants, municipal, county and state agencies and staff as may be necessary to assure the truth and completeness of the statements in the certificate. The reasonable costs and disbursements of private consultants will be paid by the person making the request. The certificate issued by the City will be binding on the City in accordance with the facts and statements contained therein as of its date and may be relied upon by all persons having notice thereof. No claim or action to enforce compliance with this Agreement may be brought against a Property Owner or its assignees properly holding rights hereunder, alleging any violation of the terms and covenants affecting such portion of the Real Property except as otherwise described in the certificate. If the City does not respond to such request within thirty (30) days of the time of its receipt, the portion of the Real Property described in the request will be deemed in compliance with all of the covenants and terms of this Agreement. A certificate of such conclusion may be recorded by a Property Owner, including a copy of the request and the notice of receipt and it shall be binding on the City as of its date. Such notice shall have the same effect as a certificate issued by the City under this Section 27.

28. **General Terms and Conditions.**

(a) *Agreement to Run with the Land.* This Agreement shall be recorded against the Real Property. The terms, conditions, covenants and agreements contained herein shall be deemed to run with the land comprising the Real Property.

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

(c) *Mutual Releases*. At the time of, and subject to (i) the expiration of any applicable appeal period with respect to the approval of this Agreement without any appeal having been filed or (ii) the final determination of any court upholding this Agreement, whichever occurs later, and excepting the parties' respective rights and obligations under this Agreement, each Property Owner, on behalf of itself and its partners, officers, directors, employees, agents, attorneys, and consultants, hereby releases the City, the members of the City Council, and the City's officials, employees, agents, attorneys and consultants, and the City, on behalf of itself, the members of the City Council, and the City's officials, employees, agents, attorneys and consultants, hereby releases each Property Owner and their partners, officers, directors, employees, agents, attorneys and consultants, from and against any and all claims, demands,

liabilities, costs, expenses of whatever nature, whether known or unknown, and whether liquidated or contingent, arising on or before the date of this Agreement in connection with the Real Property or the application, processing or approval of the Project; provided, however, that each party shall not be released from its continuing obligation to comply with the law, including the Current Regulations.

(d) *State and Federal Law*. The parties agree, intend, and understand that the obligations imposed by this Agreement are only such as are consistent with state and federal law. In the event state or federal laws or regulations prevent or preclude compliance with one or more provisions of this Agreement, the provisions of this Agreement shall be modified or suspended as may be necessary to comply with state or federal laws or regulations. The parties further agree that if any provision of this Agreement is declared invalid, this Agreement shall be deemed amended to the extent necessary to make it consistent with state or federal law, as the case may be, and the balance of this Agreement shall remain in full force and effect.

(e) *No Waiver*. Failure of any party to this Agreement to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such party to exercise at some future time said right or any other right it may have hereunder. Unless this Agreement is amended by vote of the City Council by resolution, no officer, official or agent of the City has the power to amend, modify or alter this Agreement or waive any of its conditions as to bind the City by making any promise or representation contained herein. Any amendments are subject to Section 15 of this Agreement.

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

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

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

(i) *Notices*. Unless specifically stated otherwise in this Agreement, all notices, demands, consents, approvals, waivers, or other communications (each a "***Notice***" and collectively the "***Notices***") shall be in writing and delivered to the City or a Property Owner at the addresses set forth below by one of the following methods: (i) personal delivery, whereby delivery is deemed to have occurred at the time of delivery; (ii) overnight delivery by a nationally recognized overnight courier company, whereby delivery is deemed to have occurred the business day following deposit with the courier; or (iii) registered or certified mail, postage-prepaid, return receipt requested, whereby delivery is deemed to have occurred on the third business day following

deposit with the United States Postal Service. Any party may, by notice given in accordance with this Section 28(i), designate a different address or person for receipt of all communications or notices. Unless changed in accordance with this Section 28(i), the addresses for the parties with respect to any notices, demands, consents, approvals, waivers, or other communications shall be as follows:

If to the City:

City of North Charleston
Attn: Mayor
2500 City Hall Lane
North Charleston, SC 29406

With a copy to:

City of North Charleston
Attn: Legal Department
2500 City Hall Lane
North Charleston, SC 29406

If to a Property Owner:

[Name of Property Owner]
c/o Navy Yard Charleston
Attn: Ned Miller
1360 Truxtun Ave., Suite 200
North Charleston, SC 29405

With a copy to:

[Name of Property Owner]
c/o Jamestown, L.P.
Attn: General Counsel
Ponce City Market, 7th Floor
675 Ponce de Leon Avenue, NE
Atlanta, GA 30308

And a copy to:

[Name of Property Owner]
c/o Jamestown, L.P.
Attn: Asset Manager, Storehouse
Ponce City Market, 7th Floor
675 Ponce de Leon Avenue, NE
Atlanta, GA 30308

And a copy to:

Haynsworth Sinkler Boyd, P.A.
Attn: James H. Suddeth III
134 Meeting Street, Third Floor
Charleston, SC 29401

(j) *Counterpart Execution of Agreement*. This Agreement may be executed by the parties in separate counterparts, each of which when so executed and delivered shall be an original for all purposes, but all such counterparts shall together constitute but one and the same instrument.

*****Remainder of Page Intentionally Left Blank*****
[Signatures on the Following Pages]

IN WITNESS WHEREOF, this Agreement has been executed, delivered and sealed by the undersigned Property Owner to be effective as of the Effective Date.

STOREHOUSE PARTNERS, LLC,
a South Carolina limited liability company

By: Storehouse Investors, LLC,
a South Carolina limited liability company
Its: Managing Member

By: The Cogswell Company, LLC,
a South Carolina limited liability company
Its: Member

By: _____(SEAL)
Name: William S. Cogswell, Jr.
Its: Managing Member

_____
Witness No. 1

_____
Witness No. 2 or Notary

STATE OF SOUTH CAROLINA)
) **ACKNOWLEDGMENT**
COUNTY OF CHARLESTON)

I, the undersigned Notary Public for the State of South Carolina, do hereby certify that William S. Cogswell, Jr., Managing Member of The Cogswell Company, LLC, a South Carolina limited liability company, a Member of Storehouse Investors, LLC, a South Carolina limited liability company, the Managing Member of Storehouse Partners, LLC, a South Carolina limited liability company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this _____ day of _____, 20____.

_____(SEAL)
Notary Public, State of South Carolina
Notary Name Printed: _____
My Commission Expires: _____

*****Remainder of Page Intentionally Left Blank*****
[Signatures Continue on Following Pages]

STOREHOUSE PARTNERS, LLC,
a South Carolina limited liability company

By: Storehouse Investors, LLC,
a South Carolina limited liability company
Its: Managing Member

_____
Witness No. 1

_____
Witness No. 2 or Notary

By: McLeod LLC,
a Florida limited liability company
Its: Member

By: _____(SEAL)
Name: James M. Weaver, Jr.
Its: Manager

STATE OF SOUTH CAROLINA)
) **ACKNOWLEDGMENT**
COUNTY OF CHARLESTON)

I, the undersigned Notary Public for the State of South Carolina, do hereby certify that James M. Weaver, Jr., Manager of McLeod LLC, a Florida limited liability company, a Member of Storehouse Investors, LLC, a South Carolina limited liability company, the Managing Member of Storehouse Partners, LLC, a South Carolina limited liability company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this _____ day of _____, 20____.

_____(SEAL)
Notary Public, State of South Carolina
Notary Name Printed: _____
My Commission Expires: _____

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[Signatures Continue on Following Pages]

STOREHOUSE PARTNERS, LLC,
a South Carolina limited liability company

_____
Witness No. 1

By: Storehouse Investors, LLC,
a South Carolina limited liability company
Its: Managing Member

_____
Witness No. 2 or Notary

By: _____
David Woodbery, as Co-Trustee of
The Greater Good Trust, a Georgia trust
Its: Member

STATE OF _____)
)
COUNTY OF _____)

ACKNOWLEDGMENT

I, the undersigned Notary Public for the State of _____, do hereby certify that David Woodbery, Co-Trustee of The Greater Good Trust, a Georgia trust, a Member of Storehouse Investors, LLC, a South Carolina limited liability company, the Managing Member of Storehouse Partners, LLC, a South Carolina limited liability company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this _____ day of _____, 20____.

_____(SEAL)
Notary Public, State of _____
Notary Name Printed: _____
My Commission Expires: _____

*****Remainder of Page Intentionally Left Blank*****
[Signatures Continue on Following Pages]

STOREHOUSE PARTNERS, LLC,
a South Carolina limited liability company

By: Storehouse Investors, LLC,
a South Carolina limited liability company
Its: Managing Member

_____
Witness No. 1

_____
Witness No. 2 or Notary

By: Jamestown, L.P.,
a Delaware limited partnership
Its: Member

By: Jamestown Properties, LLC,
a Delaware limited liability company
Its: General Partner

By: _____(SEAL)
Matt Bronfman
Its: Authorized Signatory

STATE OF _____)
)
COUNTY OF _____)

ACKNOWLEDGMENT

I, the undersigned Notary Public for the State of _____, do hereby certify that Matt Bronfman, Authorized Signatory of Jamestown Properties, LLC, a Delaware limited liability company, the General Partner of Jamestown, L.P., a Delaware limited partnership, a Member of Storehouse Investors, LLC, a South Carolina limited liability company, the Managing Member of Storehouse Partners, LLC, a South Carolina limited liability company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this _____ day of _____, 20____.

_____(SEAL)
Notary Public, State of _____
Notary Name Printed: _____
My Commission Expires: _____

*****Remainder of Page Intentionally Left Blank*****
[Signatures Continue on Following Pages]

IN WITNESS WHEREOF, this Agreement has been executed, delivered and sealed by the undersigned Property Owner to be effective as of the Effective Date.

POWERHOUSE PARTNERS, LLC,
a South Carolina limited liability company

_____
Witness No. 1

By: _____(SEAL)
James M. Weaver, Jr.
Its: Authorized Signatory

_____
Witness No. 2 or Notary

STATE OF SOUTH CAROLINA)
) **ACKNOWLEDGMENT**
COUNTY OF CHARLESTON)

I, the undersigned Notary Public for the State of South Carolina, do hereby certify that James M. Weaver, Jr., Authorized Signatory of Powerhouse Partners, LLC, a South Carolina limited liability company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this _____ day of _____, 20____.

_____(SEAL)
Notary Public, State of South Carolina
Notary Name Printed: _____
My Commission Expires: _____

*****Remainder of Page Intentionally Left Blank*****
[Signatures Continue on Following Pages]

POWERHOUSE PARTNERS, LLC,
a South Carolina limited liability company

_____
Witness No. 1

By: _____(SEAL)
William S. Cogswell, Jr.
Its: Authorized Signatory

_____
Witness No. 2 or Notary

STATE OF SOUTH CAROLINA)
) **ACKNOWLEDGMENT**
COUNTY OF CHARLESTON)

I, the undersigned Notary Public for the State of South Carolina, do hereby certify that William S. Cogswell, Jr., Authorized Signatory of Powerhouse Partners, LLC, a South Carolina limited liability company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this _____ day of _____, 20____.

_____(SEAL)
Notary Public, State of South Carolina
Notary Name Printed: _____
My Commission Expires: _____

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[Signatures Continue on Following Pages]

POWERHOUSE PARTNERS, LLC,
a South Carolina limited liability company

By: _____(SEAL)
Dana Griffin
Its: Authorized Signatory

_____
Witness No. 1

_____
Witness No. 2 or Notary

STATE OF _____)
) **ACKNOWLEDGMENT**
COUNTY OF _____)

I, the undersigned Notary Public for the State of _____, do hereby certify that Dana Griffin, Authorized Signatory of Powerhouse Partners, LLC, a South Carolina limited liability company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this _____ day of _____, 20____.

_____(SEAL)
Notary Public, State of _____
Notary Name Printed: _____
My Commission Expires: _____

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[Signatures Continue on Following Pages]

IN WITNESS WHEREOF, this Agreement has been executed, delivered and sealed by the undersigned Property Owner to be effective as of the Effective Date.

THREE SISTERS PARTNERS, L.P.,
a Delaware limited partnership

_____
Witness No. 1

By: Three Sisters Partners GP, L.P.,
a Delaware limited partnership
Its: General Partner

_____
Witness No. 2 or Notary

By: Navy Yard Master GP, LLC,
a Delaware limited liability company
Its: General Partner

By: _____(SEAL)
James M. Weaver, Jr.
Its: Authorized Signatory

STATE OF SOUTH CAROLINA)
) **ACKNOWLEDGMENT**
COUNTY OF CHARLESTON)

I, the undersigned Notary Public for the State of South Carolina, do hereby certify that James M. Weaver, Jr., Authorized Signatory of Navy Yard Master GP, LLC, a Delaware limited liability company, the General Partner of Three Sisters Partners GP, L.P., a Delaware limited partnership, the General Partner of Three Sisters Partners, L.P., a Delaware limited partnership, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this _____ day of _____, 20____.

_____(SEAL)
Notary Public, State of South Carolina
Notary Name Printed: _____
My Commission Expires: _____

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[Signatures Continue on Following Pages]

THREE SISTERS PARTNERS, L.P.,
a Delaware limited partnership

By: Three Sisters Partners GP, L.P.,
a Delaware limited partnership
Its: General Partner

By: Navy Yard Master GP, LLC,
a Delaware limited liability company
Its: General Partner

By: _____(SEAL)
Dana Griffin
Its: Authorized Signatory

_____
Witness No. 1

_____
Witness No. 2 or Notary

STATE OF _____)
)
COUNTY OF _____)

ACKNOWLEDGMENT

I, the undersigned Notary Public for the State of _____, do hereby certify that Dana Griffin, Authorized Signatory of Navy Yard Master GP, LLC, a Delaware limited liability company, the General Partner of Three Sisters Partners GP, L.P., a Delaware limited partnership, the General Partner of Three Sisters Partners, L.P., a Delaware limited partnership, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this _____ day of _____, 20____.

_____(SEAL)
Notary Public, State of _____
Notary Name Printed: _____
My Commission Expires: _____

*****Remainder of Page Intentionally Left Blank*****
[Signatures Continue on Following Pages]

IN WITNESS WHEREOF, this Agreement has been executed, delivered and sealed by the undersigned Property Owner to be effective as of the Effective Date.

NAVY LAND PARTNERS, L.P.,
a Delaware limited partnership

By: Navy Land Partners GP, L.P.,
a Delaware limited partnership
Its: General Partner

By: Navy Yard Master GP, LLC,
a Delaware limited liability company
Its: General Partner

By: _____(SEAL)
James M. Weaver, Jr.
Its: Authorized Signatory

_____
Witness No. 1

_____
Witness No. 2 or Notary

STATE OF SOUTH CAROLINA)
) **ACKNOWLEDGMENT**
COUNTY OF CHARLESTON)

I, the undersigned Notary Public for the State of South Carolina, do hereby certify that James M. Weaver, Jr., Authorized Signatory of Navy Yard Master GP, LLC, a Delaware limited liability company, the General Partner of Navy Land Partners GP, L.P., a Delaware limited partnership, the General Partner of Navy Land Partners, L.P., a Delaware limited partnership, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this _____ day of _____, 20____.

_____(SEAL)
Notary Public, State of South Carolina
Notary Name Printed: _____
My Commission Expires: _____

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[Signatures Continue on Following Pages]

NAVY LAND PARTNERS, L.P.,
a Delaware limited partnership

By: Navy Land Partners GP, L.P.,
a Delaware limited partnership
Its: General Partner

_____
Witness No. 1

_____
Witness No. 2 or Notary

By: Navy Yard Master GP, LLC,
a Delaware limited liability company
Its: General Partner

By: _____(SEAL)
Dana Griffin
Its: Authorized Signatory

STATE OF _____)
)
COUNTY OF _____)

ACKNOWLEDGMENT

I, the undersigned Notary Public for the State of _____, do hereby certify that Dana Griffin, Authorized Signatory of Navy Yard Master GP, LLC, a Delaware limited liability company, the General Partner of Navy Land Partners GP, L.P., a Delaware limited partnership, the General Partner of Navy Land Partners, L.P., a Delaware limited partnership, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this _____ day of _____, 20____.

_____(SEAL)
Notary Public, State of _____
Notary Name Printed: _____
My Commission Expires: _____

*****Remainder of Page Intentionally Left Blank*****
[Signatures Continue on Following Pages]

IN WITNESS WHEREOF, this Agreement has been executed, delivered and sealed by the undersigned Property Owner to be effective as of the Effective Date.

NAVY INFIRMARY PARTNERS, L.P.,
a Delaware limited partnership

By: Navy Infirmary Partners GP, L.P.,
a Delaware limited partnership
Its: General Partner

By: Navy Yard Master GP, LLC,
a Delaware limited liability company
Its: General Partner

By: _____(SEAL)
James M. Weaver, Jr.
Its: Authorized Signatory

_____
Witness No. 1

_____
Witness No. 2 or Notary

STATE OF SOUTH CAROLINA)
) **ACKNOWLEDGMENT**
COUNTY OF CHARLESTON)

I, the undersigned Notary Public for the State of South Carolina, do hereby certify that James M. Weaver, Jr., Authorized Signatory of Navy Yard Master GP, LLC, a Delaware limited liability company, the General Partner of Navy Infirmary Partners GP, L.P., a Delaware limited partnership, the General Partner of Navy Infirmary Partners, L.P., a Delaware limited partnership, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this _____ day of _____, 20____.

_____(SEAL)
Notary Public, State of South Carolina
Notary Name Printed: _____
My Commission Expires: _____

*****Remainder of Page Intentionally Left Blank*****
[Signatures Continue on Following Pages]

NAVY INFIRMARY PARTNERS, L.P.,
a Delaware limited partnership

By: Navy Infirmary Partners GP, L.P.,
a Delaware limited partnership
Its: General Partner

By: Navy Yard Master GP, LLC,
a Delaware limited liability company
Its: General Partner

By: _____(SEAL)
Dana Griffin
Its: Authorized Signatory

_____
Witness No. 1

_____
Witness No. 2 or Notary

STATE OF _____)
)
COUNTY OF _____)

ACKNOWLEDGMENT

I, the undersigned Notary Public for the State of _____, do hereby certify that Dana Griffin, Authorized Signatory of Navy Yard Master GP, LLC, a Delaware limited liability company, the General Partner of Navy Infirmary Partners GP, L.P., a Delaware limited partnership, the General Partner of Navy Infirmary Partners, L.P., a Delaware limited partnership, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this _____ day of _____, 20____.

_____(SEAL)
Notary Public, State of _____
Notary Name Printed: _____
My Commission Expires: _____

*****Remainder of Page Intentionally Left Blank*****
[Signatures Continue on Following Pages]

IN WITNESS WHEREOF, this Agreement has been executed, delivered and sealed by the undersigned Property Owner to be effective as of the Effective Date.

SOUTHEASTERN VALUE PURITAN MILL, L.P.,
a Delaware limited partnership

_____
Witness No. 1

By: 71011 Storehouse Row GP, LLC,
a South Carolina limited liability company
Its: General Partner

_____
Witness No. 2 or Notary

By: _____(SEAL)
James M. Weaver, Jr.
Its: Sole Member

STATE OF SOUTH CAROLINA)
) **ACKNOWLEDGMENT**
COUNTY OF CHARLESTON)

I, the undersigned Notary Public for the State of South Carolina, do hereby certify that James M. Weaver, Jr., the Sole Member of 71011 Storehouse Row GP, LLC, a South Carolina limited liability company, a General Partner of Southeastern Value Puritan Mill, L.P., a Delaware limited partnership, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this _____ day of _____, 20____.

_____(SEAL)
Notary Public, State of South Carolina
Notary Name Printed: _____
My Commission Expires: _____

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[Signatures Continue on Following Pages]

SOUTHEASTERN VALUE PURITAN MILL, L.P.,
a Delaware limited partnership

By: JT Navy Yard Master GP, LLC,
a Delaware limited liability company
Its: General Partner

By: Jamestown Properties, LLC,
a Delaware limited liability company
Its: Sole Member

By: _____(SEAL)
Matt Bronfman
Its: Authorized Signatory

_____
Witness No. 1

_____
Witness No. 2 or Notary

STATE OF _____)
)
COUNTY OF _____)

ACKNOWLEDGMENT

I, the undersigned Notary Public for the State of _____, do hereby certify that Matt Bronfman, Authorized Signatory of Jamestown Properties, LLC, a Delaware limited liability company, the Sole Member of JT Navy Yard Master GP, LLC, a Delaware limited liability company, a General Partner of Southeastern Value Puritan Mill, L.P., a Delaware limited partnership, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this _____ day of _____, 20____.

_____(SEAL)
Notary Public, State of _____
Notary Name Printed: _____
My Commission Expires: _____

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[Signatures Continue on Following Pages]

IN WITNESS WHEREOF, this Agreement has been executed, delivered and sealed by the undersigned Property Owner to be effective as of the Effective Date.

SAINT JOHNS PARTNERS, L.P.,
a Delaware limited partnership

By: Saint Johns Partners GP, L.P.,
a Delaware limited partnership
Its: General Partner

By: Navy Yard Master GP, LLC,
a Delaware limited liability company
Its: General Partner

By: _____(SEAL)
James M. Weaver, Jr.
Its: Authorized Signatory

_____
Witness No. 1

_____
Witness No. 2 or Notary

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

ACKNOWLEDGMENT

I, the undersigned Notary Public for the State of South Carolina, do hereby certify that James M. Weaver, Jr., Authorized Signatory of Navy Yard Master GP, LLC, a Delaware limited liability company, the General Partner of Saint Johns Partners GP, L.P., a Delaware limited partnership, the General Partner of Saint Johns Partners, L.P., a Delaware limited partnership, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this _____ day of _____, 20____.

_____(SEAL)
Notary Public, State of South Carolina
Notary Name Printed: _____
My Commission Expires: _____

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[Signatures Continue on Following Pages]

SAINT JOHNS PARTNERS, L.P.,
a Delaware limited partnership

By: Saint Johns Partners GP, L.P.,
a Delaware limited partnership
Its: General Partner

By: Navy Yard Master GP, LLC,
a Delaware limited liability company
Its: General Partner

By: _____(SEAL)
Dana Griffin
Its: Authorized Signatory

_____
Witness No. 1

_____
Witness No. 2 or Notary

STATE OF _____)
)
COUNTY OF _____)

ACKNOWLEDGMENT

I, the undersigned Notary Public for the State of _____, do hereby certify that Dana Griffin, Authorized Signatory of Navy Yard Master GP, LLC, a Delaware limited liability company, the General Partner of Saint Johns Partners GP, L.P., a Delaware limited partnership, the General Partner of Saint Johns Partners, L.P., a Delaware limited partnership, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this _____ day of _____, 20____.

_____(SEAL)
Notary Public, State of _____
Notary Name Printed: _____
My Commission Expires: _____

*****Remainder of Page Intentionally Left Blank*****
[Signatures Continue on Following Pages]

IN WITNESS WHEREOF, this Agreement has been executed, delivered and sealed by the undersigned Property Owner to be effective as of the Effective Date.

FIRE STATION PARTNERS, L.P.,
a Delaware limited partnership

By: Fire Station Partners GP, L.P.,
a Delaware limited partnership
Its: General Partner

By: Navy Yard Master GP, LLC,
a Delaware limited liability company
Its: General Partner

By: _____(SEAL)
James M. Weaver, Jr.
Its: Authorized Signatory

_____
Witness No. 1

_____
Witness No. 2 or Notary

STATE OF SOUTH CAROLINA)
) **ACKNOWLEDGMENT**
COUNTY OF CHARLESTON)

I, the undersigned Notary Public for the State of South Carolina, do hereby certify that James M. Weaver, Jr., Authorized Signatory of Navy Yard Master GP, LLC, a Delaware limited liability company, the General Partner of Fire Station Partners GP, L.P., a Delaware limited partnership, the General Partner of Fire Station Partners, L.P., a Delaware limited partnership, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this _____ day of _____, 20____.

_____(SEAL)
Notary Public, State of South Carolina
Notary Name Printed: _____
My Commission Expires: _____

*****Remainder of Page Intentionally Left Blank*****
[Signatures Continue on Following Pages]

FIRE STATION PARTNERS, L.P.,
a Delaware limited partnership

By: Fire Station Partners GP, L.P.,
a Delaware limited partnership
Its: General Partner

By: Navy Yard Master GP, LLC,
a Delaware limited liability company
Its: General Partner

By: _____(SEAL)
Dana Griffin
Its: Authorized Signatory

_____
Witness No. 1

_____
Witness No. 2 or Notary

STATE OF _____)
)
COUNTY OF _____)

ACKNOWLEDGMENT

I, the undersigned Notary Public for the State of _____, do hereby certify that Dana Griffin, Authorized Signatory of Navy Yard Master GP, LLC, a Delaware limited liability company, the General Partner of Fire Station Partners GP, L.P., a Delaware limited partnership, the General Partner of Fire Station Partners, L.P., a Delaware limited partnership, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this _____ day of _____, 20____.

_____(SEAL)
Notary Public, State of _____
Notary Name Printed: _____
My Commission Expires: _____

*****Remainder of Page Intentionally Left Blank*****
[Signatures Continue on Following Pages]

IN WITNESS WHEREOF, this Agreement has been executed, delivered and sealed by the City to be effective as of the Effective Date.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

THE CITY:

THE CITY OF NORTH CHARLESTON,
a political subdivision of the State of South Carolina

_____

By: _____(SEAL)
Name: _____
Its: _____

_____

STATE OF SOUTH CAROLINA)
) **ACKNOWLEDGMENT**
COUNTY OF CHARLESTON)

I, the undersigned Notary Public for the State of South Carolina, do hereby certify that _____, as _____ of **THE CITY OF NORTH CHARLESTON**, a political subdivision of the State of South Carolina, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this _____ day of _____, 20___.

_____(SEAL)
Notary Public, State of South Carolina
Notary Name Printed _____
My Commission Expires: _____

EXHIBIT A-1

Boundary Map of the Real Property

[Attached]

N

Not to Scale

Navy Base Development Agreement

Boundary Map – All Real Property

Area	Portion of Real Property	Approx. Acreage (Highland)
A	Battery Park	50.12
B	Navy Yard	60.363
		Total: +/- 110.483

N

Not to Scale

Navy Base Development Agreement

Battery Park

Boundary Map with Parcels

Parcel	TMS Number	Approx. Acreage (Highland)
A-1	400-00-00-047	7.28
A-2	400-00-00-065	6.49
A-3	400-00-00-072	1.34
A-4	400-00-00-071	1.69
A-5	400-00-00-217	7.06
A-6	400-00-00-109	13.7
A-7	400-00-00-218	0.24
A-8	400-00-00-129	1.229
A-9	400-00-00-058	11.078
		Total: 50.12

Not to Scale

N

Navy Base Development Agreement

Navy Yard

Boundary Map with Parcels

Parcel	TMS Number	Approx. Acreage (Highland)
B-1	400-00-00-055	2.17
B-2	400-00-00-142	3.06
B-3	400-00-00-061	8.3
B-4	400-00-00-232	9.23
B-5	400-00-00-243	2.27
B-7	400-00-00-242	1.34
B-8	400-00-00-240	1.38
B-9	400-00-00-238	2.17
B-10	400-00-00-231	2.22
B-11	400-00-00-224	6.16
B-12	400-00-00-239	2.18
B-13	400-00-00-219	1.27
B-14	400-00-00-054	1.77
B-15	400-00-00-056	1.32
B-16	400-00-00-057	1.68
B-17	400-00-00-052	3.23
B-18	400-00-00-250	1.08
B-19	400-00-00-160	0.09
B-20	400-00-00-229	2.013
B-21	400-00-00-233	0.32
B-22	400-00-00-244	3.72
B-23	400-00-00-249	3.39
		Total: 60.363

EXHIBIT A-2

Legal Descriptions of the Real Property

NAVY YARD

Storehouses 8 and 9

All that certain piece, parcel or tract of land, together with the buildings and improvements thereon, situate, lying and being in the City of North Charleston, County of Charleston, State of South Carolina, containing **2.168 acres,** more or less, being part of the former Charleston Naval Base, and being shown as "**LOT D**" on a plat by Forsberg Engineering & Surveying, Inc. entitled "Subdivision Plat Of TMS 400-00-00-045 Into Lots A, B, C, D, E & F, City of North Charleston Former Navy Base Complex Charleston County South Carolina", dated January 27, 2003, revised February 18, 2003 and recorded April 2, 2003 in **Plat Book EG, at Page 276** in the ROD Office for Charleston County, and having such location, buttings, boundings, courses and distances as by reference to said plat will more fully appear.

TMS No. 400-00-00-055

AND ALSO

Powerhouse

All that certain piece, parcel or lot of land, together with any improvements thereon, situate, lying and being in the City of North Charleston, County of Charleston, State of South Carolina, containing 3.06 ACRES, being a part of the former Charleston Naval Base and being more particularly shown and delineated as "NEW PARCEL A – 3.06 TOTAL ACRES" on a plat prepared by CDM Smith, entitled "PLAT SHOWING THE SUBDIVISION AND COMBINING OF A PORTION OF TMS 400-00-00-142 (2.18 AC.) WITH A PORTION OF TMS 400-00-00-042 (0.88 AC.) CREATING A NEW PARCEL A (3.06 AC.) AND COMBINING A PORTION OF TMS 400-00-00-142 (0.07 ACRES) WITH TMS 400-00-00-042 FOR A RESIDUAL OF TMS 400-00-00-042 OF (9.87 ACRES)," dated May 18, 2017, last revised August 23, 2017, and recorded August 25, 2017, in **Plat Book S17, at Page 0200**, in the RMC Office for Charleston County, SC. Said property having such location, buttings, boundings, courses and distances as by reference to said plat will more fully appear.

TMS# 400-00-00-142

AND ALSO

Three Sisters

All that certain piece, parcel or tract of land, together with the buildings and improvements thereon, situate, lying and being in the City of North Charleston, County of Charleston, State of South Carolina, containing **8.302 acres,** more or less, being part of the former Charleston Naval Base, and being shown as "**PARCEL F**" on a plat by Thomas & Hutton Engineering Co. dated October 27, 2020, revised January 28, 2021, entitled "Plat Of A Portion Of The Former Charleston Navy

Base Consisting of 53.038 Ac. Creating Parcels C, D, E, F & F.1, G, G.1, G.2 & G.3, H, I, J, K, L, N & O From TMS#(S) 400-00-00-160 & 400-00-00-219 and the Adjustment of the Property Lines of TMS#(S) 400-00-00-(232, 230, 061, 060, 238, 231, 233, 239, & 224) City of North Charleston Charleston County, South Carolina owned by South Carolina Department of Commerce Division of Public Railways", recorded April 9, 2021, in **Plat Book L21, at Pages 0123-0127** in the ROD Office for Charleston County, and having such location, buttings, boundings, courses and distances as by reference to said plat will more fully appear.

TMS 400-00-00-061

AND ALSO

Old Infirmary

All that certain piece, parcel or tract of land, together with the buildings and improvements thereon, situate, lying and being in the City of North Charleston, County of Charleston, State of South Carolina, containing **9.226 acres,** more or less, being part of the former Charleston Naval Base, and being shown as "**PARCEL D**" on a plat by Thomas & Hutton Engineering Co. dated October 27, 2020, revised January 28, 2021, entitled "Plat Of A Portion Of The Former Charleston Navy Base Consisting of 53.038 Ac. Creating Parcels C, D, E, F & F.1, G, G.1, G.2 & G.3, H, I, J, K, L, N & O From TMS#(S) 400-00-00-160 & 400-00-00-219 and the Adjustment of the Property Lines of TMS#(S) 400-00-00-(232, 230, 061, 060, 238, 231, 233, 239, & 224) City of North Charleston Charleston County, South Carolina owned by South Carolina Department of Commerce Division of Public Railways", recorded April 9, 2021, in **Plat Book L21, at Pages 0123-0127** in the ROD Office for Charleston County, and having such location, buttings, boundings, courses and distances as by reference to said plat will more fully appear.

TMS 400-00-00-232

AND ALSO

Parcel N

All that certain piece, parcel or tract of land, together with the buildings and improvements thereon, situate, lying and being in the City of North Charleston, County of Charleston, State of South Carolina, containing **2.274 acres,** more or less, being part of the former Charleston Naval Base, and being shown as "**PARCEL N**" on a plat by Thomas & Hutton Engineering Co. dated October 27, 2020, revised January 28, 2021, entitled "Plat Of A Portion Of The Former Charleston Navy Base Consisting of 53.038 Ac. Creating Parcels C, D, E, F & F.1, G, G.1, G.2 & G.3, H, I, J, K, L, N & O From TMS#(S) 400-00-00-160 & 400-00-00-219 and the Adjustment of the Property Lines of TMS#(S) 400-00-00-(232, 230, 061, 060, 238, 231, 233, 239, & 224) City of North Charleston Charleston County, South Carolina owned by South Carolina Department of Commerce Division of Public Railways", recorded April 9, 2021, in **Plat Book L21, at Pages 0123-0127** in the ROD Office for Charleston County, and having such location, buttings, boundings, courses and distances as by reference to said plat will more fully appear.

TMS #400-00-00-243

AND ALSO

Parcel F.1

All that certain piece, parcel or tract of land, together with the buildings and improvements thereon, situate, lying and being in the City of North Charleston, County of Charleston, State of South Carolina, containing **1.336 acres,** more or less, being part of the former Charleston Naval Base, and being shown as "**PARCEL F.1**" on a plat by Thomas & Hutton Engineering Co. dated October 27, 2020, revised January 28, 2021, entitled "Plat Of A Portion Of The Former Charleston Navy Base Consisting of 53.038 Ac. Creating Parcels C, D, E, F & F.1, G, G.1, G.2 & G.3, H, I, J, K, L, N & O From TMS#(S) 400-00-00-160 & 400-00-00-219 and the Adjustment of the Property Lines of TMS#(S) 400-00-00-(232, 230, 061, 060, 238, 231, 233, 239, & 224) City of North Charleston Charleston County, South Carolina owned by South Carolina Department of Commerce Division of Public Railways", recorded April 9, 2021, in **Plat Book L21, at Pages 0123-0127** in the ROD Office for Charleston County, and having such location, buttings, boundings, courses and distances as by reference to said plat will more fully appear.

TMS #400-00-00-242

AND ALSO

Parcel G.1

All that certain piece, parcel or tract of land, together with the buildings and improvements thereon, situate, lying and being in the City of North Charleston, County of Charleston, State of South Carolina, containing **0.315 acres,** more or less, being part of the former Charleston Naval Base, and being shown as "**PARCEL G.1**" on a plat by Thomas & Hutton Engineering Co. dated October 27, 2020, revised January 28, 2021, entitled "Plat Of A Portion Of The Former Charleston Navy Base Consisting of 53.038 Ac. Creating Parcels C, D, E, F & F.1, G, G.1, G.2 & G.3, H, I, J, K, L, N & O From TMS#(S) 400-00-00-160 & 400-00-00-219 and the Adjustment of the Property Lines of TMS#(S) 400-00-00-(232, 230, 061, 060, 238, 231, 233, 239, & 224) City of North Charleston Charleston County, South Carolina owned by South Carolina Department of Commerce Division of Public Railways", recorded April 9, 2021, in **Plat Book L21, at Pages 0123-0127** in the ROD Office for Charleston County, and having such location, buttings, boundings, courses and distances as by reference to said plat will more fully appear.

TMS #400-00-00-233

AND ALSO

Parcel H

All that certain piece, parcel or tract of land, together with the buildings and improvements thereon, situate, lying and being in the City of North Charleston, County of Charleston, State of South Carolina, containing **2.165 acres,** more or less, being part of the former Charleston Naval Base,

and being shown as "**PARCEL H**" on a plat by Thomas & Hutton Engineering Co. dated October 27, 2020, revised January 28, 2021, entitled "Plat Of A Portion Of The Former Charleston Navy Base Consisting of 53.038 Ac. Creating Parcels C, D, E, F & F.1, G, G.1, G.2 & G.3, H, I, J, K, L, N & O From TMS#(S) 400-00-00-160 & 400-00-00-219 and the Adjustment of the Property Lines of TMS#(S) 400-00-00-(232, 230, 061, 060, 238, 231, 233, 239, & 224) City of North Charleston Charleston County, South Carolina owned by South Carolina Department of Commerce Division of Public Railways", recorded April 9, 2021, in **Plat Book L21, at Pages 0123-0127** in the ROD Office for Charleston County, and having such location, buttings, boundings, courses and distances as by reference to said plat will more fully appear.

TMS #400-00-00-238

AND ALSO

Parcel I

All that certain piece, parcel or tract of land, together with the buildings and improvements thereon, situate, lying and being in the City of North Charleston, County of Charleston, State of South Carolina, containing **2.222 acres,** more or less, being part of the former Charleston Naval Base, and being shown as "**PARCEL I**" on a plat by Thomas & Hutton Engineering Co. dated October 27, 2020, revised January 28, 2021, entitled "Plat Of A Portion Of The Former Charleston Navy Base Consisting of 53.038 Ac. Creating Parcels C, D, E, F & F.1, G, G.1, G.2 & G.3, H, I, J, K, L, N & O From TMS#(S) 400-00-00-160 & 400-00-00-219 and the Adjustment of the Property Lines of TMS#(S) 400-00-00-(232, 230, 061, 060, 238, 231, 233, 239, & 224) City of North Charleston Charleston County, South Carolina owned by South Carolina Department of Commerce Division of Public Railways", recorded April 9, 2021, in **Plat Book L21, at Pages 0123-0127** in the ROD Office for Charleston County, and having such location, buttings, boundings, courses and distances as by reference to said plat will more fully appear.

TMS #400-00-00-231

AND ALSO

Parcel J

All that certain piece, parcel or tract of land, together with the buildings and improvements thereon, situate, lying and being in the City of North Charleston, County of Charleston, State of South Carolina, containing **6.161 acres,** more or less, being part of the former Charleston Naval Base, and being shown as "**PARCEL J**" on a plat by Thomas & Hutton Engineering Co. dated October 27, 2020, revised January 28, 2021, entitled "Plat Of A Portion Of The Former Charleston Navy Base Consisting of 53.038 Ac. Creating Parcels C, D, E, F & F.1, G, G.1, G.2 & G.3, H, I, J, K, L, N & O From TMS#(S) 400-00-00-160 & 400-00-00-219 and the Adjustment of the Property Lines of TMS#(S) 400-00-00-(232, 230, 061, 060, 238, 231, 233, 239, & 224) City of North Charleston Charleston County, South Carolina owned by South Carolina Department of Commerce Division of Public Railways", recorded April 9, 2021, in **Plat Book L21, at Pages**

0123-0127 in the ROD Office for Charleston County, and having such location, buttings, boundings, courses and distances as by reference to said plat will more fully appear.

TMS #400-00-00-224

AND ALSO

Parcel K

All that certain piece, parcel or tract of land, together with the buildings and improvements thereon, situate, lying and being in the City of North Charleston, County of Charleston, State of South Carolina, containing **2.181 acres,** more or less, being part of the former Charleston Naval Base, and being shown as "**PARCEL K**" on a plat by Thomas & Hutton Engineering Co. dated October 27, 2020, revised January 28, 2021, entitled "Plat Of A Portion Of The Former Charleston Navy Base Consisting of 53.038 Ac. Creating Parcels C, D, E, F & F.1, G, G.1, G.2 & G.3, H, I, J, K, L, N & O From TMS#(S) 400-00-00-160 & 400-00-00-219 and the Adjustment of the Property Lines of TMS#(S) 400-00-00-(232, 230, 061, 060, 238, 231, 233, 239, & 224) City of North Charleston Charleston County, South Carolina owned by South Carolina Department of Commerce Division of Public Railways", recorded April 9, 2021, in **Plat Book L21, at Pages 0123-0127** in the ROD Office for Charleston County, and having such location, buttings, boundings, courses and distances as by reference to said plat will more fully appear.

TMS #400-00-00-239

AND ALSO

Parcel L

All that certain piece, parcel or tract of land, together with the buildings and improvements thereon, situate, lying and being in the City of North Charleston, County of Charleston, State of South Carolina, containing **1.271 acres,** more or less, being part of the former Charleston Naval Base, and being shown as "**PARCEL L**" on a plat by Thomas & Hutton Engineering Co. dated October 27, 2020, revised January 28, 2021, entitled "Plat Of A Portion Of The Former Charleston Navy Base Consisting of 53.038 Ac. Creating Parcels C, D, E, F & F.1, G, G.1, G.2 & G.3, H, I, J, K, L, N & O From TMS#(S) 400-00-00-160 & 400-00-00-219 and the Adjustment of the Property Lines of TMS#(S) 400-00-00-(232, 230, 061, 060, 238, 231, 233, 239, & 224) City of North Charleston Charleston County, South Carolina owned by South Carolina Department of Commerce Division of Public Railways", recorded April 9, 2021, in **Plat Book L21, at Pages 0123-0127** in the ROD Office for Charleston County, and having such location, buttings, boundings, courses and distances as by reference to said plat will more fully appear.

TMS #400-00-00-219

AND ALSO

Parcel G.2

All that certain piece, parcel or tract of land, together with the buildings and improvements thereon, situate, lying and being in the City of North Charleston, County of Charleston, State of South Carolina, containing **1.375 acres,** more or less, being part of the former Charleston Naval Base, and being shown as "**PARCEL G.2**" on a plat by Thomas & Hutton Engineering Co. dated October 27, 2020, revised January 28, 2021, entitled "Plat Of A Portion Of The Former Charleston Navy Base Consisting of 53.038 Ac. Creating Parcels C, D, E, F & F.1, G, G.1, G.2 & G.3, H, I, J, K, L, N & O From TMS#(S) 400-00-00-160 & 400-00-00-219 and the Adjustment of the Property Lines of TMS#(S) 400-00-00-(232, 230, 061, 060, 238, 231, 233, 239, & 224) City of North Charleston Charleston County, South Carolina owned by South Carolina Department of Commerce Division of Public Railways", recorded April 9, 2021, in **Plat Book L21, at Pages 0123-0127** in the ROD Office for Charleston County, and having such location, buttings, boundings, courses and distances as by reference to said plat will more fully appear.

TMS #400-00-00-240

AND ALSO

Storehouse No. 7

All that certain piece, parcel or lot of land, together with the buildings and improvements thereon, situate, lying and being in the City of North Charleston, County of Charleston, State of South Carolina, containing **1.766 ACRES**, more or less, being part of the former Charleston Naval Base and being more particularly shown and delineated as "**LOT C**" on a plat prepared by Forsberg Engineering and Surveying, Inc., entitled "SUBDIVISION PLAT TMS 400-00-00-045 INTO LOTS A, B, C, D, E, & F CITY OF NORTH CHARLESTON FORMER NAVY BASE COMPLEX CHARLESTON COUNTY SOUTH CAROLINA" dated January 27, 2003, last revised February 18, 2003 and recorded April 2, 2003 in **Plat Book EG at page 276**, in the ROD Office for Charleston County, SC. Said property having such location, buttings, boundings, courses and distances as by reference to said plat will more fully appear.

TMS #400-00-00-054

AND ALSO

Storehouse No. 10

All that certain piece, parcel or lot of land, together with the buildings and improvements thereon, situate, lying and being on Noisette Boulevard, in the City of North Charleston, the County of Charleston, State of South Carolina, and being more particularly shown and delineated as "**LOT E-1 1.321 ACRES**" on that certain plat prepared by Lewis Smith Moore P.L.S. No. 21621, Forsberg Engineering and Surveying, Inc., entitled "SUBDIVISION PLAT LOT E INTO LOT E-1 & E-2 PROPERTY LINE ADJUSTMENT BETWEEN LOT E-1 & F FORMER NAVAL BASE

COMPLEX CITY OF NORTH CHARLESTON CHARLESTON COUNTY, SOUTH CAROLINA" dated July 11, 2005, last revised July 27, 2005, and recorded August 2, 2005, in **Plat Book EJ at page 128**, in the ROD Office for Charleston County, SC. Said property having such location, buttings, boundings, courses and distances as by reference to said plat will more fully appear.

TMS #400-00-00-056 and TMS #400-00-00-0561

AND ALSO

Storehouse No. 11

All that certain piece, parcel or lot of land, together with the buildings and improvements thereon, situate, lying and being on Noisette Boulevard, in the City of North Charleston, the County of Charleston, State of South Carolina, containing **1.657 ACRES**, more or less, being a part of the former Charleston Naval Base, and being more particularly shown and designated as "**LOT F**" on that certain plat prepared by Forsberg Engineering and Surveying, Inc., entitled "SUBDIVISION PLAT LOT E INTO LOT E-1 & E-2 PROPERTY LINE ADJUSTMENT BETWEEN LOT E-1 & F FORMER NAVAL BASE COMPLEX CITY OF NORTH CHARLESTON CHARLESTON COUNTY, SOUTH CAROLINA" dated July 11, 2005, last revised July 27, 2005, and recorded August 2, 2005, in **Plat Book EJ at page 128**, in the ROD Office for Charleston County, SC. Said property having such location, buttings, boundings, courses and distances as by reference to said plat will more fully appear.

TMS #400-00-00-057

AND ALSO

Parking lot

All that certain piece, parcel or lot of land, together with any improvements thereon, situate, lying and being in the City of North Charleston, County of Charleston, State of South Carolina containing **3.23 ACRES**, being a part of the former Charleston Naval Base and being more particularly shown and delineated as "PARCEL B 3.23 ACRES" on a plat prepared by CDM Smith, entitled "PLAT SHOWING SUBDIVISION OF TMS # 400-00-00-052 (4.87 ACRES) PROPERTY OF S.C. DEPARTMENT OF COMMERCE DIVISION OF PUBLIC RAILWAYS INTO PARCEL A (1.27 ACRES) AND PARCEL B (3.23 ACRES) WITH REMAINDER OF TMS# 400-00-00-052 (0.37 ACRES) TO BE COMBINED WITH TMS 400-00-00-045 PROPERTY OF S.C. DEPARTMENT OF COMMERCE DIVISION OF PUBLIC RAILWAYS RESULTING WITH A TOTAL COMBINED ACREAGE FOR TMS 400-00-00-045 BEING 32.50 ACRES" dated July 10, 2017, last revised August 22, 2017, and recorded August 25, 2017, in **Plat Book S17 at page 0201**, in the ROD Office for Charleston County, SC. Said property having such location, buttings, boundings, courses and distances as by reference to said plat will more fully appear.

TMS #400-00-00-052

AND ALSO

Parcel O

All that certain piece, parcel or tract of land, together with the buildings and improvements thereon, situate, lying and being in the City of North Charleston, County of Charleston, State of South Carolina, containing **3.722 acres,** more or less, being part of the former Charleston Naval Base, and being shown as "**PARCEL O**" on a plat by Thomas & Hutton Engineering Co. dated October 27, 2020, revised January 28, 2021, entitled "Plat Of A Portion Of The Former Charleston Navy Base Consisting of 53.038 Ac. Creating Parcels C, D, E, F & F.1, G, G.1, G.2 & G.3, H, I, J, K, L, N & O From TMS#(S) 400-00-00-160 & 400-00-00-219 and the Adjustment of the Property Lines of TMS#(S) 400-00-00-(232, 230, 061, 060, 238, 231, 233, 239, & 224) City of North Charleston Charleston County, South Carolina owned by South Carolina Department of Commerce Division of Public Railways", recorded April 9, 2021, in **Plat Book L21, at Pages 0123-0127** in the ROD Office for Charleston County, and having such location, buttings, boundings, courses and distances as by reference to said plat will more fully appear.

TMS #400-00-00-244

AND ALSO

Parcel C

All that certain piece, parcel or tract of land, together with the buildings and improvements thereon, situate, lying and being in the City of North Charleston, County of Charleston, State of South Carolina, containing **0.094 acres,** more or less, being part of the former Charleston Naval Base, and being shown as "**PARCEL C**" on a plat by Thomas & Hutton Engineering Co. dated October 27, 2020, revised January 28, 2021, entitled "Plat Of A Portion Of The Former Charleston Navy Base Consisting of 53.038 Ac. Creating Parcels C, D, E, F & F.1, G, G.1, G.2 & G.3, H, I, J, K, L, N & O From TMS#(S) 400-00-00-160 & 400-00-00-219 and the Adjustment of the Property Lines of TMS#(S) 400-00-00-(232, 230, 061, 060, 238, 231, 233, 239, & 224) City of North Charleston Charleston County, South Carolina owned by South Carolina Department of Commerce Division of Public Railways", recorded April 9, 2021, in **Plat Book L21, at Pages 0123-0127** in the ROD Office for Charleston County, and having such location, buttings, boundings, courses and distances as by reference to said plat will more fully appear.

TMS #400-00-00-160

AND ALSO

Residual Parcel 045_G

All that piece, parcel or tract of land, with the improvements thereon, if any, situate, lying and being in the City of North Charleston, County of Charleston, State of South Carolina, shown and

designated as "TRACT 045_G A PORTION OF TMS 400-00-00-045 SC DEPARTMENT OF COMMERCE DIVISION OF PUBLIC RAILWAYS 3.39 AC.", containing 3.39 acres, more or less, on a plat entitled "SUBDIVISION PLAT SHOWING TRACT 045G (3.39 AC.) SUBDIVIDED FROM TMS 400-00-00-045 (20.73 AC.) LEAVING A RESIDUAL OF TMS 400-00-00-045 (17.34 AC.)" prepared by CDM Smith, dated September 9, 2021, and recorded December 7, 2021, in **Plat Book S21, Page 0241** in the Office of the Register of Deeds for Charleston County, reference to said plat being craved for a more complete description.

TMS #400-00-00-249

AND ALSO

Residual Parcel 045_H

All that piece, parcel or tract of land, with the improvements thereon, if any, situate, lying and being in the City of North Charleston, County of Charleston, State of South Carolina, shown and designated as "TRACT 045_H A PORTION OF TMS 400-00-00-045 SC DEPARTMENT OF COMMERCE DIVISION OF PUBLIC RAILWAYS 1.08 AC.", containing 1.08 acres, more or less, on a plat entitled "SUBDIVISION PLAT SHOWING TRACT 045H (1.08 AC.) SUBDIVIDED FROM TMS 400-00-00-045 (17.34 AC.) LEAVING A RESIDUAL OF TMS 400-00-00-045 (16.26 AC.)" prepared by CDM Smith, dated September 10, 2021, and recorded December 7, 2021, in **Plat Book S21, Page 0242** in the Office of the Register of Deeds for Charleston County, reference to said plat being craved for a more complete description.

TMS #400-00-00-250

AND ALSO

Fire Station

All that piece, parcel or tract of land, with the improvements thereon, situate, lying and being in the City of North Charleston, County of Charleston, State of South Carolina, shown and designated as "TRACT 048A 4.93 Ac." on a plat entitled "PLAT SHOWING TRACT 048A (4.93 AC.) SUBDIVIDED FROM TMS 400-00-00-048 (29.22 AC.) LEAVING A RESIDUAL OF TMS 400-00-00-048 (24.29 AC.)" prepared by CDM Smith dated April 2, 2020, and recorded September 22, 2020, in **Plat Book L20, Page 0352** in the Office of the Register of Deeds for Charleston County, reference to said plat being craved for a more complete description.

SAVING AND EXCEPTING THEREFROM, all that piece, parcel or tract of land, with the improvements thereon, if any, situate, lying and being in the City of North Charleston, County of Charleston, State of South Carolina, shown and designated as "TRACT A 2.91 AC." on a plat entitled "PLAT SHOWING TRACT A (2.91 AC.) SUBDIVIDED FROM TMS 400-00-00-229 (4.93 AC.) LEAVING A RESIDUAL OF TMS 400-00-00-229 (2.02 AC.)" prepared by CDM Smith dated October 7, 2020, and recorded December 29, 2020, in **Plat Book L20, Page 0512**

in the Office of the Register of Deeds for Charleston County, reference to said plat being craved for a more complete description.

WHICH PROPERTY IS ALSO DESCRIBED AS:

All that certain, piece parcel or lot of land with the buildings and improvements thereon, situate, lying and being in the City of North Charleston, County of Charleston, State of South Carolina, containing 2.013 acres, more or less, being a part of the former Charleston Naval Base and shown as Parcel A1 (Residual of Tract A), and delineated on a plat thereof by Charles F. Dawley, Jr. dated December 12, 2022, revised February 24, 2023, entitled Boundary Plat Parcel A1 (Residual of Tract A), recorded on March 6, 2023 in **Plat Book L23, Page 0064**, in the ROD Office of Charleston County, SC, said property having such location, buttings, boundings, courses and distances as by reference to said plat will more fully appear.

TMS #400-00-00-229

BATTERY PARK

Development Parcel A-2

All that piece, parcel or lot of land, with the buildings and improvements thereon, situate, lying and being in the City of North Charleston, County of Charleston, State of South Carolina, containing **7.300 acres**, more or less, being part of the former Charleston Naval Base and shown as **PARCEL A Portion of TMS 400-00-00-047** and delineated on a plat thereof by Forsberg Engineering & Surveying, Inc. dated December 8, 2003, entitled "Property Line Adjustment TMS 400-00-00-045 & TMS 400-00-00-048 (Lot D) Subdivision of TMS 400-00-00-047 Into Parcels A & B City of North Charleston Former Naval Base Complex County of Charleston, South Carolina" recorded January 28, 2004 in **Plat Book EG, at Page 856**, in the ROD Office for Charleston County, S.C., said property having such location, buttings, boundings, courses and distances as by reference to said plat will more fully appear.

TMS #400-00-00-047

AND ALSO

Development Parcel A-3

All that piece, parcel or lot of land, with the buildings and improvements thereon, situate, lying and being in the City of North Charleston, County of Charleston, State of South Carolina, containing **6.487 acres**, more or less, being part of the former Charleston Naval Base and shown as **PARCEL B Portion of TMS 400-00-00-047** and delineated on a plat thereof by Forsberg Engineering & Surveying, Inc. dated December 8, 2003, entitled "Property Line Adjustment TMS 400-00-00-045 & TMS 400-00-00-048 (Lot D) Subdivision of TMS 400-00-00-047 Into Parcels A & B City of North Charleston Former Naval Base Complex County of Charleston, South Carolina" recorded January 28, 2004 in **Plat Book EG, at Page 856**, in the ROD Office for Charleston County, S.C., said property having such location, buttings, boundings, courses and distances as by reference to said plat will more fully appear.

TMS #400-00-00-065

AND ALSO

Development Parcel A-5

All that piece, parcel or lot of land, with the buildings and improvements thereon, situate, lying and being in the City of North Charleston, County of Charleston, State of South Carolina, containing **1.690 acres**, more or less, being part of the former Charleston Naval Base and shown and described as **LOT B, 73,907 SQ. FT.** on a plat by Forsberg Engineering and Surveying, Inc. dated March 1, 2004 entitled "Subdivision Plat Parcel 1 EDC III Into Lots A & B Former Naval Base Complex City of North Charleston Charleston County, South Carolina" recorded December 21, 2004 in **Plat Book EH, at Page 573**, in the ROD Office for Charleston County, S.C., said property having such location, buttings, boundings, courses and distances as by reference to said plat will more fully appear.

TMS #400-00-00-071

AND ALSO

Development Parcel A-9

All that piece, parcel or lot of land, with the buildings and improvements thereon, situate, lying and being in the City of North Charleston, County of Charleston, State of South Carolina, containing **0.2 acres**, more or less, being part of the former Charleston Naval Base and shown and described as **NEW LOT A-2, 10,462 S.F.** on a plat by ECLS Global, Inc. dated April 3, 2017, entitled "Plat Showing the Subdivision of Lot A TMS 400-00-00-086 (1.30 Acres) Into Loat A-1 (1.1 Acres) and Lot A-2 (0.20 Acres)", recorded June 27, 2017 in **Plat Book L17, at Page 0356**, in the ROD Office for Charleston County, S.C., said property having such location, buttings, boundings, courses and distances as by reference to said plat will more fully appear.

TMS #400-00-00-218

AND ALSO

Development Parcel A-6

All that certain piece, parcel or tract of land, together with the improvements thereon, situate, lying and being on the western side of Avenue "D" North (and including a portion of Avenue "D" North and including a portion of Avenue "B" North), in the City of North Charleston, County of Charleston, State of South Carolina, being part of the former Charleston Naval Base and being more particularly shown and delineated as **PARCEL 1B-2**, containing approximately **7.069 acres**, on a plat entitled "Plat of the Subdivision of Tract 1B (36.806 acres) TMS 400-00-00-109 Charleston Naval Base Complex EDC IV to Create Tracts 1B-1 (7.013 AC.), 1B-2 (7.069 AC.) & 1B-3 (22.724 AC.) City of North Charleston Charleston County, South Carolina prepared for & owned by: S.C. Department of Commerce Public Railways Division", by Thomas & Hutton, dated August 15, 2015 and recorded October 14, 2015 in **Plat Book L15, at Page 0486**, in the ROD Office for Charleston County, S.C., and having the boundaries and measurements as shown on said plat.

Said **PARCEL 1B-2** more recently described as having **7.03 acres** pursuant to that certain plat entitled "Subdivision Plat of Tract 1B-3 (13.64 Ac. NEW) and Parcel 1B-2 (7.02 Ac. NEW) to Create Parcel 1B-4 (9.03 Ac.) & A New Pump Station (0.08 Ac.) TMS #499-00-00-109 & 217 City of North Charleston Charleston County, South Carolina prepared for The City of North Charleston", by Thomas & Hutton, dated December 12, 2019 and recorded April 14, 2021 in **Plat Book L21, at Page 0133**, in the ROD Office for Charleston County, S.C., and having the boundaries and measurements as shown on said plat.

TMS #400-00-00-217

AND ALSO

Development Parcel A-4

All that piece, parcel or lot of land, with the buildings and improvements thereon, situate, lying and being in the City of North Charleston, County of Charleston, State of South Carolina, containing **1.35 acres**, more or less, being part of the former Charleston Naval Base and shown as **PARCEL 2** and delineated on a plat thereof by Forsberg Engineering & Surveying, Inc. dated July 19, 2002, entitled "Real Estate Summary Map Charleston Naval Base Complex EDC III North Charleston, South Carolina" recorded August 19, 2004 in **Plat Book EH, at Pages 275-276**, in the ROD Office for Charleston County, S.C., said property having such location, buttings, boundings, courses and distances as by reference to said plat will more fully appear.

TMS #400-00-00-072

AND ALSO

Development Parcel A-7

All that piece, parcel or lot of land, with the buildings and improvements thereon, situate, lying and being in the City of North Charleston, County of Charleston, State of South Carolina, containing **13.64 acres**, more or less, being part of the former Charleston Naval Base and shown and described as **PARCEL 1B-3** on a plat by Thomas & Hutton dated December 12, 2019, entitled "Subdivision Plat of Parcel 1B-3 (13.64 Ac. NEW) and Parcel 1B-2 (7.03 Ac. NEW) to Create Parcel 1B-4 (9.03 Ac.) & A New Pump Station (0.08 Ac.) TMS#400-00-00-109& 217 City of North Charleston Charleston County, South Carolina prepared for The City of North Charleston" recorded April 14, 2021 in **Plat Book L21, at Page 0133**, in the ROD Office for Charleston County, S.C., said property having such location, buttings, boundings, courses and distances as by reference to said plat will more fully appear.

TMS #400-00-00-109

AND ALSO

"Pier Alpha Parcel"

All that piece, parcel or lot of land, with the buildings and improvements thereon, situate, lying and being in the City of North Charleston, County of Charleston, State of South Carolina, containing **11.076 acres**, more or less, being part of the former Charleston Naval Base and shown and described by Note No. 11 regarding the abandonment of property lines between TMS 400-00-00-058 with TMS 400-00-00-107 on a plat by Forsberg Engineering and Surveying, Inc. dated September 6, 2005, revised September 22, 2005, entitled "A Plat Showing the Property Line Abandonment Between TMS 400-00-00 Parcels 058 & 107 Property Line Adjustment Between TMS 400-00-00 Parcels 059 & 106 Property Line Adjustment Between TMS 400-00-00 Parcels 106 & 108 Property Line Adjustment Between TMS 400-00-00 Parcels 107 & 065 Former Naval Base Complex City North Charleston Charleston County, S.C." recorded October 19, 2005 in **Plat Book EJ, at Page 306**, in the ROD Office for Charleston County, S.C., said property having such location, buttings, boundings, courses and distances as by reference to said plat will more fully appear.

TMS #400-00-00-058

AND ALSO

Development Parcel A-8

All that piece, parcel or lot of land, with the buildings and improvements thereon, situate, lying and being in the City of North Charleston, County of Charleston, State of South Carolina, containing **1.229 acres**, more or less, being part of the former Charleston Naval Base and shown and described as **PARCEL 1A** on a plat by Forsberg Engineering and Surveying, Inc. dated June 23, 2005, entitled "Subidivision Plat Lot 1 EDC IV Former Naval Base Complex City of North Charleston Charleston County, South Carolina" recorded October 19, 2005 in **Plat Book EJ, at Page 305**, in the ROD Office for Charleston County, S.C., said property having such location, buttings, boundings, courses and distances as by reference to said plat will more fully appear.

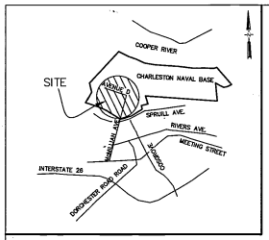
TMS #400-00-00-129

EXHIBIT A-3

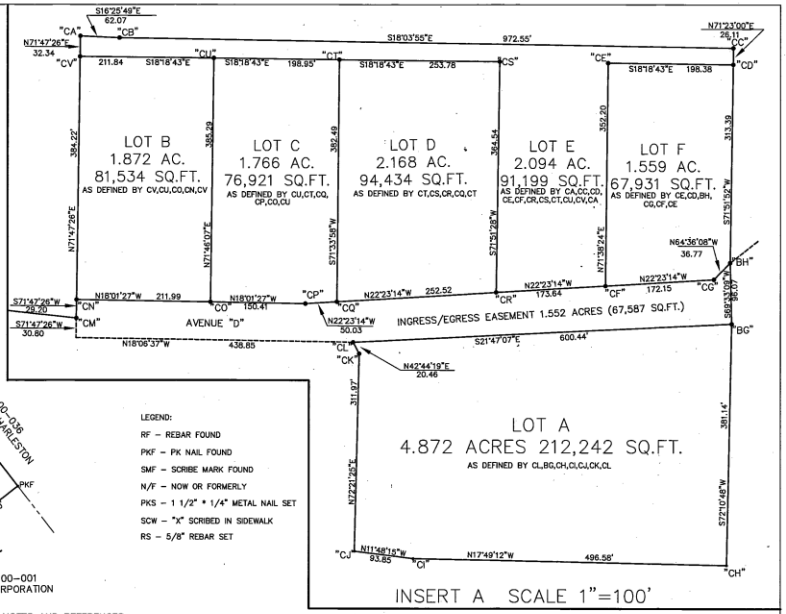
Recorded Plats of Parcels Comprising the Real Property

[Attached]

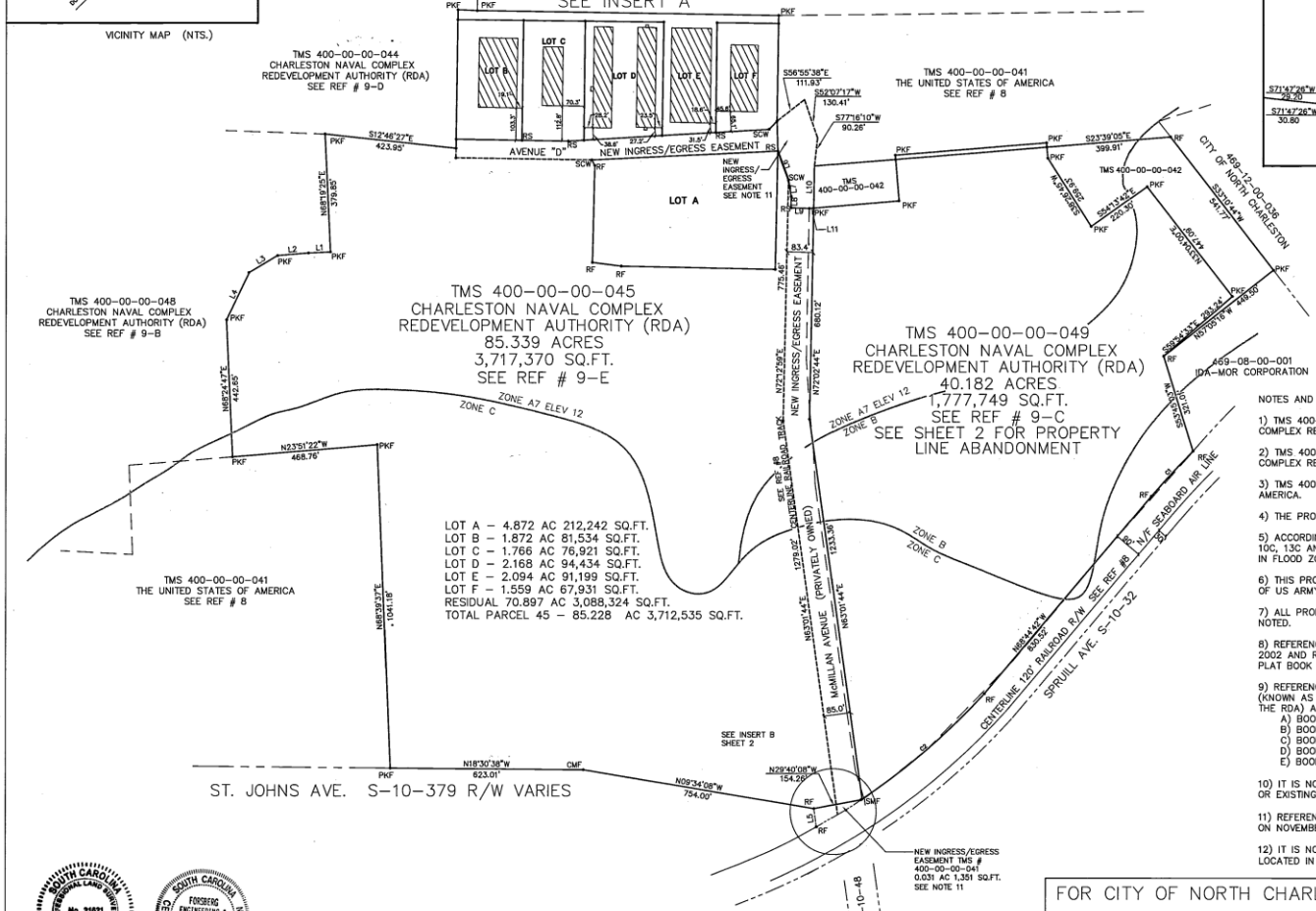
BK T442PG450



VICINITY MAP (NTS.)



INSERT A SCALE 1"=100'



GRAPHIC SCALE
200 0 200 400
(IN FEET)
1 inch = 200 ft.

LEGEND:
RF - REBAR FOUND
PKF - PK NAIL FOUND
SMF - SCRIBE MARK FOUND
N/F - NOW OR FORMERLY
PKS - 1 1/2" * 1/4" METAL NAIL SET
SCW - "X" SCRIBED IN SIDEWALK
RS - 5/8" REBAR SET

NOTES AND REFERENCES:

1) TMS 400-00-00-049 - RETAINED BY THE CHARLESTON NAVAL COMPLEX REDEVELOPMENT AUTHORITY (RDA).

2) TMS 400-00-00-045 - RETAINED BY THE CHARLESTON NAVAL COMPLEX REDEVELOPMENT AUTHORITY (RDA).

3) TMS 400-00-00-042 - RETAINED BY THE UNITED STATES OF AMERICA.

4) THE PROPERTY IS ZONED M2 AND M1.

5) ACCORDING TO FLOOD INSURANCE RATE MAP 450042 PANELS 10C, 13C AND 14C DATED NOVEMBER 5 1986 THIS PROPERTY LIES IN FLOOD ZONES C, B, A7 ELEVATION 12.

6) THIS PROPERTY DOES NOT SHOW THE EXISTENCE OR NONEXISTENCE OF US ARMY CORPS OF ENGINEERS "JURISDICTIONAL WETLANDS".

7) ALL PROPERTY CORNERS ARE PK NAILS SET UNLESS OTHERWISE NOTED.

8) REFERENCE PLATS BY FORSBERG ENGINEERING DATED OCTOBER 21, 2002 AND RECORDED IN THE CHARLESTON COUNTY RMC OFFICE IN PLAT BOOK EF PAGES 988 THRU 990.

9) REFERENCE THE FOLLOWING PLATS BY W. MASON LINDSEY, JR. (KNOWN AS THE FIRST AND SECOND CONVEYANCE FROM THE NAVY TO THE RDA) AND RECORDED IN THE CHARLESTON COUNTY RMC OFFICE
A) BOOK EG PAGE 133 TMS PARCEL 400-00-00-047
B) BOOK EG PAGE 134 TMS PARCEL 400-00-00-048
C) BOOK EG PAGE 135 TMS PARCEL 400-00-00-049
D) BOOK EG PAGE 139 TMS PARCEL 400-00-00-044
E) BOOK EG PAGE 140 TMS PARCEL 400-00-00-045

10) IT IS NOT THE INTENT OF THIS SURVEY TO SHOW EXISTING EASEMENTS OR EXISTING IMPROVEMENTS.

11) REFERENCE DEED RECORDED IN THE CHARLESTON COUNTY RMC OFFICE ON NOVEMBER 15, 2002 IN BOOK W425 PAGE 593.

12) IT IS NOT THE INTENT OF THIS SURVEY TO SHOW ALL EXISTING BUILDINGS, LOCATED IN THE RESIDUAL TRACT, BUT ONLY THOSE IN LOTS B THRU F.

LINE TABLE		
LINE	LENGTH	BEARING
L1	71.14	S21°38'46"E
L2	99.86	S23°59'47"E
L3	105.84	S49°44'49"E
L4	170.17	S83°18'32"E
L5	59.71	S62°55'52"W
L6	99.87	S50°41'08"W
L7	53.60	S61°27'21"W
L8	36.45	S71°54'06"W
L9	58.46	S16°59'38"E
L10	135.52	N72°02'44"E
L11	14.37	S23°53'00"E

CURVE TABLE						
CURVE	LENGTH	RADIUS	TANGENT	CHORD	CHORD BRNG	DELTA
C1	198.13	2730.93	99.11	198.09	N66°16'45"W	4°09'24"
C2	520.60	2153.62	261.58	519.34	N59°45'45"W	13°51'01"
C3	4.22	2153.62	2.11	4.22	S52°46'52"E	0°06'44"

I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS A SURVEY AS SPECIFIED THEREIN.

2/18/03
LEWIS SMITH MOORE, P.L.S. No. 21621

SOUTH CAROLINA PROFESSIONAL LAND SURVEYOR No. 21621 LEWIS SMITH MOORE

SOUTH CAROLINA FORSBERG ENGINEERING & SURVEYING, INC. No. C00343 CERTIFICATE OF AUTHORIZATION

FOR CITY OF NORTH CHARLESTON AND RMC USE

APPROVED PLAT
DATE: 2.28.03
Planning Director
City of North Charleston

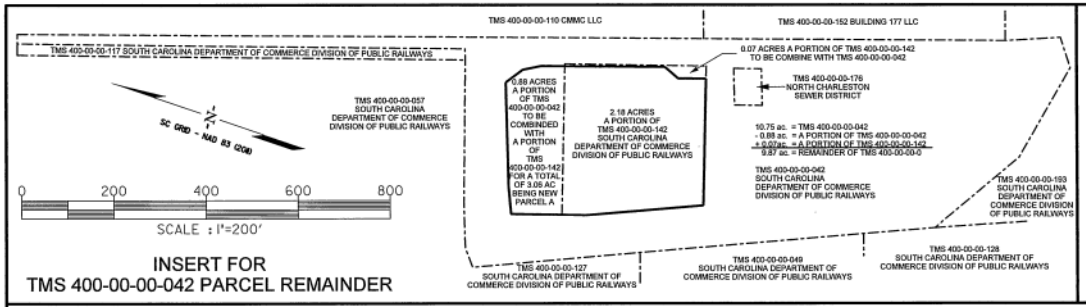
Charleston, South Carolina
Office of Register Mesne Conveyance
Plat recorded this 2nd day of APRIL, 2003 at 2:42 o'clock in Plat Book EG Page 276 and tracing cloth copy filed in File 2 Drawer — Folder 75 Drawing No. 33
Original plat (a White Print) delivered to BRUCE A. BERLINSKY ESQ
Sheet 1 of 2

Register Mesne Conveyance

SUBDIVISION PLAT
TMS 400-00-00-045
INTO LOTS A, B, C, D, E, & F
CITY OF NORTH CHARLESTON
FORMER NAVY BASE COMPLEX
CHARLESTON COUNTY SOUTH CAROLINA
SCALE 1"=200' JANUARY 27, 2003
SHEET 1 OF 2
REVISED FEBRUARY 18, 2003 JOB 3061-2

FORSBERG ENGINEERING AND SURVEYING, INC.
1587 SAVANNAH HIGHWAY SUITE B
P.O. BOX 30575
CHARLESTON, SOUTH CAROLINA 29417
(843) 571-2622 FAX (843) 571-6780
CIVIL ENGINEERING, SURVEYING AND LAND PLANNING

EG x 276



INSERT FOR TMS 400-00-00-042 PARCEL REMAINDER

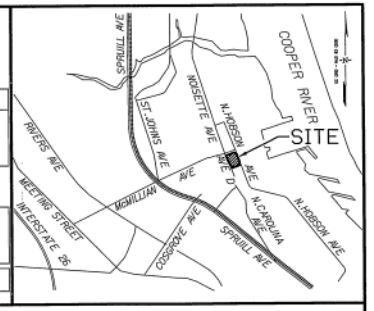
FOR THE CITY OF NORTH CHARLESTON AND RMC USE

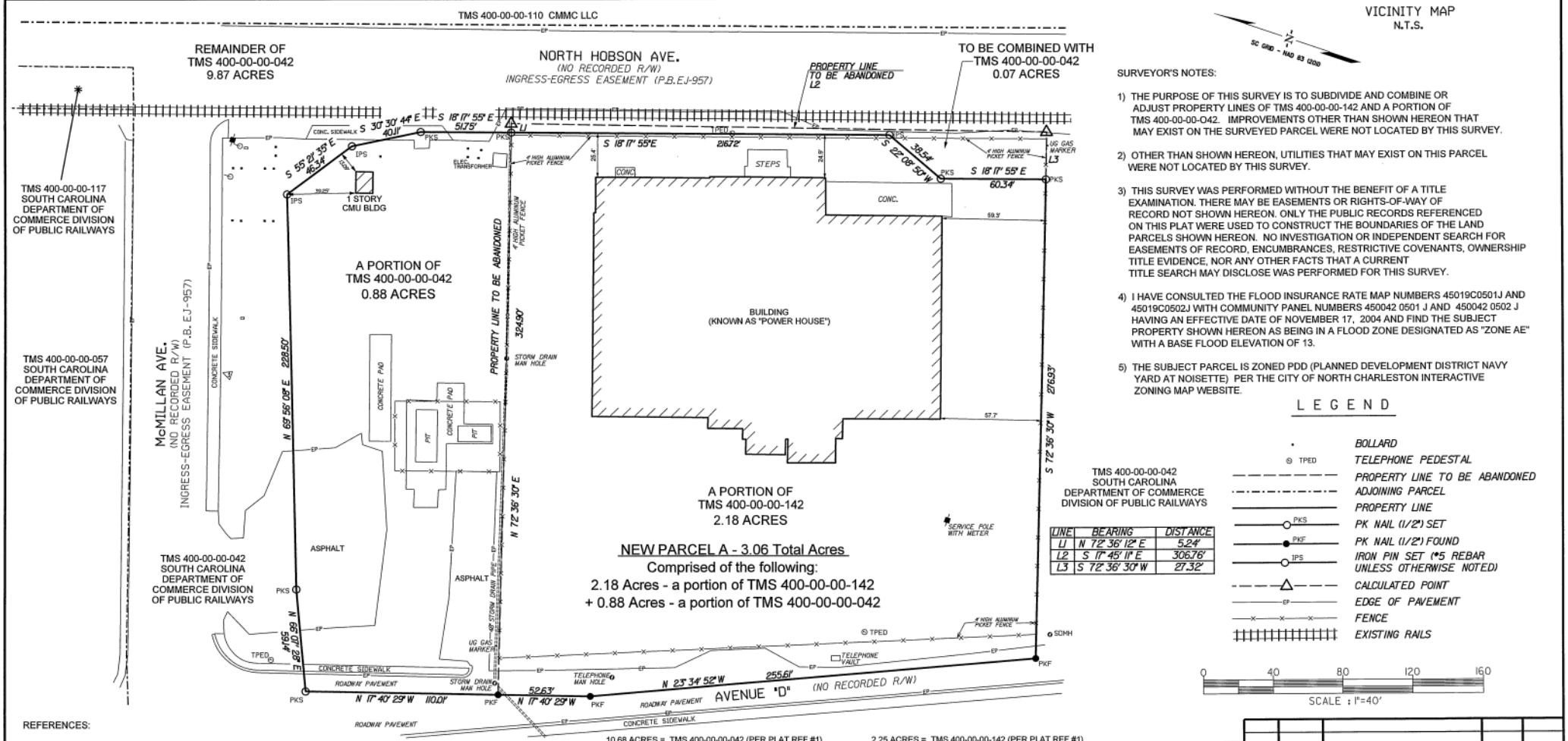
APPROVED PLAT
Exempt from Section 18-22 (a) and 18-23 (a) of Subdivision Regulations.
Date: 25 August 2017
Attest: Gwendolyn Mautrie
PLANNING DIRECTOR
CITY OF NORTH CHARLESTON

RECORDED
DATE: 8/25/2017 TIME: 2:32:05 PM
Book-Page S17 0200 DocType Small Plat
Charlie Lybrand, Register, Charleston County, SC

Record Fee	$10.00
Postage	$0.00
TOTAL	$10.00
Drawer	Drawer 4
Clerk	TPS

Filed By:
PFLUG LAW FIRM, LLC
PO BOX 801
0
MT PLEASANT SC 29465-0801 (BOX)
Location: NORTH HOBSON AVE





VICINITY MAP
N.T.S.

SC GRID - NAD 83 (2011)

SURVEYOR'S NOTES:

1) THE PURPOSE OF THIS SURVEY IS TO SUBDIVIDE AND COMBINE OR ADJUST PROPERTY LINES OF TMS 400-00-00-142 AND A PORTION OF TMS 400-00-00-042. IMPROVEMENTS OTHER THAN SHOWN HEREON THAT MAY EXIST ON THE SURVEYED PARCEL WERE NOT LOCATED BY THIS SURVEY.

2) OTHER THAN SHOWN HEREON, UTILITIES THAT MAY EXIST ON THIS PARCEL WERE NOT LOCATED BY THIS SURVEY.

3) THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE EXAMINATION. THERE MAY BE EASEMENTS OR RIGHTS-OF-WAY OF RECORD NOT SHOWN HEREON. ONLY THE PUBLIC RECORDS REFERENCED ON THIS PLAT WERE USED TO CONSTRUCT THE BOUNDARIES OF THE LAND PARCELS SHOWN HEREON. NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, NOR ANY OTHER FACTS THAT A CURRENT TITLE SEARCH MAY DISCLOSE WAS PERFORMED FOR THIS SURVEY.

4) I HAVE CONSULTED THE FLOOD INSURANCE RATE MAP NUMBERS 45019C0501J AND 45019C0502J WITH COMMUNITY PANEL NUMBERS 450042 0501 J AND 450042 0502 J HAVING AN EFFECTIVE DATE OF NOVEMBER 17, 2004 AND FIND THE SUBJECT PROPERTY SHOWN HEREON AS BEING IN A FLOOD ZONE DESIGNATED AS "ZONE AE" WITH A BASE FLOOD ELEVATION OF 13.

5) THE SUBJECT PARCEL IS ZONED PDD (PLANNED DEVELOPMENT DISTRICT NAVY YARD AT NOISETTE) PER THE CITY OF NORTH CHARLESTON INTERACTIVE ZONING MAP WEBSITE.

LINE	BEARING	DISTANCE
L1	N 72° 36' 12" E	5.24'
L2	S 17° 45' 11" E	306.76'
L3	S 72° 36' 30" W	27.32'

LEGEND

- BOLLARD
- TPED — TELEPHONE PEDESTAL
- PROPERTY LINE TO BE ABANDONED
- ADJOINING PARCEL
- PROPERTY LINE
- PKS — PK NAIL (1/2") SET
- PKF — PK NAIL (1/2") FOUND
- IPS — IRON PIN SET (#5 REBAR UNLESS OTHERWISE NOTED)
- CALCULATED POINT
- EP — EDGE OF PAVEMENT
- FENCE
- EXISTING RAILS

REFERENCES:

1) A PLAT TITLED "BOUNDARY PLAT TRACT 10 FORMERLY A PORTION OF PARCEL 3, EDC IV FORMER NAVAL BASE COMPLEX BEING TMS 400-00-00-042", PREPARED BY THOMAS & HUTTON, DATED 11/06/12 AND RECORDED IN PLAT BOOK L13, PAGES 0359 & 0360.

2) A PLAT TITLED "PLAT SHOWING THE RESUBSIVISION BETWEEN PARCELS 400-00-00-042 & 400-00-00-076 AND THE CREATION OF LOT A FORMER NAVAL BASE COMPLEX", PREPARED BY FORSBERG ENGINEERING AND SURVEYING, INC. DATED JUNE 6, 2006 REVISED JULY 27, 2006 AND RECORDED IN PLAT BOOK EJ PAGES 957 & 958.

3) REFERENCE DEED RECORDED IN THE CHARLESTON COUNTY RMC OFFICE ON NOVEMBER 15, 2002 IN BOOK W425 PAGE 593.

4) A PLAT TITLED "SUBDIVISION PLAT TMS 400-00-00-045 INTO LOTS A, B, C, D, E, & F CITY OF NORTH CHARLESTON FORMER NAVY BASE COMPLEX", PREPARED BY FORSBERG ENGINEERING AND SURVEYING, INC., DATED JANUARY 27, 2003 REVISED FEBRUARY 18, 2003 AND RECORDED IN PLAT BOOK EG PAGE 276.

5) PROPOSED ROADWAY PLANS TITLED "PALMETTO RAILWAYS VOLUME 6 PROPOSED PLANS FOR NAVY BASE INTERMODAL FACILITY CHARLESTON COUNTY NORTH CHARLESTON, SOUTH CAROLINA RD. S-32 (SPRUILL AVENUE), S-1025 (COSGROVE AVENUE), N. HOBSON AVENUE, NOISETTE BLVD., S. HOBSON AVENUE AND RELOCATED BAINBRIDGE AVENUE" DATED 6/26/2016 DESIGNED BY CDM SMITH AND TRANSYSTEMS.

10.68 ACRES = TMS 400-00-00-042 (PER PLAT REF #1)
-0.88 ACRES = A PORTION OF TMS 400-00-00-042
9.80 ACRES = RESIDUAL OF TMS 400-00-00-042

2.25 ACRES = TMS 400-00-00-142 (PER PLAT REF #1)
-2.18 ACRES = A PORTION OF TMS 400-00-00-142
0.07 ACRES = RESIDUAL OF TMS 400-00-00-142
TO BE COMBINED WITH TMS 400-00-00-042

9.80 ACRES = RESIDUAL OF TMS 400-00-00-042
+0.07 ACRES = A PORTION OF TMS 400-00-00-142
9.87 ACRES = TOTAL RESIDUAL OF TMS 400-00-00-042

I HEREBY STATE THAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE STANDARDS of PRACTICE MANUAL FOR SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS (A) SURVEY AS SPECIFIED THEREIN. SEE HEREON SURVEYOR'S NOTES AS TO THE EXTENT AND PURPOSE OF THIS SURVEY.

John L. Hudson
JOHN L. HUDSON S.C.PLS NO. 6957

SOUTH CAROLINA CDM Smith Inc No. C00402 CERTIFICATE OF AUTHORIZATION

DWN.	C. Beebe
CHK.	J. Hudson
PLAT No.	1597
PROJECT No.	104664

REV. NO.	DATE		BY	APP.
1	8/23/2017	REVISED TO SHOW CITY OF N. CHARLESTONS COMMENTS	JLH	JLH

PLAT SHOWING THE SUBDIVISION AND COMBINING OF A PORTION OF TMS 400-00-00-142 (2.18 AC.) WITH A PORTION OF TMS 400-00-00-042 (0.88 AC.) CREATING A NEW PARCEL A (3.06 AC.) AND COMBINING A PORTION OF TMS 400-00-00-142 (0.07 ACRES) WITH TMS 400-00-00-042 FOR A RESIDUAL OF TMS 400-00-00-042 OF (9.87 ACRES)

PROPERTY OF SOUTH CAROLINA DEPARTMENT of COMMERCE DIVISION of PUBLIC RAILWAYS

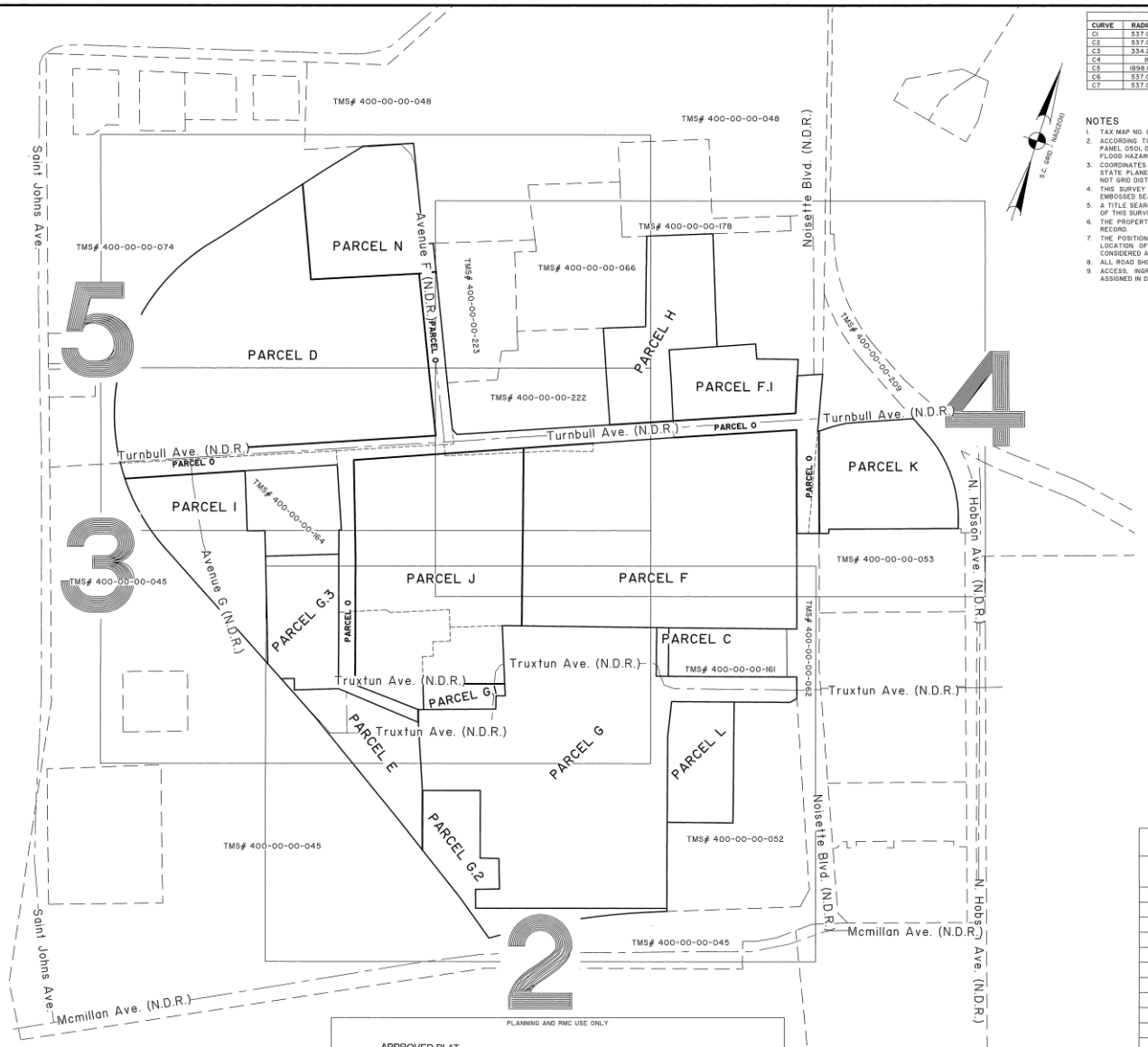
CITY OF NORTH CHARLESTON, CHARLESTON COUNTY, SOUTH CAROLINA

CDM Smith
1441 Main Street Suite 1000 Columbia, SC 29201 Tel: (803) 758-4500

DATE 5/18/2017
CADD FILE: PA
SHEET 1 OF 1

S17 x 0200

L21 x 0123



CURVE TABLE					
CURVE	RADIUS	LENGTH	CH BEARING	CH LENGTH	DELTA
C1	537.02'	227.87'	N 48°33'34" W	226.16'	24°18'41"
C2	537.02'	42.58'	N 34°07'57" W	42.57'	4°32'33"
C3	334.26'	240.56'	S 38°31'52" E	235.40'	41°14'03"
C4	INTENTIONALLY DELETED				
C5	1898.05'	454.46'	S 63°04'45" W	453.37'	13°43'07"
C6	537.02'	21.73'	N 30°42'08" W	21.72'	2°19'05"
C7	537.02'	665.20'	N 05°56'34" E	623.48'	70°58'18"

NOTES

1. TAX MAP NO. (PARENT TRACTS): 400-00-00-(232, 230, 161, 060, 229, 231, 233, 210 & 224).
2. ACCORDING TO F.I.R.M. MAP NO. 45019C, PANEL 0510K REFERENCING COMMUNITY 450042, PANEL 0501, DATED JANUARY 29, 2021 , THE PROPERTY SHOWN ON THIS PLAT IS LOCATED IN FLOOD HAZARD ZONE(S) X, X SHADDED & AE(10).
3. COORDINATES AND DIRECTIONS SHOWN ON THIS SURVEY ARE BASED ON SOUTH CAROLINA STATE PLANE COORDINATE SYSTEM (NAD83). DISTANCES SHOWN ARE GROUND DISTANCES, NOT GRID DISTANCES.
4. THIS SURVEY IS VALID ONLY IF THE PRINT OF SAME HAS THE ORIGINAL SIGNATURE AND EMBOSSED SEAL OF THE LAND SURVEYOR.
5. A TITLE SEARCH WAS NOT PERFORMED BY THOMAS & HUTTON ENGINEERING CO. AT THE TIME OF THIS SURVEY.
6. THE PROPERTY PLATTED HEREON IS SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.
7. THE POSITION OF UNDERGROUND UTILITIES SHOWN ON THIS DRAWING IS BASED UPON THE LOCATION OF SURFACE APPURTENANCES AND/OR SURFACE MARKINGS AND SHOULD BE CONSIDERED APPROXIMATE.
8. ALL ROAD SHOWN WITHIN SUBJECT PROPERTIES ARE NOT DEDICATED RIGHT-OF-WAYS.
9. ACCESS, INGRESS/EGRESS OVER EXISTING VEHICULAR AND PEDESTRIAN THROUGHWAYS ASSIGNED IN DEED BOOK 0104 AT PAGE 986 & BOOK 0663 AT PAGE 929.

LINE TABLE		
LINE	BEARING	LENGTH
L1	N 69°08'59" E	25.11'
L2	S 61°14'48" E	17.46'
L3	N 68°33'06" E	23.50'
L4	N 54°09'57" E	3.86'
L5	N 54°09'57" E	45.04'
L6	N 58°55'17" E	31.95'
L7	S 17°46'19" E	11.16'
L8	S 72°42'15" W	26.67'
L9	N 71°48'39" E	25.64'
L10	S 69°52'03" W	21.45'
L11	S 23°44'00" E	38.38'
L12	S 68°24'12" W	24.99'
L13	N 71°00'23" E	34.71'
L14	S 18°27'57" E	30.43'
L15	S 16°36'27" E	8.24'
L16	S 69°00'59" W	41.39'
L17	N 75°50'22" W	15.78'
L18	N 73°34'47" E	6.44'
L19	N 2°37'51" W	37.54'
L20	S 22°04'55" E	30.07'
L21	N 17°17'30" W	21.82'
L22	N 67°48'45" E	19.05'
L23	N 71°37'27" E	14.49'
L24	N 72°12'47" E	24.46'
L25	S 42°47'15" W	20.47'
L26	N 70°25'42" E	28.34'
L27	N 19°27'03" W	38.64'
L28	N 18°57'02" W	37.18'
L29	S 71°46'46" W	25.26'
L30	S 72°12'06" W	28.71'
L31	S 71°29'59" W	30.61'

PLANNING AND RMC USE ONLY

APPROVED PLAT
Exempt from Section 18-22 (a) and 18-23 (a) of Subdivision Regulations.
Date: 2 April 2021
Attest: Brandon L. Mueller
PLANNING DIRECTOR
CITY OF NORTH CHARLESTON

RECORDED
DATE: 4/9/2021 TIME: 10:00:02 AM
Book-Page: L21 | 0123 DocType: Large Plat
Michael Miller, Register, Charleston County, SC

Record Fee	$25.00	Filed By: THOMAS & HUTTON ENGINEERING
Postage	$5.00	682 JOHNNIE DODDS BLVD
TOTAL	$30.00	SUITE 100
Drawer	Drawer 2	MT PLEASANT SC 29464
Clerk	SW	

Location: NOISETTE BLVD 1/5

PROPERTIES OF SOUTH CAROLINA DEPARTMENT OF COMMERCE DEPARTMENT OF PUBLIC RAILWAYS

PARCEL	ORIGIN TMS#(S) 400-00-00-(XXX)	INITIAL (TMS) ACREAGE	(PARCEL) ACREAGE
C	160	0.094	0.094
D	232	12.416	9.226
E	230	2.81	1.435
F	061, H-PEND.	15.305	8.302
F.1	061	ZERO	1.336
G	060	10.959	9.325
G.1	233	ZERO	0.315
G.2	230	ZERO	1.375
G.3	060	ZERO	1.634
H	238	2.91	2.165
I	231	2.736	2.222
J	061, 238, 224, 233	ZERO	6.161
K	239	2.28	2.181
L	219	1.271	1.271
N	232	ZERO	2.274
O	061, 232, 238, 231, 224, 239	ZERO	3.722
400-00-00-233	233	0.969	ZERO
400-00-00-224	224	1.290	ZERO
TOTALS		53.04	53.038

VICINITY MAP not to scale

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SYMBOL LEGEND
- SET 3/4 ⌀ OPEN W/ T&H CAP
- ⊛ MONUMENT FOUND (AS NOTED)
- ● #5 REBAR FOUND (UNLESS NOTED)
- ○ BOUNDARY POINT (ABANDONED NO MON.)
- P/L PROPERTY LINE
- (N.D.R.) NO DEDICATED RIGHT-OF-WAY

SOUTH CAROLINA THOMAS & HUTTON ENGINEERING CO. No. C00285 CERTIFICATE OF AUTHORIZATION

SOUTH CAROLINA PROFESSIONAL LAND SURVEYOR No. 10292 F. ELLIOTTE GUINN III

I HEREBY STATE THAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE STANDARDS OF PRACTICE MANUAL FOR SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS "A" SURVEY AS SPECIFIED THEREIN.

F. ELLIOTTE GUINN III
SOUTH CAROLINA PROFESSIONAL LAND SURVEYOR
LICENSE NO. 10292

PLAT OF

A PORTION OF THE FORMER CHARLESTON NAVY BASE CONSISTING OF 53.038 Ac. CREATING PARCELS C, D, E, F & F.1, G, G.1, G.2 & G.3, H , I, J, K, L, N & O FROM TMS#(S) 400-00-00-160 & 400-00-00-219 AND THE ADJUSTMENT OF THE PROPERTY LINES OF TMS#(S) 400-00-00-(232, 230, 061, 060, 238, 231, 233, 239, & 224)

CITY OF NORTH CHARLESTON
CHARLESTON COUNTY, SOUTH CAROLINA
owned by
SOUTH CAROLINA DEPARTMENT OF COMMERCE
DIVISION OF PUBLIC RAILWAYS

No.	Revision	By	Date
1	Planning Comments	fre	1/28/21

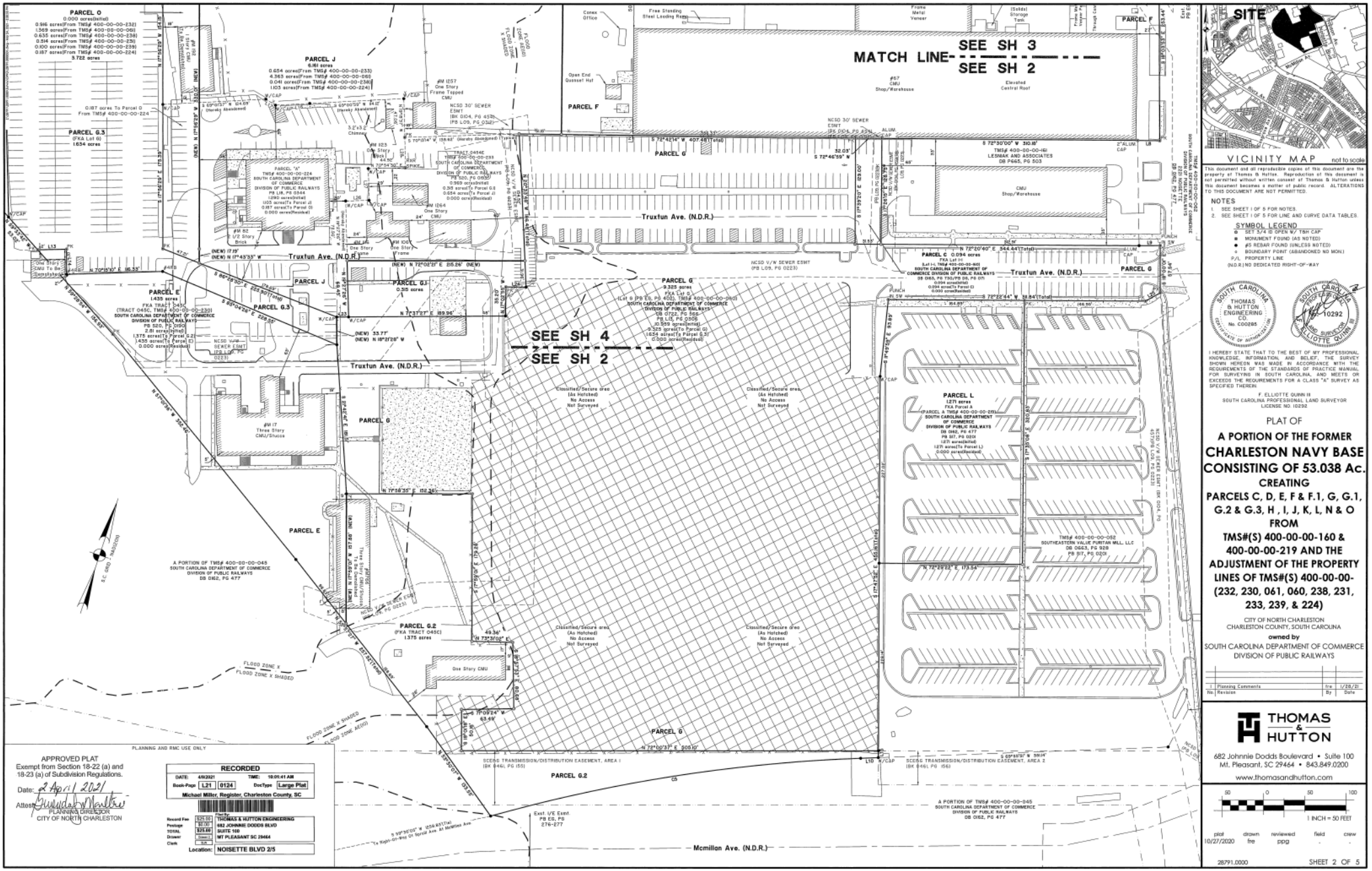
THOMAS & HUTTON
682 Johnnie Dodds Boulevard • Suite 100
Mt. Pleasant, SC 29464 • 843.849.0200
www.thomasandhutton.com

200 0 200 400
1 INCH = 200 FEET

plat	drawn	reviewed	field	crew
10/27/2020	fre	ppg	.	.

job 28791.0000 SHEET 1 OF 5

L21 x 0124



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NOTES

1. SEE SHEET 1 OF 5 FOR NOTES.
2. SEE SHEET 1 OF 5 FOR LINE AND CURVE DATA TABLES.

SYMBOL LEGEND

- ⊕ SET 5/4 ID OPEN W/ T&H CAP
- ■ MONUMENT FOUND (AS NOTED)
- ● #5 REBAR FOUND (UNLESS NOTED)
- ○ BOUNDARY POINT (ABANDONED NO MON.)
- P/L PROPERTY LINE
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I HEREBY STATE THAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE STANDARDS OF PRACTICE MANUAL FOR SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS "A" SURVEY AS SPECIFIED THEREIN.

F. ELLIOTTE QUINN III
SOUTH CAROLINA PROFESSIONAL LAND SURVEYOR
LICENSE NO. 10292

PLAT OF

A PORTION OF THE FORMER CHARLESTON NAVY BASE CONSISTING OF 53.038 Ac. CREATING PARCELS C, D, E, F & F.1, G, G.1, G.2 & G.3, H, I, J, K, L, N & O FROM TMS#(S) 400-00-00-160 & 400-00-00-219 AND THE ADJUSTMENT OF THE PROPERTY LINES OF TMS#(S) 400-00-00-(232, 230, 061, 060, 238, 231, 233, 239, & 224)

CITY OF NORTH CHARLESTON
CHARLESTON COUNTY, SOUTH CAROLINA

owned by

SOUTH CAROLINA DEPARTMENT OF COMMERCE
DIVISION OF PUBLIC RAILWAYS

No.	Revision	By	Date
1	Planning Comments	fre	1/28/21

APPROVED PLAT
Exempt from Section 18-22 (a) and 18-23 (a) of Subdivision Regulations.
Date: 2 April 2021
Attest: Planning Director
CITY OF NORTH CHARLESTON

PLANNING AND RMC USE ONLY

RECORDED
DATE: 4/6/2021 TIME: 10:01:41 AM
Book-Page: L.21 | 0124 DocType: Large Plat
Michael Miller, Register, Charleston County, SC

Record Fee	$25.00
Postage	$0.00
TOTAL	$25.00
Drawer	Drawer 2
Clerk	SUE

Filed By: THOMAS & HUTTON ENGINEERING
682 JOHNNIE DODDS BLVD
SUITE 100
MT PLEASANT SC 29464
Location: NOISETTE BLVD 2/5

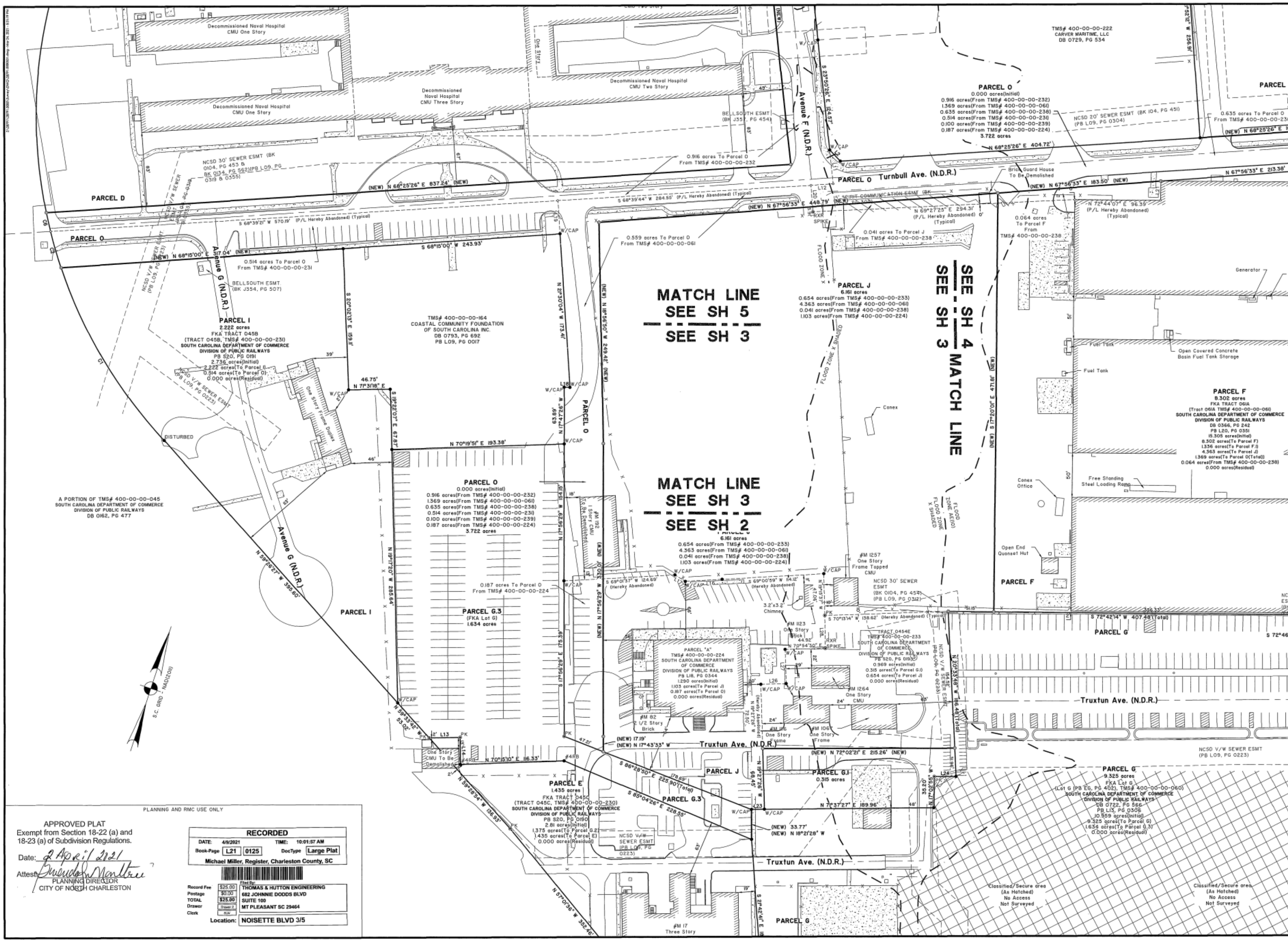
THOMAS & HUTTON
682 Johnnie Dodds Boulevard • Suite 100
Mt. Pleasant, SC 29464 • 843.849.0200
www.thomasandhutton.com

50 0 50 100
1 INCH = 50 FEET

plot	drawn	reviewed	field	crew
10/27/2020	fre	ppg	-	-

28791.0000 SHEET 2 OF 5

L21 x 0125



PLANNING AND RMC USE ONLY

APPROVED PLAT
Exempt from Section 18-22 (a) and 18-23 (a) of Subdivision Regulations.

Date: 2 April 2021

Attest: [signature]
PLANNING DIRECTOR
CITY OF NORTH CHARLESTON

RECORDED
DATE: 4/9/2021 TIME: 10:01:57 AM
Book-Page L21 0125 DocType Large Plat
Michael Miller, Register, Charleston County, SC

Record Fee $25.00
Postage $0.00
TOTAL $25.00

Filed By:
THOMAS & HUTTON ENGINEERING
682 JOHNNIE DODDS BLVD
SUITE 100
MT PLEASANT SC 29464

Location: NOISETTE BLVD 3/5

VICINITY MAP not to scale

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NOTES
1. SEE SHEET 1 OF 5 FOR NOTES.
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SYMBOL LEGEND
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- BOUNDARY POINT (ABANDONED NO MON.)
- P/L PROPERTY LINE
- (N.D.R.) NO DEDICATED RIGHT-OF-WAY

SOUTH CAROLINA THOMAS & HUTTON ENGINEERING CO. No. C00285 CERTIFICATE OF AUTHORIZATION

SOUTH CAROLINA PROFESSIONAL LAND SURVEYOR F. ELLIOTTE QUINN III No. 10292

I HEREBY STATE THAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE STANDARDS OF PRACTICE MANUAL FOR SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS "A" SURVEY AS SPECIFIED THEREIN.

F. ELLIOTTE QUINN III
SOUTH CAROLINA PROFESSIONAL LAND SURVEYOR
LICENSE NO. 10292

PLAT OF
A PORTION OF THE FORMER
CHARLESTON NAVY BASE
CONSISTING OF 53.038 Ac.
CREATING
PARCELS C, D, E, F & F.1, G, G.1, G.2 & G.3, H , I, J, K, L, N & O
FROM
TMS#(S) 400-00-00-160 & 400-00-00-219 AND THE ADJUSTMENT OF THE PROPERTY LINES OF TMS#(S) 400-00-00-(232, 230, 061, 060, 238, 231, 233, 239, & 224)

CITY OF NORTH CHARLESTON
CHARLESTON COUNTY, SOUTH CAROLINA
owned by
SOUTH CAROLINA DEPARTMENT OF COMMERCE
DIVISION OF PUBLIC RAILWAYS

No.	Revision	By	Date
1	Planning Comments	fre	1/28/21

THOMAS & HUTTON
682 Johnnie Dodds Boulevard • Suite 100
Mt. Pleasant, SC 29464 • 843.849.0200
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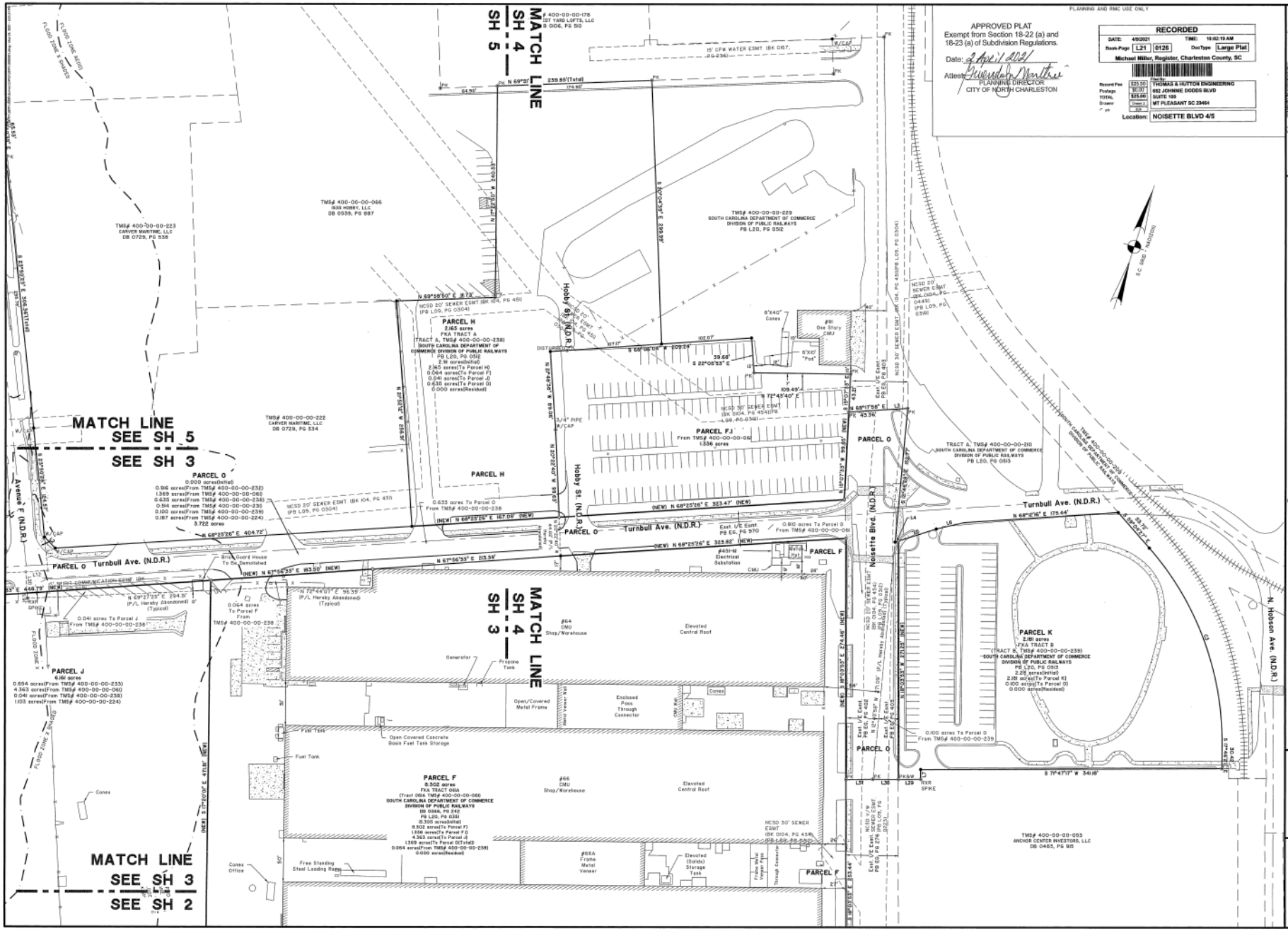
1 INCH = 50 FEET

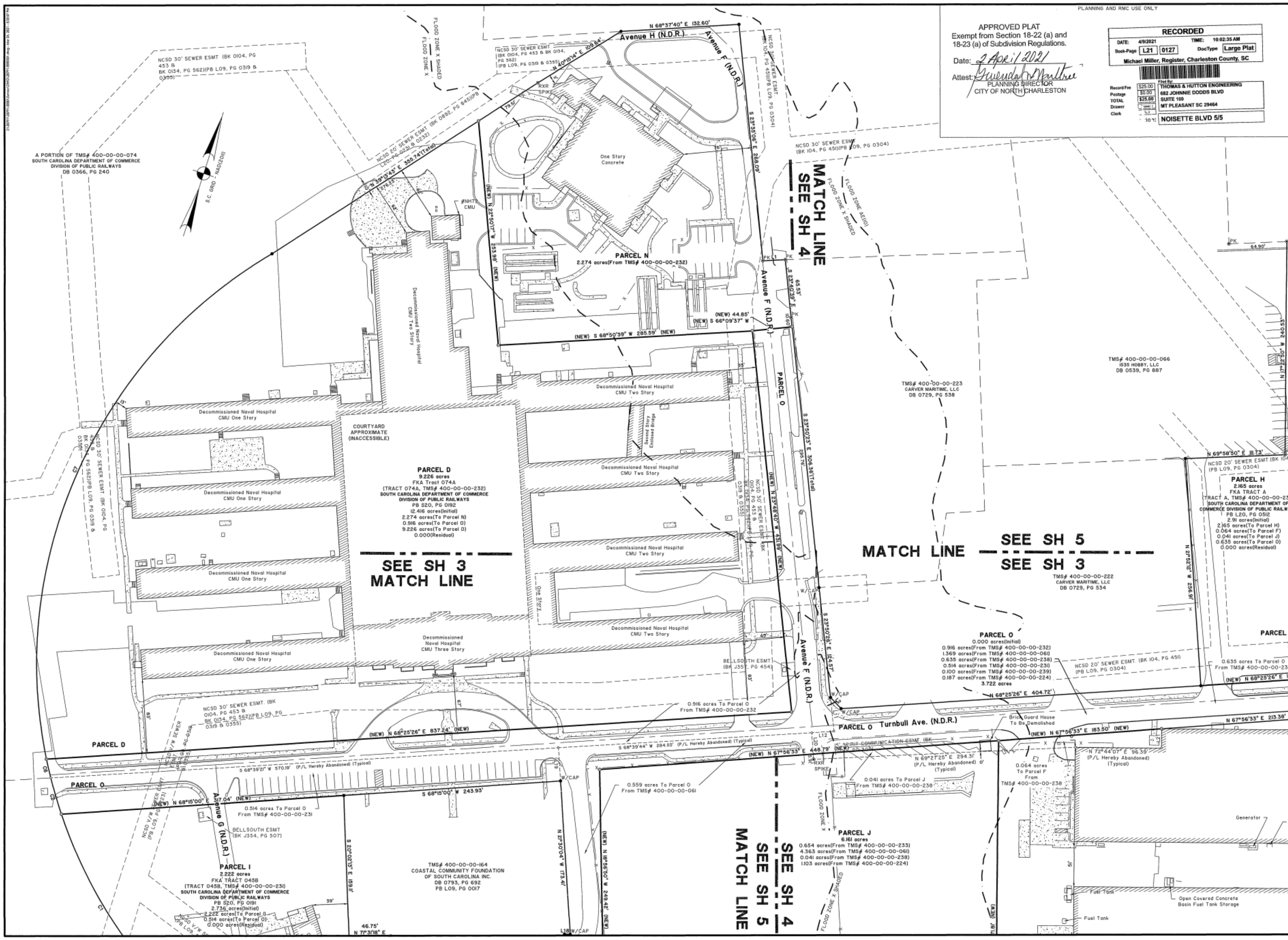
plat	drawn	reviewed	field	crew
10/27/2020	fre	ppg	.	.

28791.0000 SHEET 3 OF 5

L21 x 0126


MATCH LINE SH 4 — SH 5
MATCH LINE SH 4 — SH 3
MATCH LINE SEE SH 5 SEE SH 3
MATCH LINE SEE SH 3 SEE SH 2
PARCEL H 2.165 acres FKA TRACT A
PARCEL O 0.000 acres(Initial)
PARCEL J 6.180 acres
PARCEL F 5.502 acres FKA TRACT 066A
PARCEL F.1 1.336 acres
PARCEL G 0.810 acres
PARCEL K 2.181 acres FKA TRACT B
Turnbull Ave. (N.D.R.)
Hobby St. (N.D.R.)
Noisette Blvd. (N.D.R.)
Avenue E (N.D.R.)
N. Hobson Ave. (N.D.R.)
TMS# 400-00-00-066 (835 HOBBY, LLC DB 0539, PG 887)
TMS# 400-00-00-223 CARVER MARITIME, LLC DB 0729, PG 535
TMS# 400-00-00-222 CARVER MARITIME, LLC DB 0729, PG 534
TMS# 400-00-00-229 SOUTH CAROLINA DEPARTMENT OF COMMERCE DIVISION OF PUBLIC RAILWAYS PB L20, PG 052
TMS# 400-00-00-055 ANCHOR CENTER INVESTORS, LLC DB 0483, PG 915
#64 CMU Shop/Warehouse
#65 CMU Shop/Warehouse
#66 CMU Shop/Warehouse
#66A Frame Metal Veneer
#81 One Story CMU
#430-16 Electrical Substation
Guard House To Be Demolished
Generator
Propane Tank
Fuel Tank
Open/Covered Metal Frame
Enclosed Pass Through Connector
Open Covered Concrete Basis Fuel Tank Storage
Elevated Central Roof
Elevated (Solids) Storage Tank
Free Standing Steel Loading Ramp
Cones Office
Cones
NCSD 20' SEWER ESMT (BK 0104, PG 450) (PB L09, PG 0304)
NCSD 30' SEWER ESMT (BK 0104, PG 454) (PB L09, PG 0304)
15' CPW WATER ESMT. (BK 0167, PG 236)
NCSD 20' SEWER ESMT (BK 0104, PG 450) (PB L09, PG 0304)
NCSD 30' SEWER ESMT (BK 0104, PG 454) (PB L09, PG 0304)
NCSD 20' SEWER ESMT (BK 0104, PG 450) (PB L09, PG 0304)
NCSD 30' SEWER ESMT (BK 0104, PG 454) (PB L09, PG 0304)
East I/E Esmt. PB E51, PG 403
East I/E Esmt. PB E51, PG 970

L21 x 0127



VICINITY MAP not to scale

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NOTES

1. SEE SHEET 1 OF 5 FOR NOTES.
2. SEE SHEET 1 OF 5 FOR LINE AND CURVE DATA TABLES.

SYMBOL LEGEND

- ⊙ SET 3/4 ID OPEN W/ T&H CAP
- ⊛ MONUMENT FOUND (AS NOTED)
- ● #5 REBAR FOUND (UNLESS NOTED)
- ○ BOUNDARY POINT (ABANDONED NO MON.)
- P/L PROPERTY LINE
- (N.D.R.) NO DEDICATED RIGHT-OF-WAY

SOUTH CAROLINA THOMAS & HUTTON ENGINEERING CO. No. C00285 CERTIFICATE OF AUTHORIZATION

SOUTH CAROLINA PROFESSIONAL LAND SURVEYOR F. ELLIOTTE QUINN III No. 10292

I HEREBY STATE THAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE STANDARDS OF PRACTICE MANUAL FOR SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS "A" SURVEY AS SPECIFIED THEREIN.

F. ELLIOTTE QUINN III
SOUTH CAROLINA PROFESSIONAL LAND SURVEYOR
LICENSE NO. 10292

PLAT OF

A PORTION OF THE FORMER CHARLESTON NAVY BASE CONSISTING OF 53.038 Ac.

CREATING

PARCELS C, D, E, F & F.1, G, G.1, G.2 & G.3, H , I, J, K, L, N & O

FROM

TMS#(S) 400-00-00-160 & 400-00-00-219 AND THE ADJUSTMENT OF THE PROPERTY LINES OF TMS#(S) 400-00-00-(232, 230, 061, 060, 238, 231, 233, 239, & 224)

CITY OF NORTH CHARLESTON
CHARLESTON COUNTY, SOUTH CAROLINA

owned by

SOUTH CAROLINA DEPARTMENT OF COMMERCE
DIVISION OF PUBLIC RAILWAYS

No.	Revision	By	Date
1	Planning Comments	fre	1/28/21

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

1 INCH = 50 FEET

plat	drawn	reviewed	field	crew
10/27/2020	fre	ppg	.	.

28791.0000 SHEET 5 OF 5

PLANNING AND RMC USE ONLY

APPROVED PLAT
Exempt from Section 18-22 (a) and 18-23 (a) of Subdivision Regulations.
Date: 2 April 2021
Attest: [signature]
PLANNING DIRECTOR
CITY OF NORTH CHARLESTON

RECORDED
DATE: 4/9/2021 TIME: 10:02:35 AM
Book-Page L21 0127 DocType Large Plat
Michael Miller, Register, Charleston County, SC

Record Fee	$25.00	Filed By: THOMAS & HUTTON ENGINEERING
Postage	$0.00	682 JOHNNIE DODDS BLVD
TOTAL	$25.00	SUITE 100
Drawer		MT PLEASANT SC 29464
Clerk		NOISETTE BLVD 5/5

BK N 547PG242

NOTES AND REFERENCES:

1) THE PROPERTY IS OWNED BY THE NOISETTE CO. LLC.

2) THE TMS IS 400-00-00-PARCELS 056 & 057.

3) THE PROPERTY IS ZONED PUD.

4) REFERENCE PLAT BY FORSBERG ENGINEERING DATED FEB. 23, 2003 AND RECORDED IN THE CHARLESTON COUNTY RMC OFFICE IN PLAT BOOK EG PAGE 403.

5) REFERENCE PLAT BY FORSBERG ENGINEERING DATED JAN. 27, 2003 AND RECORDED IN THE CHARLESTON COUNTY RMC OFFICE IN PLAT BOOK EG PAGES 276 & 277.

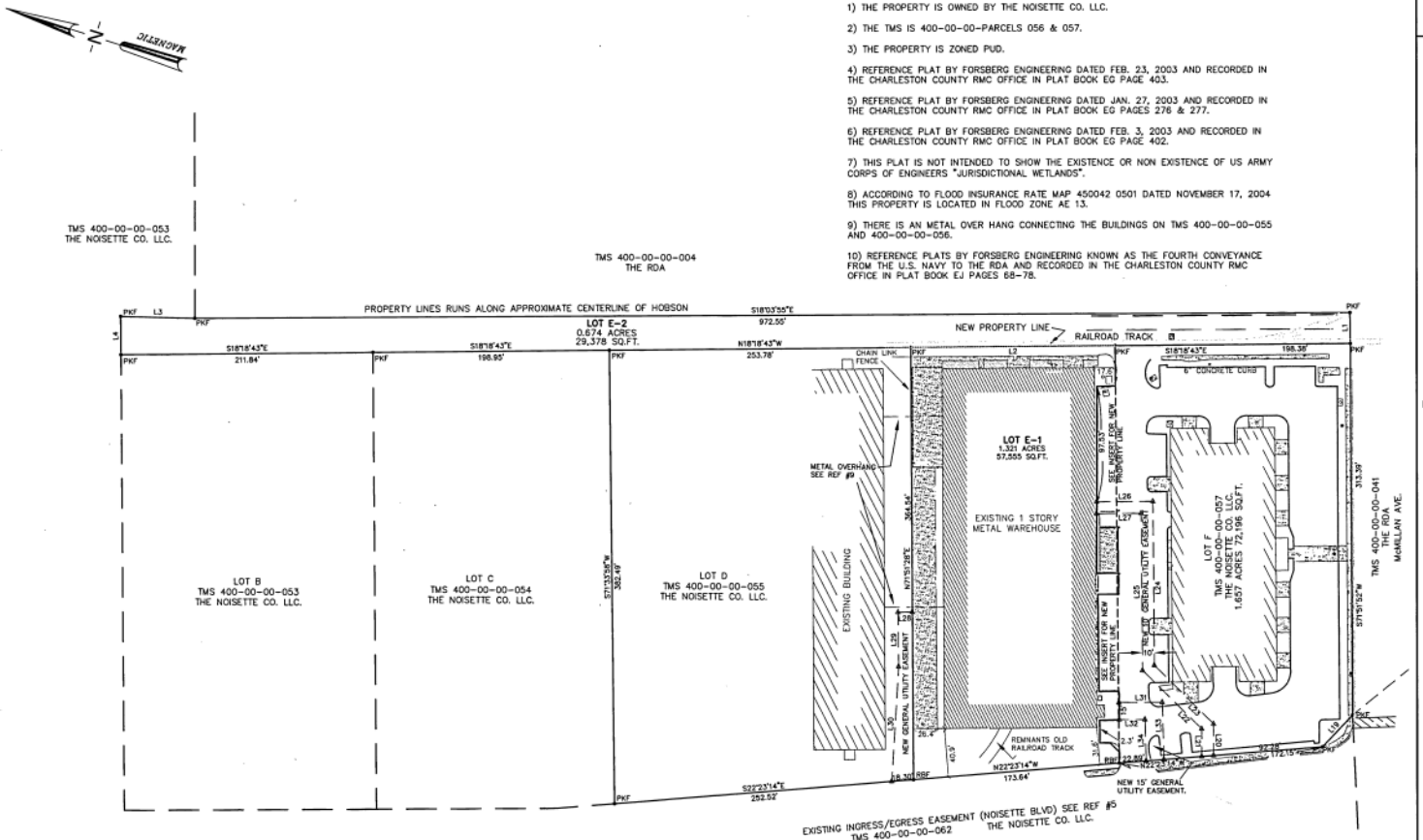
6) REFERENCE PLAT BY FORSBERG ENGINEERING DATED FEB. 3, 2003 AND RECORDED IN THE CHARLESTON COUNTY RMC OFFICE IN PLAT BOOK EG PAGE 402.

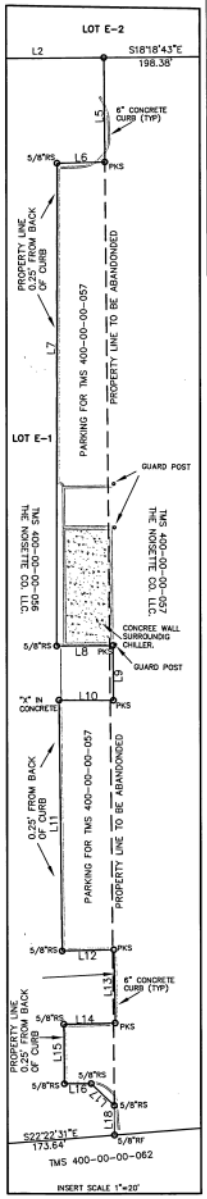
7) THIS PLAT IS NOT INTENDED TO SHOW THE EXISTENCE OR NON EXISTENCE OF US ARMY CORPS OF ENGINEERS "JURISDICTIONAL WETLANDS".

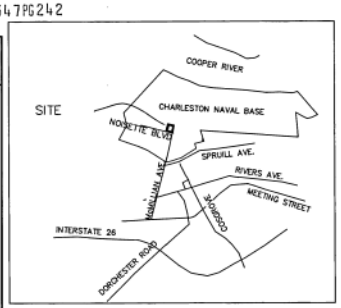
8) ACCORDING TO FLOOD INSURANCE RATE MAP 450042 0501 DATED NOVEMBER 17, 2004 THIS PROPERTY IS LOCATED IN FLOOD ZONE AE 13.

9) THERE IS AN METAL OVER HANG CONNECTING THE BUILDINGS ON TMS 400-00-00-055 AND 400-00-00-056.

10) REFERENCE PLATS BY FORSBERG ENGINEERING KNOWN AS THE FOURTH CONVEYANCE FROM THE U.S. NAVY TO THE RDA AND RECORDED IN THE CHARLESTON COUNTY RMC OFFICE IN PLAT BOOK EJ PAGES 68-78.







VICINITY MAP (NTS.)

LINE TABLE		
LINE	LENGTH	BEARING
L1	26.11	N71°23'00"E
L2	171.82	S18°18'43"E
L3	62.07	S16°25'49"E
L4	32.34	N71°47'26"E
L5	34.10	N71°38'24"E
L6	15.62	N19°21'05"W
L7	157.84	S72°14'22"W
L8	18.35	S18°16'26"E
L9	17.91	S71°43'34"W
L10	17.75	S17°38'37"E
L11	81.93	S71°29'16"W
L12	16.87	S19°25'22"E
L13	23.93	N71°38'55"E
L14	16.78	S19°10'50"E
L15	19.45	N71°39'44"E
L16	8.73	N17°59'24"W
L17	10.39	S25°46'01"W
L18	9.67	S71°38'24"W
L19	36.77	S54°36'09"E
L20	26.65	S72°07'46"W
L21	23.27	S72°07'46"W
L22	69.98	S26°51'59"W
L23	70.03	S26°51'59"W
L24	138.21	S71°40'58"W
L25	132.35	S71°40'58"W
L26	47.32	S18°12'26"E
L27	37.41	S18°12'26"E
L28	12.06	N19°03'44"W
L29	46.25	S71°34'32"W
L30	96.88	S75°42'19"W
L31	36.46	S18°03'08"E
L32	21.59	S18°03'08"E
L33	48.19	S70°35'19"W
L34	34.93	S70°35'19"W

LEGEND:

PKS - PK NAIL SET
RBS - REBAR SET
RBF - REBAR FOUND

SUBDIVISION PLAT LOT E
INTO LOT E-1 & E-2
PROPERTY LINE ADJUSTMENT
BETWEEN LOT E-1 & F
FORMER NAVAL BASE COMPLEX
CITY OF NORTH CHARLESTON
CHARLESTON COUNTY SOUTH CAROLINA
SCALE 1"=50' JULY 11, 2005
REVISED JULY 27, 2005

SOUTH CAROLINA CERTIFICATE OF AUTHORIZATION FORSBERG ENGINEERING & SURVEYING, INC. No. C00343

SOUTH CAROLINA REGISTERED LAND SURVEYOR 21681 LEWIS SMITH MOORE

I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS A SURVEY AS SPECIFIED THEREIN.

7/27/05

LEWIS-SMITH MOORE, P.L.S. No. 21681

FOR THE CITY OF NORTH CHARLESTON AND CHARLESTON COUNTY USE ONLY

APPROVED PLAT
Exempt from Section 18-22 (a) and 18-23 (a) of Subdivision Regulations
Date: 7-29-2005
ATTEST: [signature]
PLANNING DIRECTOR
CITY OF NORTH CHARLESTON

Charleston, South Carolina
Office of Register Mesne Conveyance
Plat recorded this 2nd day of August 2005 at 8:50 o'clock in Plat Book EJ Page 128 and tracing cloth copy filed in File 8 Drawer — Folder 13 Drawing No. 14.
Original plat (a White Print) delivered to Forsberg Engineering.

[signature]
Register Mesne Conveyance

GRAPHIC SCALE
50 0 50 100
(IN FEET)
1 inch = 50 ft.

FORSBERG ENGINEERING AND SURVEYING, INC.
1587 SAVANNAH HIGHWAY SUITE B
P.O. BOX 30575
CHARLESTON, SOUTH CAROLINA 29417
(843) 571-2622 FAX (843) 571-6780
CIVIL ENGINEERING, SURVEYING AND LAND PLANNING

EJ x 128

SURVEYOR'S NOTES:

1) THE PURPOSE OF THIS SURVEY IS TO SUBDIVIDE TMS 400-00-00-052 PROPERTY OF SOUTH CAROLINA DEPARTMENT OF COMMERCE DIVISION OF PUBLIC RAILWAYS INTO 2 PARCELS AND SHOW THE RESIDUAL OF 0.37 ACRES TO BE COMBINED WITH TMS 400-00-00-045 PROPERTY OF SOUTH CAROLINA DEPARTMENT OF COMMERCE DIVISION OF PUBLIC RAILWAYSFOR A TOTAL COMBINED ACREAGE OF TMS 400-00-00-045 BEING 32.50 ACRES.

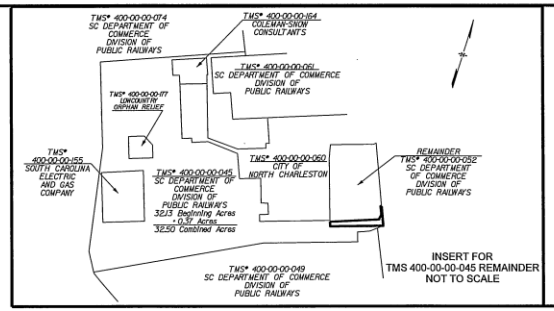
2) THIS SURVEY WAS DONE WITHOUT THE BENEFIT OF A TITLE SEARCH. THERE MAY BE EASEMENTS OR OTHER MATTERS OF RECORD AFFECTING THIS PARCEL THAT ARE NOT SHOWN HEREON. THE REFERENCES SHOWN HEREON WERE THE ONLY REFERENCES USED TO SHOW THE EXISTING PROPERTY LINES.

3) I HAVE CONSULTED THE FLOOD INSURANCE RATE MAP 45019C0501J WITH COMMUNITY PANEL NUMBER 450042 0501 J HAVING AN EFFECTIVE DATE OF NOVEMBER 17, 2004 AND FIND THE SUBJECT PROPERTY SHOWN HEREON AS BEING IN A FLOOD ZONE DESIGNATED AS "ZONE AE" WITH A BASE FLOOD ELEVATION OF 13.

4) THE SUBJECT PARCEL IS ZONED PDD (PLANNED DEVELOPMENT DISTRICT NAVY YARD AT NOISETTE) PER THE CITY OF NORTH CHARLESTON INTERACTIVE ZONING MAP.

5) OTHER THAN SHOWN HEREON, UTILITIES THAT MAY EXIST WERE NOT LOCATED BY THIS SURVEY.

6) TMS 400-00-00-052 IS THE PROPERTY OF THE SC DEPARTMENT OF COMMERCE DIVISION OF PUBLIC RAILWAYS PER CHARLESTON CO. GIS TAX MAP.



FOR THE CITY OF NORTH CHARLESTON AND RMC USE

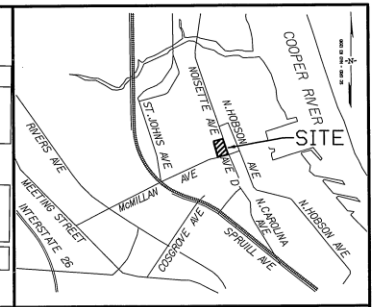
APPROVED PLAT
Exempt from Section 18-22 (a) and 18-23 (a) of Subdivision Regulations.
Date: 25 August 2017
Attest: Jennifer Moultrie
PLANNING DIRECTOR
CITY OF NORTH CHARLESTON

RECORDED
DATE: 8/25/2017 TIME: 2:33:30 PM
Book-Page S17 0201 DocType Small Plat
Charlie Lybrand, Register, Charleston County, SC

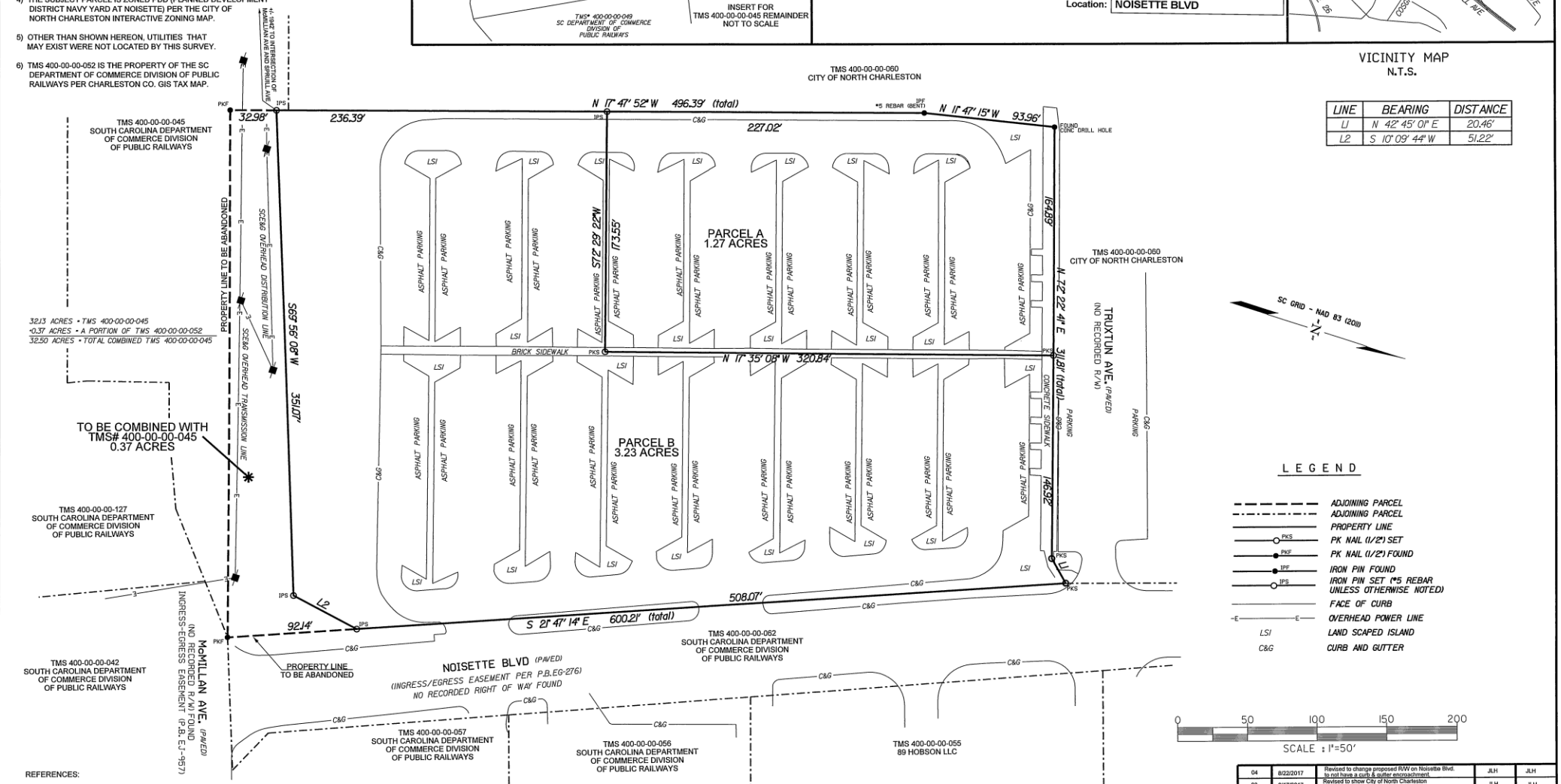
Record Fee	$10.00
Postage	$0.00
TOTAL	$10.00
Drawer	Drawer 4
Clerk	TPS

Filed By:
PFLUG LAW FIRM. LLC
PO BOX 801
0
MT PLEASANT SC 29465-0801 (BOX)

Location: NOISETTE BLVD



VICINITY MAP
N.T.S.



LINE	BEARING	DISTANCE
L1	N 42° 45' 01" E	20.46'
L2	S 10° 09' 44" W	51.22'

LEGEND

- ADJOINING PARCEL
- ADJOINING PARCEL
- PROPERTY LINE
- PK NAIL (1/2") SET
- PK NAIL (1/2") FOUND
- IRON PIN FOUND
- IRON PIN SET (*5 REBAR UNLESS OTHERWISE NOTED)
- FACE OF CURB
- OVERHEAD POWER LINE
- LSI LAND SCAPED ISLAND
- C&G CURB AND GUTTER

0 50 100 150 200
SCALE : 1"=50'

REFERENCES:

1) A PLAT TITLED "BOUNDARY PLAT TRACT 10 FORMERLY A PORTION OF PARCEL 3, EDC IV FORMER NAVAL BASE COMPLEX BEING TMS 400-00-00-042", PREPARED BY THOMAS & HUTTON, DATED 11/06/12 AND RECORDED IN PLAT BOOK L13, PAGES 0359 & 0360.

2) A PLAT TITLED "PLAT SHOWING THE RESUBSIVISION BETWEEN PARCELS 400-00-00-042 & 400-00-00-076 AND THE CREATION OF LOT A FORMER NAVAL BASE COMPLEX", PREPARED BY FORSBERG ENGINEERING AND SURVEYING, INC. DATED JUNE 6, 2006 REVISED JULY 27, 2006 AND RECORDED IN PLAT BOOK EJ PAGE 957.

3) REFERENCE DEED RECORDED IN THE CHARLESTON COUNTY RMC OFFICE ON NOVEMBER 15, 2002 IN DEED BOOK W425 PAGE 593.

4) A PLAT TITLED "SUBDIVISION PLAT TMS 400-00-00-045 INTO LOTS A, B, C, D, E, & F CITY OF NORTH CHARLESTON FORMER NAVY BASE COMPLEX", PREPARED BY FORSBERG ENGINEERING AND SURVEYING, INC., DATED JANUARY 27, 2003 REVISED FEBRUARY 18, 2003 AND RECORDED IN PLAT BOOK EG PAGE 276.

5) A PLAT TITLED "SUBDIVISION PLAT LOT E INTO LOT E-1 & E-2 PROPERTY LINE ADJUSTMENT BETWEEN LOT E-1 & F FORMER NAVAL BASE COMPLE CITY OF NORTH CHARLESTON", PREPARED BY FORSBERG ENGINEERING AND SURVEYING, INC., DATED JULY 11, 2005 REVISED JULY 27, 2005 AND RECORDED IN PLAT BOOK EJ PAGE 128.

I HEREBY STATE THAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE STANDARDS OF PRACTICE MANUAL FOR SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS (A) SURVEY AS SPECIFIED THEREIN. SEE HEREON SURVEYOR'S NOTES AS TO THE EXTENT AND PURPOSE OF THIS SURVEY.

John L. Hudson
JOHN L. HUDSON S.C.PLS NO. 6957

REV. NO.	DATE		BY	APP.
04	8/22/2017	Revised to change proposed R/W on Noisette Blvd. to not have a curb & gutter encroachment.	JLH	JLH
03	8/17/2017	Revised to show City of North Charleston review comments.	JLH	JLH
02	8/16/2017	Revised to show City of North Charleston review comments.	JLH	JLH
01	8/03/2017	Corrected the drafting error in the title block acreages.	JLH	JLH

DWN. C. Beebe
CHK. J. Hudson
PLAT No. 1595
PROJECT No. 221057

SOUTH CAROLINA CDM Smith Inc. No. C00402 CERTIFICATE OF AUTHORIZATION

PLAT SHOWING SUBDIVISION OF
TMS # 400-00-00-052 (4.87 ACRES) PROPERTY
OF S.C. DEPARTMENT OF COMMERCE DIVISION
OF PUBLIC RAILWAYS INTO
PARCEL A (1.27 ACRES) AND PARCEL B (3.23 ACRES) WITH
REMAINDER OF TMS# 400-00-00-052
(0.37 ACRES) TO BE COMBINED WITH
TMS 400-00-00-045 PROPERTY
OF S.C. DEPARTMENT OF COMMERCE DIVISION
OF PUBLIC RAILWAYS RESULTING WITH
A TOTAL COMBINED ACREAGE FOR
TMS 400-00-00-045 BEING 32.50 ACRES

PLAT PREPARED FOR
SOUTHEASTERN VALUE PURITAN MILL, LLC

CITY OF NORTH CHARLESTON, CHARLESTON COUNTY, SOUTH CAROLINA

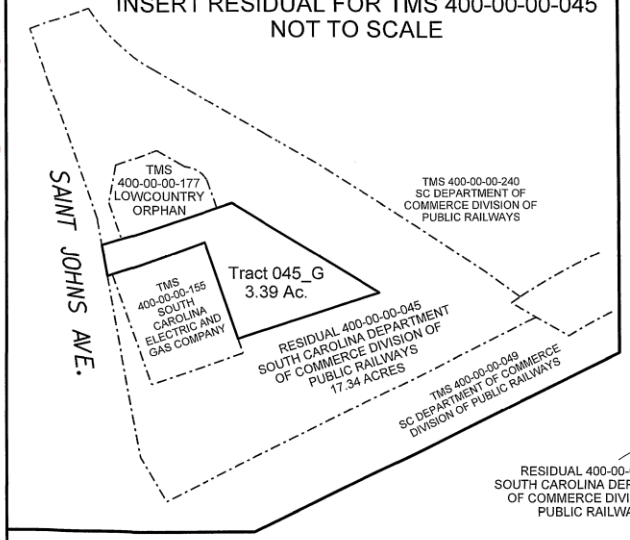
CDM Smith
1441 Main Street
Suite 1000
Columbia, SC 29201
Tel: (803) 758-4500

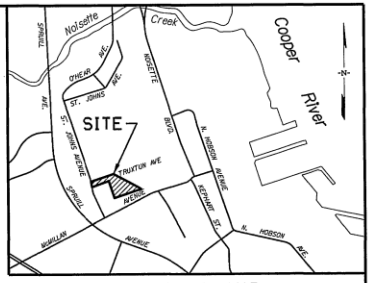
DATE 7/10/2017
CADD FILE: K:\Proposals\Charleston\Intermodal\ 214.aurora 2017 \Weaver Capital Partners\DWG\TMS 400-00-00-052 Plat.dgn
SHEET 1 OF 1

S17 X 0201

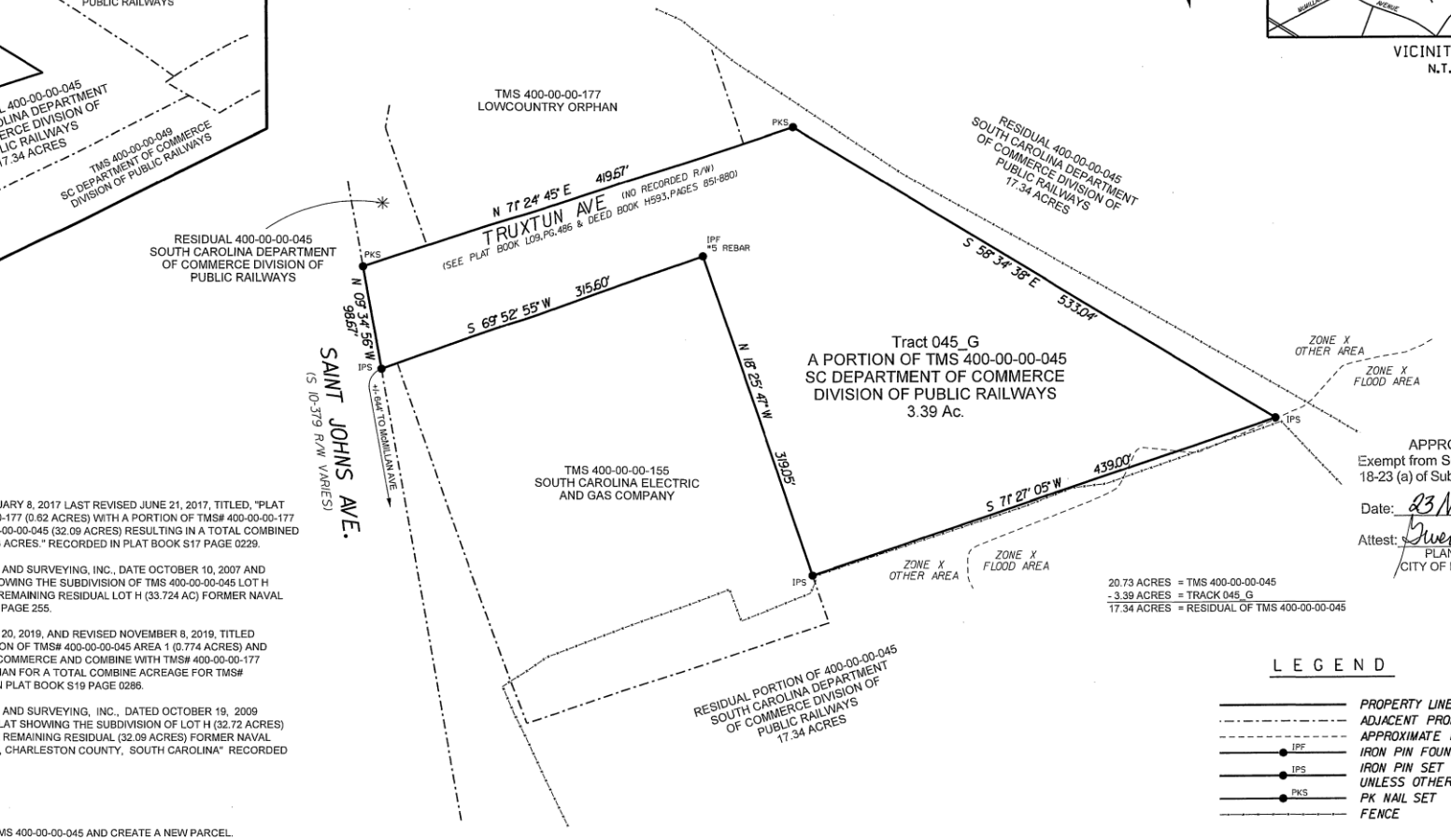
S21 x 0241

INSERT RESIDUAL FOR TMS 400-00-00-045
NOT TO SCALE





VICINITY MAP
N.T.S.



APPROVED PLAT
Exempt from Section 18-22 (a) and 18-23 (a) of Subdivision Regulations.
Date: 23 November 2021
Attest: Gwendolyn Mantione
PLANNING DIRECTOR
CITY OF NORTH CHARLESTON

20.73 ACRES = TMS 400-00-00-045
- 3.39 ACRES = TRACK 045_G
17.34 ACRES = RESIDUAL OF TMS 400-00-00-045

LEGEND

- PROPERTY LINE
- ADJACENT PROPERTY LINE
- APPROXIMATE FLOOD LINE
- IPF — IRON PIN FOUND
- IPS — IRON PIN SET (#5 REBAR UNLESS OTHERWISE NOTED)
- PKS — PK NAIL SET
- FENCE

REFERENCES:

1. PLAT PREPARED BY CDM SMITH, DATED FEBRUARY 8, 2017 LAST REVISED JUNE 21, 2017, TITLED, "PLAT SHOWING THE SUBDIVISION OF TMS# 400-00-00-177 (0.62 ACRES) WITH A PORTION OF TMS# 400-00-00-177 (0.04 ACRES) TO BE COMBINED WITH TMS# 400-00-00-045 (32.09 ACRES) RESULTING IN A TOTAL COMBINED ACREAGE FOR TMS# 400-00-00-045 BEING 32.13 ACRES." RECORDED IN PLAT BOOK S17 PAGE 0229.
2. PLAT PREPARED BY FORSBERG ENGINEERING AND SURVEYING, INC., DATE OCTOBER 10, 2007 AND REVISED OCTOBER 25, 2007, TITLED, "PLAT SHOWING THE SUBDIVISION OF TMS 400-00-00-045 LOT H (36.226 AC.) INTO NEW LOT H-1 (2.502 AC) AND REMAINING RESIDUAL LOT H (33.724 AC) FORMER NAVAL BASE COMPLEX" RECORDED IN PLAT BOOK EL PAGE 255.
3. PLAT PREPARED BY CDM SMITH, DATE MARCH 20, 2019, AND REVISED NOVEMBER 8, 2019, TITLED "PLAT SHOWING THE SUBDIVISION OF A PORTION OF TMS# 400-00-00-045 AREA 1 (0.774 ACRES) AND AREA 3 (0.01 ACRES) OWNED BY SC DEPT. OF COMMERCE AND COMBINE WITH TMS# 400-00-00-177 (0.583 ACRES) OWNED BY LOWCOUNTRY ORPHAN FOR A TOTAL COMBINE ACREAGE FOR TMS# 400-00-00-177 BEING 1.357 ACRES" RECORED IN PLAT BOOK S19 PAGE 0286.
4. PLAT PREPARED BY FORSBERG ENGINEERING AND SURVEYING, INC., DATED OCTOBER 19, 2009 LAST REVISED DECEMBER 2, 2009, TITLED, "PLAT SHOWING THE SUBDIVISION OF LOT H (32.72 ACRES) INTO NEW PARCEL 780 (0.627 ACRES) AND THE REMAINING RESIDUAL (32.09 ACRES) FORMER NAVAL BASE COMPLEX CITY OF NORTH CHARLESTON, CHARLESTON COUNTY, SOUTH CAROLINA" RECORDED IN PLAT BOOK L09 PAGE 0486.

SURVEYOR'S STATEMENTS:

1. THE PURPOSE OF THIS PLAT IS TO SUBDIVIDE TMS 400-00-00-045 AND CREATE A NEW PARCEL.
2. THIS PLAT IS NOT INTENDED TO SHOW EASEMENTS OF ANY KIND. SUCH AS BUT NOT LIMITED TO: PRIVATE STREETS, EGRESS/INGRESS EASEMENTS, NOR UTILITY EASEMENTS OF ANY KIND (i.e.POWER, TELEPHONE, SANITARY and/or STORM SEWER) THAT THIS PROPERTY MAY BE SUBJECT TO.
3. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE EXAMINATION. THERE MAY BE EASEMENTS, RIGHTS OF WAY OR OTHER MATTERS OF RECORD NOT SHOWN HEREON. ONLY THE PUBLIC RECORDS REFERENCED ON THIS PLAT WERE USED TO CONSTRUCT THE BOUNDARIES OF THE LAND PARCELS SHOWN HEREON. THEY ARE NOT AND DO NOT CONSTITUTE A TITLE SEARCH.
4. OTHER THAN SHOWN HEREON, THIS SURVEY IS NOT INTENDED TO SHOW EXISTING IMPROVEMENTS NOR DEVELOPMENT SUCH AS; BUT NOT LIMITED TO BUILDINGS, ROADS, FENCES, NOR UTILITIES FOR THE SUBJECT OR ADJACENT PROPERTIES.
5. NO ENVIRONMENTAL SURVEYS OR SUBSURFACE INVESTIGATIONS WERE MADE AT THIS TIME FOR THIS SURVEY AND PLAT OF THE SUBJECT PROPERTY SHOWN HEREON. THIS PLAT DOES NOT REFLECT THE EXISTENCE OR NONEXISTENCE OF WETLANDS, OCRM CRITICAL AREAS, HAZARDOUS WASTE OR OTHER CONDITIONS WHICH MAY BE REVEALED THROUGH ADDITIONAL SURVEYS AND/OR INVESTIGATIONS. NO CERTIFICATION IS MADE HEREON, EXPRESSED OR IMPLIED TO THE PRESENCE OR ABSENCE OF THE SAME.
6. I HAVE CONSULTED THE FLOOD INSURANCE RATE MAPS HAVING COMMUNITY PANEL NUMBER 450042 0501K WITH MAP NUMBER 45019C0501K WITH AN EFFECTIVE DATE OF JANUARY 29, 2021 AND FIND PORTIONS OF THE SUBJECT PROPERTY SHOWN HEREON IN FLOOD ZONE DESIGNATED "ZONE X" OTHER FLOOD AREAS AND PORTIONS OF THE SUBJECT PROPERTY DESIGNATED OUTSIDE FLOOD AREA DESIGNATED "ZONE X" OTHER AREAS.
7. THE PROPOSED PARCEL IS ZONED PDD (PLANNED DEVELOPMENT DISTRICT) PER THE CITY OF NORTH CHARLESTON GIS WEBSITE.

RECORDED
DATE: 12/7/2021 TIME: 7:32:56 AM
Book-Page S21 0241 DocType Small/Plat
Michael Miller, Register, Charleston County, SC

		Filed By:
Record Fee	$25.00	CDM SMITH
Postage	$2.00	JOHN HUDSON
TOTAL	$27.00	1441 MAIN STREET SUITE 1000
Drawer	Drawer 2	COLUMBIA SC 29201
Clerk	SLW	

Location: ST JOHNS AVE

I HEREBY STATE THAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE STANDARDS of PRACTICE MANUAL FOR SURVEYING IN SOUTH CAROLINA, FOR SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS A SURVEY AS SPECIFIED. SEE ABOVE SURVEYOR'S NOTES AS TO THE EXTENT AND PURPOSE OF THIS SURVEY.

JOHN L. HUDSON S.C.PLS NO. 6957

0 80 160 240 320
SCALE : 1"=80'

DWN. C. Beebe				
CHK. J. Hudson				
PLAT No. 1705	REV. NO.	DATE	BY	APP.
PROJECT No. 108253				

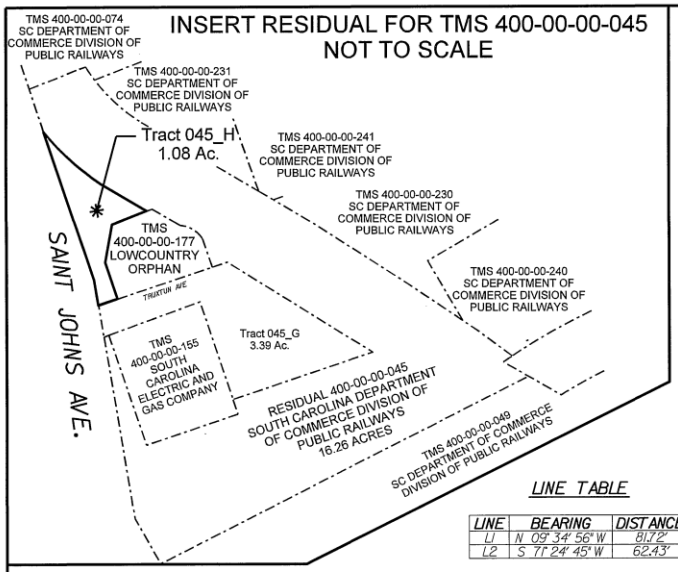
SOUTH CAROLINA CDM Smith Inc. No. C00402 CERTIFICATE OF AUTHORIZATION

SUBDIVISION PLAT SHOWING
TRACT 045G (3.39 Ac.)
SUBDIVIDED FROM
TMS 400-00-00-045 (20.73 Ac.)
LEAVING A RESIDUAL OF
TMS 400-00-00-045 (17.34 Ac.)

PREPARED FOR AND OWNED BY
SOUTH CAROLINA DEPARTMENT OF COMMERCE DIVISION OF PUBLIC RAILWAYS
CITY of NORTH CHARLESTON, CHARLESTON COUNTY, SOUTH CAROLINA

CDM Smith
1441 Main Street
Suite 1000
Columbia, SC 29201
Tel: (803) 758-4500

DATE 09/09/2021
CADD FILE: KN185144-Charleston,Intermodal\214.Surv\2021\March Rail Re Alignments\dgn 1,2,3\New plats\SC27215-045-Subdiv
SHEET 1 OF 1

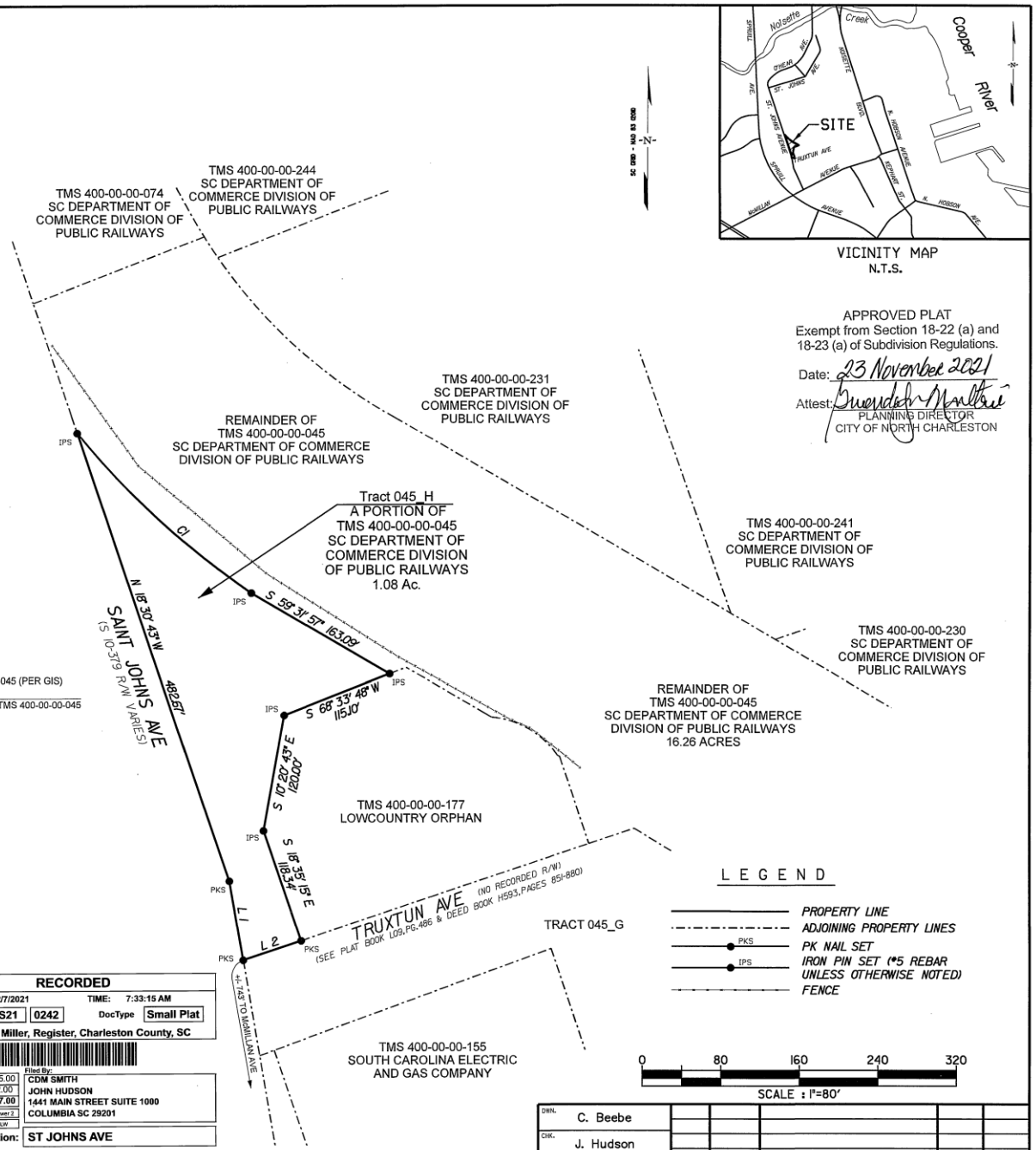


LINE TABLE

LINE	BEARING	DISTANCE
L1	N 09° 34' 56" W	81.12'
L2	S 71° 24' 45" W	62.43'

CURVE TABLE

CURVE	RADIUS	LENGTH	DELTA	CHORD DISTANCE	CHORD BEARING
C1	842.37'	241.29'	16° 24' 43" (LT)	240.47'	S 41° 11' 31" E



VICINITY MAP
N.T.S.

APPROVED PLAT
Exempt from Section 18-22 (a) and
18-23 (a) of Subdivision Regulations.
Date: 23 November 2021
Attest: Gwendolyn Moultrie
PLANNING DIRECTOR
CITY OF NORTH CHARLESTON

17.34 ACRES = TMS 400-00-00-045 (PER GIS)
- 1.08 ACRES = TRACK 045_H
16.26 ACRES = RESIDUAL OF TMS 400-00-00-045

REFERENCES:

1. PLAT PREPARED BY CDM SMITH, DATED FEBRUARY 8, 2017 LAST REVISED JUNE 21, 2017, TITLED, "PLAT SHOWING THE SUBDIVISION OF TMS# 400-00-00-177 (0.62 ACRES) WITH A PORTION OF TMS# 400-00-00-177 (0.04 ACRES) TO BE COMBINED WITH TMS# 400-00-00-045 (32.09 ACRES) RESULTING IN A TOTAL COMBINED ACREAGE FOR TMS# 400-00-00-045 BEING 32.13 ACRES." RECORDED IN PLAT BOOK S17 PAGE 0229.
2. PLAT PREPARED BY FORSBERG ENGINEERING AND SURVEYING, INC., DATE OCTOBER 10, 2007 AND REVISED OCTOBER 25, 2007, TITLED, "PLAT SHOWING THE SUBDIVISION OF TMS 400-00-00-045 LOT H (36.226 AC.) INTO NEW LOT H-1 (2.502 AC) AND REMAINING RESIDUAL LOT H (33.724 AC) FORMER NAVAL BASE COMPLEX" RECORDED IN PLAT BOOK EL PAGE 255.
3. PLAT PREPARED BY CDM SMITH, DATE MARCH 20, 2019, AND REVISED NOVEMBER 8, 2019, TITLED "PLAT SHOWING THE SUBDIVISION OF A PORTION OF TMS# 400-00-00-045 AREA 1 (0.774 ACRES) AND AREA 3 (0.01 ACRES) OWNED BY SC DEPT. OF COMMERCE AND COMBINE WITH TMS# 400-00-00-177 (0.583 ACRES) OWNED BY LOWCOUNTRY ORPHAN FOR A TOTAL COMBINE ACREAGE FOR TMS# 400-00-00-177 BEING 1.367 ACRES" RECORED IN PLAT BOOK S19 PAGE 0286.
4. PLAT PREPARED BY FORSBERG ENGINEERING AND SURVEYING, INC., DATED OCTOBER 19, 2009 LAST REVISED DECEMBER 2, 2009, TITLED, "PLAT SHOWING THE SUBDIVISION OF LOT H (32.72 ACRES) INTO NEW PARCEL 780 (0.627 ACRES) AND THE REMAINING RESIDUAL (32.09 ACRES) FORMER NAVAL BASE COMPLEX CITY OF NORTH CHARLESTON, CHARLESTON COUNTY, SOUTH CAROLINA" RECORDED IN PLAT BOOK L09 PAGE 0486.

SURVEYOR'S STATEMENTS:

1. THE PURPOSE OF THIS PLAT IS TO SUBDIVIDE TMS 400-00-00-045 AND CREATE A NEW PARCEL.
2. THIS PLAT IS NOT INTENDED TO SHOW EASEMENTS OF ANY KIND. SUCH AS BUT NOT LIMITED TO: PRIVATE STREETS, EGRESS/INGRESS EASEMENTS, NOR UTILITY EASEMENTS OF ANY KIND (i.e.POWER, TELEPHONE, SANITARY and/or STORM SEWER) THAT THIS PROPERTY MAY BE SUBJECT TO.
3. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE EXAMINATION. THERE MAY BE EASEMENTS, RIGHTS OF WAY OR OTHER MATTERS OF RECORD NOT SHOWN HEREON. ONLY THE PUBLIC RECORDS REFERENCED ON THIS PLAT WERE USED TO CONSTRUCT THE BOUNDARIES OF THE LAND PARCELS SHOWN HEREON. THEY ARE NOT AND DO NOT CONSTITUTE A TITLE SEARCH.
4. OTHER THAN SHOWN HEREON, THIS SURVEY IS NOT INTENDED TO SHOW EXISTING IMPROVEMENTS NOR DEVELOPMENT SUCH AS; BUT NOT LIMITED TO BUILDINGS, ROADS, FENCES, NOR UTILITIES FOR THE SUBJECT OR ADJACENT PROPERTIES.
5. NO ENVIRONMENTAL SURVEYS OR SUBSURFACE INVESTIGATIONS WERE MADE AT THIS TIME FOR THIS SURVEY AND PLAT OF THE SUBJECT PROPERTY SHOWN HEREON. THIS PLAT DOES NOT REFLECT THE EXISTENCE OR NONEXISTENCE OF WETLANDS, OCRM CRITICAL AREAS, HAZARDOUS WASTE OR OTHER CONDITIONS WHICH MAY BE REVEALED THROUGH ADDITIONAL SURVEYS AND/OR INVESTIGATIONS. NO CERTIFICATION IS MADE HEREON, EXPRESSED OR IMPLIED TO THE PRESENCE OR ABSENCE OF THE SAME.
6. I HAVE CONSULTED THE FLOOD INSURANCE RATE MAPS HAVING COMMUNITY PANEL NUMBER 450042 0501K WITH MAP NUMBER 45019C0501K WITH AN EFFECTIVE DATE OF JANUARY 29, 2021 AND FIND THE SUBJECT PROPERTY SHOWN HEREON AS BEING OUTSIDE FLOOD AREA AND DESIGNATED "ZONE X" OTHER AREAS.
7. THE PROPOSED PARCEL IS ZONED PDD (PLANNED DEVELOPMENT DISTRICT) PER THE CITY OF NORTH CHARLESTON GIS WEBSITE.

RECORDED
DATE: 12/7/2021 TIME: 7:33:15 AM
Book-Page S21 0242 DocType Small Plat
Michael Miller, Register, Charleston County, SC

		Filed By:
Record Fee	$25.00	CDM SMITH
Postage	$2.00	JOHN HUDSON
TOTAL	$27.00	1441 MAIN STREET SUITE 1000
Drawer	Drawer 2	COLUMBIA SC 29201
Clerk	SLW	

Location: ST JOHNS AVE

I HEREBY STATE THAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE STANDARDS OF PRACTICE MANUAL FOR SURVEYING IN SOUTH CAROLINA, FOR SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS A SURVEY AS SPECIFIED. SEE ABOVE SURVEYOR'S NOTES AS TO THE EXTENT AND PURPOSE OF THIS SURVEY.

JOHN L. HUDSON S.C.PLS NO. 6957

LEGEND
- PROPERTY LINE
- ADJOINING PROPERTY LINES
- PKS PK NAIL SET
- IPS IRON PIN SET (#5 REBAR UNLESS OTHERWISE NOTED)
- FENCE

DWN.	C. Beebe
CHK.	J. Hudson
PLAT No.	1706
PROJECT No.	108253

SOUTH CAROLINA CDM Smith Inc. No. C00402 CERTIFICATE OF AUTHORIZATION

REV. NO.	DATE	BY	APP.

SUBDIVISION PLAT SHOWING
TRACT 045H (1.08 Ac.)
SUBDIVIDED FROM
TMS 400-00-00-045 (17.34 Ac.)
LEAVING A RESIDUAL OF
TMS 400-00-00-045 (16.26Ac.)

PREPARED FOR AND OWNED BY
SOUTH CAROLINA DEPARTMENT OF
COMMERCE DIVISION OF PUBLIC RAILWAYS
CITY of NORTH CHARLESTON, CHARLESTON COUNTY, SOUTH CAROLINA

CDM Smith
1441 Main Street
Suite 1000
Columbia, SC 29201
Tel: (803) 788-4500

DATE 09/10/2021
CADD FILE: N\400\44...\Charleston\Intermodal\1214.Surv\...\2021\North Rail RW & plats\dgn 12.2\New plats\882721\DWG.dgn
SHEET 1 OF 1

S21 x 0242

L20 x 0352

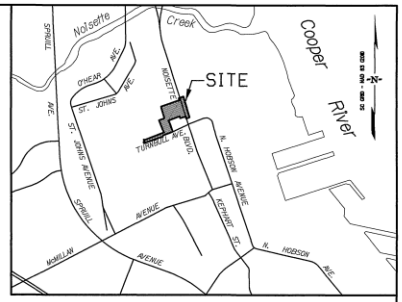
FOR CITY OF NORTH CHARLESTON AND RMC USE

APPROVED PLAT
Exempt from Section 18-22 (a) and 18-23 (a) of Subdivision Regulations.
Date: 21 September 2020
Attest: Jacqueline Mauldin
PLANNING DIREADOR
CITY OF NORTH CHARLESTON

RECORDED
DATE: 9/22/2020 TIME: 2:24:55 PM
Book-Page: L20 | 0352 DocType: Large Plat
Michael Miller, Register, Charleston County, SC

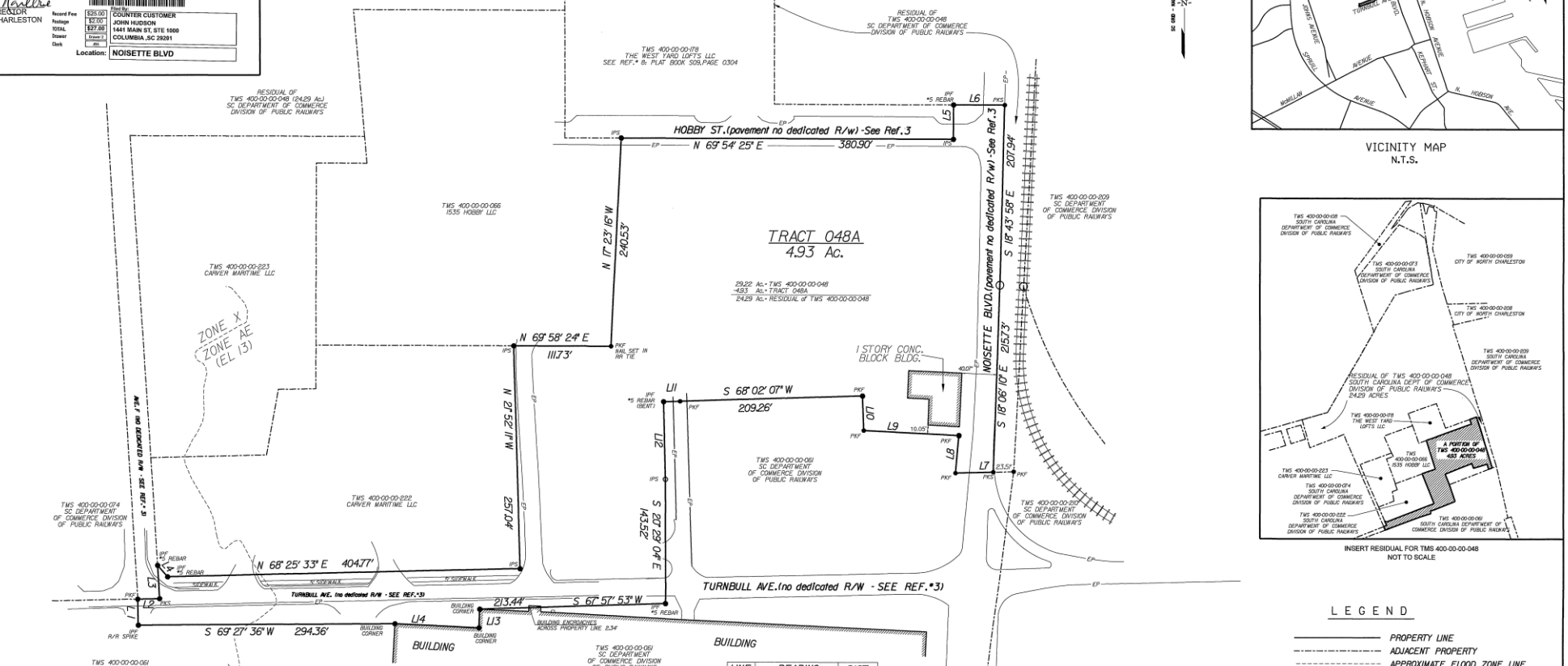
Record Fee	$25.00	Filed By: COUNTER CUSTOMER
Postage	$2.00	JOHN HUDSON
TOTAL	$27.00	1441 MAIN ST, STE 1000
Drawer	Drawer 2	COLUMBIA, SC 29201
Clerk	ABL	

Location: NOISETTE BLVD



VICINITY MAP
N.T.S.

INSERT RESIDUAL FOR TMS 400-00-00-048
NOT TO SCALE



LINE	BEARING	DIST.
L1	N 21° 54' 30" W	30.05'
L2	N 68° 39' 21" E	25.02'
L3	N 23° 49' 57" W	38.50'
L4	S 61° 18' 33" E	17.46'
L5	N 20° 06' 45" W	39.73'
L6	N 69° 50' 04" E	58.82'
L7	S 68° 20' 00" W	43.36'
L8	N 15° 11' 24" W	43.22'
L9	S 72° 43' 21" W	109.39'
L10	N 22° 03' 59" W	39.89'
L11	S 67° 49' 00" W	18.97'
L12	S 21° 35' 28" E	89.24'
L13	S 17° 17' 30" E	21.82'
L14	S 72° 44' 07" W	96.39'

LEGEND

- PROPERTY LINE
- ADJACENT PROPERTY
- APPROXIMATE FLOOD ZONE LINE
- IPF — IRON PIN FOUND
- PKF — PK NAIL FOUND
- IPS — IRON PIN SET (*5 REBAR UNLESS OTHERWISE NOTED)
- PKS — PK NAIL SET
- EP — EDGE OF PAVEMENT
- RAILROAD TRACKS

0 60 120 180 240
SCALE : 1"=60'

REFERENCES:

1. PLAT PREPARED BY FORSBERG ENGINEERING AND SURVEYING, INC., DATED DECEMBER 8, 2003 (REVISED JANUARY 7, 2004), TITLED "PROPERTY LINE ADJUSTMENT TMS 400-00-00-045 & TMS 400-00-00-048 (LOT D) SUBDIVISION OF TMS 400-00-00-047 INTO PARCELS A & B CITY OF NORTH CHARLESTON FORMER NAVAL BASE COMPLEX COUNTY OF CHARLESTON, SOUTH CAROLINA", RECORDED IN PLAT BOOK EG PAGE 856.
2. PLAT PREPARED BY FORSBERG ENGINEERING AND SURVEYING, INC., DATED OCTOBER 19, 2009 AND LAST REVISED DECEMBER 2, 2009, TITLED "PLAT SHOWING THE SUBDIVISION OF LOT H (32.72 ACRES) INTO NEW PARCEL 780 (0.627 ACRES) AND THE REMAINING RESIDUAL (32.09 ACRES) RECORDED IN PLAT BOOK L09, PAGE 0486 IN CHARLESTON COUNTY RMC OFFICE.
3. SEE DEED RECORDED IN THE CHARLSETON COUNTY RMC OFFICE IN DEED BOOK H593 PAGES 851-880 FOR THE EXISTING INGRESS/EGRESS EASEMENT FOR ROADS ON THE FORMER NAVAL BASE COMPLEX.
4. PLAT RECORDED IN CHARLESTON COUNTY RMC OFFICE IN PLAT BOOK L09, PAGE 0017.
5. PLAT RECORDED IN CHARLESTON COUNTY RMC OFFICE IN PLAT BOOK S17, PAGE 0201.
6. PLAT RECORDED IN CHARLESTON COUNTY RMC OFFICE IN PLAT BOOK S17, PAGE 0229.
7. PLAT RECORDED IN CHARLESTON COUNTY RMC OFFICE IN PLAT BOOK L18, PAGE 0093.
8. PLAT RECORDED IN CHARLESTON COUNTY RMC OFFICE IN PLAT BOOK S09, PAGE 0304

SURVEYOR'S STATEMENTS:

1. SUBJECT PARCEL IS ZONED PDD (PLANNED DEVELOPMENT DISTRICT - NAVY YARD AT NOISETTE) PER THE CITY OF NORTH CHARLESTON INTERACTIVE ZONING MAP.
2. I HAVE CONSULTED THE FLOOD INSURANCE RATE MAP WITH COMMUNITY PANEL NUMBER 450042 0501 J AND MAP NUMBER 45019C0501J HAVING AN EFFECTIVE DATE OF NOVEMBER 17, 2004 AND FIND A PORTION OF THE SUBJECT PARCEL IS LOCATED IN A "ZONE X" DESCRIBED AS AREAS OUTSIDE 500 YEAR FLOODPLAIN AND IN A "ZONE AE" WITH BASE FLOOD ELEVATION OF 13. THE APPROXIMATE FLOOD ZONE LINE WAS SCALED FROM THE ABOVE MAP.
3. TMS# 400-00-00-048 IS OWNED BY SOUTH CAROLINA DEPARTMENT OF COMMERCE - DIVISION OF PUBLIC RAILWAYS.
4. THIS PROPERTY MAY BE SUBJECT TO VARIOUS UTILITY EASEMENTS (i. e. POWER, TELEPHONE, SANITARY and/or STORM SEWER) THAT WERE NOT SURVEYED NOR NOTED FROM REFERENCE DOCUMENTATIONS FOR THIS PLAT OF SURVEY. UTILITIES WERE NOT LOCATED BY THIS SURVEY.
5. SITE DEVELOPMENT FEATURES WERE NOT LOCATED BY THIS SURVEY EXCEPT AS SHOWN HEREON.
6. NO ENVIRONMENTAL SURVEYS OR SUBSURFACE INVESTIGATIONS WERE MADE AT THIS TIME FOR THIS SURVEY AND PLAT OF THE SUBJECT PROPERTY SHOWN HEREON. THIS PLAT DOES NOT REFLECT THE EXISTENCE OR NON EXISTENCE OF WETLANDS, OCRM CRITICAL AREAS, HAZARDOUS WASTE OR OTHER CONDITIONS WHICH MAY BE REVEALED THROUGH ADDITIONAL SURVEYS AND/OR INVESTIGATIONS. NO CERTIFICATION IS MADE HEREON, EXPRESSED OR IMPLIED TO THE PRESENCE OR ABSENCE OF THE SAME.
7. DISTANCES SHOWN ON THIS SURVEY ARE HORIZONTAL GRID DISTANCES. SCALE FACTOR 0.99989681 WAS APPLIED TO HORIZONTAL GROUND DISTANCES TO OBTAIN THESE GRID DISTANCES.

I HEREBY STATE THAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE STANDARDS of PRACTICE MANUAL FOR SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS A SURVEY AS SPECIFIED. SEE ABOVE SURVEYOR'S STATEMENTS AS TO THE EXTENT AND PURPOSE OF THIS SURVEY.

JOHN L. HUDSON S.C.PLS NO. 6957

DWN. C. Beebe
CHK. J. Hudson
PLAT No. 1650
PROJECT No. 108253

SOUTH CAROLINA CDM Smith INC. No. C00402 CERTIFICATE OF AUTHORIZATION

REV. NO.	DATE	BY	APP.

PLAT SHOWING
TRACT 048A (4.93 Ac.)
SUBDIVIDED FROM
TMS 400-00-00-048 (29.22 Ac.)
LEAVING A RESIDUAL OF
TMS 400-00-00-048 (24.29 Ac.)

OWNED BY
SOUTH CAROLINA DEPARTMENT of COMMERCE DIVISION of PUBLIC RAILWAYS
CITY of NORTH CHARLESTON, CHARLESTON COUNTY, SOUTH CAROLINA

CDM Smith
1441 Main Street
Suite 1000
Columbia, SC 29201
Tel: (803) 799-4500

DATE 04/02/2020
CADD FILE: N:\Projects\...\Plat\...dwg
SHEET 1 OF 1

L20 x 0512

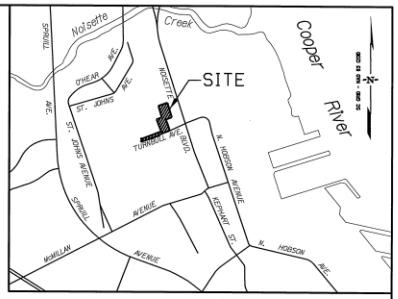
FOR CITY OF NORTH CHARLESTON AND RMC USE

RECORDED

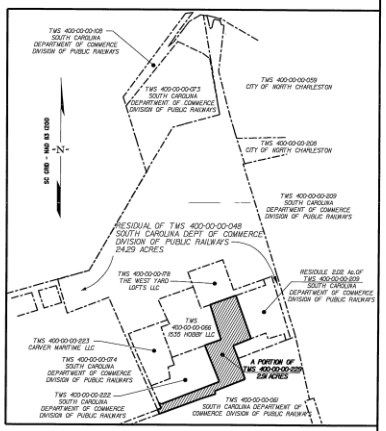
DATE: 12/29/2020 TIME: 11:19:56 AM
Book-Page: L20 | 0512 DocType: Large Plat
Michael Miller, Register, Charleston County, SC

Rec'd By: CDM SMITH
Record Fee $25.00
Postage $2.00
TOTAL $27.00
Drawer Drawer 1
Clerk RUN
JOHN HUDSON
1441 MAIN STREET SUITE 1000
COLUMBIA SC 29201

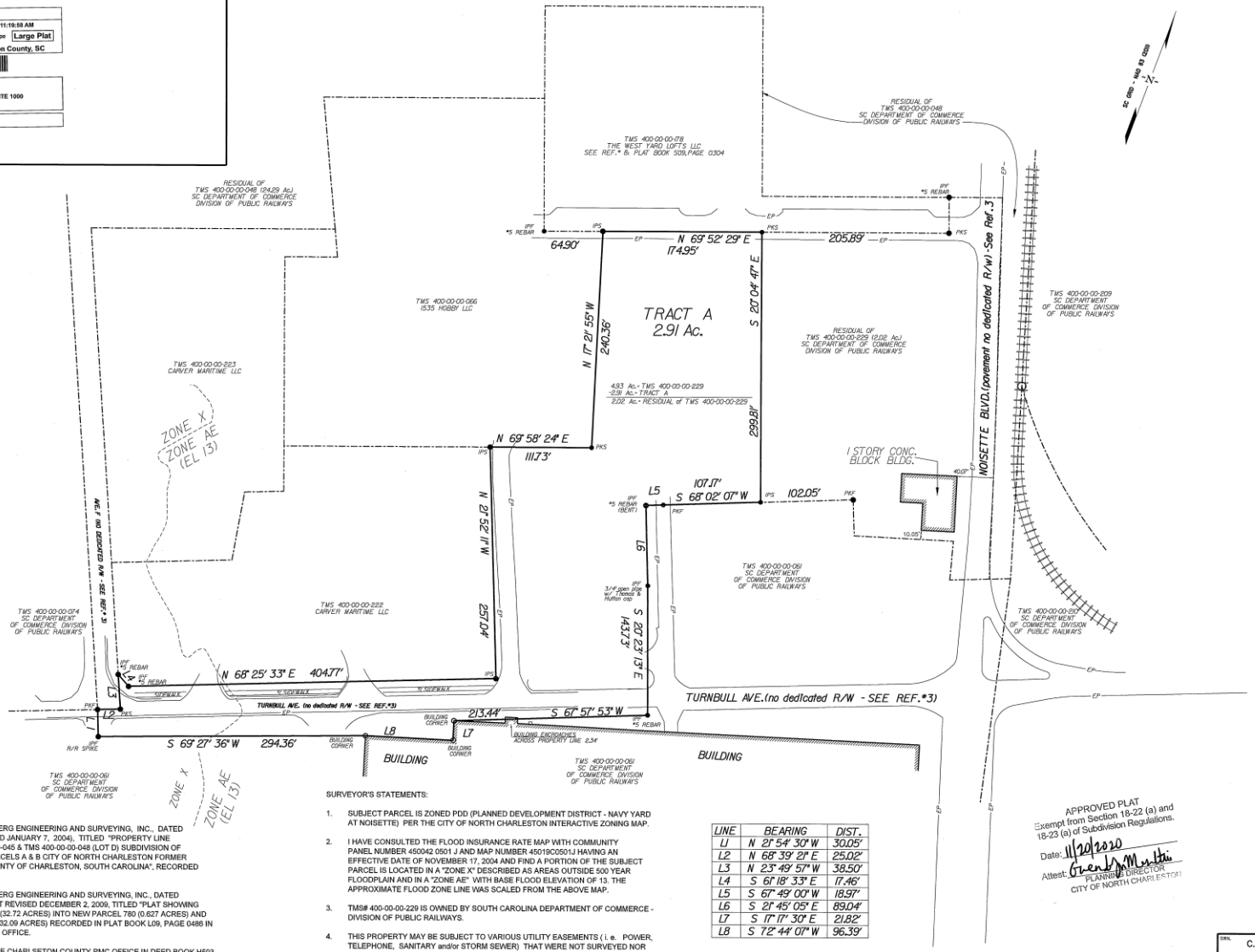
Location: TURNBULL AVE



VICINITY MAP
N.T.S.



INSERT RESIDUAL FOR TMS 400-00-00-048
NOT TO SCALE



REFERENCES:

1. PLAT PREPARED BY FORSBERG ENGINEERING AND SURVEYING, INC., DATED DECEMBER 8, 2003 (REVISED JANUARY 7, 2004), TITLED "PROPERTY LINE ADJUSTMENT TMS 400-00-00-045 & TMS 400-00-00-048 (LOT D) SUBDIVISION OF TMS 400-00-00-047 INTO PARCELS A & B CITY OF NORTH CHARLESTON FORMER NAVAL BASE COMPLEX COUNTY OF CHARLESTON, SOUTH CAROLINA", RECORDED IN PLAT BOOK EG PAGE 856.
2. PLAT PREPARED BY FORSBERG ENGINEERING AND SURVEYING, INC., DATED OCTOBER 19, 2009 AND LAST REVISED DECEMBER 2, 2009, TITLED "PLAT SHOWING THE SUBDIVISION OF LOT H (32.72 ACRES) INTO NEW PARCEL 780 (0.627 ACRES) AND THE REMAINING RESIDUAL (32.09 ACRES) RECORDED IN PLAT BOOK L09, PAGE 0486 IN CHARLESTON COUNTY RMC OFFICE.
3. SEE DEED RECORDED IN THE CHARLSETON COUNTY RMC OFFICE IN DEED BOOK H593 PAGES 851-880 FOR THE EXISTING INGRESS/EGRESS EASEMENT FOR ROADS ON THE FORMER NAVAL BASE COMPLEX.
4. PLAT RECORDED IN CHARLESTON COUNTY RMC OFFICE IN PLAT BOOK L09, PAGE 0017.
5. PLAT RECORDED IN CHARLESTON COUNTY RMC OFFICE IN PLAT BOOK S17, PAGE 0201.
6. PLAT RECORDED IN CHARLESTON COUNTY RMC OFFICE IN PLAT BOOK S17, PAGE 0229.
7. PLAT RECORDED IN CHARLESTON COUNTY RMC OFFICE IN PLAT BOOK L18, PAGE 0093.
8. PLAT RECORDED IN CHARLESTON COUNTY RMC OFFICE IN PLAT BOOK S09, PAGE 0304.
9. PLAT RECORDED IN CHARLESTON COUNTY RMC OFFICE IN PLAT BOOK L20, PAGE 0352.

SURVEYOR'S STATEMENTS:

1. SUBJECT PARCEL IS ZONED PDD (PLANNED DEVELOPMENT DISTRICT - NAVY YARD AT NOISETTE) PER THE CITY OF NORTH CHARLESTON INTERACTIVE ZONING MAP.
2. I HAVE CONSULTED THE FLOOD INSURANCE RATE MAP WITH COMMUNITY PANEL NUMBER 450042 0501 J AND MAP NUMBER 45019C0501J HAVING AN EFFECTIVE DATE OF NOVEMBER 17, 2004 AND FIND A PORTION OF THE SUBJECT PARCEL IS LOCATED IN A "ZONE X" DESCRIBED AS AREAS OUTSIDE 500 YEAR FLOODPLAIN AND IN A "ZONE AE" WITH BASE FLOOD ELEVATION OF 13. THE APPROXIMATE FLOOD ZONE LINE WAS SCALED FROM THE ABOVE MAP.
3. TMS# 400-00-00-229 IS OWNED BY SOUTH CAROLINA DEPARTMENT OF COMMERCE - DIVISION OF PUBLIC RAILWAYS.
4. THIS PROPERTY MAY BE SUBJECT TO VARIOUS UTILITY EASEMENTS (i. e. POWER, TELEPHONE, SANITARY and/or STORM SEWER) THAT WERE NOT SURVEYED NOR NOTED FROM REFERENCE DOCUMENTATIONS FOR THIS PLAT OF SURVEY. UTILITIES WERE NOT LOCATED BY THIS SURVEY.
5. SITE DEVELOPMENT FEATURES WERE NOT LOCATED BY THIS SURVEY EXCEPT AS SHOWN HEREON.
6. NO ENVIRONMENTAL SURVEYS OR SUBSURFACE INVESTIGATIONS WERE MADE AT THIS TIME FOR THIS SURVEY AND PLAT OF THE SUBJECT PROPERTY SHOWN HEREON. THIS PLAT DOES NOT REFLECT THE EXISTENCE OR NON EXISTENCE OF WETLANDS, OCRM CRITICAL AREAS, HAZARDOUS WASTE OR OTHER CONDITIONS WHICH MAY BE REVEALED THROUGH ADDITIONAL SURVEYS AND/OR INVESTIGATIONS. NO CERTIFICATION IS MADE HEREON, EXPRESSED OR IMPLIED TO THE PRESENCE OR ABSENCE OF THE SAME.
7. DISTANCES SHOWN ON THIS SURVEY ARE HORIZONTAL GRID DISTANCES. SCALE FACTOR 0.99989681 WAS APPLIED TO HORIZONTAL GROUND DISTANCES TO OBTAIN THESE GRID DISTANCES.

LINE	BEARING	DIST.
L1	N 21° 54' 30" W	30.05'
L2	N 68° 39' 21" E	25.02'
L3	N 23° 49' 57" W	38.50'
L4	S 61° 18' 33" E	17.46'
L5	S 67° 49' 00" W	18.97'
L6	S 21° 45' 05" E	89.04'
L7	S 17° 17' 30" E	21.82'
L8	S 72° 44' 07" W	96.39'

APPROVED PLAT
Exempt from Section 18-22 (a) and 18-23 (a) of Subdivision Regulations.
Date: 11/20/2020
Attest: Brent Mauldin
PLANNING DIRECTOR
CITY OF NORTH CHARLESTON

LEGEND

- PROPERTY LINE
- ADJACENT PROPERTY
- APPROXIMATE FLOOD ZONE LINE
- IPF IRON PIN FOUND
- PKF PK NAIL FOUND
- IPS IRON PIN SET (*5 REBAR UNLESS OTHERWISE NOTED)
- PKS PK NAIL SET
- EP EDGE OF PAVEMENT
- RAILROAD TRACKS

0 60 120 180 240
SCALE : 1"=60'

I HEREBY STATE THAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE STANDARDS of PRACTICE MANUAL FOR SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS A SURVEY AS SPECIFIED. SEE ABOVE SURVEYOR'S STATEMENTS AS TO THE EXTENT AND PURPOSE OF THIS SURVEY.

John L. Hudson
JOHN L. HUDSON S.C.PLS NO. 6957

DRN. C. Beebe
CHK. J. Hudson
PLAT No. 1681
PROJECT No. 108253

SOUTH CAROLINA CDM Smith Inc. No. C00402 CERTIFICATE OF AUTHORIZATION

REV. NO.	DATE		BY	APP.
1.	11/17/2020	Changed bearing & distance on Line L6	JLH	JLH

PLAT SHOWING
TRACT A (2.91 Ac.)
SUBDIVIDED FROM
TMS 400-00-00-229 (4.93 Ac.)
LEAVING A RESIDUAL OF
TMS 400-00-00-229 (2.02 Ac.)

CDM Smith
1441 Main Street Suite 1000 Columbia, SC 29201 Tel: (803) 799-4530

DATE 10/07/2020
CAD FILE: M:\Projects\108253\Survey\Plats\Tract A (2.91 Ac.) Subdivision.dwg

OWNED BY
SOUTH CAROLINA DEPARTMENT of COMMERCE DIVISION of PUBLIC RAILWAYS
CITY of NORTH CHARLESTON, CHARLESTON COUNTY, SOUTH CAROLINA

SHEET 1 OF 1

L23 x 0064

PLANNING AND R.O.D. USE ONLY

APPROVED PLAT
Exempt from Section 18-22 (a) and 18-23 (a) of Subdivision Regulations.
Date: 03/06/2023
Attest: [signature]
PLANNING DIRECTOR
CITY OF NORTH CHARLESTON

RECORDED
DATE: 3/6/2023 TIME: 2:03:24 PM
Book-Page L23 0064 DocType Large Plat
Karen Hollings, Register of Deeds, Charleston County, SC

Record Fee	$25.00	DAWLEY SURVEYING
Postage	$2.00	475 A DEANNA LANE
TOTAL	$27.00	0
Drawer	Drawer 6	WANDO, SC 29492
Clerk	mal	

Location: NOISETTE BLVD

GRID
N.A.D. 1983 (2011)
DISTANCES SHOWN ARE HORIZONTAL

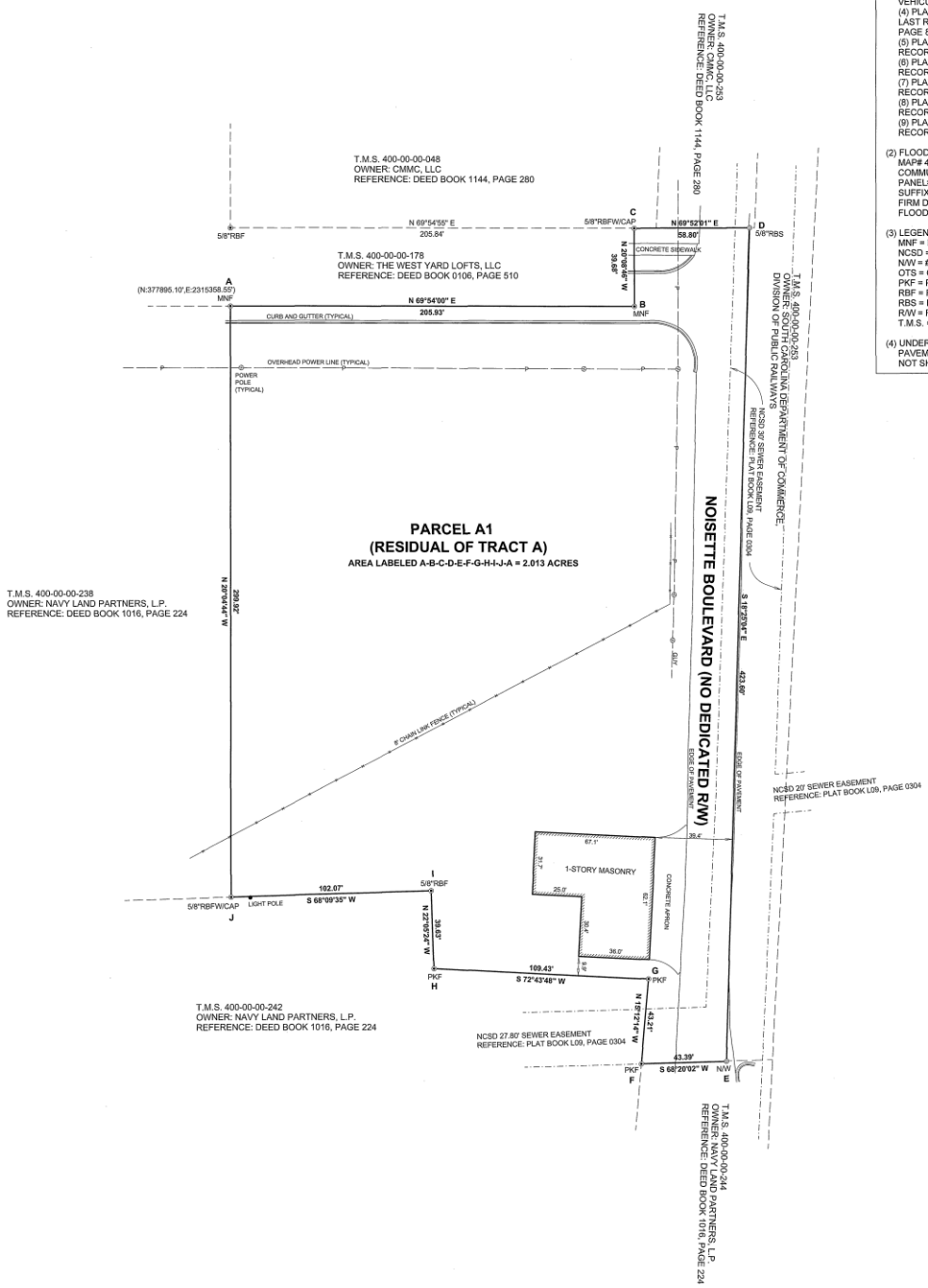
LOCATION MAP
(NO SCALE)

NOTES:
(1) REFERENCES:
(1) T.M.S. 400-00-00-229
(2) DEED BOOK H593, PAGE 851 - RECIPROCAL EASEMENT AGREEMENT
(3) DEED BOOK 0104, PAGE 986 AND DEED BOOK 0663, PAGE 929 - ACCESS & INGRESS/EGRESS OVER EXISTING VEHICULAR AND PEDESTRIAN THROUGHWAYS
(4) PLAT BY LEWIS SMITH MOORE, DATED 12/08/2003, LAST REVISED 01/07/2004, RECORDED IN PLAT BOOK EG, PAGE 856
(5) PLAT BY KEVIN THEWES, DATED 06/23/2009, RECORDED IN PLAT BOOK L09, PAGE 0304
(6) PLAT BY KEVIN THEWES, DATED 12/03/2009, RECORDED IN PLAT BOOK S09, PAGE 0304
(7) PLAT BY JOHN L. HUDSON, DATED 10/07/2020, RECORDED IN PLAT BOOK L20, PAGE 0512
(8) PLAT BY F. ELLIOTTE QUINN, III, DATED 10/27/2020, RECORDED IN PLAT BOOK L21, PAGE 0126
(9) PLAT BY COLE D. BEEBE, DATED 12/07/2021, RECORDED IN PLAT BOOK L22, PAGE 0069

(2) FLOOD ZONE INFORMATION:
MAP# 45019C
COMMUNITY# 450042
PANEL# 0501
SUFFIX K
FIRM DATE 01/29/2021
FLOOD ZONE AE 10'

(3) LEGEND:
MNF = MAGNETIZED NAIL FOUND
NCSD = NORTH CHARLESTON SEWER DISTRICT
N/W = #60 NAIL/WASHER
OTS = OPEN TOP IRON SET
PKF = PARKER-KALON NAIL FOUND
RBF = REBAR FOUND
RBS = REBAR SET
R/W = RIGHT OF WAY
T.M.S. = TAX MAP SHEET

(4) UNDERGROUND UTILITIES, OLD FOUNDATIONS AND PAVEMENT OTHER THAN NOISETTE BOULEVARD ARE NOT SHOWN HEREON.



BOUNDARY PLAT

PARCEL A1 (RESIDUAL OF TRACT A)
T.M.S. 400-00-00-229 (2.013 ACRES)

CITY OF NORTH CHARLESTON, CHARLESTON COUNTY, SOUTH CAROLINA

PRESENTLY OWNED BY SOUTH CAROLINA DEPARTMENT OF COMMERCE, DIVISION OF PUBLIC RAILWAYS

PREPARED FOR SAVJ NAVY YARD PROPERTY LLC

SOUTH CAROLINA REGISTERED LAND SURVEYOR CHARLES F. DAWLEY, JR. NO. 9314

SOUTH CAROLINA DAWLEY SURVEYING COMPANY LLC NO. 3726 CERTIFICATE OF ACCREDITATION

SURVEYOR'S CERTIFICATION

I HEREBY STATE THAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREIN WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE STANDARDS OF PRACTICE MANUAL FOR SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS "A" SURVEY AS SPECIFIED THEREIN.

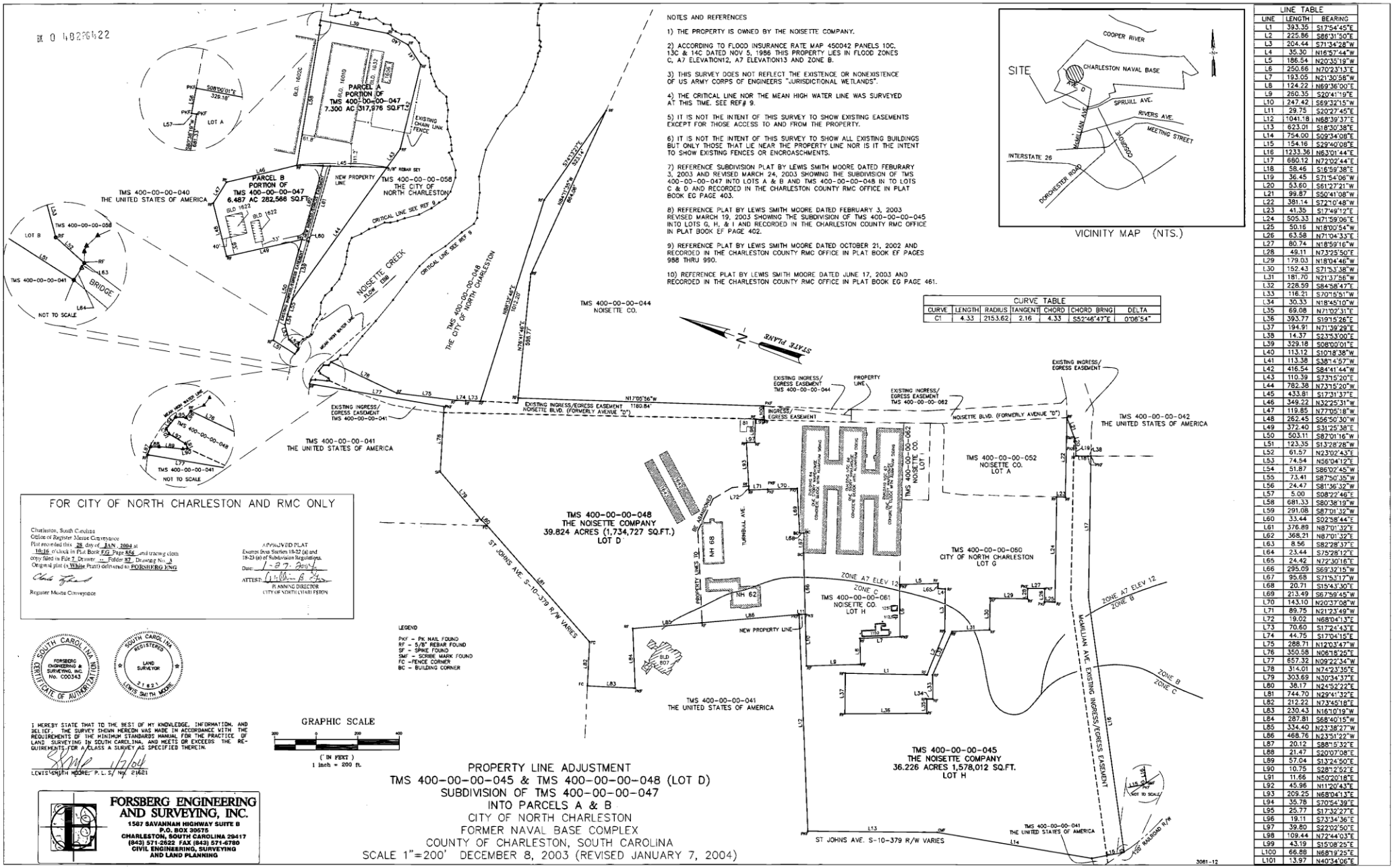
CHARLES F. DAWLEY, JR., R.L.S.
S.C. REGISTRATION NO. 9314
475A DEANNA LANE
WANDO, S.C. 29492
843-884-4931

DATE: DECEMBER 12, 2022
REVISED: FEBRUARY 24, 2023

SCALE: 1" = 30'

0 15 30 60 90

BK 0 4829422



NOTES AND REFERENCES

1) THE PROPERTY IS OWNED BY THE NOISETTE COMPANY.

2) ACCORDING TO FLOOD INSURANCE RATE MAP 450042 PANELS 10C, 13C & 14C DATED NOV 5, 1986 THIS PROPERTY LIES IN FLOOD ZONES C, A7 ELEVATION12, A7 ELEVATION13 AND ZONE B.

3) THIS SURVEY DOES NOT REFLECT THE EXISTENCE OR NONEXISTENCE OF US ARMY CORPS OF ENGINEERS "JURISDICTIONAL WETLANDS".

4) THE CRITICAL LINE NOR THE MEAN HIGH WATER LINE WAS SURVEYED AT THIS TIME. SEE REF# 9.

5) IT IS NOT THE INTENT OF THIS SURVEY TO SHOW EXISTING EASEMENTS EXCEPT FOR THOSE ACCESS TO AND FROM THE PROPERTY.

6) IT IS NOT THE INTENT OF THIS SURVEY TO SHOW ALL EXISTING BUILDINGS BUT ONLY THOSE THAT LIE NEAR THE PROPERTY LINE NOR IS IT THE INTENT TO SHOW EXISTING FENCES OR ENCROACHMENTS.

7) REFERENCE SUBDIVISION PLAT BY LEWIS SMITH MOORE DATED FEBURARY 3, 2003 AND REVISED MARCH 24, 2003 SHOWING THE SUBDIVISION OF TMS 400-00-00-047 INTO LOTS A & B AND TMS 400-00-00-048 IN TO LOTS C & D AND RECORDED IN THE CHARLESTON COUNTY RMC OFFICE IN PLAT BOOK EG PAGE 403.

8) REFERENCE PLAT BY LEWIS SMITH MOORE DATED FEBRUARY 3, 2003 REVISED MARCH 19, 2003 SHOWING THE SUBDIVISION OF TMS 400-00-00-045 INTO LOTS G, H, & I AND RECORDED IN THE CHARLESTON COUNTY RMC OFFICE IN PLAT BOOK EF PAGE 402.

9) REFERENCE PLAT BY LEWIS SMITH MOORE DATED OCTOBER 21, 2002 AND RECORDED IN THE CHARLESTON COUNTY RMC OFFICE IN PLAT BOOK EF PAGES 988 THRU 990.

10) REFERENCE PLAT BY LEWIS SMITH MOORE DATED JUNE 17, 2003 AND RECORDED IN THE CHARLESTON COUNTY RMC OFFICE IN PLAT BOOK EG PAGE 461.

VICINITY MAP (NTS.)

CURVE TABLE						
CURVE	LENGTH	RADIUS	TANGENT	CHORD	CHORD BRNG	DELTA
C1	4.33	2153.62	2.16	4.33	S52°46'47"E	0°06'54"

LINE TABLE		
LINE	LENGTH	BEARING
L1	393.35	S17°54'45"E
L2	225.86	S86°31'50"E
L3	204.44	S71°34'28"W
L4	35.30	N16°57'44"W
L5	186.54	N20°35'19"W
L6	250.66	N70°23'13"E
L7	193.05	N21°30'58"W
L8	124.22	N69°36'00"E
L9	260.35	S20°41'19"E
L10	247.42	S69°32'15"W
L11	29.75	S20°27'45"E
L12	1041.18	N68°39'37"E
L13	623.01	S18°30'38"E
L14	754.00	S09°34'08"E
L15	154.16	S29°40'08"E
L16	1233.36	N63°01'44"E
L17	680.12	N72°02'44"E
L18	58.46	S16°59'38"E
L19	36.45	S71°54'06"W
L20	53.60	S61°27'21"W
L21	99.87	S50°41'08"W
L22	381.14	S72°10'48"W
L23	41.35	S17°49'12"E
L24	505.33	N71°59'06"E
L25	50.16	N18°00'54"W
L26	63.58	N71°04'33"E
L27	80.74	N18°59'16"W
L28	49.11	N73°25'50"E
L29	179.03	N18°04'46"W
L30	152.43	S71°53'38"W
L31	181.70	N21°37'56"W
L32	228.59	S84°58'47"E
L33	116.21	S70°15'51"W
L34	30.33	N18°45'10"W
L35	69.08	N71°02'31"E
L36	393.77	S19°15'26"E
L37	194.91	N71°39'29"E
L38	14.37	S23°53'00"E
L39	329.18	S08°00'01"E
L40	113.12	S10°18'38"W
L41	113.38	S38°14'57"W
L42	416.54	S84°41'44"W
L43	110.39	S73°15'20"E
L44	782.38	N73°15'20"W
L45	433.81	S17°31'37"E
L46	349.22	N32°25'31"W
L47	119.85	N77°05'18"W
L48	262.45	S56°50'30"W
L49	372.40	S31°25'38"E
L50	503.11	S87°01'16"W
L51	123.35	S13°28'28"W
L52	61.57	N23°02'43"E
L53	74.54	N56°04'12"E
L54	51.87	S86°02'45"W
L55	73.41	S87°50'35"W
L56	24.47	S81°36'32"W
L57	5.00	S08°22'46"E
L58	681.33	S80°38'19"W
L59	291.08	S87°01'32"W
L60	33.44	S02°58'44"E
L61	376.89	N87°01'32"E
L62	368.21	N87°01'32"E
L63	8.56	S82°28'12"E
L64	23.44	S75°28'12"E
L65	24.42	N72°30'16"E
L66	295.09	S69°32'15"W
L67	95.68	S71°53'17"W
L68	20.71	S15°43'30"E
L69	213.49	S67°59'45"W
L70	143.10	N20°37'08"W
L71	89.75	N21°23'49"W
L72	19.02	N68°04'13"E
L73	70.60	S17°24'43"E
L74	44.75	S17°04'15"E
L75	288.71	N12°03'47"W
L76	350.58	N06°18'26"E
L77	657.32	N09°22'34"W
L78	314.01	N74°23'35"E
L79	303.69	N30°34'37"E
L80	38.17	N24°52'22"E
L81	744.70	N29°41'32"E
L82	212.22	N73°45'18"E
L83	230.43	N16°10'19"W
L84	287.81	S68°40'15"W
L85	334.40	N23°38'27"W
L86	468.76	N23°51'22"W
L87	20.12	S88°15'32"E
L88	21.47	S20°07'08"E
L89	57.04	S13°24'50"E
L90	10.75	S28°12'52"E
L91	11.66	N50°20'18"E
L92	45.96	N11°20'43"E
L93	209.25	N68°04'13"E
L94	35.78	S70°54'39"E
L95	25.77	S17°32'27"E
L96	19.11	S73°34'36"E
L97	39.80	S22°02'50"E
L98	109.44	N72°44'03"E
L99	43.19	S15°08'25"E
L100	66.88	N68°19'25"E
L101	13.97	N40°34'06"E

FOR CITY OF NORTH CHARLESTON AND RMC ONLY

Charleston, South Carolina
Office of Register Mesne Conveyance
Plat recorded this 28 day of JAN 2004 at 10:16 o'clock in Plat Book EG Page 856 and tracing cloth copy filed in File 7 Drawer -- Folder 87 Drawing No. A
Original plat (a White Print) delivered to FORSBERG ENG

Register Mesne Conveyance

APPROVED PLAT
Exempt from Section 18-22 (a) and 18-23 (a) of Subdivision Regulations.
Date: 1-27-2004
ATTEST: PLANNING DIRECTOR
CITY OF NORTH CHARLESTON

SOUTH CAROLINA CERTIFICATE OF AUTHORIZATION
FORSBERG ENGINEERING & SURVEYING, INC. No. C00343

SOUTH CAROLINA REGISTERED LAND SURVEYOR 21621 LEWIS SMITH MOORE

I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS A SURVEY AS SPECIFIED THEREIN.

LEWIS SMITH MOORE, P.L.S. NO. 21621 — 12/10/03

LEGEND
PKF – PK NAIL FOUND
RF – 5/8" REBAR FOUND
SF – SPIKE FOUND
SMF – SCRIBE MARK FOUND
FC – FENCE CORNER
BC – BUILDING CORNER

GRAPHIC SCALE
200 0 200 400
(IN FEET)
1 inch = 200 ft.

PROPERTY LINE ADJUSTMENT
TMS 400-00-00-045 & TMS 400-00-00-048 (LOT D)
SUBDIVISION OF TMS 400-00-00-047
INTO PARCELS A & B
CITY OF NORTH CHARLESTON
FORMER NAVAL BASE COMPLEX
COUNTY OF CHARLESTON, SOUTH CAROLINA
SCALE 1"=200' DECEMBER 8, 2003 (REVISED JANUARY 7, 2004)

FORSBERG ENGINEERING AND SURVEYING, INC.
1587 SAVANNAH HIGHWAY SUITE B
P.O. BOX 30575
CHARLESTON, SOUTH CAROLINA 29417
(843) 571-2622 FAX (843) 571-6780
CIVIL ENGINEERING, SURVEYING AND LAND PLANNING

3081-12

EG x 856

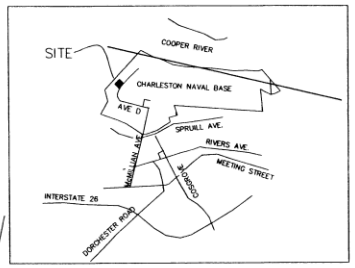
BK X519PG684 FOR CITY OF NORTH CHARLESTON AND RMC

APPROVED PLAT
Exempt from Section 18-22 (a) and 18-23 (a) of Subdivision Regulations.
Date: 11-2-2004
ATTEST: [signature]
PLANNING DIRECTOR
CITY OF NORTH CHARLESTON

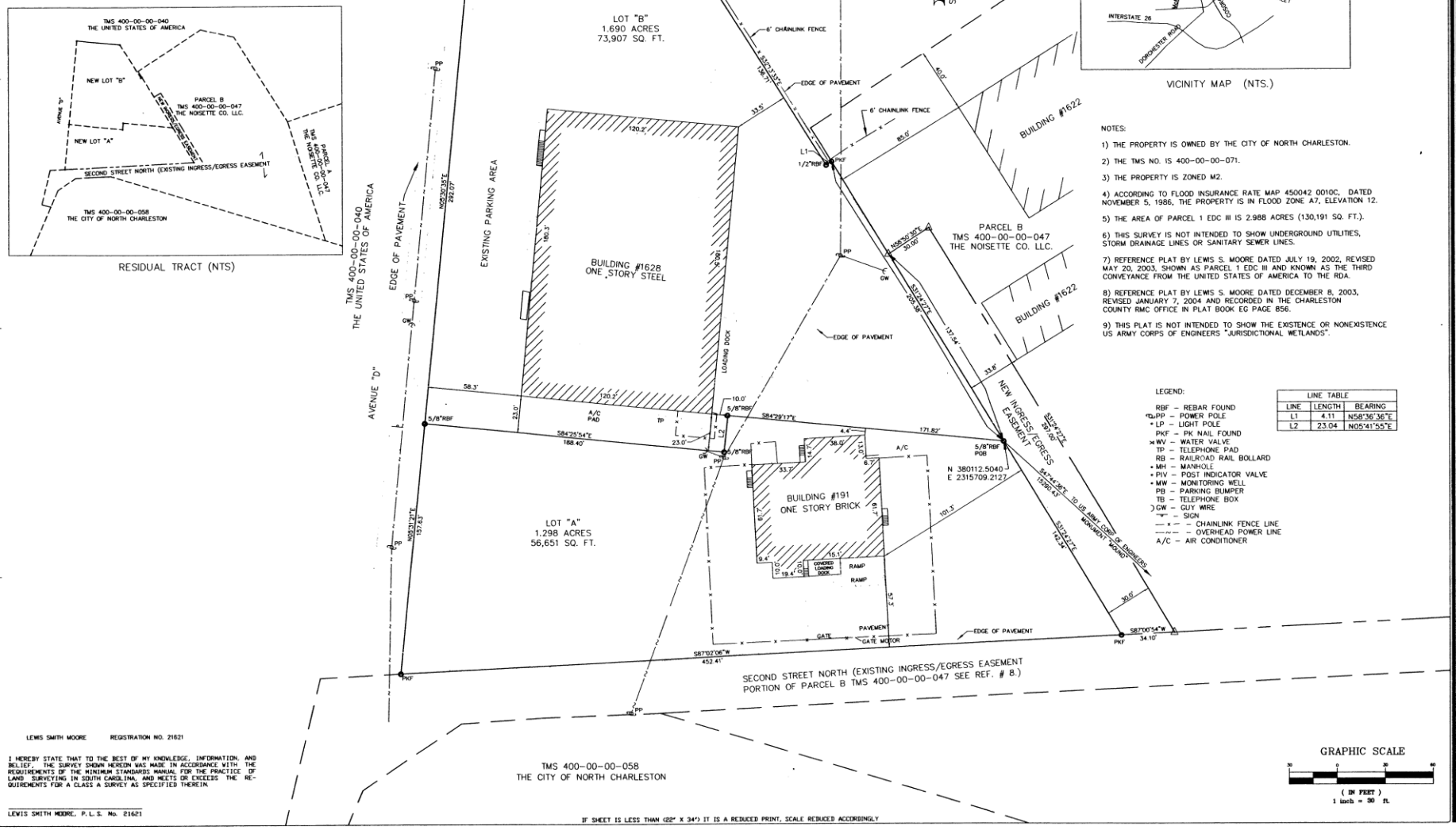
Charleston, South Carolina
Office of Register Mesne Conveyance
Plat recorded this 21st day of December, 2004 at 12:32 o'clock in Plat Book EH Page 573 and tracing cloth copy filed in File 08 Drawer — Folder 02, Drawing No. 19.
Original plat (a White Print) delivered to Bruce A Berlinsky Esq.

[signature]
Register Mesne Conveyance

RESIDUAL TRACT (NTS)



VICINITY MAP (NTS.)



NOTES:

1) THE PROPERTY IS OWNED BY THE CITY OF NORTH CHARLESTON.

2) THE TMS NO. IS 400-00-00-071.

3) THE PROPERTY IS ZONED M2.

4) ACCORDING TO FLOOD INSURANCE RATE MAP 450042 0010C, DATED NOVEMBER 5, 1986, THE PROPERTY IS IN FLOOD ZONE A7, ELEVATION 12.

5) THE AREA OF PARCEL 1 EDC III IS 2.988 ACRES (130,191 SQ. FT.).

6) THIS SURVEY IS NOT INTENDED TO SHOW UNDERGROUND UTILITIES, STORM DRAINAGE LINES OR SANITARY SEWER LINES.

7) REFERENCE PLAT BY LEWIS S. MOORE DATED JULY 19, 2002, REVISED MAY 20, 2003, SHOWN AS PARCEL 1 EDC III AND KNOWN AS THE THIRD CONVEYANCE FROM THE UNITED STATES OF AMERICA TO THE RDA.

8) REFERENCE PLAT BY LEWIS S. MOORE DATED DECEMBER 8, 2003, REVISED JANUARY 7, 2004 AND RECORDED IN THE CHARLESTON COUNTY RMC OFFICE IN PLAT BOOK EG PAGE 856.

9) THIS PLAT IS NOT INTENDED TO SHOW THE EXISTENCE OR NONEXISTENCE US ARMY CORPS OF ENGINEERS "JURISDICTIONAL WETLANDS".

LEGEND:

RBF – REBAR FOUND
PP – POWER POLE
LP – LIGHT POLE
PKF – PK NAIL FOUND
WV – WATER VALVE
TP – TELEPHONE PAD
RB – RAILROAD RAIL BOLLARD
MH – MANHOLE
PIV – POST INDICATOR VALVE
MW – MONITORING WELL
PB – PARKING BUMPER
TB – TELEPHONE BOX
GW – GUY WIRE
– SIGN
– CHAINLINK FENCE LINE
– OVERHEAD POWER LINE
A/C – AIR CONDITIONER

LINE TABLE		
LINE	LENGTH	BEARING
L1	4.11	N58°36'36"E
L2	23.04	N05°41'55"E

GRAPHIC SCALE
30 0 30 60
(IN FEET)
1 inch = 30 ft.

LEWIS SMITH MOORE REGISTRATION NO. 21621

I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS A SURVEY AS SPECIFIED THEREIN.

LEWIS SMITH MOORE, P. L. S. No. 21621

IF SHEET IS LESS THAN (22" X 34") IT IS A REDUCED PRINT, SCALE REDUCED ACCORDINGLY

FORSBERG ENGINEERING AND SURVEYING, INC.
1587 SAVANNAH HIGHWAY SUITE B
P.O. BOX 30575
CHARLESTON, SOUTH CAROLINA 29417
(843) 571-8444 FAX (843) 571-8445
CIVIL ENGINEERING, LAND SURVEYING AND LANDSCAPE ARCHITECTURE

SOUTH CAROLINA CERTIFICATE OF AUTHORIZATION
FORSBERG ENGINEERING & SURVEYING, INC No. C00343

SUBDIVISION PLAT PARCEL 1 EDC III INTO LOTS A & B
FORMER NAVAL BASE COMPLEX
CITY OF NORTH CHARLESTON CHARLESTON COUNTY, SOUTH CAROLINA

SOUTH CAROLINA REGISTERED LAND SURVEYOR 21621 LEWIS SMITH MOORE
LEWIS SMITH MOORE

DATE: MARCH 1, 2004
DRAWN/CHECKED: PMH/LSM
LAST REVISED: OCTOBER 13, 2004
APPROVED: LSM
SCALE: 1"=30'
PROJECT NO.: 3061-15
SHEET NUMBER: 1 OF 1

EH x 573

L17 x 0356

VICINITY MAP (N.T.S.)

NOTES:

1) TMS 400-00-00-086
2) ZONING: PDD
3) BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS IN FLOOD ZONES "AE-13 AND AE-14" AS SHOWN ON FLOOD INSURANCE RATE MAP 45019G0550-L EFFECTIVE DATE NOVEMBER 17,2004.
4) SEWER EASEMENT SHOWN HEREON WAS OBTAINED FROM REFERENCE PLAT L09, PG. 0314.

REFERENCES:

1) PLAT BY DAVIS & FLOYD INC., PLAT BOOK L09, PG. 0314.
2) PLAT BY FORSBERG ENGINEERING AND SURVEYING, INC., PLAT BOOK EH, PG. 573.
3) PLAT BY THOMAS & HUTTON, PLAT NO. 2444-A.

APPROVED PLAT
EXEMPT FROM SECTION 18-22 (a) AND 18-23 (a) OF SUBDIVISION REGULATIONS.
DATE: _____
ATTEST: _____
PLANNING DIRECTOR
CITY OF NORTH CHARLESTON

ECLS GLOBAL, INC. No. 5480
CERTIFICATE OF AUTHORIZATION
SOUTH CAROLINA

I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN THE STATE OF SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS "A" SURVEY AS SPECIFIED THEREIN; ALSO THERE ARE NO VISIBLE ENCROACHMENTS OR PROJECTIONS OTHER THAN SHOWN.

SHAWN T. RUMBERGER, PLS 29122 — DATE 6.23.17

SOUTH CAROLINA PROFESSIONAL LAND SURVEYOR No. 29122 SHAWN T. RUMBERGER

THIS MAP IS OF AN EXISTING PARCEL OF LAND AND IS ONLY INTENDED FOR THE PARTIES AND PURPOSES SHOWN. NO TITLE REPORT PROVIDED.

APPROVED PLAT
Exempt from Section 18-22 (a) and 18-23 (a) of Subdivision Regulations.
Date: 16 May 2017
Attest: _____
PLANNING DIRECTOR
CITY OF NORTH CHARLESTON

LEGEND

AC=AIR CONDITIONING UNIT
BOC=BACK OF CURB
TC=TELECOMMUNICATION BOX
EB=ELECTRIC BOX
EOP=EDGE OF PAVEMENT
PP=POWER POLE
GW=GUY WIRE
SCO=CLEANOUT
SW=SIDEWALK
TP=TELEPHONE PEDESTAL
WM=WATER METER
FH=FIRE HYDRANT
GV=GAS VALVE
WV=WATER VALVE
ST=STAIRS
MB=MAIL BOX

- FIRE HYDRANT
- WATER METER
- GAS VALVE
- WATER VALVE
- POWER POLE
- CHAIN-LINK FENCE
- CENTER LINE
- FLOOD ZONE LINE
- SEWER MAN HOLE
- TELECOMMUNICATION BOX
- GUY WIRE
- FDC VALVE
- TRAFFIC STOP SIGN
- SEWER EASEMENT
- EXISTING IRON ROD (DIR)
- REBAR SET
- PK NAIL SET
- PK NAIL FOUND

LOT "B"
1.69 AC.
TMS 400-00-00-071
DB: 0423 / PG: 431
PLAT: L090314

PARCEL B
TMS 400-00-00-065
DB: T442 / PG: 677
PLAT: EJ-306

NOISETTE BOULEVARD
NO RECORDED R/W

AVE. C N.
NO RECORDED R/W

2 nd STREET N
NO RECORDED R/W

NEW LOT
LOT A-1
46,465 S.F.
1.1 AC.

LOT "A"
1.30 AC.
TMS 400-00-00-086
DB: X519 / PG: 843
PL: L090314

NEW LOT
LOT A-2
10,462 S.F.
0.2 AC.

BUILDING #191
ONE STORY BRICK

SHED

RAMP

CONC. DRIVE

CONC. BOX

CHAIN LINK FENCE

STAIRS

DROP INLET

FDC VALVE

ELECTRICAL TRANSFORMER

DUMP AREA

N 84°42'47" W 189.40'

206.44'

N 05°25'02" E 23.04'

S 84°46'11" E 124.13'

171.20' (TOTAL)

5/8" REBAR SET FLUSH

1/2" ER 3" BELOW

1/2" ER FLUSH

N 05°28'55" E 157.68'

S 31°25'54" E 144.47'

N 05°25'37" W 133.76'

S 87°00'47" W 336.62'

452.27' (TOTAL)

115.65'

30.78'

47.27'

47.07'

5.62'

5.94'

4.74'

6" 1/2" ER 6" BELOW

PK NAIL SET

PK NAIL FOUND

INTERSECTION OF NOISETTE BOULEVARD & 2nd STREET N

TC LINE N 73°37'40" E 45.66'

EOP

ZONE AE 13
ZONE AE 14
EL. 14

TMS 400-00-00-058
DB: L15 / PG: 0486

RECORDED
DATE: 6/27/2017 TIME: 9:37:31 AM
Book-Page: L17 0356 DocType: Large Plat
Charlie Lybrand, Register, Charleston County, SC
Record Fee $10.00
Postage $0.00
TOTAL $10.00
Drawer Store 7
Clerk mp
Plat By: BRUCE A BERLINSKY ESQUIRE
P.O. BOX 394
CHARLESTON SC 29402 (BOX)
Location: 2ND STREET N

GRAPHIC SCALE
20 10 0 20 40 60
1 INCH = 20 FEET

SHEET 1 OF 1

ECLS GLOBAL, INC
U.S. VETERAN-OWNED
19 N. McKINLET ST.
COATS, NC 27521
910.897.2827 ECLSGLOBAL.COM
910.897.2829 (FAX) SC# 5175

REVISIONS:

SURVEY BY:

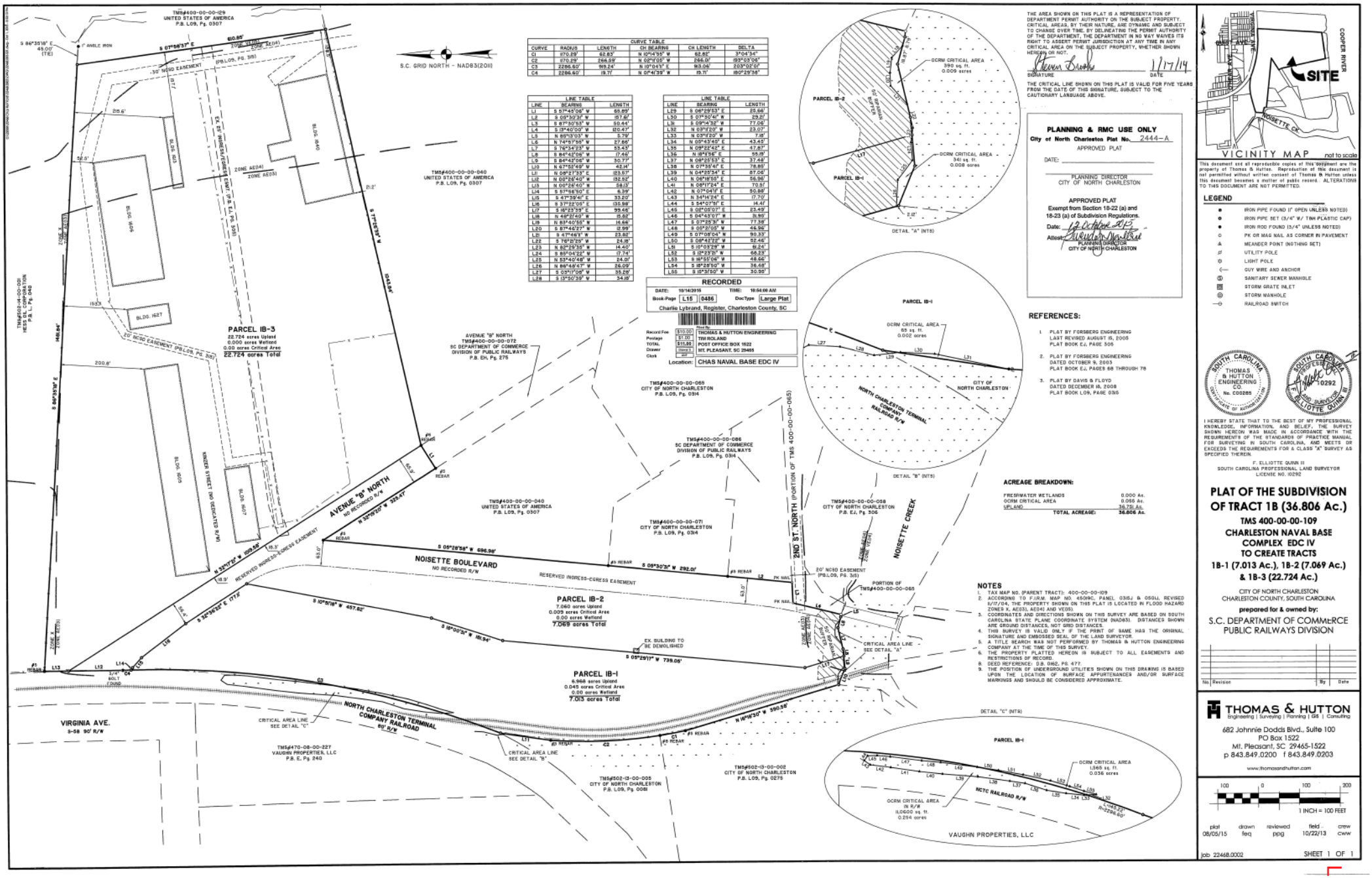
DRAWN:

PROPERTY OF CITY OF NORTH CHARLESTON
1250 2nd St N, NORTH CHARLESTON, SC 29405 LOT A
PARCEL ID 4000000086 DEED BOOK 423, PAGE 431

SUBDIVISION PLAT
PLAT SHOWING
THE SUBDIVISION OF LOT A
TMS 400-00-00-086 (1.30 ACRES)
INTO
LOT A-1 (1.1 ACRES)
AND
LOT A-2 (0.20 ACRES)

PROJ. NO.: 17-122
FILENAME: N CHARLESTON
DRAWN BY: LLL/WPA/CLM
SCALE: 1"=20'
DATE: 04-03-2017

ECLS



CURVE TABLE					
CURVE	RADIUS	LENGTH	CH BEARING	CH LENGTH	DELTA
C1	1170.29'	62.83'	N 12°14'55" W	62.82'	3°04'34"
C2	1170.29'	266.99'	N 08°11'05" W	266.0'	013°03'06"
C3	2286.60'	919.24'	N 10°04'51" E	913.06'	023°02'01"
C4	2286.60'	19.77'	N 01°41'39" W	19.77'	050°29'38"

LINE TABLE		
LINE	BEARING	LENGTH
L1	S 57°45'06" W	69.89'
L2	S 05°30'31" W	157.6'
L3	S 87°30'53" W	50.44'
L4	S 13°40'00" W	120.41'
L5	N 85°13'03" W	5.79'
L6	N 74°57'55" W	27.66'
L7	S 76°34'23" W	53.43'
L8	S 86°42'06" W	17.46'
L9	S 86°42'06" W	30.77'
L10	N 67°50'49" W	42.14'
L11	N 08°27'33" E	123.57'
L12	N 00°26'40" W	132.52'
L13	N 00°26'40" W	58.13'
L14	S 57°56'50" E	6.39'
L15	S 41°39'41" E	33.20'
L16	S 37°22'05" E	135.98'
L17	S 16°23'39" E	99.46'
L18	N 48°21'40" W	18.82'
L19	N 83°40'55" W	16.66'
L20	S 87°46'27" W	12.99'
L21	S 47°46'1" W	23.82'
L22	S 76°51'25" W	24.38'
L23	N 82°29'35" W	14.40'
L24	S 85°04'22" W	17.74'
L25	N 53°40'48" W	24.01'
L26	N 86°48'47" W	26.09'
L27	S 03°17'06" W	35.28'
L28	S 13°50'39" W	34.19'

LINE TABLE		
LINE	BEARING	LENGTH
L29	S 06°29'53" E	25.68'
L30	S 07°30'46" W	29.2'
L31	S 09°14'32" W	77.06'
L32	N 03°12'20" W	23.07'
L33	N 03°12'20" W	7.18'
L34	N 05°43'45" E	43.45'
L35	N 09°22'43" E	47.87'
L36	N 18°15'6" E	55.9'
L37	N 08°25'53" E	37.48'
L38	N 07°39'47" E	78.85'
L39	N 04°25'34" E	87.06'
L40	N 06°18'55" E	56.96'
L41	N 08°17'24" E	70.9'
L42	N 07°04'1" E	50.88'
L43	N 34°14'24" E	(7.70'
L44	S 54°07'56" E	14.4'
L45	S 08°05'07" E	23.49'
L46	S 04°45'07" W	31.90'
L47	S 07°25'3" W	77.39'
L48	S 05°27'05" W	46.96'
L49	S 07°08'04" W	90.33'
L50	S 08°42'28" W	52.46'
L51	S 10°03'29" W	8.24'
L52	S 12°23'21" W	66.23'
L53	S 16°55'06" W	48.66'
L54	S 18°28'50" W	36.48'
L55	S 15°37'50" W	30.95'

THE AREA SHOWN ON THIS PLAT IS A REPRESENTATION OF DEPARTMENT PERMIT AUTHORITY ON THE SUBJECT PROPERTY. CRITICAL AREAS, BY THEIR NATURE, ARE DYNAMIC AND SUBJECT TO CHANGE OVER TIME. BY DELINEATING THE PERMIT AUTHORITY OF THE DEPARTMENT, THE DEPARTMENT IN NO WAY WAIVES ITS RIGHT TO ASSERT PERMIT JURISDICTION AT ANY TIME IN ANY CRITICAL AREA ON THE SUBJECT PROPERTY, WHETHER SHOWN HEREON OR NOT.

SIGNATURE 1/17/14 DATE

THE CRITICAL LINE SHOWN ON THIS PLAT IS VALID FOR FIVE YEARS FROM THE DATE OF THIS SIGNATURE, SUBJECT TO THE CAUTIONARY LANGUAGE ABOVE.

PLANNING & RMC USE ONLY

City of North Charleston Plat No. 2444-A

APPROVED PLAT

DATE: _____

PLANNING DIRECTOR
CITY OF NORTH CHARLESTON

APPROVED PLAT
Exempt from Section 18-22 (a) and 18-23 (a) of Subdivision Regulations.

Date: 13 October 2015

Attest: _____
PLANNING DIRECTOR
CITY OF NORTH CHARLESTON

RECORDED

DATE: 10/14/2015 TIME: 10:56:00 AM
Book-Page L15 0486 DocType Large Plat
Charlie Lybrand, Register, Charleston County, SC

Record Fee	$10.00
Postage	$1.00
TOTAL	$11.00
Drawer	Drawer 3
Clerk	...

Filed By: THOMAS & HUTTON ENGINEERING
TIM ROLAND
POST OFFICE BOX 1522
MT. PLEASANT, SC 29465

Location: CHAS NAVAL BASE EDC IV

REFERENCES:

1. PLAT BY FORSBERG ENGINEERING
   LAST REVISED AUGUST 15, 2005
   PLAT BOOK E4, PAGE 306
2. PLAT BY FORSBERG ENGINEERING
   DATED OCTOBER 9, 2003
   PLAT BOOK E4, PAGES 68 THROUGH 78
3. PLAT BY DAVIS & FLOYD
   DATED DECEMBER 16, 2008
   PLAT BOOK L09, PAGE 036

ACREAGE BREAKDOWN:

FRESHWATER WETLANDS	0.000 Ac.
OCRM CRITICAL AREA	0.056 Ac.
UPLAND	36.75 Ac.
TOTAL ACREAGE:	36.806 Ac.

NOTES

1. TAX MAP NO. (PARENT TRACT): 400-00-00-109
2. ACCORDING TO F.I.R.M. MAP NO. 45019C, PANEL 0356J & 0350J, REVISED 6/17/04, THE PROPERTY SHOWN ON THIS PLAT IS LOCATED IN FLOOD HAZARD ZONES X, AE(03), AE(4) AND VE(15).
3. COORDINATES AND DIRECTIONS SHOWN ON THIS SURVEY ARE BASED ON SOUTH CAROLINA STATE PLANE COORDINATE SYSTEM (NAD83). DISTANCES SHOWN ARE GROUND DISTANCES, NOT GRID DISTANCES.
4. THIS SURVEY IS VALID ONLY IF THE PRINT OF SAME HAS THE ORIGINAL SIGNATURE AND EMBOSSED SEAL OF THE LAND SURVEYOR.
5. A TITLE SEARCH WAS NOT PERFORMED BY THOMAS & HUTTON ENGINEERING COMPANY AT THE TIME OF THIS SURVEY.
6. THE PROPERTY PLATTED HEREON IS SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.
8. DEED REFERENCE: D.B. 0162, PG. 477.
9. THE POSITION OF UNDERGROUND UTILITIES SHOWN ON THIS DRAWING IS BASED UPON THE LOCATION OF SURFACE APPURTENANCES AND/OR SURFACE MARKINGS AND SHOULD BE CONSIDERED APPROXIMATE.

VICINITY MAP not to scale

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LEGEND

- IRON PIPE FOUND (1" OPEN UNLESS NOTED)
- IRON PIPE SET (3/4" W/ T&H PLASTIC CAP)
- IRON ROD FOUND (5/4" UNLESS NOTED)
- PK OR MAG NAIL AS CORNER IN PAVEMENT
- MEANDER POINT (NOTHING SET)
- UTILITY POLE
- LIGHT POLE
- GUY WIRE AND ANCHOR
- SANITARY SEWER MANHOLE
- STORM GRATE INLET
- STORM MANHOLE
- RAILROAD SWITCH

SOUTH CAROLINA — THOMAS & HUTTON ENGINEERING CO. — No. C00265 — CERTIFICATE OF AUTHORIZATION

SOUTH CAROLINA — PROFESSIONAL ENGINEER — 0292 — REGISTERED LAND SURVEYOR — F. ELLIOTTE QUINN III

I HEREBY STATE THAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE STANDARDS OF PRACTICE MANUAL FOR SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS "A" SURVEY AS SPECIFIED THEREIN.

F. ELLIOTTE QUINN III
SOUTH CAROLINA PROFESSIONAL LAND SURVEYOR
LICENSE NO. 10292

PLAT OF THE SUBDIVISION OF TRACT 1B (36.806 Ac.)

TMS 400-00-00-109
CHARLESTON NAVAL BASE COMPLEX EDC IV TO CREATE TRACTS 1B-1 (7.013 Ac.), 1B-2 (7.069 Ac.) & 1B-3 (22.724 Ac.)

CITY OF NORTH CHARLESTON
CHARLESTON COUNTY, SOUTH CAROLINA

prepared for & owned by:
S.C. DEPARTMENT OF COMMERCE
PUBLIC RAILWAYS DIVISION

No.	Revision	By	Date

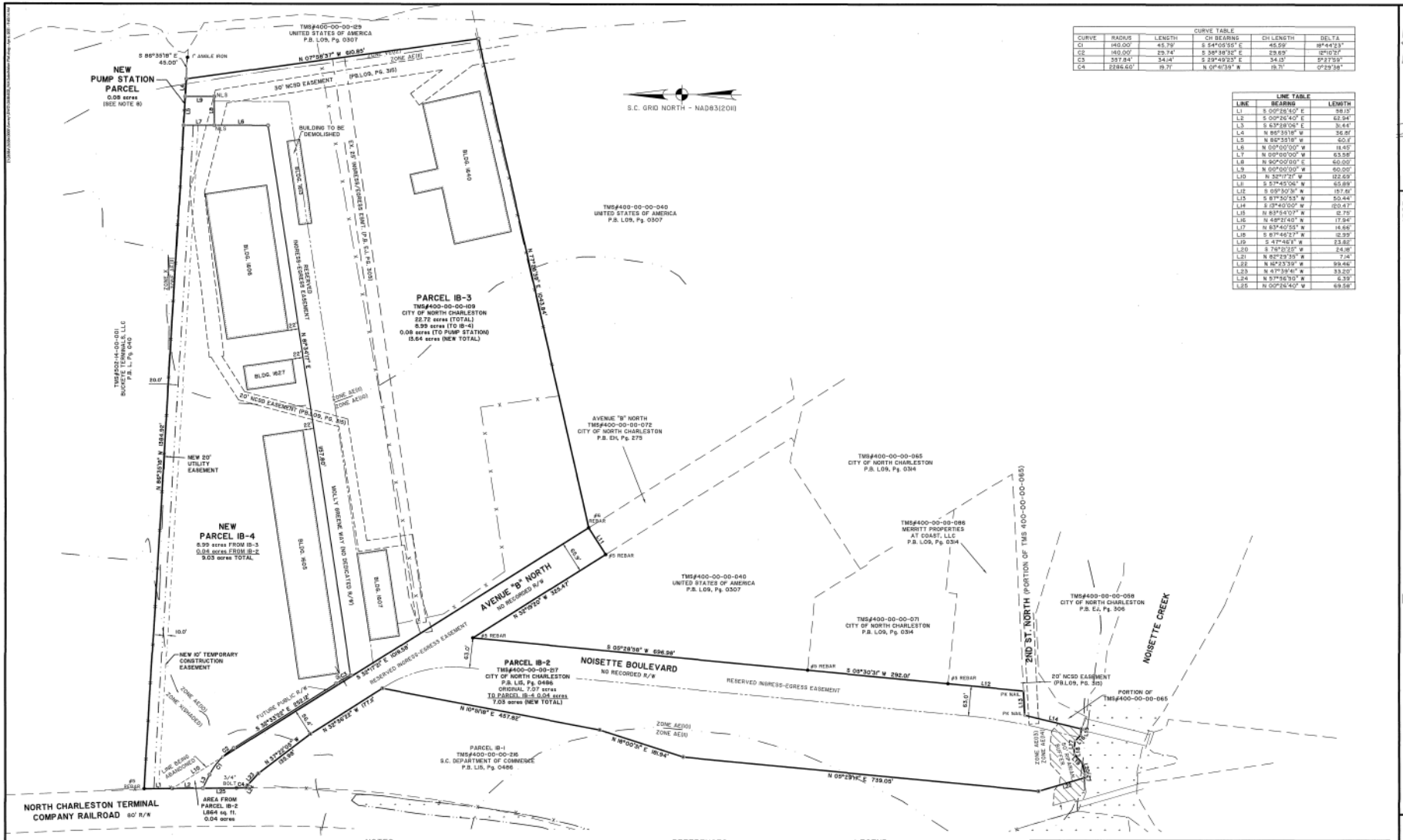
THOMAS & HUTTON
Engineering | Surveying | Planning | GIS | Consulting
682 Johnnie Dodds Blvd., Suite 100
PO Box 1522
Mt. Pleasant, SC 29465-1522
p 843.849.0200 f 843.849.0203
www.thomasandhutton.com

100 0 100 200
1 INCH = 100 FEET

plat	drawn	reviewed	field	crew
08/05/15	feq	ppg	10/22/13	cww

job 22468.0002 SHEET 1 OF 1

L15 x 0486


NEW PUMP STATION PARCEL 0.08 acres (SEE NOTE 8)
PARCEL IB-3 TMS#400-00-00-109 CITY OF NORTH CHARLESTON 22.72 acres (TOTAL) 8.99 acres (TO IB-4) 0.08 acres (TO PUMP STATION) (5.64 acres (NEW TOTAL)
NEW PARCEL IB-4 8.99 acres FROM IB-3 0.04 acres FROM IB-2 9.03 acres TOTAL
PARCEL IB-2 TMS#400-00-00-217 CITY OF NORTH CHARLESTON P.B. L15, Pg. 0486 ORIGINAL 7.07 acres TO PARCEL IB-4 0.04 acres 7.03 acres (NEW TOTAL)
PARCEL IB-1 TMS#400-00-00-215 S.C. DEPARTMENT OF COMMERCE P.B. L15, Pg. 0486
AVENUE "B" NORTH NO RECORDED R/W
NOISETTE BOULEVARD NO RECORDED R/W
2ND ST. NORTH (PORTION OF TMS 400-00-00-065)
NOISETTE CREEK
NORTH CHARLESTON TERMINAL COMPANY RAILROAD 60' R/W
VIRGINIA AVE. S-58 50' R/W
BUIST AVE. 60' R/W
S.C. GRID NORTH - NAD83(2011)
TMS#400-00-00-040 UNITED STATES OF AMERICA P.B. L09, Pg. 0307
TMS#400-00-00-065 CITY OF NORTH CHARLESTON P.B. L09, Pg. 0314
TMS#400-00-00-086 MERRITT PROPERTIES AT COAST, LLC P.B. L09, Pg. 0314
TMS#400-00-00-071 CITY OF NORTH CHARLESTON P.B. L09, Pg. 0314
TMS#400-00-00-058 CITY OF NORTH CHARLESTON P.B. E/, Pg. 306
TMS#502-14-00-001 BUCKEYE TERMINALS, LLC P.B. L, Pg. 040
AVENUE "B" NORTH TMS#400-00-00-072 CITY OF NORTH CHARLESTON P.B. E/, Pg. 275
PORTION OF TMS#400-00-00-065
BUILDING TO BE DEMOLISHED
BLDG. 1627
BLDG. 1605
BLDG. 1607
BLDG. 1609
BLDG. 1610
BLDG. 1611
BLDG. 1612
BLDG. 1613
BLDG. 1614
BLDG. 1615
BLDG. 1616
BLDG. 1617
BLDG. 1618
BLDG. 1619
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BLDG. 1635
BLDG. 1636
BLDG. 1637
BLDG. 1638
BLDG. 1639
BLDG. 1640
BLDG. 1641
BLDG. 1642
BLDG. 1643
BLDG. 1644
BLDG. 1645
BLDG. 1646
BLDG. 1647
BLDG.

EH x 275

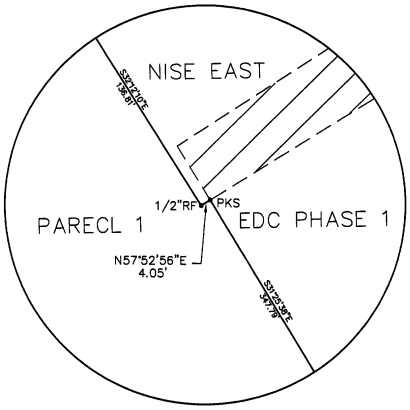
BK M 506PG113

PLANNING AND RMC USE ONLY

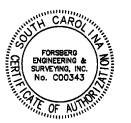
APPROVED PLAT
DATE: 7-28-2004
Planning Director
City of North Charleston

Charleston, South Carolina
Office of Register Mesne Conveyance
Plat recorded this 19 day of August, 2004 at
4:24 o'clock in Plat Book EH Page 275 and tracing cloth
copy filed in File 7 Drawer --- Folder 94 Drawing No 18
Original plat (a White Print) delivered to Young Clement Rivers

Register Mesne Conveyance



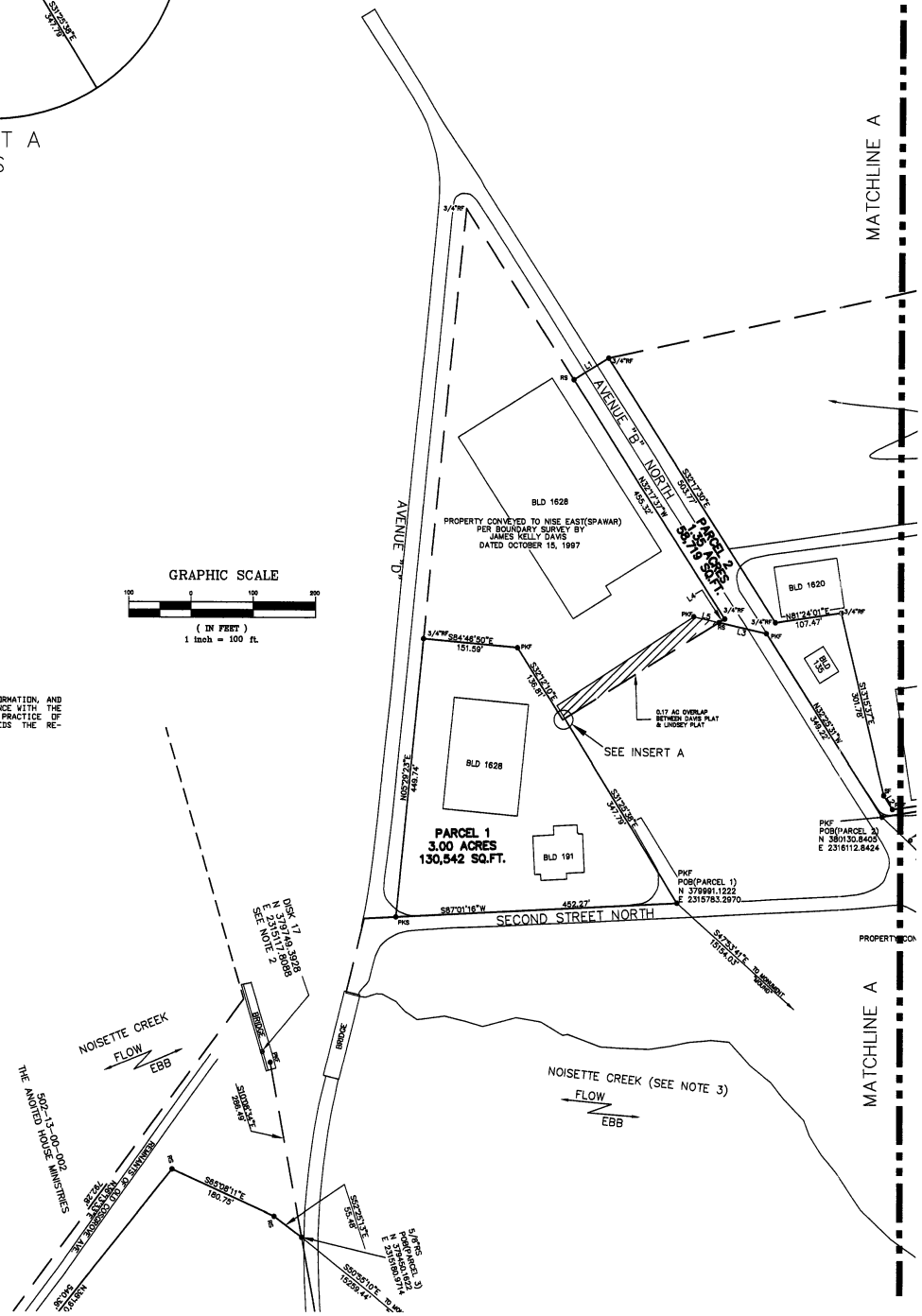
INSERT A
N.T.S



I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREIN WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS A SURVEY AS SPECIFIED THEREIN.

LEWIS SMITH MOORE, P. L. S. No. 21621 7/19/02

GRAPHIC SCALE
100 0 100 200
(IN FEET)
1 inch = 100 ft.



FORSBERG ENGINEERING AND SURVEYING, INC.
1587 SAVANNAH HIGHWAY SUITE B
P.O. BOX 30575
CHARLESTON, SOUTH CAROLINA 29417
(843) 571-2622 FAX (843) 571-8780
CIVIL ENGINEERING, SURVEYING AND LAND PLANNING

THIS SURVEY WAS ORIGINALLY DRAWN ON A 30"*42" SHEET TO MEET THE REQUIREMENTS OF SOUTHERN DIVISION NAVAL FACILITIES ENGINEERING COMMAND. IN ORDER TO MEET THE SIZE REQUIREMENTS OF THE CHARLESTON COUNTY RMC OFFICE THE SURVEY WAS REDRAWN ACCORDINGLY

DR.	DEPARTMENT OF THE NAVY NAVAL FACILITIES ENGINEERING COMMAND SOUTHERN DIVISION CHARLESTON, S.C.
DRAWN BY: LEWIS S. MOORE	
CHECKED BY: DANIEL C. FORSBERG	
SUBMITTED: CADASTRAL SERVICES WILLIAM J. HOLLING DATE 07/19/02	REAL ESTATE SUMMARY MAP CHARLESTON NAVAL BASE COMPLEX EDC III NORTH CHARLESTON, SOUTH CAROLINA
SOUTHNAVFACENGCOM	
CONCUR: DIRECTOR REAL ESTATE DIVISION ERNEST R. NELSON, JR. DATE 07/19/02	
C.O.	
APPROVED: HEAD LAND MANAGEMENT DEPARTMENT DALE C. JOHANNESMEYER DATE 07/19/02	SIZE F; CODE IDENT. NO. 80091; NAVFAC DRAWING NO. 5395310
EFD FOR COMMANDER,NAVFAC	SCALE: 1"=100' SHEET OF

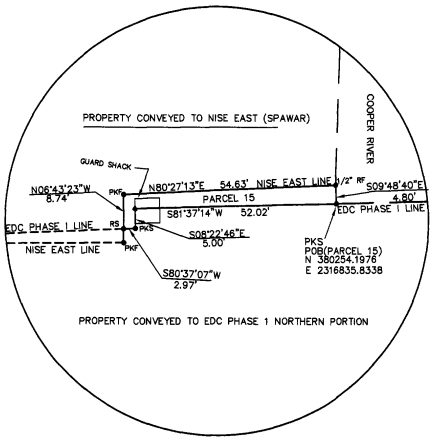
BK M 506PG114 EH x 276

FOR PLANNING AND RMC

APPROVED PLAT
DATE: 7-28-2004
Planning Director
City of North Charleston

Charleston, South Carolina
Office of Register Mesne Conveyance
Plat recorded this 19 day of August, 2004 at
4:24 o'clock in Plat Book EH Page 276 and tracing cloth
copy filed in File 7 Drawer --- Folder 94 Drawing No 19
Original plat (a White Print) delivered to Young Clement Rivers

Register Mesne Conveyance



INSERT B
N.T.S

MATCHLINE A

5/8"RS

SHORE LINE

S77°24'42"W 1112.47'

COOPER RIVER
FLOW
EBB

S05°15'17"E 606.35'

PROPERTY CONVEYED TO NISE EAST (SPAWAR)
PER BOUNDARY SURVEY BY
JAMES KELLY DAVIS
DATED OCTOBER 15, 1997

BLD 1602

N81°48'39"E 498.60'
480.11'
S80°38'44"W

0.01 AC OVERLAP
BETWEEN DAVIS PLAT
& LINDSEY PLAT

SEE INSERT B
PARCEL 15
.01 ACRES
247 SQ.FT.

S44°21'00"E 1805.73'
TO BENCHMARK "GOOD"

PIER A

DISK 18
N 380093.4466
E 2316158.8809
SEE NOTE 2

S44°20'10"E 1806.73'
TO BENCHMARK "GOOD"

PROPERTY CONVEYED TO EDC PHASE 1 NORTHERN PORTION
PER BOUNDARY SURVEY BY
W. MASON LINDSEY, JR.
DATED AUGUST 18, 2000

MATCHLINE A

DISK 17
N 379920.0074
E 2316331.1119
SEE NOTE 2

SOUTH CAROLINA
FORSBERG ENGINEERING & SURVEYING, INC.
No. C00343
CERTIFICATE OF AUTHORIZATION

SOUTH CAROLINA
REGISTERED
LAND SURVEYOR
21621
LEWIS SMITH MOORE

I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS A SURVEY AS SPECIFIED THEREIN.

7/19/02
LEWIS SMITH MOORE, P.L.S. No. 21621

FORSBERG ENGINEERING AND SURVEYING, INC.
1587 SAVANNAH HIGHWAY SUITE B
P.O. BOX 30575
CHARLESTON, SOUTH CAROLINA 29417
(843) 571-2622 FAX (843) 571-6780
CIVIL ENGINEERING, SURVEYING
AND LAND PLANNING

THIS SURVEY WAS ORIGINALLY DRAWN ON A 30"*42" SHEET TO MEET THE REQUIREMENTS OF SOUTHERN DIVISION NAVAL FACILITIES ENGINEERING COMMAND. IN ORDER TO MEET THE SIZE REQUIREMENTS OF THE CHARLESTON COUNTY RMC OFFICE THE SURVEY WAS REDRAWN ACCORDINGLY

DR	DEPARTMENT OF THE NAVY	NAVAL FACILITIES ENGINEERING COMMAND
DRAWN BY: LEWIS S. MOORE	SOUTHERN DIVISION	CHARLESTON, S.C.
CHECKED BY: DANIEL C. FORSBERG		
SUBMITTED: CADASTRAL SERVICES WILLIAM J HOLLING DATE 07/19/02	REAL ESTATE SUMMARY MAP	
SOUTHNAVFACENGCOM	CHARLESTON NAVAL BASE COMPLEX	
CONCUR: DIRECTOR REAL ESTATE DIVISION ERNEST R. NELSON, JR. DATE 07/19/02	EDC III	
C.O.	NORTH CHARLESTON, SOUTH CAROLINA	
APPROVED: HEAD LAND MANAGEMENT DEPARTMENT DALE C. JOHANNESMEYER DATE 07/19/02	SIZE F; CODE IDENT. NO. 80091; NAVFAC DRAWING NO. 5395310	
EFD FOR COMMANDER,NAVFAC	SCALE 1"=100'	SHEET OF

FOR THE CITY NORTH CHARLESTON AND CHARLESTON COUNT RMC

BK B 557PG402

APPROVED PLAT
Exempt from Section 18-22 (a) and 18-23 (a) of Subdivision Regulations
Date: 9-27-2005
ATTEST: _____
PLANNING DIRECTOR
CITY OF NORTH CHARLESTON

Charleston, South Carolina
Office of Register Meme Conveyance
Plat recorded this 19th day of October 2005 at 12:48 o'clock in Plat Book EJ Page 306 and tracing cloth copy filed in File 8 Drawer --- Folder 16 Drawing No. 41
Original plat (a White Print) delivered to Bruce Berlinsky.
Register Meme Conveyance

STATE PLANE

COOPER RIVER

FLOOD EBB

LEGEND
PKS – PK NAIL SET
RS – 5/8" REBAR SET
RF – 5/8" REBAR FOUND
FC – FENCE CORNER

INSERT "A" NTS

INSERT "B" NTS

INSERT "C" NTS

SEE INSERT "A"

SEE INSERT "B"

SEE INSERT "C"

400-00-00-040
THE UNITED STATES OF AMERICA

400-00-00-047
THE NOISETTE CO. LLC.

400-00-00-065
THE NOISETTE CO. LLC.

TMS 400-00-00-106
THE CITY OF NORTH CHARLESTON

TMS 400-00-00-110
THE RDA

TMS 400-00-00-044
THE NOISETTE CO. LLC.

TMS 400-00-00-059
THE CITY OF NORTH CHARLESTON

TMS 400-00-00-108
CITY NORTH CHARLESTON

TMS 400-00-00-048
THE NOISETTE CO. LLC.

TMS 400-00-00-073
THE NOISETTE CO. LLC.

NOISETTE CREEK

BRIDGE

PIER

FLOOD ZONE VE 15

FLOOD ZONE AE 14

FLOOD ZONE AE 13

FLOOD ZONE

SAND BOX

SIDEWALK

STAGE

HEAD WALL

PUMP STATION

ELEVATED WALL

LIGHT POLES (TYPICAL)

EXISTING PIER

EXISTING INGRESS/EGRESS EASEMENT SEE REF #8

"AVENUE D INGRESS/EGRESS EASEMENT WIDTH VARIES SEE REF #8

+/-3700' TO McMILLAN AVE.

ST. JOHNS AVE S-10-379 R/W VARIES

THE PROPERTY RUNS ALONG THE MEAN HIGH WATER LINE FROM L15-L44 SEE REF #6

THE PROPERTY RUNS ALONG THE MEAN HIGH WATER LINE FROM L47-L75 SEE REF #6

THE PROPERTY LINE BETWEEN PARCELS 400-00-00-107 & 400-00-00-058 (AKA OCRM CRITICAL LINE) IS BEING ABANDONED

THE PROPERTY LINE BETWEEN PARCELS 400-00-00-106 & 400-00-00-059 (AKA OCRM CRITICAL LINE) IS BEING ABANDONED

THE PROPERTY LINE BETWEEN PARCELS 400-00-00-106 & 400-00-00-059 (AKA OCRM CRITICAL LINE) IS BEING ABANDONED

PROPERTY LINE TO BE ABANDONED

PROPERTY LINE TO BE ABANDONED

PROPERTY LINE TO BE ABANDONED

MEAN HIGH WATER LINE

CRITICAL LINE

CRITICAL LINE SEE REF #6

NEW PROPERTY LINE

L44 IS THE NEW PROPERTY LINE

BLD 1622

BLD 1601B

NOTES AND REFERENCES:

1) THE PROPERTY IS OWNED BY THE CITY OF NORTH CHARLESTON AND THE NOISETTE CO. LLC.

2) THE TMS IS AS SHOWN FOR EACH PARCEL.

3) ACCORDING TO FLOOD INSURANCE RATE MAP 450042 PANELS 501 & 502 J DATED NOVEMBER 17, 2004 THIS PROPERTY APPEARS TO LIE IN FLOOD ZONE AE ELEVATIONS 13 & 14 AND ZONE VE ELEVATIONS 14 & 15 ALL OF WHICH ARE SPECIAL FLOOD AREAS. THE FLOOD ZONES SHOWN ON THIS MAP WERE SCALED FROM THESE MAPS.

4) THIS PLAT IS NOT INTENDED TO SHOW THE EXISTENCE OR NONEXISTENCE OF US ARMY CORPS OF ENGINEERS JURISDICTIONAL WETLANDS.

5) THE CRITICAL LINE WAS NOT SURVEYED AT THIS TIME. THE CRITICAL LINE SHOWN IS THE PROPERTY LINE AS SHOWN ON PLATS BY MASON LINDSEY AND RECORDED IN THE CHARLESTON COUNTY RMC OFFICE IN PLAT BOOK EG PAGES 133 THRU 140.

6) THE MEAN HIGH WATER WAS NOT SURVEYED AT THIS TIME. THE MEAN HIGH WATER LINE SHOWN IS TAKEN FROM A PLAT BY FORSBERG ENGINEERING DATED OCTOBER 21, 2002 AND RECORDED IN THE CHARLESTON COUNTY RMC OFFICE IN PLAT BOOK EF PAGES 988-990.

7) THE PROPERTY IS ZONED M2.

8) REFERENCE PLAT BY FORSBERG ENGINEERING DATED FEBRUARY 3, 2003 AND RECORDED IN THE CHARLESTON COUNTY RMC OFFICE IN PLAT BOOK EG PAGE 403.

9) REFERENCE PLAT BY FORSBERG ENGINEERING DATED DECEMBER 8, 2003 AND RECORDED IN THE CHARLESTON COUNTY RMC OFFICE IN PLAT BOOK EG PAGE 856.

10) PRIOR TO THIS PLAT THE ACREAGE FOR THE PARCELS WERE AS FOLLOWS:
TMS 400-00-00-107 – 3.418 ACRES (3.42 ACRES AS SHOWN ON REF#15
TMS 400-00-00-106 – 1.795 ACRES (1.80 ACRES AS SHOWN ON REF #15
TMS 400-00-00-108 – 1.653 ACRES (1.65 ACRES AS SHOWN ON REF #15
TMS 400-00-00-059 – 23.759 ACRES
TMS 400-00-00-058 – 7.659 ACRES
TMS 400-00-00-065 – 6.487 ACRES

11) THE COMBINED ACREAGE FOR TMS 400-00-00-058 AND TMS 400-00-00-107 COMBINED MINUS THE 79 SQ.FT. GIVEN TO TMS 400-00-00-065 IS 11.076 ACRES(482,488 SQ.FT.).

12) THE ACREAGE FOR TMS 400-00-00-106 AND TMS 400-00-00-059 MINUS THE ACREAGE GIVEN TO TMS 400-00-00-108 IS 25.489 ACRES(1,110,300 SQ.FT.).

13) THE NEW ACREAGE FOR TMS 400-00-00-108 IS 1.718 ACRES (74,842 SQ.FT.).

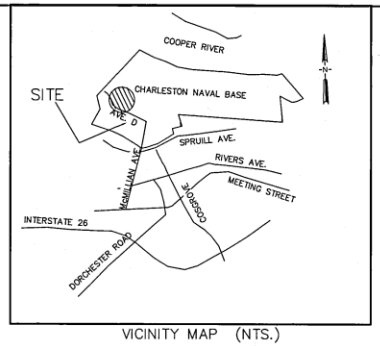
14) THE NEW ACREAGE FOR TMS 400-00-00-047 IS 6.489 ACRES.

15) REFERENCE PLATS BY FORSBERG ENGINEERING DATED OCTOBER 10, 2003 AND RECORDED IN THE CHARLESTON COUNTY RMC OFFICE IN PLAT BOOK EJ PAGES 68-78.

16) ALL PROPERTY CORNERS ARE COMPUTED UNLESS OTHERWISE NOTED.

GRAPHIC SCALE
200 0 200 400
(IN FEET)
1 inch = 200 ft.

VICINITY MAP (NTS.)



LINE TABLE		
LINE	LENGTH	BEARING
L1	309.18	S89°00'05"E
L2	113.12	S18°18'38"W
L3	113.38	S38°14'57"W
L4	416.54	S84°41'44"W
L5	782.35	N73°15'14"W
L6	73.41	S87°50'35"W
L7	51.67	S86°08'45"W
L8	74.54	N56°04'12"E
L9	61.57	N23°02'43"E
L10	496.43	S81°37'17"W
L11	509.05	N16°36'59"W
L12	71.32	N73°22'29"E
L13	402.76	N15°39'44"W
L14	212.21	S81°42'21"W
L15	24.34	S15°37'57"E
L16	99.38	S43°25'17"E
L17	135.76	S69°39'54"E
L18	132.42	S11°57'54"E
L19	150.19	S06°45'37"E
L20	126.61	S06°18'13"W
L21	159.22	S07°24'47"E
L22	114.65	S89°31'57"W
L23	198.84	N76°29'16"W
L24	109.09	N84°11'19"W
L25	80.32	N86°33'07"W
L26	97.23	S71°11'35"W
L27	79.89	S65°08'13"W
L28	56.08	S78°41'46"W
L29	89.15	N83°24'05"W
L30	175.29	N46°46'57"W
L31	78.09	N32°04'38"W
L32	150.54	N38°23'48"W
L33	99.28	N64°41'55"W
L34	175.18	N85°55'31"W
L35	57.66	N85°11'01"W
L36	31.19	N85°08'42"W
L37	30.66	N68°11'14"W
L38	53.09	S81°03'09"W
L39	75.38	N71°38'57"W
L40	48.49	N85°31'07"W
L41	58.66	N53°43'54"W
L42	41.84	N85°24'32"W
L43	27.38	N65°16'39"W
L44	7.71	N54°45'11"E
L45	123.35	S13°28'28"W
L46	9.85	N71°05'45"E
L47	14.84	S29°02'29"E
L48	109.19	S07°13'11"E
L49	97.48	S13°39'14"E
L50	79.07	S15°26'11"E
L51	89.33	S15°07'27"E
L52	96.47	S13°19'13"E
L53	86.34	S00°38'52"W
L54	134.04	S19°07'19"E
L55	121.75	S26°39'51"E
L56	198.14	S27°52'31"E
L57	161.22	S25°03'28"E
L58	122.16	S36°01'44"E
L59	123.98	S25°39'05"E
L60	91.45	S25°44'31"E
L61	113.12	N75°38'02"E
L62	116.65	N71°45'49"E
L63	76.77	N89°26'38"E
L64	277.61	N80°03'29"W
L65	167.94	N79°01'33"W
L66	85.41	N86°40'06"W
L67	137.27	S86°52'14"W
L68	123.66	S76°10'47"W
L69	136.65	N79°18'48"W
L70	301.62	N56°36'16"W
L71	166.36	N80°19'08"W
L72	160.76	N68°23'44"W
L73	198.15	N60°17'58"W
L74	55.79	N60°30'04"W
L75	53.55	N53°19'02"W
L76	33.74	N68°05'37"W
L77	53.14	N77°14'53"W
L78	503.11	S87°16'16"W
L79	5.96	S81°14'19"E
L80	17.83	S81°14'19"E
L81	85.01	S59°25'56"W
L82	11.27	S81°59'46"W
L83	35.78	S70°54'39"E
L84	13.97	N40°34'06"E
L85	45.96	N31°00'43"E
L86	11.66	N50°20'18"E
L87	15.75	S09°31'58"E
L88	57.04	S13°24'50"E
L89	372.40	S31°25'38"E
L90	21.47	S29°57'08"E
L91	25.12	S86°15'36"E
L92	657.39	N09°22'34"W
L93	25.77	S17°32'27"W
L94	19.11	S73°34'36"E
L95	372.60	S10°08'36"E
L96	55.46	S52°25'13"E
L97	180.75	S65°09'11"E
L98	540.36	N38°19'01"E
L99	62.19	N07°17'57"W
L100	680.83	N36°13'23"E
L101	47.18	N81°06'33"E
L102	138.77	S36°14'53"W
L103	93.61	S33°21'55"W
L104	45.47	S34°52'36"W
L105	49.72	S47°57'51"W
L106	111.91	S36°35'11"W
L107	51.62	S25°40'28"W
L108	256.58	N06°18'25"E
L109	1012.20	N88°32'46"E
L110	52.14	S74°13'27"E
L111	53.45	N84°11'35"W
L112	740.54	N17°06'20"W
L113	87.50	N09°23'34"W
L114	91.35	N47°19'07"E
L115	19.03	S75°15'17"W
L116	75.47	N71°58'17"E
L117	81.74	N71°55'45"E
L118	78.60	S17°24'43"E
L119	44.75	S17°54'15"E
L120	288.71	N18°03'47"W
L121	262.45	S76°56'38"W
L122	119.85	N77°55'18"W
L123	349.62	N32°25'31"W
L124	433.81	S17°31'17"E
L125	118.43	S73°16'03"E

CURVE TABLE					
CURVE	LENGTH	RADIUS	TANGENT	CHD DIR	CHORD
C1	132.79	120.83	74.00	N61°22'01"W	126.21

A PLAT SHOWING THE
PROPERTY LINE ABANDONMENT BETWEEN
TMS 400-00-00 PARCELS 058 & 107
PROPERTY LINE ADJUSTMENT BETWEEN
TMS 400-00-00 PARCELS 059 & 106
PROPERTY LINE ADJUSTMENT BETWEEN
TMS 400-00-00 PARCELS 106 & 108
PROPERTY LINE ADJUSTMENT BETWEEN
TMS 400-00-00 PARCELS 107 & 065
FORMER NAVAL BASE COMPLEX
CITY NORTH CHARLESTON CHARLESTON COUNTY, S.C.
SCALE 1"=200' SEPTEMBER 6, 2005
REVISED SEPTEMBER 22, 2005

SOUTH CAROLINA REGISTERED LAND SURVEYOR 21621 LEWIS SMITH MOORE

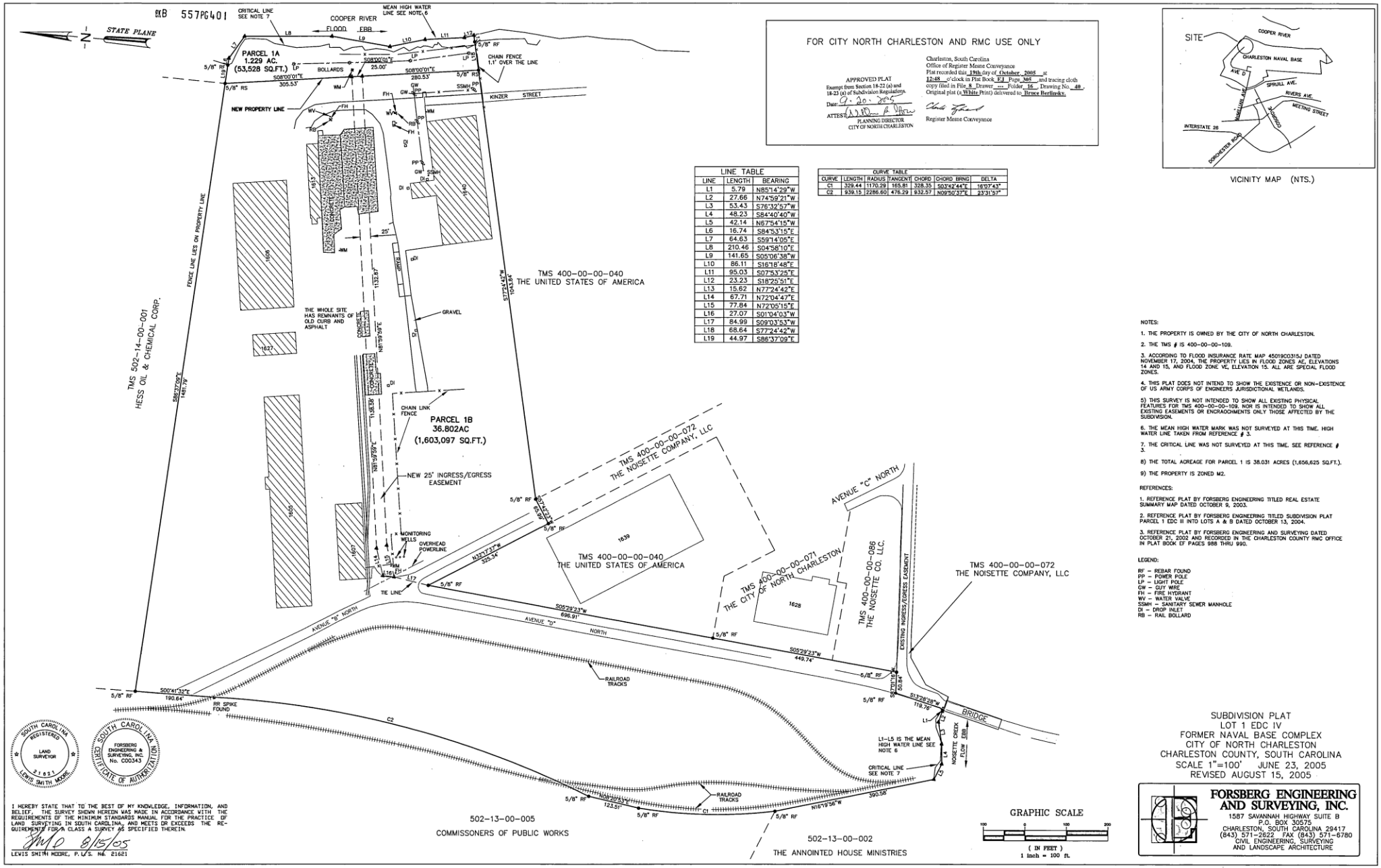
SOUTH CAROLINA CERTIFICATE OF AUTHORIZATION FORSBERG ENGINEERING & SURVEYING, INC. No. C00343

I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS A SURVEY AS SPECIFIED THEREIN.

LEWIS SMITH MOORE, P.L.S. No. 21621

FORSBERG ENGINEERING AND SURVEYING, INC.
1587 SAVANNAH HIGHWAY SUITE B
P.O. BOX 30575
CHARLESTON, SOUTH CAROLINA 29417
(843) 571-2622 FAX (843) 571-6780
CIVIL ENGINEERING, SURVEYING AND LAND PLANNING

EJ x 306



FOR CITY NORTH CHARLESTON AND RMC USE ONLY

APPROVED PLAT
Exempt from Section 18-22 (a) and 18-23 (a) of Subdivision Regulations.
Date: 9-20-2005
ATTEST: PLANNING DIRECTOR CITY OF NORTH CHARLESTON

Charleston, South Carolina
Office of Register Mesne Conveyance
Plat recorded this 19th day of October, 2005 at 12:48 o'clock in Plat Book EJ Page 305 and tracing cloth copy filed in File 8 Drawer --- Folder 16 Drawing No. 40. Original plat (a White Print) delivered to Bruce Berlinsky.
Register Mesne Conveyance

LINE TABLE		
LINE	LENGTH	BEARING
L1	5.79	N85°14'29"W
L2	27.66	N74°59'21"W
L3	53.43	S76°32'57"W
L4	48.23	S84°40'40"W
L5	42.14	N67°54'15"W
L6	16.74	S84°53'15"E
L7	64.63	S59°14'05"E
L8	210.46	S04°58'10"E
L9	141.65	S05°06'38"W
L10	86.11	S16°18'48"E
L11	95.03	S07°53'25"E
L12	23.23	S18°25'51"E
L13	15.62	N77°24'42"E
L14	67.71	N72°04'47"E
L15	77.84	N72°05'15"E
L16	27.07	S01°04'03"W
L17	84.99	S09°03'53"W
L18	68.64	S77°24'42"W
L19	44.97	S86°37'09"E

CURVE TABLE						
CURVE	LENGTH	RADIUS	TANGENT	CHORD	CHORD BRNG	DELTA
C1	329.44	1170.29	165.61	328.35	S03°42'44"E	16°07'43"
C2	939.15	2286.60	476.29	932.57	N09°50'37"E	23°31'57"

VICINITY MAP (NTS.)

NOTES:

1. THE PROPERTY IS OWNED BY THE CITY OF NORTH CHARLESTON.
2. THE TMS # IS 400-00-00-109.
3. ACCORDING TO FLOOD INSURANCE RATE MAP 45019C0315J DATED NOVEMBER 17, 2004, THE PROPERTY LIES IN FLOOD ZONES AE, ELEVATIONS 14 AND 15, AND FLOOD ZONE VE, ELEVATION 15. ALL ARE SPECIAL FLOOD ZONES.
4. THIS PLAT DOES NOT INTEND TO SHOW THE EXISTENCE OR NON-EXISTENCE OF US ARMY CORPS OF ENGINEERS JURISDICTIONAL WETLANDS.
5) THIS SURVEY IS NOT INTENDED TO SHOW ALL EXISTING PHYSICAL FEATURES FOR TMS 400-00-00-109. NOR IS INTENDED TO SHOW ALL EXISTING EASEMENTS OR ENCRAOCHMENTS ONLY THOSE AFFECTED BY THE SUBDIVISION.
6. THE MEAN HIGH WATER MARK WAS NOT SURVEYED AT THIS TIME. HIGH WATER LINE TAKEN FROM REFERENCE # 3.
7. THE CRITICAL LINE WAS NOT SURVEYED AT THIS TIME. SEE REFERENCE # 3.
8) THE TOTAL ACREAGE FOR PARCEL 1 IS 38.031 ACRES (1,656,625 SQ.FT.).
9) THE PROPERTY IS ZONED M2.

REFERENCES:

1. REFERENCE PLAT BY FORSBERG ENGINEERING TITLED REAL ESTATE SUMMARY MAP DATED OCTOBER 9, 2003.
2. REFERENCE PLAT BY FORSBERG ENGINEERING TITLED SUBDIVISION PLAT PARCEL 1 EDC III INTO LOTS A & B DATED OCTOBER 13, 2004.
3. REFERENCE PLAT BY FORSBERG ENGINEERING AND SURVEYING DATED OCTOBER 21, 2002 AND RECORDED IN THE CHARLESTON COUNTY RMC OFFICE IN PLAT BOOK EF PAGES 988 THRU 990.

LEGEND:

RF – REBAR FOUND
PP – POWER POLE
LP – LIGHT POLE
GW – GUY WIRE
FH – FIRE HYDRANT
WV – WATER VALVE
SSMH – SANITARY SEWER MANHOLE
DI – DROP INLET
RB – RAIL BOLLARD

SOUTH CAROLINA REGISTERED LAND SURVEYOR 21621 LEWIS SMITH MOORE

SOUTH CAROLINA FORSBERG ENGINEERING & SURVEYING, INC. No. C00343 CERTIFICATE OF AUTHORIZATION

I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS A SURVEY AS SPECIFIED THEREIN.

8/15/05

LEWIS SMITH MOORE, P.L.S. No. 21621

SUBDIVISION PLAT
LOT 1 EDC IV
FORMER NAVAL BASE COMPLEX
CITY OF NORTH CHARLESTON
CHARLESTON COUNTY, SOUTH CAROLINA
SCALE 1"=100' JUNE 23, 2005
REVISED AUGUST 15, 2005

FORSBERG ENGINEERING AND SURVEYING, INC.
1587 SAVANNAH HIGHWAY SUITE B
P.O. BOX 30575
CHARLESTON, SOUTH CAROLINA 29417
(843) 571-2622 FAX (843) 571-6780
CIVIL ENGINEERING, SURVEYING AND LANDSCAPE ARCHITECTURE

EJ x 305

EXHIBIT B-1

Navy Base Redevelopment District Ordinance

[Attached]

ORDINANCE #2023-010

AN ORDINANCE
CREATING NEW SECTIONS 5-4.3 AND 6-2.3 OF THE ZONING REGULATIONS OF THE CITY OF NORTH CHARLESTON TO CREATE A NEW ZONING DISTRICT KNOWN AS NAVY BASE REDEVELOPMENT DISTRICT (NBRD)

Whereas, the City of North Charleston is empowered to regulate to provide for the health, safety, and welfare of its citizens; and

Whereas, the City is statutorily authorized to pass zoning and land use regulations; and

Whereas, pursuant to a duly advertised public meeting held on January 9, 2023, it has been recommended to the Mayor and Council by the Planning Commission that the zoning text should be amended to create a new zoning district known as "Navy Base Redevelopment District" on the former Navy Base to facilitate a new mixed use zoning area appropriate for the former base; and

Now, therefore, be it ordained and enacted by the Mayor and Council that certain provisions of the Zoning Regulations, as amended, be further amended as follows in **EXHIBIT A** attached hereto and incorporated herein.

THE WITHIN ORDINANCE SHALL BE EFFECTIVE IMMEDIATELY UPON ITS RATIFICATION BY CITY COUNCIL.

Ordained in City Council this 23rd day of February, in the year of our Lord, 2023, and in the 246th year of Independence of the United States of America.

R. KEITH SUMMEY, MAYOR

APPROVED AS TO FORM:

LEGAL COUNSEL

ATTEST:

COURTNAY HEYWARD, MUNICIPAL CLERK

NORTH CHARLESTON CITY COUNCIL
AGENDA ITEM

Meeting of February 23, 2023

DATE:	January 10, 2023
ITEM TITLE:	An Ordinance Creating New Section 5-4.3 of the Zoning Regulations of the City of North Charleston to Create a New Zoning District Known as Navy Base Redevelopment District (NBRD) and New Section 6-2.3 Navy Base Redevelopment District Design Standards
SUBMITTED BY:	Planning Commission
CONTACT PERSON:	Megan Clark, Planning Division Director, (843) 740-2617

SUMMARY EXPLANATION:

As ownership has changed and new plans are being developed for the former Navy Base, the current planned development district zoning, known as the Navy Yard at Noisette Planned Development (PD), is out-of-date. The City is proposing a new zoning district to be known as the "Navy Base Redevelopment District" (NBRD).

The NBRD zoning is modeled after the existing PD and CRD zoning districts and creates a zoning district that facilitates the redevelopment of the former Navy Base to establish a mixed-use urban area that will provide office, retail, entertainment, civic, and public uses, as well as a variety of urban housing choices for the region.

The proposed zoning district outlines and provides regulations for the following:

- Permitted, Conditional, and Prohibited Uses – Multi-family, commercial, and industrial uses are permitted (some with conditions); and heavy industrial, single-family, and highway-oriented uses are prohibited
- Design Standards – Setbacks, height, utility placement, orientation, landscaping, lighting, and other standards are proposed to create an urban environment while also protecting the existing character and historic areas of the former Navy Base
- Density – No density maximum is proposed and a minimum lot width of 14' is proposed for maximum flexibility
- Street Standards and Streetscaping – Requirements for sidewalks, curbing, street trees, and street scaping elements such as trash receptacles, planters, bicycle racks, etc., are proposed
- Signage - Standards for wall, projecting, multi-tenant, and temporary banners are proposed

At the public hearing at the Planning Commission meeting, there were four (4) speakers. Their concerns ranged from public river access to protection for pedestrians, infrastructure upgrades and historical markers.

STAFF RECOMMENDATION:

Approval

BOARD, COMMISSION, COMMITTEE RECOMMENDATIONS:

The Planning Commission held a public hearing on January 9, 2023, and voted unanimously to recommend approval of the proposed amendment (6-0-0).

COUNCIL COMMITTEE RECOMMENDATION:

On February 16, 2023 the Public Safety Committee voted unanimously to approve the Ordinance as presented.

COUNCIL ACTION:

Mayor Summey stated that without objection, this item will be referred to the Public Safety Committee on February 16, 2023 for further review and a recommendation.

Exhibits

Resolution _X_ Ordinance ___ Contract ___Minutes _X_ Plan/Map ___ Transfer of Funds _X_ Other

EXHIBIT A

Section 5-4.3. - NBRD, Navy Base Redevelopment District:

Is the intent of this section that the Navy Base Redevelopment district be established to facilitate the redevelopment of the former navy base and establish a mixed-use urban area that will provide office, retail, entertainment, civic, and public uses, as well as a variety of urban housing choices for the region. This zoning district is appropriate for the parcels comprising the former Charleston Naval Base.

(a) *Permitted uses:* All uses shall be permitted in the NBRD, other than those specified in section 5-4.3(c).

(b) *Conditional uses:* The following uses shall be permitted in any NBRD zoning district subject to the stated conditions:

1. Off-street parking as a principal use for providing for public parking, private parking or parking in conjunction with other permitted uses provided that surface parking meets all setback requirements;

2. Private parking structures subject to the stated conditions:

(i) *Active uses:* Private parking garages must satisfy one of the following conditions:

a. At least seventy-five (75) per cent of the ground floor frontage along a street or designated pedestrian way consisting of active uses other than parking, such as offices, hotel, multi-family units, retailing, services and entertainment; or

b. A minimum of two floors of multi-family residential units are provided for each garage level located below the residential floors.

(ii) *Exterior surface:*

a. The exterior surface materials and structures of the garage must be compatible with the main structure.

b. Façade length and height must be limited so as not to create large blank walls without the benefit of architectural relief and landscaping. No more than 25% of the structure shall be unadorned. Internal parking structures built as initial phase prior to liner buildings will be required to have green walls or buffer landscaping until later phases are implemented.

c. Incorporate, at a minimum, an equal portion of vertical and horizontal architectural elements.

d. Incorporate art or architectural detail into the structure's façade in order to maintain an active and interesting streetscape.

(iii) *Entrances and exits:* The location of parking structure entrances and exits must be planned so as to have the least impact on residential streets, busy intersections and pedestrian areas.

3. Pharmaceutical manufacturing; construction contractors; and flex facilities containing a combination of office and any one or more of the following uses: warehouse, distribution, and/or showroom facilities; are permitted subject to the following conditions:

    (i) The warehouse shall be no more than 7,500 square feet and the warehouse space must be fully contained in the same building as the principal use.

    (ii) The total warehouse space shall not exceed seventy-five (75) per cent of the combined gross floor area of the warehouse space and the office use.

    (iii) The warehouse space, loading docks or zones, and any roll up doors shall not be oriented to the front elevation and/or adjacent right-of-way. Additionally, no loading docks or zones shall be oriented toward adjacent single-family use or zoning.

    (iv) There shall be no outdoor storage areas associated with the use. Parking of company vehicles (up to Class IV vehicle and no heavy construction equipment) shall be located in the rear of the property, screened by an eight-foot opaque fence or wall.

    (v) No new building elevation constructed of unadorned concrete masonry units or corrugated and/or sheet metal shall front upon any existing public or private rights-of-way.

4. Drive-Thrus: Drive-thrus shall be out of the viewshed from the public right-of-way; and vehicle queuing and circulation shall not impact the pedestrian realm.

(c) *Prohibited uses:*

1. Establishments engaged in the construction, repair or demolition of buildings, streets, water and sewer systems, bridges and similar construction; such as building, electrical, heating, air conditioning, heavy construction, paving and earth moving operations;
2. Highway oriented uses, including car washes, gas stations, auto repair establishments (including boat and truck repair), tire retreading establishments, paint and body shops, and establishments selling used and new cars, motorcycles, boats, trailers, recreational vehicles, manufactured homes, farm and industrial equipment, and car and truck rentals;
3. Dwellings, single-family;
4. Manufactured homes and parks;
5. Fireworks sales facilities;
6. Crematoria;
7. Boat/RV storage lots;
8. Freight terminals and depots, container storage, storage for portable temporary storage units;
9. Tow yards;

10. Bulk storage of petroleum or any products thereof;
11. Transportation facilities incidental to and required for such uses including railroad yards and docks;
12. Open storage of junk or salvage materials or processing or recycling of such materials;
13. Open storage or processing of solid bulk materials, such as gravel, crushed stone, and sand;
14. Sexually-oriented businesses;
15. Any industrial use, plus operations incidental to such use, which involves manufacturing, processing, and/or assembly which is likely to emit or cause any noise, vibration, smoke, gas, fumes, odor, dust, fire hazard, dangerous radiation or other injurious or obnoxious conditions sufficient to be likely to create a nuisance beyond the premises.

Section 6-2.3. Requirements in NBRD, Navy Base Redevelopment District:

Prior to submission of applications for building permits, site work permits, and/or plats, an applicant must first submit a concept plan for staff review and subsequent discussion. The concept plan shall include all streets, stormwater, parking, and overall land use layout to ensure consistency with overall NBRD district intent.

(a) *Building placement and setbacks.*

1. All streets in the NBRD shall be platted with frontages designated either as Build to the Front Property Line or Build to the Front Set Back Line, as noted in the below design standards chart. These lines will be established at the time of preliminary plat submittal and shall be shown on the recorded plat. On corner lots, the accessory buildings along a street frontage must conform to the building placement requirements for that street.

Street Name	Front Build-to Line	Side and Rear Setbacks *
Noisette Boulevard	46 – 56 feet from street center line	10 feet
All other streets	30 – 35 feet from street center line	10 feet

2. Any building or structure shall be constructed so that a minimum of 80% of the lot frontage is occupied by a building façade that abuts the front property line or the front set-back/build-to line. Building façade indentations or extensions which are part of the building's architectural design shall count toward the minimum 80% lot frontage requirement. The remaining 20% of the lot frontage abutting the front property line shall be occupied by an appropriate screen wall, as described in Section (c)2 below.

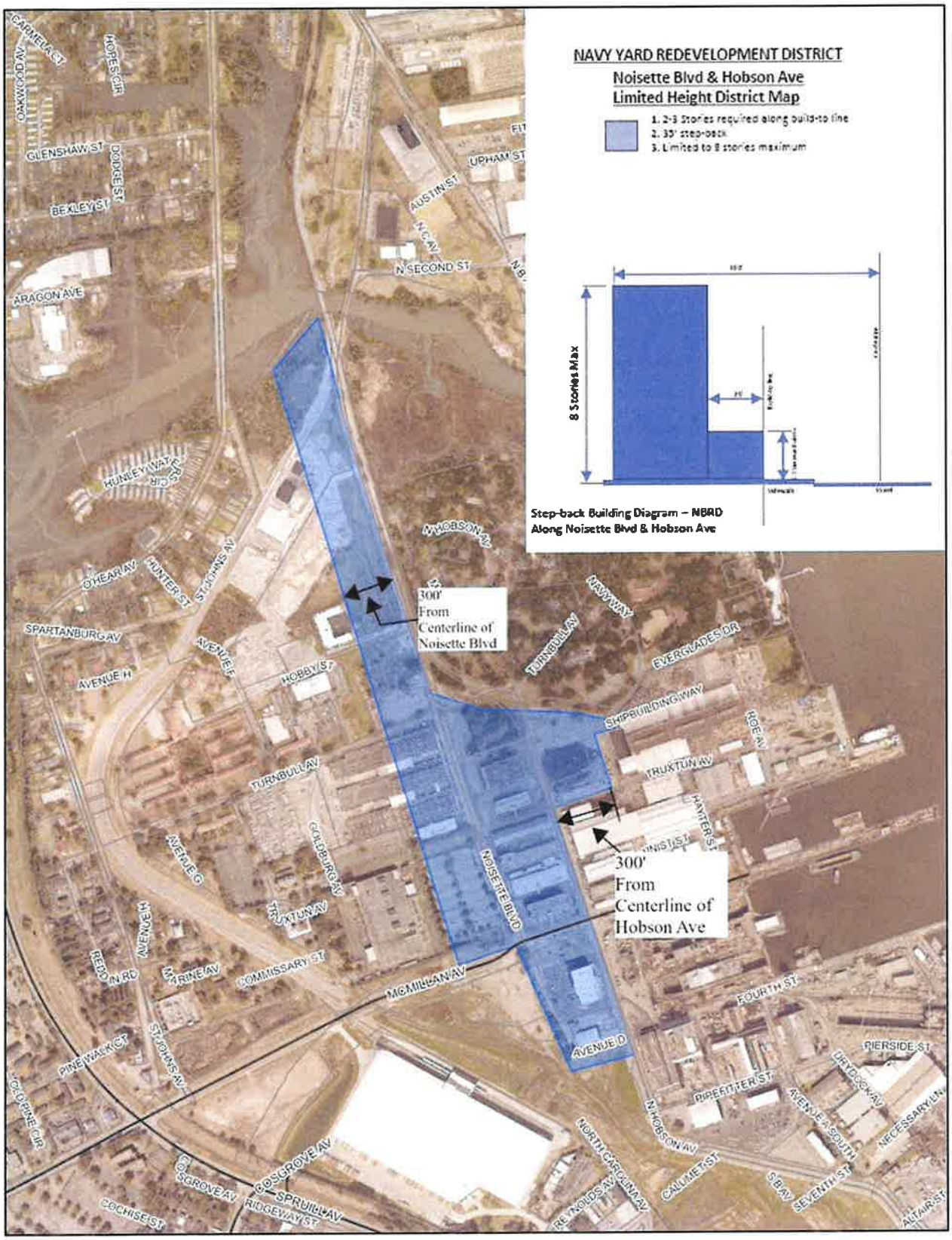
   On a corner lot the building facades shall occupy at least 80% of the frontage on the primary street and no less than 25% on the secondary street with the remainder of the frontage on the secondary street being occupied by an appropriate screen wall, as described in Section (c)2 below.

   On a corner lot, the abutting building frontages must extend to the corner or have a corner entrance.

   Stoops and open porches, bay windows, and balconies may extend up to 4 feet into the right of way, with an encroachment permit from the City, provided at least 5 feet of clear sidewalk passage remains.

(b) *Building height:*

In order to protect the character of the Charleston Navy Yard Historic District, as listed on the National Register of Historic Places, a height district is established as shown in the below map:


NAVY YARD REDEVELOPMENT DISTRICT
Noisette Blvd & Hobson Ave
Limited Height District Map
1. 2-3 Stories required along build-to line
2. 35' step-back
3. Limited to 8 stories maximum
8 Stories Max
Step-back Building Diagram – NBRD
Along Noisette Blvd & Hobson Ave
300' From Centerline of Noisette Blvd
300' From Centerline of Hobson Ave
N HOBSON AV
NOISETTE BLVD
AVENUE D
AVENUE E
AVENUE F
AVENUE G
AVENUE H
AVENUE I
AVENUE J SOUTH
TURNBULL AV
HOBBY ST
SHIPBUILDING WAY
TRUXTUN AV
GOLDBURG AV
COMMISSARY ST
MCMILLAN AV
FOURTH ST
RIVERSIDE ST
PIPEFITTER ST
DRYDOCK AV
NECESSARY LN
NORTH CAROLINA AV
CALHOUN ST
SEVENTH ST
ALTAIR ST
REYNOLDS AV
COSGROVE AV
SPRUILL AV
RIDGEWAY ST
COCHISE ST
PINE WALK CT
COLUMBINE CIR
REDDIN RD
MARINE AV
ST JOHNS AV
HUNLEY WAY
SPARTANBURG AV
O'HEAR AV
HUNTER ST
ARAGON AVE
GLENSHAW ST
DODGE ST
BEXLEY ST
OAKWOOD AV
CARMELA CT
HOPESIGN
AUSTIN ST
N SECOND ST
UPHAM ST
NAVY WAY
EVERGLADES DR
TRUXTUN AV
HANTER ST

(c) *Landscaping, Fences, and Walls:*

1. A landscape plan must be submitted and approved prior to the issuance of any permits. The landscape plan must meet the requirements below:

    a. No buffers shall be required.

    b. Any proposed landscaping of the structure shall consist of native species that are complementary to the streetscape and surrounding development.

2. Fences or walls of 3'6" to 8'0" are required on un-built portions of Build to- Set-back Lines or Build to Front Property Lines on street frontages

    a. Chain-link fencing is prohibited, as well as mesh and tarp.

    b. Fences and walls which face adjacent commercial properties or can be seen from the right-of-way: Façades in excess of fifteen (15) feet in length shall be adorned with either vegetative growth (vertical gardens or green walls must remain green throughout the year), decorative elements, or artistic murals, so long as the mural is not a sign or advertisement.

(d) *Street standards*:

1. Street trees are required in order to contribute to the definition of the streetscape and will be selected to create a street canopy that provides effective shade for pedestrians and vehicles. They will be planted to provide separation of the sidewalk from the street curb. A canopy tree with a minimum caliper of six inches shall be planted every 50 feet within the right-of-way. Species such as Southern Red Oak, Live Oak, Willow Oak, Elm varieties, and Nuttall oaks shall be used, with tree types to be consistent within each block and evenly spaced, with exceptions made for curb cuts, utilities, and other obstructions. In a park setting, trees may be planted on the subject parcel if requested by the applicant for design flexibility at the ratio of one tree per 50 feet of street frontage.
2. All streets shall have a minimum four-inch vertical curb.
3. Sidewalks are required along all streets as follows:
    a. Noisette Boulevard: Ten feet, both sides.
    b. All other streets: Five feet, both sides.

    During concept review, wider sidewalks may be required by staff.
4. To the extent practicable, utility services shall be located in rear alleys.

(e) *Parking:*

1. Parking shall not be located between a structure and a street.
2. Parking standards for the NBRD Zoning District shall be as per the chart below:

RESIDENTIAL – MULTIFAMILY	OFFICE/COMMERCIAL/ RETAIL	ENTERTAINMENT

Alley access typical. Minimum one car parking on site required.	Alley access, internal surface lots, parking garage. 2 spaces per 1000 GSF (1/500sf). Parking requirements may be met by combination of on-site parking and shared parking in a public parking facility located within a radius of 1,320 feet of the parcel.	Alley access, internal lots, parking garage, one per 50 seats for non-fixed seating, one per 4 seats of fixed seating. Parking requirements may be met by combination of on-site parking and shared parking in a public parking facility located within a radius of 1,320 feet of the parcel.

3. Uses not specified in the table above shall default to the zoning regulations' prevailing parking standards.
4. On-street parking created as a part of the project may be counted toward the project's required parking.

(f) *Connectivity:* In all cases, ease of pedestrian access between proposed developments and adjacent developments shall be required in the development of a proposed project's site and circulation plans and include pedestrian connectivity, both internally and externally to the site. Each parcel shall be developed with the intention to create a harmonious connection to the neighboring developments, whether preparing to connect with a future development or to tie into the connections that were created by the adjacent parcels' previous development.

(g) *Open spaces*: For all commercial uses, a minimum of three (3) per cent of the development acreage shall be designed and utilized as open space and/or parks in the form of active and passive parks, plazas, or public gathering spaces for any development project.

(h) *Architectural character:* Buildings, walls, and fences should be designed to complement the architectural character of the adjacent buildings, including materials, window patterns and spacing, ornamentation, orientation, and scale.

(i) *Utilities:* All utilities, including, but not limited to electric utilities, telecommunications, fiber, or cable providers, shall be placed underground. All junction and access boxes shall be screened with sufficient evergreen vegetation so as to obscure them from view. All small wireless facilities shall utilize concealment elements, and disguised as a hardscaped or softscaped amenity, such as benches; flower boxes, or decorative poles when located in or adjacent to any rights-of-way. All utility pad features and meters shall be shown on the site plan and are subject to building setbacks.

(j) *Lighting:*

1. All lighting sources, with the exception of parking area pole-mounted light fixtures, shall be shielded in order to avoid glare. Under no circumstances shall light sources be visible. Up-lighting of significant trees is strongly encouraged as is landscape

lighting along walks, paths, and at plazas.

2. Architectural light fixtures and poles should blend with the architecture of the buildings. Pole-mounted fixtures are limited to poles of a maximum of fourteen to sixteen (14 -16) feet in height. Fixtures and the poles on which they are to be mounted shall be consistent in their appearance throughout the district.

(k) *Streetscapes:*

1. Retail spaces located on ground floors must include a minimum of three (3) out of the six (6) items listed below:
    (i) Storefront windows (for merchandise on display which increases pedestrian interest)
    (ii) Stores accessible by pathways through the right-of-way
    (iii) Pedestrian-scale lighting
    (iv) Projecting signs, hanging signs, sandwich boards, corner signs, creative advertising
    (v) Flags and banners
    (vi) Sidewalk displays
2. Commercial properties must incorporate greenscapes (environmentally beneficial landscape techniques) through the inclusion of a minimum of one (1) of the four (4) items listed below:
    (i) Incorporate greenscaped passageways that invite people to walk and experience a livable urban environment
    (ii) Create park like nooks along buildings
    (iii) Install fountains/water features, sculptures, private gathering spots
    (iv) Create garden art via topiaries or planters (stand alone or wall mounted)
3. Projects must include street furniture along streets by installing a minimum of three (3) out of the five (5) items listed below. All site and street furnishings shall be of commercial grade. Submit pictures and color samples for approval.
    (i) Trash receptacles
    (ii) Bicycle racks or storage facilities
    (iii) Benches, tables, chairs, joggling boards
    (iv) Cigarette disposal stations, pet watering stations, water fountains
    (v) Potted plants or planter boxes

(l) *Signage:* All signs shall meet the minimum size and height requirements specified below:

1. Wall signs and window signs (commercial): One (1) square foot of wall and window signage combined will be permitted per each linear foot of building frontage, along the entirety of the building's orientation, up to and not exceeding fifteen (15) per cent

of the area of the building façade on which the sign is to be displayed. Window signage shall not exceed twenty-five (25) per cent of the window area.

(i) The area of a sign shall be the total area within the smallest square, circle, rectangle, triangle or combination thereof that will encompass the extreme limits of the writing, representation, emblem, or other display, together with the total area of any material or color forming an integral part of the background of the display or used to differentiate the sign from the backdrop or structure against which it is placed, but not including any supporting framework, bracing or decorative fence or wall

(ii) Area of each panel individually shall be calculated and added together to determine the total sign area

(iii) A maximum of three building signs shall be permitted for each business establishment on the ground floor. A maximum of two building signs shall be allowed for each second-level and third-level business establishment having a façade that faces a street. For purposes of this section, "second-level and third-level" means those building floor levels immediately above sidewalk-level. The combined area of these permitted building signs shall not exceed fifteen percent of the total area of the wall of the front of each said business establishment, and in no case shall any individual sign exceed 200 square feet. Notwithstanding these provisions, every business establishment shall be entitled to at least 60 square feet total combined sign area.

(iv) Building Signs on Corner Lots: For corner lots, one additional building sign for the business establishment occupying the corner space shall be permitted, provided it is oriented toward the additional street frontage. The total area of said sign shall not exceed ten percent of the total area of the wall of said building occupied by such business establishment and oriented toward the additional street frontage, or 60 square feet, whichever is less.

(v) Multi-Tenant Signs: In addition to the signs otherwise authorized in this section, buildings with three or more tenants shall be permitted one single building sign. Said sign shall be erected as a wall sign and shall not exceed 100 square feet in sign area. Where a building with three or more tenants faces two or more streets, two such multi-tenant signs shall be authorized provided that each is oriented toward a different street.

2. Projecting signs:

(i) Any use other than residential activities may display one projecting sign adjacent to each street, highway, freeway, or off-street parking area on which it has frontage.

(ii) Projecting signs may not exceed sixty-five (65) square feet in area.

(iii) A use may display both ground and projecting signs if no more than one of these signs is more than twelve (12) square feet in area.

(iv) Projecting signs must clear public sidewalks by at least nine (9) feet and may project no more than three (3) feet from a building or one-third (1/3) the width of the sidewalk, if any, whichever is less. Any encroachment greater than three feet shall require an encroachment permit from the Department of Public Works.

(v) Projecting signs must be pinned away from the wall at least six (6) inches and must project from the wall at an angle of ninety (90) degrees.

(vi) Projecting signs may not extend vertically above the windowsill of a second story.

3. Building Signature Signs:

(i) A wall sign, erected on a building four or more stories in height and actually occupied by a principal occupant shall be considered a building signature sign. For purposes of this section, no part of a parking deck shall be used in calculating the height of a building.

(ii) Only one building signature sign shall be allowed on any side elevation of the building and further provided that no building shall contain more than one such sign per side elevation.

(vi) Building signature signs are allowed only on buildings four or more stories in height provided no part of such sign shall extend above the top of the building.

(vii) The area of a building signature sign shall not exceed five percent of the area of the wall to which it is affixed, and shall not be included in computing the total area of signage imposed for other signs.

(viii) Building signature signs shall be allowed only for an owner or principal occupant, defined as a building owner or tenant who occupies a minimum of 25 percent of the floor space, or 100,000 square feet of the floor space, of a specific building that is available for occupancy. Any lease for the required amount of floor space is to be for a period of not less than five years. Changes in ownership or occupancy that result in non-compliance with this chapter shall require the removal of the subject sign.

(ix) An applicant seeking permission to erect a building signature sign shall provide notarized documentation that it has an ownership interest in the building or that it meets the conditions required to be considered a principal occupant and has permission from the owner to make the application. In determining the level of ownership necessary to qualify as an owner, the city presumes, based on the documentation required to be produced, that the applicant has made such arrangements with other claiming ownership interest as may be necessary to allow the

applicant to claim that it may apply for the sign as an owner.

4. Other sign provisions:

   (i) Internally lit plastic signs are prohibited.

   (ii) No exposed raceways, ballast boxes, sign cabinets, or electrical transformers shall be permitted.

   (iii) Sign company names or stamps shall be concealed inside the sign cabinets. Internal sign cabinet illumination is not permitted; instead use ground or building lighting.

   (iv) Raised or relief letters, logos, graphics, or any other relief shapes may be acceptable solutions to further add dimensions to the sign face.

   (v) Neon signs will be considered when appropriate to the building design and business function.

   (vii) Attached banner signs that are a temporary sign of cloth, plastic, paper or similar nonrigid material attached to any structure and anchored on two or more edges or at all four corners are permitted up to a maximum of fifty (50) square feet per structure, in addition to other wall/window/projected signage permitted.

   (viii) Illustrations on buildings that contain no references to products or services, otherwise known as murals, shall not be considered signs.

   (ix) All other signs, including, but not limited to monument and portable signs, shall follow Section 8-11, Signs Permitted in Commercial and Industrial Districts

4. Temporary signage:

   (i) One construction sign is permitted per commercial project.

   (ii) The sign may denote the following: project rendering, project logo (if applicable, broker or contractors' logos will not be permitted), project name, tag line of project (if applicable), owner, architect, builder, landscape architect, engineer, financial institution, "For Information", website of project (if applicable, brokers' information will not permitted), phone number, or other pertinent information about the project will be permitted during construction.

   (iii) The construction sign shall not exceed 32 square feet in area.

   (iv) Permits to be displayed during construction shall be attached to the backside of the construction sign.

   (v) Additional individual signs for sub-contractors, material suppliers and lending institutions will not be permitted.

   (vi) Temporary signage will be allowed for new businesses to NBRD properties. Temporary signage will be allowed for a maximum of 60

days from the approval date. Temporary signage should not obstruct views from passing cars.

4. Maintenance of signs: Any signs not meeting the following provisions shall be maintained, repaired, or removed within thirty (30) days after receipt of notification by the Zoning Inspector or his/her designee:

    (i) The area around the sign shall be properly maintained and clear of brush, trees and other obstacles around the sign that may obscure the sign face so as to make sign face readily visible.

    (ii) All inoperable lighting or damaged panels must be repaired or replaced.

    (iii) All sign copy shall be maintained securely to the face and all missing copy must be replaced.

    (iv) All signs shall be maintained in a structurally safe condition.

(m) *Applicability*. Where the requirements of this subsection conflict with the requirements, conditions, or permits of other regulatory agencies or utility providers, the zoning administrator may (but shall not be required to) administratively permit a reasonable modification without the necessity of a variance being obtained.

EXHIBIT B-2

Rezoning Ordinance

[Attached]

ORDINANCE #2023-011

AN ORDINANCE
REZONING 89 PROPERTIES ON THE FORMER NAVY BASE (WITH THE TMS IDENTIFYING NUMBER LISTED ON APPENDIX A ATTACHED HERETO), FROM CRD, COMMERCIAL REDEVELOPMENT; M-1, LIGHT INDUSTRIAL; M-2, HEAVY INDUSTRIAL; AND PD, PLANNED DEVELOPMENT (NAVY YARD AT NOISETTE); TO NBRD, NAVY BASE REDEVELOPMENT

WHEREAS, the City of North Charleston is empowered to regulate to provide for the health, safety, and welfare of its citizens; and

WHEREAS, the City is statutorily authorized to pass zoning and land use regulations; and

WHEREAS, TMS #400-00-00-048 is currently zoned CRD, Commercial Redevelopment; and

WHEREAS, TMS #400-00-00-216 is currently zoned M-1, Light Industrial; and

WHEREAS, TMS #400-00-00-073 is currently zoned M-2, Heavy Industrial, and

WHEREAS, TMS #s 400-00-00-040, -044, -045, -047, -050, -052, -053, -054, -055, -057, -058, -059, -060, -061, -062, -065, -066, -071, -072, -074, -086, -109, -111, -117, -118, -127, -129, -142,
-155, -160, -161, -164, -170, -171, -172, -175, -176, -177, -178, -183, -184, -185, -186, -187, -188, -192, -208, -209, -210, -211, -216, -217, -218, -219, -221, -222, -223, -224, -229, -230, -231, -232, -233, -238, -239, -240,-241, -242, -243, -244, -245, -246, -249, -250, -251, -252, -253, -254, -255, -256, -257, -258, -259, -561; and 469-12-00-036 and -392 are currently zoned PD, Planned Development (Navy Yard at Noisette); and

WHEREAS, the Comprehensive Plan's Future Land Use Map designation for these parcels is "Traditional Neighborhood Development" and "Employment Center"; and

WHEREAS, the Planning Commission of the City of North Charleston has considered the request for the change of the Zoning Classification of the properties and made a recommendation to City Council.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH CHARLESTON, IN COUNCIL DULY ASSEMBLED, THE OFFICIAL ZONING MAP OF THE CITY OF NORTH CHARLESTON IS AMENDED AS FOLLOWS:

> **The parcel identified as Charleston County TMS #400-00-00-048 is rezoned from CRD, Commercial Redevelopment, to NBRD, Navy Base Redevelopment; the parcel identified as Charleston County TMS #400-00-00-216 is rezoned from M-1, Light Industrial, to NBRD, Navy Base Redevelopment; and the parcel identified as Charleston County TMS #400-00-00-073 is rezoned from M-2, Heavy Industrial; to NBRD, Navy Base Redevelopment; and the parcels identified as Charleston County TMS #s 400-00-00-040, -044, -045, -047, -050, -052, -053, -054, -055, -057, -058, -059, -060, -**

061, -062, -065, -066, -071, -072, -074, -086, -109, -111, -117, -118, -127, -129, -142, -155, -160, -161, -164, -170, -171, -172, -175, -176, -177, -178, -183, -184, -185, -186, -187, -188, -192, -208, -209, -210, -211, -216, -217, -218, -219, -221, -222, -223, -224, -229, -230, -231, -232, -233, -238, -239, -240,-241, -242, -243, -244, -245, -246, -249, -250, -251, -252, -253, -254, -255, -256, -257, -258, -259, -561; and 469-12-00-036 and -392 are rezoned from PD, Planned Development (Navy Yard at Noisette), to NBRD, Navy Base Redevelopment.

THE WITHIN ORDINANCE SHALL BE EFFECTIVE IMMEDIATELY UPON ITS RATIFICATION BY CITY COUNCIL.

Ordained in City Council this 23rd day of February, in the year of our Lord, 2023, and in the 246th year of Independence of the United States of America.

R. KEITH SUMMEY, MAYOR

APPROVED AS TO FORM:

LEGAL COUNSEL

ATTEST:

COURTNAY HEYWARD, MUNICIPAL CLERK

NORTH CHARLESTON CITY COUNCIL
AGENDA ITEM

Meeting of February 23, 2023

DATE: January 10, 2022

ITEM TITLE: An Ordinance Rezoning 89 Properties on the Former Navy Base from CRD, Commercial Redevelopment; M-1, Light Industrial; M-2, Heavy Industrial; and PD, Planned Development (Navy Yard at Noisette); to NBRD, Navy Base Redevelopment (Council Districts 7 & 10)

SUBMITTED BY: Planning Commission

CONTACT PERSON: Megan Clark, Planning Division Director, 843-740-2617

SUMMARY EXPLANATION:

1. As ownership has changed and new plans are being developed for the former Navy Base, the current zoning, known as the Navy Yard at Noisette Planned Development (PD), is out-of-date. The City is proposing a new zoning district to be known as the "Navy Base Redevelopment District," to which the subject properties are proposed to be rezoned.
2. The intent of the new Navy Base Redevelopment district is to facilitate the redevelopment of the former Navy Base and establish a mixed-use urban area that will provide office, retail, entertainment, civic, and public uses, as well as a variety of urban housing choices for the region. This zoning district was specifically developed for the parcels comprising the former Charleston Navy Base.
3. The future land use designation of 81 of the parcels is "Employment Center", with eight (8) of them having a designation of "Traditional Neighborhood Development" within the Riverfront Park area and adjacent to the Olmsted PD. The surrounding properties to the north and south are designated "Employment Center", and the properties within the Olmsted PD and to the western edges of former base are designated 'Traditional Neighborhood Development".
4. The proposed Navy Base Redevelopment District allows a mixture of commercial, residential (multi-family), and industrial uses, similar to the existing uses on the properties. After a review of the current land uses and business licenses for these parcels, staff finds there are two businesses that are existing heavy industrial users, that would become a legal, nonconforming use, and thus could continue to operate indefinitely provided: (a) their business license is current, renewed annually, reflects the actual use of the property, and has not been revoked; (b) power service to the site is active (or has been in the preceding six months); and (c) the use is not expanded (building additions or new buildings).

At the public hearing at the Planning Commission meeting, there were no speakers.

STAFF RECOMMENDATION:

As the proposed zoning is consistent with the mixed uses of the current zoning, as well as the support of the Comprehensive Plan's Future Land Use Map designations of "Employment Center" and "Traditional Neighborhood Development", **staff recommends approval of the rezonings from CRD, M-1, M-2, and PD to NBRD.**

BOARD, COMMISSION, COMMITTEE RECOMMENDATIONS:

The Planning Commission held a public hearing on January 9, 2023, and voted to recommend approval of the rezoning (6-0-0).

COUNCIL COMMITTEE RECOMMENDATION:

On February 16, 2023 the Public Safety Committee voted unanimously recommended approval of the Ordinance as presented.

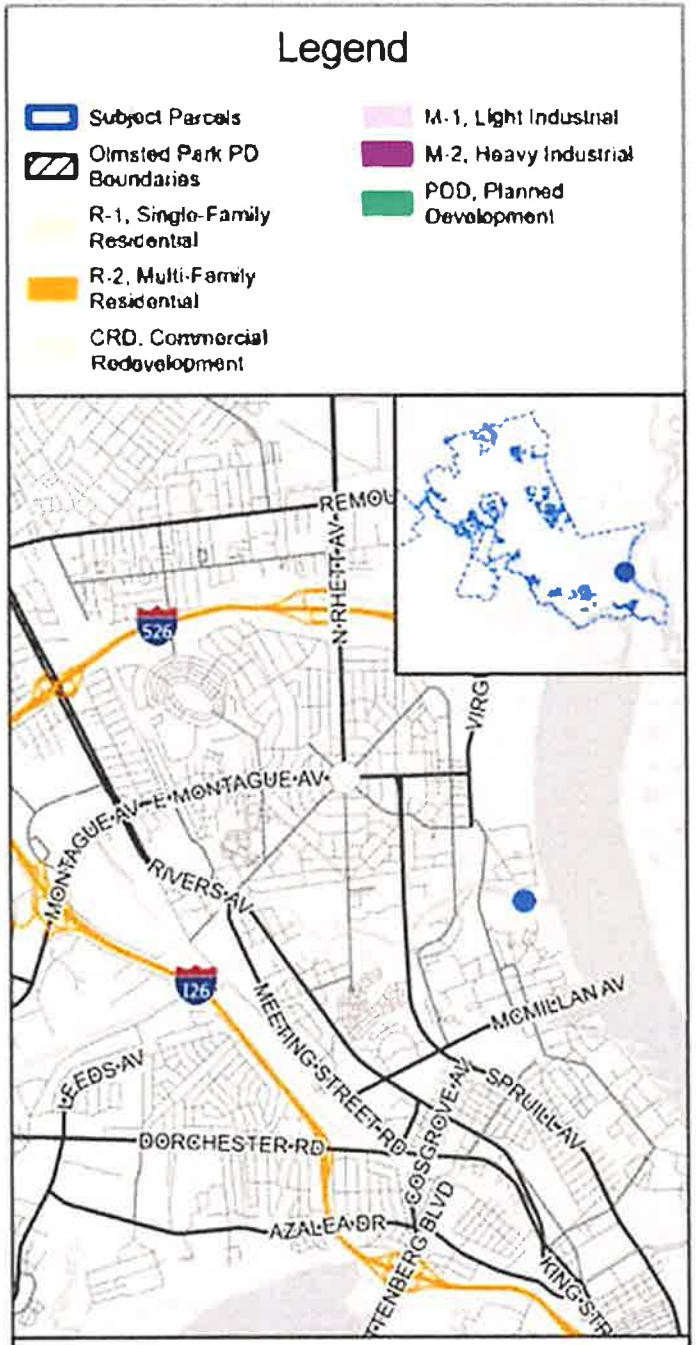
COUNCIL ACTION:

Mayor Summey stated that without objection, this item will be referred to the Public Safety Committee on February 16, 2023 for further review and a recommendation.

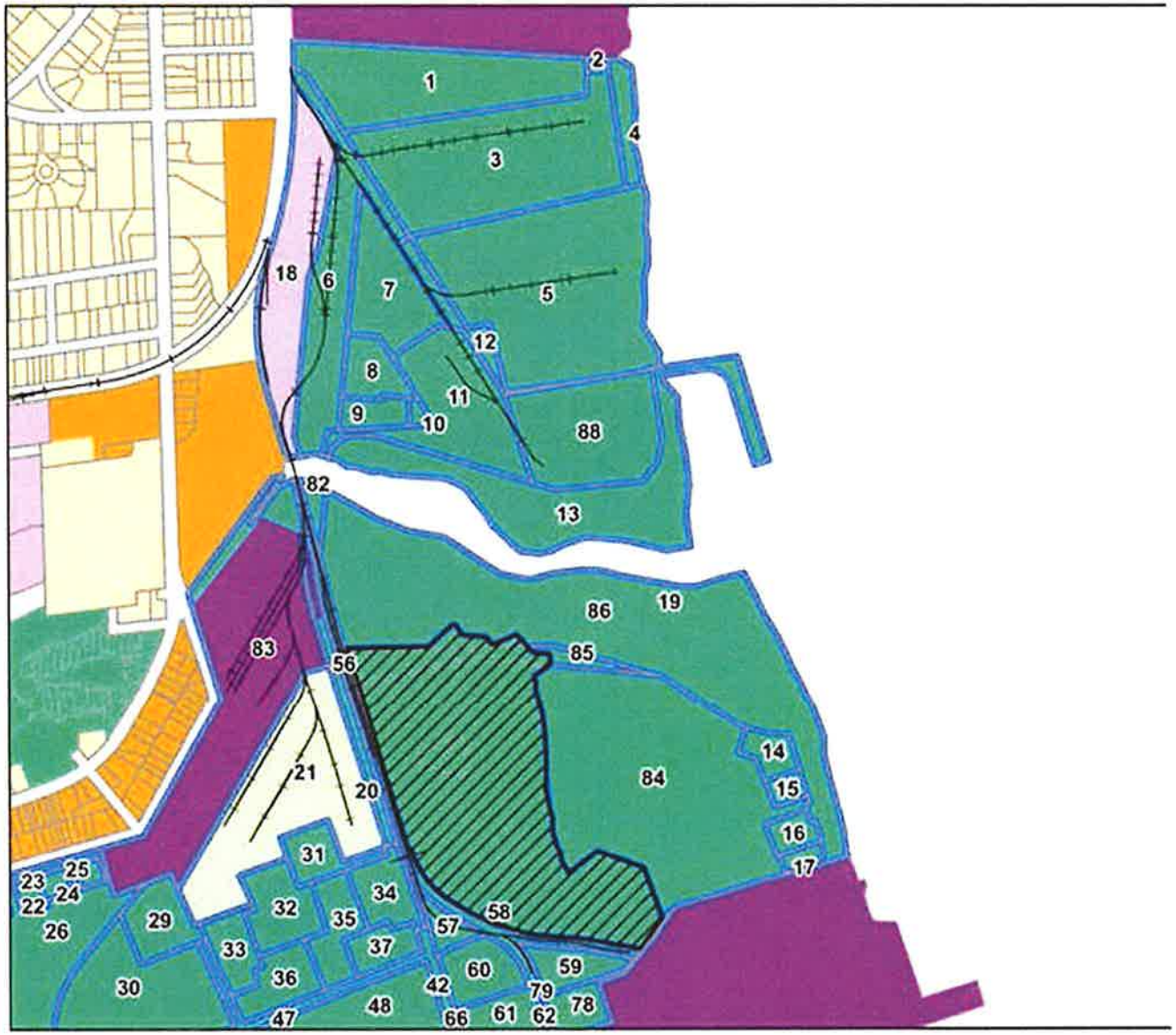
Exhibits

Resolution _X_ Ordinance ___ Contract ___Minutes _X_ Plan/Map ___ Transfer of Funds _X_ Other

PROPOSED REZONING



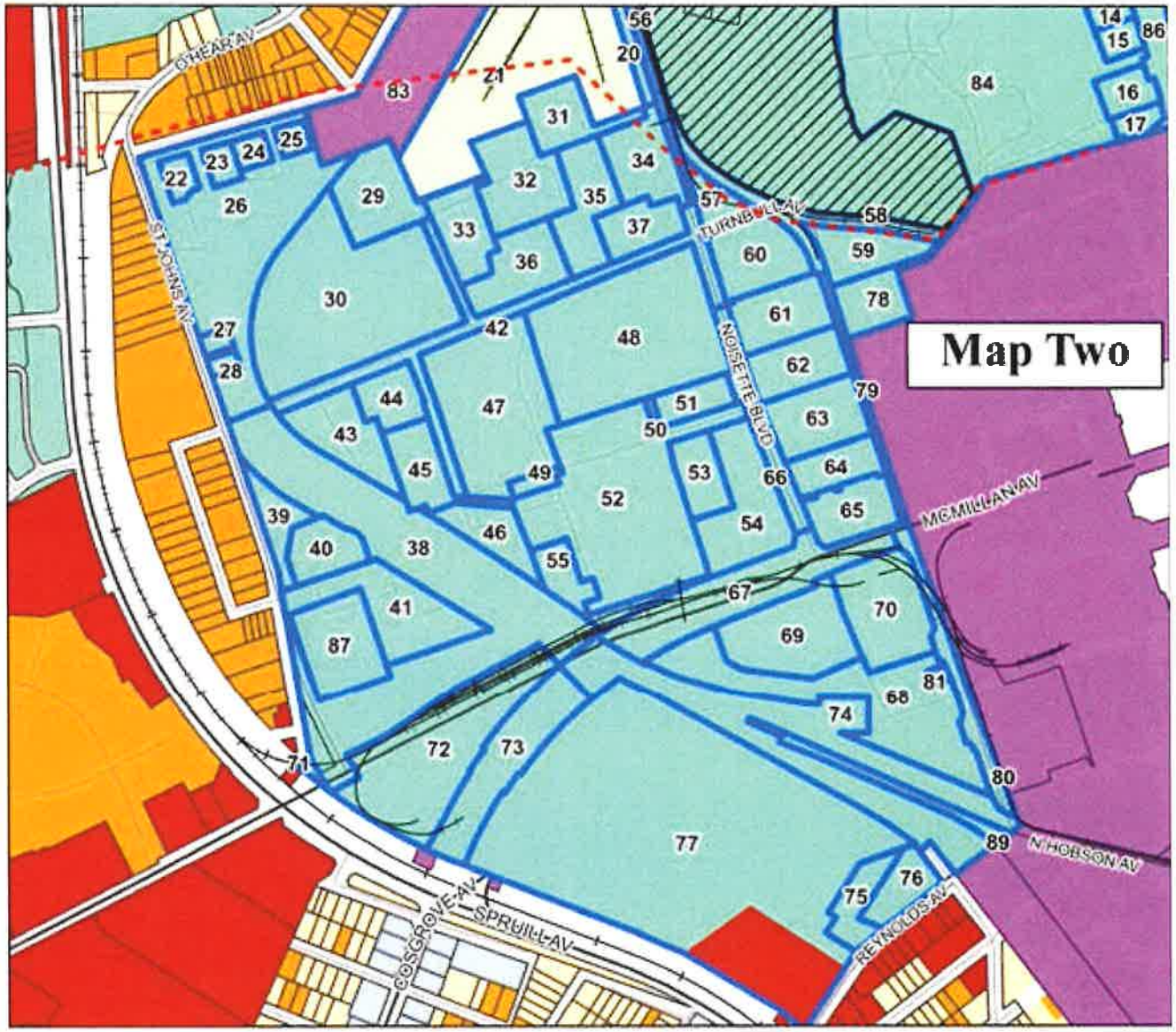
SITE LOCATION MAP



Proposed Rezoning of the Properties on the Former Navy Base (as Shown on the Attachment) to NBRD, Navy Base Redevelopment, from CRD, Commercial Redevelopment; M-1, Light Industrial; M-2, Heavy Industrial; and PD, Planned Development (Navy Yard at Noisette)

PROPOSED REZONING

SITE LOCATION MAP



Proposed Rezoning of the Properties on the Former Navy Base (as Shown on the Attachment) to NBRD, Navy Base Redevelopment, from CRD, Commercial Redevelopment; M-1, Light Industrial; M-2, Heavy Industrial; and PD, Planned Development (Navy Yard at Noisette)

#	TMS #	Property Owner
1	4000000245	Water Mission International
2	4000000246	City of North Charleston
3	4000000109	City of North Charleston
4	4000000129	City of North Charleston
5	4000000040	United States of America
6	4000000217	City of North Charleston
8	4000000071	City of North Charleston
9	4000000086	Merritt Properties at Coast, LLC
10	4000000218	City of North Charleston
11	4000000065	City of North Charleston
12	4000000072	City of North Charleston
13	4000000058	City of North Charleston
14	4000000170	City of North Charleston
15	4000000171	City of North Charleston
16	4000000192	City of North Charleston
17	4000000172	89 Hobson, LLC
18	4000000216	SC Department of Commerce
19	4000000175	North Charleston Sewer District
20	4000000254	CMMC, LLC
21	4000000048	CMMC, LLC
22	4000000186	Carolines Kitchen, LLC
23	4000000185	South Carolina State Ports Authority
24	4000000184	South Carolina State Ports Authority
25	4000000183	IDI Holdings, LLC
26	4000000074	South Carolina Department of Commerce Division of Public Railways
27	4000000187	South Carolina Department of Commerce Division of Public Railways
28	4000000188	South Carolina Department of Commerce Division of Public Railways
29	4000000243	Navy Land Partners LP
30	4000000232	Navy Infirmary Partners LP
31	4000000178	West Yard Lofts, LLC
32	4000000066	1535 Hobby, LLC
33	4000000223	CMMC, LLC
34	4000000229	South Carolina Department of Commerce
35	4000000238	Navy Land Partners LP
36	4000000222	CMMC, LLC
37	4000000242	Navy Land Partners LP
38	4000000045	South Carolina Department of Commerce Division of Public Railways
39	4000000250	South Carolina Department of Commerce Division of Public Railways
40	4000000177	Low Country Orphan Relief
41	4000000249	South Carolina Department of Commerce Division of Public Railways
42	4000000244	Navy Land Partners LP
43	4000000231	Navy Land Partners LP
44	4000000164	Coastal Community Foundation of South Carolina, INC
45	4000000241	South Carolina Department of Commerce Division of Public Railways
46	4000000230	Marine Barracks Partners LP
47	4000000224	Navy Land Partners LP

48	4000000061	Three Sisters Partnership LP
49	4000000233	Navy Land Partners LP
50	4000000160	Navy Land Partners LP
51	4000000161	Lesniak and Associates, LLC
52	4000000060	South Carolina Department of Commerce Division of Public Railways
53	4000000219	Navy Land Partners LP
54	4000000052	Southeastern Value Puritan Mill, LLC
55	4000000240	Navy Land Partners LP
56	4000000253	South Carolina Department of Commerce Division of Public Railways
57	4000000210	South Carolina Department of Commerce Division of Public Railways
58	4000000209	South Carolina Department of Commerce Division of Public Railways
59	4000000211	City of North Charleston
60	4000000239	Navy Land Partners LP
61	4000000053	Riverfront Property Compnay, LLC
62	4000000054	Southeastern Value Puritan Mill, LLC
63	4000000055	Storehouse Partners, LLC
64	40000000561	Southeastern Value Puritan Mill, LLC
65	4000000057	Southeastern Value Puritan Mill, LLC
66	4000000062	South Carolina Department of Commerce Division of Public Railways
67	4000000252	South Carolina Department of Commerce Division of Public Railways
68	4000000257	South Carolina Department of Commerce Division of Public Railways
69	4000000127	South Carolina Department of Commerce Division of Public Railways
70	4000000142	Powerhouse Partners, LLC
71	4000000111	South Carolina Department of Commerce Division of Public Railways
72	4000000256	FLSC Properties, LLC
73	4000000050	South Carolina Department of Commerce Division of Public Railways
74	4000000259	South Carolina Department of Commerce Division of Public Railways
75	4691200036	FLSC Properties, LLC
76	4691200392	FLSC Properties, LLC
77	4000000221	FLSC Properties, LLC
78	4000000118	
79	4000000117	South Carolina Department of Commerce Division of Public Railways
80	4000000251	South Carolina Department of Commerce Division of Public Railways
81	4000000176	North Charleston Sewer District
82	4000000255	South Carolina Department of Commerce Division of Public Railways
83	4000000073	South Carolina Department of Commerce Division of Public Railways
84	4000000044	City of North Charleston
85	4000000208	City of North Charleston
86	4000000059	City of North Charleston
87	4000000155	South Carolina Electric and Gas Company
88	4000000047	City of North Charleston
89	4000000258	South Carolina Department of Commerce

EXHIBIT A

Sec. 18-40. Lots.

(a) *Minimum lot widths, lot area, and frontage:* Minimum lot widths, area and frontage shall be as provided in the following table:

Zoning District	Minimum Lot Area (square feet)	Minimum Lot Width (measured at building line)** (feet)	Minimum Street Frontage*** (feet)
R-1	6,000*	60	30
R-2	6,000	60	30
R-3	6,000*	60	30
ON & OD	6,000	60	30
B-1	6,000	60	30
B-2	12,000	80	50
B-3	12,000	80	50
CRD	10,000	50	50
NBRD	-****	**14**	**14**
M-1	½ acre	100	100
M-2	5 acres	400	400

* Where public water or public sewer is unavailable, additional lot area shall be required as determined by the South Carolina Department of Health and Environmental Control.

** On culs-de-sac, minimum lot width shall be measured at the midpoint of the lot depth.

*** On culs-de-sac the minimum street frontage shall be fifty (50) feet in M-1 and M-2.

****A minimum lot size is not required for the NBRD so that as long as the minimum street frontage and width is provided.

...

EXHIBIT C

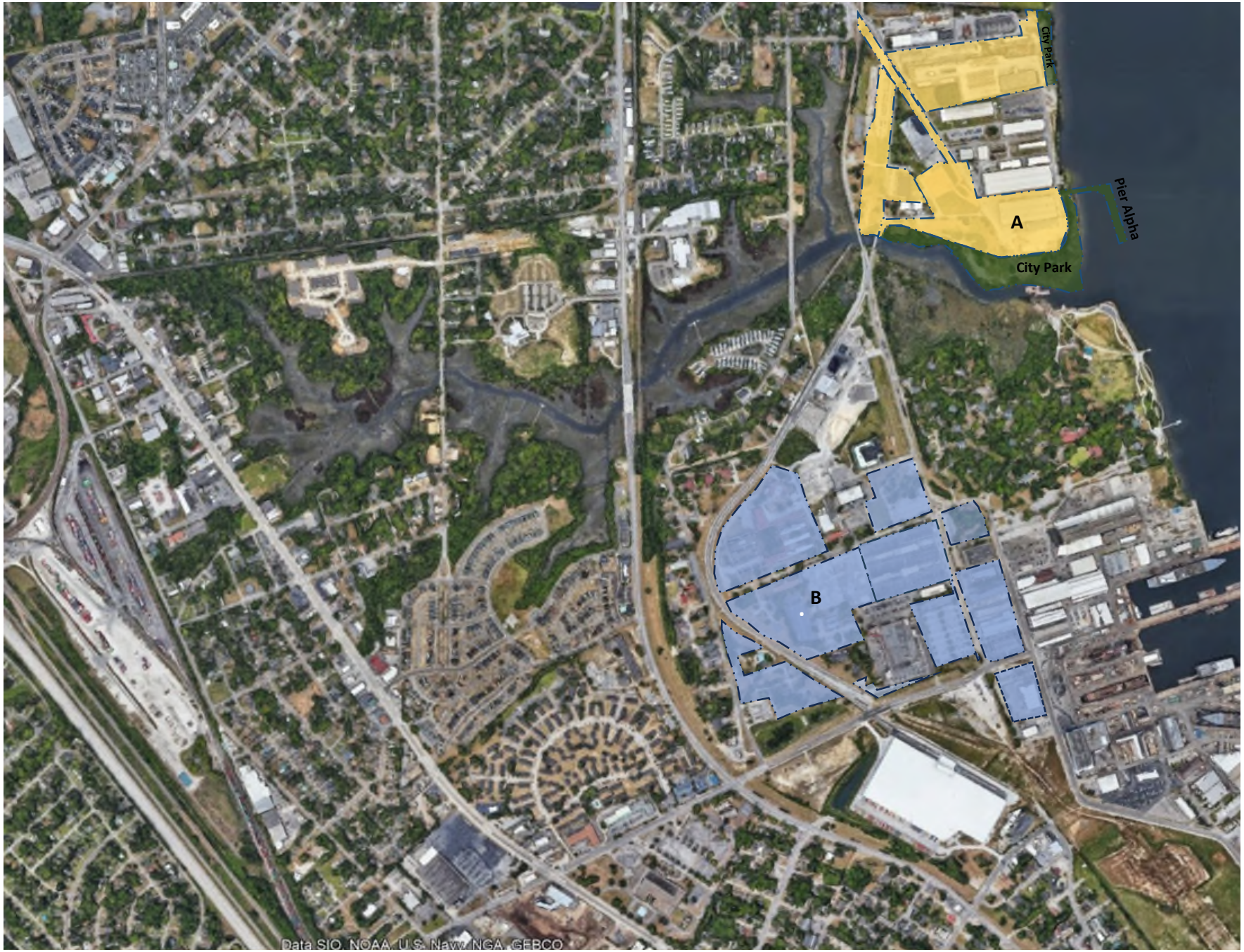
Development Agreement Ordinance

[Attached]

EXHIBIT D

Conceptual Land Use Plan

[Attached]



N

Not to Scale

Navy Base Development Agreement

Battery Park & Navy Yard

30 Year Overall Conceptual Land Use Plan

Navy Base Redevelopment District (NBRD)

Height Limit = None, except noted areas per section 6-2.3b

Density = No Cap

Open Space Req. = 3%

Battery Park – Area A

Zoned NBRD

Approx. 1449 Multi-Family Units

Approx. 112,800 SF Commercial/Office

City Park/Pier Alpha +/-14 acres

Navy Yard – Area B

Zoned NBRD

Approx. 1579 Multi-Family Units

Approx. 497,975 SF Commercial/Office

Approx. 45,000sf Entertainment

NOTE: Plan will change over time

NOTE: Plan will change over time

Land Area - A

Not to Scale

N

Navy Base Development Agreement

Battery Park

30 Year Conceptual Land Use Plan

Navy Base Redevelopment District (NBRD)

Height Limit = None, except noted areas per section 6-2.3b

Density = No Cap

Open Space Req. = 3%

Land Area A	Uses
1	Building 1601 - 50,000 SF Commercial 161 Multi-Family Units
2	208 Multi-Family Units 12,800 SF Commercial/Office
3	1080 Multi-Family Units 50,000 SF Commercial/Office
4	City Park/Pier Alpha

Anticipated Schedule – See Exhibit E

*NOTE: Plan will change over time

Land Area - B

Not to Scale

N

Navy Base Development Agreement

Navy Yard

30 Year Conceptual Land Use Plan

Navy Base Redevelopment District (NBRD)

Height Limit = None, except noted areas per section 6-2.3b

Density = No Cap

Open Space Req. = 3%

Land Area B	Use	Res. (Units)	Office (SF)	Comm (SF)
1	New Mixed Use	185	110k	117K
2	Adapt. Reuse	198		--
3	New Multi-Family	524	--	--
4	New Multi-Family	60	--	--
5	Adapt. Mixed Use	329	52K	146K
6	New Mixed Use	203	--	12K
7	Adapt. Mixed Use	80	86K	100K
8	Mixed Use Entertainment	--	--	45K
9	New Mixed Use & Open Space	--	--	32K
		Total: 1579 Units	**Total: 248k sf**	**Total: 452k sf**

Anticipated Schedule – See Exhibit E

EXHIBIT E

Development Schedule

[*Attached*]

Proposed Development Schedule*				
Battery Park				
Land Area	Net. Dev. Acreage	MFH Units	Commercial/Office /Entertainment SF	Delivery Date
A-1a	2.87 acres	-	50,000 SF	2026
A-1b	4.60 acres	161 Units	-	2029
A-2	7.40 acres	208 Units	12,800 SF	2034
A-3	12.00 acres	1,080 Units	50,000 SF	2040
Battery Park Total	26.87 acres	1,449 Units	112,800 SF	
Navy Yard				
Area B-2, B-5a & B-6a	34.79 acres	521 Units	355,496 SF	2028
Area B-1a, B-6b, 7 & 9	6.52 acres	500 Units	141,479 SF	2031
Area B-1b & B-5b	8.16 acres	558 Units	-	2035
Navy Yard Total	49.47 acres	1,579 Units	497,975 SF	
Total	76.34 acres**	3,028 Units	609,800 SF	
*Subject to Change over the life of the build-out				
**Net Developable Acreage, Gross Acreage = 111.884 acres				
Note: Infrastructure installation/improvements to be on-going throughout development of BP and NY				

N

Navy Base Development Agreement

Battery Park

Proposed Development Schedule

Land Area A	Uses
1	Building 1601 - 50,000 SF Commercial 161 Multi-Family Units
2	208 Multi-Family Units 12,800 SF Commercial/Office
3	1080 Multi-Family Units 50,000 SF Commercial/Office
4	City Park/Pier Alpha

NOTE: Proposed Development Schedule will change over time

Land Area - A

Not to Scale

N

Navy Base Development Agreement

Navy Yard

Proposed Development Schedule

Land Area B	Use	Res. (Units)	Office (SF)	Comm (SF)
1	New Mixed Use	185	110k	117K
2	Adapt. Reuse	198		--
3	New Multi-Family	524	--	--
4	New Multi-Family	60	--	--
5	Adapt. Mixed Use	329	52K	146K
6	New Mixed Use	203	--	12K
7	Adapt. Mixed Use	80	86K	100K
8	Mixed Use Entertainment	--	--	45K
9	New Mixed Use & Open Space	--	--	32K
		Total: 1579 Units	**Total: 248k sf**	**Total: 452k sf**

NOTE: Proposed Development Schedule will change over time

Land Area - B

Not to Scale

EXHIBIT F

City of North Charleston Zoning Code

[Attached]

APPENDIX A - ZONING REGULATIONS

AN ORDINANCE

ADOPTING A BILL TO BE ENTITLED "AN ORDINANCE OF THE CITY OF NORTH CHARLESTON, SOUTH CAROLINA, REGULATING THE LOCATION AND USE OF BUILDINGS, STRUCTURES, AND LAND, THE SIZE OF BUILDINGS AND OTHER STRUCTURES, THE SIZE OF YARDS, AND THE DENSITY OF DISTRIBUTION OF POPULATION; CREATING DISTRICTS FOR SAID PURPOSES AND ESTABLISHING THE BOUNDARIES THEREOF; DEFINING CERTAIN TERMS USED HEREIN; PROVIDING FOR THE METHOD OF ADMINISTRATION AND AMENDMENT; PROVIDING FOR THE A BOARD OF ADJUSTMENT; AND PROVIDING FOR THE IMPOSITION OF PENALTIES FOR THE VIOLATION OF THE PROVISIONS OF THIS ORDINANCE TO BE EFFECTIVE IN THOSE PORTIONS OF THE CITY OF NORTH CHARLESTON AS DESIGNATED ON THE OFFICIAL ZONING MAP.

Footnotes:

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***Editor's note—** This appendix contains the City's Zoning Ordinance No. 1974-7, adopted Feb. 28, 1974. Amendments to the zoning ordinance are indicated by parenthetical history notes following amended provisions. The absence of a history note indicates that the provision remains unchanged from the original ordinance. Obvious misspellings and punctuation errors have been corrected without notation. For stylistic purposes, headings and catchlines have been made uniform and the same system of capitalization, citation to state statutes, and expression of numbers in text as appears in the Code of Ordinances has been used. Additions made for clarity are indicated by brackets.*

***Editor's note—** The zoning ordinance has been treated in this fashion as an appendix rather than as an integral part of the Code because of the special provisions of law governing its enactment and amendment.*

***Cross reference—** Buildings and building regulations, Ch. 5; civil defense, Ch. 6; fire prevention and protection, Ch. 8; housing, Ch. 10; parks and recreation, Ch. 14; planning, Ch. 15; streets, sidewalks and public places, Ch. 17; subdivision regulations, Ch. 18.*

ARTICLE I. - AUTHORITY AND ENACTMENT CLAUSE

In pursuance of authority conferred by Title 5, Chapter 23, and Title 6, Chapter 7 of the Code of Laws of South Carolina for 1976, as amended, and other provisions of law, the city council of the City of North Charleston has enacted and ordained the zoning ordinance of the city for the purposes of guiding development in accordance with existing and future needs, preserving and enhancing the present advantages of the city and the community, overcoming present handicaps and preventing or minimizing such future problems as may be foreseen, promoting efficiency and economy in the process of development or redevelopment of the city, protecting, promoting, and improving the public health, safety, morals, convenience, order, appearance, prosperity, and general welfare, lessening congestion in the streets and making adequate provision for traffic, promoting safety from fire, panic and other dangers, promoting health and general welfare, providing adequate light and air, preventing the overcrowding of land, avoiding undue concentration of population and promoting the healthful and convenient distribution of population, protecting scenic areas, promoting good civic design, appearance and arrangement, and promoting wise, adequate and efficient expenditure of public funds and resources and the adequate provision of public utilities, transportation, water, sewage, schools, parks and other public requirements. To such ends, the city council of

North Charleston is authorized to regulate the height, bulk, number of stories and size of buildings and other structures, the percentage of lot which may be occupied, the size of yards, courts, and other open spaces, the density and distribution of population, and the location and use of buildings, structures and land for trade, industry, residence, recreation, agriculture, forestry, conservation, airports and approaches thereto, water supply, sanitation, protection against floods, public activities, and other purposes, the erection, construction, reconstruction, alteration, repair, or use of buildings, structures or land, including requirements of off-street parking and loading, landscaping and protection and regulation of trees in consideration of their value from an environmental, agricultural, aesthetic, scenic or preservation standpoint, taking into account, among other items, the character of the area in which the property is located and its peculiar suitability for particular uses, the conservation of value of land and buildings and the encouragement of the most appropriate use of land, buildings and structures, the promotion of desirable living conditions and the sustained stability of neighborhoods, the protection of property against blight and depreciation, the securing of economy in governmental expenditures, and the encouragement of the most appropriate use of land throughout the city.

It has been and is the intent of city council in enacting the provisions of the zoning ordinance of the City of North Charleston to exercise and fully avail itself of any and all authority and powers it has or may acquire under all provisions of law, and to that end the provisions of this ordinance should be liberally construed in favor of upholding the authority of the city council to enact any of its provisions.

(Ord. No. 1990-36, 7-12-90)

ARTICLE II. - SHORT TITLE

This ordinance shall be known and may be cited as "The Zoning Ordinance of the City of North Charleston, South Carolina."

ARTICLE III. - DEFINITIONS AND RULES OF INTERPRETATION

Words not defined herein shall have the meanings stated in the standard building code, standards plumbing Code, Standard Gas Code, or Standard Fire Prevention Code. Words not defined in the standard codes shall have the meanings in the Webster's Ninth New Collegiate Dictionary, as revised.

Words in the present tense include the future tense. Words used in the singular include the plural, and words used in the plural include the singular.

(a) The word "shall" is always mandatory.

(b) The word "may" is permissive.

(c) The word "lot" includes the word "plot" or "parcel".

(d) The word "person" includes a firm, association, organization, partnership, trust company, or corporation, as well as an individual.

(e)

The word "used" or "occupied" as applied to any land or building shall be construed to imply that said land or building is in actual use or occupancy and shall be construed to include words "intended", "arranged", or "designed to be used or occupied". An intended project shall be defined as one where substantial monies have been spent towards the goal of the project.

(f) The word "map" or "zoning map" shall mean the official zoning map of the City of Charleston, South Carolina.

The term "planning commission" refers to the Planning Commission for the City of North Charleston. The term council, mayor and council, or city council shall mean the legally elected governing body of the City of North Charleston. The term "Board of Zoning Appeals" refers to the Board of Zoning Appeals for the City of North Charleston.

Section 3-2. - Definitions:

Animal shelter, domestic. A pen, shelter, or structure where no more than three dogs or small domestic animals, not to include horses, cows, goats, swine, including pot bellied pigs, sheep, ponies, grazing animals and fowl of any kind, are boarded or kept.

Assisted-living facility. A facility which offers room and board and which provides a degree of personal care and supportive services.

Bar. An establishment where the sale of alcoholic beverages accounts in excess of fifty (50) per cent of the establishment's gross revenue, and food may or may not be served.

Building areas. That portion of any lot which may be used or built upon in accordance with the regulations governing the zoning district within which the lot is located when the front, side and rear yard, open space, and applicable buffer area requirements have been met.

Building. Any structure having a roof supported by columns or walls and intended for the shelter, housing or enclosure of persons or property.

Building, accessory. A subordinate structure on the same lot as the principal or main building or use occupied or devoted to a use incidental to the principal use. Included in this definition are private garages, storage sheds, workshops, domestic animal shelters, pool houses, etc., when detached from the principal building, and carports attached to the principal building when at least seventy-five (75) per cent open or unenclosed.

Building, principal. A building in which is conducted, or in which is intended to be conducted, the main or principal use of the lot on which it is located.

Canopy tree. A deciduous tree that forms the top layer of vegetation in a forest. Examples of such trees include oaks, hickories, maples, poplars, and others.

Child care services. Child care services shall mean and include any home, center agency or place, however styled, and where children are not related to the operator are received for custodial care, apart from their parents, whether for compensation, reward, or otherwise during part or all of the day or night and upon any number of successive days or nights.

Club, private. An organization catering exclusively to members and their guests including buildings and grounds with commercial activities serving the membership only.

Cluster subdivision. A form of development for single-family residential subdivision that permits a reduction in lot area and bulk requirements, provided there is no increase in the number of lots permitted under a conventional subdivision and the resultant land area is devoted to open space.

Conditional use. A use of land or structure which is permitted in a district under conditions specified in the zoning ordinance.

Condominium. A unit in a multi-unit structure owned by an individual who has use of all common areas associated with that structure.

Density ratio. A measure of the potential intensity of residential development within a defined site area. The density ratio is calculated by dividing the gross (total) site area by the minimum lot area required for a particular residential unit type.

Developer. An individual, partnership or corporation (or agent therefor), that undertakes the activities covered by these regulations.

Development. Any manmade change to improved or unimproved real estate, including, but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations.

Diameter breast height (DBH). Breast height is reckoned to be four (4) feet six (6) feet above the ground. In the case of two (2) or more leaders emanating from a single trunk where the trunk is split below a height of four and one-half (4½) feet, the largest of the various leaders plus the average of the other leaders greater than four and one-half (4½) inches measured at four and one-half (4½) feet is construed to be the DBH of the tree. Ex. If the tree has two (2) leaders; one(1) eight-inch and one (1) four-inch, then the DBH is twelve (12) inches. If the tree has three (3) leaders, one (1) four and three-quarter-inch, one (1) five-inch; and one (1) six-inch, then the DBH would be six (6) inches plus the average of four and three-fourths (4.75) inches and five (5) inches, equating to 10.875 inches.

Driveway. A paved or unpaved areas used for ingress and egress of vehicles, and allowing access from a street to a building or other structure or facility.

Driveway aisle: A paved or unpaved area used for ingress and egress of vehicles, and allowing access from a street to a building or other structure or facility. The aisle must be a minimum of twenty-four (24) feet wide.

Dwelling. A building or portion of a building arranged or designed exclusively for human habitation.

Dwelling, apartment. (See dwelling, multi-family).

Dwelling, attached. A dwelling unit attached to none or more other dwelling units by common vertical walls.

Dwelling, detached. A single dwelling unit, other than a mobile home, surrounded by open space or yards and which is not attached to any other dwelling by any means.

Dwelling, duplex. A building containing two dwelling units.

Dwelling, group occupied. A dwelling unit occupied by four (4) or more individuals, unrelated by blood, marriage, adoption or guardianship, living together as a single housekeeping unit.

Dwelling, manufactured home. A factory built home after the enactment of and bearing a label of compliance with the federal manufactured home construction and safety standards act, effective, June 15, 1976 (HUD Code).

Dwelling, mobile home. A factory built home prior to enactment of the Federal Manufactured Housing Construction and Safety Standards Act, effective June 15, 1976.

Dwelling, multi-family. A building containing five (5) or more dwelling units.

Dwelling, patio house. A single-family detached dwelling unit. It is built on a small lot generally enclosed by walls which provide privacy. The term is synonymous with zero lot line dwellings.

Dwelling, quadruplex. A building containing four (4) dwelling units.

Dwelling, single-family. A building containing one (1) dwelling unit.

Dwelling, townhouse. A series of attached dwelling units on separate lots which may or may not have a common roof and separated from each other by common vertical walls.

Dwelling, triplex. A single building containing three dwelling units.

Dwelling unit. A single unit providing complete, independent living facilities for one or more persons including permanent provisions for living, sleeping, eating, cooking, and sanitation.

Dwelling, zero lot line. A zero lot line dwelling is a single-family detached unit which instead of being centered on a lot, in placed against at least one of the side of the side lot lines. The term is synonymous with patio house.

Eating establishment. A business selling food and/or drink at retail. The term may include, but is not limited to, cafés, cafeterias, coffee shops, delicatessens, diners, fast-food restaurants, and ice cream shops. This definition excludes full-service restaurants and bars.

Evergreen tree. A tree that remains green throughout the year.

Factory-built housing. A three dimensional, transportable, factory-built structure designed for long term residential use. Such housing includes manufactured, mobile and modular homes.

Family. One (1) or more persons related by blood, marriage, adoption or guardianship, and not more than four (4) persons not so related except that nine (9) mentally or physically handicapped persons for whom care is provided on a twenty-four (24) hour basis should be construed to be family, in accordance with the provisions of 6-7-830 of the South Carolina Code of Laws, including approval or licensing of the home in which they are located by a state agency for that purpose.

Family day care home. A family day care home is one in which care is given by a family member and no others during the day only for one (1) and not more than seven (7) children, including the day care of parents' own children.

Federal manufactured home constructions and safety standards. Regulations promulgated by the Department of Housing and Urban Development (HUD), governing the design and construction, strength and durability, transportability, fire resistance, energy efficiency and quality of manufactured housing. These standards also set performance requirements for heating, plumbing, air conditioning, thermal and electrical systems.

Floor. The top surface of an enclosed area in a building (including basement), i.e. top of slab in concrete slab construction or top of wood flooring in wood frame construction. Term does not include floor of a garage used solely for parking vehicles.

Floor area. The sum of the floor area for each of a building's stories measured from the exterior limits of the faces of the structure including basement floor area. It does not include unenclosed porches or any floor space in an accessory building or in the principal building which is designed for parking of motor vehicle.

Floor area ratio. An intensity measure of land use derived at by dividing the total floor area of a building by the total site area.

Gambling cruise vessel. All vessels engaged in activity described in the South Carolina Gambling Cruise Act, S.C. Code Ann. 3-11-200 et seq.

Gambling cruise vessel support activities. All privately owned or operated locations at which shore-based activity in any way associated with a gambling cruise vessel is conducted. Such activities expressly include, but are not limited to, (1) docks, piers and wharves to which gambling cruise vessels are affixed or at which they embark or disembark passengers; (2) ticket sales facilities; (3) administrative facilities associated with the operation of gambling cruise vessels; (4) parking facilities associated with gambling cruise activity; and (5) lounges, restaurants, terminals or other places at which patrons/passengers congregate prior to embarking or after disembarking from a gambling cruise vessel.

Garage, private. (As defined by the Standard Building Code).

Public, garage. (As defined by the Standard Building Code).

Habitable dwelling. A dwelling meeting the minimum habitability requirements of the ordinance, and other applicable regulations.

Heavy commercial vehicle: A heavy commercial vehicle is defined as a vehicle used for any commercial purpose whose tare weight exceeds five (5) tons (ten thousand (10,000) pounds), or a vehicle having more than two (2) discreet axles, or a vehicle greater than eight (8) feet in height. Construction equipment and farming equipment meeting these criteria are included within this definition.

Heavy commercial trailer: A heavy commercial trailer is defined as a trailer vehicle used for any commercial purpose and having more than four (4) tires and which is greater than fifteen (15) feet in overall length. Examples of heavy trailers include, but shall not be limited to "container chassis," "dump bodies," "reefers," and other trailers commonly utilized within the commercial shipping industry.

Height. The vertical distance of a structure or vegetation measured from the ground or base flood elevation plus the prevailing freeboard requirement, whichever is higher, to the highest point of the structure.

Home occupation. Any occupation within a dwelling, including a hobby and clearly incidental thereto, carried on by a member or members of the family residing on the premises and no more than one (1) additional person, provided that:

(1) No exterior indication of the use or change in the character or exterior appearance is evident other than a sign permitted by these regulations;

(2) The maximum floor area used for such operation shall not exceed six hundred (600) square feet or twenty-five (25) per cent of the gross floor area;

(3) No display of products shall be visible from the street.

(4) Creates no disturbing or offensive noise, vibration, smoke, dust, odor, heat, glare, traffic hazard, unhealthy or unsightly condition.

Homeless shelter. A facility operated by a non-profit organization or a for-profit organization pursuant to a contract with or grant from a government agency providing emergency temporary or transient overnight lodging, with nominal or no charge to persons receiving such lodging.

Impervious surface. Impervious surfaces are those that do not absorb water. All buildings, paved parking areas, driveways, roads and sidewalks, and any other areas determined by the zoning administrator to be impervious within the meaning of this definition also will be classed as impervious surfaces.

Impervious surface ration. The impervious surface ration is a measure of the intensity of land use. It is determined by dividing the total area of all impervious surfaces within the site by the total site area.

Infill development. New development of vacant parcels within existing areas that are already largely developed.

Junk or *salvage.* Any material consisting of waste, discarded or salvaged matter which is bought, sold, exchanged, stored, bailed, packed, or disassembled for profit, trade, or hire. The term junk shall also mean, but not be limited to, old or scrap copper, brass, aluminum, rope, rags, paper, trash, tire carcasses, rubber debris, old vehicle parts, non-working major appliances, and other ferrous or non-ferrous material. The term

"salvage" or "junk" as used herein shall also include any vehicle damaged so as not to comply with state or federal safety regulations, incapable of self propulsion, or partially dismantled if retained on the premises for more than seventy-two (72) hours, unless such vehicle is either:

(1) Retained for purposes of repair or towing storage on the premises of a properly zoned repair or towing facility; provided that for any such vehicle retained more than ninety (90) days, the towing or repair facility must be able to document reasonable efforts that have been made to repair or return the vehicle and demonstrate reasonable cause for why repair or return has not been completed. Examples of reasonable cause for why repair or return has not been completed would include, but not be limited to, time statutorily required for compliance with state laws or back order time associated with parts required for repair; or

(2) A city licensed restoration vehicle that complies with all requirements of Chapter 10.5, Article VII of the Code of Ordinances for the City of North Charleston.

Junk or salvage yard. Any premises where salvage or junk as defined herein are found and have been permitted to remain with the consent of the owner, lessee, or person(s) responsible for maintenance of such premises.

Lot. A parcel of land considered as a unit. The terms "lot", lot of record", "property" or "tract", whenever used in this ordinance are interchangeable.

Lot, corner. A lot located at the intersection of two or more streets.

Lot, double frontage. A lot which has frontage on more than one street.

Lot, interior. A lot, other than a corner lot, which has frontage on only on street other than an alley.

Lot, depth. The horizontal distance between front and rear lot lines.

Lot of record. A lot, the boundaries which are filed as legal record.

Lot, width. The horizontal distance between the side lines of a lot measured at right angles to its depth along a straight line parallel to the front lot line at the minimum required building setback line.

Lot area. The area contained within the boundary line of a lot. Required buffers and open spaces shall not be included within residential lots.

Lot line. A line bounding a lot which divides one lot from another or from a street or any other public or private space.

Micro-brewery. A brewery that produces less than fifteen thousand (15,000) barrels of beer per year.

Mini-warehouse. A building or group of buildings in a controlled-access and fenced compound that contains individual, compartmentalized and controlled-access stalls or lockers for the dead storage of customer's goods or wares.

Mission. A facility operated by a non-profit organization or for profit organization pursuant to a contract with or grant from a government agency providing emergency temporary or transient lodging, with nominal or no charge to persons receiving such lodging.

Mobile or *manufactured home park.* A lot or parcel with space improvements and utilities for the long-term parking of two (2) or more mobile or manufactured homes which may include services and facilities for the residents.

Mobile or manufactured home park space. A plot or ground within a mobile or manufactured home park designed for the accommodation of one unit.

Modular building unit or modular structure. Any building of closed construction, regardless of type of construction or occupancy classification, other than a mobile or manufactured home, constructed off-site in accordance with the applicable codes, and transported to the point of use for installation or erection. When meeting the requirements of the Modular Building's Construction Act (23-43-10 of the S.C. Code of Laws), said building unit or structure may be located in any of the city's several zoning districts.

Nonconformity. A nonconformity is any lot of record, use, building, structure or vegetation in existence prior to the effective date of this ordinance, but which fails, by reason of such adoption, revision or amendment, to conform to the present requirements of the ordinance.

Non-residential use. A principal use of land for other than residential purposes.

Nursing home. A facility with an organized nursing staff to provide intermediate or skilled care for residents.

Open space ratio. The open space ratio is a measure of the intensity of land use. It is arrived at by dividing the total amount of open space within the site by the total site area.

Parcel. A land area bounded by property lines that is recognized as such by the county assessor's office.

Park. A public facility open for recreation, with commercial activities for recreational uses only, open space and public gardens.

Parking space. An area, exclusive of passageways and necessary maneuvering space, that is used or intended to be used for temporary vehicle storage.

Premises. A lot, plot, or parcel of land including the buildings or structures thereon, under control by the same owner or operator together with all adjacent land.

Recreational vehicle. A recreational vehicle is defined as a vehicle, boat, trailer vehicle, or a combination of such that is designed to be used for recreational uses and is not used for commercial purposes. Examples of recreational vehicles include but are not limited to motor homes, camper trailers and boats with accompanying trailers.

Restaurant, full-service. A restaurant that serves alcoholic beverages where the sale of food and non-alcoholic beverages accounts for in excess of fifty (50) per cent of the establishment's gross revenues.

Sexually oriented businesses. Words and terms used to define such business operations include the following:

Adult arcade means any place to which the public is permitted or invited wherein coin-operated or slug-operated or electronically, electrically or mechanically controlled still or motion picture machines, projectors, or other image-producing devices are maintained to show images to five (5) or fewer persons per machine at any one time, and where the images so displayed are distinguished or characterized by the depicting or describing of "specific sexual activities" or "specified anatomical areas".

Adult bookstore or adult video store means a commercial establishment which, as one of its principal business purposes, offers for sale or rental for any form of consideration any one or more of the following:

(1) Books, magazines, periodicals or other printed matter, or photographs, films, motion pictures, video cassettes or video reproductions, slides or other visual representations which depict or describe "specified sexual activities" or "specified anatomical areas"; or

(2) Instrumental, devices, or paraphernalia which are designed for use in connection with "specified sexual activities". A commercial establishment may have other principal business purposes that do not involve the offering for sale or rental of material depicting or describing "specified sexual activities" or "specified anatomical areas" and still be categorized as an adult bookstore or adult video store so long as: one of its principal business purposes is the offering for sale or rental for consideration the specified materials which depict or describe "Specified sexual activities" or "specified anatomical areas".

Adult cabaret means a nightclub, bar, restaurant or similar commercial establishment which regularly feature:

(1) Persons who appear in a state of nudity; or

(2) Live performances which are characterized by the exposure of "specified anatomical areas" or by "specified sexual activities"; or

(3) Films, motion pictures, video cassettes, slides, or other photographic reproductions which are characterized by the description of "specified sexual activities" or "specified anatomical area".

Adult motel means a hotel, motel or similar commercial establishment which:

(1) Offers accommodations to the public for any form of consideration; proceeds patrons with closed-circuit television transmissions, films, motion pictures, video cassettes, slides, or other photographic reproduction which are characterized by the depiction or description of

"specified sexual activities" or "specified anatomical areas"; and has a sign visible from the public right-of-way which advertises the availability of this adult-type of photographic reproductions; or

(2) Offers a sleeping room for rent for a period of time that is less than ten (10) hours; or

(3) Allows a tenant or occupant of a sleeping room to subrent the room for a period of time that is less than ten (10) hours.

Adult motion picture theater means a commercial establishment where, for any form of consideration, films, motion pictures, video cassettes, slides or similar photographic reproductions are regularly shown which are characterized by the depiction or description of "specified sexual activities" or "specified anatomical areas".

Adult theater means a theater, concert hall, auditorium or similar commercial establishment which regularly features persons who appear in a state of nudity or live performances which are characterized by the exposure of "specified anatomical areas" or by "specified sexual activities".

Classification. Sexually oriented businesses are classified as follows:

(1) Adult arcades.

(2) Adult bookstores or adult video stores.

(3) Adult cabarets.

(4) Adult motels.

(5) Adult motion picture theaters.

(6) Adult theaters.

(7) Escort agencies.

(8) Nude model studios.

(9) Sexual encounter centers.

(10) Introductory services.

Escort means a person who, for consideration, agrees or offers to act as a companion, guide or date for another person, or who agrees or offers to privately model lingerie or to privately perform a striptease for another person.

Escort agency means a person or business association who furnishes, offers to furnish or advertises to furnish escorts as one of its primary business purposes for a fee, tip, or other consideration.

Establishment means and includes any of the following:

(1) The opening or commencement of any sexually oriented business as a new business; or

(2) The conversion of an existing business, whether or not a sexually oriented business, to any sexually oriented business;

(3) The addition of any sexually oriented business to any other existing sexually oriented business; or

(4) The relocation of any sexually oriented business.

Introductory service means any person who, for financial consideration, offers to assist any person, meet any other person for social or personal purposes not connected with or forming a part of another lawful business or professional activity.

Nude model studio means any place where a person who appears in a state of nudity or displays "specified anatomical areas" is provided to be observed, sketched, drawn, painted, sculptured, photographed, or similarly depicted by other person who pay money or any form of consideration.

Nudity or state of nudity means the appearance of a human bare buttock, anus, male genitals, female genitals, or female breast.

Permittee and/or license means a person in whose name a permit and/or license to operate a sexually oriented business has been issued, as well as the individual listed as an applicant on the application for a permit and/or license.

Person means an individual, proprietorship, partnership, corporation, association or other legal entity.

Seminude means a state of dress in which clothing covers no more than the genitals, pubic region, and aureole of the female breast, as well as portions of the body covered by supporting straps or devises.

Sexual encounter center means a business or commercial enterprise that, as one of its primary business purposes, offers for any form of consideration:

(1) Physical contact in the form of wrestling or tumbling between persons of the opposite sex; or

(2) Activities between male and female persons and/or persons of the same sex when one or more of the persons is in a state of nudity or seminude.

Sexually oriented business means an adult arcade, adult bookstore or adult video store, adult cabaret, adult motel, adult motion picture theater, adult theater, escort agency, nude model studio or sexual encounter center.

Specified anatomical areas means the male genitals in a state of sexual arousal and/or the vulva or more intimate parts of the female genitals.

Specified sexual activities means and includes any of the following;

(1) The fondling or other erotic touching of human genitals, pubic region, buttocks, anus or

female breasts;

(2) Sex acts, normal or perverted, actual or stimulated, including intercourse, oral copulation or sodomy;

(3) Masturbation, actual or simulated; or

(4) Excretory function as part of or in connection with any of the activities set for in (1) through (3) above.

Substantial enlargement of a sexually oriented business means the increase in floor area occupied by the business by more than twenty-five (25) per cent, as the floor area exist on February 22, 1990.

Transfer of ownership or control of a sexually oriented business means and includes any of the following:

(1) The sale, lease, or sublease of the business;

(2) The transfer of securities which constitute a controlling interest in the business, whether by sale, exchange or similar means; or

(3) The establishment of a trust, gift, or similar legal device which transfers the ownership or control of the business, except for transfer by bequest or other operation of law upon the death of the person possessing the ownership or control.

Shipping containers. A box, crate, or structure of any size and constructed of any durable material, the purpose of which is to convey, transport, package or store a product.

Sign. Any object, device, display or structure, or part thereof, situated outdoors or indoors, which is used to advertise, identify, display, direct, or attract attention to an object, person, institution, organization, business, product, service, event, or location by any means including words, letters, figures, design, symbols, fixtures, colors, illumination or projected images.

Sign, abandonment. A sign structure not containing a sign for one hundred twenty (120) continuous days, or a sign not in use for one hundred twenty (120) continuous days, or a sign advertising a business no longer occupying the site on which the sign exists or to which it refers.

Sign, animated. Any sign that uses movement or change of lighting to depict action or creates a special effect or scene.

Sign, awning, canopy or *marquee.* A sign that is mounted or painted on or attached to an awning, canopy or marquee.

Sign, banner. Any sign of lightweight fabric or similar material that is permanently mounted to a pole or a building by a permanent frame at one or more edges. National flags, state or municipal flags, or the official flag of any institution or business shall not be considered banners.

Sign, bench. A sign located on any part of the surface of a bench or seat placed on or adjacent to a public right-of-way.

Sign, billboard. A sign which directs attention to a business, commodity, service, or entertainment conducted, sold or offered at a location other than the premises on which the sign is located.

Sign, building. Any sign attached to any part of a building.

Sign, changeable copy. A sign or portion thereof with characters, letters or illustrations that can be changed or rearranged without altering the face or the surface of the sign. A sign on which the message changes more than eight (8) times per day shall be considered an animated sign and not a changeable copy sign for purposes of this ordinance. A sign on which the only copy that changes is an electronic or mechanical indication of time or temperature shall be considered a "time and temperature" portion of a sign and not a changeable copy sign for purposes of this ordinance.

Sign, face. The area or display surface used for the message.

Sign, free-standing. Any nonmovable sign not affixed to a building.

Sign, incidental. A sign, generally informational, that has a purpose secondary to the use of the zone lot on which it is located, such as "no parking", "entrance", "loading only", "telephone", and other similar directives. No sign with a commercial message legible from a position off the zone lot on which the sign is located shall be considered incidental.

Sign, permanent. A sign attached to a building, structure or the ground in some manner and made of materials intended for more than short term use.

Sign, political. A temporary sign, announcing political candidates or issues in connection with any national, state, or local election.

Sign, portable. A sign that is not permanently affixed to a building, structure or the ground.

Sign, projecting. A sign that is wholly or partly dependent upon a building for support and which projects more than twelve (12) inches from such building.

Sign, roof. A sign that is mounted on the roof of a building or which is wholly dependent upon a building for support and which projects above the point of a building with a flat roof, the eaves line of a building with a gambrel, gable, or hip roof or the deckline of a building and a mansard roof.

Sign, temporary. A sign that is used only for a short period of time and is not permanently mounted.

Sign, wall. Any sign attached to and within six (6) inches of a wall surface, or erected and confined within the limits of an outside wall of any building or structure, which is supported by such walls or building, and which displays only one sign surface.

Sign, window. A sign that is applied or attached to the exterior of a window or located in such manner within a building that it can be seen from the exterior of the structure through a window.

Small-scale distillery. An alcohol distillery where the maximum annual sales are less than one hundred thousand (100,000) proof gallons.

South Carolina Manufactured Housing Board. Is authorized by state statute to regulate the construction, repair, modification, installation, tie-down, hook-up, and sale of manufactured homes in South Carolina, which board has adopted for regulation of manufactured home the Federal Manufactured Housing Construction and Safety Standards, promulgated by HUD, and contained in the board's Manufactured Housing Regulations, May 26, 1990.

Street. Any thoroughfare (drive, avenue, boulevard), or space more than eighteen (18) feet in right-of-way width which has been dedicated, deed or designated for vehicular traffic, public or private.

Street, major. Includes all state primary and federal aid highways and streets that serve to circulate traffic on to, out or around the city, having signals at important intersections and stop signs on side streets and/or one having controlled access and channelized intersection.

Street, minor. A street designed principally to collect traffic from subdivisions and provide access to abutting property.

Street, private. A street not dedicated for public use or maintenance.

Structure. (As defined by the Standard Building Code).

Structural alterations. Any change in the supporting members of a building, such as the bearing walls, beams or girders, or any change in the dimension or configuration of the roof or exterior walls.

Travel trailer or recreational vehicle. A structure that (1) is intended to be transported over the streets and highways (either as a motor vehicle or attached to or hauled by a motor vehicle), and (2) is designed for temporary use as sleeping quarters, but that does not satisfy one or more of the definitional criteria of a mobile or manufactured home or modular unit.

Tree, grand. Excluding pine, sweetgum, and invasive-species trees, any tree twenty-four (24) inches or greater DBH.

Tree, healthy. A tree not showing obvious signs of disease or damage or a tree with a grade of A, B, or C according to a certified arborist

Tree, invasive-species. Tree species as designated by the South Carolina Forestry Commission.

Tree, mitigation. A native tree greater than two (2) inches DBH and less than ten (10) inches DBH found existing on the development site, including within buffer areas, and which is offered as a replacement tree. Mitigation trees must be identified on the site survey protected during site disturbance. Pine, sweetgum, and invasive-species trees shall not be used as mitigation trees.

Tree, protected. Excluding pine, sweetgum, and invasive-species trees, any tree ten (10) inches DBH and greater, on-site mitigation trees greater than two (2) inches DBH and smaller than ten (10) inches DBH, trees of six (6) inches DBH and greater in the Upper Dorchester SC642 High Intensity Commercial Node front forty-foot buffer.

Tree, replacement. A tree of at least two (2) inches DBH which is intended to replace a like number of tree inches cut as part of an approved tree cutting plan. Replacement trees shall be of the same species that was cut if native to the South Carolinian Lowcountry. If the species cut was not native, then a substitution may be approved by the zoning administrator on the affirmative recommendation of the city horticulturist.

Tree, significant. Excluding pine, sweetgum, and invasive-species trees, all other trees of at least ten (10) inches DBH and less than twenty-four (24) inches DBH.

Understory tree. A small tree that forms the layer of vegetation under the canopy trees in a forest. Examples of such trees include dogwoods, sourwoods, fruit trees and others.

Use, accessory. See building, accessory.

Use. The purpose or activity for which land or any building thereon is designed, arranged or intended, or for which it is occupied or maintained.

Use, institutional. A use is supportive of the residential community. These uses provide indoor space for recreation, hobbies, meetings, education, day care, and head start services, and worship as well as cultural facilities, group quarters for religious groups and the infirm or elderly. While some uses may be operated for private profit, they duplicate services that are generally provided by public or non-profit groups.

Use, principal. The primary purpose for which land is used.

Variance. A modification of the area regulations of this ordinance, granted by the board of zoning appeals, where such modification will not be contrary to the public interest, and where, owning to conditions peculiar to the property, a literal enforcement of the ordinance would result in unnecessary and undue hardship, and where such modification will not authorize a principal or accessory use of the property which is not permitted within the zoning district in which the property is located.

Vegetation. Any object of natural growth.

Wetlands. Areas of one-quarter (.25) acre or more where standing water is retained for a portion of the year and unique vegetation has adopted to the area. Jurisdictional wetlands are those over which the U.S. Corps of Engineers has permitting jurisdiction.

Yard. An open space that lies between the principal or accessory building or buildings and the nearest lot line. Such yard is occupied and obstructed from the ground upward except as may be specifically provided by this ordinance.

Yard, front. A yard, which is intended as a public front, extending the full width of the front of a lot between the front (street) right-of-way line or property line and the front building line.

Yard, rear. A yard, which is not intended as a public front, extending the full width of the lot in the areas between the rear lot line and the rear building line and or areas that abut back alleys.

Yard, required. That part of a yard between the lot line and the minimum required building setback line, within which no structure shall be located except as provided by this ordinance.

Yard, side. A yard extending the full length of the lot in the area between the side lot line and a side building line.

Zoning district. A specifically delineated areas or district in the city within which regulations and requirements govern the use, placement, spacing and size of land and buildings.

(Ord. No. 1986-61, 12-11-86; Ord. No. 1987-20, 4-9-87; Ord. No. 1990-36, 7-12-90; Ord. No. 1992-37, § 1, 10-8-92; Ord. No. 1992-47, 11-5-92; Ord. No. 1993-7, 3-11-93; Ord. No. 1993-8, 3-25-93; Ord. No. 1995-52, 10-24-95; Ord. No. 1996-35, 7-25-96; Ord. No. 1996-47, 8-22-96; Ord. No. 1998-62, 7-23-98; Ord. No. 2002-068, 9-26-02; Ord. No. 2002-088, 11-26-02; Ord. No. 2006-62, 9-28-06; Ord. No. 2007-19, § (5), 4-26-07; Ord. No. 2009-13, 3-26-09; Ord. No. 2010-071, 10-28-2010; Ord. No. 2014-017, 3-27-2014; Ord. No. 2015-032, 8-27-2015; Ord. No. 2018-069, 12-20-2018; Ord. No. 2020-016, 2-27-2020; Ord. No. 2020-037, Exh. A, 8-27-2020; 2021-009, Exh. A, 2-25-2021; Ord. No. 2021-024, Exh. A, 3-25-2021; Ord. No. 2022-021, Exh. A, 3-24-2022)

ARTICLE IV. - GENERAL PROVISIONS

Section 4-1. - Official zoning map:

The boundaries of the use districts included herein shall be shown by one or a series of maps entitled, "Official Zoning Map, City of North Charleston, South Carolina," which together with all explanatory matter thereon is hereby adopted by reference and declared to be a part of this ordinance.

Each map bearing the designation, "Official Zoning Map, City of North Charleston, South Carolina," shall be identified by the signature of the Mayor of the City of North Charleston, attested by the Clerk of Council, and bearing the seal of the City under the words: "Official Zoning Map, City of North Charleston, South Carolina," together with the date of the adoption of this ordinance.

Section 4-2. - Establishment of districts:

For the purposes of this section, twelve (12) zoning districts are hereby established and termed respectively, class R-1 or single-family residential districts; class R-1A or low-to-medium density residential districts; class R-2 or multi-family residential districts; class R-3 or mobile home residential districts; class ON or neighborhood office districts; class B-1 or limited business districts; B-2 or general business districts; class M-1 or light industrial districts; class M-2 or heavy industrial districts; class PD or planned development districts; class CRD or commercial redevelopment districts; and class AG or agricultural districts, all of which shall be shown on the zoning map. Thirteen (13) overlay zoning districts are hereby established and termed respectively, AR-I or Ashley River Scenic District I; AR-II or Ashley River Scenic District II; AR-III or Ashley River Scenic District III; Dorchester Road Corridor I District; Dorchester Road Corridor II District; Ladson Road

Overlay District; University Boulevard Overlay District; Old Village Business Overlay District; Olde North Charleston Historic District; Olde North Charleston Neighborhood Conservation District; West Ashley Overlay District; Rivers Avenue South Overlay District; and Upper 52-78 Overlay District.

No building, land, structure, or premises shall be erected or used except in conformity with the regulations prescribed in this chapter (appendix) for the use districts in which they are located; provided, however, that the city council may, in its discretion, locate its public facilities in any of the classifications established.

(Ord. No. 1985-17, 3-28-85; Ord. No. 1990-36, 7-12-90; Ord. No. 1991-16, 5-9-91; Ord. No. 1995-8, 3-23-95; Ord. No. 1996-22, 5-9-96; Ord. No. 1996-42, 8-22-96; Ord. No. 1997-19, 3-27-97; Ord. No. 1998-70, 8-13-98; Ord. No. 1999-13, 2-25-99; Ord. No. 1999-35A, 8-3-99; Ord. No. 2000-011, 2-24-00; Ord. No. 2006-10, 3-23-06; Ord. No. 2021-009, Exh. A, 2-25-2021; Ord. No. 2021-070, Exh. A, 10-28-2021)

Section 4-3. - Interpretation of district boundaries:

Where uncertainty exists as to the boundaries of districts as shown on the official zoning map, the following rules shall apply:

(a) Boundaries indicated as approximately following the center lines or right-of-way lines of streets, highways, alleys, railways, or public utility easements shall be construed to follow such lines;

(b) Boundaries indicated as approximately following plotted lot or tract lines shall be construed as following such lines, whether public or private;

(c) Boundaries indicated as approximately following the incorporated area or city limit lines, military reservation boundaries or special district lines, as amended from time to time, shall be construed to follow such lines;

(d) Boundaries indicated as approximately following the center, mean high water mark, or shoreline of streams, rivers, canals, lakes, marsh areas, or other bodies of water, low land, or tidal areas, shall be construed to follow such boundaries;

(e) Boundaries indicated as parallel to or extensions of features indicated in subsections (a) through (d) above shall be so construed when distances are not specifically indicated on the official zoning map, or in other circumstances not covered by subsections (a) through (d) above, the board of adjustment shall interpret the district boundaries.

Section 4-4. - Annexations and newly recognized lands:

All territory which may hereafter be annexed into the City of North Charleston, South Carolina, shall be considered to be within the zoning district which most closely corresponds to the zoning/land use indicated in the Comprehensive Development Plan of the City of North Charleston. Where the comprehensive development plan does not offer a specific zoning recommendation, the planning director shall identify an appropriate zoning category based on consideration of the city's current comprehensive plan and future land use map for neighboring areas, the previous county or other zoning in place on the parcels, and such other

factors as the planning director may deem appropriate. In such instances, the annexed property may be zoned according to the planning director's recommendation upon its annexation and favorable action by the city council, as required.

In instances in which newly recognized parcels/properties appear in the city which have previously had no assigned zoning on the underlying land, the zoning administrator shall have the administrative authority, should he/she so desire, to assign to such property the same zoning designation as exists on an adjacent parcel. In exercising such authority the zoning administrator shall consider the comprehensive development plan, neighboring uses, and the zoning classification of surrounding properties.

(Ord. No. 1986-69, 12-30-86; Ord. No. 1990-19, 4-12-90; Ord. No. 1990-36, 7-12-90; Ord. No. 1991-16, 5-9-91; Ord. No. 2000-061, 9-28-00; Ord. No. 2003-006, 2-27-03; Ord. No. 2005-1, 1-13-05; Ord. No. 2014-039, 8-28-2014)

Section 4-5. - Nonconforming uses, buildings, structures, conditions, and lots:

Nonconforming uses, buildings, structures, conditions, and lots are declared by this section to be incompatible with permitted uses or requirements in the districts in which they are located. However, to avoid undue hardship, the lawful use of any such use, building or structure at the time of the enactment, amendment, or revision of this section may be continued even though such structure does not conform with the provisions of this section, subject to the below:

(a) Nonconforming uses shall not be:

(1) Changed to another nonconforming use which would not otherwise be permitted in the same zoning district in which the existing nonconforming use is located.

(2) Enlarged.

(3) Reestablished or replaced after discontinuance of the use or physical removal or relocation of the use from its original location for a period of six (6) months, except that, when a nonconforming use of any building or land has (1) been found to be a public nuisance through judicial or quasijudicial proceeding or (2) been terminated by way of a business license revocation, it shall not be reestablished or changed to any use not in conformity with the provisions of this section.

(b) Buildings or structures of a type which are nonconforming as to the zoning district in which they are located shall not be:

(1) Enlarged.

(2) Reestablished, reoccupied, or replaced after the physical removal or relocation of the building from its original location for a period of six (6) months, except that:

A. Nonconforming manufactured homes, once removed, shall be replaced within thirty (30) days of removal or forfeit nonconforming status, and if replaced shall not infringe on established setbacks, and shall meet in full the requirements of section 6-1 of this

[appendix]. Manufactured homes damaged or destroyed by fire, acts of nature or other cause shall be replaced within sixty (60) days of the time of casualty or the non-conforming status shall be forfeited.

B. Other than manufactured homes, existing residential units may be reestablished, regardless of the amount of time since last used, provided that the existing units were, or were likely to have been, lawfully constructed/established. If more than six (6) months have passed since the physical removal of the residential units from the original location, only conforming buildings or structures may be permitted.

(c) Nonconforming conditions such as setback encroachments, lack of required parking, and insufficient lot areas, may not be:

(1) Enlarged so as to increase their nonconformity. (Any enlargement must meet setback requirements.)

(2) Repaired, rebuilt, or altered after any damage in such a way as to increase the nonconformity of side, rear or front yard setbacks or other applicable requirements or to reduce the amount of off-street parking below the amount provided prior to such damage.

This section shall not be applicable to any condition of the property which is nonconforming to a zoning requirement for which an amortization period was imposed.

(d) *Existing nonconforming lots of record.* Where a lot does not conform to the dimensional requirements of this section, such lot may nonetheless be used as a building site. The zoning administrator is authorized to issue an administrative variance to permit building on the property provided that none of the applicable setback or buffer requirements for the proposed construction are reduced by more than fifty (50) per cent below the minimums specified elsewhere within the city's ordinances. If building upon the nonconforming lot of record as proposed would require a reduction of greater than fifty (50) per cent from any of the applicable setback requirements, then the matter shall be referred for consideration to the board of zoning appeal under its normal procedures.

(Ord. No. 1985-17, § 3-28-85; Ord. No. 1990-36, 7-12-90; Ord. No. 1996-20, 5-9-96; Ord. No. 1996-38, 7-25-96; Ord. No. 1998-90, 11-12-98; Ord. No. 2003-013, 2-27-03; Ord. No. 2006-28, § 1, 5-25-06; Ord. No. 2010-25, 4-22-2010; Ord. No. 2020-044, Exh. A, 9-24-2020; Ord. No. 2021-057, Exh. A, 8-28-2021; Ord. No. 2021-076, Exh. A, 11-23-2021)

Section 4-6. - Lot requirements—Street access:

Each principal building shall be located on a lot or parcel having direct vehicular and pedestrian access to one of the following:

(1) A publicly dedicated or publicly maintained street;

(2) An approved private street; or

(3)

A recorded access easement. For residential lots, such access easement must be a minimum of sixteen (16) feet wide. For non-residential lots, such access easement must be a minimum of twenty-four (24) feet wide.

(Ord. No. 1998-85, 9-24-98; Ord. No. 2022-054, Exh. A, 10-27-2022)

Section 4-6.1. - Same—Yard measurements; buildable area:

The required front, side and rear yards for individual lots, as set forth for the particular zoning district within which a given lot is located, shall be measured inward toward the center of said lot from all points along the respective front, side and rear property lines of the lot. Once the yard areas of a given lot have been established, the remaining area of the lot which is not included in any required front, side or rear lot shall be know as the buildable area within which the approved structure(s) shall be placed.

(Ord. No. 1998-85, 9-24-98)

Section 4-6.2. - Same—Conformity with regulations:

No land or structure shall be used or occupied, and no structure or portions thereof shall be constructed, erected, altered, or moved, unless in conformity with all of the regulations specified for the district in which it is located.

No structure shall be erected or altered:

(1) With greater height, size, bulk, or other dimensions;

(2) To accommodate or house a greater number of families;

(3) To occupy a greater percentage of lot area;

(4) To have narrower or smaller rear yards, front yards, side yards or other open spaces, than required by this ordinance, or in other manner contrary to the provisions of this ordinance.

(Ord. No. 1998-85, 9-24-98)

Section 4-6.3. - Minimum requirements established:

The minimum lot area, yards, buffer areas, and open space required by these regulations for each lot, parcel or building existing at the time of the passage of this ordinance shall not be encroached upon or reduced, or considered as required yards or open space for any other building. Yards or lots created after the effective date of this ordinance shall meet at least the minimum requirements established by this ordinance.

(Ord. No. 1998-85, 9-24-98)

Section 4-6.4. - Lot reduction prohibited:

The lot or yard areas required by this ordinance for a particular building shall not be diminished and shall not be included as part of the required lot or yard areas of any other building. The lot or yard areas of buildings existing at the time of the initial passage of this ordinance shall not be diminished below the requirements herein provided and such required areas shall not be included as part of the required areas of any building hereafter erected. This ordinance shall not interfere with or abrogate or annul any easements, covenants or other agreements between parties; provided, that where this ordinance imposes a greater restriction upon the use of buildings or premises or required yards than are imposed or required by such prior provisions of law or ordinance, the provisions of this ordinance shall control.

(Ord. No. 1998-85, 9-24-98)

Section 4-7. - Structures and projections into required yards and setback areas:

Every building or structure hereafter erected or established shall be located within the buildable areas as defined by this section, and in no case shall such buildings extend beyond the buildable area into the respective front, side, rear yards or other setbacks required for the district in which the lot is located, except for the following:

(1) Ornaments, eaves, chimneys, cornices, window sills, awnings and canopies, which may project into any required yard a distance not to exceed three (3) feet.

(2) [Reserved.]

(3) Fences and walls provided that:

a. No such structure when located in an R-1, R-1A, R-2, or R-3 zoning district shall measure more than four (4) vertical feet in height when located in a front yard, except under the following conditions

i. Fences or walls proposed on residentially zoned parcels located adjacent to dissimilarly residentially zoned or used parcels, commercially zoned parcels, or industrially zoned parcels may utilize a fence height consistent with the fence height permitted on the adjacent parcel along the common property line.

ii. Fences and walls for places of worship, schools, and other non-residential uses, including public facilities, which are located in residential districts shall measure no more than six (6) vertical feet in height when located in a front yard, provided the fence is constructed of chainlink or wrought iron material.

iii. Flag lots and lots that share common boundary lines with flag lots are exempt from the four-foot maximum front yard fence height along the common boundary lines.

b. No such structure when located in a commercial zoning district or in the side or rear yards of a residential lot shall measure more than eight (8) feet. Residentially used properties located in commercial zoning districts shall be subject to the front yard height requirements above.

c. No such structure when located in an industrial zoning district shall exceed ten (10) feet in height.

d. Fences at athletic facilities are exempt from maximum fence heights.

e. Telecommunications facilities shall provide fences as per the requirements of article IX.

f. The finished side of the fence or wall shall be directed outward. The finished side is the side whose framing, supports, or posts are not visible.

g. No fence or wall shall impede visibility as required by section 4-13.

h. *Permitted materials:*

   i. Materials permitted for a fence or wall are brick, stone, decorative block, wood, chain link, metal tubing or wrought iron. Vinyl or fiberglass composite materials may be utilized if the material is approved for use by manufacturer or general building standards for fencing materials. Metal posts will be allowed on wood fences.

   ii. Barbed and razor wire may be used under the following conditions:

      A. The area to be surrounded by such wire is commercially or industrially zoned;

      B. The wire is affixed to the top of a fence or wall made of one or more of the permitted materials listed above;

      C. The wire, when added to the top of the fence or wall, will not exceed the maximum allowed fence height plus two feet; and

      D. The wire cannot be installed along the right-of-way.

i. *Prohibited materials.*

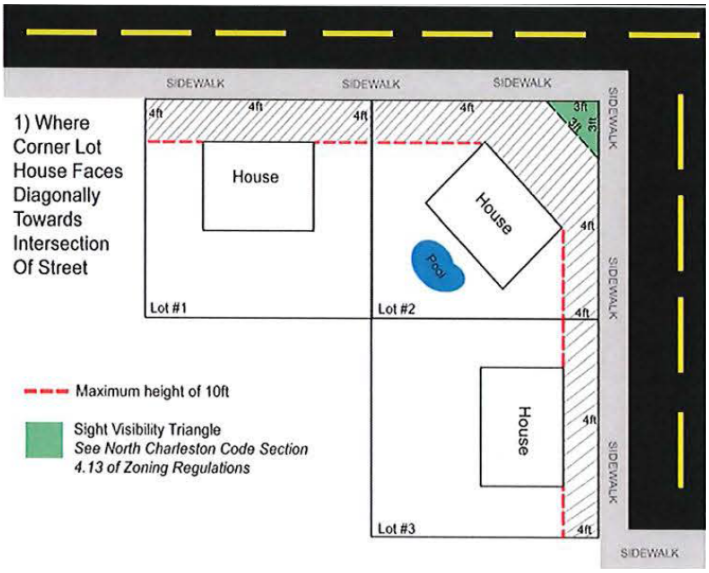
   i. No person shall use for a fence rope, string, hog wire, wire fabric, cut or broken glass, paper, metal panels, corrugated metal panels, galvanized sheet metal, plywood, fiberglass panels, or plastic panels in any fence provided, however, that chain link fence material is allowable. The building official of the building department or his designee may require the applicant to provide the manufacturer's standards to establish intended use of a proposed fencing material.

   ii. No person shall construct a fence of wood, metal or plastic products that are designed specifically for uses other than fence construction.

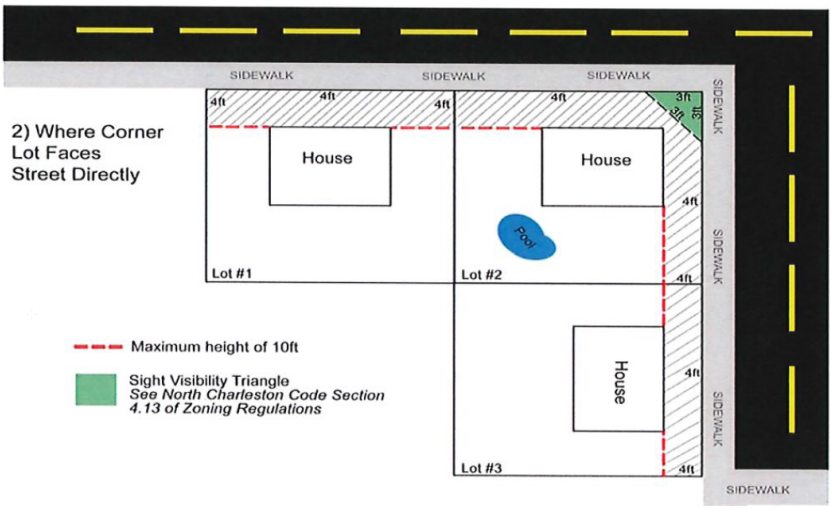
   iii. No person shall construct a fence of damaged or unsafe materials.

j. *Corner lots.*

   i. Where house faces diagonally towards intersection of streets, see diagram below.



ii. Where house faces one (1) street front directly, see diagram below.



(4) The zoning administrator is authorized to issue an administrative variance to permit structures within commercial and industrial districts which are adjacent to railroads may locate closer to the railroad right-of-way than the permitted side or rear yard setbacks of the respective zoning districts provided that the applicable setback along the railroad right-of-way is not reduced by more than fifty (50) per cent below the minimums specified elsewhere within the city's ordinances. If building upon the lot would require a reduction of greater than fifty (50) per cent from any of the applicable setback requirement, then the matter shall be referred for consideration to the board of zoning appeals under its normal procedures. This setback reduction does not relieve the applicant of the need to meet other applicable codes, which may include the provision of a firewall.

(5) Structures necessary for the ingress and egress of persons with disabilities from a building or site, including, but not limited to, handrails and ramps, may encroach within a required setback the minimal amount necessary to achieve access when it has been determined to the satisfaction of the zoning administrator that the proposed improvements may not practicably be

located within the buildable area as defined in section 4-6.1. These exemptions do not relieve the applicant of the need to meet any other applicable codes with regard to accessibility standards.

(Ord. No. 1998-85, 9-24-98; Ord. No. 2000-034, 7-13-00; Ord. No. 2015-005, 1-22-2015; Ord. No. 2018-052, 8-23-2018; Ord. No. 2020-052, Exh. A, 10-22-2020; Ord. No. 2021-047, Exh. A, 6-24-2021; Ord. No. 2021-053, Exh. A, 7-15-2021)

Section 4-7.1. - Exceptions to height limitations:

The height limitations of this ordinance shall not apply to church spires, belfries, cupolas, domes not intended for human occupancy, monuments, water towers, utility poles, chimneys, conveyors, flag poles, masts, communication towers and antennas, or roof mounted mechanical equipment; provided, however, that such structures shall be separated from any adjoining property line in the R-1, R-1A and R-1B zoning districts by a distance equal to one (1) foot for each one (1) foot in height, measured from the nearest residential property line.

(Ord. No. 1998-85, 9-24-98)

Section 4-8. - Accessory uses:

Each of the following uses is considered to be a customary accessory use, and as such, may be situated on the same lot with the principal use or use to which it serves as an accessory:

(a) Uses customarily accessory to dwellings in all zoning districts:

1. Private garage;
2. Open storage space or parking areas for light vehicles, and recreational vehicles (i) when the use or storage of such vehicle is incident to the parcel's primary use; and (ii) subject to the conditions and limitations expressed in section 9-67(4). Recreational vehicles may not be occupied on-site. Open storage or parking of heavy commercial vehicles or heavy commercial trailers (defined within section 3-2 herein) upon any lot, land, street, right-of-way, or shoulder thereof in a residentially zoned area is prohibited unless such vehicle or trailer is attended and in the process of being actively loaded or unloaded. The parking of heavy vehicles or heavy trailers governed by this ordinance shall not be permitted to continue as a legal nonconforming (grandfathered) use pursuant to section 4-5, but rather shall be amortized out of existence no later than June 1, 2003.
3. Shed or tool room for the storage of equipment used in grounds or building maintenance;
4. Private kennel or other quarters for the keeping of poultry or animals for noncommercial purposes provided that such use does not generate a nuisance to adjoining properties;
5. Private swimming pool and bath house or cabana;
6. Private deck or bathhouse;
7. Swimming beach;

8. Noncommercial flower, ornamental shrub or vegetable garden, greenhouse or slat house not over eight (8) feet in height.
9. Carwashes for light vehicles in R-2, multifamily residential districts, only when the following conditions are met:
    a. Structure. The structure must be enclosed on all sides and include a roof and a garage-style door. The color and style of the structure must be harmonious with existing building(s) in the complex. The size of the structure is limited to one (1) building with one (1) bay per complex. Commercial vacuums are not permitted.
    b. System. The carwash is limited to hand washing with a water faucet and water hose. No mechanical washing device is allowed. No money can be collected on-site for use of the facility.
    c. Access. Access to the carwash must be limited to residents within the complex; and operation is only allowed from dawn to dusk.
    d. Drainage. All drainage, both natural and that reacted by the operation, shall be handled in a manner satisfactory to the department of public works and or any state or federal permits.
10. Solar panels mounted on a structure and freestanding solar panels limited to 5kW.

(b) Uses customarily accessory to church buildings in all zoning districts:

1. Religious education buildings;
2. Kindergartens, licensed day care centers and nursery schools;
3. Parsonage, pastorium or parish house;
4. Off-street parking area for the use without charge of members and visitors to the church;
5. Cemeteries.

(c) Uses customarily accessory to retail business and office uses in all zoning districts:

1. Off-street parking or storage area for customers, clients or employee owned vehicles;
2. Completely enclosed building for the storage of equipment, supplies, stock or merchandise to include mobile homes and prefabricated structures;
3. Assembly and/or repair of products incidental to the principal use provided such operation is not otherwise specifically prohibited in the district in which the principal use is located;
4. Watchmen or caretaker's dwelling shall be considered an accessory use provided that such dwelling is located on the premises of a permitted use.

(d) Uses customarily accessory to public uses, buildings, or activities in all districts: There shall be no limitations regarding accessory uses to any use, building, or activity operated within the public domain except that such uses, buildings, or activities must be directly related and

subordinate to the principal public use. Watchmen or caretaker's dwelling shall be considered an accessory use provided that such dwelling is located on the premises of a permitted use.

(e) Uses customarily accessory to manufacturing and warehousing uses in M-1 and M-2 industrial districts:

1. Except for shipping containers, there shall be no limitations regarding general accessory uses to any manufacturing or warehousing use on an M-1 or M-2 zoned parcel except that such uses, buildings, or activities must be directly related and subordinate to the principal public use. A watchman or caretaker's dwelling shall be considered as accessory use provided that such dwelling is located on the premises of a permitted use.
2. Shipping container/trailers may be used as an accessory storage unit on M-1 and M-2 zoned parcels, whether temporary or permanent, provided that the container/trailer is used as additional storage only for the current site occupant. All such containers/trailers shall be hidden from view by an opaque planting screen, fence, or a wall sufficient to screen neighboring or nearby property from view of the container storage, and in no event less than eight (8) feet in height above finished grade. No more than three (3) trailers or storage containers are allowed on each parcel. Containers may be un-mounted or grounded, but may not be stacked.

(f) The following accessory uses shall be allowed in CRD zoning districts with any permitted or conditional use:

1. Amphitheaters, outdoor.

(Ord. No. 1986-59, 11-6-86; Ord. No. 1990-36, 7-12-90; Ord. No. 1995-8, 3-23-95; Ord. No. 1998-59, 7-23-98; Ord. No. 1999-13, 2-25-99; Ord. No. 2002-089, 11-26-02; Ord. No. 2012-052, 12-20-2012; Ord. No. 2017-034, 5-25-2017; Ord. No. 2021-053, Exh. A, 7-15-2021)

Section 4-9. - Height and setback and other yard requirements for accessory uses:

All accessory uses operated in structures above ground level shall observe all setbacks, yard and other requirements set for the district within which they are located, except those water-oriented facilities such as beaches, docks, marina, boat houses, bait houses, etc., which shall be allowed to infringe into the required setback areas along shorelines and into rivers, lakes, streams and other waterways and unless specifically provided in this section.

(Ord. No. 1990-36, 7-12-90; Ord. No. 1998-85, 9-24-98; Ord. No. 1999-13, 2-25-99)

Section 4-10. - Off-street parking required:

The purpose of this regulation is to insure the reasonable provision of future off-street parking facilities within the City of North Charleston. Any use not enumerated herein below shall provide off-street parking facilities in the proportion required of the enumerated use which most closely is related to it.

(a) *Off-street parking requirements:* At the time of the erection of any building or structure or at the time any structure is enlarged, increased in capacity, or reoccupied, the following minimum off-street parking spaces are required on every lot on which the erection, enlargement or re-occupation occurs, or on a parking facility the title to which and/or easement for the use of which runs with and/or is appurtenant to the title to such building so erected and enlarged. Each fraction occurring in the total spaces required for a particular use shall be construed as one (1) additional space.

1. One-family dwellings, duplexes, townhouses, rowhouses, patio houses, garden and cluster units, and mobile homes: Two (2) spaces per dwelling unit;
2. Multi-family dwellings: Studio/efficiency units: One (1) space per dwelling unit; one-bedroom units: One and one-quarter (1.25) spaces per dwelling unit; two-bedroom units and larger units: two (2) spaces per dwelling unit;
3. Group homes and senior independent living housing: One (1) space for each living unit;
4. Hotels: One (1) space for each three (3) guest bedrooms;
5. Motels and tourist courts: One (1) space for each guest bedroom;
6. Mobile home park: Two (2) spaces for each accommodation;
7. Hospitals: One (1) space for each two (2) beds;
8. Sanitariums, rest, convalescent or nursing homes: One (1) space for each six (6) beds;
9. Home for aged or orphanage: One (1) space for each six (6) beds;
10. High schools; public, private and parochial: One (1) space for each four (4) seats in the main assembly hall plus one (1) space for each classroom;
11. Kindergarten, elementary and junior high schools: Two (2) spaces for each employee;
12. Church or other place of worship, fraternal hall, arena, armory, assembly hall, community center, concert hall, convention hall, dance hall, skating rink, public hall, stadium or theater, or other place of public assembly: One (1) space for each four (4) seats in the main auditorium, assembly room, seating area, or one (1) space for each fifty (50) square feet of floor area usable for seating where seating is not fixed;
13. Bowling alley: Five (5) spaces for each alley;
14. Business and professional offices including public offices: One (1) space for each three hundred (300) square feet of total floor area;
15. Banks: One (1) space for each two hundred (200) square feet of gross floor area;
16. Restaurants and similar establishments serving food and beverage: One (1) space for each one hundred (100) square feet of total floor area;
17. Automobile repair garage: One (1) space for each two (2) employees at maximum employment on a single shift, plus one (1) space for each two hundred fifty (250) square feet

of auto repair or maintenance space;

18. Service station: Two (2) spaces for each grease rack or similar facility plus one (1) space for each employee at period of greatest employment;
19. Funeral homes: One (1) space for each four (4) seats in all assembly rooms, plus two (2) spaces for each employee;
20. General business, commercial or personal service establishments catering to the retail trade: One (1) space for each three hundred (300) square feet of total floor space;
21. Commercial, manufacturing and industrial establishments not catering to the retail trade: One (1) space for each two (2) employees at maximum employment on a single shift;
22. College or other institution of higher learning, business, trade, or other school, accessory uses to such facilities, libraries: One space for each one hundred (100) square feet of total inside floor space;
23. Carnivals: One (1) space for each one hundred (100) square feet of activity space; activity space is to be measured around the perimeter or the total activity area. If carnival is operating on premises of a shopping mall, ten (10) per cent of the required parking may be shared with the shopping mall's required parking. Based on the shopping mall's hours of operation and types of buses, the building official may increase the total shared amount of required parking to a maximum of twenty (20) per cent.

(b) *Shared parking:*

1. Shared parking facilities may be provided subject to the approval of the zoning administrator where two (2) or more land uses can be joined or coordinated to achieve efficiency of vehicular and pedestrian circulation, economy or space and a superior grouping of buildings or uses.
2. Shared parking spaces must be located within six hundred (600) feet of the primary entrance of all uses served, unless remote parking shuttle bus service is provided.
3. Where vehicular access is provided between adjoining non-residential sites and the peak operating hours of adjoining uses do not overlap, the uses may share up to fifty (50) per cent of required parking spaces.
4. An agreement providing for the shared use of parking areas, including an exhibit with the parking area depicted, executed by the parties involved, must be filed with the zoning administrator, in a form approved by the city attorney. Shared parking privileges will continue in effect only as long as the agreement, binding on all parties, remains in force. Agreements must guarantee long-term availability of the parking, commensurate with the use served by the parking. The minimum term for a shared parking agreement shall be ten (10) years. The parking agreement shall require that both parties to the parking agreement shall notify the city at least thirty (30) days prior to termination.

(c) *Exceptions and conditions regarding the reduction in area, number, and location of off-street parking spaces:*

1. The number of required parking spaces shall not be reduced except upon approval of the zoning board of appeals based upon a showing that, by reason of diminution in floor area, seating area, the number of employees, or change in other factors regulating the number of parking spaces, or by reason of the character of intensely developed surrounding properties, the continued enforcement of such requirement would prevent the reasonable use of the lot.

(d) *Design standards for off-street parking:*

1. Standard parking dimensions. Standard off-street parking spaces shall have a minimum dimension of nine (9) feet wide by nineteen (19) feet long, which is a total dimension of one hundred seventy-one (171) square feet.
2. Compact parking dimensions. Compact off-street parking spaces shall have a minimum dimension of eight (8) feet in width by fifteen (15) feet in length, which is a total dimension of one hundred twenty (120) square feet. The size of not more than twenty-five (25) per cent of the required parking spaces may be reduced to compact parking.
3. Handicapped parking dimensions. Handicapped parking space size and quantity shall be determined by building code and federal regulations and not factored into the compact parking space calculation.
4. Parking garages:
    a. Minimum width for standard parking spaces is eight (8) feet six (6) inches; for compact spaces seven (7) feet six (6) inches.
    b. Minimum parking bay depth (two (2) standard parking spaces and an aisle) is sixty (60′) feet for ninety (90°) degree parking; for sixty (60°) degree parking with one-way traffic, the minimum depth is fifty-four (54′) feet, for forty-five (45°) degree parking with one-way traffic, the minimum depth is forty-nine (49) feet.
    c. Parking garages may provide compact car spaces at a rate of up to forty (40) per cent of the total parking spaces provided.
    d. Handicapped parking space size and quantity shall be determined by building code and federal regulations and not factored into the compact parking space calculation.
5. Electric vehicle charging station spaces. Parking spaces served by electric vehicle charging stations count toward fulfilling off-street parking requirements.

(Ord. No. 1987-19, 4-9-87; Ord. No. 1987-20, 4-9-87; Ord. No. 1990-36, 7-12-90; Ord. No. 1995-8, 3-23-95; Ord. No. 1999-13, 2-25-99; Ord. No. 2009-65, 11-24-09; Ord. No. 2018-069, 12-20-2018; Ord. No. 2020-015, 2-27-2020; Ord. No. 2021-061, Exh. A, 9-23-2021)

Section 4-11. - Off-street loading:

(a) All uses shall provide off-street loading areas sufficient for their requirements. Such space shall be arranged so that no vehicle being loaded or unloaded in connection with normal operations shall stand in or project into a public street, walk, alley, or private street.

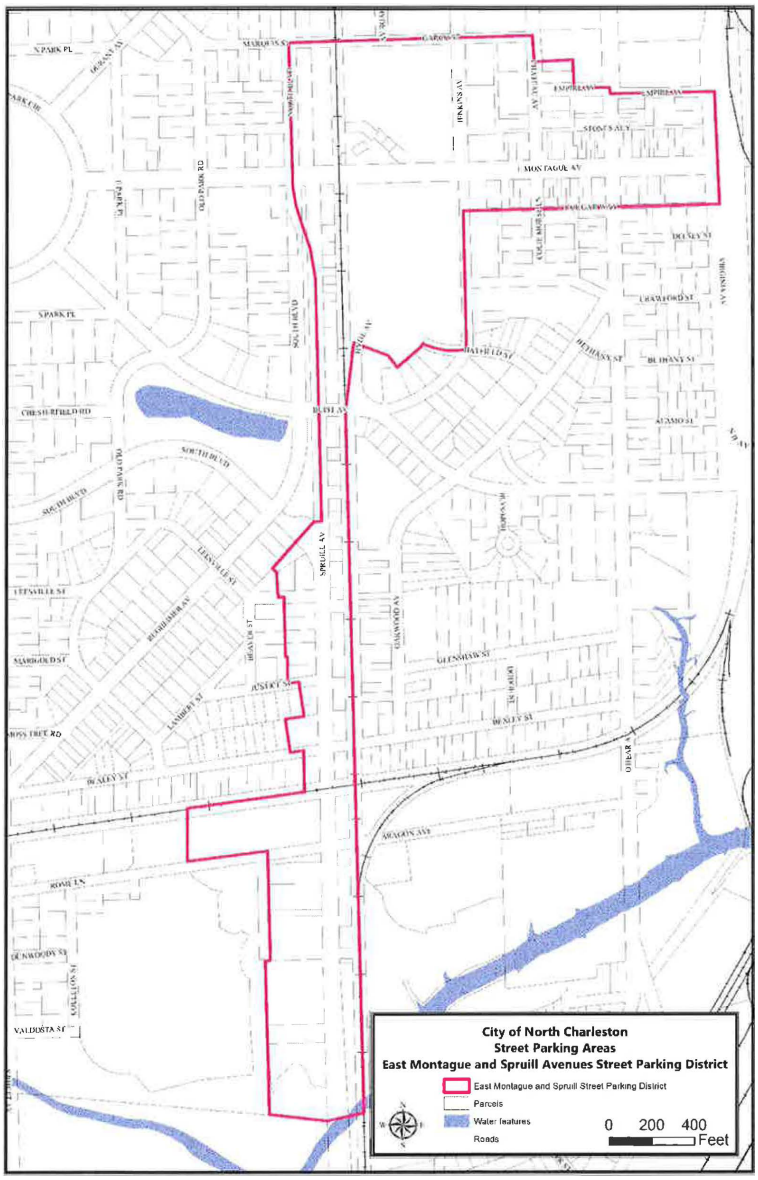
(b) Off-street loading and unloading areas shall in all cases be located on the same lot or parcel of land as the structures they are intended to serve.

(Ord. No. 1990-36, 7-12-90; Ord. No. 1998-83, 9-24-98)

Section 4-11.1. - Approval of parking and off-street loading plans and layouts:

(a) Designs and plans for areas to be used for off-street parking and off-street loading shall be subject to approval by the zoning administrator, who may withhold a permit or take other action if the layout of either would create avoidable safety or traffic congestion problems, pending acceptable modification of the layout, or appeal to the board of zoning appeals.

(b) *Street parking areas.* In areas featuring near zero lot line development in which shared or street parking was [present] at the time of initial development (hereinafter, "street parking areas" as shown on the maps below), no on-site parking shall be required via the zoning regulations. This exemption does not relieve the applicant of the need to meet other applicable codes with regard to accessibility standards.


City of North Charleston
Street Parking Areas
East Montague and Spruill Avenues Street Parking District
East Montague and Spruill Street Parking District
Parcels
Water features
Roads
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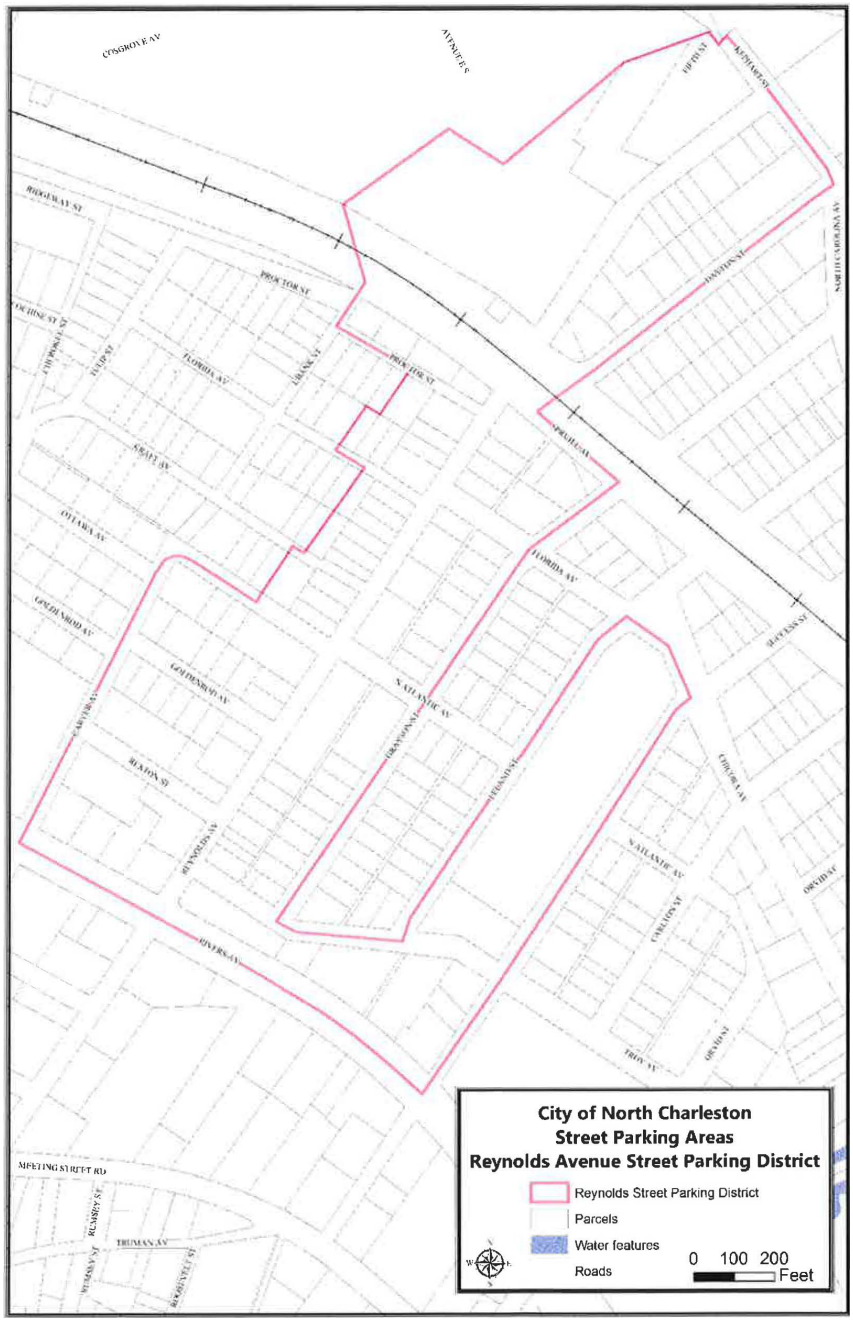


(Ord. No. 1998-83, 9-24-98; Ord. No. 2016-050, 11-22-2016; Ord. No. 2019-045, 8-22-2019)

Section 4-12. - Effect on ordinance on proposed violations:

In the administration of this ordinance, the fact that neighbors do not formally and publicly object to a proposed violation is not to be construed by the city council as an approval for the creating of a nonconforming use. The city council shall vary the provisions of this chapter [Appendix A] only when the best interest of the public will be served thereby.

Section 4-13. - Visibility at intersections:

Visibility at railroad and street intersections shall be unobstructed. No planting shall be placed or maintained and no fence, building, wall or other structure shall be constructed after the effective date of this ordinance, in such a manner as to obstruct visibility at intersections. No structure or planting shall be permitted at any point between a height of two and one-half (2½) feet and ten (10) feet above the upper face of the nearest curb (or street centerline if no curb exists) and within the triangular area bounded on two (2) sides by the street or railway right-of-way lines. However, poles and support structures less than twelve (12) inches in diameter may be permitted in such areas.

(Ord. No. 1998-85, 9-24-98)

Section 4-13.1. - Reserved.

Section 4-14. - Sexually oriented businesses.

(a) *Purpose and intent of this section.* It is the purpose of this section to regulate sexually oriented businesses to promote the health, safety, morals, and general welfare of the citizens of the city, and to establish reasonable and uniform regulations to prevent the continued deleterious location and concentration of sexually oriented businesses within the City of North Charleston. The provisions of this section have neither the purpose nor effect of imposing a limitation or restriction on the content of any communicative materials including sexually oriented materials. Similarly, it is not the intent or effect of this section to restrict or deny access by adults to sexually oriented materials protected by the First Amendment, or to deny access by the distributors and exhibitors of sexually oriented entertainment to their intended market. Neither is it the intent or effect of this section to condone or legitimize the distribution of obscene materials.

(b) *Definitions.*

(1) *Adult arcade* means any place to which the public is permitted or invited wherein coin-operated or slug-operated or electronically, electrically, or mechanically controlled still or motion picture machines, projectors, or other image-producing devices are maintained to show images to five (5) or fewer persons per machine at any one time, and where the images so displayed are distinguished or characterized by the depicting or describing of "specified sexual activities" or "specified anatomical areas."

(2) *Adult bookstore* or *adult video store* means a commercial establishment which, as one of its principal business purposes, offers for sale or rental for any form of consideration any one or more of the following:

a. Books, magazines, periodicals or other printed matter, or photographs, films, motion pictures, video cassettes or video reproductions, slides, or other visual representations which depict or describe "specified sexual activities" or "specified anatomical areas"; or

b.

Instruments, devices, or paraphernalia which are designed for use in connection with "specified sexual activities." A commercial establishment may have other principal business purposes that do not involve the offering for sale or rental of material depicting or describing "specified sexual activities" or "specified anatomical areas" and still be categorized as an adult bookstore or adult video store. Such other business purposes will not serve to exempt such commercial establishment from being categorized as an adult bookstore or adult video store so long as one of its principal business purposes is the offering for sale or rental for consideration the specified materials which depict or describe "specified sexual activities" or "specified anatomical areas."

(3) *Adult cabaret* means a club, restaurant, or similar commercial establishment which regularly features:

a. Persons who appear in a state of nudity; or

b. Live performances which are characterized by the exposure of "specified anatomical areas"; or

c. Films, motion pictures, video cassettes, slides, or other photographic reproductions which are characterized by the description of "specified sexual activities" or "specified anatomical areas."

(4) *Adult motel* means a hotel, motel, or similar commercial establishment which:

a. Offers accommodations to the public for any form of consideration; provides patrons with closed-circuit television transmissions, films, motion pictures, video cassettes, slides, or other photographic reproductions which are characterized by the depiction or description of "specified sexual activities" or "specified anatomical areas"; and has a sign visible from the public right-of-way which advertises the availability of this adult type of photographic reproductions; or

b. Offers a sleeping room for rent for a period of time that is less than ten (10) hours; or

c. Allows a tenant or occupant of a sleeping room to subrent the room for a period of time that is less than ten (10) hours.

(5) *Adult motion picture theater* means a commercial establishment where, for any form of consideration, films, motion pictures, video cassettes, slides, or similar photographic reproductions are regularly shown which are characterized by the depiction or description of "specified sexual activities" or "specified anatomical areas."

(6) *Adult theater* means a theater, concert hall, auditorium, or similar commercial establishment which regularly features persons who appear in a state of nudity or live performances which are characterized by the exposure of "specified anatomical areas" or by specified sexual activities."

(7) *Escort* means a person who, for consideration, agrees or offers to act as a companion, guide, or date for another person, or who agrees or offers to privately model lingerie or to privately perform a striptease for another person.

(8) *Escort agency* means a person or business association who furnishes, offers to furnish, or advertises to furnish escorts as one of its primary business purposes for a fee, tip, or other consideration.

(9) *Establishment* means and includes any of the following:

a. The opening or commencement of any sexually oriented business as a new business;

b. The conversion of an existing business, whether or not a sexually oriented business, to any sexually oriented business;

c. The additions of any sexually oriented business to any other existing sexually oriented business; or

d. The relocation of any sexually oriented business.

(10) *Knowingly* means to do "something voluntarily, to do it deliberately, not to do something by mistake or by accident or even negligently." *United States v. Bay State Ambulance,* 874 F.2d 20 (1st Cir. 1989); See also *United States v. Fuller,* 162 F.3d 256, 260 (4th Cir. 1998)(defining "knowingly" as "to act with knowledge of the facts that constitute the offense but not necessarily with knowledge that the facts amount to illegal conduct.") "Knowingly" or "knowledge" shall also be satisfied for purposes of this ordinance in instances of "willful blindness" or "deliberate indifference" where the evidence indicates that a defendants purposefully closed his eyes to avoid knowing what occurred around him/her. See *United States v. Ruhe,* 191 F.3d 376 (4th Cir. 1999); *United States v. Schnabel,* 939 F.2d 197 (4th Cir. 1991); *United States v. Gruenberg,* 989 F.2d 971 (8th Cir. 1993).

(11) *Permittee* and/or *licensee* means a person in whose name a permit and/or license to operate a sexually oriented business has been issued, as well as the individual listed as an applicant on the application for a permit and/or license.

(12) *Nude model studio* means any place where a person who appears in a state of nudity or displays "specified anatomical areas" is provided to be observed, sketched, drawn, painted, sculptured, photographed, or similarly depicted by other persons who pay money or any form of consideration.

(13) *Nudity* or a *state of nudity* means the appearance of a human bare buttock, anus, male genitals, female genitals, or female breast.

(14) *Person* means an individual, proprietorship, partnership, corporation, association, or other legal entity.

(15) *Principal business purpose* means, with respect to the definition of a sexually oriented business, a business which (a) offers live nudity, hardcore sexual material, or sexual devices, (b) as a consistent and intentional objective of the business, and one of the following: (i) promotes itself as offering the same, or (ii) derives a substantial portion of its revenue from such activities.

(16)

Seminude means a state of dress in which clothing covers no more than the genitals, pubic region, and areolas of the female breast, as well as portions of the body covered by supporting straps or devices.

(17) *Sexual encounter center* means a business or commercial enterprise that, as one of its primary business purposes, offers for any form of consideration:

a. Physical contact in the form of wrestling or tumbling between persons of the opposite sex; or

b. Activities between male and female persons and/or persons of the same sex when one or more of the persons is in a state of nudity or seminude.

(18) *Sexually oriented business* means an adult arcade, adult bookstore or adult video store, adult cabaret, adult motel, adult motion picture theater, adult theater, escort agency, nude model studio, or sexual encounter center.

(19) *Specified anatomical areas* means the male genitals in a state of sexual arousal and/or the vulva or more intimate parts of the female genitals.

(20) *Specified sexual activities* means and includes any of the following:

a. The fondling or other erotic touching of human genitals, pubic region, buttocks, anus, or female breasts;

b. Sex acts, normal or perverted, actual or simulated, including intercourse, oral copulation, or sodomy;

c. Masturbation, actual or simulated; or

d. Excretory functions as part of or in connection with any of the activities set forth in a. through c., above.

(21) *Substantial enlargement* of a sexually oriented business means the increase in floor areas occupied by the business by more than twenty-five (25) per cent, as the floor areas existed on February 22, 1990.

(22) *Transfer of ownership or control* of a sexually oriented business means and includes any of the following:

a. The sale, lease, or sublease of the business;

b. The transfer of securities which constitute a controlling interest in the business, whether by sale, exchange, or similar means; or

c. The establishment of a trust, gift, or other similar legal device which transfers the ownership or control of the business, except for transfer by bequest or other operation of law upon the death of the person possessing the ownership or control.

(23) *Introductory service.* Any person who, for financial consideration, offers to arrange for a direct meeting between any person and any other person for social or personal purposes not connected with or forming a part of another lawful business or professional activity.

(c)

Classification. Sexually oriented businesses are classified as follows:

(1) Adult arcades;

(2) Adult bookstores or adult video stores;

(3) Adult cabarets;

(4) Adult motels;

(5) Adult motion picture theaters;

(6) Adult theaters;

(7) Escort agencies;

(8) Nude model studios;

(9) Sexual encounter centers; and

(10) Introductory services.

(d) *Prohibited conduct*:

(1) A licensee or an employee shall not knowingly allow possession, use, or sale of controlled substances on the premises;

(2) A licensee or an employee shall not knowingly allow prostitution on the premises;

(3) A licensee or an employee shall not knowingly allow any act of sexual intercourse, sodomy, oral copulation, masturbation, or other sexual conduct to occur in or on the permitted and/or licensed premises;

(4) A licensee shall not apply for or hold multiple licenses for the same location under differing names or knowingly allow another person or entity to apply for or hold business licenses for the premises;

(5) Operation in a location or manner inconsistent with any requirements of this ordinance or other ordinances of the City of North Charleston.

(e) *Location of sexually oriented business.*

(1) All sexually oriented businesses shall be located within an M-1 or M-2 zoning district. A person commits a misdemeanor if he operates or causes to be operated a sexually oriented business outside of an M-1 or M-2 district.

(2) A person commits a misdemeanor if he operates or causes to be operated a sexually oriented business within one thousand (1,000) feet of:

a. The property line of a lot devoted to use by a church or other place of worship;

b. A boundary line of any residential district;

c. The property line of a public park adjacent to any residential district or any public or private elementary or secondary school;

d. The property line of a lot devoted to residential use; or

e. The property line of a lot devoted to academic, extracurricular, or recreational use by a public or private elementary or secondary school.

(3) A person commits a misdemeanor if he causes or permits the operation, establishment, substantial enlargement, or transfer of ownership or control of a sexually oriented business within one thousand (1,000) feet of another sexually oriented business.

(4) A person commits a misdemeanor if he causes or permits the operation, establishment, or maintenance of more than one sexually oriented business in the same building, structure, or portion thereof, or the increase of floor areas of any sexually oriented business in any building, structure, or portion thereof containing another sexually oriented business.

(5) For the purpose of this section, measurement shall be made in a straight line, without regard to intervening structures or objects, from the nearest portion of the building or structure used as a part of the premises where a sexually oriented business is conducted, to the nearest property line of the premises of a church or public or private elementary or secondary school, or to the nearest boundary of an affected public park, residential district, or residential lot.

(6) For purposes of this ordinance, the distance between any two (2) sexually oriented businesses shall be measured in a straight line, without regard to intervening structures or objects, from the closest exterior wall of the structure in which each business is located.

(7) Any sexually oriented business lawfully operating on February 22, 1990, or the date of annexation (if later), which has thereafter continuously lawfully operated, and which is in violation of subsection (e)(1) through (e)(4) of this section shall be deemed a nonconforming use. The nonconforming use will be permitted to continue for a period not to exceed two (2) years, unless sooner terminated for any reason or voluntarily discontinued for a period of one year or more. Such nonconforming uses shall not be increased, enlarged, extended or altered except that the use may be changed to a conforming use. If two (2) or more sexually oriented businesses are within one thousand (1,000) feet of one another and otherwise in a permissible location, the sexually oriented business which was first established and continually operating at a particular location is the conforming use and the later-established business(es) is nonconforming. Further, the provisions of section 4-5, relating to nonconforming uses, shall not apply to businesses governed by the terms of this section.

(8) A sexually oriented business lawfully operating as a conforming use is not rendered a nonconforming use by the location, subsequent to the grant or renewal of the sexually oriented business permit and/or license, of a church, public park, residential district or a residential lot within one thousand (1,000) feet of the sexually oriented business or within one mile of a public or private elementary or secondary school. This provision applies only to the renewal of a valid business license, and does not apply when an application for a business license is submitted after a business license has expired or has been revoked.

(f) *Additional regulations for adult motels.*

(1) Evidence that a sleeping room in a hotel, motel, or a similar commercial establishment has been rented and vacated two (2) or more times in a period of time that is less than ten (10) hours creates a rebuttable inference that the establishment is an adult motel as that term is defined in this chapter [appendix].

(2) A person commits a misdemeanor if, as the person in control of a sleeping room in a hotel, motel, or similar commercial establishment that is not located and operated in compliance with this section and with the City of North Charleston's business license ordinances, he rents or subrents a sleeping room to a person and, within ten (10) hours from the time the room is rented, he rents or subrents the same sleeping room again.

(3) For purposes of subsection (f)(2) of this section, the terms "rent" or "subrent" mean the act of permitting a room to be occupied for any form of consideration.

(g) *Regulations pertaining to exhibition of sexually explicit films or videos.*

(1) A person who operates or causes to be operated a sexually oriented business, other than an adult motel, which exhibits on the premises in a viewing room of less than one hundred fifty (150) square feet of floor space, a film, video cassette, or other video reproduction which depicts specified sexual activities or specified anatomical areas, shall comply with the following requirements:

a. Upon application for a business license, the application shall be accompanied by a diagram of the premises showing a plan thereof specifying the location of one or more manager's stations and the location of all overhead lighting fixtures and designating any portion of the premises in which patrons will not be permitted. A manager's station may not exceed thirty-two (32) square feet of floor area. The diagram shall also designate the place at which the business license will be conspicuously posted, if granted. A professionally prepared diagram in the nature of an engineer's or architect's blueprint shall not be required; however, each diagram should be oriented to the north or to some designated street or object and should be drawn to a designated scale or with marked dimensions sufficient to show the various internal dimensions of all areas of the interior of the premises to an accuracy of plus or minus six (6) inches. The zoning administrator may waive the foregoing diagram for renewal applications if the applicant adopts a diagram that was previously submitted and certifies that the configuration of the premises has not been altered since it was prepared.

b. The application shall be sworn to be true and correct by the applicant.

c. No alteration in the configuration or location of a manager's station may be made without the prior approval of the zoning administrator or his designee.

d. It is the duty of the owners and operator of the premises to ensure that at least one employee is on duty and situated in each manager's station at all times that any patron is present inside the premises.

e.

The interior of the premises shall be configured in such a manner that there is an unobstructed view from a manager's station of every area of the premises to which any patron is permitted access for any purpose excluding restrooms. Restrooms may not contain video display, camera, or reproduction equipment. If the premises has two (2) or more manager's stations designated, then the interior of the premises shall be configured in such a manner that there is an unobstructed view of each area of the premises to which any patron is permitted access for any purpose from at least one of the manager's stations.

f. It shall be the duty of the owners and operator, and it shall also be the duty of any agents and employees present in the premises to ensure that the view area specified in subsection (g)(1)e. of this section remains unobstructed by any doors, walls, merchandise, display racks or other materials at all times and to ensure that no patron is permitted access to any area of the premises which has been designated as an area in which patrons will not be permitted in the application filed pursuant to subsection (g)(1)a. of this section.

g. No viewing room may be occupied by more than one person at any time.

h. The premises shall be equipped with overhead lighting fixtures of sufficient intensity to illuminate every place to which patrons are permitted access at an illumination of not less than one footcandle as measured at the floor level.

i. It shall be the duty of the owners and operator and it shall also be the duty of any agents and employees present in the premises to ensure that the illumination described above is maintained at all times that any patron is present in the premises.

(2) A person having a duty under subsections (g)(1)a. through (g)(1)i. of this section commits a misdemeanor if he knowingly fails to fulfill that duty.

(h) *Exemptions.* In cases of modeling or art classes, it is a defense to prosecution under this ordinance that a person appearing in a state of nudity did so in a modeling or art class operated:

(1) By a proprietary school, licensed by the State of South Carolina; a college, junior college, or university supported entirely or partly by taxation; or

(2) By a private college or university which maintains and operates educational programs in which credits are transferable to a college, junior college, or university supported entirely or partly by taxation; and

(3) In a structure:

a. Which has no sign visible from the exterior of the structure and no other advertising that indicates a nude person is available for viewing; and

b. Where in order to participate in a class, a student must enroll at least three (3) days in advance of the class; and

c. Where no more than one nude model is on the premises at any one time.

(i)

Enforcement. A person who: (1) proposes to operate; (2) operates a sexually oriented business without a valid business license or in violation of this ordinance; or (3) causes to be operated a sexually oriented business without a valid business license or in violation of this ordinance - is subject to a suit for declaratory or injunctive relief and/or an administrative action for business license revocation, as well as prosecution for any criminal violations which may be present. With respect to the provisions of these ordinances, criminal violations shall be punishable by a fine of five hundred dollars ($500.00) or thirty (30) days imprisonment. With respect to provisions of state or federal laws, criminal violations shall be punishable as provided by such state or federal law. With respect to business license denials, applicants desiring judicial review shall notify the city's zoning administrator of their desire for judicial review within five (5) days of receiving notification of the denial. The city shall then issue the applicant a temporary provisional license permitting operation during the pendency of circuit court proceedings and shall file suit within ten (10) business days and request expedited circuit court review. The issuance of a temporary provisional license as described herein shall create no vested rights and the city shall bear no costs associated with the applicant's operation or preparation for operation, including (but not limited to) costs of inventory, licenses, insurance, advertising, construction, purchase, or remodeling.

(j) *Separability.* If any subsection or clause of this section shall be deemed to be unconstitutional or otherwise invalid, the validity of the remaining sections, subsections and clauses shall not be affected thereby.

(k) *Savings clause.* After the effective date of this Act, October 28, 2004, all laws repealed or amended by this act must be taken and treated as remaining in full force and effect for the purpose of sustaining any pending or vested right, civil action, special proceeding, criminal prosecution, or appeal existing as of the effective date of this Act, October 28, 2004 and for the enforcement of rights, duties, penalties, forfeitures, and liabilities as they stood under the repealed or amended laws.

(Ord. No. 1986-13, 3-27-86; Ord. No. 1990-20, 4-12-90; Ord. No. 1991-25, 6-27-92; Ord. No. 2004-60, 10-28-04; Ord. No. 2006-52, 7-25-06)

Section 4-15. - Official map—Incorporation in comprehensive plan—Effect on setback provisions:

(a) In pursuance of authority conferred by section 5-2-570 and sections 6-7-1210 through 6-7-1280 of the Code of Laws of South Carolina for 1976, as amended, the city council of North Charleston hereby determines that it is necessary to adopt an official map showing the location of proposed public streets, highways, including; future extensions, widenings and other improvements to existing streets and highways, and public utility rights-of-way in portions of the City of North Charleston.

(b) The official map shall consist of one or a series of maps which need not be drawn to the same scale but, if composed of a series of maps, shall be indexed on a single map depicting the city and the area covered by each map in the series. Such map, together with all explanatory matter thereon is hereby adopted by reference and declared to be a part of this ordinance.

(c) Each map shall bear the designation, "Official Map, City of North Charleston, South Carolina," and shall be identified by the signature of the mayor of the City of North Charleston, attested by the clerk of council, and bearing the seal of the city together with the date of the adoption of the ordinance adopting said map.

(d) Upon adoption of the official map, the administration thereof shall be governed in accordance with the provisions of sections 6-7-1210 through 6-7-1280 of the Code of Laws of South Carolina for 1976, as amended.

(e) The official map, and any amendments or additions thereto hereafter adopted, shall also constitute the major street portion of the comprehensive plan and shall be accordingly incorporated by reference therein.

(f) In all cases when land is affected by the official map, all setback provisions of this ordinance shall be measured from the boundary of the proposed public street or highway, or future extension, widening or other improvement to an existing street or highway, as shown on the official map when the use of such boundary would result in a greater setback being required; provided, however that this subsection shall not apply to any land exempted from the restrictions of the official-map pursuant to section 6-7-1270(4)(a) or section 6-7-1280(3)(a), Code of Laws of South Carolina for 1976 as amended, or to permits issued pursuant to section 6-7-1270(4)(b), Code of Laws of South Carolina for 1976, as amended.

(Ord. No. 1988-37, 5-12-88)

Section 4-16. - Fireworks sales facilities:

(a) *Fireworks defined.* For purposes of this ordinance, the term "fireworks" shall mean those items as defined as "class C fireworks" and as "common fireworks".

(b) *Fireworks sales prohibited; exceptions.*

(1) Except as otherwise specifically permitted under subsection (c) of this ordinance, it shall be unlawful to sell or display for sale any fireworks within the city limits except in those areas zoned M-1 light industrial or M-2 heavy industrial.

(2) Nothing in this ordinance shall be construed as applying to:

a. Toy smoke devices defined as smoke balls or tubes containing a pyrotechnic mixture which upon ignition produces a visible cloud of smoke;

b. Toy paper or plastic caps containing not more than .25 of a grain of explosive composition per cap; or toy or cap pistols or any like device designed to discharge such paper or plastic caps; or sparklers;

c. The manufacture, storage, sale or authorized use of signals necessary for the safe operation of railroads or other classes of public or private transportation;

d. The military forces of the United States or of this state while in the performance of official

duty;

e. Law enforcement officers while in the performance of official duty;

f. Ceremonial, theatrical or athletic events.

(c) *Limited sales exception; permit requirements and conditions.*

(1) Firework sales shall be permitted as a use of right in M-1 and M-2 industrial zones without limitation as to time and date of sale.

(2) Subject to the conditions hereinafter set forth, the retail sale of fireworks in B-1 and B-2 zones may be permitted as a conditional use provided that applicants first obtain a permit from the zoning administrator (or his designee) and that sales in such zones shall only be permitted between dates of December 1—January 7 and June 15—July 10, inclusive. A separate application shall be required for each location and for each period.

(3) The zoning administrator (or his designee) is authorized to issue permits for the retail sale of fireworks as a conditional use B-1 and B-2 zones. No permit shall be approved unless the applicant furnishes the following with the permit application:

a. An annual permit fee of fifty dollars ($50.00) or a receipt showing previous payment of the same, and a performance bond of five hundred dollars ($500.00) in the form of a certified check or a cash deposit with the city finance director (or his designee) any such performance bond being refundable according to the conditions set forth in subsection (4) below;

b. The name of the applicant and, if the applicant is a person, the person's residential address, or, if the applicant is a corporation or other legal entity, the business address of such corporation or entity and the name and residential address of a responsible officer or manager on such corporation or entity's behalf;

c. A description of the location where such sales activities are to be conducted and the name and address of the owner thereof; and

d. Statements of approval from the building official and chief fire inspector certifying code compliance and documentation of compliance with all applicable state codes and administrative regulations.

e. Proof that the applicant holds a policy or policies of public liability insurance coverage for such retail sales activities at such location for the permitted sale period, which policy or policies are issued by an insurance company or companies authorized to do business in the State of South Carolina, and which said policy or policies provide coverage in the following minimum amounts: five hundred thousand dollars ($500,000.00) for injuries or damage to any one person in one said accident or occurrence; one million dollars ($1,000,000.00) for injuries to two (2) or more persons in any accident or occurrence; and $1,000,000.00 combined single limit coverage for any one accident or occurrence.

(4)

All permits issued under the authority of this section shall be subject to the following limitations and conditions:

a. A separate permit shall be required for each separate location where fireworks are to be sold by any applicant and a separate application shall be required for each "sales period".

b. Permits may be issued only for locations that are located within B-1 or B-2 zoning classification, subject, however, to the additional requirement that no structure or location for the sale of fireworks shall be located closer than two hundred and fifty (250) feet from any parcel zoned for residential use. Such measurement shall be made in a straight line between the closest portion of the sales facility structure and the closest property line of the parcel zoned for residential use, without regard to any intervening structures, objects or natural barriers.

c. No sale activities shall be conducted under such permit unless the sales facility and applicant comply with all applicable state codes and state administrative rules, the rules and regulations of applicable building and fire codes and regulations of the state fire marshal applicable to fireworks stands, and all sales activities shall, at all times during the term of the permit, be conducted in conformance with those rules and regulations.

d. Within twenty-four (24) hours after the expiration of the permitted sale period the permit holder shall cause the permitted sales location to be cleaned and cleared of all debris, and within fifteen (15) days after the expiration of the permitted sales period the permit holder shall cause all fireworks stands, tents and other sales facilities and all signs or other indicia of fireworks sales activity to be removed from the permitted B-1 or B-2 sales location. Failure to comply with this subsection in a timely manner shall result in forfeiture of the applicant's performance bond and removal, destruction, or demolition of the structure or indicia of the fireworks sales activity, to be undertaken at the city's expense.

(5) If the zoning administrator is satisfied after expiration of the permitted sale period that the permit holder has complied with all of the conditions, limitations and requirements of this article, and upon request therefor, the finance director shall refund to the permit holder the performance bond deposited pursuant to subsection (c)(3)a. above. If the permit holder is aggrieved by any decision of the zoning administrator to refuse such refund, the permit holder may appeal that decision to the board of zoning appeals.

(d) *Discharge.* Fireworks shall not be discharged in any manner contrary to city ordinance, the provisions of S.C. Code Ann, § 23-35-120, or any other regulation or law of this state.

(e) *Penalty.* Any person who shall be convicted of violating any of the provisions of this article shall be punished as provided within section 1-10 of the Municipal Code of the City of North Charleston.

(f) *Amortization of nonconforming uses.* Any firework sales facility/location lawfully operating on June 22, 2000, which has thereafter continuously lawfully operated, and which would otherwise be in violation of this section shall be deemed a nonconforming use. The nonconforming use will be

permitted to continue for a period not to exceed two (2) years, unless sooner terminated for any reason or voluntarily discontinued for a period of six (6) months or more. Such nonconforming uses shall not be increased, enlarged, extended or altered except that the use may be changed to a conforming use. Further, the provisions of section 4-5 of this zoning ordinance, relating to nonconforming uses, shall not apply to businesses governed by this terms of this section.

(Ord. No. 2000-023, 6-22-00; Ord. No. 2002-014, 1-24-02; Ord. No. 2002-14, 2-14-02)

Section 4-17. - Site lighting:

(a) *In general.* Street and site lighting shall be of low intensity from a concealed light source and with effective provisions made to prevent spill-over into adjoining properties or roadways. Any spill-over from a commercial or industrial site into a residential area shall not exceed one-half footcandle measured at the property line of the site of the light source nearest the residential area. Lighting shall in no way interfere with the vision of oncoming motorists. Light fixtures in residentially zoned areas shall be limited in height to eighteen (18) feet using cutoff fixtures. Light fixtures in commercially zoned areas shall be limited in height to twenty-four (24) feet using full cutoff fixtures. Light fixtures in industrially-zoned areas shall be limited in height to thirty (30) feet using full cutoff fixtures. Cutoff fixtures may also be used in commercially and industrially zoned areas with a maximum pole mounted height of eighteen (18) feet. Street lighting fixtures in the right-of-way of a major arterial roadway shall be limited in height to forty (40) feet. Submittal of a lighting plan shall be required as a part of the site plan review process.

(b) *Partial exceptions.*

(i) To the extent federal regulatory requirements exist, site lighting associated with air travel shall be exempt from the requirements of this section other than the requirement that a site lighting plan be submitted as a part of the site review process. Examples of such exempted lighting may include, but shall not be limited to, such things as runway lighting, navigational lighting, and hazard lighting such as lights marking bridges and towers.

(ii) Site lighting for approved outdoor recreation areas such as athletic fields may exceed eighteen (18) feet in height and, to the least possible extent required in order to provide adequate field illumination, may employ other than cutoff-style fixtures. In all cases provisions shall be made to prevent spill-over into adjoining properties or roadways to the maximum reasonable extent possible. Light spill-over for such uses shall not be limited to the one footcandle standard set forth within subsection "a" above. Lighting shall in no way interfere with the vision of oncoming motorists. Submittal of a lighting plan shall be required as a part of the site plan review process.

(c) *Exemptions.* The following are not regulated by this ordinance:

(i) Building façade lighting in commercial or industrial zoning district. For shielded directional façade lighting up to forty (40) lumens per square foot (total lumens from all of the light sources divided by the area of façade being illuminated by that light) where the lights are properly aimed

and shielded to not shine visible glare into the public right-of-way or onto adjacent or nearby properties.

(ii) Low voltage landscape lighting. Electric lighting powered at less than fifteen (15) volts and limited to lamps of less than fifty (50) watts or less, not mounted to poles or buildings, for the purpose of illuminating trees, shrubbery and other natural external elements where the lights are properly aimed and shielded to not shine visible glare into the public right-of-way or onto adjacent or nearby properties.

(Ord. No. 2006-46, 7-25-06; Ord. No. 2008-08, 1-24-08; Ord. No. 2011-039, 7-28-2011; Ord. No. 2011-050, 12-8-2011)

Section 4-18. - Traffic impact analysis:

(a) *Applicability.* A traffic impact analysis (TIA) shall be required for any development that would generate more than fifty (50) trips during the peak hours, in accordance with the latest edition of the ITE Trip Generation Manual

(1) A second phase, second subdivision, or addition that generates traffic beyond this threshold when taken as a whole shall also require a TIA, even though that development does not qualify on its own.

(2) Change of use. A new TIA will be required if the new use would generate traffic beyond the 50 trips during peak hour threshold.

(3) Regardless of the foregoing, a TIA can be required at any time as determined by the planning division director, city engineer, or their designee in his/her/their sole discretion and judgement when there is a belief that the development may create an adverse impact to the surrounding area.

(b) *Traffic impact analysis plan preparation.*

(1) The TIA shall be conducted by an engineer registered in South Carolina that is experienced in the conduct of traffic analysis, who is one of the consultants the city has previously selected for on-call traffic study services.

(2) Prior to beginning the traffic impact analysis plan, the applicant shall supply the city with the following:

a. A written narrative describing the proposed land use(s), size and projected opening date of the project and all subsequent phases;

b. A site location map showing surrounding development within a one-half (½) mile of the property under development consideration; and

c. A proposed site plan or preliminary subdivision plat illustrating access to public or private roads and connectivity to other contiguous developments and the preliminary trip generation.

(3)

The city will rely upon the most current edition ITE trip generation manual or any alternative acceptable to the planning and engineering departments, and available information on land use, travel patterns and traffic conditions. After consulting with all applicable agencies, including SCDOT, the city engineer or designee will supply in writing to the applicant and/or his engineer the parameters to be followed in the study including but not limited to function and safety; the directional split of driveway traffic; trip distribution; access points; internal circulation; background traffic growth rate and capacity analysis; previously approved but not completed projects and the intersections to be analyzed along with any associated turning movement counts which are available or discussed and approved by the city.

(4) After determination of the TIA's scope of services, the applicant shall provide the proposed scope to the city for review and concurrence. Once the scope is agreed upon with the on-call consultant; the fee will be established. The applicant shall provide the agreed upon fee to the city engineer or designee, who will deposit the amount in an escrow or special account set up for this purpose before the consultant's services are obtained. Any funds not used shall be returned to the applicant in a timely manner without interest.

(5) Additional fees for the TIA may be required if: The applicant substantially amends the application; additional meetings involving the consultant are requested by the applicant; the consultant's appearance is requested at planning commission or city council meetings beyond what was initially anticipated; or the consultant's attendance is required at meetings with regional, state, or federal agencies or boards which were not anticipated in the earlier scope of services; and/or the cost becomes more than originally anticipated due to timing/scope changes. The applicant must reimburse the city these costs prior to the development plan or plat approval.

(c) *Plan contents.*

(1) All phases of a development are subject to review, and all traffic plans for the entire development shall be integrated with the overall traffic analysis. A traffic impact analysis plan for a specific phase of development shall be applicable to the phase of development under immediate review. However, each phase of development shall expand and provide detailed analysis at the development plan stage beyond the estimates provided for at the concept plan or master plan stage.

(2) Efficient traffic operations, safety and pedestrian accessibility are to be considered in the development plan. The adequacy of the roads to which the development takes access shall be assessed in the TIA. Recommendations for improvements shall be made where operational or safety concerns exist and installation of these improvements shall be required as a condition of any approval from the city. The relative share of the capacity improvements needed shall be broken down as follows: development share, other developments share, any existing over capacity, and capacity available for future growth.

(3) The following elements shall be included in a traffic impact analysis plan:

a. *Study area.* Description of the study area including surrounding land uses and expected development in the vicinity that would influence future traffic conditions. The study area shall include the intersections immediately adjacent to the development and those identified by the city engineer. These intersections may include those not immediately adjacent to the development if significant site traffic could be expected to impact the intersection. If intersections impacted by the development are within a coordinated traffic signal system, then the entire system shall be analyzed. If the signal system is very large, a portion of the system may be analyzed if approved by the city engineer and SCDOT. A study area site map showing the site location is required.

b. *Proposed land use.* Description of the current and proposed land use including characteristics such as the number and type of dwelling units, gross and leasable floor area, number of employees, accompanied with a complete project site plan (with buildings identified as to proposed use). A schedule for construction of the development and proposed development stages should also be included.

c. *Existing conditions.* Description of existing traffic conditions including existing peak hour traffic volumes adjacent to the site and levels of service for intersections in the vicinity, which are expected to be impacted. Existing traffic signal timings should be used. In general, a.m. and p.m. peak hour counts should be used, but on occasion other peak periods may need to be counted as determined by the city engineer or designee. In some cases, pedestrian counts will be required. Data should be adjusted for daily and seasonal variations. Existing counts may be used if taken within twelve (12) months of the submittal of the TIS. In most cases, counts should be taken when school is in session unless otherwise determined by the city engineer or designee. Other information that may be required may include, but not limited to, crash data, stopping sight distances, and 50th and 85th percentile speeds.

d. *Future background growth.* Estimate of future background traffic growth. If the planned completion date for the project or the last phase of the project is beyond one year of the study an estimate of background traffic growth for the adjacent street network shall be made and included in the analysis. In general, the growth factor will be determined from local or statewide data. Also included, is the state, local, or private transportation improvement projects in the project study area that will be underway in the build-out year and traffic that is generated by other proposed developments in the study area.

e. *Estimate of trip generation.* The site forecasted trips should be based on the most recent edition of the ITE Trip Generation Manual. A table should be provided in the report outlining the categories and quantities of land uses, with the corresponding trip generation rates or equations, and the resulting number of trips. The reason for using the rate or equation should be documented. For large developments that will have multiple phases, the table should be divided based on the trip generation for each phase. Any reductions due to

internal trip capture and pass-by trips, transit use, and transportation demand management should be justified and documented. All trip generation and trip reduction calculations and supporting documentation shall be included in the report appendix.

f. *Trip distribution and traffic assignment.* The distribution (inbound versus outbound, left turn versus right turn) of the estimated trip generation to the adjacent street network and nearby intersections shall be included in the report and the basis should be explained. The distribution percentages with the corresponding volumes should be provided in a graphical format.

g. *Analysis and estimate of impact.* A capacity analysis should be performed at each of the study intersections and access intersection locations (signalized and unsignalized) in the vicinity of the development. Intersection analysis shall include LOS determination for all approaches and movements. The levels of service will be based on the procedures in the latest edition of Transportation Research Board's Highway Capacity Manual. Coordination analysis will be required for the signal systems or portion of the signal systems analyzed.

h. *Access management standards.* The report shall include a map and description of the proposed access including any sight distance limitations, adjacent driveways and intersections, and a demonstration that the number of driveways proposed is the fewest necessary and that they provide safe and efficient traffic operations.

i. *Traffic signalization.* If a traffic signal is being proposed, a signal warrant analysis shall be included in the study. The approval of a traffic signal on projected volumes may be deferred until volumes meet warrants given in the MUTCD, in which the developer shall provide funds for the future signal(s) to the city to deposit in an escrow or special account set up for this purpose. The developer should make any laneage improvements during construction so that if in the horizon year a signal is warranted, one may be installed with little impact to the intersection.

j. *Mitigation and alternatives.* The traffic impact study should include proposed improvements or access management techniques that will mitigate any significant changes in the levels of service. The city engineer will be responsible for final determination of mitigation improvements required to be constructed by the applicant.

(d) *Traffic impact analysis plan review.* The city engineer or designee shall review all traffic impact analysis plans as part of the initial approval for the concept plan or master plan. Final traffic impact analysis plans shall be approved at the development plan phase.

(e) *Action on traffic impact analysis plan.* The city engineer or designee must first approve the TIA in regard to completeness and accuracy. Following review of the required impact analysis plan, city engineer or designee shall recommend action as follows:

(1) Approval of the traffic impact analysis as submitted;

(2)

Approval of the traffic impact analysis plan with conditions or modifications as part of the development review and approval process. An acceptable traffic impact analysis plan with traffic mitigation measures may include the reduction of the density or intensity of the proposed development; phasing of the proposed development to coincide with state and/or county programmed transportation improvements; applicant provided transportation improvements; fees in lieu of construction, or any other reasonable measures to ensure that the adopted traffic service level goals are met. If mitigation is required, it shall be required as a condition of any approval from the city.

(f) *Timing of implementation.* If a traffic mitigation program is part of an approved traffic impact analysis plan, the phasing and timing of improvements shall be specified in the mitigation. If the mitigation is phased, the developer may be required to place a performance bond on all traffic mitigation improvements required as a result of his project. This requirement may arise if the timing of the improvements needs to be synchronized with other scheduled improvements anticipated for the area. The amount of the performance bond shall be equal to one hundred twenty-five (125) percent of the estimated construction cost for the required traffic mitigation improvements.

(g) *Responsibility for costs of improvements.* The costs of implementation of an approved mitigation program shall be the responsibility of the applicant. No certificates of zoning compliance or building permits shall be issued unless provisions of the transportation impact analysis are met.

(h) *Traffic goals.* The average stop time delay in seconds per vehicle for each intersection determined to be critical to the traffic impact analysis for the proposed development shall be compared to the city's adopted traffic service level goal of "D" for the average delay for all vehicles at any intersection and all movements and approaches to the intersection during the a.m. and p.m. peak hours.

(i) *Function and safety improvements.* The city engineer or designee may require improvements to mitigate and improve the safety and function of multiple transportation modes the site traffic may impact. These improvements may not be identified in the TIA, but improvements to benefit the function and safety of the transportation system of the development site. These improvements may include but are not limited to center medians, sidewalks and/or bicycle accommodations, modifications to ingress and egress points, roadside shoulders, pavement markings, traffic calming and other traffic control devices.

(Ord. No. 2006-47, 7-25-06; Ord. No. 2022-066, Exh. A, 12-15-2022)

Section 4-19. - Reserved.

Section 4-20. - Portable temporary storage unit:

(a) *Definition.* A portable storage unit is a fully enclosed structure, box, or trailer that is used for temporary storage. It is typically rented by the owner or residents of a property and delivered and/or removed by truck or trailer.

For the purposes of this section, storage sheds, shipping containers, tool sheds, and dumpsters are not considered portable storage units.

(b) *Use of portable storage units in residential areas.*

1. The temporary use of one (1) portable storage unit in a residential district is permitted while actively being loaded or unloaded for a period not to exceed thirty (30) days per calendar year.

   OR

2. The temporary use of two (2) portable storage units in a residential district is permitted while actively being loaded or unloaded for a period not to exceed fourteen (14) days per calendar year.

(c) *Portable storage units in non-residential areas.*

1. In non-residential districts, the temporary use of one (1) portable storage unit is permitted for a period not exceeding sixty (60) days, provided that the storage unit is not visible from surrounding parcels or the public right-of-way (i.e., the unit is located behind the building, buffered by tall, opaque fencing, or located on a portion of the parcel with no abutting development, etc.). Two (2) instances of storage of up to sixty (60) days are permitted per calendar year.

   OR

2. In non-residential districts, the temporary use of two (2) portable storage units is permitted for a period not exceeding fourteen (14) days, provided that the storage unit is not visible from surrounding parcels or the public right-of-way (i.e., the unit is located behind the building, buffered by tall, opaque fencing, or located on a portion of the parcel with no abutting development, etc.). Two (2) instances of storage of up to twenty-eight (28) days are permitted per calendar year.

(d) *Portable storage unit permit.* The user or provider of a portable storage unit shall apply for a permit with the zoning department. The application must identify a purpose for the unit, proposed duration on the site, and include a site plan or sketch showing the property boundaries and the proposed location of the unit on the premises.

1. Residential use permit.
   a. The duration of the permit for one (1) portable storage unit will be thirty (30) days for residential use.

      OR

   b. The duration of the permit for two (2) portable storage units will be fourteen (14) days for residential use.
2. Non-residential use permit.
   a.

The duration of the permit for one (1) portable storage unit will be sixty (60) days for non-residential use.

OR

b. The duration of the permit for two (2) portable storage units will be fourteen (14) days for non-residential use.

The duration of the permit will be thirty (30) days (one (1) month) for residential use, or sixty (60) days (two (2) months) for non-residential areas.

(e) *Reasonable need.* A permit of longer than thirty (30) days (residential) or sixty (60) days (non-residential) can be issued by the zoning department to extend the duration of temporary outdoor storage. For the purposes of this section, reasonable need includes cases of home damage or destruction, significant renovation or repair, construction, relocation, or other events warranting the need for temporary storage outside the home. At the discretion of the zoning administrator, an extended permit may provide the applicant up to an additional ninety (90) days (total of four (4) months) or for the duration of a building permit, whichever is shorter.

(f) *Placement and dimensions of portable storage units.*

1. *Physical dimensions.* Each storage unit cannot exceed the following dimensions: eight and one-half (8½) feet in height; twenty (20) feet in length; eight (8) feet in width.
2. *Location.* Portable storage units shall be housed in the rear yard of residential property. However, if there is no practical access for the rear yard, the unit may be positioned in the side yard side. If there is no practical access for the side yard, then the unit may be positioned in the driveway in the front yard. Storage units are prohibited in front yards, side yards, sidewalks, roads, or other rights-of-way, unless no other reasonable alternatives exist, or unreasonable hardship to the owner is created.
3. *Placement.* The placement of portable storage units must meet all setback requirements, and other applicable building and fire regulations for accessory structures.
4. *Signage.* A sign displaying the storage unit provider and contact information must be located on the storage unit. The amount of signage on the unit is not limited, but must pertain to the provider of the storage unit, and must not include advertising for any additional products or services.

(Ord. No. 2010-14, 3-11-10; Ord. No. 2011-019, 5-26-2011)

Section 4-21. - Short term rentals:

(a) *Definition:*

Short term rental (STR). For the purposes of this section, "short term rental" shall mean a dwelling unit intended to provide temporary sleeping accommodations for no more than two (2) persons per bedroom, up to eight (8) persons (including children) maximum, for a period not to exceed twenty-nine (29) consecutive days per rental.

(b) *Requirements for short term rentals.* Short term rentals shall be allowed as a conditional use of legally established dwelling units, except non-conforming dwellings in industrial districts, provided the following conditions are met:

1. The number of STR overnight guests on the property shall not exceed two (2) persons per bedroom, up to eight (8) persons (including children) maximum, and this maximum shall be posted in the STR and included in advertising;
2. A minimum of one (1) off-street parking space is provided for each two (2) bedrooms rented, with a maximum of four (4) spaces allocated for the property.
3. No STR overnight guest or property owner vehicle shall be street parked during an STR stay.
4. Only one (1) STR is permitted per parcel;
5. Other than wall or window signage not to exceed one (1) square foot, the property shall not contain exterior signs advertising the STR use;
6. The applicable HOA/POA does not prohibit the use based on restrictive covenants or by-laws;
7. The hosting of events, such as weddings, parties, or similar gatherings, is prohibited;
8. A STR permit and an active business license for the use is filed by the property owner(s) with the city;
9. No more than three (3) notices of violations of the city's zoning, noise or refuse ordinance have been the subject of a zoning department notice of violation in the previous one-year period. Issuance of the fourth such notice of violation shall render all previously issued STR permitting and licensing null and void
    a. Review of such determinations shall, if sought, be performed by the board of zoning appeals, in accordance with section 7-6 of the Zoning Ordinance.
10. The STR's registration number shall be posted in the STR and included in advertising;
11. All required taxes are paid; and
12. The STR is permitted by the city's planning and zoning department, and the registration is renewed annually by February 28.
13. The property owner shall identify a contact, with twenty-four (24) hour cellphone availability, who is available to be on site within thirty (30) minutes of notice. Failure of a property point of contact to arrive on scene within thirty (30) minutes of a city call for assistance being placed shall constitute a violation of this Ordinance.

(c) *[Apartment buildings.]* Apartment buildings are exempt from the provisions of section 4-21(b) above, provided an active business license is filed with the city.

(d) *Amortization.* Uses not in conformity with section 4-21 prior to January 1, 2023 shall not be grandfathered, but shall rather be considered in violation of this section of the ordinance.

(Ord. No. 2022-033, Exh. A, 5-26-2022, eff. 1-1-2023)

ARTICLE V. - DISTRICT USE CLASSIFICATION

Section 5-1. - R-1, Single-family residential district:

It is the intent of this section that the R-1 zoning district be established to reserve appropriate land for medium density one-family residential uses. The regulations which apply within this district are designed to encourage the formation and continuance of a stable, healthy environment for one-family dwellings and to discourage any encroachment by commercial, industrial, or other use capable of adversely affecting the residential character of the district.

(a) *Permitted uses:* The following uses shall be permitted in the R-1 zoning district:

1. Single-family dwellings excluding mobile homes.

(b) *Conditional uses:* The following uses shall be permitted in the R-1 zoning district subject to the stated conditions:

1. Customary home occupation provided that there is no external evidence of the occupation except an announcement sign not more than two (2) square feet in area; that only one (l) person in addition to permanent residents of the property is employed; and that not more than twenty-five (25) per cent of the total floor area of the dwelling is used.
2. Churches and private schools, provided that the buildings are placed not less than twenty-five (25) feet from the side and rear property line and that planted buffer strips are created along side and rear property lines.
3. *Reserved.*
4. Public recreation facilities provided that the city council, after public notice and hearing, determines that the facility's location will substantially serve the public convenience and welfare, and will not substantially and permanently injure the appropriate use of neighboring property.
5. Golf courses and related facilities, provided that the land area containing the golf course and related facilities is not less than twenty-five (25) acres. Golf course related facilities include but are not limited to clubhouses, community recreation facilities, golf driving ranges, lounges, pro shops, restaurants.
6. Model homes or real estate community sales centers provided that:
   (i) Such uses are constructed as a traditional single-family R-1 residential structure or manufactured home;
   (ii) That no more than one (1) such structure be established per community or development;
   (iii) That no more than three (3) employees operate at the site;

(iv) That commercial use of the structure shall not occur prior to 8:30 a.m. or after 6:00 p.m.; and

(v) That such commercial retail use of the structure shall cease upon the later of: (1) expiration of twenty-four (24) months from the date of its construction; or (2) sale of ninety (90) per cent of the marked lots; and that the structure shall thereafter be utilized as a single-family residence or removed from the site.

7. Detached garden and cluster development provided:

(i) They occur in an area designated on the future land use map for traditional neighborhood development.

(ii) The proposed development site is at least two (2) acres.

(Ord. No. 1985-69, 10-24-85; Ord. No. 1986-59, 11-6-86; Ord. No. 1997-26, 4-17-97; Ord. No. 2000-015, 5-11-00; Ord. No. 2009-48, 9-24-09; Ord. No. 2012-028, 7-26-2012)

Section 5-1.1. - R-1A, Low to medium density residential district:

It is the intent of this section that the R-1A zoning district be established to provide for low to medium density single-family residential uses, including mobile homes, provided that the city council, after public notice and hearing, determines that a proposed area or neighborhood would be suitable for designation as an R-1A district and the permitted uses, therein, will not substantially injure the actual or permitted uses of the neighboring or nearby properties. City council intends only for identifiable neighborhoods or areas to be considered. It is not the intent of council for individual parcels or small portions of identifiable neighborhoods to become R-1A eligible.

Requests for neighborhoods or areas to become R-1A eligible must be submitted to the department of planning and management for a suitable study. The department of planning and management shall evaluate the request and make a recommendation to the planning commission. The department of planning and management shall consider, but not be limited to, the following factors in making their recommendation:

1. Compatibility with comprehensive development plan
2. Analysis of actual current land uses
3. Analysis of recent property value trends
4. Projections of economic impact of proposed zoning
5. Analysis of possible future uses of property
6. Review of recent building activity
7. Community support/opposition
8. Traffic analysis
9. Size and geographic considerations of neighborhood

The department of planning and management shall forward a report of the study and a recommendation to the planning commission within sixty (60) days of receiving a request. The planning commission shall advertise the date and time of their meeting when the request shall be considered and shall allow public comment on the request in accordance with their policy. The planning commission shall make a recommendation to city council on the suitability of the proposed area for R-1A eligibility.

City council shall consider the recommendation of the planning commission and either approve or disapprove the proposed area as R-1A eligible. If city council approves the area for R-1A eligibility it shall pass a resolution designating such areas or neighborhoods as R-1A eligible and shall affix a map, prepared by the department of planning and management, to the resolution detailing the area designated.

The adopted resolution and map shall be sent to the planning commission for their use in considering applications for rezoning. After an area has been designated as R-1A eligible, all rezoning requests for individual parcels within the area shall be processed in accordance with Article VII, section 7.3(b). Individual parcels located within an area or neighborhood that has been denied R-1A eligibility may not submit a request to become R1-A eligible. Areas or neighborhoods that have been denied R-1A eligibility may not apply for reconsideration for one year after the date of the initial request.

These regulations will encourage a diversity of affordable housing types and continuance of a stable, healthy environment for one-family dwellings, including mobile homes and to discourage any encroachment by commercial, industrial or other uses capable of adversely affecting the character of the district.

(a) Permitted uses: The following uses shall be permitted in the R-1A zoning district:

1. All uses allowed in the R-1, Single-family district.
2. Mobile homes, excluding mobile home parks.

Uses allowable in the R-1 zoning district shall be subject to the requirements of section 6-1; otherwise, uses permitted in the R-1A zoning district shall be required to conform to the following standards and shall be inspected by the building department and department of planning and management for compliance:

(a) The home is placed on a lot of record containing at least four thousand five hundred (4,500) square feet per dwelling unit.

(b) The home must be placed on a permanent foundation and be equipped with an opaque solid curtain-wall which meets all applicable building, code, and wind load requirements. The curtain-wall must be constructed either of brick or of concrete block.

(c) The required setbacks are as follows:

Front: Twenty (20) feet

Side: Ten (10) feet

Rear: Fifteen (15) feet

Section 4-7 shall apply when proposed use is intended to be placed on a substandard lot of record.

(d) A minimum of two (2) off-street parking space (whether paved or unpaved) shall be provided for the lot of record (on-street parking prohibited).

(e) All mobile homes must conform to FEMA and HUD standards, including wind and seismic loads. It is the responsibility of the applicant to present proof of the loading requirements.

(f) All improvements, including, but not limited to, room additions, decks, steps, handrails, etc., must conform to all relevant building codes.

(g) All mobile homes must have a pitched roof, constructed out of suitable material.

(Ord. No. 1996-22, 5-9-96; Ord. No. 1997-19, 3-27-97; Ord. No. 2000-088, 12-28-00; Ord. No. 2022-042, Exh. A, 7-28-2022)

Section 5-2. - R-2, Multi-family residential district:

It is the intent of this section that the R-2 zoning district be established and reserved for medium-to-high density residential purposes. The regulations which apply within this district are designed to encourage the formation and continuance of a stable, healthy environment for single and multi-family dwellings and to discourage any encroachment of commercial, industrial or other uses capable of adversely affecting the residential character of the district.

(a) *Permitted uses:* The following uses shall be permitted in the R-2 zoning district:

1. Multi-family dwellings such as duplexes, triplexes, quadraplexes, stacked apartments and garden and cluster units.
2. All uses permitted in the R-1 zoning district.
3. Shared dwellings.

(b) *Conditional uses:* The following uses shall be permitted in any R-2 zoning district subject to the stated conditions:

1. All conditional uses permitted in the R-1 zoning district as shown in section 5-1(b), providing the applicable conditions are met.
2. Town, row or patio houses provided that all conditions of subsection (c) are met as determined by the zoning administrator.

(c) *Special additional regulations for town or row houses:* In order to promote the general welfare of the city through the appropriate intermingling of town or row houses with other housing types, the following regulations shall be applied to town houses or row houses:

1. *Maximum number of contiguous units.* Not more than eight (8) such dwellings shall be constructed or attached together in a continuous row. No row shall exceed two hundred (200) feet in length. The front shall not form long, unbroken lines or row housing, but shall

be staggered at the front of the building line at least every fourth dwelling unit.

2. *Fencing.* The rear yards of such dwellings, except that portion used for automobile parking and driveways shall be separated by a fence or wall for a minimum distance of eight (8) feet from the rear main building line. Such fence or wall shall be of brick, masonry, or other material having a life of not less than ten (10) years. The minimum height of such fence or wall shall be six (6) feet.
3. *Clothes drying.* All yard areas used for the drying of clothes shall be screened from ground-level view of the adjoining yards and lots.
4. Exemption from filing formal subdivision applications.
    a. An application for the subdivision of an existing lot into two (2) or more lots for town, row or patio houses shall be subject only to the approval of the zoning administrator under the applicable provisions of this ordinance; provided, that the construction of such houses shall be commenced within six (6) months of the date of the permit, and completed within a reasonable time thereafter.
    b. The original plat of the subdivision of an existing lot shall be stamped by the zoning administrator: "Approved for Town, Row or Patio Houses Only."

(Ord. No. 1985-17, 3-28-85; Ord. No. 1985-69, 10-24-85; Ord. No. 1987-20, 4-9-87; Ord. No. 2006-48, 7-25-06; Ord. No. 2009-51, 9-24-09)

Section 5-2.1. - R-3, Mobile home residential district:

It is the intent of this section that the R-3 zoning district be established and reserved for medium density residential purposes. The regulations which apply within this district are designed to encourage the formation and continuance of a stable and healthy environment for single-family dwellings and mobile homes and to discourage any encroachment of commercial, industrial, multi-family or other uses capable of adversely affecting the single-family residential character of the district. The term mobile home shall include trailers, mobile homes and manufactured homes.

(a) *Permitted uses:* The following uses shall be permitted in the R-3 zoning district:

1. All uses permitted in the R-1 and R-2 zoning districts.
2. A single mobile home on a lot of record and, further provided that four thousand (4,000) square feet be allocated per mobile home in addition to the minimum lot area required for other dwelling units on the lot.
3. Mobile home parks, provided such parks meet all current rules and regulations established by the South Carolina Department of Health and Environmental Control and any other such city ordinances that may be applicable (see section 6-5.2). All plans must be submitted to the director of planning and management and the public works director for approval. Campers

and RVs shall not be permitted in the R-3 district or mobile home parks as occupied dwelling units except as legal nonconforming uses. They may be stored on site as accessory uses in keeping with the provisions of article IV, section 4-8(a)2.

(b) *Conditional uses:* The following uses shall be permitted in any R-3 zoning district subject to the stated conditions:

1. All conditional uses permitted in the R-1 zoning district as shown in section 5-1(b) providing the applicable conditions are met.
2. Town row or patio houses provided that all conditions of subsection 5-2(c) are met as determined by the zoning administrator.

(c) *Special requirements for individual mobile homes:* Mobile homes established after the effective date of this ordinance and mobile homes existing on the effective date of this ordinance, including the relocation and replacement thereof shall:

1. Be installed in accord with the installation requirements of section 19-425.43 of the South Carolina Manufactured Housing Board Regulations;
2. Be under-skirted around the entire home with brick, masonry, vinyl, treated wood, painted or stained, or similar material designed and manufactured for permanent outdoor installation;
3. Have installed or constructed and attached firmly to the mobile home and anchored securely to the ground, stairs, porches, entrance platforms, ramps or other means of entrance and exit to the mobile home in accord with applicable building codes;
4. Have all moving or towing apparatus removed or concealed with skirting, including hitch, wheels and axles;
5. Not be joined, affixed or in any way combined with another mobile home unless such units are fully enclosed by common exterior siding completely encircling said units, together with a unified roof, approved by the city building official or his/her designee;
6. Mobile homes in existence on the effective date of this ordinance shall within six (6) months of such date be brought into compliance with the requirements of this section, or be declared by the zoning administrator, chief building official, or other designee, to be in violation of the provisions herein, subject to penalties as provided in section 7-4.

[d.] *Site design requirements:* The establishment and operation of manufactured home parks in North Charleston shall comply with the following design and development standards:

1. The park site shall be not less than three (3) acres, and have not less than two hundred (200) feet frontage on a public dedicated and maintained street or road.
2. The park shall be served by public water and sewer systems, a system of storm drainage, and refuse disposal facilities, plans of which shall be approved by local DHEC officials.
3.

Each dwelling space shall abut an all-weather and surface driveway which shall not be less than eighteen (18) feet in width, and which shall have unobstructed access to a public street.

4. The bylaws or covenants of any homeowners association or other similar group maintenance agreement shall be placed on file with the city building department.
5. All on-site roadway intersections shall be provided with a street light, and interior lights shall be provided at not less than four hundred-foot intervals. All exterior lighting shall be of the full cut-off type not exceeding eighteen (18) feet in height.
6. Each individual home site shall be at least twenty-five (25) feet from any other homesite and at least twenty-five (25) feet from the right-of-way of any street or drive providing common circulation.
7. Not less than twenty (20) per cent of the park site shall be set and developed for common open space and recreation usage. See section 6-15.
8. Space numbers: Permanent space numbers shall be provided on each mobile home space and shall be located so as to be visible from the street or driveway. Signs identifying space locations shall be provided at each street or driveway intersection.
9. No mobile or manufactured home space shall have direct access to a public street, but shall instead access an internal driveway system.
10. The maximum number of mobile home or manufactured home spaces shall not exceed seven (7) per acre.
11. Two (2) parking spaces shall be provided for each designated mobile or manufactured home space. Two (2) parking spaces shall be provided for each designated mobile or manufactured home space or in community parking areas.
12. In the development of a park, existing trees and other natural site features shall be preserved to the extent feasible.
13. A Type B buffer shall be provided on the perimeter of the park.
14. License required, revocation: A business license shall be requisite to the opening or operation of a mobile or manufactured home park and shall be subject to annual renewal. License revocation proceedings may be initiated at the request of the zoning administrator in accord with the City of North Charleston's standard procedures.
15. Site plan required: A site plan showing the above required data, and in all other respects meeting the minimum requirements for a building permit shall accompany all applications to establish a mobile or manufactured home park.

(Ord. No. 1985-17, 3-28-85; Ord. No. 1989-19, 3-9-89; Ord. No. 1997-13A, 2-27-97; Ord. No. 1998-99, 12-11-98; Ord. No. 2007-47, 6-28-07; Ord. No. 2009-68, 11-24-09; Ord. No. 2022-009, Exh. A, 1-27-2022)

Section 5-2.2. - Reserved.

Editor's note— Ord. No. 2021-009, Exh. A, adopted Feb. 25, 2021, repealed § 5-2.2, which pertained to OD, Office district, and derived from Ord. No. 2009-47, 9-24-2009; and Ord. No. 2020-050, Exh. A, 10-22-2020.

Section 5-3. - ON, Neighborhood office district:

It is the intent of the ON zoning district to provide small-scale office services that can support and benefit a residential community in a seamless and unintrusive way that builds on a neighborhood's character.

(a) *Permitted uses:* The following uses shall be permitted in the ON zoning district:

1. Business and professional offices such as lawyers, accountants, engineers, architects, advertising agencies, real estate agents, physicians, dentists and hair stylists.
2. All uses permitted in R-1 zoning districts.

(b) *Conditional uses:*

1. All conditional uses permitted in R-1 zoning districts as shown in section 5-1(b), providing the applicable conditions are met.
2. Artist and photographic studios provided that:
   a. Retail activity shall be permitted accessory to the artist studio.
   b. The studio may not exceed three thousand five hundred (3,500) square feet in area.

(Ord. No. 1991-16, § 5-9-91; Ord. No. 2000-031, 6-22-00; Ord. No. 2004-09, 1-22-04; Ord. No. 2020-007, Exh. A, 1-23-2020; Ord. No. 2021-009, Exh. A, 2-25-2021)

Section 5-3.1. - B-1, Limited business district:

It is the intent of the B-1 zoning district to encourage the formation and continuance of quiet and uncongested neighborhood-scale commercial nodes and corridors, providing compatible professional business offices together with certain residential and neighborhood commercial uses that fulfill the daily needs of the surrounding residents and which will not adversely affect but enhance quality of life in adjacent residential areas by creating an appropriate transition from medium-density commercial into lower-density residential areas.

(a) *Permitted uses:* The following uses shall be permitted in the B-1 zoning district:

1. All uses permitted in the neighborhood office (ON) and the single-family residential zoning district (R-1).
2. Establishments providing certain convenience items and services to the public such as:
   a. Barber shops, beauty shops, nail shops and tanning salons;
   b. Flower shops, card shops, gift shops, video stores, tobacco shops, bait/tackle shops, news-stands and magazine stands;
   c. Laundromats and dry cleaning pickup stations;

d. Telephone stores, cable TV service stores, internet cafes;

e. Grocery stores, convenience stores, pharmacies, health food stores, confectioneries, bakeries, pretzel or cookie shops, where products are sold predominantly at retail;

f. Clothing/shoe stores.

3. Establishments of a business character providing services of a specialized nature to individuals or other businesses, such as:

a. Copying/printing services;

b. Post offices, mailing/delivery services;

c. Film development establishments;

d. Bicycle repair;

e. Watch, clock and jewelry repair services.

4. Social, cultural and health facilities, including:

a. Public and private kindergarten, elementary or secondary schools;

b. Adult and child daycare;

c. Specialized training schools such as martial arts, yoga, and dance studios;

d. Libraries and museums;

e. Health clubs and fitness centers;

f. Cemeteries;

g. Places of worship;

h. Public recreational facilities;

i. Hospitals and medical clinics;

j. Professional, civic, and cultural associations/organizations;

k. Nursing homes and assisted-living facilities;

l. Veterinary services and pet grooming businesses;

m. Artist and photographic studios and art galleries.

5. Business and professional offices, such as:

a. Legal services such as lawyer's offices, paralegal services and stenographers;

b. Government offices;

c. Engineering, architecture, planning, and surveying services;

d. Financial services such as banks, credit unions, savings and loan companies, mortgage companies, investment counseling, accountants, and appraisers;

e. Marketing services such as advertising companies, opinion poll companies, telemarketing companies;

f. Insurance companies;

g. Real estate offices such as realtors, property managers, and leasing offices.

(b) *Conditional uses:* The following uses shall be permitted on a conditional basis in any B-1 zoning district, subject to the stated conditions:

1. Administrative offices of construction firms provided that no trucks, heavy commercial vehicles, equipment, or materials are stored on-site.
2. All conditional uses permitted in the R-1 zoning district subject to the conditions stated therein.
3. Eating establishments, provided there are no drive-through windows.
4. Full-service restaurants provided that:
   a. The establishments do not operate during hours when meals are not being served,
   b. The establishments do not offer catered events;
   c. No "cover" or similar admission charge is collected for entrance;
   d. Music, whether live or recorded, or indoor or outdoor, is not in violation of the city noise ordinance at section 13-126:
   e. If located within five hundred (500) feet of a residentially used or zoned parcel, the establishments close by 10:00 p.m.; and
   f. There are no drive-through windows.
5. Up to four (4) multi-family dwelling units provided that: (a) the units are located over commercial uses and (b) parcel is not located within the Dorchester Road Corridor I, Dorchester Road Corridor II, the University Boulevard, or the Ladson Road overlay districts.
6. Retail establishments for the sale of furniture, home furnishings, bicycles, or antiques, provided that (a) the establishment does not exceed three thousand (3,000) square feet in size and (b) no more than twenty-five (25) per cent of the total floor area is used for storage/stock rooms.
7. Recording studios, provided the building is sound proofed and no noise emanates into adjoining units or properties.
8. Parking lots as a principal use provided that no parking spaces designed or designated for semi-tractor-trailers are included.

(Ord. No. 1990-34, 6-28-90; Ord. No. 1991-16, 5-9-91; Ord. No. 1995-5, 3-7-95; Ord. No. 2002-003, 1-10-02; Ord. No. 2002-087, 11-26-02; Ord. No. 2003-016, 2-27-03; Ord. No. 2009-49, 9-24-09; Ord. No. 2020-007, Exh. A, 1-23-2020; Ord. No. 2021-009, Exh. A, 2-25-2021)

Section 5-3.2. - Reserved.

Editor's note— Ord. No. 2021-009, Exh. A, adopted Feb. 25, 2021, repealed § 5-3.2, which pertained to B-1A, Limited business district, and derived from Ord. No. 1996-42, 8-22-1996; and Ord. No. 2009-49, 9-24-2009.

Section 5-3.3. - Reserved.

Editor's note— Ord. No. 1999-5, adopted Jan. 28, 1999, repealed §§ 5-3.3 and 5-3.4 in their entirety. Formerly, §§ 5-3.3 and 5-3.4 pertained to the B-1B, limited business district and the B-1C, limited business district and derived from Ord. No. 1996-42, adopted Aug. 22, 1996.

Section 5-3.4. - Reserved.

Note— See the editor's note following § 5-3.3.

Section 5-4. - B-2, General business district:

The B-2 zoning district is established to provide the appropriate land reserved for general business purposes with particular consideration for general commercial development that supports city-wide as well as regional commerce located along major arterial corridors. The regulations that apply within this district are designed to encourage the formation and continuance of a compatible and economically healthy environment for business, financial, and professional service uses which benefit from being in close proximity to each other. The mixing and stacking of uses shall be encouraged to foster an urban environment with dense, walkable nodes along the city's commercial corridors as designated on the future land use map:

(a) *Permitted uses:* The following uses shall be permitted in the B-2 zoning district:

1. All uses permitted in the R-1 and B-1 zoning districts;
2. All uses permitted in the R-2 zoning district shall also be permitted in all B-2 zoned areas except for B-2 locations within the Dorchester Road Corridor I (Upper Dorchester), Dorchester Corridor II (Middle Corridor), the University Boulevard and the Ladson Road overlay districts;
3. Temporary or transient lodging such as: hotels, motels, inns, hostels, missions, homeless shelters, or other shelters (provided, however, that missions, homeless shelters or other like facilities shall not be permitted in an area determined by city council, pursuant to ordinance and state law including the South Carolina Community Development Law and the South Carolina Tax Increment Finance Law, to be a blighted or conservation area);
4. Establishments selling commodities and small quantities to the consumer, usually low bulk comparison items including department stores and stores selling general and variety merchandise;
5. Establishments selling primarily one-stop shopping items, usually high bulk, such as appliances, radios, televisions, floor coverings, furniture, home furnishings, antiques, auto accessories, oil change and tire repair shops, hardware, paint, wallpaper, auction items, office machines, second hand items, bicycles, beverages, guns, light fixtures and general equipment;

6. Establishments of a business character providing maintenance, installation, or repair of specialized equipment to individuals or other businesses, such as office equipment repair, locksmiths, shoe repair, re-upholstering, and furniture repair;
7. Transit stops or terminals, including: bus stations, rail stations and taxi stands;
8. Eating establishments;
9. Studios for artists and craftsmen, such as glass working shops, ornamental iron workshops, and handcrafted furniture shops;
10. Indoor commercial recreation facilities, such as: theaters, billiards, bowling alleys, and skating rinks;
11. Funeral homes;
12. Certain communications facilities limited to:
    a. Newspaper offices;
    b. Broadcasting studios; and
    c. Telephone or telegraph offices.
13. Call centers;
14. Catering or commercial kitchens used for the preparation of food to be sold and consumed elsewhere.

(b) *Conditional uses:* The following uses shall be permitted in any B-2 zoning district subject to the stated conditions:

1. Storage garages or lockers for lease to individuals or groups provided that:
    a. Any accessory open areas for storage of recreational vehicles, boats, work trailers, cars, and the like meets the following conditions:
        i. The open area is located behind the principal structure; and
        ii. The open area is screened by an eight (8) foot opaque privacy fence or wall; and
    b. Each storage unit does not exceed three hundred (300) square feet in area.
2. Outdoor commercial recreation facilities such as:
    a. Carnivals and circuses provided that no portion of a building, amusement device or ride, parking, or any other appurtenance affiliated with the carnival or circus may be located within one thousand (1,000) feet of a residential zoning district, excluding those hosted by the city on recreational facilities. Hours of operation must be limited to 9:00 a.m. to 10:00 p.m. Sunday through Thursday and 9:00 a.m. to 12:00 a.m. Friday and Saturday. In addition to meeting the current building code requirements for handicap bathroom facilities, the carnival or circus must also meet all other requirements of the zoning district that the use is operating in, i.e., setbacks, screening, etc.
    b.

Other outdoor commercial recreation facilities such as paintball, go-karts, etc., subject to the following conditions:

a. The hours of operation shall be limited to 8:00 a.m. to 11:00 p.m. when adjacent to residentially used property;
b. Noise-generating activities shall be oriented away from residential areas;
c. Where such uses are located adjacent to residential properties, a twenty-foot setback and a full eight-foot masonry wall shall be required.

3. Car washes provided that:
   a. Side and rear buffers of the type B variety are provided unless adjoined by commercial or industrial uses;
   b. A front setback of twenty-five (25) feet is provided;
   c. Side and rear setbacks: twenty-five (25) feet; and
   d. Car wash bays shall be oriented not to front on the adjacent right-of-way, except for corner lots, where service bays shall be oriented toward the less-travelled right-of-way.
4. Highway-oriented uses, including gas stations and related convenience stores including a one-bay car wash; auto repair establishments, tire retreading establishments, paint and body shops; car and truck rentals; and establishments selling used and new cars, motorcycles, boats, trailers, recreational vehicles, manufactured homes, and farm and industrial equipment; provided that:
   a. Side and rear buffers of the type B variety are provided. Such buffers shall be required unless adjoined by commercial or industrial uses.
   b. Highway-oriented uses are not within the Dorchester Road Corridor I and II and the University Boulevard overlay districts. Existing gas stations and related convenience stores operating as legal, but nonconforming, uses within these overlay districts are exempt from the provisions of section 4-5(a)(2).
   c. For new construction, including building additions, service and car wash bays shall be oriented not to front on the adjacent right-of-way, except for corner lots, where service bays shall be oriented toward the less-travelled right-of-way.
   d. There is no open storage of junk or salvage material, including cars awaiting repair for periods greater than seventy-two (72) hours and which are incapable of self propulsion. Any car being repaired which is not capable of self propulsion may not be stored on the premises for a period greater than seventy-two (72) hours.
   e. Storage of materials, including tires, must occur behind an eight (8) foot privacy fence to the side or rear of the building. Parking areas for parking and/or storage of Class 1 and Class 2 vehicles is not subject to this requirement.
   f.

Car and truck rentals, including related support facilities, such as facilities at which processing, cleaning, maintaining, and temporary storing of rental cars occurs, which are located within a one and one-half (1½) mile radius from Charleston International Airport are exempt from 5-4(b)4(b) above.

g. Pumps and fueling islands for Class V vehicles, both as a primary use and accessory to gas stations and convenience stores, are prohibited along Mixed Use Corridors identified in the Comprehensive Plan.

5. Parking lots as a principal use provided that no parking spaces designed or designated for semi-tractor-trailers or boat storage are included.
6. Full-service restaurants, bars, and hookah and cigar lounges, provided that:
   a. No "cover" or similar admission charge is collected for entrance;
   b. No music is permitted in outdoor seating and/or outdoor bar areas after 11:00 p.m.; and
   c. Music, whether live or recorded, or indoor or outdoor, is not in violation of the city noise ordinance at section 13-126.
7. Dance halls, banquet or rental halls and venues, clubs, music halls and any similar establishment, subject to the following conditions:
   a. Establishments less than three thousand (3,000) square feet:
      i. Uses established after the effective date of this section, must be located two hundred fifty (250) feet or more away from a church, school or residential use or parcel zoned for such use. For purposes of this section distance shall be measured "as the crow flies" from the walls of the business to the closest point along the property line devoted to, or zoned as, a church, school or residential use; provided however, that such uses located in the same building as the establishment shall not be considered when calculating separation;
      ii. Interior soundproofing is required;
      iii. No music is permitted in outdoor seating and/or outdoor bar areas after 11:00 p.m.; and
      iv. Music, whether live or recorded, or indoor or outdoor, is not in violation of the city noise ordinance at section 13-126.
   b. Establishments of three thousand (3,000) square feet or more:
      i. Uses established after the effective date of this section must be located five hundred (500) feet away from a church, school or residential use or parcel zoned for such use. For purposes of this section distance shall be measured "as the crow flies" from the walls of the business to the closest point along the property line devoted to, or zoned as, a church, school or residential use; provided however, that such uses located in the same building as the establishment shall not be considered when calculating separation;

ii. Interior soundproofing is required;

iii. No music is permitted in outdoor seating and/or outdoor bar areas after 11:00 p.m.; and

iv. Music, whether live or recorded, or indoor or outdoor, is not in violation of the city noise ordinance at section 13-126.

8. Micro-breweries and small-scale distilleries, subject to the following conditions:
   a. No noxious odors or noise may escape the parcel on which the use is situated;
   b. A tasting room is provided;
   c. Food is served;
   d. No "cover" or similar admission charge is collected for entrance;
   e. No music is permitted in outdoor seating and bar areas after 11:00 p.m.; and
   f. Music, whether live or recorded, or indoor or outdoor, is not in violation of the city noise ordinance at section 13-126.
9. Pet daycare businesses, provided that: (a) there are no overnight stays and (b) there are no residentially used parcels within five hundred (500) feet of the subject parcel.
10. Pharmaceutical manufacturing; construction contractors; and flex facilities containing a combination of office and any one or more of the following uses: warehouse, distribution, and/or showroom facilities; are permitted subject to the following conditions:
    a. The warehouse shall be no more than seven thousand five hundred (7,500) square feet and the warehouse space must be fully contained in the same building as the principal use.
    b. The total warehouse space shall not exceed seventy-five (75) per cent of the combined gross floor area of the warehouse space and the office use.
    c. The warehouse space, loading docks or zones, and any roll up doors shall not be oriented to the front elevation and/or adjacent right-of-way. Additionally, no loading docks or zones shall be oriented toward adjacent single-family use or zoning.
    d. There shall be no outdoor storage areas associated with the use. Parking of company vehicles (up to Class IV vehicle and no heavy construction equipment) shall be located in the rear of the property, screened by an eight (8) foot opaque fence or wall.
    e. A Type C buffer shall be provided adjacent to single-family use or zoning.
    f. No new building elevation constructed of unadorned concrete masonry units or corrugated and/or sheet metal shall front upon any existing public or private rights-of-way.

(c)

Savings clause: After the effective date of this act, all laws repealed or amended by this act must be taken and treated as remaining in full force and effect for the purpose of sustaining any pending or vested right, civil action, special proceeding, criminal prosecution, or appeal existing as of the effective date of this act and for the enforcement of rights, duties, penalties, forfeitures, and liabilities as they stood under the repealed or amended laws.

(Ord. No. 1987-19, 4-9-87; Ord. No. 1990-34, 6-28-90; Ord. No. 1992-47, 11-5-92; Ord. No. 1993-7, 3-11-93; Ord. No. 1993-8, 3-25-93; Ord. No. 1998-72, 8-13-98; Ord. No. 2002-38, 5-23-02; Ord. No. 2002-39, 5-23-02; Ord. No. 2002-079, 10-24-02; Ord. No. 2002-090, 11-26-02; Ord. No. 2007-61, 8-23-07; Ord. No. 2009-49, 9-24-09; Ord. No. 2012-041, 9-27-2012; Ord. No. 2014-055, 9-25-2014; Ord. No. 2016-008, 2-25-2016; Ord. No. 2018-064, 10-25-2018; Ord. No. 2020-050, Exh. A, 10-22-2020; Ord. No. 2021-009, Exh. A, 2-25-2021; Ord. No. 2021-077, Exh. A, 11-23-2021; Ord. No. 2022-020, Exh. A, 3-24-2022; Ord. No. 2022-056, Exh. A, 10-27-2022)

Section 5-4.1. - Reserved.

Editor's note— Ord. No. 2021-009, Exh. A, adopted Feb. 25, 2021, repealed § 5-4.1, which pertained to B-3, Commercial, recreation and highway oriented uses, and derived from Ord. No. 1998-70, 8-13-1998; Ord. No. 1999-1, 1-14-1999; Ord. No. 2009-49, 9-24-2009.

Section 5-4.2. - CRD, Commercial redevelopment district:

Is the intent of this section that the commercial redevelopment zoning district be established and appropriate land reserved for locally and regionally-serving commercial retail, entertainment, civic, and public uses, as well as a variety of urban housing choices. The regulations which apply within this district are designed to encourage the formation and continuance of a compatible and economically healthy environment for business uses which benefit from being in close proximity to each other. The mixing and stacking of uses shall be encouraged to foster dense and walkable nodes adjacent to higher density commercial development such as shopping malls, commercial amusements, or similar compatible gathering places:

(a) *Permitted uses:* The following uses shall be permitted in the CRD zoning district:

1. Airports, helicopters, helipads;
2. Amusements, commercial;
3. Art galleries;
4. Arts and crafts production;
5. Athletic clubs, gymnasiums, fitness centers;
6. Auditoriums, stadiums, armories, coliseums;
7. Automated teller machines (ATMs);
8. Bakeries, retail;
9. Bakeries, wholesale;
10. Banks, savings and loans associations, and credit unions;

11. Barbershops;
12. Beauty shops;
13. Bed and breakfasts;
14. Beverage stores;
15. Broadcast studios;
16. Churches, temples, synagogues, or other places of worship;
17. Clubs, lodges;
18. Day care;
19. Dental laboratories;
20. Dwellings, multi-family;
21. Dwellings, single-family attached;
22. Eating establishments, including outdoor cafes and excluding drive-ins and drive-up service except in shopping centers;
23. Exhibition buildings, convention centers;
24. Financial services;
25. Fire stations;
26. Golf courses, private or public;
27. Golf course, driving ranges;
28. Golf courses; miniature;
29. Health, welfare facilities;
30. Hotels;
31. Laboratory, analysis or experimental;
32. Laundries, dry cleaners, laundromats;
33. Libraries;
34. Medical laboratories;
35. Museums;
36. Offices, business and professional;
37. Optometric laboratories;
38. Performing arts center;
39. Pharmaceutical, manufacturing;
40. Pharmaceutical, retail sales;
41. Police stations;
42. Postal facilities, general;

43. Printing and binding;
44. Schools, college;
45. Schools, primary and secondary;
46. Schools, professional;
47. Sidewalk vendors of a permanent and temporary nature as regulated by the city;
48. Skating rinks;
49. Stores, shops—Retail;
50. Studios for artists and craftsman;
51. Taverns, micro-breweries and small-scale distilleries;
52. Terminals—Bus, taxi, train;
53. Theaters;
54. Transmission facilities;
55. Veterinarian hospital;
56. Wholesale sales;
57. Visitor's center.

(b) *Conditional uses:* The following uses shall be permitted in any CRD zoning district subject to the stated conditions:

1. Off-street parking as a principal use for providing for public parking, private parking or parking in conjunction with other permitted uses provided that surface parking meets all setback, yard and other requirements;
2. Private parking structures fronting on a public right-of-way as a principal use providing for public parking, private parking in conjunction with other permitted uses provided that surface parking meets all setback, yard and other requirements and the following landscaping requirements:
   (i) *Ground floor uses:* Must have at least seventy-five (75) per cent of the ground floor frontage along a street or designated pedestrian way consisting of active uses other than parking, such as offices, retailing, services and entertainment.
   (ii) *Exterior surface:*
      a. Any blank façades along the street frontage may not exceed fifteen (15) feet in length.
      b. The exterior surface materials and structures of the garage must be compatible with the main structure.
      c. Façade length and height must be limited so as not to create large blank walls without the benefit of architectural relief and landscaping.
      d.

Incorporate, at a minimum, an equal portion of vertical and horizontal architectural elements.

e. Replicate the regular window pattern and other architectural elements of adjacent buildings.

f. Incorporate art or architectural detail into the structure's façade in order to maintain an active and interesting streetscape.

(iii) *Entrances and exits:* The location of parking structure entrances and exits must be planned so as to have the least impact on residential streets, busy intersections and pedestrian areas.

3. Automobile service stations, gas stations, and car washes, provided that:

(i) All pumps are set back at least twenty (20) feet from the right-of-way line of any public street. If the pumps and service bays are located in the rear of a building, the front setback may be reduced to ten (10) feet;

(ii) Operations involving major repairs or paint and body work are not conducted on the premises;

(iii) In computing setbacks and other dimensional requirements for such uses, the area under any canopy shall be considered as a part of the building housing the principal use;

(iv) Service and car wash bays shall be oriented not to front on the adjacent right-of-way, except for corner lots, where service bays shall be oriented toward the less-travelled right-of-way.

(v) There is no open storage of junk or salvage material, including cars awaiting repair for periods greater than seventy-two (72) hours and which are incapable of self propulsion. Any car being repaired which is not capable of self propulsion may not be stored on the premises for a period greater than seventy-two (72) hours.

(vi) Storage of materials, including tires, must occur behind an eight-foot privacy fence to the side or rear of the building.

4. Warehouse space ancillary to a principal office or retail use provided that:

(i) The warehouse space must be fully contained in the same building as the principal use.

(ii) The total warehouse space shall not exceed seventy-five (75) per cent of the combined gross floor area of the warehouse space and the principal use.

(iii) The warehouse space and loading docks or zones shall not be visible from the first floor front elevation and/or adjacent rights-of-way.

5. Car rental facilities, subject to the following requirements:

(i) No on-premises car sales may occur.

(ii) No on-premises repair work may be performed.

(iii)

Ancillary fueling pumps or other automotive facilities shall be screened so as not to be visible from the streets bounding the site.

(iv) Such facilities may not be located within five hundred (500) feet of the area bounded by I-526, I-26 and West Montague Avenue.

6. Clubs and events centers provided that when located within two hundred fifty (250) feet of a residentially zoned or used parcel:

a) Interior sound-proofing. For purposes of this section, the distance shall be measured "as crow flies" from the walls of the business to the closest point along the property line devoted to the residential zoned or used property;

b) No music is permitted in outdoor seating and/or outdoor bar areas after 11:00 p.m.; and

c) Music, whether live or recorded, or indoor or outdoor, is not in violation of the city noise ordinance at section 13-126.

(Ord. No. 1995-8, 3-23-95; Ord. No. 1998-29, 3-26-98; Ord. No. 1998-71, 8-13-98; Ord. No. 2010-085, 12-21-2010; Ord. No. 2015-031, 8-27-2015; Ord. No. 2021-009, Exh. A, 2-25-2021; Ord. No. 2022-040, Exh. A, 6-23-2022)

Section 5-4.3. - NBRD, Navy Base Redevelopment District:

Is the intent of this section that the Navy Base Redevelopment district be established to facilitate the redevelopment of the former navy base and establish a mixed-use urban area that will provide office, retail, entertainment, civic, and public uses, as well as a variety of urban housing choices for the region. This zoning district is appropriate for the parcels comprising the former Charleston Naval Base.

(a) *Permitted uses:* All uses shall be permitted in the NBRD, other than those specified in section 5-4.3(c).

(b) *Conditional uses:* The following uses shall be permitted in any NBRD zoning district subject to the stated conditions:

1. Off-street parking as a principal use for providing for public parking, private parking or parking in conjunction with other permitted uses provided that surface parking meets all setback requirements;

2. Private parking structures subject to the stated conditions:

(i) *Active uses:* Private parking garages must satisfy one of the following conditions:

a. At least seventy-five (75) per cent of the ground floor frontage along a street or designated pedestrian way consisting of active uses other than parking, such as offices, hotel, multi-family units, retailing, services and entertainment; or

b. A minimum of two (2) floors of multi-family residential units are provided for each garage level located below the residential floors.

(ii) *Exterior surface:*

a. The exterior surface materials and structures of the garage must be compatible with the main structure.

b. Façade length and height must be limited so as not to create large blank walls without the benefit of architectural relief and landscaping. No more than twenty-five (25) per cent of the structure shall be unadorned. Internal parking structures built as initial phase prior to liner buildings will be required to have green walls or buffer landscaping until later phases are implemented.

c. Incorporate, at a minimum, an equal portion of vertical and horizontal architectural elements.

d. Incorporate art or architectural detail into the structure's façade in order to maintain an active and interesting streetscape.

(iii) *Entrances and exits:* The location of parking structure entrances and exits must be planned so as to have the least impact on residential streets, busy intersections and pedestrian areas.

3. Pharmaceutical manufacturing; construction contractors; and flex facilities containing a combination of office and any one or more of the following uses: warehouse, distribution, and/or showroom facilities; are permitted subject to the following conditions:

(i) The warehouse shall be no more than seven thousand five hundred (7,500) square feet and the warehouse space must be fully contained in the same building as the principal use.

(ii) The total warehouse space shall not exceed seventy-five (75) per cent of the combined gross floor area of the warehouse space and the office use.

(iii) The warehouse space, loading docks or zones, and any roll up doors shall not be oriented to the front elevation and/or adjacent right-of-way. Additionally, no loading docks or zones shall be oriented toward adjacent single-family use or zoning.

(iv) There shall be no outdoor storage areas associated with the use. Parking of company vehicles (up to Class IV vehicle and no heavy construction equipment) shall be located in the rear of the property, screened by an eight-foot opaque fence or wall.

(v) No new building elevation constructed of unadorned concrete masonry units or corrugated and/or sheet metal shall front upon any existing public or private rights-of-way.

4. Drive-thrus: Drive-thrus shall be out of the viewshed from the public right-of-way; and vehicle queuing and circulation shall not impact the pedestrian realm.

(c) *Prohibited uses:*

1.

Establishments engaged in the construction, repair or demolition of buildings, streets, water and sewer systems, bridges and similar construction; such as building, electrical, heating, air conditioning, heavy construction, paving and earth moving operations;

2. Highway oriented uses, including car washes, gas stations, auto repair establishments (including boat and truck repair), tire retreading establishments, paint and body shops, and establishments selling used and new cars, motorcycles, boats, trailers, recreational vehicles, manufactured homes, farm and industrial equipment, and car and truck rentals;
3. Dwellings, single-family;
4. Manufactured homes and parks;
5. Fireworks sales facilities;
6. Crematoria;
7. Boat/RV storage lots;
8. Freight terminals and depots, container storage, storage for portable temporary storage units;
9. Tow yards;
10. Bulk storage of petroleum or any products thereof;
11. Transportation facilities incidental to and required for such uses including railroad yards and docks;
12. Open storage of junk or salvage materials or processing or recycling of such materials;
13. Open storage or processing of solid bulk materials, such as gravel, crushed stone, and sand;
14. Sexually-oriented businesses;
15. Any industrial use, plus operations incidental to such use, which involves manufacturing, processing, and/or assembly which is likely to emit or cause any noise, vibration, smoke, gas, fumes, odor, dust, fire hazard, dangerous radiation or other injurious or obnoxious conditions sufficient to be likely to create a nuisance beyond the premises.

(Ord. No. 2023-010, Exh. A, 2-23-2023)

Section 5-5. - M-1, Light industrial district:

It is the intent of the M-1 zoning district to provide areas for commercial, warehousing, transportation, and certain light manufacturing activities that provide the backbone for economic development and job creation and are appropriate along established transportation corridors with separation and buffering from residential areas.

(a) *Permitted uses:* The following uses shall be permitted in the M-1 zoning district:

1.

Establishments engaged in the construction, repair or demolition of buildings, streets, water and sewer systems, bridges and similar construction; such as building, electrical, heating, air conditioning, heavy construction, paving and earth moving operations.

2. Service-oriented establishments supplying other businesses, industries or individuals, such as laundry and dry cleaning plants, linen supply plants, carpentry shops, bakeries, machine shops, cabinet and metal shops, welding shops, and moving companies.
3. Car wash.
4. Highway oriented uses, including gas stations, auto, truck (Class V and above), and boat repair establishments, tire retreading establishments, paint and body shops, and establishments selling used and new cars, motorcycles, boats, trailers, recreational vehicles, manufactured homes, farm and industrial equipment, and car and truck rentals.
5. Uses permitted in the B-2 zoning district, excluding single-family dwellings, multi-dwellings, townhomes or row houses, manufactured homes and manufactured home parks.
6. Fireworks sales facilities.
7. Crematoria.
8. Parking lots and boat/RVs storage lots.
9. Commercial pet kennels and pet daycare businesses.
10. Solar farms, including accessory structures, operational facilities, and utilities.
11. Wholesale sales of building and construction materials.

(b) *Conditional uses:* The following uses shall be permitted on a conditional basis in any M-1 zoning district, subject to the stated conditions:

1. Warehouse or other storage facility, provided that there is no open storage of junk or salvage materials nor bulk storage of Class I or Class II combustible liquids as classified by the National Fire Protection Association for wholesale distribution.
2. Any industrial use, plus operations incidental to such use, which involves manufacturing, processing, and/or assembly, provided that any noise, vibration, smoke, gas, fumes, odor, dust, fire hazard, dangerous radiation or other injurious or obnoxious conditions related to the operation are not sufficient to be likely to create a nuisance beyond the premises. Further provided that uses involving the processing of solid bulk materials shall not be allowed in the M-1, light industrial zoning district.
3. Freight terminals and depots, including drop yards, provided that:
   A. Shipping containers shall not be unmounted ("grounded"); and
   B. Neither shipping containers nor chassis shall be stacked; and
   C. The use is located on a parcel of not less than one (1) acre; and
   D. None of the adjacent parcels are zoned or used for residential development; and

E. Truck parking and container storage areas shall be located outside of the required building setbacks; and

F. Areas of the parcel on which truck/trailer/chassis/container parking occur shall be screened by an eight (8) foot opaque fence or wall in addition to any other buffering or screening requirements set forth elsewhere in this appendix, provided, however, that the provisions required herein shall be waived along boundaries where the parcel adjoins another parcel with like zoning. Retroactive installation of the screening described herein shall not be required where a parking area has been lawfully established without the need for the buffering/screening described herein and a subsequent change in zoning/use occurs with respect to an adjoining parcel.

G. A site plan has been submitted to and approved by the planning and zoning department showing:

i. The size of the subject parcel;

ii. The area(s) to be used for container storage, including setbacks from property lines; and

iii. The specifications for the opaque screening present and/or to be provided.

This sub-section does not authorize the use of shipping containers or trailers as storage units which shall instead be governed by section 4-8(e).

4. Yards for the storage of portable temporary storage units, as defined in section 4-20, provided that units may be stacked no more than two (2) high, except within one thousand (1,000) feet of residentially zoned or used properties, where no stacking may occur.

5. Tattoo parlors, provided that such uses shall not be established within one thousand (1,000) feet of:

a. The property line of a lot devoted to use by a church or other place of worship;

b. A boundary line of any residential district or residential use;

c. The property line of a public park adjacent to any residential district or any public or private elementary or secondary school;

d. The property line of a lot devoted to residential use; or

e. The property line of a lot devoted to academic, extracurricular, or recreational use by a public or private elementary or secondary school.

For the purpose of this section, measurement shall be made in a straight line, without regard to intervening structures or objects, from the nearest portion of the building or structure used as a part of the premises where a tattoo parlor business is conducted, to the nearest property line of the premises of a church or public or private elementary or secondary school, or to the nearest boundary of an affected public park, residential district, or residential lot.

A tattoo parlor lawfully operating as a conforming use is not rendered a nonconforming use by the location, subsequent to the grant or renewal of the tattoo parlor business permit and/or license, of a church, school, public park, residential district or a residential lot within one thousand (1,000) feet of the tattoo parlor business. This provision applies only to the renewal of a valid business license, and does not apply when an application for a business license is submitted after a business license has expired or has been revoked.

6. Sexually oriented businesses as per the conditions established in section 4-14.
7. Tow yards, provided:
    a. That such uses are enclosed and separated from any adjoining uses or public or private rights-of-way, excluding points of ingress or egress, by a fence or wall at least eight (8) feet in height and screened with vegetative material sufficient to conceal all such uses from public view; and
    b. The conditions of subsection 9-67(4)(b)(i) of the City Code are met.
8. Carnivals and circuses, full-service restaurants, dance halls, banquet or rental halls and venues, hookah lounges, taverns, clubs, bars, pubs, brew pubs, music halls and any establishment at which more than fifty (50) per cent of gross revenues are generated from the sale of alcoholic beverages, including micro-breweries and small-scale distilleries, all subject to the conditions established in subsection 5-4(b).

(Ord. No. 1986-30, 7-15-86; Ord. No. 1993-28, 9-9-93; Ord. No. 1995-58, 11-21-95; Ord. No. 2001-011, 4-12-01; Ord. No. 2002-051, 7-25-02; Ord. No. 2003-003, 1-23-03; Ord. No. 2004-61, 10-28-04; Ord. No. 2010-013, 2-25-2010; Ord. No. 2010-044, 7-22-2010; Ord. No. 2016-013, 3-24-2016; Ord. No. 2017-034, 5-25-2017; Ord. No. 2021-009, Exh. A, 2-25-2021; Ord. No. 2021-077, Exh. A, 11-23-2021; Ord. No. 2022-040, Exh. A, 6-23-2022)

Section 5-6. - M-2, Heavy industrial district:

It is the intent of the M-2 zoning district to provide areas for commercial, manufacturing, storage, processing, and transportation-related activities in areas with related necessary support facilities and that provide adequate separation from residential neighborhoods and commercial uses:

(a) *Permitted uses:* The following uses shall be permitted in the M-2 zoning district:

1. Uses permitted in the M-1 zoning district other than those identified in section 5-5(a)(5);
2. Industrial uses and processing plants;
3. Bulk storage of petroleum or any products thereof;
4. Transportation facilities incidental to and required for such uses including railroad yards and docks.
5. Dance halls, taverns or clubs, provided that when located within two hundred fifty (250) feet of a residentially zoned or used parcel:

    a)

Interior sound-proofing. For purposes of this section, the distance shall be measured "as crow flies" from the walls of the business to the closest point along the property line devoted to the residential zoned or used property:

b) No music is permitted in outdoor seating and/or outdoor bar areas after 11:00 p.m.; and

c) Music, whether live or recorded, or indoor or outdoor, is not in violation of the city noise ordinance at section 13-126.

(b) *Conditional uses:* The following uses shall be permitted on a conditional basis in any M-2 zoning district subject to the stated conditions:

1. Uses permitted in the B-2 zoning district excluding single-family dwellings, multi-family dwellings, town or row houses, manufactured homes and manufactured home parks. The proposed use and location shall be submitted to the zoning administrator, who shall determine the compatibility based on the proposed use and location of the property.
2. Tow yards, open storage of junk or salvage materials or processing or recycling of such materials, provided that such uses are enclosed and separated from any adjoining uses or public or private rights-of-way, excluding points of ingress or egress, by a fence or wall at least eight (8) feet in height and screened with vegetative material sufficient to conceal all such uses from public view.
3. Unmounted container storage facilities, whether temporary or permanent, under the following conditions:
   A. Facilities with no stacked containers may be established on M-2 zoned parcels so long as the facility complies with the following:
      a. Containers, chassis, trucks or trailers may be placed ten (10) feet from the side and rear property lines where there is no abutting residentially zoned or used properties; otherwise, containers/trailers/trucks/chassis are not permitted within fifty (50) feet of the property line. No parking or placement of trucks, trailers, containers or chassis are permitted within twenty-five (25) feet from any public right-of-way.
      b. Areas of the parcel on which truck/trailer/chassis/container parking occur shall be screened by an eight-foot opaque fence or wall in addition to any other buffering or screening requirements set forth elsewhere in this ordinance, provided, however, that the provisions required herein shall be waived along boundaries where the parcel adjoins another parcel with like zoning. Retroactive installation of the screening described herein shall not be required where a parking area has been lawfully established without the need for the buffering/screening described herein and a subsequent change in zoning/use occurs with respect to an adjoining parcel; and
      c. A site plan has been submitted to and approved by the planning and zoning department showing:

i. The size of the subject parcel;

ii. The area(s) to be used for container storage, including required setbacks from property lines; and

iii. The specifications for the required opaque screening present and/or to be provided.

B. Facilities with stacked containers and yards for the storage of portable temporary storage units, as defined in section 4-20, which include the stacking of such units more than two (2) units high may be established on M-2 zoned parcels only after council, after public notice and hearing, grants approval to a detailed container stacking plan based on findings that:

a. The proposed stacking will not substantially injure the actual or permitted uses of the neighboring or nearby properties;

b. The proposed stacks, except for points of ingress or egress, will be reasonably screened from view. For purposes of this requirement screening shall be accomplished by opaque planting, a berm, a fence, or a wall. Such screening shall in no event be less than eight (8) feet in height above finished grade.

This sub-section is not intended to limit or otherwise regulate the use of shipping containers/trailers as on-site storage in accordance with the provisions of section 4-8(e)(2) or portable storage units with the provisions of section 4-20(c).

4. Uses involving the processing of solid bulk materials, such as gravel, crushed stone, and sand, stored in the open, provided that such uses are enclosed and separated from any adjoining uses or public or private rights-of-way, excluding points of ingress or egress, by a fence or wall at least eight (8) feet in height and screened with vegetative material.

5. Gambling cruise vessels and gambling cruise vessel support activities, provided that the following conditions are met:

a. The dock/pier/wharf for such use is on a privately owned parcel that fronts the Cooper River and is located to the south of the city's Riverfront Park and Base Memorial.

b. The dock, terminal and parking facilities for such uses are located at least one thousand (1,000) feet from any:

(1) Church, synagogue, mosque or other place of organized group worship; and

(2) Any property on which a public or private elementary or secondary school is located.

For the purposes of these gambling cruise regulations, the one thousand (1,000) foot measurement shall be made in a straight line without regard to intervening structures, between the closest part of the dock and/or terminal wall associated with the gambling cruise vessel and the property line of any use listed above.

c. Submittal of a site lighting plan in keeping with the provisions of article IV, section 4-17.

d. Submittal of a site signage plan meeting the requirements of the article VIII, section 8-11.

e. Submittal of a parking and interior circulation plan in keeping with the following:

(1) Off-street parking is provided at a ratio of one (1) space for every fifty (50) square feet of boat floor/deck space.

(2) Adequate parking must be provided separately for each departure. (For example, a boat with one thousand (1,000) square feet of floor/deck space that makes two (2) departures a day would be required to provide forty (40) parking spaces.)

(3) If more than one (1) boat is served from the same facility, parking must be calculated separately for each boat.

(4) Parking may be provided off-site, provided that (a) such off-site location is within two thousand (2,000) feet of the embarkation/debarkation terminal; (b) the applicant has a lease for use of the off-site parking site that features a term equal to the lesser of five (5) years or the length of the lease term (if any) associated with the gambling cruise vessel's dock/wharf/pier facility; (c) termination of the use must cease immediately at any time at which the approved parking facility becomes unavailable or inadequate and operations may not recommence until an alternate parking and interior circulation plan has been approved.

f. Submittal of a buffering and landscaping plan in accordance with city ordinance requirements.

6. Sexually oriented businesses as per the conditions outlined in section 4-14.

(Ord. No. 1990-34, 6-28-90; Ord. No. 1992-37, § 1, 10-8-92; Ord. No. 1995-59, 11-11-95; Ord. No. 2006-49, 7-25-06; Ord. No. 2006-51, 7-25-06; Ord. No. 2010-013, 2-25-2010; Ord. No. 2010-044, 7-22-2010; Ord. No. 2010-071, 10-28-2010; Ord. No. 2017-034, 5-25-2017; Ord. No. 2021-009, Exh. A, 2-25-2021; Ord. No. 2022-040, Exh. A, 6-23-2022; Ord. No. 2023-004, Exh. A, 1-26-2023)

Editor's note— Ord. No. 2010-071, adopted Oct. 28, 2010, set out provisions intended for use as § 5-6(b)2. For purposes of classification, and at the editor's discretion, these provisions have been included as § 5-6(b)5.

Section 5-6.1. - Reserved.

Editor's note— Ord. No. 2014-066, adopted Oct. 23, 2014, repealed § 5-6.1, which pertained to maritime cargo overlay district. See Code Comparative Table for complete derivation.

Section 5-7. - PD, Planned development district:

The planned development district is a special district established by a certain procedure and designated on the official zoning map by boundaries and symbols. Use, area, bulk, height, and other requirements shall be determined by the procedures set forth in this section. It is the intent of this section to encourage flexibility in

the development of land in order to promote its most appropriate use; to improve the design, character, and quality of new development; to facilitate the adequate and economical provision of streets and utilities; and to preserve the natural and scenic features of open areas.

(A) *General conditions:* Any area may be considered for rezoning as a planned development district if any one (1) or more of the following conditions are met:

1. More than one (1) principal land use is proposed for development on a parcel under single or multiple ownership or management.
2. Separate land uses, which would not otherwise be permitted to locate within the same zoning district, are proposed for development on one (1) or more adjacent parcels under single or separate ownership or management.
3. Exceptions or variations to the site, dimensional changes in standards required or other requirements of the zoning ordinance are being sought.

(B) *Specific requirements:* In order to qualify for a planned development district zoning classification, a proposed development must first meet each of the following specific requirements:

1. The site utilized for planned development must contain an area of not less than two (2) acres.
2. The site must have a minimum width between any two (2) opposite boundary lines of two hundred (200) linear feet and must adjoin or have direct access to at least one (1) major street.
3. The area proposed shall be in one (1) ownership, or if in several ownerships, the application for amendment to the zoning ordinance shall be filed jointly by all of the owners of the properties included in the plan.

(C) *Permitted developments:* Any large-scale development which meets the provisions of this ordinance and which is considered by the planning commission and city council for a PD classification may be so classified. Examples might include areas proposed principally for large-scale development in commerce, housing, industry, areas proposed for preservation for recreational, historical, conservation, or flood control purposes; areas to be utilized for specialized purposes such as recreational resorts, as well as educational, civic, governmental, transportation, or military complexes. Approved PD districts may be areas of mixed land use so long as the land use patterns conform to the plans adopted per the Future Land Use Map of the Comprehensive Development Plan for the particular districts.

(D) *Permitted uses:* Any use proposed by the developer and considered by the planning commission and city council as being compatible to other nearby uses within and without the district in keeping with the intent of the particular PD district may be permitted in such district upon recommendation by the planning commission and approval by city council. A listing of permitted

uses within a particular PD district shall be adopted as part of the regulations applying to that district. The developer shall prepare a list of proposed uses for submission with his application. After recommendation by the planning commission and approval by city council, the list or portions thereof approved by the aforementioned body shall be adopted as part of the regulations applying to that particular PD district. Thereafter, the uses permitted in the district shall be restricted to those listed, approved and adopted according to procedures set forth herein.

(E) *General design criteria and development standards:*

1. Over-all site design shall be harmonious in terms of landscaping, enclosure of principal and accessory uses, sizes of structures, street patterns, and use relationships. Variety in building types, heights, façades, setbacks, and size of open space shall be encouraged.
2. Densities per acre for residential dwelling units and yard and other dimensional requirements for each PD district may be set by city council, after recommendation of the planning commission is received.
3. Parking, loading and other requirements for each PD district may be set by city council upon recommendation of the planning commission. The standards of section 4-10 and section 4-11 of this ordinance shall serve as a general guide of such requirements for uses proposed for location in a PD district.
4. Where development abuts a separate single-family residential district, buildings and activities (other than single-family dwellings and two-family dwellings) shall be set back a sufficient distance from the separating property line or district boundary line, not less than thirty (30) feet for multifamily residential, public or boundary line, not less than fifty (50) feet for commercial or industrial uses, to ensure the absence of any objectionable effects on or from abutting districts. In the case of commercial and industrial uses, the distance separating all buildings and activities from surrounding residential districts should in fact be great enough to constitute a reasonable buffer. Loading docks and truck maneuvering areas and terminals, where possible, should be further removed from residential lot lines than buildings.
5. Property lines abutting residential districts must be screened by a permanent attractive planting screen, wall, or fence in a buffer strip not less than eight (8) feet in height and sufficient to screen out excessive sound and view from residential areas. This provision is waived where adjoined by like boundaries.
6. Exterior lighting shall [be] of the cutoff type and shall be arranged and designed in a manner which will protect the highway and neighboring properties from direct glare, spillover light, or hazardous interference of any kind. Light poles shall not exceed eighteen (18) feet in height for residential development, twenty-four (24) feet in height for commercial development, or thirty (30) feet in height for industrial development.

(F)

Application procedures: Applicants may choose to apply under either of the following procedures:

1. Preliminary approval of PD with one (1) year for final PD approval:

(a) Preliminary application.

(i) A written preliminary plan shall be submitted by the developers for review and comment by the zoning administrator. The zoning administrator shall forward this preliminary plan, along with his comments and recommendation, to the planning commission for consideration. The zoning administrator shall simultaneously forward a copy of the preliminary plan to the resident council person for the district or districts for which the plan is proposed.

(ii) The written preliminary plan shall include, where applicable:

(A) The name of the proposed development, if known;

(B) A general description of the proposed development including the types of proposed uses, the approximate areas and locations of proposed classes of uses;

(C) If known, the plan should indicate possible restrictions on use or development of the property, the location of infrastructure, any possible restrictive covenants, yard, or density restriction, and any other local, state or federal laws or regulations that may restrict, govern, impact, or be impacted by the proposed PDD plan;

(D) A detailed legal description of the location of the site.

(iii) Privileges upon initial approval. Upon the granting of preliminary approval by the planning commission, a favorable recommendation shall be forwarded to the public safety committee for review. The public safety committee shall consider and pass upon the plan. The applicant shall then have one (1) year from the date of public safety committee preliminary approval in which to obtain final approval by the city council of an approved PDD plan. Preliminary approval by the planning commission and/or public safety committee shall not obligate the city council to grant final approval and a statement reflecting this fact shall appear on the face of any document notifying the applicant of the granting of preliminary approval.

(b) Final approval.

(i) Any request pertaining to the establishment of a PD zoning district shall be considered an amendment to the zoning ordinance and shall be administered and processed in accordance with the regulations set forth in section 7-8, procedure for amendments of this ordinance. If approved by city council, all information pertaining to the proposal shall be adopted to the zoning ordinance to be the standards of development for that particular PD district.

(ii)

Applicants seeking final approval shall submit for consideration by the planning commission a written final proposal and site plan which shall, at a minimum, contain the following:

(A) Written final proposal.

(1) A general description of the proposal;

(2) A detailed legal description of the location of the site;

(3) Proposed standards for the development including restrictions on the use of the property, density standards and yard requirements and restrictive covenants;

(4) Proposed dedication or reservation of land for public use, including streets, easements, parks, and school sites;

(5) A complete list of all restrictions on use or development of the property, the location of infrastructure, any possible restrictive covenants, yard, or density restriction, and any other local, state or federal laws or regulations that may restrict, govern, impact, or be impacted by the proposed PDD plan;

(6) Exceptions or variations from the requirements of the zoning ordinance if any are being requested;

(7) Amendments of any other ordinances that are required or requested in order to allow the proposed PDD to be implemented lawfully. No city ordinance shall be eligible for amendment in conjunction with PDD approval if the proposed amendment would apply to: (1) a standardized code or law adopted by the city in a form specified by state or federal law, or (2) would adversely impact any officially recognized police, fire, flood, pollution, runoff, seismic, or other rating given to the city or its citizens; or (3) would amend, purport to amend, alter or purport to alter any state or federal law or regulation otherwise applicable;

(8) Plans for the provision of utilities, including water, sewer, and drainage facilities;

(9) Tables showing the total number of acres in the proposed development and the percentage designated for each proposed type of land use, including public facilities;

(10) Plans for open space, courts, walks and common areas;

(11) Provisions for parking, loading accessways, signs and means of protecting adjacent areas from lighting and other potentially adverse effects, such provisions to be in accord with the pertinent section of this ordinance;

(12)

A statement defining the manner in which the city council is to be assured that all improvements and protective devices, as buffers, are to be installed and maintained;

(13) Tabulations showing the number of dwelling units by type, if any, and other data that the planning commission and city council may require;

(14) A proposed schedule for development.

(B) Site plan. The plan shall include the following elements: All property dimensions, platting and street systems, proposed building sites and sizes, types of uses proposed for buildings; plans for the screening and protection of abutting properties; means of ingress and egress, access and circulation arrangements, off-street parking and loading facilities, proposed reservations or dedications for streets, open spaces, and other public facilities. And, if requested, two-foot vertical contour intervals shall be provided on the site plan. The plan shall also include the name of the development and the developers, a north arrow, the date of the field survey, tract boundary lines, dimensions, bearings, angles and reference points to at least two (2) permanent monuments. If the proposal includes the subdivision of land for any purpose or the provisions of new public streets, the information required above and any additional information which may be required under the City of North Charleston's Subdivision Regulation Ordinance and Road Code Ordinance shall be included.

However, if the project is to be accomplished in phases, the subdivision plat shall only be required for the phase for which final approval is sought. The site plan may then be processed simultaneously for recording and as a part of the application for a planned development district classification, as provided for in this ordinance.

2. Approval of planned development district with conceptual site plan:

(a) Application and approval. Any request pertaining to the establishment of a PD zoning district shall be considered an amendment to the zoning ordinance and shall be administered and processed in accordance with the regulations set forth in section 7-8, procedure for amendments of this ordinance. If approved by city council, all information pertaining to the proposal shall be adopted to the zoning ordinance to be the standards of development for that particular PD district.

(i) Applicants seeking final approval shall submit for consideration by the planning commission twelve (12) copies each of a written final proposal, a conceptual site plan, a traffic analysis, a stormwater drainage basin study, and a sanitary sewer and domestic water utility plan. At a minimum, these items should include:

(A) Written proposal, including the following elements and supporting graphics and tables, where necessary:

(1) The name of the proposed development;

(2) A detailed legal description of the perimeter boundary of the PDD, a listing of the individual parcels within, and a map showing the boundaries of the PDD;

(3) A description of the site, including:

(a) Total site area, including amount of wetlands;

(b) Areas of current forestry operation, if any;

(c) Areas of known environmental contamination, if any, a description of any land use controls associated with the contamination, and how these controls may impact the development of the site;

(d) Any other restrictions on use or development of the property, including existing deed restrictions or covenants, exclusive of utility easements;

(e) Any other local, state or federal laws or regulations that may restrict, govern, impact, or be impacted by the proposed PDD plan;

(f) Known historical and/or architecturally significant sites, including burial sites and cemeteries;

(g) Description of any other conditions unique to the subject property;

(h) Amendments of any other ordinances that are required or requested in order to allow the proposed PDD to be implemented lawfully. No city ordinance shall be eligible for amendment in conjunction with PDD approval if the proposed amendment would apply to: (1) a standardized code or law adopted by the city in a form specified by state or federal law, or (2) would adversely impact any officially recognized police, fire, flood, pollution, runoff, seismic, or other rating given to the city or its citizens; or (3) would amend, purport to amend, alter or purport to alter any state or federal law or regulation otherwise applicable;

(4) A general narrative description of the proposed development, including:

(a) A listing of permitted and conditional uses;

(b) Tables showing the total number of acres in the proposed development and the percentage designated for each proposed type of land use, including public facilities. The maximum number of housing units shall also be stated;

(c) Proposed standards for development from the existing zoning ordinance (such as parking, tree protection and replacement, landscaping, lighting, signage, and lot requirements with regard to dimensions, area, yard, and setbacks). Exceptions or variations from the requirements of the zoning ordinance must be specified;

(d) How proposed development will comply with existing zoning overlay district requirements, if applicable, or what exceptions or variations are proposed;

(e) Proposed dedication or reservation of land for public use, including streets, easements, parks, and school sites;

(f) Areas designated for open space and recreational use with an explanation of the ownership and maintenance of the areas;

(g) Any provisions to protect environmentally or culturally sensitive property;

(h) General design guidelines, if any, and designation of an entity to oversee the design, if applicable;

(j) A statement defining the manner in which the city council is to be assured that all improvements and protective devices, as buffers, are to be installed and maintained;

(k) Any other data that the planning commission and city council may require; and

(l) An anticipated schedule for the dedication of land for public use (including public rights-of-way) and the provision of utilities, including water, sewer, and drainage facilities.

(B) Conceptual site plan. The plan shall include the following elements:

(1) The PDD boundary;

(2) Location of all freshwater and saltwater wetlands and any other critical areas as designated by the South Carolina Department of Health and Environmental Control and/or the U.S. Army Corps of Engineers;

(3) Proposed major street network;

(4) Subareas of the PDD, with proposed uses, maximum number of housing units, maximum residential densities (net units/acre), maximum building heights and intensities. Building intensity shall be specified through impervious surface parcel coverage, which will be calculated by dividing the areas of impervious surface (buildings, parking areas, roads, and sidewalks) by the parcel area;

(5) For each residential area proposed, photographs of existing developments which are similar in density and massing of buildings and the relationship of lots to streets to the proposed development. All photographs must be labeled with the name and location of the development. The majority of the

photographs should be from the Charleston metropolitan area. Examples of developments outside the Charleston area may be used where no local example exists.

(C) Traffic analysis. The analysis shall contain the following elements:

(1) An overview of the PDD boundary's location relative to existing transportation infrastructure and the connectivity and main points of access created by its pro major roadway network;

(2) Known traffic patterns or capacity ratings of the transportation system within the PDD and to which this system connects;

(3) Known improvements currently planned and/or funded within the immediate area, including the funding mechanism and/or source;

(4) Information, if available, on how the PDD boundary has been incorporated into current regional transportation models such as the CHATS Long Range Transportation Plan and how the proposed development projections relate;

(5) A proposed plan of how internal traffic will be analyzed and managed throughout the development process. If information relative to items (2) through (4) above is not known or available, an appropriate study shall be conducted and submitted.

(D) Stormwater drainage basin study. The study shall include a narrative and a supporting drawing(s) addressing items (1) through (6) below. Based on this information, the public works department shall determine the need for additional information prior to approval.

(1) Name of and location within the regional drainage basin(s) as defined in the city's stormwater master plan;

(2) Overview of site topography including existing wetlands and/or critical areas;

(3) Major existing conveyance methods and outfall location(s) within and adjacent to the PDD boundary;

(4) Areas of known hydraulic capacity deficiencies and/or known flooding events;

(5) Areas of known water quality degradation and current status of the nearest downstream SCDHEC water quality monitoring station;

(6) FEMA flood zone delineations and base flood elevations; and

(7) A preliminary plan explaining the methods upon which stormwater quantity and quality requirements will be achieved (i.e., regional shared detention) including the relationship between detention facilities, public open spaces, and landscaping.

(E) Sanitary sewer and domestic water utility plan. The plan shall include the following elements:

(1) Location of and known sizes and capacity of existing infrastructure both within and immediately adjacent to the PDD boundary;

(2) Known planned and/or funded improvement projects and anticipated timelines; and

(3) Letters of intent from the utility companies stating willingness to serve the development.

(b) After city council approval, as development is proposed within the PDD, the following shall be submitted:

(i) A site plan for the subarea(s) to be developed which shall include the following elements: All property dimensions, platting and street systems, significant and grand trees, proposed building sites and sizes, types of uses proposed for buildings; plans for the screening and protection of abutting properties; means of ingress and egress, access and circulation arrangements, off-street parking and loading facilities, proposed reservations or dedications for streets, open spaces, and other public facilities. And, if requested, two-foot vertical contour intervals shall be provided on the site plan. The plan shall also include the name of the development and the developers, a north arrow, the date of the field survey, tract boundary lines, dimensions, bearings, angles and reference points to at least two (2) permanent monuments. If the proposal includes the subdivision of land for any purpose or the provisions of new public streets, the information required above and any additional information which may be required under the City of North Charleston's Subdivision Regulation Ordinance and Road Code Ordinance shall be included. The plat, including street names, must be approved by the planning commission.

(ii) A description of any residential development, to include the types of dwelling units, with total number of each type specified, and the density (net units/acre) for the proposed development area.

(iii) A traffic impact analysis and, if necessary, a discussion of needed traffic improvements within and outside of the subarea, who is responsible for such improvements, and a timeframe for provision of the improvements.

(iv) A description of the provisions for parking, loading access ways, signs and means of protecting adjacent areas from lighting and other potentially adverse effects.

(G) *Adherence to approved plan:*

1. Unless alteration is permitted by way of a zoning administrator approved variance as set forth herein, all standards of development shall conform to the standards adopted for the planned development district, regardless of any changes in ownership. Certain minor variations from the adopted PD plan may be approved as an administrative variance by the zoning administrator. Minor variations eligible for such administrative variance shall include:

a. Minor shifts in lot line locations where such shifts do not alter the number of lots within the PD district or materially alter lot size;

b. Minor shifts in road, alley, and/or driveway alignment to accommodate trees, improved traffic flow, safety concerns, the provision of public services, or other technical concerns; and

c. Reductions in the number of housing units or area of nonresidential space proposed, as compared to the approved PDD, provided such change is consistent with the future land use designation for the subject parcel.

In all instances in which an administrative variance from the zoning administrator is not granted, any proposed changes in the district shall be treated as amendments to the zoning ordinance and must be considered in accordance with procedures set forth in section 7-8 of this ordinance. Appeals based on hardships or an alleged misinterpretation of the ordinance by the zoning administrator shall be processed in accordance with subsection 7-7.3 of this ordinance.

2. Where it is determined by city council that development in the planned development district is not in accordance with the standards adopted for that district, the council shall be empowered to amend the ordinance to place parts or all of the property in the planned development district in another zoning classification deemed by the council to be more appropriate.
3. The violation of any provision of the plans, as submitted under the provisions herein, shall constitute a violation of this ordinance, subject to the same penalties as established in section 7-5 of this ordinance.

(Ord. No. 2001-090, 12-27-01; Ord. No. 2005-73, 12-1-05; Ord. No. 2007-26, § 1, 5-24-07; Ord. No. 2008-09, 1-24-08; Ord. No. 2013-016, 3-28-2013)

Section 5-8. - AR-I, Ashley River scenic district I:

(a) *Purpose:* The scenic beauty and historic heritage of a community is among its most valued and important assets. In addition to its natural beauty, the Ashley River area reflects elements of our cultural, social, economic, political, and architectural history. It is the intent of the Ashley River Scenic District I to safeguard the heritage and scenic beauty of the City of North Charleston, Charleston County, and Dorchester County by preserving the view shed of National Historic Landmarks and Properties on the National Registrar of Historic Places which have been confirmed by the South Carolina Department of Archives and History; to promote conservation and provide protection by promoting the stabilization of the banks of the Ashley River which is tidally influenced and subject to periodic flooding; to preserve water quality by protecting the natural environmental qualities of the land and water; to stabilize and improve property values in Ashley River Scenic District I; to foster civic beauty; to preserve scenic areas; and to promote the use and preservation

of the Ashley River Scenic District I for the education, welfare, and pleasure of residents of the City of North Charleston, Charleston County, and Dorchester County and of the state and nation as a whole.

(b) *Area of district:* The area of the Ashley River Scenic District I shall consist of any property in the City of North Charleston confirmed by the South Carolina Department of Archives and History to be a part of the view shed for a National Historic Landmark or Properties on the National Registrar of Historic Places situated along the Ashley River which lies within and which is designated on the Official Zoning Map of the City of North Charleston:

(1) One hundred (100) feet of the critical line of the Ashley River or adjacent lowlands, which lowlands are hereby defined as marshes, mudflats, or shallows periodically inundated by tidal action.

(2) One hundred (100) feet of an established tree line paralleling the Ashley River, or

(3) One hundred (100) feet of a bluff or cliff overlooking and visible from the Ashley River, whichever is greater.

(c) *Type of district; permitted uses:* The Ashley River Scenic District I is an "overlay" district. As an overlay district, permitted uses are determined by the "underlying" or primary zoning district. For example, where this district overlays a residential zoning district, only those uses permitted in the residential zoning district shall be permitted in the overlay district, subject to the additional conditions and requirements of this section.

(d) *Supplemental development standards:* The following supplemental development standards shall apply to any proposed use or alteration of an existing use, land or vegetation within the established Ashley River Scenic District I as defined by 5-8(b) above and shown on the Official Zoning Map,

(1) *Height limitations:* No building or structure shall extend more than thirty-five (35) feet above the ground or base flood elevation plus the prevailing freeboard requirement, whichever is higher.

(2) *Removal of trees:* No tree shall be cut or removed from within one hundred (100) feet of the edge of the Ashley River and adjacent lowlands as defined in section 5-8(b)(2).

(3) *Buildings or structures:* No proposed buildings or structures may be erected within one hundred (100) feet of the Ashley River and adjacent lowlands as defined in section 5-8(b)(2); however, the area within this one hundred (100) foot setback may be used in the computation of other applicable side and rear yard setback requirements. No construction of docks, boat ramps, or boat houses over lowlands within the designated scenic view shed will be allowed unless it is determined by the Office of Coastal Resource Management after consultation with the South Carolina Department of Archives and History to have no negative effect on the scenic view shed.

(a) For lots created when the Ashley River Scenic District I building setback was fifty (50) feet from the mean highwater mark, the principal structure shall be a minimum distance of twenty-five (25) feet from the edge of the fifty (50) foot buffer zone.

(b)

In cases where the natural vegetation is not sufficiently dense to approximate an opaque buffer between the development site and the Ashley River, installation of an opaque buffer shall be required.

(4) *Other alterations:*

(a) No grading, filling, excavation or other land-altering activity may be conducted within one hundred (100) feet of the Ashley River Scenic District I and adjacent lowlands except in accordance with section 5-8(e).

(b) No impervious surfaces may be constructed within one hundred (100) feet of the Ashley River Scenic District I and adjacent lowlands except in accordance with section 5-8(e) herein below.

(c) *Necessary alterations:* The provisions of section 5-8(d) shall not apply to necessary alterations for required roads or for access to the Ashley River Scenic District I for ingress/egress from any particular tract, provided that no reasonable alternative is available on the tract of land in question and that shoreline alterations are minimized to the greatest extent practicable. The burden of proving that no reasonable alternative is available and that the proposal minimizes shoreline alterations to the greatest extent practicable shall be on the party seeking to make alterations. Such applicant shall submit any information which he desires or which may be requested by the building official, and the building official must give notice to the director of planning and management prior to any determination as to the applicability of this subsection to any particular case.

(Ord. No. 1986-45, 9-11-86; Ord. No. 1989-33, 5-19-89; Ord. No. 1999-14, 2-25-99; Ord. No. 2007-79, 11-29-07; Ord. No. 2020-016, 2-27-2020)

Section 5-9. - AR-II, Ashley River scenic district II:

(a) *Purpose*: The scenic beauty and historic heritage of a community is among its most valued and important assets. In addition to its natural beauty, the Ashley River area reflects elements of our cultural, social, economic, political, and architectural history. It is the intent of the Ashley River Scenic District II to safeguard the heritage and scenic beauty of the City of North Charleston, Charleston County, and Dorchester County, to promote conservation and provide protection by promoting the stabilization of the banks of the Ashley River which is tidally influenced and subject to periodic flooding; to preserve water quality by protecting the natural environmental qualities of the land and water; to stabilize and improve property values in Ashley River Scenic District II; to foster civic beauty; to preserve scenic areas; and to promote the use and preservation of the Ashley River Scenic District II for the education, welfare, and pleasure of residents of the City of North Charleston, Charleston County, and Dorchester County and of the state and nation as a whole.

(b) *Area of district:* The Ashley River Scenic District II shall be comprised of the parcels shown on the attached map, which is incorporated into this section by reference, any parcels created from the these parcels, as well as any parcels annexed into the City of North Charleston which are wholly or

in part located within fifty (50) feet of the critical line of the Ashley River or adjacent lowlands, which lowlands are hereby defined as marshes, mudflats, or shallows periodically inundated by tidal action (for which the referenced map shall be updated to reflect additional parcels in the Ashley River Scenic District II).

(c) *Type of district; permitted uses:* The Ashley River Scenic District II is an "overlay" district. As an overlay district, permitted uses are determined by the "underlying" or primary zoning district. For example, where this district overlays a residential zoning district, only those uses permitted in the residential zoning district shall be permitted in the overlay district, subject to the additional conditions and requirements of this section.

(d) *Supplemental development standards:* The following supplemental development standards shall apply to any proposed use or alteration of an existing use, land or vegetation within the established Ashley River Scenic District II as defined by 5-9(b) above and shown on the Official Zoning Map.

(1) *Height limitations:* No building or structure shall extend more than thirty-five (35) feet above the ground or base flood elevation plus the prevailing freeboard requirement, whichever is higher.

(2) *Removal of trees:* No tree of six (6) inches DBH shall be cut or removed from within fifty (50) feet of the edge of the Ashley River or adjacent lowlands as defined in section 5-9(b)(2).

(3) *Buildings or structures:* No proposed buildings or structures may be erected within fifty (50) feet of the Ashley River and adjacent lowlands as defined in section 5-9(b)(2); however, the area within this fifty (50) foot setback may be used in the computation of other applicable side and rear yard setback requirements.

(4) Docks shall be permitted on lots of records in developed residential areas in accordance with the Ashley River Special Area Management Plan (SAMP). Docks may not have roofs or second-story decks. Docks must be construed of wood and may not be painted. No new marina development is permitted within the AR-II. Individual docks must be limited in size (pierhead no larger than one hundred (100) square feet; a single floating dock no larger than one hundred twenty-eight (128) square feet). No new fueling facilities will be allowed within the AR-II.

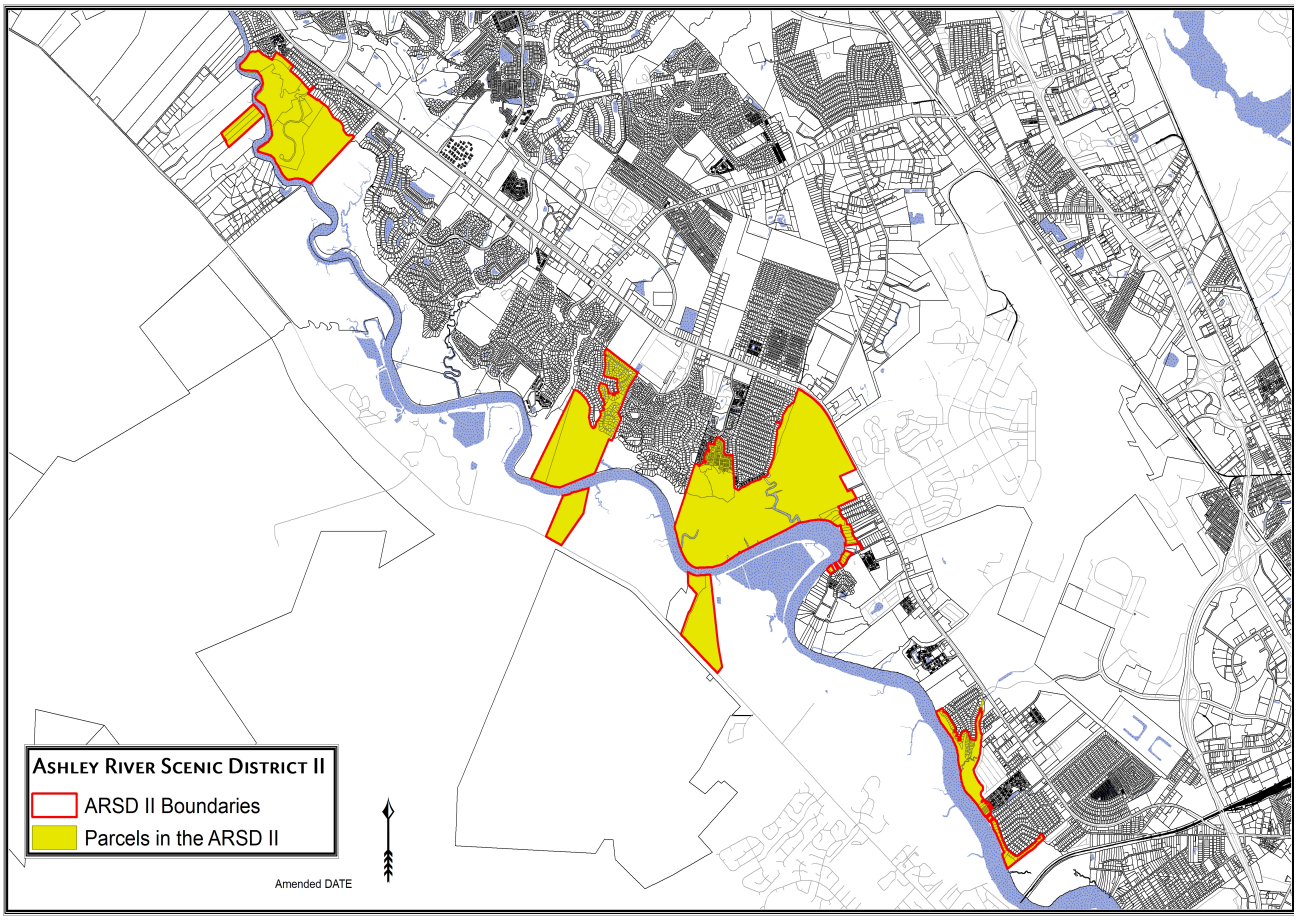
(e) *Other alterations:*

(1) No grading, filing, excavation or other land-altering activity may be conducted within fifty (50) feet of the Ashley River Scenic District II and adjacent lowlands except in accordance with section 5-9(e).

(2) No impervious surfaces may be constructed within fifty (50) feet of the Ashley River Scenic District II and adjacent lowlands except in accordance with section 5-9(e) herein below.

(3) *Necessary alterations:* The provisions of section 5-9(d) shall not apply to necessary alterations for required roads or for access to the Ashley River Scenic District II for ingress/egress from any particular tract, provided that no reasonable alternative is available on the tract of land in question and that shoreline alterations are minimized to the greatest extent practicable. The burden of proving that no reasonable alternative is available and that the proposal minimizes shoreline alterations to the greatest extent practicable shall be on the party seeking to make

alterations. Such applicant shall submit any information which he desires or which may be requested by the building official, and the building official must give notice to the directors of planning and management prior to any determination as to the applicability of this subsection to any particular case.



(Ord. No. 1989-33, 5-19-89; Ord. No. 1999-60, 11-11-99; Ord. No. 2001-073, 11-20-01; Ord. No. 2007-79, 11-29-07; Ord. No. 2010-059, 9-23-2010; Ord. No. 2020-016, 2-27-2020; Ord. No. 2020-051, Exh. A, 10-22-2020)

Section 5-10. - AR-III, Ashley River scenic district III:

(a) *Purpose:* The scenic beauty and historic heritage of a community is among its most valued and important assets. In addition to its natural beauty, the Ashley River area reflects elements of our cultural, social, economic, political and architectural history. It is the intent of the Ashley River Scenic District III to:

(1) Safeguard the heritage and scenic beauty of the City of North Charleston, and Charleston County, by preserving the Ashley River Scenic District III;

(2) To promote conservation and provide protection against floods by promoting the stabilization of the banks of the Ashley River which is tidally influenced and subject to periodic flooding;

(3) To stabilize and improve property values in the Ashley River Scenic District III;

(4) To foster civic beauty;

(5) To preserve scenic areas; and

(6) To promote the use and preservation of the Ashley River as a place of work, education, and pleasure for the residents of the City of North Charleston and Charleston County, and of the state and nation as a whole.

(b) *Area of district:* The Ashley River Scenic District III shall be comprised of the parcels shown on the attached map, which is incorporated into this section by reference, and any parcels created from these parcels.

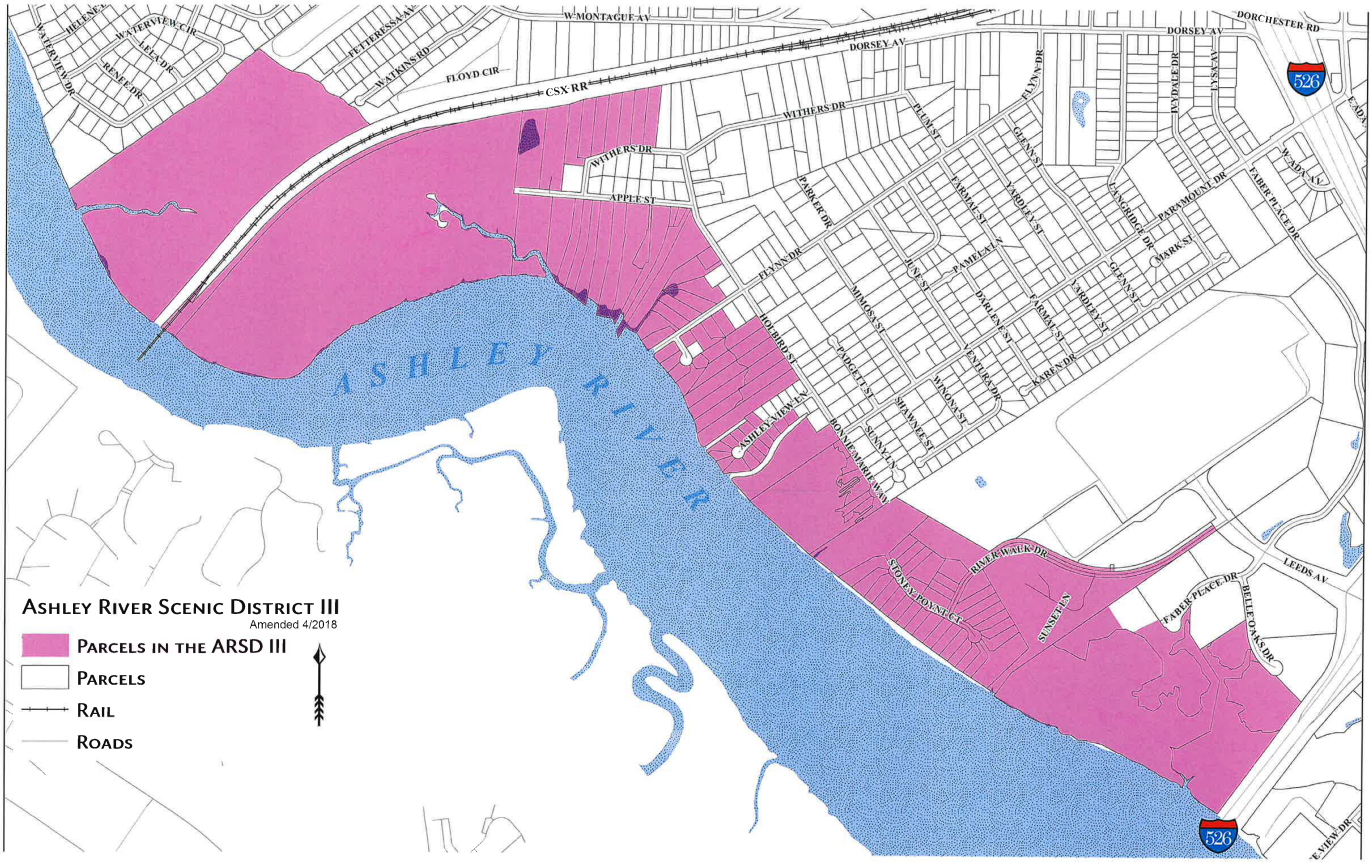
(c) The following provisions shall apply to all uses of land, buildings or other structures located within the Ashley River Scenic District III and shall be in addition to all other requirements of law, including other provisions of this section:

(1) *Buildings:* No buildings may be located within fifty (50) feet of the Ashley River and adjacent lowlands, as defined in section 5-9(b) of this appendix.

(2) *Impervious surfaces:* On a given lot, impervious surfaces shall not occupy more than forty (40) per cent of the total surface area lying within fifty (50) feet of the Ashley River and adjacent lowlands, as defined in section 5-9(b) of this appendix.

(3) *Docks:* Docks may be permitted in the AR-III but may not have second-story decks. All docks permitted after the adoption of this section must be constructed of wood and shall not be painted. No new marina development is permitted within the AR-III. Individual docks must be limited in size (pierhead no larger than one hundred (100) square feet; a single floating dock no larger than one hundred twenty-eight (128) square feet). No new fueling facilities will be allowed within the AR-III.

(4) *Height limitations:* No building or structure shall extend more than thirty-five (35) feet above the ground or base flood elevation plus the prevailing freeboard requirement, whichever is higher.



(Ord. No. 2000-011, 2-24-00; Ord. No. 2004-08, 1-22-04; Ord. No. 2007-79, 11-29-07; Ord. No. 2018-028, 5-24-2018; Ord. No. 2020-016, 2-27-2020)

Section 5-11. - Dorchester Road Corridor I district:

(a) *Boundaries.* The Dorchester Road Corridor I district shall include all parcels of land in the City of North Charleston that are in Dorchester County on the east side of the Ashley River.

(b) *Required buffers.*

1. SR642 (Dorchester Road) Buffer.

A. An uninterrupted forty-foot depth vegetative buffer shall be required along all SR642 frontage property line between Ladson Rd. and Charleston County line (the "Dorchester Road Corridor" area) except where curb cuts are expressly provided under this ordinance. Where easements or rights-of-way are parallel with and contiguous to the SR642 frontage property line, the forty-foot buffer depth shall be measured from the inboard line of the right-of-way or easement.

B. Where suitably opaque and continuous, unimproved natural vegetation may satisfy this requirement provided the unimproved, natural vegetative buffer exceeds fifteen (15) feet in height.

C.

The vegetative SR642 Buffer for all areas except those within HICN shall be opaque and shall, at a minimum, include the following per one hundred (100) linear feet of frontage in addition to retaining all natural vegetation:

- Six (6) canopy trees (two and one-half (2½) inch diameter breast height minimum); and
- Ten (10) understory trees (six (6)—eight (8) feet height minimum); and
- Forty (40) shrubs, (three (3) gallons minimum).

D. Where secondary streets and frontage roads intersect with the opaque SC 642 buffer, the SC 642 buffer shall have a minimum depth of eighty (80) feet within forty (40) feet of the secondary or frontage road.

E. The vegetative SR642 buffer for areas within High Intensity Commercial Nodes, shall at a minimum, include the following per hundred feet of frontage in addition to retaining all natural vegetation six (6) inches DBH:

- Six (6) canopy trees (two and one-half (2½) inches diameter breast height minimum); and
- Forty (40) shrubs (three (3) gallon minimum)

Under-brushing of vegetation up to six (6) inches DBH shall be permitted on parcels on the High Intensity Commercial Node.

2. Required buffers for parcels abutting secondary streets and frontage roads.

A. *Front buffers (commercial).* The front buffer for commercial and office establishments shall be fifteen (15) feet along corridor rights-of-way, both public and private. This buffer is intended for aesthetic, rather than screening purposes. The buffer shall contain the following minimum ornamental plantings per one hundred (100) linear feet of frontage:

- Three (3) canopy trees two and one-half (2½) inches caliper minimum
- Three (3) understory trees six (6)—eight (8) feet height minimum
- Twenty-five (25) shrubs, three (3) gallon minimum

Within the front buffer, all trees six (6) inches diameter breast height and greater shall be retained. The retention of existing natural vegetation shall be encouraged in buffers.

B. *Rear and side buffers.* Rear and side buffers shall be provided per City of North Charleston standards, including section 6-12 of the Ordinance.

C. *Front residential buffers.* An opaque fifty (50) foot buffer shall be provided along the frontage of any new single family residential development across on street from any use or zoning other than single family residential.

The fifty (50) foot front buffer shall contain the following minimum planting per one hundred (100) linear feet when existing vegetation is not sufficient:

- Eight (8) canopy trees two and one-half (2½) inches caliper minimum
- Twelve (12) understory trees six (6)—eight (8) foot minimum
- Fifty (50) shrubs, three (3) gallon minimum

D. *Side and rear buffers (residential).* An opaque fifty (50) foot buffer shall be provided between parcels either dedicated to or zoned for commercial, office or multifamily uses and abutting parcels either zoned for or dedicated to single family residential use.

The fifty (50) foot side and rear buffers shall contain the following minimum planting per one hundred (100) linear feet when existing vegetation is not sufficient:

- Eight (8) canopy trees two and one-half (2½) inches caliper minimum
- Twelve (12) understory trees six (6)—eight (8) foot minimum
- Fifty (50) shrubs, three (3) gallon minimum

All natural vegetation shall be retained.

E. *Loading zone buffers.*

i. Structures shall be oriented so that loading areas are not visible from residential districts, from existing public or private rights-of-way, or from planned future public rights-of-way. Loading areas may be oriented toward adjoining developed properties, which are commercially zoned, or toward adjoining properties eligible for future commercial development if and only if they are entirely screened from view by the use of solid fencing or appropriate landscaping.

ii. Reserved.

F. *All buffer areas (except riparian buffers).* All buffer areas must accommodate required plant material within the buffer. Drainage swales and storm water detention ponds may be placed in the buffer only when trees are not endangered and only when they meander through the buffer in an unobtrusive manner. Storm water detention ponds may not occupy more than twenty-five (25) per cent of the buffer area. Driveways may pass through a buffer to gain access to parking. Structures other than permitted freestanding signs may not be placed within the buffer.

3. Riparian buffers along creeks and wetland areas.

A. Depth: The vegetative buffer shall be of a minimum depth of twenty-five (25) feet. Depth shall be measured from the edge of the wetland area.

B.

The buffer is to be left pristine and forested. Development within the buffer shall not be permitted for any purposes except the construction of a boardwalk (if required by this ordinance), footpaths parallel to the water, stormwater channels, and utility or roadway crossings. Any development within the buffer pursuant to this sub-section shall observe all requirements of section 5-11(c) set forth below.

C. Selection of new vegetation for installation in the buffer for purposes of complying with this ordinance shall be based on the native, predevelopment plant community.

D. Property owners may clear and prune vegetation in a portion of the buffer to establish a "view corridor." The size of a view corridor shall be either seventy-five (75) wide or one-third (⅓) the width of the lot, whichever is less. If the landowner wants to establish a view corridor, he or she must submit a selective clearing and landscaping plan to the planning department. The plan must leave enough vegetation in the corridor to maintain the function of the buffer. Any trees removed must be replaced by shrubs or small trees from a plant list of native vegetation supplied by the planning department. To prevent conversion to turf, no pruning shall be allowed below a height of three (3) feet. If a landowner clears more vegetation than is allowed, he or she will be subject to a fine and required to revegetate the segment of the buffer in violation.

F. Buffer crossings: Attempts should be made to limit the number of road crossing across water bodies and to minimize the width of crossings at the discretion of the planning department and the South Carolina Department of Transportation. Direct right angles shall be used to cross the water bodies. All roadway crossings and culverts should be capable of passing the 100-year flood.

Road rights-of-way shall be reduced in buffer zones to a maximum width of twenty-five (25) feet, with utilities under pavement. Crossing water bodies with mainline sewer shall be avoided, and sewers shall be sited out of buffers. All footpaths accessing a buffer (running to the water) shall be covered by wooden boardwalks to prevent the channelization of stormwater runoff that is caused by dirt footpaths.

G. General. Subsequent to the approval of the development site plans, the developer shall be responsible to take such action as may be necessary to protect vegetation specified for retention within the buffer. Approved buffer area clearing and minor vegetation pruning such as removal of dead limbs, removal of trees and other vegetation not designated for retention, and limb-out pruning of existing trees shall be allowed, providing that:

(i) Such actions shall not damage trees which are specified for retention;

(ii) Limb-out pruning shall be accomplished by hand pruning at heights less that eight (8) feet above grade; and

(iii) No vegetation shall be removed which has been specified for retention.

Proposed development shall avoid excessive or unsightly grading, indiscriminant earth moving or clearing of property, and removal of trees and vegetation which could cause disruption of natural water courses and draining features, or could permanently disfigure natural land forms.

(c) *Reserved.*

(d) *Curb cuts.*

1. Only one (1) curb cut shall be permitted every two hundred fifty (250) feet for parcels not served by a frontage road.
2. Curb cuts shall be the only permissible break in continuity of the vegetative buffer.
3. Driveways linking a curb cut and parking lot shall have at least one 90-degree turn prior to entering the parking area to assure that the parking area is not visible from the curb cut for properties with frontage on SC 642 and where a 40' opaque buffer is required.
4. Curb cut applications/requests must be accompanied by a shared access "tie in" easement to permit adjoining parcels "through-traffic rights-of-way" since they will no longer be eligible for a curb cut.
5. Parcels serviced by a "tie in" access (i.e., parcels without curb cuts) shall be required to grant rights-of-way/easements across their property as a condition of tie in.
6. Access to the shared access right-of-way shall be without charge for the right, though parties may apportion maintenance costs of maintenance and construction.
7. Frontage road curb cuts-parcels: served by a frontage road may have one curb cut on the frontage road for each parcel, without regard to spacing.

(e) *Signs.* In addition to the city's normal sign code, the following special regulations shall apply:

(1) *Freestanding signs:* Must be "monument", "pedestal", or "gateway style entrance sign pairs" in design, not to exceed fifty (50) square feet per sign face and ten (10) feet in height of the sign structure. One (1) sign or "gateway style entrance sign pair" shall be permitted per major road frontage.

(a) *Shopping center freestanding signs:* A shopping center may erect one (1) "monument" or "pedestal" freestanding sign per street frontage, up to a maximum of two (2) signs per center. One (1) square foot of freestanding signage will be permitted per each linear foot of shopping center building frontage, up to a maximum of one hundred fifty (150) square feet per sign.

(b) *Illumination of freestanding signs:* Internal illumination will be permitted in areas of fifteen-foot buffers. In areas of fifty-foot buffers, no internal illumination will be permitted for residential subdivision entrance signs. In all areas, no flashing or moving signs will be permitted.

(2)

Wall signs and window signs (commercial): One (1) square foot of wall and window signage combined will be permitted per each linear foot of building frontage, up to a maximum of one hundred (100) square feet of wall and window signage combined.

(3) *[Materials.]* Signs shall be fabricated of solid materials such as brick, wood or concrete.

(4) *Prohibited signs:* Off-premises signs, portable signs, flags and banners except the U.S., state and city flags, and temporary signs shall be prohibited within the corridor. Nothing in this section shall be construed to prevent the on-premises display of a single monument style for-sale sign not to exceed ten (10) square feet in residential areas and thirty-five (35) square feet in commercial area.

(f) *Building material.* No building elevation constructed of unadorned concrete masonry units or corrugated and/or sheet metal shall front upon any existing public or private rights-of-way.

(g) *Utilities and lightning.*

(1) *Utility lines.* All utility lines such as electric, telephone, CATV, or other similar lines serving individual sites as well as all utility lines necessary within the property shall be placed underground. All junction and access boxes shall be screened with sufficient vegetation so as to completely obscure it from view. All utility pad features and meters should be shown on the site plan.

(2) *Reserved.*

(h) *Reserved.*

(i) *Parking.* Parking areas:

(1) Shall be accessed by a drive featuring at least one (1) 90-degree turn between the curb cut and the parking area;

(2) Shall not be located between the structure and the SR 642 frontage buffer;

(3) Shall not, when combined with surface area of all proposed walkways and structures, cover more than eighty (80) per cent of the parcel with impervious surface;

(4) Shall feature the number of spaces as provided within section 4-10 of this ordinance.

(j) *Street trees.* One (1) street tree must be planted every forty (40) feet along the inside edge of any newly dedicated road right-of-way where overhead power lines are not present immediately over the site at which the tree would be planted. In areas where overhead power lines are present, one (1) street tree from the list of substitutions must be planted every twenty (20) feet along the inside edge of the front property line. These trees may serve to help satisfy buffer planting requirements.

Designated list of street trees. The zoning administrator shall maintain a list of acceptable street trees and street tree substitutions. This list may be updated as necessary by the city's horticulturist.

(k) *Developmental height limit.* Building height shall not exceed thirty-five (35) feet in single family residential areas, or twenty-five (25) feet in neighborhood office districts.

(l) *Variance and appeals.* Variances and appeals shall be handled through the board of zoning appeals as provided within Chapter 7 of the Zoning Ordinance of the City of North Charleston.

(m) *Amortization of non-conforming uses.*

i. Any use lawfully established as of June 8, 2000, which as thereafter continuously operated, and which would otherwise be in violation of this section shall be deemed a non-conforming use.

ii. "Grandfathering" permitted in limited circumstances. Except as provided within subsection (iii) below, uses lawfully Established prior to the effective date of this ordinance shall be permitted to continue pursuant to section 4-5 of the Zoning Ordinance of the City of North Charleston. Expansion of nonconforming uses shall not be permitted unless expressly approved by the zoning administrator based upon the finding that either (A) the proposed expansion is consistent with the requirements of this ordinance or (B) the expansion is the most harmonious possible given the requirements of this ordinance and the preexisting development at the site and further, that the expansion would not contribute to undermining the integrity of the Dorchester I Zone.

iii. Amortization provided.

A. Uses not in conformity with sections 5-11(b)(1)(a) and (b)(2) shall not be grandfathered as set forth above, but rather shall be amortized out of existence over a period not to exceed six (6) months from the date of ratification of this ordinance. Provided, however, that where the nonconformity with [section] 5-10(b)(1) or (b)(2) results from the pre-existing establishment of a permanent improvement within the prescribed buffer zone the property owner may obtain a waiver from the zoning administrator upon a showing that a satisfactory buffer of a depth equal to or greater than seventy-five (75) per cent of the distance between the property line and the structure has been established. Where the establishment of the front buffer would reduce existing parking below the minimum parking requirement for the use, the developer may satisfy all or part of the buffering requirement in the adjacent right-of-way of SC 642 after obtaining the necessary encroachment permits from the S. C. Department of Transportation.

B. Except for "mass assembly" uses (i.e., uses featuring seating for more than one thousand five hundred (1,500) occupants), uses not in conformity with section 5-11(e) shall not be "grandfathered" as set forth above, but rather shall be amortized out of existence over a period not to exceed seven (7) years, unless sooner terminated for any reason or voluntarily discontinued for a period of six (6) months or more. Such nonconforming uses shall not be increased, enlarged, extended or altered except that the use may be changed to a conforming use.

(n) *Severability.* If any subsection or clause of this ordinance shall be deemed to be unconstitutional or otherwise invalid, the validity of the remaining sections, subsections, and clauses shall not be affected thereby.

(Ord. No. 2000-020, 6-8-00; Ord. No. 2000-094, 12-28-00; Ord. No. 2001-59, 9-27-01; Ord. No. 2001-092, 12-27-01; Ord. No. 2006-45, 7-25-06; Ord. No. 2006-46, 7-25-06; Ord. No. 2009-04, 1-8-09; Ord. No. 2012-047, 10-25-2012; Ord. No. 2015-023, 5-28-2015; Ord. No. 2019-034, 6-27-2019; Ord. No. 2021-007, Exh. A, 2-25-2021; Ord. No. 2021-041, Exh. A, 5-27-2021)

Section 5-12. - Dorchester Road Corridor II district:

(a) *Boundaries.* The Dorchester Road Corridor II district boundaries shall be the Ashley River, the Mark Clark, the Norfolk Southern Rail line, Ashley Phosphate Road, and the Dorchester County line.

(b) *Required buffers and screening.*

1. Commercial front buffers. The front buffer for commercial and office establishments shall be fifteen (15) feet along corridor rights-of-way, both public and private. This buffer is intended for aesthetic, rather than screening purposes. The buffer shall contain the following minimum ornamental plantings per one hundred (100) linear feet of frontage:
   - Three (3) canopy trees two and one-half (2½) inches caliper minimum.
   - Three (3) understory trees six (6)—eight (8) feet height minimum.
   - Twenty-five (25) shrubs, three (3) gallon minimum.
2. Commercial side and rear buffers. Side and rear buffers shall be provided per City of North Charleston standards, including section 6-12 of the Ordinance.
3. All buffer areas. All buffer areas must accommodate required plant material within the buffer. Drainage swales and stormwater detention ponds may be placed in the buffer only when trees are not endangered and only when they meander through the buffer in an unobtrusive manner. Stormwater detention ponds may not occupy more than twenty-five (25) per cent of the buffer area. Driveways may pass through a buffer to gain access to parking. Structures other than permitted freestanding signs may not be placed within the buffer.
4. Required screening:
   i. Loading zones: Structures shall be oriented so that loading areas are in no manner visible from residential districts, from existing public or private rights-of-way, or from planned future public rights-of-way. Loading areas may be oriented toward adjoining developed properties, which are commercially zoned, or toward adjoining properties eligible for future commercial development if and only if they are entirely screened from view by the use of solid fencing or appropriate landscaping.
   ii. Reserved.

(c) *Reserved.*

(d) *Signs:* In addition to the city's normal sign code, the following special regulations shall apply:

1.

Freestanding signs: Must be "monument, "pedestal" or "gateway style entrance sign pair" in design, not to exceed fifty (50) square feet per sign face and ten (10) feet in height of the sign structure. One (1) sign or "gateway style entrance sign pair" shall be permitted per major road frontage.

i. *Shopping center freestanding signs:* A shopping center may erect one (1) "monument" or "pedestal" freestanding sign per street frontage, up to a maximum of two (2) signs per center. One (1) square foot of freestanding signage will be permitted per linear foot of shopping center building frontage, up to a maximum of one hundred fifty (150) square foot per sign.

ii. *Illumination of freestanding signs:* Internal illumination will be permitted in areas of fifteen-foot buffers. No internal illumination will be permitted for residential subdivision entrance signs. In all areas, no flashing or moving signs will be permitted.

2. Wall signs and window signs (commercial): One (1) square foot of wall and window signage combined will be permitted per each linear foot of building frontage, up to and not exceeding fifteen (15) per cent of the area of the building façade on which the signs are to be displayed.
3. Signs shall be fabricated of solid materials such as brick, wood or concrete.
4. Prohibited signs: Off-premises signs, portable signs, and temporary signs shall be prohibited within the corridor.

(e) *Building material:* No building elevation constructed of unadorned concrete masonry units or corrugated and/or sheet metal shall front upon any existing public or private rights-of-way.

(f) *Utilities and lighting.*

1. Utility lines. All utility lines such as electric, telephone, CATV, or other similar lines serving individual sites as well as all utility lines necessary within the property shall be placed underground. All junction and access boxes shall be screened with sufficient vegetation so as to completely obscure it from view. All utility pad features and meters should be shown on the site plan.
2. Reserved.

(g) *Reserved.*

(h) *Variance and appeals.* Variances and appeals shall be handled through the board of zoning appeals as provided within Chapter 7 of the Zoning Ordinance of the City of North Charleston.

(i) *Amortization of nonconforming uses.*

1. Any use lawfully established as of May 10, 2001, which is thereafter continuously operated, and which would otherwise be in violation of this section shall be deemed a nonconforming use.
2. "Grandfathering" permitted in limited circumstances. Except as provided within subsection 3. below, uses lawfully established prior to the effective date of this ordinance shall be permitted to continue pursuant to section 4-5 of the Zoning Ordinance of the City of North Charleston. Expansion of non-conforming uses shall not be permitted unless expressly approved by the

zoning administrator based upon the finding that either A) the proposed expansion is consistent with the requirements of this ordinance or B) the expansion is the most harmonious possible given the requirements of this ordinance and the preexisting development at the site and further, that the expansion would not contribute to undermining the integrity of the Dorchester II Zone.

3. Amortization provided.

i. Uses not in conformity with sections 5-12(b)1. and 5-12(b)2. shall not be grandfathered as set forth above, but rather shall be amortized out of existence over a period not to exceed seven (7) years from the date of ratification of this ordinance. Provided, however, that where the non-conformity with 5-12(b)1. or (b)2. results from the pre-existing establishment of a permanent improvement within the prescribed buffer zone the property owner may obtain a waiver from the zoning administrator upon a showing that a satisfactory buffer of a depth equal to or greater than seventy-five (75) per cent of the distance between the property line and the improvement has been established.

ii. Uses not in conformity with section 5-12(d) shall not be "grandfathered" as set forth above, but rather shall be amortized out of existence over a period not to exceed (7) years, unless sooner terminated for any reason or voluntarily discontinued for a period of six (6) months or more. Such non-conforming uses shall not be increased, enlarged, extended or altered except that the use may be changed to a conforming use.

(j) *Severability.* If any subsection or clause of this ordinance shall be deemed to be unconstitutional or otherwise invalid, the validity of the remaining sections, subsections, and clauses shall not be affected thereby.

(Ord. No. 2001-39, 5-10-01; Ord. No. 2001-092, 12-27-01; Ord. No. 2006-45, 7-25-06; Ord. No. 2006-46, 7-25-06; Ord. No. 2007-80, 11-29-07; Ord. No. 2012-047, 10-25-2012; Ord. No. 2019-034, 6-27-2019; Ord. No. 2021-041, Exh. A, 5-27-2021)

Section 5-13. - Ladson Road overlay district:

(a) *Boundaries.* The Ladson Road Overlay District boundaries shall be the Dorchester County line, Ashley Phosphate Road from the county line east to I-26, I-26 from Ashley Phosphate Road to Ancrum Road to include those properties abutting Ancrum Road, Ancrum Road to Ladson Road to include those properties abutting Ladson Road, Ladson Road to the Dorchester County line.

(b) *Required buffers.*

1. Ladson Road.

A. *Commercial front buffers.* The front buffer for commercial and office establishments shall be fifteen (15) feet along corridor rights-of-way, both public and private. This buffer is intended for aesthetic, rather than screening purposes. The buffer shall contain the following minimum ornamental plantings per one hundred (100) linear feet of frontage:

- Three (3) canopy trees two and one-half (2½) inches caliper minimum

- Three (3) understory trees six (6)—eight (8) feet height minimum
- Twenty-five (25) shrubs, three (3) gallon minimum

B. *Commercial side and rear buffers.* Side and rear buffers shall be provided per City of North Charleston standards, including section 6-12 of the Ordinance.

C. *All buffer areas.* All buffer areas must accommodate required plant material within the buffer. Drainage swales and storm water detention ponds may be placed in the buffer only when trees are not endangered and only when they meander through the buffer in an unobtrusive manner. Storm water detention ponds may not occupy more than twenty-five (25) per cent of the buffer area. Driveways may pass through a buffer to gain access to parking. Structures other than permitted freestanding signs may not be placed within the buffer.

D. *Required screening:*

i. Loading zones: Structures shall be oriented so that loading areas are in no manner visible from residential districts, from existing public or private rights-of-way, or from planned future public rights-of-way. Loading areas may be oriented toward adjoining developed properties, which are commercially zoned, or toward adjoining properties eligible for future commercial development if and only if they are entirely screened from view by the use of solid fencing or appropriate landscaping.

ii. Reserved.

(c) *Reserved.*

(d) *Signs:* In addition to the city's normal sign code, the following special regulations shall apply:

(1) Freestanding signs: Must be "monument" or "pedestal" in design, not to exceed fifty (50) square feet per sign face and ten (10) feet in height of the sign structure. One (1) sign per major road frontage.

(i) Shopping center freestanding signs: A shopping center may erect one (1) "monument" or "pedestal" freestanding sign per street frontage, up to a maximum of two (2) signs per center. One (1) square foot of freestanding signage will be permitted per each linear foot of shopping center building frontage, up to a maximum of one hundred fifty (150) square feet per sign.

(ii) Illumination of freestanding signs: Internal illumination will be permitted in areas of fifteen-foot buffers. In areas of fifty-foot buffers, no internal illumination will be permitted for residential subdivision entrance signs. In all areas, no flashing or moving signs will be permitted.

(2) Wall signs and window signs (commercial): One (1) square foot of wall and window signage combined will be permitted per each linear foot of building frontage, up to and not exceeding fifteen (15) per cent of the area of the building façade on which the signs are to be displayed.

(3) Prohibited signs: Off-premises signs, portable signs, and temporary signs shall be prohibited within the corridor.

(e) *Building material:* No building elevation constructed of unadorned concrete masonry units or corrugated and/or sheet metal shall front upon any existing public or private rights-of-way.

(f) *Utilities and lighting:*

(1) Utility lines. All utility lines such as electric, telephone, CATV, or other similar lines serving new sites as developed after adoption of this section as well as all utility lines necessary within the property shall be placed underground. All junction and access boxes shall be screened with sufficient vegetation so as to completely obscure it from view. All utility pad features and meters should be shown on the site plan.

(2) Reserved.

(g) *Reserved.*

(h) *Variance and appeals.* Variances and appeals shall be handled through the board of zoning appeals as provided within Chapter 7 of the Zoning Ordinance of the City of North Charleston.

(i) *Severability.* If any subsection or clause of this ordinance shall be deemed to be unconstitutional or otherwise invalid, the validity of the remaining sections, subsections, and clauses shall not be affected thereby.

(Ord. No. 2002-56, 8-22-02; Ord. No. 2006-45, 7-25-06; Ord. No. 2006-46, 7-25-06; Ord. No. 2006-47, 7-25-06; Ord. No. 2007-81, 11-29-07; Ord. No. 2012-011, 4-26-2012; Ord. No. 2012-047, 10-25-2012; Ord. No. 2019-034, 6-27-2019; Ord. No. 2021-041, Exh. A, 5-27-2021)

Section 5-14. - University Boulevard overlay district:

(a) *Boundaries.* The University Boulevard overlay district shall include all parcels of land south of Goose Creek, east of I-26, west of Rivers Avenue/US 52 and generally north of I-26, US 52 and US 78 Connector.

(b) *Required buffers.*

1. US 78 (University Boulevard) Buffers

A. *Commercial front buffers.* The front buffer for commercial and office establishments shall be fifteen (15) feet along corridor rights-of-way, both public and private. This buffer is intended for aesthetic, rather than screening purposes. The buffer shall contain the following minimum ornamental plantings per one hundred (100) linear feet of frontage:

- Three (3) canopy trees two and one-half (2½) inches caliper minimum
- Three (3) understory trees six (6)—eight (8) feet height minimum
- Twenty-five (25) shrubs, three (3) gallon minimum

B.

Commercial and multifamily side and rear buffers. Side and rear buffers shall generally be provided per City of North Charleston standards, including section 6-12 of the ordinance. However, in instances in which a commercial, office, or multifamily development abuts a residential zoned or used parcel, (i) the required vegetative side or rear buffer depth shall be twenty-five (25) feet along that side of the commercially zoned or used parcel and (ii) an eight (8) foot privacy fence, with its finished side facing the abutting residential area, shall be installed parallel to the property line and either (a) set back at least three (3) feet from the property line, or (b) along the property line so long as there is a permanent, non-revocable easement of at least three (3) feet in width from the adjoining landowner so as to permit maintenance of the fence.

C. *Front residential buffers.* An opaque fifty (50) foot buffer shall be provided along the frontage of any new single-family residential development across the street from any use or zoning other than single family residential.

The fifty (50) foot front buffer shall contain the following minimum planting per one hundred (100) linear feet when existing vegetation is not sufficient:

- Eight (8) canopy trees two and one-half (2½) inches caliper minimum
- Twelve (12) understory trees six (6)—eight (8) feet minimum
- Fifty (50) shrubs, three (3) gallon minimum

D. *Side and rear buffers (residential).* For residential units newly constructed after the effective date of this ordinance, a twenty-five (25) foot vegetative buffer shall be constructed on residentially zoned or used parcels along the edge of any such parcel that abuts a parcel either zoned for or dedicated to a commercial, office or multifamily use.

E. *Required screening:*

i. Loading zones: Structures shall be oriented so that loading areas are in no manner visible from residential districts, from existing public or private rights-of-way, or from planned future public rights-of-way. Loading areas may be oriented toward adjoining developed properties, which are commercially zoned, or toward adjoining properties eligible for future commercial development if and only if they are entirely screened from view by the use of solid fencing or appropriate landscaping.

ii. Reserved.

F. *Reserved.*

G. *Signs:* In addition to the city's normal sign code, the following special regulations shall apply:

(1) Freestanding signs: Must be "monument" or "pedestal" in design, not to exceed fifty (50) square feet per sign face and ten (10) feet in height of the sign structure. One (1) sign per major road frontage.

(i)

Shopping center freestanding signs: A shopping center may erect one (1) "monument" or "pedestal" freestanding sign per street frontage, up to a maximum of two (2) signs per center. One (1) square foot of freestanding signage will be permitted per each linear foot of shopping center building frontage, up to a maximum of one hundred fifty (150) square feet per sign.

(ii) Illumination of freestanding signs: Internal illumination will be permitted in areas of fifteen-foot buffers. In areas of fifty-foot buffers, no internal illumination will be permitted for residential subdivision entrance signs. In all areas, no flashing or moving signs will be permitted.

(2) Wall signs and window signs (commercial): One (1) square foot of wall and window signage combined will be permitted per each linear foot of building frontage, up to and not exceeding fifteen (15) per cent of the area of the building façade on which the sign is to be displayed.

(3) Prohibited signs: Off-premises signs, portable signs, and temporary signs shall be prohibited within the corridor. Nothing in this section shall be construed to prevent the on-premises display of a single monument style for-sale sign not to exceed ten (10) square feet in residential areas and thirty-five (35) square feet in commercial areas.

H. *Building material:* No building elevation constructed of unadorned concrete masonry units or corrugated and/or sheet metal shall front upon any existing public or private rights-of-way.

I. *Utilities and lighting.*

(1) Utility lines. All utility lines such as electric, telephone, CATV, or other similar lines serving new individual sites developed after the adoption of this ordinance as well as all utility lines necessary within the property shall be placed underground. All junction and access boxes shall be screened with sufficient vegetation so as to completely obscure it from view. All utility pad features and meters should be shown on the site plan.

(2) *Reserved.*

J. *Noise:* Businesses utilizing outdoor speaker systems must ensure that noise produced by these systems is not audible beyond the boundaries of the property on which they are located.

K. *Reserved.*

L. *Variance and appeals.* Variances and appeals shall be handled through the board of zoning appeals as provided within Chapter 7 of the Zoning Ordinance of the City of North Charleston.

M. *Severability.* If any subsection or clause of this ordinance shall be deemed to be unconstitutional or otherwise invalid, the validity of the remaining sections, subsections and clauses shall not be affected thereby.

(Ord. No. 2002-067, 9-26-02; Ord. No. 2006-38, 6-22-06; Ord. No. 2006-45, 7-25-06; Ord. No. 2006-46, 7-25-06; Ord. No. 2006-47, 7-25-06; Ord. No. 2010-084, 12-21-2010; Ord. No. 2012-047, 10-25-2012; Ord. No. 2019-034, 6-27-2019; Ord. No. 2021-041, Exh. A, 5-27-2021)

Section 5-15. - AG, Agricultural district:

It is the intent of this section that the AG district be established to reserve appropriate land for agricultural activities, protect agricultural land and land uses from development pressures, protect natural and historical resources, preserve wetlands, watercourses and other significant natural resource areas, and to preserve the scenic quality of the landscape.

(a) *Permitted uses:* The following uses shall be permitted in the AG zoning district:

1. Agricultural uses:
    a. Agriculture, crop production;
    b. Agriculture, horse care, stabling and boarding;
    c. Forestry.
2. Residential uses:
    a. Single-family residential;

(b) *Accessory uses:*

1. Accessory uses shall be limited to uses that are applicable to R-1, single-family residential district. However, private kennel or other quarters for the keeping of poultry or animals for commercial purposes are permitted provided that such use does not generate a nuisance to adjoining properties and commercial flower, ornamental shrub or vegetable garden, greenhouse or slat house not more than eight (8) feet in height shall be permitted.

(Ord. No. 2006-10, 3-23-06; Ord. No. 2020-050, Exh. A, 10-22-2020)

Editor's note— Ord. No. 2006-10, adopted March 23, 2006, provided for the inclusion of a new § 5-13 within this Zoning Code. Inasmuch as § 5-13 exists in the Zoning Code, the provisions of Ord. No. 2006-10 have been redesignated as § 5-15 at the discretion of the editor.

Section 5-16. - Old Village business overlay district:

(a) *Purpose:* The Old Village was and is a traditional "Main Street Small Town America." As such, it is a place of commerce for retail, eating and social meeting.

(b) *District boundaries:*

(1) Durant Avenue on the North;

(2) Virginia Avenue on the East;

(3) Cougar Way on the South;

(4) Jenkins Avenue to Lockhart Street to Chateau Avenue on the West;

(5) Plus the boundaries of the Garco Park planned development district property; and

(6) The parcel occupied as of January 1, 2009 by the restaurant known as "Sesame" near the corner of Spruill Avenue and Montague Avenue, and the adjacent city-owned property on the corner of Spruill and Montague. For purposes of this parcel, the maximum sidewalk café area on the city-owned parcel shall be equal to the average width of the public sidewalk on East Montague Avenue within the boundaries specified in items (1) through (4) above. It is intended that sidewalk dining may occur on the parcel itself in lieu of on the sidewalk, subject to the further regulations set forth herein, but in no event may the sidewalk café area on the city-owned parcel constitute the entire parcel.

(c) *Type of district; permitted uses:* As an overlay district, permitted uses shall be those of the underlying zoning district classification, as modified herein.

(d) *Supplemental uses:*

(1) Sidewalk cafés:

a. *Definitions.*

1. *Alcoholic beverages* mean and include alcohol, spirits, wine or beer.
2. *Food* means any raw, cooked or processed edible substance or ingredient, used or intended for use in whole or in part for human consumption, and shall include non-alcoholic beverages allowed to be sold in accordance with this section, but shall not include alcoholic beverages.
3. *Sidewalk café* means a portion of an immobile retail food establishment located on a public right-of-way directly adjacent to the retail food establishment.
4. *Sidewalk café area* means the space within the boundaries of the sidewalk café elements.
5. *Sidewalk café elements* mean all tables, chairs, plants, planters, and any other items of the sidewalk café, which are approved in the sidewalk café permit.

b. *Permit required for sidewalk café.* A permit, which shall be known as a sidewalk café permit, shall be required to operate a sidewalk café. A sidewalk café permit shall be valid for one (1) year from the date of its issuance. The fee for a sidewalk café permit shall be one hundred dollars ($100.00).

c. *Permit application and approval procedure.* Application for a sidewalk café permit shall be submitted to the zoning administrator, who shall make available forms for this purpose. The applicant shall provide such information on the application as the zoning administrator may require:

1. Proof that the applicant holds a valid retail food establishment business license and certificate of occupancy issued to the establishment that will provide food for the sidewalk café adjacent thereto.

2. Proof of insurance in the amount of at least one hundred thousand dollars ($100,000.00) for the area included in the sidewalk café.
3. A measured drawing of the sidewalk café. This drawing must accurately depict all existing street furniture and other obstructions (trees, poles, news boxes, signs, hydrants, parking meters, etc.).
4. A layout plan for the sidewalk café demonstrating that the sidewalk café shall not unreasonably interfere with:
   (a) Adequate pedestrian flow;
   (b) Access to building entrances;
   (c) Pedestrian and traffic safety; and
   (d) The aesthetic quality of the surrounding area.
5. A non-refundable application fee of one hundred dollars ($100.00).
6. A notarized statement indicating that the applicant: (a) has had no Municipal Code violations relating to the applicant's retail food establishment within the last twelve (12) months preceding the date of the application; or (b) has had Municipal Code violation(s) relating to the applicant's retail food establishment within the last twelve (12) months preceding the date of the application with a list of the specific violation(s) by date and Code section. Any Municipal Code violation that has been adjudicated against the applicant relating to the applicant's retail food establishment within the last twelve (12) months preceding the date of the application shall be grounds for denial of the application.
7. Upon the filing of a completed application for a sidewalk café permit, the retail food establishment to which such application applies shall be posted along each public thoroughfare abutting the retail food establishment with a sign at least ten (10) days prior to any consideration of the application by the zoning administrator. The sign shall specify the request sought by the application and the phone number and address of the zoning administrator to be contacted concerning the application.

d. *Review of application.* The zoning administrator shall review a submitted application for compliance with this section and regulations promulgated pursuant thereto.
   1. If the zoning administrator finds that the applicant meets the requirements of this section and the regulations promulgated hereunder, the zoning administrator shall provide the application to the fire inspector. The fire inspector will review the application for fire code compliance, and will forward a recommendation to the zoning administrator.
   2.

Upon the receipt of a favorable recommendation from the fire inspector, the zoning administrator shall approve the sidewalk café permit to the applicant; provided the sidewalk café permit shall not be issued until after the zoning administrator or his designee and fire inspector have conducted a site inspection of the approved sidewalk café and all sidewalk café elements placed therein to ensure that the sidewalk café and all sidewalk café elements are in compliance with the approved permit and that the permittee is in compliance with all other requirements of the permit.

3. If the zoning administrator finds that the applicant fails to meet the requirements of this section or does not receive a favorable recommendation from the fire marshal he shall notify the unsuccessful applicant in writing of the denial and the reasons therefore within ten (10) business days after the denial.
4. All appeals of administrative interpretations or decisions of the zoning administrator shall be made to the board of zoning appeals.

e. *Compliance with plan and other components of application.* Each sidewalk café shall comply in all respects with the specifications set out in the plan submitted to and approved by the zoning administrator, and with the other components of the application.

f. *Permit—Assignment or transfer prohibited.* No permittee shall assign or transfer a sidewalk café permit without the express written consent of the zoning administrator.

g. *Permit for one (1) retail food establishment only.* A sidewalk café shall be for the exclusive use of the licensed retail food establishment stated on the permit. Sharing or other joint use of a sidewalk café location by more than one (1) retail food establishment shall be prohibited unless the zoning administrator finds that shared use of the area is in the best interests of the public and will improve the functionality of the overlay district.

h. *Permit for food and beverage service, including alcoholic beverages, only.* A sidewalk café permit shall only authorize food and beverage service, including alcoholic beverages, at the sidewalk café. Regardless of what other activity may be permitted to take place inside the establishment that holds the sidewalk café permit, such other activity except food and beverage service, including alcoholic beverages, shall be prohibited.

i. *Operational conditions.*

1. Sidewalk cafés permitted under this section shall not operate earlier than 7:00 a.m. and no later than 11:00 p.m. unless the hours of the establishment are more restricted by operation of law or otherwise, in which case, the establishment's more restrictive hours shall control.
2. Sidewalk cafés shall only be permitted on sidewalks with a minimum of ten (10) feet measured from the property line to the face of curb on streets with on-street parking. On sidewalks with an adjacent traffic lane, the sidewalk width is required to be a minimum of fifteen (15) feet. The area designated for the sidewalk café shall be considered an extension of the franchise; therefore, the location of the sidewalk café

must be directly in front of the franchise. However, the permittee may, upon consent of the property owner, also utilize the location directly in front of no more than one (1) additional parcel with which the permittee shares a property boundary provided that such parcel is not utilized as a sidewalk café and complies with all requirements for sidewalk café areas, including but not limited to inspection and permitting.

3. Sidewalk café operators are required to maintain a clear pedestrian path of five (5) feet minimum at all times. In areas of higher pedestrian traffic or activity or in conditions that suggest the need for additional clearance, a clear pedestrian path greater than five (5) feet may be required. On sidewalks with an adjacent traffic lane, the clear pedestrian path is required to be a minimum of ten (10) feet at all times. Such area shall be free of any obstructions such as trees, parking meters, utility poles and the like in order to allow adequate pedestrian movement. The sidewalk café may not impinge on any required clear distances for maneuvering around building entrances or exits. All services provided to patrons of a sidewalk café and all patron activity (i.e., sitting, dining, waiting, etc.) shall occur within the designated sidewalk café area, and shall not impinge on the required clear distance for pedestrian passage at any time. (RI)
4. Sidewalk cafés permitted under this section shall not play amplified music, whether live or recorded. No speakers, microphones, televisions or other audio or video devices shall be permitted at a sidewalk café.
5. Additional parking shall not be required due to the addition of a sidewalk dining area. (COC)
6. The permittee must provide supervision of the sidewalk café area to ensure the conduct of patrons and operations of the area are in compliance with this ordinance at all times.
7. Where exigent circumstances exist, and an authorized officer or city official gives notice to a permittee to temporarily move from a location, such permittee shall comply with the notice. Exigent circumstances shall include, but not be limited to unusually heavy pedestrian or vehicular traffic, existence of any obstructions in the public space at or near such a location, an accident, fire, an emergency situation, private or public construction projects at or near such locations, or a parade, demonstration, or other such event or occurrence at or near such location. Such findings by the zoning administrator may be made upon unanticipated or after-discovered factors or conditions, which became obvious only after operation of a sidewalk café. If such a limitation or suspension shall continue for a period in excess of thirty (30) days, or should a permit be so cancelled, the permittee shall be entitled to refund of a pro rata share of the annual fee.
8. The permittee shall post the original sidewalk café permit, and any conditions that have been imposed upon such permit, on the premises of the sidewalk café.

9. The number of people permitted at any time within the sidewalk café area shall be limited to the number of seats authorized in the sidewalk café permit. The purpose of this ordinance is to provide a setting for sidewalk dining. Nothing in this ordinance shall be construed so as to allow festivals or parties on any public property within the overlay district the sidewalk café area.
10. The holder of the sidewalk café permit shall keep the sidewalk within the sidewalk café area and the adjacent public areas clean and free of spilled food, beverages and/or other debris at all times. The sidewalk café permit holder shall provide proper controls for insects, vermin and other animals that may be attracted by the operation of the sidewalk café.

j. *Alcoholic beverage service—Requirements.*

1. If alcoholic beverages are served at the sidewalk café, the operator must be validly licensed under all applicable laws for such sales.
2. Alcoholic beverages supplied by the customer or by any other person other than the permittee shall not be allowed at a sidewalk café.
3. No alcoholic beverages may be stored or mixed in the sidewalk café area.
4. No person shall remove alcoholic beverages from the sidewalk café and the retail food establishment for which that sidewalk café permit has been issued. In no event may any person transport alcoholic beverages from one (1) sidewalk café area to another, or onto or across any streets within the overlay district.
5. Alcoholic beverages may not be served in a sidewalk café area unless served in conjunction with the service of food to the same individual to whom the alcoholic beverage has been served.
6. The number of alcoholic beverages permitted to be served at any time within the sidewalk café area shall be limited to the number of seats authorized in the sidewalk café permit.
7. Notwithstanding the operating hours for the sidewalk café specific hereinabove, alcoholic beverages may not be served before the hour of 3:00 p.m.
8. Alcoholic beverage service in the sidewalk café area must be suspended during any time that a street dance, street festival or other permitted public gathering is taking place within the boundaries of the overlay district.

Violation of this section by a customer, permittee, guest or trespasser shall constitute a violation of section 3-2, Drinking in Public Places, City of North Charleston Code of Ordinances.

(e) *Buffers, density, and setbacks:* Excepting the Garco Park planned development district (which shall be subject to the PDD's specified buffers and setbacks), there shall be no buffer, minimum lot area per dwelling unit, or setback requirements for new or existing construction, including dumpsters

and accessory buildings. Buildings constructed within ten feet of the parcel line shall require a firewall meeting the standards of the current edition of the city's building code, except where abutting right-of-way.

(f) *Height restrictions:* All buildings shall have a minimum height equivalent to a two-story building and a maximum of three stories. (Rooftop mechanical equipment and screening are subject to the maximum height limit.) Rooftop decks are not considered a story for the purpose of height and, for buildings on lots with frontage on East Montague Avenue, any shade structures on the deck must be located in the back half of the property. Within the Garco Park planned development district, the PDD and/or ARB shall control for height.

(g) *Building material:* No building elevation constructed of unadorned concrete masonry units or corrugated and/or sheet metal shall be made visible from any public or private right of way, nor from any neighboring parcel. Construction shall utilize siding of brick, wood, or stucco, and blend in with the existing character of the Old Village. Siding materials shall not be "mixed" (i.e. one face or portion of a face covered in one siding with other portions of the building finished in another type of siding) unless the structure featured mixed siding prior to the effective date of this ordinance. When siding is replaced it shall be replaced with siding of the same type and of similar dimensions to the extent reasonably possible. Within the Garco Park planned development district, the PDD and/or ARB shall control for acceptable materials.

(h) *Building orientation.* Structures shall be oriented toward the street and feature a well-defined entrance. Buildings with frontage on East Montague shall have a storefront and windows at the street level. Within the Garco Park planned development district, the PDD and/or ARB shall control.

(i) *Signage.* No monument or poles signs are permitted. Within the Garco Park planned development district, the PDD and/or ARB shall control.

(Ord. No. 2009-36, 8-27-09; Ord. No. 2023-003, Exh. A, 1-26-2023)

Section 5-17. - West Ashley Overlay District:

(a) *Boundaries.* The West Ashley Overlay District shall include all parcels in the City of North Charleston that are located on lands west of the Ashley River.

(b) *Vision and intent.* It is the goal of the West Ashley Overlay District in the City of North Charleston to preserve and engage the significant natural and historic features of the district in a way that meshes harmoniously with the surrounding landscapes along the road and the Ashley River and to ensure that the impacts of economic development do not negatively affect the feel of a seamless corridor along the entirety of Ashley River Road, despite its multiple jurisdictional controls, by providing meaningful traffic and stormwater impact mitigation, extensive corridor buffering, a high degree of multi-modal connectivity, and signage and curb-cut controls along the corridors.

(c) *Required highway buffers and screening.*

1.

Highway visual buffer (HVB). An uninterrupted 200-foot depth vegetative buffer shall be required along all frontage property lines for rights-of-way of SC-61 (Ashley River Road) and SC-165 (Delemar Highway), except where curb cuts are expressly provided under this section.

a. Where suitably opaque and continuous, undisturbed natural vegetation may satisfy this requirement provided the natural vegetative, opaque buffer exceeds fifteen (15) feet in height and has a minimum depth of fifty (50) feet; if the existing vegetation does not provide opacity to a height of fifteen (15) feet within the front fifty (50) feet of the buffer area, then additional plantings shall be required.

   i. The vegetative highway buffers shall be opaque and, when it is determined by the zoning administrator that the natural vegetation does not meet the intended opacity requirements of this ordinance, then the buffer shall include, at a minimum, the following per one hundred (100) linear feet of frontage in order to achieve opacity at the time of plantings:

   - Twenty-four (24) canopy trees (two and one-half (2½) inch diameter breast height minimum); and
   - Twenty (20) understory trees (six-foot height minimum), of which fifty (50) per cent shall be evergreen; and
   - Forty (40) shrubs, (three (3) gallons minimum); shrubs, when required, shall be planted within the first fifteen (15) feet of the buffer area closest to the highway right-of-way or within ten (10) feet of the Ashley River Road Trail System.

   Existing vegetation over four (4) inches in diameter breast height and found on the city's approved plant list shall count as one for one reduction to the planting requirements listed above.

b. The opaque nature of the highway buffer shall be maintained in perpetuity; if it is determined by the zoning administrator that for any reason the highway buffer is no longer opaque, then it shall be the property owner's duty to provide plantings that are sufficient to re-establish the opacity of the highway buffer area.

2. *High intensity commercial node (HICN) buffer.* The HICN consists of a quarter (¼) mile radius from the intersection of the centerlines of Ashley River Road and Delemar Highway, also known as Cooks Crossroads. Rather than the normal 200-foot highway buffer required in Section (c)1. above, the vegetative highways buffer for areas within the HICN, shall at a minimum, have a 50-foot depth and include the following per hundred (100) feet of frontage in addition to retaining all-natural vegetation six (6) inches DBH and greater, excluding invasive-species vegetation:

   - Six (6) canopy trees (two and one-half (2½) inches diameter breast height minimum); and
   - Forty (40) shrubs (three (3) gallon minimum)

Under-brushing of vegetation up to six (6) inches DBH shall be permitted on parcels on the high intensity commercial node.

3. For all buffers required by this ordinance, buffer tree plantings shall be on the city's approved plant list.
4. Permitted uses within the highway visual buffer (HVB) and high intensity commercial node (HICN) buffer:
    a. Perpendicular access drives—No wider than sixty (60) feet, unless a greater width is required by a regulatory agency, and as the access drive is perpendicular to the highway
    b. Hiker/biker (shared use) trails—Twelve (12) feet in width should meander through the buffer; the trails may not be located within the first fifteen (15) feet of the buffer, closest to the highway except within thirty (30) feet on either side of a perpendicular access drive. (Within the West Ashley Overlay District, the hiker/biker trail shall only be required for developments along the west side of Highway 61 and the east side of Highway 165 and shall replace the requirement to build sidewalks along the frontage of the property, as stipulated in Section 18-52. Properties located within the HICN shall be required to provide sidewalks if the trail will not cross their property. In the HICN, the trail may satisfy some of the requirements of section 18-52.) Properties located on the east side of Highway 61 and the west side of Highway 165 must construct an eight-foot sidewalk adjacent to their access drive through the HVB when connecting to a crosswalk that safely crosses the highway and connects to the Ashley River Road Trail System (see (c)3.b.) Properties on the north or east side of the highway shall request and construct a crosswalk to the trail system; if the highway crossing is not approved, a payment in lieu for both the eight-foot sidewalk and the crosswalk will be put into a fund to provide an eventual crossing on a connected property, with any future payments going towards trail maintenance.
    c. Lawful silvaculture, horticulture, pastures, and row crops such that a 50-foot undisturbed and opaque vegetative buffer is maintained between the use and the highway right-of-way; if the existing natural vegetation does not achieve the required opacity, then plantings following section (c)1.a. shall be required.
    d. Underground utilities, provided they are buried and bored so that the buffer is undisturbed.
    e. Freestanding signs and approved trail furniture (informational kiosks, benches, workout stations, bicycle racks, trash cans, and recycling bins). No other structures are permitted within the buffer areas.
5. *Commercial front buffers.* For all other commercial properties within the Ashley River Road Corridor, a front buffer of fifteen (15) feet along all other rights-of-way, both public and private, shall be provided. This buffer is intended for aesthetic, rather than screening, purposes. The buffer shall contain the following minimum ornamental plantings per one hundred (100) linear feet of frontage:

- Three (3) canopy trees two and one-half (2½) inches caliper minimum.
- Three (3) understory trees six (6)—eight (8) feet height minimum.
- Twenty-five (25) shrubs, three (3) gallon minimum.

6. *Commercial side and rear buffers.* Side and rear buffers shall be provided per City of North Charleston standards, including section 6-12 of the Zoning Ordinance.
7. Mitigation for buffer disturbances:
   a. Unpermitted removal of buffer materials shall result in inch for inch replacement with a species of like kind or with a species from the approved plant list and payment into the city's tree bank at the prevailing rate.
   b. Developments in conformance with the curb cut requirements of this ordinance shall not be required to mitigate for tree removals, other than grand trees, within perpendicular access drives except when it is determined during site plan review that a reasonable accommodation can be made for the retention of the tree.
   c. Removal of trees of greater than ten (10) inches diameter breast height for the siting of the hiker/biker trail shall result in inch for inch replacement with a species of like kind or a species from the approved plant list.

(d) *Wetland buffers.*

Applicability. Properties within the overlay district shall be subject to section 6-17 of the Zoning Ordinance.

(e) *Curb cuts and traffic standards.*

1. *Curb cuts.* Limiting curb cuts throughout the West Ashley Overlay District shall reduce the visual impact of development within the district and provide a rural and environmentally sensitive, low impact design for the corridors in the district:
   a. Along the highway corridors, access shall be limited to twenty-four (24) feet of curb cut per three hundred (300) feet of frontage, with a maximum curb cut of sixty (60) feet
   b. Parcels created with less than three hundred (300) feet of frontage shall be required to create shared access easements with adjacent parcels, and existing parcels with less than three hundred (300) feet of frontage shall be required to request a shared access with the adjacent properties. If the owner of the adjacent parcel does not agree to share access, the applicant shall provide one (1) of the following to the planning and zoning department:
      i. A letter from the adjacent properties owner(s) denying access; or
      ii. If the adjacent properties owner(s) refuse(s) to provide a letter, an affidavit that documents attempts that the applicant made to request shared access and that the neighboring properties owner(s) refused to provide a letter, together with exhibits evidencing the same.

c. All curb cuts shall be a minimum of three hundred (300) feet from an intersecting roadway, except when there is an existing developed parcel whose curb cut does not meet the standard, where parcels are located in the HICN, or where a different distance is required by a regulatory agency.

i. The curb cut is only permitted after a recorded agreement or recorded easement plat, filed with the planning and zoning department, that states the property owner will allow adjacent properties to share access when developed, redeveloped, or when rezoned, and

ii. Where possible, access should be located along the common property boundary.

2. *Traffic standards.*

a. *Backage roads.* Backage roads shall be provided to create access to parcels along the highway corridors in the district. A backage road is defined as a reverse frontage road that runs behind development along a highway instead of in between the highway and the development providing the access from the highway to the development. Backage roads shall be built to city standards and shall run parallel to the highway corridors in the West Ashley Overlay District. Backage roads shall be sited along the rear of commercial developments that front along the highway corridors; and no more than one thousand two hundred (1,200) feet from the highway R/W. They shall also be encouraged to replace any curb cuts along the highways.

b. *Road connectivity.* All new developments shall be required to provide interior connectivity to adjacent properties; backage roads may be utilized to form connectivity between properties. All residential developments shall provide more points of access than dead ends, and future developments shall be required to utilize access points that were created by previous adjacent developments.

c. *Traffic analysis.* A traffic impact analysis shall be required in all instances in which the proposed development area exceeds five (5) acres or if the proposed development includes one (1) or more of the following:

i. Twenty-five (25) or more dwelling units;

ii. One (1) or more drive through service windows;

iii. Four (4) or more fuel dispensing units;

iv. More than ten thousand (10,000) square feet of floor area;

v. Requires a modification of the curb cut requirements;

vi. A restaurant with more than (4,000) square feet of gross floor area;

vii. Any business which will produce primarily truck (three (3) axles or more) traffic; or

viii. Where the number of peak hour vehicle trips is projected to exceed 100 per the latest edition of the Institute of Transportation Engineers Trip Generation Manual.

Such traffic impact analysis shall be required by the city and paid for by the applicant; the TIA shall include estimations of the incremental effect the development will have on corridor congestion, mobility, and accessibility. A compensatory mitigation shall be provided to the city to maintain in an interest earning bank account until the city has collected the necessary funds to fulfill the mitigation needs and/or the Level of Service (LoS) reaches a failing condition and the city wishes to act despite not having accrued all of the necessary funds in the account. Traffic impact studies shall be provided to the city for review simultaneous with submission of the preliminary site plan and/or plat for consideration.

d. *Multi-modal access.* Bike and pedestrian access shall connect the main entrance to the development with the adjacent parcels via an eight-foot wide, grade-separated pathway, or the Ashley River Road Trail System, where applicable.

(f) *Ashley River Road Trail System.* All new developments with frontage along the west side of Highway 61 or the east side of Highway 165 and on the east side of any future state or federal highway within the West Ashley Overlay District (whether added through annexation or construction) shall provide a continuous hiker/biker (shared use) path that connects along the Highway Visual Buffer at the edges of the development. This section supersedes section 18-52 of the Subdivision Ordinance.

1. The trail shall be twelve (12) feet wide, and meander through the 200-foot Highway Visual Buffer; the trail shall not be closer than fifteen (15) feet to the highway, except where within thirty (30) feet on either side of a perpendicular access drive or within the HICN,
   - A master development plan which provides the specified trail and the specified connection points at the edges of the development may choose to bring the trail through the development as opposed to maintaining it within the Highway Visual Buffer,
2. The trail shall be constructed of a pervious ADA compliant surface,
3. Signage shall conform to the trail wayfinding and signage in subsection (g) below.
4. All commercial developments along the trail shall orient a public access toward the trail and provide connection from the trail to the main entrance of the development via a sidewalk of no less than eight (8) feet in width.
5. The maintenance of the trail including maintaining the surface, upkeep of all signage related to the trail, and landscaping shall be provided by the POA/HOA for the development.

(g) *Signs*: In addition to the city's normal sign code, the following special regulations shall apply:

1. *Freestanding signs:* Must be "monument," "pedestal" or "gateway style entrance sign pair" in design, not to exceed forty (40) square feet per sign face and eight (8) feet in height of the sign structure. One (1) sign or "gateway style entrance sign pair" shall be permitted per major road frontage.

   a.

Shopping center freestanding signs: A shopping center may erect one (1) shared "monument" or "pedestal" freestanding sign per center and shall be a maximum of ten (10) feet tall with a maximum total sign face of sixty (60) square feet per side.

b. *Illumination of freestanding signs:*

i. Internal illumination and uplighting will not be permitted in the district,

ii. All illumination shall be designed to minimize glare into neighboring properties and rights-of-way,

iii. Signs shall be of matte finish with non-reflective letters and/or backgrounds, except for wayfinding signage,

iv. Light source shall not exceed twenty (20) foot-candles at any point on the sign face and shall be reduced by fifty (50) per cent outside of hours of operation,

v. No flashing or moving or electronic display signs will be permitted.

2. *Wall signs and window signs (commercial):* One (1) square foot of wall and window signage combined will be permitted per each linear foot of building frontage, up to and not exceeding fifteen (15) per cent of the area of the building façade on which the signs are to be displayed. Internal illumination will not be permitted.

3. Signs shall be fabricated of materials limited to brick, wood, concrete, stone or other non-reflective materials.

4. *District signage:* Signs for gateways, wayfinding, and trail signage shall be uniform throughout the district and design specifications shall be coordinated with the city.

5. *Prohibited signs:* Off-premises signs, portable signs, and temporary signs shall be prohibited within the corridor.

(h) *Design standards:*

1. *Prohibited materials.*

a. No building elevations shall be constructed with finishes of:

i. Unadorned concrete masonry units,

ii. Corrugated and/or sheet metal,

iii. Highly reflective or mirror-like materials, or

iv. Vinyl siding; except where development is located within a designated industrial park and no development within the industrial park is visible from any right-of-way outside that park.

b. Chain link fences shall not be permitted in view of public or private rights-of-way.

2. *Building height.*

a. Single-family detached residential max—Thirty-five (35) feet,

b. All other uses—Forty-five (45) feet, and

c. Within the HICN shall be afforded a ten-foot height bonus.

3. Buildings and developments within the HICN are encouraged to follow the design parameters expressed in *Standing at the Crossroads—Designing a Gateway for the Future*, a design manual adopted by Dorchester County in 2019 (Ordinance # 19-09) for the properties surrounding Cooks Crossroads. Conformance to these guidelines shall ensure that the gateway to the West Ashley Overlay District is complementary and sympathetic to the historic character and natural beauty of the district while providing a cohesive front porch from which to spread that charm.

4. *Required screening:*

   a. *Loading zones:* Structures shall be oriented so that loading areas are in no manner visible from residential districts, from existing public or private rights-of-way, or from planned future public rights-of-way. Loading areas may be oriented toward adjoining developed properties, which are commercially zoned, or toward adjoining properties eligible for future commercial development if and only if they are entirely screened from view by the use of solid fencing or appropriate landscaping.

5. *Utilities and lighting.*

   a. *Utility lines*. All utility lines such as electric, telephone, cable TV, or other similar lines serving individual sites as well as all utility lines necessary within the property shall be placed underground using the boring method to minimize the removal of vegetation. All junction and access boxes shall be screened with sufficient vegetation so as to completely obscure it from view. All utility pad features and meters should be shown on the site plan.

   b. *Lighting*.

      i. Artificial lighting for any use other than the illumination of signs (found in subsection (g)1.b.) within any buffer area shall be limited to a maximum lighting impact of one (1) candle foot and include full cutoff protective shields, except for the safe lighting of the trail system which will require two-foot-candle illumination with full cut-off protective shields

      ii. Street lighting within residential areas shall not exceed twelve (12) feet in height, eighteen (18) feet in commercial areas, and twenty-four (24) feet when located in a designated industrial park. All lighting shall include full cutoff protective shields.

6. *Lot requirements.*

   1. *Residential requirements.*

      a. Minimum lot size:

         i. *Single family detached dwellings:* twelve thousand (12,000) square feet of high ground (federally designated wetlands shall not be counted to meet this minimum lot requirement) per dwelling.

         ii.

Multi-family dwellings: six thousand (6,000) square feet of high ground (federally designated wetlands shall not be counted to meet this minimum lot requirement) per dwelling.

b. Minimum setbacks: Front—Twenty-five (25) feet, Side—Ten (10) feet, and Rear—Twenty (20) feet.

c. Minimum lot width (at the building line): Sixty (60) feet.

d. Minimum street frontage: Thirty (30) feet.

e. Maximum impervious surface coverage (includes all land that is covered by water-resistant materials, such as asphalt, concrete, brick, stone, rooftops (green roofs would be excluded), etc.: Thirty (30) per cent.

f. Clustering of lots is encouraged, however federally designated wetlands cannot count towards net density calculations.

2. *Clustered lot developments.* The goal of clustered lot developments is to minimize the impacts of residential developments on the environmentally and historically significant lands and waters in the West Ashley Overlay District by allowing smaller lots in exchange for the dedicated conservation of offsetting tracts of land, including a dedicated wetland buffer.

a. *Minimum lot size:*

Cluster Lot Area Table			
R-1		R-2	
% of Developable Land* Placed in Conservation Easement	Minimum Lot Size** (square feet)	% of Developable Land* Placed in Conservation Easement	Minimum Lot Size** (square feet)
0	12,000	0	6,000
10	10,000	10	4,800
20	8,000	20	3,600
30	6,000	30	2,400
40+	4,000	40+	1,200
* Can be scaled to any amount between 0 and 40%; these are benchmarks.			

** Minimum lot size calculations must exclude all federally designated wetlands.

b. The minimum land area to dedicate for conservation in order to create a cluster development is five (5) acres. A conservation easement shall be placed over highland areas preserved by clustering and recorded subsequently with the lots.
c. Minimum setbacks: Front—Twenty (20) feet, Side—Five (5) feet, and Rear—Ten (10) feet;
d. Minimum lot width (at the building line): Fifty (50) feet;
e. Minimum street frontage: Thirty (30) feet;
f. Maximum impervious surface coverage: Sixty (60) percent; and
g. The lot requirements of this section supersede those found in section 18-40 of the Subdivision Regulations.

7. *Open space requirements.* All residential development shall provide a minimum fifteen (15) per cent active open space calculated from total net acreage (total acreage minus wetland area) in addition to the requirements of section 6-15 of the Zoning Ordinance. Areas used for stormwater ponds, landscaped buffers, and wetland buffers do not count toward the minimum requirement of active open space. Open space shall be perpetually preserved by means of open space easements and/or open space dedication statements on recorded plats. Active open space shall include neighborhood parks, playgrounds and other active recreational uses, including the required trail on the west and south side of Ashley River Road. The fifteen (15) per cent active open space requirement may be waived if the development is adjacent to a public park; however, a fifteen (15) per cent open space (whether active or passive) must still be provided within the development.
8. *Pre-application review requirements.* Prior to the submission of development or subdivision plans for review by the city, the city will require the developer to submit a concept plan and an archaeological survey.
    a. The concept plan shall include, where applicable:
        i. The name of the proposed development, if known;
        ii. A general description of the proposed development including the types of proposed uses, the approximate areas and locations of proposed classes of uses;
        iii. If known, the plan should indicate possible restrictions on use or development of the property, the location of infrastructure, any possible restrictive covenants, yard, or density restriction, and any other local, state or federal laws or regulations that may restrict, govern, impact, or be impacted by the proposed plan; and
        iv.

A map showing the location and boundaries of the proposal which includes preliminary wetland delineations, locations of proposed uses, and locations of any historically significant findings from the archaeological study.

b. The archaeological study—Any work that will result in ground-disturbing activities in the West Ashley Overlay District requires the examination of the project's archaeological context through a reconnaissance-level survey, and may result in requirements for additional archaeological investigations depending on the results of the survey.

i. All historically significant findings shall be mapped and provided with a report;

ii. All locations where historically significant artifacts or features are found and not intended to be relocated, they shall be delineated and provided with a 25-foot undisturbed buffer. Where relocation of the artifacts or features is unavoidable, they may be relocated in consultation with and the consent of the State Historic Preservation Office. In cases where the historic feature is a cemetery, a foot path leading through the buffer to the site shall be permissible; and

iii. All survey findings shall be submitted to the State Historic Preservation Office (SHPO) for review and recordation.

(i) *Variance and appeals.*

1. Variances and appeals shall be handled through the board of zoning appeals as provided within article VII of the Zoning Ordinance of the City of North Charleston. Proposals for planned development (PD) districts within the West Ashley Overlay District which provide less stringent regulation than the articles within the West Ashley Overlay District ordinance shall be highly disfavored.

2. Where the requirements of this overlay district conflict with the requirements, conditions, or permits of other regulatory agencies, the zoning administrator may (but shall not be required to) administratively permit a reasonable modification without the necessity of a variance being obtained.

(j) *Severability*. If any subsection or clause of this section shall be deemed to be unconstitutional or otherwise invalid, the validity of the remaining sections, subsections, and clauses shall not be affected thereby.

(Ord. No. 2020-059, Exh. A, 11-19-2020; Ord. No. 2021-008, § (1), 2-5-2021)

Section 5-18. - Rivers Avenue South overlay district:

A. *Purpose:* The Rivers Avenue South overlay district is intended provide a framework for cohesive development design, safe multi-modal access, and walkable environment. The Rivers Avenue South overlay district shall supersede other zoning regulations where in conflict.

B. *District boundaries:*

1. The overlay district shall consist of all parcels of land having frontage along Rivers Avenue as

shown on the attached map.

2. Any subsequent plat which combines a parcel within the overlay with a parcel currently outside the overlay and has frontage along Rivers Avenue shall increase the boundary of the overlay by including the area that was outside the overlay prior to the plat.
3. Any subsequent plat which subdivides a parcel in the overlay and creates a parcel that no longer has frontage along the corridor's main roads shall not have the effect of removing the new parcel from the district boundaries.

C. *Uses:* As an overlay district, permitted uses shall be those of the underlying zoning district classification, as modified herein.

1. *Prohibited uses:* The following prohibited uses may not be located within the Rivers Avenue South overlay district, except at sites fronting Rivers Avenue lawfully occupied by these uses at the time of the passing of this ordinance:
   a. Open storage and yard sales, except seasonal sales involving Christmas trees and retail sales;
   b. Storage facilities as a primary use, including but not limited, to freight terminals, depots and drop yards; and,
   c. Used car and boat sales lots.
2. *Conditional uses:*
   a. Structured parking as a primary use provided that:
      i. Ground floor uses: Parking structures must have at least seventy-five (75) percent of the ground floor frontage along any street or designated pedestrian way consisting of active business uses other than parking, such as offices, retailing, services and entertainment.
      ii. There are no blank facades in excess of fifteen (15) feet in length.
         1. Windows and doors shall serve as break points for a façade.
         2. Unbroken facades in excess of fifteen (15) feet shall be adorned with vegetative growth (vertical gardens or green walls must remain green throughout the year).
         3. Structured parking facilities are required to have flat levels which would allow for the structure to be repurposed if the parking use were no longer desired.
   b. Surface parking may be used as a primary use on properties that are contiguous or within three hundred (300) feet of a transit stop.
   c. Gas stations and related convenience stores including a one-bay car wash, provided that:
      i. Conditions required in the underlying zoning are met;
      ii. The building is located between the pumps and the corridor's main road(s);
      iii. Neither overnight nor truck parking is allowed; and
      iv. Vehicle repair is not allowed.

d. Used auto parts sales, including used tire sales provided that:

i. Outdoor storage of tires or parts shall not be visible from the right of way between 7:00 p.m. and 7:00 a.m.

D. *Signage:* In addition to the city's existing sign code, the following special regulations shall apply:

i. Freestanding signs: Must be "monument" or "pedestal" in design, not to exceed fifty (50) square feet per sign face and ten (10) feet in height from the ground to the bottom of the sign face. One (1) sign per major road frontage.

(a) Shopping center freestanding signs: A shopping center may erect one (1) "monument" or "pedestal" freestanding sign per street frontage, provided the street has a right-of-way width of greater than eighty (80) feet, subject to a limit of two (2) signs per center. One (1) square foot of freestanding signage will be permitted per each linear foot of shopping center building frontage, up to a maximum of one hundred fifty (150) square feet per sign.

(b) Illumination of freestanding signs: Internally illuminated, flashing, and/or moving signs shall not be permitted within the overlay district. External illumination shall be full cut-off and fully shielded fixtures.

ii. Wall signs and window signs (commercial): One (1) square foot of wall and window signage combined will be permitted per each linear foot of building frontage, along the entirety of the building's orientation, up to and not exceeding fifteen (15) per cent of the area of the building façade on which the sign is to be displayed. Window signage shall not exceed twenty-five (25) per cent of the window area.

iii. Materials of signs: Exterior signs shall be fabricated of solid materials such as brick, wood, or concrete or metal.

iv. Prohibited signs: Off-premises signs, portable signs, and temporary signs shall be prohibited within the corridor. Nothing in this section shall be construed to prevent the on-premises display of a for-sale sign not to exceed eight (8) square feet in residential areas and thirty-two (32) square feet in commercial areas.

E. *Site and design requirements:*

1. *Applicability:* New construction or expansion of existing buildings by twenty (20) per cent or more shall be required to meet the minimum overlay requirements.

2. *Required buffers:*

i. Front buffers: As the overlay intends to create a pedestrian-oriented environment, a ten-foot activity zone will be required in lieu of a front landscaped buffer. See section 5-18.F.1.ii.b for activity zone standards.

ii. Side and rear buffers:

(a)

Developments in the overlay district that abut single-family residential uses shall maintain a Type B buffer along the boundary with the single-family residential use, however an opaque eight-foot wall or fence may be substituted for the Type B buffer.

(b) Fences and walls which face adjacent commercial properties or can be seen from the right-of-way: Façades in excess of fifteen (15) feet in length shall be adorned with either vegetative growth (vertical gardens or green walls must remain green throughout the year), decorative elements, or artistic murals, so long as the mural is not a sign or advertisement.

3. *Required screening:*

i. Loading zones: Loading areas shall not be oriented to the front elevation and/or adjacent right-of-way. Additionally, no loading docks or zones shall be oriented towards single-family residentially developed properties, or planned future public or private rights-of-way. Loading areas oriented toward adjoining developed properties, or toward adjoining properties eligible for future development shall be entirely screened from view by the use of solid fencing or appropriate landscaping.

ii. Parking: Off-street parking areas shall not be located between the structure and Rivers Avenue.

iii. Mechanical equipment: Mechanical equipment, whether ground level, raised, or rooftop shall be shielded and screened from public view.

iv. New drive-thrus shall be out of the viewshed from the public right-of-way; and vehicle queuing and circulation shall not impact the pedestrian realm.

4. *Building materials:*

i. Prohibited materials:

a. Unadorned masonry units—Unadorned masonry units are not permitted to be visible from existing and planned future public or private rights-of-way.

b. Corrugated and/or sheet metals—Corrugated and/or sheet metals are not allowed for any façade oriented towards a street frontage and in no manner shall such materials be visible from existing and planned future public or private rights-of-way; this shall not prohibit the use of architectural metal cladding to be included into the overall building composition.

c. Chain link fencing—Chain link fencing is only allowed on property occupied by single-family residential development.

d. Paint and/or similar finish shall not be considered adornment.

e. Mesh or tarp—Mesh or tarp is prohibited as a material to use for screening.

F.

Supplemental development standards: In an effort to promote safe and walkable connectivity and density along the Rivers Avenue South corridor, the following supplemental development standards shall apply to all proposed uses or alterations of existing uses and lands within the established Rivers Avenue South overlay district as defined by section 5-18.B.

1. Building massing and orientation:
    i. *Primary entry.* The primary entry must be from Rivers Avenue with display windows on all street facades for retail buildings. Second floor and above, with a separate entrance from the first floor, shall have primary entrance from Rivers Avenue, when feasible. Buildings, businesses, and residences facing side streets should have entrances from the side. Secondary entrances from the rear of a store are permitted; however, this area may not be designed to the same scale as the primary entry.
    ii. *Front setbacks.* New development or improvements to existing development that meet the thresholds stated in section 5-18.E.1, and with direct frontage on Rivers Avenue, shall be built ten (10) feet from the Rivers Avenue right-of-way to provide an activity zone, which is a space between the building and the right-of-way used for gathering and/or pedestrian circulation.
        a. Buildings may increase the standard ten-foot build-to-line up to one-fifth (⅕) of the proposed building height, up to forty (40) feet (for example: a proposal for a one hundred (100) foot tall building could have a setback ranging from ten (10) to twenty (20) feet) provided the front area between the right-of-way and building is used as an activity zone for pedestrian activity.
        b. An activity zone shall be considered an open space for pedestrian activities which, shall include landscaping, public art, tables, seating, bike racks, or other pedestrian and active amenities.
            i. Allowable activities in the activity zone are limited to the following:
                aa. Open air streetside dining,
                bb. Outdoor merchandise display that is consistent with the business it is located in front of
                cc. Pushcarts.
            ii. A hardscape and softscape plan of activities within the activity zone shall be submitted with the development plan and based on the proposed uses along the street frontage and/or the cohesive expansion of the activity zone based on the previous redevelopment of adjacent properties in the overlay district.
            iii. Activities within the activity zone shall be permitted to use up to eight (8) feet; leaving a two-foot open area between the right-of-way and the activity.
2.

All new development or improvements to existing development that meet the thresholds stated in section 5-18.E.1 shall result in, at minimum, a two-story structure; only above grade stories and functional stories count towards this minimum; ornamental stories and below grade stories are allowed, but they cannot be used to meet this requirement.

3. In developments with multiple uses, the more active uses, based on parking requirements, should be oriented toward the pedestrian realm, and clearly defined and visible walkways or courtyards shall link the building entrances to and through the activity zone and into the pedestrian realm of the right-of-way.
4. Developments with nine (9) or more residential units shall be required to include street level retail/commercial uses occupying at least fifty (50) per cent of the gross first floor area.
5. No blank wall shall be permitted to face the public street, sidewalks, or other public spaces, such as plazas; canopies; decks; railings and other architectural features are to be used; signs are excluded from this feature.
6. Lot requirements: The minimum lot area per dwelling unit shall be one thousand two hundred (1,200) square feet and may be waived if twenty (20) per cent of the dwelling units for the proposed development are dedicated for affordable housing at or below eighty (80) per cent of the area median income (AMI) for a period of twenty (20) years.
7. Parking standards:
    a. General: No permit for the construction, reconstruction, extension, repair, or alteration of any building, structure, or use of land and no building or land or any part of any building or land, may be occupied or used until compliant parking has been provided in accordance with the requirements of the City of North Charleston's Code of Ordinances.
    b. Where multiple primary uses are proposed for a development, as determined by the zoning administrator, the automobile parking requirements may be reduced by as much as ten (10) per cent.
    c. Parking agreements and shared parking: Off-street parking requirements may be met on-site or the requirements may be met using a shared parking agreement or through a leasing contract with a structured parking facility.
        1. *Shared parking:*
            i. A shared parking agreement must be approved by the zoning administrator upon finding that execution of the agreement will achieve efficiency of land use, coordination between the users will not result in conflict or shortage of parking for either party, and safe pedestrian circulation has been addressed through proper access walkways.
            ii. The parcel that has the shared parking spaces must be located within five hundred (500) feet of the parcel on the same side of the street where the user, contracting for

the parking is located.

iii. An agreement providing for the shared use of parking areas, executed by the parties involved, must be filed with the zoning administrator, in a form approved by the city attorney. Shared parking privileges will continue in effect only as long as the agreement, binding on all parties, remains in force. Agreements must guarantee long-term availability of the parking, commensurate with the use served by the parking. Evidence of an agreement is required that includes acknowledgement of termination of use should parking rights lapse.

iv. The minimum term for a shared parking agreement shall be ten (10) years. The parking agreement shall require that both parties to the parking agreement shall notify the city at least thirty (30) days prior to termination.

2. *Parking agreements:* Off-street parking requirements may also be satisfied with a parking lease with a structured parking facility provided that:

i. The parking facility must be on a parcel with a boundary within five hundred (500) feet of the parcel where the user with a parking need is located.

ii. Leased spaces in the parking facility must be clearly marked so that the general public would know not to park in the spaces if they were vacant.

iii. Leased spaces may not be shared by any other user at any time or contracted to any other entity for times when the lessee will not use the spaces.

iv. Parking space lease agreements must be for a minimum term often ten (10) years.

d. Curb cuts: Curb cuts provide necessary access from the street right-of-way, across the pedestrian realm, into the interior of lot where vehicles can be parked. In congested areas where curb cuts have not been regulated, the street environment is often dangerous and unwelcoming to pedestrians and other non-motorized forms of transportation. The purpose of this section is to maintain the critical vehicular access to properties along the Rivers Avenue South overlay district while also limiting those vehicular turning and crossing movements within the activity zone and the pedestrian realm so as to create a safer and more accessible street environment for all users regardless of ability, age, mode of transportation, or otherwise.

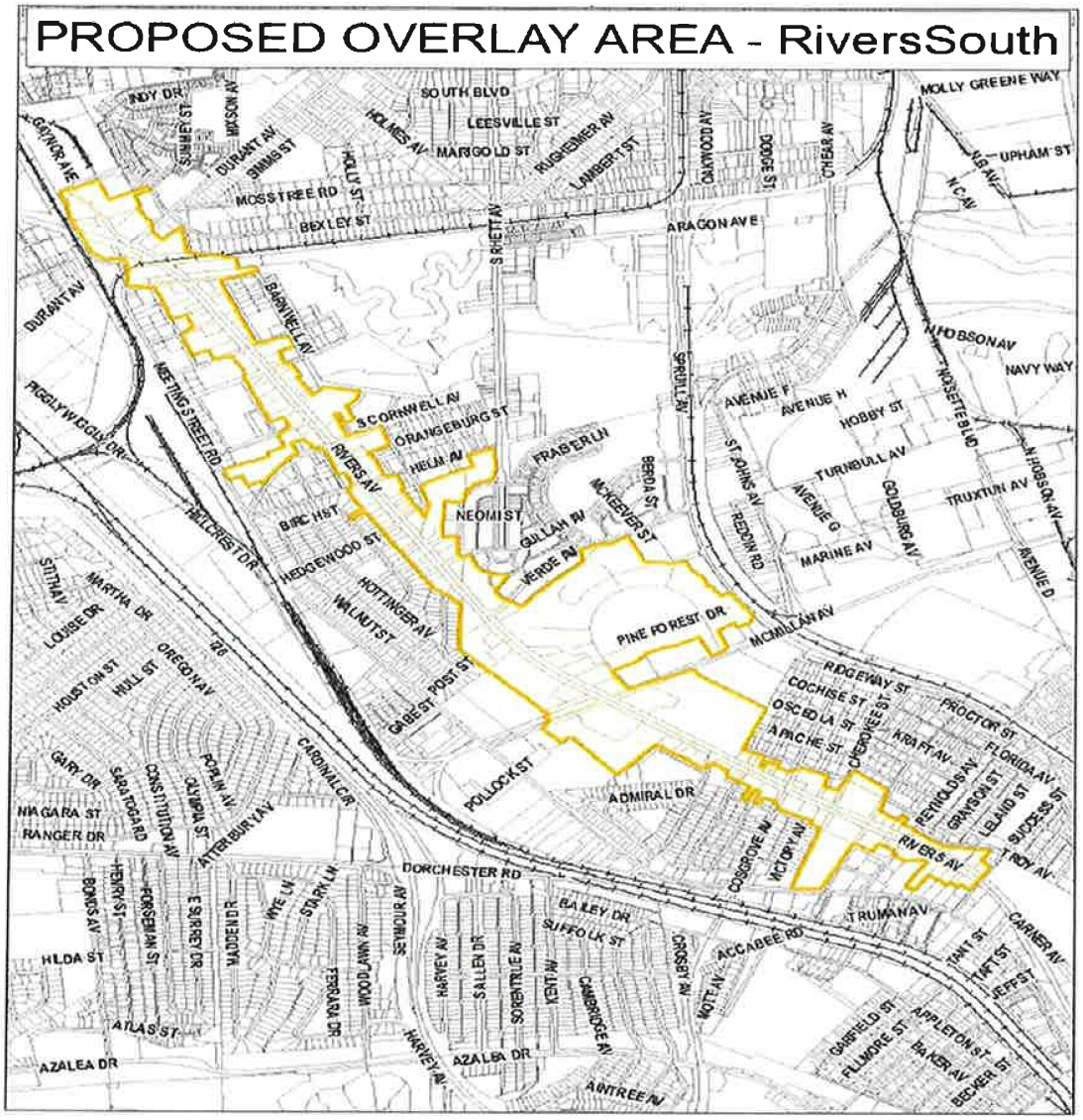
1. Creation of rear alleys for vehicular access should be encouraged where possible.
2. Parcels having less than one hundred (100) feet of street frontage must share a curb cut access with an adjacent parcel. Interconnectivity of the parking areas through cross access easements between the parcels is encouraged.
3. Parcels with greater than five hundred (500) feet of street frontage on Rivers Avenue may have two (2) curb cuts into the property, separated by a minimum of 100 feet between the curb cuts.

4. Curb cuts shall have a maximum width of thirty (30) feet and have clearly defined markings where they intersect the pedestrian realm.
5. Curb cuts of less than five (5) feet in width shall be permitted as passive solutions for stormwater runoff collection.
6. Curb cuts must be set at least seventy-five (75) feet from the edge of pavement of any street intersections. These minimum spacing requirements shall be increased if a right-turn deceleration lane is required and shall equal the length of the turn lane and taper plus an additional distance of fifty (50) feet.

8. Utilities: All utilities, including, but not limited to electric utilities, telecommunications, fiber, or cable providers, shall be placed underground. All junction and access boxes shall be screened with sufficient evergreen vegetation so as to obscure them from view. All small wireless facilities shall utilize concealment elements, and disguised as a hardscaped or softscaped amenity, such as benches; flower boxes, or decorative poles when located in the activity zone or in the Rivers Avenue right-of-way. All utility pad features and meters shall be shown on the site plan and are subject to building setbacks.
9. Sidewalks: The Rivers Avenue South overlay district shall require sidewalks along both sides of all rights-of-way.
   a. Sidewalks shall be a minimum of twelve (12) feet in width along Rivers Avenue.
   b. Clear markings on the sidewalk shall indicate all curb cuts; these markings shall provide both visual and physical cues to the pedestrians.
   c. Walkways a minimum of five (5) feet wide shall connect building entrances to the sidewalks in the public right-of-way.
   d. The private use of public sidewalks is prohibited.
   e. These requirements shall supersede section 18-52 of the subdivision regulations.

G. *Variance and appeals:* Variances and appeals shall be handled through the board of zoning appeals as provided within chapter 7 of the zoning ordinance of the City of North Charleston. Where the requirements of this overlay district conflict with the requirements, conditions, or permits of other regulatory agencies, the zoning administrator may (but shall not be required to) administratively permit a reasonable modification without the necessity of a variance being obtained.

H. *Severability:* If any subsection or clause of this ordinance shall be deemed to be unconstitutional or otherwise invalid, the validity of the remaining sections, subsections, and clauses shall not be affected thereby.



(Ord. No. 2021-035, Exh. A, 4-22-2021; Ord. No. 2022-061, Exh. A, 11-22-2022)

Section 5-19. - Upper 52-78 overlay district:

A. *Purpose:* The Upper 52-78 overlay district is intended provide a framework for cohesive development design, safe multi-modal access, and walkable environment.

B. *District boundaries:*

1. The overlay district shall consist of all parcels of land having frontage along Rivers Avenue or University Boulevard as shown on the attached map.
2. Any subsequent plat which combines a parcel within the overlay with a parcel currently outside the overlay and has frontage along Rivers Avenue or University Boulevard shall increase the boundary of the overlay by including the area that was outside the overlay prior to the plat.
3. Any subsequent plat which subdivides a parcel in the overlay and creates a parcel that no longer has frontage along the corridor's main roads shall not have the effect of removing the new parcel from the district boundaries.

4. The Upper 52-78 overlay district overlaps both the University Boulevard overlay district and the Ladson Road overlay district; both districts shall be valid, however the Upper 52-78 district shall supersede other zoning regulations, including other overlay districts where in conflict.

C. *Uses:* As an overlay district, permitted uses shall be those of the underlying zoning district classification, as modified herein.

1. *Prohibited uses:* The following prohibited uses may not be located within the Upper 52-78 overlay district, except at sites located within the overlay district that were lawfully occupied by these uses at the time of the passing of this ordinance:
   a. Open storage and yard sales;, except seasonal sales involving Christmas trees and retail sales;
   b. Storage facilities as a primary use; including but not limited, to freight terminals, depots and drop yards; and,
   c. Used car and boat sales lots.
2. *Conditional uses:*
   a. Structured parking as a primary use provided that:
      i. Ground floor uses: Parking structures must have at least seventy-five (75) per cent of the ground floor frontage along any street or designated pedestrian way consisting of active business uses other than parking, such as offices, retailing, services and entertainment.
      ii. There are no blank facades in excess of fifteen (15) feet in length.
         1. Windows and doors shall serve as break points for a façade.
         2. Unbroken facades in excess of fifteen (15) feet shall be adorned with vegetative growth (vertical gardens or green walls must remain green throughout the year).
         3. Structured parking facilities are required to have flat levels which would allow for the structure to be repurposed if the parking use were no longer desired.
   b. Surface parking may be used as a primary use on properties that are contiguous or within three hundred (300) feet of a transit stop.
   c. Gas stations and related convenience stores including a one-bay car wash, provided that:
      i. The property is not within the University Boulevard overlay district;
      ii. Conditions required in the underlying zoning are met;
      iii. The building is located between the pumps and the corridor's main road(s);
      iv. Neither overnight nor truck parking is allowed; and
      v. Vehicle repair is not allowed.
   d. Used auto parts sales, including used tire sales provided that;
      i. Outdoor storage of tires or parts shall not be visible from the right-of-way between 7:00 p.m. and 7:00 a.m.

D. *Signage:* In addition to the city's existing sign code, the following special regulations shall apply:

i. Freestanding signs: Must be "monument" or "pedestal" in design, not to exceed fifty (50) square feet per sign face and ten (10) feet in height from the ground to the bottom of the sign face. One (1) sign per major road frontage.

(a) Shopping center freestanding signs: A shopping center may erect one (1) "monument" or "pedestal" freestanding sign per street frontage, provided the street has a right-of-way width of greater than eighty (80) feet, subject to a limit of two (2) signs per center. One (1) square foot of freestanding signage will be permitted per each linear foot of shopping center building frontage, up to a maximum of one hundred fifty (150) square feet per sign.

(b) Illumination of freestanding signs: Internally illuminated, flashing, and/or moving signs shall not be permitted within the overlay district. External illumination shall be full cut-off and fully shielded fixtures.

ii. Wall signs and window signs (commercial): One (1) square foot of wall and window signage combined will be permitted per each linear foot of building frontage, along the entirety of the building's orientation, up to and not exceeding fifteen (15) per cent of the area of the building façade on which the sign is to be displayed. Window signage shall not exceed twenty-five (25) per cent of the window area.

iii. Materials of signs: Exterior signs shall be fabricated of solid materials such as brick, wood, or concrete or metal.

iv. Prohibited signs: Off-premises signs, portable signs, and temporary signs shall be prohibited within the corridor. Nothing in this section shall be construed to prevent the on-premises display of a for-sale sign not to exceed eight (8) square feet in residential areas and thirty-two (32) square feet in commercial areas.

E. *Site and design requirements:*

1. *Applicability:* New construction or expansion of buildings by twenty (20) per cent or more shall be required to meet the minimum overlay requirements.

2. *Required buffers:*

i. Front buffers: As the overlay intends to create a pedestrian-oriented environment, a front buffer will not be required. Improvements not meeting the threshold specified in E.1 shall provide a Type A buffer in accordance with Section 6-12 or the applicable overlay district.

ii. Side and rear buffers:

(a) Developments in the overlay district that abut single-family residential uses shall maintain a Type B buffer along the boundary with the single-family residential use, however an opaque eight-foot wall or fence may be substituted for the Type B buffer.

(b)

Fences and walls which face adjacent commercial properties or can be seen from the right-of-way. Facades in excess of fifteen (15) feet in length shall be adorned with either vegetative growth (vertical gardens or green walls must remain green throughout the year), decorative elements, or artistic murals, so long as the mural is not a sign or advertisement.

3. *Required screening:*
    i. Loading zones: Loading areas shall be oriented so that they are not oriented towards single-family residentially developed properties, or existing and planned future public or private rights-of-way. Loading areas oriented toward adjoining developed properties, or toward adjoining properties eligible for future development shall be entirely screened from view by the use of opaque fencing or appropriate landscaping.
    ii. Parking: Off-street parking areas shall not be located between the structure and Rivers Avenue or University Boulevard.
    iii. Mechanical equipment: Mechanical equipment, whether ground level, raised, or rooftop shall be shielded and screened from public view.
    iv. New Drive-thrus shall be out of the viewshed from the public right-of-way; and vehicle queuing and circulation shall not impact the pedestrian realm.
4. *Building materials:*
    i. Prohibited materials:
        a. Unadorned masonry units—Unadorned masonry units are not permitted to be visible from existing and planned future public or private rights of way.
        b. Corrugated and/or sheet metals—Corrugated and/or sheet metals, are not allowed for any facade oriented towards a street frontage and in no manner shall such materials be visible from existing and planned future public or private rights-of-way; this shall not prohibit the use of architectural metal cladding to be included into the overall building composition.
        c. Chain link fencing—Chain link fencing is only allowed on property occupied by single-family residential development.
        d. Mesh or tarp—Mesh or tarp is prohibited as a material to use for screening.
        e. Paint and/or similar finish shall not be considered adornment.

F. *Supplemental development standards:* In an effort to promote safe and walkable connectivity and facilitate mobility along the Upper 52-78 corridor, the following supplemental development standards shall apply to all proposed uses or alterations of existing uses and lands within the established Upper 52-78 overlay district as defined by section 5-19.B.

1. Building massing and orientation:
    i.

Primary entry. The primary entry must be from Rivers Avenue or University Boulevard or a plaza that fronts on the corridor with display windows on all street facades for retail buildings. Second floor and above, with a separate access point from the main first floor entrance, shall have primary entrance from Rivers Avenue or University Boulevard, when feasible. Buildings, businesses, and residences facing side streets should have entrances onto the facing side street. Secondary entrances from the rear of a store are permitted; however, this area may not be designed to the same scale as the primary entry.

ii. *Front setbacks.* New development or improvements to existing development that meet the thresholds stated in section 5-19.D.1 shall be built five (5) feet from the Rivers Avenue or University Boulevard right-of-way to provide an additional space between the building and the right-of-way to provide for future sidewalk width expansion as the built environment transitions. Where there is an existing twelve-foot sidewalk, the front setback may be waived.

a. Buildings may increase the standard five-foot build-to-line up to one-fifth (⅕) of the proposed building height, up to forty (40) feet (for example: a proposal for a 100-foot tall building could have a setback ranging from five (5) to twenty (20) feet) provided the front area between the right-of-way and building is used as an activity zone for pedestrian activity.

i. An activity zone shall be considered an open space for pedestrian activities which shall include landscaping, public art, tables, seating, bike racks, or other pedestrian and active amenities.

ii. Allowable activities in the activity zone are limited to the following:

aa. Open air streetside dining,

bb. Outdoor merchandise display that is consistent with the business it is located in front of, and

cc. Pushcarts.

iii. A hardscape and softscape plan of activities within the activity zone shall be submitted with the development plan and based on the proposed uses along the street frontage and/or the cohesive expansion of the activity zone based on the previous redevelopment of adjacent properties in the overlay district.

iv. Activities within the activity zone shall not encroach two (2) feet from the right-of-way.

2. Backage road: A backage road along the corridor will greatly reduce the number of curb cuts on Rivers Avenue and University Boulevard, which will have the effects of enhancing bicycle and pedestrian safety by reducing the number of points of conflict with motorized vehicles, limiting turn movements in and out of the travel lanes on the corridor, improving traffic flow on the corridor, and improving the visual landscape along the corridor.

i. All new development or improvements to existing development that meet the thresholds stated in section 5-19.D.1 shall provide:

a. A thirty-foot easement in the location identified on the map entitled "Upper 52-78 Corridor Overlay District Infrastructure, Access Management, and Connectivity Map" if the map shows a proposed backage road that intersects the proposed development parcel.

b. Payment into a backage road development fund (at a per linear foot rate determined by the city's public works department) or build a portion of the backage road to enable the development of a twenty-two-foot wide road and eight-foot sidewalk to provide rear access to the properties along the Rivers Avenue North corridor.

ii. The initial easement location for any section of the connectivity plan may be determined during site plan review by the first to redevelop along the corridor in coordination with the city's public works and planning and zoning departments, and future adjacent developments will be required to align the easement across their property with the existing easement on the adjacent property.

iii. Developments that are fronted on the newly created backage roads or other rights of way located within the Upper 52-78 overlay district shall observe the setback regulations of section 5-19(E)(1)(ii).

3. In developments with multiple uses, the more active uses, based on parking requirements, should be oriented toward the pedestrian realm, and clearly defined and visible walkways or courtyards shall link the building entrances to and through the activity zone and into the pedestrian realm of the right-of-way.

4. Developments with nine (9) or more residential units and direct frontage on University Boulevard or Rivers Avenue shall be required to include street level retail/commercial uses occupying at least fifty (50) per cent of the gross first floor area.

5. No blank wall shall be permitted to face the public street, sidewalks, or other public spaces, such as plazas. Canopies, decks, railings, windows, green walls defined by vegetative growth, approved public art murals, and/or other architectural features are to be used. No signs of any form shall satisfy this requirement.

6. Lot requirements: The minimum lot area per dwelling unit shall be one thousand two hundred (1,200) square feet and may be waived if twenty (20) per cent of the dwelling units for the proposed development are dedicated for affordable housing at or below eighty (80) per cent of the area median income (AMI) for a period of twenty (20) years.

7. Parking standards:

a. General: No permit for the construction, reconstruction, extension, repair, or alteration of any building, structure, or use of land and no building or land or any part of any building or land, may be occupied or used until compliant parking has been provided in accordance

with the requirements of the City of North Charleston's Code of Ordinances.

b. Where multiple primary uses are proposed for a development, as determined by the zoning administrator, the automobile parking requirements may be reduced by as much as ten (10) per cent.

c. Parking agreements and shared parking: Off-street parking requirements may be met on-site or the requirements may be met using a shared parking agreement or through a leasing contract with a structured parking facility.

1. *Shared parking:*

i. A shared parking agreement must be approved by the zoning administrator upon finding that execution of the agreement will achieve efficiency of land use, coordination between the users will not result in conflict or shortage of parking for either party, and safe pedestrian circulation has been addressed through proper access walkways.

ii. The parcel that has the shared parking spaces must be located within five hundred (500) feet of the parcel on the same side of the street where the user contracting for the parking is located.

iii. An agreement providing for the shared use of parking areas, executed by the parties involved, must be filed with the zoning administrator, in a form approved by the city attorney. Shared parking privileges will continue in effect only as long as the agreement, binding on all parties, remains in force. Agreements must guarantee long-term availability of the parking, commensurate with the use served by the parking. Evidence of an agreement is required that includes acknowledgement of termination of use should parking rights lapse.

iv. The minimum term for a shared parking agreement shall be ten (10) years. The parking agreement shall require that both parties to the parking agreement shall notify the city at least thirty (30) days prior to termination.

2. *Parking agreements:* Off-street parking requirements may also be satisfied with a parking lease with a structured parking facility provided that:

i. The parking facility must be on a parcel on the same side of the street and with a boundary within five hundred (500) feet of the parcel where the user with a parking need is located.

ii. Leased spaces in the parking facility must be clearly marked so that the general public would know not to park in the spaces if they were vacant.

iii. Leased spaces may not be shared by any other user at any time or contracted to any other entity for times when the lessee will not use the spaces.

iv. Parking space lease agreements must be for a minimum term of ten (10) years.

8. Curb cuts: Curb cuts provide necessary access from the street right-of-way, across the pedestrian realm, into the interior of the lot where vehicles can be parked. In congested areas where curb cuts have not been regulated, the street environment is often dangerous and unwelcoming to pedestrians and other non-motorized forms of transportation. The purpose of this section is to maintain the critical vehicular access to properties along the Upper 52-78 overlay district while also limiting those vehicular turning and crossing movements within the activity zone and the pedestrian realm so as to create a safer and more accessible street environment for all users regardless of ability, age, mode of transportation, or otherwise.
    a. Creation of rear alleys for vehicular access through the backage road development fund will lead to the long-term reduction of most curb cuts in the district.
    b. Parcels having less than one hundred (100) feet of street frontage must share a curb cut access with an adjacent parcel. Interconnectivity of the parking areas through cross access easements between the parcels is encouraged. In all instances; connectivity shall supersede buffer requirements and any other circumstances that may conflict with connectivity.
    c. Only parcels that have frontage on more than one (1) right-of-way may have two (2) curb cuts into the property.
    d. Curb cuts shall have a maximum width of thirty-six (36) feet, however a curb cut of greater than twenty (20) feet will have to be justified by a traffic impact analysis report, and all curb cuts shall have clearly defined markings where they intersect the pedestrian realm.
    e. Curb cuts of less than five (5) feet in width shall be permitted as passive solutions for stormwater runoff collection.
    f. Curb cuts must be set at least seventy-five (75) feet from the edge of pavement of any street intersections. These minimum spacing requirements shall be increased if a right-turn deceleration lane is required and shall equal the length of the turn lane and taper plus an additional distance of fifty (50) feet.
    g. Applicability: New construction and expansion of buildings by twenty (20) per cent or more shall be required to meet the minimum overlay requirements.
9. Utilities: All utilities, including, but not limited to electric utilities, telecommunications, fiber, or cable providers, shall be placed underground. All junction and access boxes shall be screened with sufficient evergreen vegetation so as to obscure them from view. All small wireless facilities shall utilize concealment elements, and disguised as a hardscaped or softscaped amenity, such as benches; flower boxes, or decorative poles when located in the activity zone or in the Rivers Avenue or University Boulevard right-of-way. All utility pad features and meters shall be shown on the site plan and are subject to building setbacks.
10. Sidewalks: The Upper 52-78 overlay district shall require sidewalks along both sides of all rights of way; individual developments shall only be responsible for installing (or upgrading to the standards of this section) sidewalks adjacent to their parcel(s).

a. Sidewalks shall be a minimum of twelve (12) feet in width along Rivers Avenue and University Boulevard.

b. Sidewalks along the intersecting streets to the corridor or newly developed rights of way within the Upper 52-78 overlay district shall be a minimum of eight (8) feet wide.

c. Clear markings on the sidewalk shall indicate all curb cuts; these markings shall provide both visual and physical cues to the pedestrians.

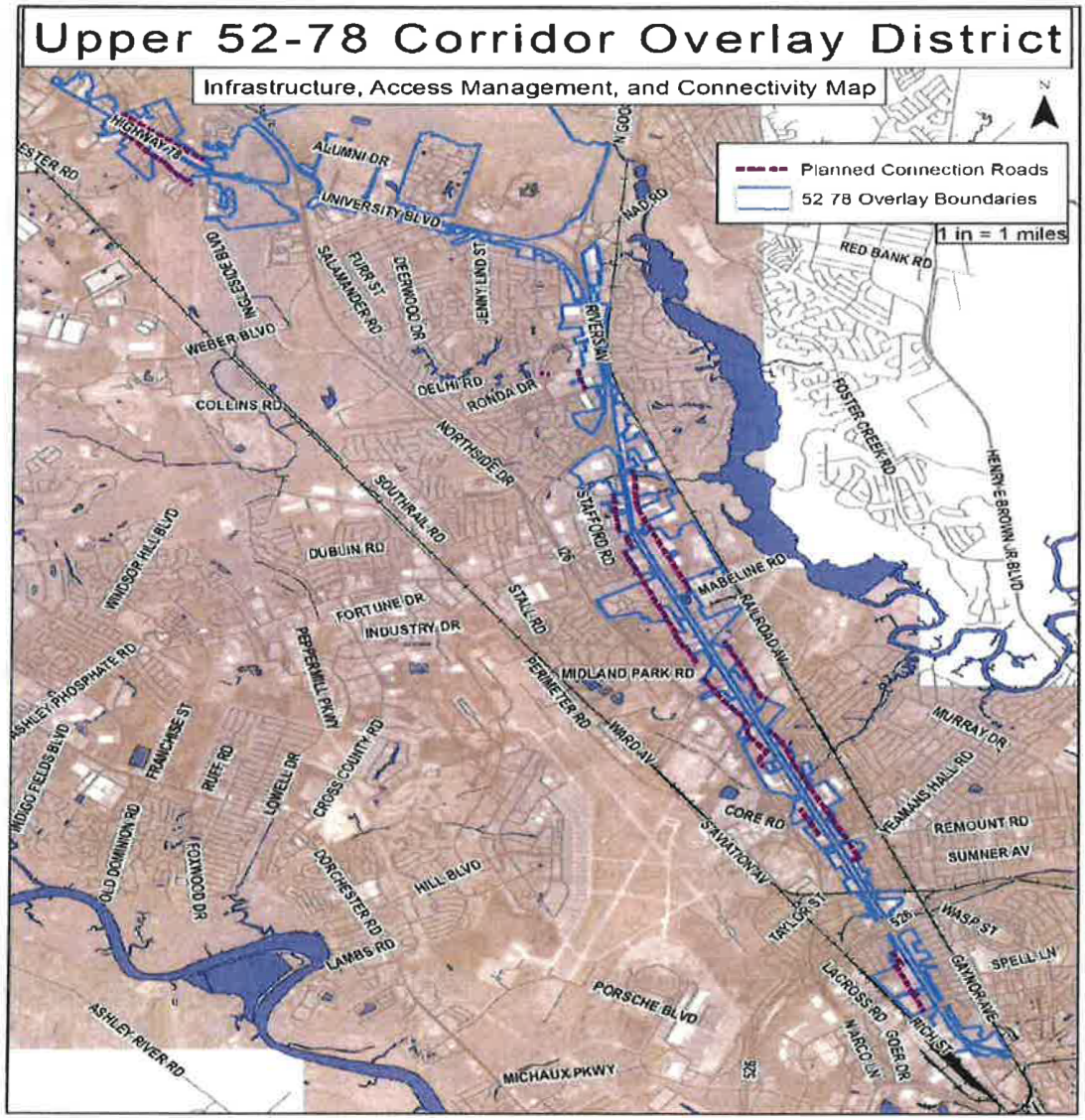
d. Walkways a minimum of five (5) feet wide shall connect building entrances to the sidewalks in the public right-of-way.

e. The private use of public sidewalks is prohibited.

f. These requirements shall supersede section 18-52 of the subdivision regulations.

G. *Variance and appeals:* Variances and appeals shall be handled through the board of zoning appeals as provided within article VII of the zoning ordinance of the City of North Charleston. Where the requirements of this overlay district conflict with the requirements, conditions, or permits of other regulatory agencies, the zoning administrator may (but shall not be required to) administratively permit a reasonable modification without the necessity of a variance being obtained.

H. *Severability:* If any subsection or clause of this ordinance shall be deemed to be unconstitutional or otherwise invalid, the validity of the remaining sections, subsections, and clauses shall not be affected thereby.



(Ord. No. 2021-052, Exh. A, 7-15-2021; Ord. No. 2022-061, Exh. A, 11-22-2022)

ARTICLE VI. - AREA, YARD AND OTHER REQUIREMENTS

Section 6-1. - Requirements in R-1 single-family residential, R-2 multi-family residential, R-3 mobile home residential and AG agricultural districts:

Unless otherwise specified elsewhere in this ordinance uses permitted in the R-1, R-2, R-3 and AG zoning districts shall conform to the following standards:

(a) *Minimum total lot area per dwelling unit for R-1, R-2, and R-3:*

1. *Single-family (detached) dwellings:* Six thousand (6,000) square feet; provided however that homes in areas designated for traditional neighborhood development, mixed use, and/or in areas zoned R-2, Multi-Family Residential, may be established with four thousand five hundred (4,500) square feet of lot area per dwelling. Where replacing a nonconforming

manufactured home park the minimum lot area requirement may be reduced administratively to allow the establishment of one (1) single-family detached dwelling unit per manufactured unit to be replaced; provided the following:

a. For nonconforming mobile home parks greater than one (1) acre: Each new single-family unit must have a minimum of thirty (30) feet of frontage along a street which has been accepted for continual maintenance by the state, one (1) of its political subdivisions, or a homeowner's association or other responsible entity as outlined in section 18-40(d) of the subdivision regulations.

b. For nonconforming mobile home parks less than one (1) acre: Each new single-family unit must have a minimum of one thousand (1,000) square feet per dwelling.

c. A minimum of twenty (20) per cent of the new single-family units are dedicated for affordable units at fifty (50) per cent of the average median income for a period of twenty (20) years.

2. *Multi-family dwelling:* One thousand five hundred (1,500) square feet per unit. Where common parking is provided, the minimum lot area may be reduced to one thousand two hundred (1,200) square feet.

3. *Single manufactured home:* Six thousand (6,000) square feet per lot in Suburban Residential areas and four thousand five hundred (4,500) square feet per lot in Traditional Neighborhood and Mixed Use areas.

4. *Manufactured home park:* Three (3) acres.

5. *Other principal uses:* Not applicable.

(b) *Minimum total lot area AG:*

1. Four (4) acres.

2. Other principal uses: Not applicable.

(c) *Single-family (detached) dwelling requirements:*

1. *Front yards:*

a. Where fifty (50) per cent or more of the lots located on the same block between two (2) intersecting streets are developed, the average alignment of the buildings on the same side of the block within two hundred (200) feet of such lot shall be the minimum setback line, plus or minus two and one-half (2½) feet. For the purposes of these calculations, the frontage along the side line of a corner lot is excluded.

b. Where a minimum setback is not established as above, the setback shall be twenty (20) feet.

c. Porches and steps are considered to be a part of the main body of the house and may not encroach within the front yard setback.

d. Detached accessory use structures are not permitted in front yards.

e. The primary entrance to the home shall be oriented toward a street frontage.

2. *Side yards:*

   a. For every building erected, there shall be a side yard along each lot line other than a street line or rear line, each side yard to have a minimum width of five (5) feet measured from the main body of the house to the property line; provided, however, that on newly subdivided lots zoned R-1 in areas with the suburban residential future land use designation, or used for single-family residential purposes, the minimum side yard set-back for one (1) side yard shall be at least ten (10) feet. For the purpose of this section, porches, decks (including pools located in decks), carports, attached garages (including attached via breezeways), covered patios, HVAC units, and steps are considered to be a part of the main body of the house. All dimensions to be computed from the property line. This change will only apply to single-family residential uses and lots where development begins after October 25, 2007. This change shall not apply to substandard lots of record.

   b. Where a side yard abuts a street, the minimum side yard along the street shall be at least ten (10) feet.

   c. Inground pools are allowed in side yards with a three-foot setback from property lines. Detached accessory use structures may be allowed in side yards when it has been determined to the satisfaction of the zoning administrator that the proposed improvements may not practicably be located within the rear yard, as defined below, due to positioning of the principal dwelling, easements, existing trees, wetlands, or other such factors. These accessory use buildings shall not, however, be situated along a front yard of an adjacent parcel. Such accessory use building shall not be more than eighteen (18) feet in height to the ridge, or the height of the existing residence, whichever is less, and at least six (6) feet from any structure and three (3) feet from any interior line.

3. *Rear yards:*

   a. Every building erected shall have a rear yard. In a class R-1 district the least dimension of a rear yard shall be at least fifteen (15) per cent of the depth of the lot; but such least dimension need not be more than thirty (30) feet. Forty (40) per cent of the area of the rear yard may be occupied by a one-story accessory building not more than eighteen (18) feet in height to the ridge, or the height of the existing residence, whichever is less, and at least six (6) feet from any structure and three (3) feet from any interior line.

4. *Maximum lot occupancy:* Sixty-five (65) per cent.

5. *Exemption for lots created by the replacement of a nonconforming manufactured home park:* Required setbacks and maximum lot occupancy for lots created by the replacement of a nonconforming manufactured home park may be reduced administratively by up to fifty (50) per cent. Greater reductions shall require a variance in accordance with article VII.

(d) *Multi-family residential dwelling requirements:*

1. *Front yards:*
    a. The minimum front yard depth for buildings in multi-family districts shall be twenty (20) feet;
    b. The minimum front yard depth for town and row houses is twenty-five (25) feet on interior units. A minimum twenty (20) foot setback shall be required on end units where automobile parking or storage within the residence with entry from the front. If parking can be accommodated on the end or rear of units or on property held in common by the townhouse development owners having adequate access to a dedicated public street, the front setback may be reduced to ten (10) feet.
2. *Side yards:*
    a. The minimum side-yard depth for buildings in multi-family districts shall be (ten) 10 feet.
    b. For row-houses or townhouses, a side yard at least ten (10) feet in width shall be provided between the end of a row and a side lot line or side street line.
3. *Rear yards:*
    a. The rear yard setback in the R-2 district shall not be less than twenty (20) feet. Forty (40) per cent of the area of the rear yard may be occupied by a one-story accessory building not more than eighteen (18) feet in height to the ridge, or the height of the existing residence, whichever is less, and at least six (6) feet from any structure and three (3) feet from any interior line.
    b. For row-houses or townhouses, the rear yard depth shall be at least twenty (20) feet from the main building line to the rear property line. Such measurements shall be made without regard to attached or detached storage, utility or covered patio areas. There shall be added to the above requirements an additional ten (10) feet of rear yard depth where automobiles are parked or stored in the rear yard.
    c. When townhouses or row-houses are located within a district (overlay or otherwise) requiring buffers, the minimum required setbacks shall be equal to the greater of (i) the required buffer plus five (5) feet; or (ii) the setbacks otherwise specified within this or other sections of the Zoning Code.
4. *Lot width:*
    a. For townhouses or row-houses, the minimum width of the portion of the lot on which each town house unit is to be constructed shall be eighteen (18) feet. Where common parking is provided, the minimum lot width may be reduced to fourteen (14) feet. Where side yards are required, the minimum lot width shall be increased accordingly.
5. *Maximum lot occupancy:* Seventy (70) per cent.

(e)

R-3 mobile/manufactured homes: The following standards shall apply to any newly developed manufactured home site located on a single lot of record. Parks and home sites approved prior to the adoption of this section remain subject to the standards under which they were originally approved. For the purpose of this section, the manufactured home on any newly developed site shall be oriented similar to a majority of the existing dwellings on the same block, including across the street. Should there not be enough yard area to meet the setbacks due to orientation, the zoning administrator is authorized to issue an administrative variance to reduce the setbacks up [to] fifty (50) per cent.

1. *Front yards:*
    a. Each individual mobile/manufactured home shall be at least twenty (20) feet from the right-of-way of any street or drive providing common circulation. For the purpose of this section, an attached porch, steps, carport or garage shall be considered the main body of the home.
2. *Side yards:*
    a. A minimum of ten (10) feet shall be provided from the main body of the mobile/manufactured home to the property line. For the purpose of this section, an attached porch, steps, carport or garage shall be considered the main body of the home. All dimensions to be computed from the property line.
    b. Detached accessory use structures may be allowed in side yards when it has been determined to the satisfaction of the zoning administrator that the proposed improvements may not practicably be located within the rear yard, as defined below, due to positioning of the principal dwelling, easements, existing trees, wetlands, or other such factors. These accessory use buildings shall not, however, be situated along a front yard of an adjacent parcel. Such accessory use building shall not be more than eighteen (18) feet in height to the ridge, or the height of the existing residence, whichever is less, and at least six (6) feet from any structure and three (3) feet from any interior line.
3. *Rear yards:*
    a. The rear yard shall be fifteen (15) feet from the manufactured home to the rear property line or mobile home space. For the purpose of this section, an attached porch, steps, carport or garage shall be considered the main body of the home. Forty (40) per cent of the area of the rear yard may be occupied by a one-story accessory building not more than eighteen (18) feet in height to the ridge, or the height of the existing residence, whichever is less, and at least six (6) feet from any structure and three (3) feet from any interior line. An accessory building shall not be used as a dwelling.
4. *Maximum lot occupancy:* Sixty-five (65) per cent.

(f) *Special provisions for garden and cluster units in R-1 and R-2 zoning districts:*

1.

Maximum dwelling unit density: The maximum dwelling unit density shall not exceed ten (10) units per acre including any such property dedicated for public use or ownership in common, excluding dedicated public roads.

2. *Per cent of lot occupancy:* No dwelling unit may occupy more than fifty (50) per cent of a lot. This does not include attached or detached utility, storage, garage, or a covered patio area that may protrude from the main building line.
3. *Side yard requirements:* A minimum side yard of five (5) feet shall be provided on one (1) side and a minimum of ten (10) feet shall be provided on the other side yard.
4. *Clothes lines:* All yard areas used for the drying of clothes shall be screened from view of the adjoining yards and lots.
5. *Parking:* Two (2) parking spaces shall be provided on the site of the garden or cluster housing unit.
6. *Material to be submitted for planning commission review:* All applicants for garden and cluster housing developments for site in R-1 single-family areas designated for traditional neighborhood development shall first submit site plans including details such as number, location, and orientation of dwelling units; plans for off-street parking and service areas; ingress and egress arrangements with a copy of the legal documentation for common ownership and public ownership to the zoning department for review and recommendation to the planning commission. The commission, after due consideration at a public meeting, is hereby authorized and empowered to approve the said plans. garden and cluster developments proposed in R-2 multi-family zoning districts shall be submitted to the zoning department for review and do not require planning commission review or approval.

(g) *Landscape plan:* In class R-2 and R-3 districts a landscape plan must be submitted and approved prior to the issuance of building permits. The landscape plan must meet the buffering requirements set forth elsewhere within this article.

(Ord. No. 1985-17, 3-28-85; Ord. No. 1995-52, 10-24-95; Ord. No. 1996-46, 8-22-96; Ord. No. 1997-32, 5-22-97; Ord. No. 1998-51, 5-28-98; Ord. No. 1998-85, 9-24-98; Ord. No. 1998-107, 12-22-98; Ord. No. 2005-21, 4-28-05; Ord. No. 2006-10, 3-23-06; Ord. No. 2007-75, 10-25-07; Ord. No. 2009-50, 9-24-09; Ord. No. 2021-048, Exh. A, 6-24-2021; Ord. No. 2022-009, Exh. A, 1-27-2022; Ord. No. 2022-022, Exh. A, 3-24-2022)

Section 6-2. - Requirements in ON, neighborhood office districts:

Uses allowable in the R-1 zoning districts shall be subject to the requirements of section 6-1. Other uses permitted in the ON zoning district shall be required to conform to the following standards:

(a) (1) *Maximum height:* Maximum height is twenty-five (25) feet measured at the highest point of the building.

(2) *Minimum front yard,* measured from the nearest abutting right-of-way line: Ten (10) feet.

(3) *Minimum side and rear yard:* A minimum rear and side yard of ten (10) feet shall be required along each rear [and] side lot line; except that where a firewall meeting the standards of the current edition of the city's building code is constructed at the property line; the side or rear yard requirement may be waived along the respective side or rear lot line.

(b) *Landscape plan:* A landscape plan must be submitted and approved prior to the issuance of building permits. The landscape plan must meet the buffering requirements set forth elsewhere within this article.

(Ord. No. 1991-16, 5-9-91; Ord. No. 1995-52, 10-24-95; Ord. No. 1996-46, 8-22-96; Ord. No. 1997-32, 5-22-97; Ord. No. 1998-51, 5-28-98; Ord. No. 1998-107, 12-22-98; Ord. No. 2016-014, 3-24-2016)

Section 6-2.1. - Requirements in B-1, limited business district, and B-2, general business district:

Uses allowable in the R-1 and R-2 zoning districts shall be subject to the requirements of section 6-1; otherwise, uses permitted in the B-1 and B-2 zoning districts shall be required to conform to the following standards:

(a) Minimum front yard, measured from the nearest abutting right-of-way line: Ten (10) feet. Provided however, that on a street frontage between two (2) intersecting streets where more than fifty (50) per cent of such frontage is improved with buildings that are built at or near the street line, the average alignments of existing buildings shall be the minimum setback line. The Type A buffer requirement shall be waived for any location having a front yard setback of less than ten (10) feet.

(b) A landscape plan must be submitted and approved prior to the issuance of building permits. The landscape plan must conform to the landscape and buffering requirements set forth elsewhere within this article.

(c) Minimum side and rear yard: A minimum rear and side yard of ten (10) feet shall be required along each rear side lot line; except that where a firewall meeting the standards of the current edition of the city's building code is constructed at the property line; the side or rear yard requirement may be waived along the respective side or rear lot line.

(Ord. No. 1991-16, 5-9-91; Ord. No. 1995-52, 10-24-95; Ord. No. 1996-42, 8-22-96; Ord. No. 1996-46, 8-22-96; Ord. No. 1997-32, 5-22-97; Ord. No. 1998-51, 5-28-98; Ord. No. 1998-70, 8-13-98; Ord. No. 1998-107, 12-22-98; Ord. No. 1999-13, 2-25-99; Ord. No. 2003-005, 1-23-03; Ord. No. 2009-50, 9-24-09; Ord. No. 2021-009, Exh. A, 2-25-2021)

Section 6-2.2. - Requirements in CRD, commercial redevelopment districts:

Prior to submission of application for building permits, an applicant must first meet with the planning director or his designee to discuss the proposed improvements and their relationship to the city's urban design guidelines. Such meeting should be conducted early in the design process.

Uses permitted in the CRD zoning district shall be required to conform to the following standards:

(a) *Lot area:* All lots shall have a minimum total lot area of ten thousand (10,000) square feet.

(b) *Front yard:*

1. All frontage on the public street shall be considered as a front property line for purposes of front yard requirements.
2. All buildings shall have a minimum setback of ten (10) feet from the nearest abutting street.

(c) *Side yard:* A minimum side yard of ten (10) feet shall be required along each side lot line; except that where a firewall meeting the standards of the current edition of the city's building code is construed at the property line, the side yard requirement may be waived along the respective side lot line.

(d) *Rear yard:* A minimum rear yard of fifteen (15) feet shall be required along the rear lot line.

(e) *Landscaping:* A landscape plan must be submitted and approved prior to the issuance of building permits. The landscape plan must meet the buffering requirements set forth elsewhere within this article.

(Ord. No. 1995-8, 3-23-95; Ord. No. 1998-51, 5-28-98; Ord. No. 1998-107, 12-22-98)

Section 6-2.3. - Requirements in NBRD, Navy Base Redevelopment District:

Prior to submission of applications for building permits, site work permits, and/or plats, an applicant must first submit a concept plan for staff review and subsequent discussion. The concept plan shall include all streets, stormwater, parking, and overall land use layout to ensure consistency with overall NBRD district intent.

(a) *Building placement and setbacks.*

1. All streets in the NBRD shall be platted with frontages designated either as build to the front property line or build to the front set back line, as noted in the below design standards chart. These lines will be established at the time of preliminary plat submittal and shall be shown on the recorded plat. On corner lots, the accessory buildings along a street frontage must conform to the building placement requirements for that street.

Street Name	Front Build-to Line	Side and Rear Setbacks*
Noisette Boulevard	46—56 feet from street center line	10 feet
All other streets	30—35 feet from street center line	10 feet

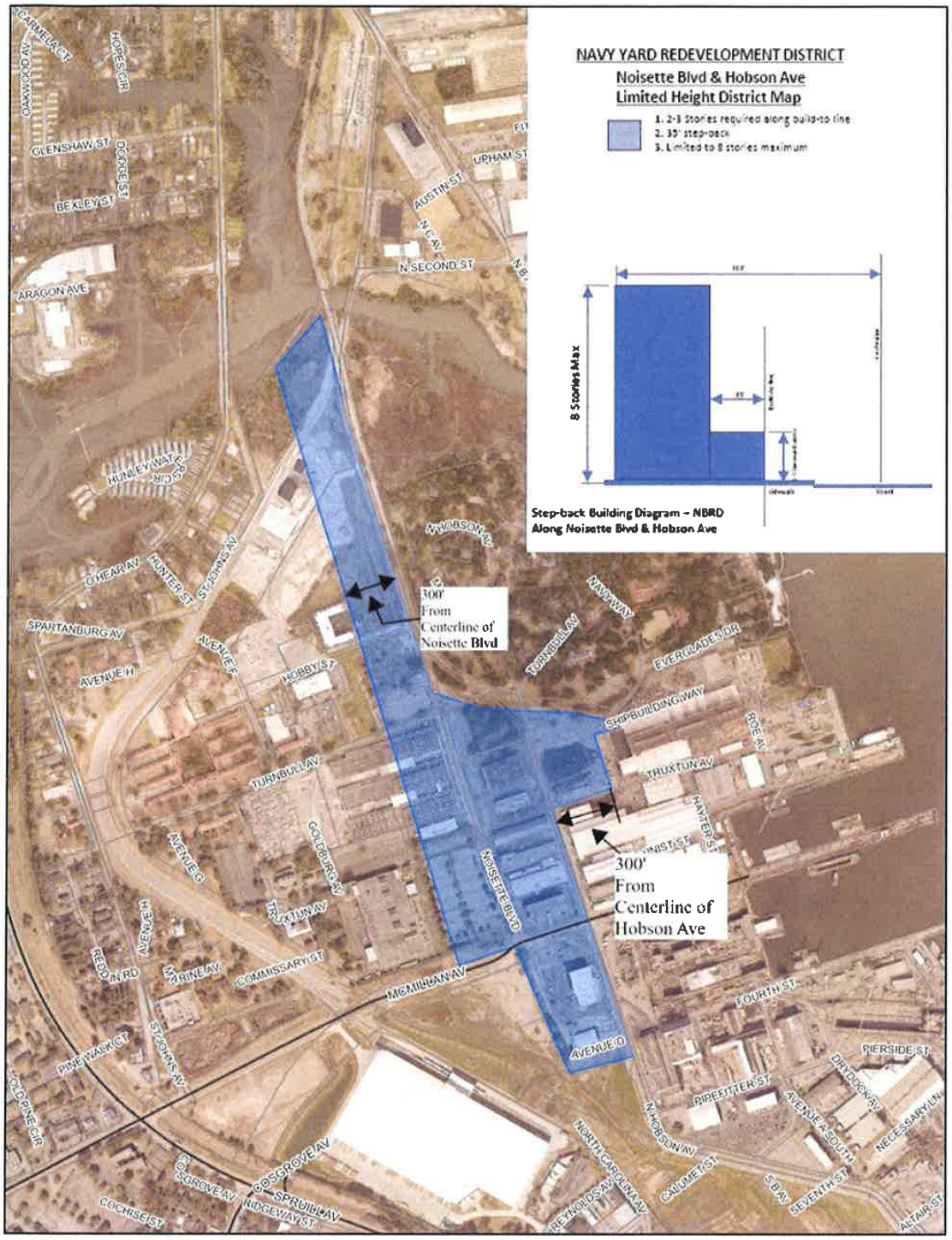
2. Any building or structure shall be constructed so that a minimum of eighty (80) per cent of the lot frontage is occupied by a building façade that abuts the front property line or the front set-back/build-to line. Building façade indentations or extensions which are part of the building's architectural design shall count toward the minimum eighty (80) per cent lot frontage requirement. The remaining twenty (20) per cent of the lot frontage abutting the front property line shall be occupied by an appropriate screen wall, as described in Section (c)2 below.

   On a corner lot the building facades shall occupy at least eighty (80) per cent of the frontage on the primary street and no less than twenty-five (25) per cent on the secondary street with the remainder of the frontage on the secondary street being occupied by an appropriate screen wall, as described in Section (c)2 below.

   On a corner lot, the abutting building frontages must extend to the corner or have a corner entrance.

   Stoops and open porches, bay windows, and balconies may extend up to four (4) feet into the right of way, with an encroachment permit from the city, provided at least five (5) feet of clear sidewalk passage remains.

(b) *Building height:* In order to protect the character of the Charleston Navy Yard Historic District, as listed on the National Register of Historic Places, a height district is established as shown in the below map:



(c) *Landscaping, fences, and walls:*

1. A landscape plan must be submitted and approved prior to the issuance of any permits. The landscape plan must meet the requirements below:
   a. No buffers shall be required.
   b. Any proposed landscaping of the structure shall consist of native species that are complementary to the streetscape and surrounding development.
2. Fences or walls of 3'6" to 8'0" are required on un-built portions of build to- set-back lines or build to front property lines on street frontages

a. Chain-link fencing is prohibited, as well as mesh and tarp.

b. Fences and walls which face adjacent commercial properties or can be seen from the right-of-way: Façades in excess of fifteen (15) feet in length shall be adorned with either vegetative growth (vertical gardens or green walls must remain green throughout the year), decorative elements, or artistic murals, so long as the mural is not a sign or advertisement.

(d) *Street standards:*

1. Street trees are required in order to contribute to the definition of the streetscape and will be selected to create a street canopy that provides effective shade for pedestrians and vehicles. They will be planted to provide separation of the sidewalk from the street curb. A canopy tree with a minimum caliper of six (6) inches shall be planted every fifty (50) feet within the right-of-way. Species such as Southern Red Oak, Live Oak, Willow Oak, Elm varieties, and Nuttall oaks shall be used, with tree types to be consistent within each block and evenly spaced, with exceptions made for curb cuts, utilities, and other obstructions. In a park setting, trees may be planted on the subject parcel if requested by the applicant for design flexibility at the ratio of one (1) tree per fifty (50) feet of street frontage.
2. All streets shall have a minimum four-inch vertical curb.
3. Sidewalks are required along all streets as follows:
   a. Noisette Boulevard: Ten (10) feet, both sides.
   b. All other streets: Five (5) feet, both sides.

   During concept review, wider sidewalks may be required by staff.
4. To the extent practicable, utility services shall be located in rear alleys.

(e) *Parking:*

1. Parking shall not be located between a structure and a street.
2. Parking standards for the NBRD Zoning District shall be as per the chart below:

Residential - Multifamily	Office/Commercial/Retail	Entertainment

Alley access typical. Minimum one car parking on site required.	Alley access, internal surface lots, parking garage. 2 spaces per 1,000 GSF (1/500 sf). Parking requirements may be met by combination of on-site parking and shared parking in a public parking facility located within a radius of 1,320 feet of the parcel.	Alley access, internal lots, parking garage, one per 50 seats for non-fixed seating, one per 4 seats of fixed seating. Parking requirements may be met by combination of on-site parking and shared parking in a public parking facility located within a radius of 1,320 feet of the parcel.

3. Uses not specified in the table above shall default to the zoning regulations' prevailing parking standards.
4. On-street parking created as a part of the project may be counted toward the project's required parking.

(f) *Connectivity:* In all cases, ease of pedestrian access between proposed developments and adjacent developments shall be required in the development of a proposed project's site and circulation plans and include pedestrian connectivity, both internally and externally to the site. Each parcel shall be developed with the intention to create a harmonious connection to the neighboring developments, whether preparing to connect with a future development or to tie into the connections that were created by the adjacent parcels' previous development.

(g) *Open spaces:* For all commercial uses, a minimum of three (3) per cent of the development acreage shall be designed and utilized as open space and/or parks in the form of active and passive parks, plazas, or public gathering spaces for any development project.

(h) *Architectural character:* Buildings, walls, and fences should be designed to complement the architectural character of the adjacent buildings, including materials, window patterns and spacing, ornamentation, orientation, and scale.

(i) *Utilities:* All utilities, including, but not limited to electric utilities, telecommunications, fiber, or cable providers, shall be placed underground. All junction and access boxes shall be screened with sufficient evergreen vegetation so as to obscure them from view. All small wireless facilities shall utilize concealment elements, and disguised as a hardscaped or softscaped amenity, such as benches; flower boxes, or decorative poles when located in or adjacent to any rights-of-way. All utility pad features and meters shall be shown on the site plan and are subject to building setbacks.

(j) *Lighting:*

1. All lighting sources, with the exception of parking area pole-mounted light fixtures, shall be shielded in order to avoid glare. Under no circumstances shall light sources be visible. Up-lighting of significant trees is strongly encouraged as is landscape lighting along walks, paths, and at plazas.
2. Architectural light fixtures and poles should blend with the architecture of the buildings. Pole-mounted fixtures are limited to poles of a maximum of fourteen (14) to sixteen (16) feet in height. Fixtures and the poles on which they are to be mounted shall be consistent in their appearance throughout the district.

(k) *Streetscapes:*

1. Retail spaces located on ground floors must include a minimum of three (3) out of the six (6) items listed below:
   (i) Storefront windows (for merchandise on display which increases pedestrian interest)
   (ii) Stores accessible by pathways through the right-of-way
   (iii) Pedestrian-scale lighting
   (iv) Projecting signs, hanging signs, sandwich boards, corner signs, creative advertising
   (v) Flags and banners
   (vi) Sidewalk displays
2. Commercial properties must incorporate greenscapes (environmentally beneficial landscape techniques) through the inclusion of a minimum of one (1) of the four (4) items listed below:
   (i) Incorporate greenscaped passageways that invite people to walk and experience a livable urban environment
   (ii) Create park like nooks along buildings
   (iii) Install fountains/water features, sculptures, private gathering spots
   (iv) Create garden art via topiaries or planters (stand alone or wall mounted)
3. Projects must include street furniture along streets by installing a minimum of three (3) out of the five (5) items listed below. All site and street furnishings shall be of commercial grade. Submit pictures and color samples for approval.
   (i) Trash receptacles
   (ii) Bicycle racks or storage facilities
   (iii) Benches, tables, chairs, joggling boards
   (iv) Cigarette disposal stations, pet watering stations, water fountains
   (v) Potted plants or planter boxes

(l) *Signage:* All signs shall meet the minimum size and height requirements specified below:

1.

Wall signs and window signs (commercial): One (1) square foot of wall and window signage combined will be permitted per each linear foot of building frontage, along the entirety of the building's orientation, up to and not exceeding fifteen (15) per cent of the area of the building facade on which the sign is to be displayed. Window signage shall not exceed twenty-five (25) per cent of the window area.

(i) The area of a sign shall be the total area within the smallest square, circle, rectangle, triangle or combination thereof that will encompass the extreme limits of the writing, representation, emblem, or other display, together with the total area of any material or color forming an integral part of the background of the display or used to differentiate the sign from the backdrop or structure against which it is placed, but not including any supporting framework, bracing or decorative fence or wall

(ii) Area of each panel individually shall be calculated and added together to determine the total sign area

(iii) A maximum of three (3) building signs shall be permitted for each business establishment on the ground floor. A maximum of two (2) building signs shall be allowed for each second-level and third-level business establishment having a facade that faces a street. For purposes of this section, "second-level and third-level" means those building floor levels immediately above sidewalk-level. The combined area of these permitted building signs shall not exceed fifteen (15) percent of the total area of the wall of the front of each said business establishment, and in no case shall any individual sign exceed 200 square feet. Notwithstanding these provisions, every business establishment shall be entitled to at least 60 square feet total combined sign area.

(iv) Building signs on corner lots: For corner lots, one additional building sign for the business establishment occupying the corner space shall be permitted, provided it is oriented toward the additional street frontage. The total area of said sign shall not exceed ten (10) percent of the total area of the wall of said building occupied by such business establishment and oriented toward the additional street frontage, or sixty (60) square feet, whichever is less.

(v) Multi-tenant signs: In addition to the signs otherwise authorized in this section, buildings with three (3) or more tenants shall be permitted one (1) single building sign. Said sign shall be erected as a wall sign and shall not exceed one hundred (100) square feet in sign area. Where a building with three (3) or more tenants faces two (2) or more streets, two such multi-tenant signs shall be authorized provided that each is oriented toward a different street.

2. Projecting signs:

(i) Any use other than residential activities may display one (1) projecting sign adjacent to each street, highway, freeway, or off-street parking area on which it has frontage.

(ii) Projecting signs may not exceed sixty-five (65) square feet in area.

(iii) A use may display both ground and projecting signs if no more than one of these signs is more than twelve (12) square feet in area.

(iv) Projecting signs must clear public sidewalks by at least nine (9) feet and may project no more than three (3) feet from a building or one-third (⅓) the width of the sidewalk, if any, whichever is less. Any encroachment greater than three feet shall require an encroachment permit from the department of public works.

(v) Projecting signs must be pinned away from the wall at least six (6) inches and must project from the wall at an angle of ninety (90) degrees.

(vi) Projecting signs may not extend vertically above the windowsill of a second story.

3. Building signature signs:

(i) A wall sign, erected on a building four or more stories in height and actually occupied by a principal occupant shall be considered a building signature sign. For purposes of this section, no part of a parking deck shall be used in calculating the height of a building.

(ii) Only one building signature sign shall be allowed on any side elevation of the building and further provided that no building shall contain more than one such sign per side elevation.

(iii) Building signature signs are allowed only on buildings four (4) or more stories in height provided no part of such sign shall extend above the top of the building.

(iv) The area of a building signature sign shall not exceed five (5) percent of the area of the wall to which it is affixed, and shall not be included in computing the total area of signage imposed for other signs.

(v) Building signature signs shall be allowed only for an owner or principal occupant, defined as a building owner or tenant who occupies a minimum of twenty-five (25) percent of the floor space, or one hundred thousand (100,000) square feet of the floor space, of a specific building that is available for occupancy. Any lease for the required amount of floor space is to be for a period of not less than five (5) years. Changes in ownership or occupancy that result in non-compliance with this chapter shall require the removal of the subject sign.

(vi) An applicant seeking permission to erect a building signature sign shall provide notarized documentation that it has an ownership interest in the building or that it meets the conditions required to be considered a principal occupant and has permission from the owner to make the application. In determining the level of ownership necessary to qualify as an owner, the city presumes, based on the documentation required to be produced, that the applicant has made such arrangements with other claiming ownership interest as may be necessary to allow the applicant to claim that it may apply for the sign as an owner.

4. Other sign provisions:
   (i) Internally lit plastic signs are prohibited.
   (ii) No exposed raceways, ballast boxes, sign cabinets, or electrical transformers shall be permitted.
   (iii) Sign company names or stamps shall be concealed inside the sign cabinets. Internal sign cabinet illumination is not permitted; instead use ground or building lighting.
   (iv) Raised or relief letters, logos, graphics, or any other relief shapes may be acceptable solutions to further add dimensions to the sign face.
   (v) Neon signs will be considered when appropriate to the building design and business function.
   (vi) Attached banner signs that are a temporary sign of cloth, plastic, paper or similar nonrigid material attached to any structure and anchored on two (2) or more edges or at all four (4) corners are permitted up to a maximum of fifty (50) square feet per structure, in addition to other wall/window/projected signage permitted.
   (vii) Illustrations on buildings that contain no references to products or services, otherwise known as murals, shall not be considered signs.
   (viii) All other signs, including, but not limited to monument and portable signs, shall follow section 8-11, signs permitted in commercial and industrial districts.
5. Temporary signage:
   (i) One construction sign is permitted per commercial project.
   (ii) The sign may denote the following: project rendering, project logo (if applicable, broker or contractors' logos will not be permitted), project name, tag line of project (if applicable), owner, architect, builder, landscape architect, engineer, financial institution, "For Information", website of project (if applicable, brokers' information will not permitted), phone number, or other pertinent information about the project will be permitted during construction.
   (iii) The construction sign shall not exceed thirty-two (32) square feet in area.
   (iv) Permits to be displayed during construction shall be attached to the backside of the construction sign.
   (v) Additional individual signs for sub-contractors, material suppliers and lending institutions will not be permitted.
   (vi) Temporary signage will be allowed for new businesses to NBRD properties. Temporary signage will be allowed for a maximum of sixty (60) days from the approval date. Temporary signage should not obstruct views from passing cars.
6.

Maintenance of signs: Any signs not meeting the following provisions shall be maintained, repaired, or removed within thirty (30) days after receipt of notification by the zoning inspector or his/her designee:

(i) The area around the sign shall be properly maintained and clear of brush, trees and other obstacles around the sign that may obscure the sign face so as to make sign face readily visible.

(ii) All inoperable lighting or damaged panels must be repaired or replaced.

(iii) All sign copy shall be maintained securely to the face and all missing copy must be replaced.

(iv) All signs shall be maintained in a structurally safe condition.

(m) *Applicability.* Where the requirements of this subsection conflict with the requirements, conditions, or permits of other regulatory agencies or utility providers, the zoning administrator may (but shall not be required to) administratively permit a reasonable modification without the necessity of a variance being obtained.

(Ord. No. 2023-010, Exh. A, 2-23-2023)

Section 6-3. - Requirements in M-1, light industrial districts:

The uses permitted in the M-1 districts shall conform to the following standards:

(a) *Minimum lot area:* One-half (½) acre;

(b) *Minimum lot width, measured at the building line:* One hundred (100) feet;

(c) *Minimum front yard, measured from the nearest abutting street right-of-way line:* Twenty-five (25) feet;

(d) *Minimum side yard:* A minimum side yard of ten (10) feet shall be required along each side lot line, except that where the property abuts a residential district or residential use fifty (50) feet shall be required.

(e) *Minimum rear yard:* A minimum rear yard of ten (10) feet shall be required along the rear lot line, except that when the property abuts a residential district or residential use fifty (50) feet shall be required.

(f) *Landscape plan:* A landscape plan must be submitted and approved prior to the issuance of building permits. The landscape plan must meet the buffering requirements set forth elsewhere within this article.

(Ord. No. 1986-63, 12-11-86; Ord. No. 1992-52, 12-3-92; Ord. No. 1995-52, 10-24-95; Ord. No. 1996-9, 3-28-96; Ord. No. 10, 3-28-96; Ord. No. 1996-14, 3-28-96; Ord. No. 1996-46, 8-22-96; Ord. No. 1998-51, 5-28-98; Ord. No. 1998-107, 12-22-98; Ord. No. 2021-049, Exh. A, 6-24-2021)

Section 6-4. - Requirements in M-2, heavy industrial districts:

Uses allowable in the M-2 zoning districts shall be subject to the requirements of section 5-6; otherwise, uses permitted in the M-2 districts shall conform to the following standards:

a. *Area requirements.*
    1. *Minimum lot area:* Five (5) acres;
b. *Yard and setback requirements.*
    1. *Minimum lot width, measured at the building line:* Four hundred (400) feet;
    2. *Minimum front yard depth, measured from the nearest abutting street right-of-way line:* Fifty (50) feet;
    3. *Minimum side yard width:* A minimum side yard of at least one hundred (100) feet shall be required along each side lot line;
    4. *Minimum rear yard depth:* Fifty (50) feet.
c. *Impact of overlay districts on lot requirements.* Where M-2 heavy industrial property is located within an overlay district specifying required buffers, a setback shall be required of a size equal to the greater of: (a) any specifications set forth elsewhere with section 5-6; or (b) the width of the required overlay zone buffer plus an additional five (5) feet.
d. *Landscaping.* A landscape plan must be submitted and approved by the zoning administrator prior to the issuance of building permits. The landscape plan must meet all applicable buffering requirements set forth elsewhere in this Code. See also additional requirements contained within Article VI of the Zoning Ordinances of the City of North Charleston.

(Ord. No. 2010-044, 7-22-2010)

Section 6-5. - Reserved.

Editor's note— Ord. No. 2006-48, adopted July 25, 2006, repealed § 6-5 in its entirety. Formerly, said section pertained to special requirements for town or row houses as enacted by Ord. No. 1985-15, adopted March 14, 1985; as amended. The user's attention is directed to § 5-2 of this Code for similar provisions.

Section 6-5.1. - Special requirements for mobile/manufactured homes:

Mobile homes established after the effective date of this ordinance and mobile homes existing on the effective date of this ordinance, including the relocation and replacement thereof shall:

(1) Be installed in accord with the installation requirements of section 19-425.43 of the South Carolina Manufactured Housing Board Regulations,

(2) Be underskirted around the entire home with brick, masonry, vinyl, treated wood, painted or stained, or similar material designed and manufactured for permanent outdoor installation,

(3)

Have installed or constructed and attached firmly to the mobile home and anchored securely to the ground, stairs, porches, entrance platforms, ramps or other means of entrance and exit to the mobile home in accord with applicable building codes,

(4) Have all moving or towing apparatus removed or concealed with skirting, including hitch, wheels and axles,

(5) Not be joined, affixed or in any way combined with another mobile home unless such units are fully enclosed by common exterior siding completely encircling said units, together with a unified roof, approved by the city building official or his/her designee.

Mobile homes in existence on the effective date of this ordinance shall within six (6) months of such date be brought into compliance with the requirements of this section, or be declared by the zoning administrator, chief building official, or other designee, to be in violation of the provisions herein, subject to penalties as provided in section 7-4.

(Ord. No. 1998-99, 12-11-98)

Section 6-5.2. - Special requirements for mobile and manufactured home parks:

The establishment and operation of mobile home or manufactured home parks in North Charleston shall comply with the following design and development standards:

(1) The park site shall be not less than three (3) acres, and have not less than two hundred (200) feet frontage on a public dedicated and maintained street or road.

(2) The park shall be served by public water and sewer systems, a system of storm drainage, and refuse disposal facilities, plans of which shall be approved by local DHEC officials.

(3) Each dwelling space shall abut an all-weather and surface driveway which shall not be less than eighteen (18) feet in width, and which shall have unobstructed access to a street.

(4) The bylaws or covenants of any homeowners association or other similar group maintenance agreement may be placed on file with the city.

(5) All on-site roadway intersections shall be provided with a street light and interior lights shall be provided at not less than 400-foot intervals.

(6) Each individual home site shall be at least twenty-five (25) feet from any other site and at least twenty-five (25) feet from the right-of-way of any street or drive providing common circulation.

(7) Not less than twenty (20) per cent of the park site shall be set and developed for common open space and recreation usage. See section 6-15.

(8) Space numbers: Permanent space numbers shall be provided on each mobile home space and shall be located so as to be visible from the street or driveway. Signs identifying space locations shall be provided at each street or driveway intersection.

(9) No mobile or manufactured home space shall have direct access to a public street, but shall instead access an internal driveway system.

(10) The maximum number of mobile home or manufactured home spaces shall not exceed seven (7) per acre.

(11) Two (2) parking spaces shall be provided for each designated mobile or manufactured home space. Two (2) parking spaces shall be provided for each designated mobile or manufactured home space or in community parking areas.

(12) In the development of a park, existing trees and other natural site features shall be preserved to the extent feasible.

(13) Bufferyards shall be provided on the perimeter of the park or court in accord with the requirements of section 6-1.

(14) License required, revocation: A business license shall be requisite to the opening or operation of a mobile or manufactured home park and shall be subject to annual renewal. License revocation proceedings may be initiated at the request of the zoning administrator in accord with the City of North Charleston's standard procedures.

(15) Site plan required: A site plan showing the above required data, and in all other respects meeting the minimum requirements for a building permit shall accompany all applications to establish a mobile or manufactured home park.

(Ord. No. 1998-99, 12-11-98)

Section 6-6. - Garden and cluster housing:

In order to promote the general welfare of the city through the appropriate intermingling of garden and cluster housing with other types of housing and to insure that new developments shall contribute to the building of economically sound and desirable living areas within the community, the following regulations shall be applied to garden and cluster housing in R-1, R-2, R-3, B-1 and B-2 districts.

(a) *Maximum dwelling unit density:* The maximum dwelling unit density shall not exceed ten (10) units per acre including any such property dedicated for public use or ownership in common, excluding dedicated public roads.

(b) *Per cent of lot occupancy:* No dwelling unit may occupy more than fifty (50) per cent of a lot. This does not include attached or detached utility, storage, garage, or a covered patio area that may protrude from the main building line.

(c) *Side yard requirements:* A minimum of ten (10) feet shall be provided between all buildings separated by a lot line.

(d) *Zero lot line:* Garden and cluster housing may be built with zero lot line on one (1) side wall provided that there are no openings in any such wall and that a five-foot maintenance easement shall be provided adjacent to said wall.

(e) *Special requirements:*

1.

Any building established with garden or cluster housing which does not face directly on a public street shall be provided with access to a public street.

2. All yard areas used for the drying of clothes shall be screened from view of the adjoining yards and lots.
3. Two (2) parking spaces shall be provided either partially or wholly on or off the site of the garden or cluster housing unit.

(f) *Material to be submitted for planning commission review:* All R-1 district applicants for garden and cluster housing developments shall first submit architectural plans including details such as number, location, and orientation of dwelling units; plans for off-street parking and service areas; ingress and egress arrangements with a copy of the legal documentation for common ownership and public ownership to the department of planning and management for review and recommendation to the planning and zoning commission. Which commission, after due consideration at a public meeting, is hereby authorized and empowered to approve the said plans.

(g) *Material to be submitted for administrative review:* All R-2 district applicants for garden and cluster housing developments shall first submit architectural plans including details such as number, location, and orientation of dwelling units; plans for off-street parking and service areas; ingress and egress arrangements with a copy of the legal documentation for common ownership and public ownership to the zoning department for administrative review.

(Ord. No. 1985-48, 6-27-85; Ord. No. 1985-69, 10-24-85; Ord. No. 2011-040, 8-25-2011)

Sections 6-7, 6-8. - Reserved.

Section 6-9. - Reserved.

Editor's note— Ord. No. 1999-13, adopted February 25, 1999, repealed § 6-9. Formerly, said section pertained to requirements in UD-1 high density urban district. See the Code Comparative Table.

Section 6-10. - Reserved.

Editor's note— Ord. No. 1999-13, adopted February 25, 1999, repealed § 6-10. Formerly, said section pertained to requirements in UD-2 high density urban district. See the Code Comparative Table.

Section 6-11. - Reserved.

Editor's note— Ord. No. 1999-13, adopted February 25, 1999, repealed § 6-11. Formerly, said section pertained to requirements in UD-P, urban district pedestrian way. See the Code Comparative Table.

Section 6-12. - Buffer areas:

(a) *Definition and purpose.* A buffer is an area of land, together with plantings, fences, or walls designed to ameliorate potential negative impacts between adjacent land uses and streets, promote land use compatibility, and transition and beautify between uses.

(b) *Location.* Buffer areas shall be located on the outer perimeter of a lot or parcel, extending to the lot or parcel boundary line. For purposes of complying with this section, they shall not be located on any portion of an existing street or right-of-way; however, they may occupy part or all of any required front, side or rear yard setback. Where specified by this section, buffer areas and/or buffer area structures shall be developed as an integral part of the proposed use.

(c) *Design standards.* Three (3) types of buffer areas are required by this ordinance, Type A, Type B, and Type C. A description of each follows:

(1) *Type A buffer area required.* The Type A area consists of low density landscaping between a proposed use and the adjacent street, providing separation between the two. The buffer area shall be a minimum width of five (5) feet. Per one hundred (100) lineal feet of frontage, the buffer area shall consist of a combination of not less than twenty (20) ornamental shrubs, two (2) canopy trees and three (3) understory trees.

(2) *Type B buffer area.* The Type B buffer area is a medium density screen intended to block visual contact between uses and to create spatial separation. The buffer area shall be a minimum width of ten (10) feet. Per one hundred (100) lineal feet the screen shall consist of a combination of two (2) deciduous trees planted forty (40) to sixty (60) feet on center and eight (8) evergreen plants ten (10) feet on center.

(3) *Type C buffer area.* The Type C buffer area is a high density screen intended to exclude visual contact between uses and to create spatial separation. The buffer areas shall be a minimum width of twenty (20) feet. Per one hundred (100) lineal feet the screen shall consist of a combination of not less than twenty (20) ornamental shrubs, ten (10) understory trees, and two (2) canopy trees. An eight-foot opaque privacy fence or wall is also required. The fence or wall shall be located between five (5) feet and ten (10) feet from the property line; and the plant material shall be located between the building and the fence. The zoning administrator must approve the site plan, which shows the exact fence location.

(d) *Determination of buffer area requirements.* Buffer areas shall be required under the following circumstances:

(1) *Type A buffer area required.* Wherever a multi-family building, mobile or manufactured home park, or nonresidential use is proposed a Type A buffer area shall be provided along the street right-of-way boundary of the proposed use, separating it from the adjoining street, except for driveways and visibility angles.

(2) *Type B buffer area required.* Wherever a mobile home park, multi-family building, mini-warehouse, institutional or commercial use is proposed for a site or lot adjoining any dissimilar residential use or lot or parcel zoned for a dissimilar residential use, a Type B buffer area shall

be provided along the boundary of the adjoining residential property line.

(3) *Type C buffer area required.* Wherever an industrial, warehouse, outdoor storage, or related use is proposed for a site or lot adjoining any residential use or residentially zoned district, a Type C buffer area shall be provided along the boundary of the adjoining residential property line. A Type C buffer shall also be required for any new residential development or use to be located adjacent to any industrially used or industrially zoned property.

(e) *Buffer area specifications.*

(1) *Minimum installation size.* At installation or planting, all canopy trees shall be not less than eight (8) feet in height and all understory trees shall be not less than six (6) feet in height. All shrubs shall be not less than four (4) feet in height except for ornamental shrubs for Type A buffer areas, which shall not be less than eighteen (18) inches in height.

(2) *Staggered planting.* Where required, plant material shall be planted in at least two (2) rows and in an alternating fashion to form a continuous opaque screen of plant material.

(3) *Required planting.* The zoning administrator shall maintain a list of acceptable plant material for canopy trees, understory trees, and shrubs. This list may be updated as necessary by the city's horticulturist.

(f) *Substitutions.* The following substitutions shall satisfy the requirements of this section:

(1) *Existing plant materials.* Existing trees of four (4) inches DBH (diameter breast high) or more in diameter, within the required buffer area may be included in the computation of the required buffer area planting, with approval of the zoning administrator and/or staff horticulturist.

(2) *Fence or wall.* Where, owing to existing land use, lot sizes, or configurations, topography, or circumstances peculiar to a given piece of property, the buffer area requirements of this section cannot reasonably be met, the developer(s) may request and the zoning administrator may approve the substitution of appropriate screening, in the way of a fence or wall structure along the property line of the proposed use in accord with provisions of this section.

An eight-foot opaque privacy fence or wall may be substituted for a Type B buffer area.

All fences and walls used as part of the buffer area requirements must have a finished side that is facing adjoining property. The finished side is the side whose framing, supports, or posts are not visible. The interior side of the fence or wall may be finished as owner deems appropriate.

(g) *Exceptions.* Where property is screened by an existing building or wall, no additional buffering shall be required if approved by the zoning administrator.

(h) *Responsibility.* It shall be the responsibility of the proposed new use to provide the buffer area where required by this ordinance, except that no new detached single-family dwelling or duplex shall be required to provide such buffer area.

(i)

Required maintenance. The maintenance of required buffer areas including fences and walls shall be the responsibility of the property owner. All such areas shall be properly maintained so as to ensure continued buffering. All planted areas shall be provided with an irrigation system or a readily available water supply to ensure continuous healthy growth and development. Dead trees shall be removed; debris and litter shall be cleaned; and berms, fences, and walls shall be maintained at all times. Trees and shrubs that die shall be replaced by the property owner and/or tenant no more than thirty (30) days following the death of the plant material. The zoning administrator must approve the replacement before new plant material is planted. Fences and walls shall be maintained in good repair. Failure to do so is a violation of this ordinance, and may be remedied in the manner prescribed for other violations.

(j) *Use of buffer areas.* A buffer area may be used for passive recreation; however no plant material may be removed. All other uses are prohibited, including off-street parking.

(Ord. No. 1998-51, 5-28-98; Ord. No. 1998-85, 9-24-98; Ord. No. 1998-107, 12-22-98; Ord. No. 2002-080, 10-25-02; Ord. No. 2003-004, 1-23-03; Ord. No. 2015-023, 5-28-2015)

Section 6-13. - Screening:

(a) *Definition and purpose.* Screening is a method of buffering used to block or obscure a particular element or use from view by minimizing the visual impact of potentially unsightly open storage areas and refuse disposal facilities.

(b) *Specifications.* Screening shall be provided as follows:

(1) a. Mechanical equipment (whether ground level, raised, or rooftop) associated with non-residential uses shall be screened by the use of fences, walls or architectural elements or evergreen plant materials of sufficient height to screen the items from street view at the time of installation.

b. Mechanical equipment (whether ground level, raised, or rooftop) associated with apartment buildings shall be screened by the use of fences, walls or architectural elements or evergreen plant materials of sufficient height to totally obscure the equipment from public view at the time of installation. If fencing is used, it shall have no more than a one-half-inch gap between boards.

(2) Open storage areas not devoted to retail sales visible from any public street, including open storage areas for shipping containers, building materials, appliances, salvage materials and similar unenclosed uses shall be screened with an eight-foot high opaque fence or wall on all sides. The use of materials such as mesh, cloth, or tarp to screen storage areas is prohibited.

(3) Dumpsters or any trash, refuse, recycling, or other waste storage containers shall be screened and buffered with built enclosures defined as an eight-foot high opaque fence or wall on all sides. Construction dumpsters and industrial compactors may be exempted from this enclosure requirement if, in the opinion of the zoning administrator, (a) such dumpsters and compactors will not be visible from the right-of-way and will not be visible from dissimilarly zoned or used

properties; or (b) the nature of a particular industrial use requires frequent and repeated relocation of dumpsters around the site in normal course of business and site cleanliness can be reasonably maintained through other means.

(c) *Amortization.* Any existing trash dumpster that is not properly screened by January 31, 2020 must come into compliance prior to the license renewal of the business.

(Ord. No. 1998-51, 5-28-98; Ord. No. 1998-107, 12-22-98; Ord. No. 2001-057, 8-22-02; Ord. No. 2012-020, 6-26-2012; Ord. No. 2015-023, 5-28-2015; Ord. No. 2016-016, 4-28-2016; Ord. No. 2019-034, 6-27-2019; Ord. No. 2021-041, Exh. A, 5-27-2021)

Section 6-14. - Landscaping:

(a) *Definition and purpose.* Landscaping is an improvement to an area of land permanently devoted and maintained for the growing of trees, shrubbery, grass, other plants and decorative features to the land. This improvement is intended to improve the appearance of vehicular use areas and development abutting public rights-of-way; to protect, preserve, and promote the aesthetic appeal, scenic beauty, character and values of land in the city; to promote the aesthetic appeal, safety through the reduction of noise pollution, stormwater run off, air pollution, visual pollution, and artificial light glare.

(b) *Where required.* No proposed nonresidential use shall hereafter be established or reestablished in an existing building or structure, and subsequently used unless landscaping and buffering are provided in accord with the provisions of this section and section 6-12. No existing building, structure or vehicular use area shall be reoccupied by a new use, or expanded or enlarged by fifty (50) per cent or more unless the minimum landscaping required by the provisions of this section is provided throughout the building site. Enlargement involving twenty (20) to fifty (50) per cent of the existing building shall meet the minimum requirements for the enlargement only. Enlargements involving less than twenty (20) per cent shall not be required to meet the landscaping requirements provided herein.

(c) *Landscaping plan.* A landscaping plan shall be submitted as part of the application for a permit. The plan shall:

(1) Designate areas to be reserved for landscaping. The specific design of landscaping shall be sensitive to the physical and design characteristics of the site.

(2) Indicate the location and dimensions of landscaped areas, plant materials, decorative features, etc.

(3) Identify all existing trees ten (10) inches DBH (diameter breast height) in required setback (yard) areas.

(4) The landscape plan shall include all material (including existing) used to comply with the buffer requirement.

(d) *Landscaping requirements.* Required landscaping shall be provided as follows:

(1) Along the outer perimeter of a lot or parcel, where required by the buffer area provisions of this article, to buffer and separate incompatible land uses. The amount of buffering is specified in section 6-12.

(2) Within the interior, peninsula or island type landscaped areas shall be provided for any open vehicular use area containing ten (10) or more parking spaces. Landscaped areas shall be located in such a manner as to divide and break up the expanse of paving and at strategic points to guide travel flow and directions. Elsewhere, landscaped areas shall be designed to soften and complement the building site.

At a minimum, interior lot landscaping shall be provided in the following amounts:

Use	Per Cent of Lot
Institutional	15
Industrial/wholesale/storage	5
Office/office warehouse	10
Commercial-retail-service	5

Buffer area landscaping may provide up to fifty (50) per cent of the above requirement. Landscaping along exterior building walls and structures is suggested to separate with greenery the building from the vehicular surface area.

(e) *Landscaped areas.*

(1) All landscaped areas in or adjacent to parking areas shall be protected from vehicular damage by a raised concrete curb or an equivalent barrier of six (6) inches in height. The barrier need not be continuous.

(2) Landscaped areas must be at least twenty-five (25) square feet in size and a minimum of three (3) feet wide to qualify.

(3) Landscaped areas adjacent to parking spaces shall be landscaped so that no plant material greater than twelve (12) inches in height is located within two (2) feet of the curb or other protective barrier. (Plant material greater than twelve (12) inches in height would be damaged by the automobile bumper overhang or by doors swinging open over the landscaped areas.)

(4) Planting of canopy trees is required at a rate of one (1) tree per ten (10) parking spaces.

(f)

Required maintenance. The maintenance of required landscaped areas shall be the responsibility of the property owner and the tenant both jointly and severally. All such areas shall be properly maintained so as to assure their survival and aesthetic value, and shall be provided with an irrigation system or a readily available water supply. Failure to monitor such areas is a violation of this ordinance, and may be remedied in the manner prescribed for other violations.

(Ord. No. 1998-51, 5-28-98; Ord. No. 1998-107, 12-22-98; Ord. No. 2009-13, 3-26-09; Ord. No. 2015-023, 5-28-2015; Ord. No. 2020-037, Exh. A, 8-27-2020)

Section 6-15. - Common open space:

(a) *Definition.* Common open space is land and/or water bodies used for recreation, amenity or buffer; it shall be freely accessible to all residents and property owners of a development, where required by this ordinance. Open space shall not be occupied by buildings or structures other than those in conjunction with the use of the open space; roads; parking. It shall be calculated by dividing the total amount of open space within the site by the total site area.

(b) *Purpose.* The purpose of this section is to ensure adequate open space for high density residential development; to integrate recreation, landscaping, greenery and/or natural areas into such projects; to promote the health and safety of residents of such projects; and to compensate for the loss of open space inherent in single-family residential projects.

(c) *Where required.* The following uses/projects consisting of nine or more units shall provide common open space in the amounts prescribed:

Proposed Uses/Projects	Common Open Space Ration (Per Cent Lot)
Cluster developments	15
Townhouse projects	15
Mobile/manufactured home parks	20
Multi-family projects	20

Note: Landscaped buffer areas provided to meet the requirements of section 6-12 for multi-family projects and mobile/manufactured home parks may be applied toward meeting above requirements if held in common ownership.

(1) *New sites:* No proposed development, building or structure in connection with the above shall hereafter be erected or used unless common open space is provided in accord with the provisions of this section.

(2) *Existing sites:* No existing development, building or structure in connection with the above shall be expanded or enlarged unless the minimum common open space required by the provisions of this section are provided to the extent of the alteration or expansion.

(d) *Common open space plan.* Proposed uses/projects set forth in section 6-15(c) shall submit an open space or landscaping plan as part of the application for a building permit. The plan shall:

(1) Designate areas to be reserved as open space. The specific design of open space shall be sensitive to the physical and design characteristics of the site.

(2) Designate the type of open space which will be provided, and indicate the location of plant materials, decorative features, recreational facilities, etc.

(3) Specify the manner in which common open space shall be perpetuated, maintained and administered.

(e) *Types of common open space and required maintenance.* The types of common open space which may be provided to satisfy the requirements of this ordinance together with the maintenance required for each are as follows:

(1) Natural areas are areas of undisturbed vegetation or areas replanted with vegetation after construction. Woodlands and wetlands are specific types of natural areas. Maintenance is limited to removal of litter, dead trees, plant materials, and brush. Natural water courses are to be maintained as free-flowing and devoid of debris. Stream channels shall be maintained so as not to alter floodplain levels.

(2) Recreational areas are areas designed for specific active recreational uses such as tot lots, tennis courts, swimming pools, ballfields, and similar uses. Recreational areas shall be accessible to all residents of the development. Maintenance is limited to ensuring that there exist no hazards, nuisances, or unhealthy conditions.

(3) Greenways are linear green belts linking residential areas with other open space areas. These greenways may contain bicycle paths, and bridle paths. Connecting greenways between residences and recreational areas are encouraged. Maintenance is limited to a minimum of removal and avoidance of hazards, nuisances, or unhealthy conditions.

(4) Landscaped areas, lawns and required buffer areas, including creative landscaped areas with gravel and tile, so long as the tile does not occupy more than two (2) per cent of the required open space. Lawns, with or without trees and shrubs shall be watered regularly to ensure survival, and mowed regularly to ensure neatness. Landscaped areas shall be trimmed, cleaned, and weeded regularly.

(f)

Preservation of open space. Land designated as common open space may not be separately sold, divided or developed. Open space areas shall be maintained so that their use and enjoyment as open space are not diminished or destroyed. Open space areas may be owned, preserved and maintained as required by this section by any of the following mechanisms or combinations thereof:

(1) Dedication of and acceptance by the city.

(2) Common ownership of the open space by a homeowner's association which assumes full responsibility for its maintenance.

(3) Deed restricted, private ownership which shall prevent development and/or subsequent subdivision of the open space land and provide the maintenance.

In the event that any private owner of open space fails to maintain same, the city may in accordance with the open space plan and following reasonable notice, demand that deficiency of maintenance be corrected, and enter the open space to maintain the same. The cost of such maintenance shall be charged to those persons having the primary responsibility for maintenance of the open space.

(Ord. No. 1998-51, 5-28-98; Ord. No. 1998-107, 12-22-98; Ord. No. 2022-021, Exh. A, 3-24-2022)

Section 6-16. - Tree protection:

(a) *Purpose*. The purpose of this section is to preserve existing trees of ten (10) inches in diameter or greater at breast height and generally discourage the clear cutting of sites, a practice which destroys the balance of nature, leads to sedimentation and erosion, contributes to air and water pollution, and unnecessarily robs the community of valuable natural resources.

(b) *Protected trees*. Healthy trees ten (10) inches and greater DBH (diameter breast height) are a valuable natural resource, by virtue of their age, size and contribution to the environment. Such trees shall be protected. Protected trees include "significant trees," "replacement/mitigation trees," and "grand trees."

(c) *Exemptions*. The following shall be exempt from the tree protection provisions of this article:

(1) *Timber harvesting:* Timber harvesting meeting the requirements of S.C. Code Ann. 48-23-205(B).

(2) *Pruning or cutting:* Pruning or cutting of trees necessary to the maintenance of preexisting utility company infrastructure, easements and rights-of-way.

(3) *Dead, diseased or dying trees:* Trees which are certified by an arborist or landscape architect, and which the Zoning Administrator concurs, to be dead, dying, or diseased may be removed without mitigation with the submittal of a report containing pictures of the trees' condition(s) that led to the determination.

(4) *Building damage:* Protected or grand trees that are determined by the zoning administrator or designee to be causing structural damage to a structure greater than two hundred (200) square feet or sidewalks and driveways, where said damage cannot be remedied without removing the tree, may be approved for removal. When there is a question of whether tree removal is

necessary, the zoning administrator may require documentation from an arborist or who is certified by the International Society of Arboriculture or landscape architect or who is otherwise qualified, that said damage cannot be successfully halted through root pruning and installation of a root barrier while maintaining the structural integrity of the tree.

(5) *In-fill residential development:* Residential lots platted before 2007 shall be exempt from the tree mitigation provisions, except those relating to grand trees.

(6) Nothing in this article shall be construed to prevent the ordinary trimming and maintenance of trees provided such trimming is not so excessive so as to constitute an abuse as described in this section.

(d) *Permit required.* On all sites, removal of trees shall be prohibited prior to securing a permit. Any permits for removal shall meet the requirements set forth in this article. No person shall cut down, top, remove, relocate, damage, destroy, or in any manner abuse any protected tree on any lot or public right-of-way in the city unless authorized by the terms of this section.

(e) Tree survey required for removal, site disturbance or subdivision A tree survey showing all existing protected trees throughout the portion of any site or right-of-way proposed for disturbance and including any area counted as required open space area shall be submitted as part of any site plan for zoning and building permits or any preliminary and final subdivision plats in accordance with subsection 6-16(e)(1) below. If there are no protected trees on a site, this requirement may be satisfied by a note on the site plan, preliminary or final plat to that effect.

(1) *Tree survey requirements:* A tree survey shall be prepared and submitted that meets the following requirements:

a. *Qualified professional:* Tree surveys shall be prepared by a licensed landscape architect, surveyor or engineer registered in South Carolina and the location of each tree shall be shown within plus or minus three (±3) feet. The survey shall be presumed accurate for two (2) years beyond the survey date unless there is information to the contrary.

b. *Significant trees:* The survey shall identify all significant trees by species and location, specify their estimated canopy spread, and specify the trunk diameter at breast height (DBH).

c. *Grand trees:* The survey shall identify all grand trees by species and location, specify the actual canopy spread, and specify the trunk diameter at breast height (DBH).

1. For subdivisions, the siting of a lot so as to place a grand tree at or near the center of a lot in a location that will require the removal of the grand tree for construction of a dwelling unit, shall be prohibited.

d. Any trees which are defined as protected by the requirements of an overlay district or a riparian buffer as defined in section 6-17.

e. *Tree canopies:* The canopies of trees which overhang the site, even if the trunks are located on an adjacent parcel.

f. *Any existing trees proposed as mitigation for tree cutting:* Any existing trees proposed as mitigation for tree cutting shall be at least two (2) inches DBH and of like kind to those cut if they are indigenous to the South Carolina Lowcountry. If the trees proposed to be cut are not an indigenous species, the zoning administrator and city horticulturist may approve an indigenous replacement type. Trees measuring two (2) inches but less than ten (10) inches within a required riparian or overlay corridor buffer may be counted toward mitigation for tree cutting.

g. *Dead or diseased trees:* The location, type and size of any dead or diseased trees.

h. *Improvements*: Location of all existing and proposed structures, improvements, rights-of-way, pavement, drainage areas, and easements on the property, and designation of all rights-of-way and other lands adjacent to the property.

i. *Date*: The date of the survey.

j. *Preparer information:* The name, signature, seal and address of the licensed landscape architect, surveyor or engineer who shall be responsible for the accuracy of the information provided.

(f) *Provisions for tree removal.*

(1) *Significant trees*:

a. Any significant tree between ten (10) inches DBH and less than twenty-four (24) inches DBH falling within the footprint of a proposed building, drainage pond, rights-of-way, or driveway may be cut without any replacement requirement.

b. No more than twenty-five (25) per cent of the existing significant trees outside the footprint of a building, drainage pond, rights-of-way, or driveway shall be felled and removed, except by order of the zoning administrator, without inch for inch replacement.

1. Up to fifty (50) per cent of the trees outside the footprint of the buildings, driveways, rights-of-way, or drainage ponds may be removed by order of the zoning administrator on the affirmative recommendation of the city horticulturist owing to unique circumstances surrounding the development of property (example: exceptionally low terrain where significant cutting or filling might be needed to accomplish positive drainage).

(2) *Grand trees*:

a. Only after a finding by the zoning administrator and city horticulturist that an applicant has demonstrated through an examination of various site designs that there is no practical alternative location of a building, drainage pond, driveway, right-of-way or other building design that would leave the grand tree in place and in good health, the removal of grand tree is permitted with applicable mitigation as prescribed in subsection (g)(3) below.

(g) *Provisions for mitigation and tree replacement.*

(1) *Tree replacement plan required.* A site plan/building permit shall also include a tree protection/replacement plan (if applicable) which shall show:

a. *Tree designations:* Designations indicating whether each proposed tree is to be saved, relocated, or removed. Trees proposed for relocation should be marked with a bold letter "R", trees proposed to be saved shall be marked with a bold letter "S", trees proposed for mitigation shall be marked with a bold letter "M", and trees proposed for removal should be marked with a bold letter "X".

b. *Tree relocations:* The species, size and new location of any trees which are proposed to be relocated within the site.

c. *Tree replacements:* The species, size and location of trees that are proposed to be planted as replacement for trees cut. Replacement trees must be a minimum of two (2) inches DBH.

1. Proposed replacement trees are to be of like kind to those proposed for cutting. Where existing site conditions would make the survivability of replacement trees unlikely or infeasible, the zoning administrator may (but shall not be required to) administratively permit a reasonable substitution for another tree species on the city's list of acceptable trees without the necessity of a variance being obtained.

2. Replacement trees shall not be bunched together in a manner suggesting poor prospects for their long-term survival but shall be dispersed and well established. To help ensure successful tree planting, an evaluation of soil-species-combination before trees are proposed is recommended.

3. Existing on-site mitigation trees. The location of any existing trees at least two (2) inches DBH and less than ten (10) inches DBH which are proposed as on-site mitigation, including trees within buffer areas. Any such trees must be flagged and protected during site disturbance or construction.

4. Replacement trees shall be located in areas of common ownership (i.e. open space areas owned by associations). In the event there is not adequate common spaces for replacement tree plantings, other locations may be approved by the zoning administrator.

(2) *Summary Table*. A summary table indicating the following (See Appendix X for example):

a. The total number of protected trees

b. The total number of grand trees (Inch-for-Inch mitigation required, see subsection (3) below)

c. The number of significant trees falling within the footprint of the buildings, driveways, rights-of-way, or drainage ponds

d. The number of trees falling outside of the footprint of the buildings, driveways, rights-of-way, or drainage ponds

e.

A calculation representing twenty-five (25) per cent of the significant trees outside the footprints of buildings, driveways, rights-of-way, and drainage ponds (Total Number of Significant Trees — Number of Significant Trees under footprints = Remaining Number of Significant Trees × twenty-five (25) per cent)

f. The total number of significant trees proposed for removal

g. A calculation representing the number and cumulative average DBH of the significant trees proposed to be removed in excess of the twenty-five (25) per cent figure. This is the number of significant trees which will require mitigation. When determining the number of inches to be replaced, an average of the total inches removed multiplied by the number of trees removed shall be calculated. The average of total inches is based on all significant trees removed, including those under buildings, driveways, rights-of-way, or drainage ponds.

(3) *Mitigation*. Mitigation for cutting of grand and significant trees in accordance with this section is required:

a. *Significant trees:* Inch for inch replacement shall be required for all trees cut over and above the number representing twenty-five (25) per cent of those outside the footprint of buildings, driveways, rights-of-way, and drainage ponds. When determining the number of inches to be replaced, an average of the total inches removed shall be calculated and then multiplied by the number of trees removed. The average of total inches is based on all significant trees removed, including those under buildings, driveways, rights-of-way, or drainage ponds.

b. *Grand trees:* The approved cutting of any healthy grand tree shall require inch for inch replacement regardless of where the tree is located. For example, inch for inch replacement of grand trees shall be required even if the grand tree falls in the footprint of proposed buildings, driveways, rights-of-way or drainage ponds.

c. *Any proposed tree bank replacement.* After submitting a replacement plan exhausting all on-site replacement opportunities an applicant may, with the consent of the zoning administrator, pay into the tree bank account an amount to be determined by the city horticulturist equal to the cost to acquire, install and maintain for a two-year period trees equivalent in their average diameter at breast height otherwise required to be shown on a tree replacement plan.

(4) *Bonding of required tree replacement.* In the event that an immediate planting schedule would prevent the healthy development of new plants and trees, the director of finance on the affirmative recommendation of the zoning administrator may approve a bond, an irrevocable letter of credit, or other financial surety guarantee to certify the completion of the required replacement planting in an amount equal to one hundred twenty-five (125) per cent of the cost of acquisition, installation, and a two-year replacement guarantee provided the total required bonded amount remains below fifty thousand dollars ($50,000.00). Upon approval of the financial surety, a certificate of conditional zoning compliance shall be issued and the

installation of replacement material must be completed within twenty-four (24) months of that date. The applicant must provide the city permission to enter their premises and complete the work described in the contract submitted with the bond in the event that they have not done so within the time prescribed.

(h) *Provisions for tree protection.*

(1) *Protective barricades required.* Protective barricades shall be placed around all trees dedicated to be saved within a development area, prior to the start of any building and/or development activities, and shall remain in place until the building and/or development activities are completed. The area within the protective barricade shall remain free of all building materials, dirt or other construction debris, vehicles, and development activities. Should the tree die up to one (1) year after the development, mitigation will be required. Barricades shall be erected at the dripline of the tree canopy or a minimum distance from the base of protected trees, whichever is greater, according to the following standards:

a. *For significant trees:* Protective barricades shall be placed a minimum distance of ten (10) feet from the base of each protected tree up to ten (10) inches DBH and an additional foot per inch above ten (10) inches DBH; unless an encroachment is approved as below.

b. *For grand trees:* Protective barricades shall provide a diameter of protection around the tree equal in feet to the diameter breast height of the trees (i.e. a twenty-four-inch diameter tree would require a twenty-four-foot diameter protective barricade), unless an encroachment is approved as below.

(2) *Tree protection plan and tree protection detail required.* Site plans shall include a tree protection plan showing where tree protection barricades are to be installed and a tree protection detail illustration depicting the typical placement of tree protection.

(3) *Barricade materials and inspection:*

a. The protective barrier shall consist of orange safety fencing, not less than three (3) feet high and supported by wood/metal poles.

b. *Inspection required.* An inspection of the protective barricades is required prior to the issuance of any permits.

(i) *Provisions for encroachment into protected trees.*

(1) A proposed encroachment equivalent to one-quarter (¼) of the distance from the tree trunk to the edge of the tree canopy of any grand tree or any significant tree designated for preservation is permitted.

(2) An encroachment greater than one-quarter (¼) of the distance from the tree trunk to the edge of the tree canopy may be approved by the zoning administrator provided the applicant has supplied a letter from a certified arborist or a landscape architect stating that the proposed encroachment will not adversely affect the subject tree. This letter should specify the following:

a.

The recommended regimen of care for the tree for at least twelve (12) months and should confirm that the arborist or landscape architect has been retained to provide such care.

b. An exhibit from the arborist or landscape architect showing the grading of the health of the tree for which the encroachment is proposed

c. An updated tree grading is required after one (1) year after the encroachment has been approved. If the second grading reveals any degradation in the health of the tree, the applicant shall:

1. Have the arborist or landscape architect indicate any needed changes in care, and confirm that the applicant has retained the arborist or landscape architect to provide that care; and

2. Repeat the tree health grading on the anniversary of the second grading, and if further degradation is detected, the application shall provide inch for inch replacement for the subject tree.

(j) *Cutting, etc. of protected trees without a permit prohibited.* No person shall cut down, top, remove, relocate, damage, destroy, or in any manner abuse any protected tree on any lot or public right-of-way in the city unless authorized by the terms of this section or unless approved by the zoning administrator.

(1) *Abuse includes:* Alteration of the drip-line, storage of materials within the tree protection barricades; the deposit of any fill material within the tree protection barricades, excessive pruning; excessive thinning; paving with concrete, asphalt or other impervious material within such proximity as to be harmful to a protected tree; or any act of malicious damage to a tree. Improper or excessive pruning or thinning shall constitute abuse. For purposes of this article "excessive pruning" shall be pruning or thinning of a protected tree that:

a. Exceeds more than twenty-five (25) per cent of the leaf surface on both the lateral branch and the overall foliage of a mature tree that is pruned within a growing season; and/or

b. Pruning that does not leave remaining one-half (½) of the foliage of a mature tree evenly distributed in the lower two-thirds (⅔) of the crown and individual limbs upon completion of any pruning.

(2) *Penalty for cutting without a zoning permit:* Cutting down, topping, removing, relocating, damaging, destroying, or in any manner abusing any protected tree without a permit shall be punishable as set forth in section 1-10 of the North Charleston Code of Ordinances. Each day that such violation continues shall constitute a separate offense.

(3) *Tree replacement required for protected trees cut, damaged, or abused without a zoning permit:* The planting of replacement trees on an inch for inch cut basis is required on the site where the unlawful cutting occurred. If the replacement cannot be accomplished entirely on the

development site, all or part of it shall be accomplished through the tree bank account. Individual replacement trees should be of the largest reasonably transplantable DBH available, but in no event shall such replacements be smaller than two inches DBH.

(k) *Construction of section.* The provisions of this section shall not supersede the provisions of any other ordinance of the city which provides greater protection for trees.

(l) *Overlay districts.* For properties located in the overlay districts, refer to special provisions governing development in those districts for additional regulations.

CALCULATING TREE MITIGATION

#	Item required per subsection 6-16(d)(4)	How calculated	Number
A	Total number of protected trees (significant and grand trees as defined below) on site (Pine, sweetgum, and invasive-species trees are not considered protected trees.)	A = B + C	
B	Total number of significant trees (Excluding pine, sweetgum, and invasive-species trees, all other trees of at least ten (10) inches DBH and less than twenty-four (24) inches DBH.)		

C	Total number of grand trees (Excluding pine, sweetgum, and invasive-species trees, any tree twenty-four (24) inches or greater DBH.) Note: Any healthy grand tree of twenty-four (24) inches DBH or greater may be cut only after a finding by the zoning administrator and city horticulturist that an applicant has demonstrated through an examination of various site designs that there is no practical alternative location of a building, drainage pond, driveway, right-of-way, or other building design that would leave the grand tree in place and in good health. The approved cutting of any grand tree shall require inch for inch replacement regardless of where the tree is located. For example, inch for inch replacement of grand trees shall be required even if the grand tree falls in the footprint of proposed buildings, driveways, rights-of-way, or drainage ponds.		
D	Number of significant trees falling within the footprint of a proposed building or proposed driveway or drainage ponds		
E	Number of significant trees falling outside of the footprint of proposed buildings and proposed driveways or drainage ponds	E = B - D	
F	Number of significant trees representing twenty-five (25) per cent of those outside the footprints of buildings, driveways, rights-of-way, and drainage ponds	F = E * .25	
G	Number of significant trees outside the footprint of buildings, driveways, rights-of-way, and drainage ponds which are proposed for removal		

H	Number of significant trees proposed to be removed in excess of the twenty-five (25) per cent figure [F, above] (if any).	H = G - F	
I	Average DBH of the significant trees proposed to be removed in excess of the twenty-five (25) per cent figure [F, above] (if any).	Avg DBH of trees counted in line H	
J	Number of inches required for mitigation for removal of significant trees	J = H * I	
K	If replacement trees cannot be planted on-site, mitigation amount due for significant trees removed	K = J * $217.50	
L	Number of inches required for mitigation for removal of grand trees	Sum of DBH of trees counted in line C	
M	If replacement trees cannot be planted on-site, mitigation amount due for grand trees removed	M = L * $217.50	
N	Total mitigation amount due for tree removals	N = K + M	

(Ord. No. 1998-51, 5-28-98; Ord. No. 1998-107, 12-22-98; Ord. No. 2000-085, 12-14-00; Ord. No. 081, 10-24-02; Ord. No. 2006-45, 7-25-06; Ord. No. 2009-13, 3-26-09; Ord. No. 2009-70, 12-10-09; Ord. No. 2014-017, 3-27-2014; Ord. No. 2020-037, Exh. A, §§ I—XII, 8-27-2020; Ord. No. 2022-019, 3-24-2022)

Section 6-17. - Riparian buffers:

Purpose and intent. The riparian buffer ordinance is established in order to maintain stream habitats and associated vegetation for the purposes of maintaining the physical, chemical and biological integrity of water resources; providing vital natural filtration of stormwater; reducing erosion and controlling sedimentation; stabilizing stream banks; maintaining tidal and stream flows; improving aquatic and terrestrial wildlife habitats; maintaining scenic value and recreational opportunities; and mitigating the impacts of flooding and tropical storms.

(a)

Applicability. This ordinance applies to all proposed new development, and to expansions to existing development sufficient to trigger application of normal buffer requirements, on properties abutting preserved wetlands and tidal or non-tidal tributaries to the Ashley and Cooper Rivers within the City of North Charleston. This ordinance shall not apply to properties located in the Upper Dorchester Gateway Corridor (article V, section 5-11) or the Ashley River Scenic District (article V, sections 5-8, [5-]9 and [5-]10).

(b) *Riparian buffers adjacent to preserved wetlands and along tributaries of the Ashley River or Cooper River.* Natural vegetative buffers of twenty-five (25) feet in depth shall be maintained on the upland side of critical lines along tidal tributaries of the Ashley River or Cooper River (as designated by the South Carolina Department of Health and Environmental Control's Office of Coastal Resource Management), adjacent to preserved wetlands, and along the upland side of the bank of any non-tidal tributary of the Ashley River or Cooper River. For the purpose of this section a preserved wetland shall mean a jurisdictional wetland regulated by the Army Corps of Engineers. Where a wetland or a portion of a wetland is filled pursuant to a properly-issued permit, no riparian buffer is required along the filled area.

1. *Buildings and impervious surfaces:* No new buildings or impervious surfaces shall be located within the buffer.
2. *Uses allowed within buffer area:* The following uses may be allowed within the buffer area, subject to the normal tree protection regulations in article VI, section 6-16 and review by the zoning administrator:
    a. *Trails:* Pedestrian or bike trails constructed of pervious natural materials and not exceeding ten (10) feet in width.
    b. *Pedestrian or vehicular access:* Access ways leading to such water dependent uses as docks, piers, bridges, and boat landings elevated to above grade to prevent channelization and running perpendicular to the length of the buffer.
    c. *Utilities:* Minimum utility line penetrations as specifically and previously approved on development plans that must necessarily cross a wetland area without a reasonable alternative.
3. *Drainage facilities:* Minimal utility line penetrations, including drainage lines or outfalls, that must necessarily cross a wetland area without a reasonable alternative, provided plans show the disturbed area to be replanted with native species complementary to those existing in the undisturbed area of the buffer.
4. *Landscaping additions to the buffer:* Where natural vegetation may be absent or insufficient to accomplish any degree of storm-water filtration or bank stabilization, additional plantings of indigenous grasses, shrubs and trees may be required at the following minimum rate: Six (6) canopy trees (two and one-half (2½) inch diameter breast height minimum); and ten (10)

understory trees (six (6) to eight (8) feet height minimum); and forty (40) shrubs, (three (3) gallons minimum). No new non-indigenous plant species may be planted within the buffer area.

5. The landowner of a site involving a buffer is permitted to selectively clear and prune a minimal amount of vegetation in order to provide a reasonable view corridor, and shall meet the following requirements:
    a. The view corridor shall be no wider than seventy-five (75) feet or one-third (⅓) of the lot width, whichever is narrower;
    b. If the landowner wants to establish a view corridor, he or she must submit a selective clearing and landscaping plan to the zoning department and apply for a zoning permit. The plan must leave enough vegetation in the corridor to maintain the function of the buffer.
        i. No tree of six (6) inches DBH shall be cut or removed;
        ii. All cutting or pruning shall be done by hand—No grubbing or grading is permitted.
    c. To prevent conversion to turf, no pruning shall be allowed below a height of three (3) feet.
    d. If a landowner clears more vegetation than allowed, he or she will be subject to a fine and required to replant the segment of the buffer that is in violation. Any clearing is also subject to the regulations of the city's Tree Protection Ordinance, which imposes a one thousand eighty-five dollar ($1,085.00) fine per tree cut unlawfully, or up to thirty (30) days in jail.
    e. To the extent possible, the placement of the view corridor should coincide with the location of trails, paths, driveways and utility easements which areas shall count toward the maximum width of the view corridor.
6. If application of this ordinance shall prohibit all permitted use of a parcel to the extent that no building could be constructed on the parcel, then the zoning administrator may reduce the natural vegetative buffers required by this section by as much as fifty (50) per cent. Greater reductions must be submitted to the zoning board of appeals.

(Ord. No. 2009-67, 11-24-09; Ord. No. 2010-24, 4-22-2010; Ord. No. 2020-038, Exh. A, 8-27-2020)

Editor's note— Ord. No. 2009-67, adopted Nov. 24, 2009, did not specifically amend the Code. At the editor's discretion, these provisions have been included as § 6-17.

ARTICLE VII. - ENFORCEMENT, APPEALS, COMPLAINTS AND REMEDIES

Footnotes:
*--- (**2**) ---*

Editor's note— *Ord. No. 1998-84, adopted Sept. 24, 1998, amended Art. VII in its entirety, in effect repealing §§ 7-1—7-4 and enacting similar new provisions in lieu thereof as §§ 7-1—7-8. Formerly, such provisions derived from Ord. No. 1986-62, adopted Dec. 11, 1986; Ord. No. 1990-47, adopted Oct. 25, 1990; Ord. No. 1992-26, adopted July 9, 1992; Ord. No. 1993-26, Sept. 9, 1993; Ord. No. 1995-85, adopted Dec. 28, 1995; and Ord. No. 1995-86, adopted Dec. 28, 1995.*

Section 7-1. - Administration and enforcement:

The zoning administrator is hereby designated and duly charged with the authority to administer and enforce the provisions of this ordinance.

The zoning administrator shall accept and examine all applications for construction, land use or reuse, and shall issue permits where such applications are in accord with the provisions of this ordinance and applicable building codes. He/she shall direct parties in conflict with this ordinance, and cause to be kept records and files of any and all matters referred to him/her.

If the zoning administrator shall find that any one of the provisions of this ordinance is being violated, he/she shall notify in writing the person responsible for such violation, indicating the nature of the violation and ordering the action necessary to correct it. He/she shall order discontinuance of illegal use of land, buildings, or structures; removal of illegal building or structures or of illegal additions, alterations, or structural changes; discontinuance of any illegal work being done; and shall take any other action authorized by this ordinance to ensure compliance with or to prevent violation of its provisions.

(Ord. No. 1998-84, 9-24-98)

Section 7-2. - Administrative procedures and requirements:

No building, structure or sign requiring a permit or any part thereof shall be erected, added to or structurally altered, nor shall any excavation or grading be commenced until the required permits have been issued.

No building, structure or land shall be used; nor shall any building, structure or land be converted, wholly or in part to any other use, until all applicable and appropriated licenses, certificates and permits have been issued certifying compliance with the requirements of this section.

No permits inconsistent with the provisions of this section shall be issued unless accompanied by an approved variance as provided by this article; provided, however, that in instances in which a site improvement required by city ordinance cannot be installed in the ordinance-specified location due to the refusal of a third-party easement holder to permit encroachment then the zoning administrator may (but shall not be required to) administratively permit a reasonable modified installation without the necessity of a variance being obtained. Additionally, where improvements are proposed to a developed property, the zoning administrator may (but shall not be required to) administratively permit a reasonable modified installation of required buffers, fencing, or similar items without the necessity of a variance being obtained.

Refusal by the zoning administrator to issue a building permit shall be stated in writing with cause.

The provisions of this section shall not apply to the necessary construction, replacement or maintenance by a public utility of its outside plant facilities, including such items as poles, cross-arms, guywires, cable and drops.

(Ord. No. 1998-84, 9-24-98; Ord. No. 2015-004, 1-22-2015; Ord. No. 2021-071, Exh. A, 10-28-2021)

Section 7-2.1. - Filing applications:

Applications for permits shall be signed by the owner or his/her designee and shall be filed on forms provided by the zoning administrator.

(Ord. No. 1998-84, 9-24-98)

Section 7-2.2. - Application requirements for a grading (land disturbing) permit:

Requirements for a grading permit are contained in the South Carolina Stormwater Management and Sediment Reduction Regulations and are hereby adopted by reference.

(Ord. No. 1998-84, 9-24-98)

Section 7-2.3. - Application requirements for a building permit:

Each application for a permit for a building or structure other than a sign shall be accompanied by two (2) sets of the following or as much thereof as the zoning administrator shall find necessary to determine whether the proposed building or use will be in compliance with the provisions of this ordinance:

A plat and/or site plan with the date and scale, showing the actual shape and dimensions of the lot to be built upon; the size, height and location on the lot of existing and proposed buildings and structures; the existing and intended use of each building or part of a building; the number of families or housekeeping units the building is designed to accommodate; buffer areas; flood and wetland areas; proposed parking; building elevations and such other information with regard to the lot and contiguous land uses as required to determine compliance with and provide for the enforcement of this ordinance.

(Ord. No. 1998-84, 9-24-98; Ord. No. 2008-19, 3-27-08)

Section 7-2.4. - Application requirements for a sign permit:

Each application to erect a sign, where a sign permit is required by this ordinance, shall be accompanied by the following information:

(1) Common signage plan, where applicable, in accord with the requirements of section 5-4.
(2) Identification of ownership and/or leaseholder of property on which the sign is to be erected, including street address.
(3) Name and address of the owner of the sign.

(4) Site plan sketch with dimensions (nonprofessionally drafted plan is acceptable) showing the location of the sign with respect to the property and right-of-way lines, building and setback lines, and buildings, parking areas, existing freestanding signs, and buffer areas.

(5) Correct size, shape, configuration, face areas, height, nature, number and type of sign to be erected.

(6) The value of a sign and sign structure.

(7) The zoning administrator may waive any of the informational requirements listed above deemed unnecessary to process an application.

(8) For signs exceeding thirty-five (35) square feet in area, the applicant shall include a drawing by a Registered South Carolina Engineer or Architect and a written certification from a Registered South Carolina Engineer or Architect that the sign is structurally sound and safe, does not constitute a hazard to persons or property on the premises, on adjoining property, or in the vicinity of its location, that the sign will comply with all then current requirements of a building or other construction codes and this article, and that the sign will withstand one hundred (100) miles per hour winds. During the performance of work under a permit issued for such a sign, a Registered South Carolina Architect or Engineer shall inspect the sign on an ongoing basis during various stages of work so as to assure that the work is proceeding in accordance with the standards and the proposal on the application and, upon completion of the work such architect or engineer shall conduct a final inspection and specially certify that, based upon his/her inspections, the sign has in fact been constructed in accordance with such application. It shall be the responsibility of the applicant to see that such certification is made and to file the original of said certification with the city building department within thirty (30) days after the completion of all work under the permit and, in all cases, within seven (7) months from the date of issuance of the permit.

Section 7-3. - Inspections for compliance:

The zoning administrator and/or other appropriate city officials may make or require inspections of any land disturbing activity, construction or maintenance requirement to ascertain compliance with approved permit applications, plats and/or plans.

(Ord. No. 1998-84, 9-24-98)

Section 7-4. - Complaints regarding violations:

Whenever a violation of this ordinance occurs, or is alleged to have occurred, the zoning administrator or other appropriate city official shall record and investigate such complaint, and take such action as provided by this ordinance. Complaints may be filed in writing or verbally, stating fully the cause and basis thereof.

(Ord. No. 1998-84, 9-24-98)

Section 7-5. - Penalties for violation:

The owner or owners of any buildings or premises or any part thereof, where anything in violation of the zoning ordinance of the City of North Charleston shall be placed or shall exist, and any architect, builder or contractor who may be employed to assist in the commission of any such violation and all persons who shall violate any of the provisions of the zoning ordinance of the City of North Charleston or fail to comply therewith or with any requirements thereof, or who shall be punishable by a fine not exceeding five hundred dollars ($500.00) or by imprisonment for a term not exceeding thirty (30) days or both. Each day such violation continues shall constitute a separate offense.

(Ord. No. 1998-84, 9-24-98)

Section 7-6. - Right of appeal:

Any decision or determination by the zoning administrator or other administrative official may be appealed to the board of zoning appeals.

(Ord. No. 1998-84, 9-24-98)

Section 7-7.1. - Establishment of zoning board of appeals:

A zoning board of appeals is hereby established. Said board shall consist of seven (7) members, who shall be residents of North Charleston and shall be appointed by the mayor with the approval of a majority of city council for overlapping terms of three (3) years. Any vacancy in the membership shall be filled for the unexpired term in the same manner as the initial appointment. Members shall serve without pay but may be reimbursed for any expenses incurred while representing the board. A member may be removed for cause at the request of the mayor with approval by a majority of city council. None of the members shall hold any other public office or position within the municipality or county.

(Ord. No. 1998-81, 9-24-98; Ord. No. 2009-21, 5-14-09)

State Law reference— Similar provisions, S.C. Code Ann., § 6-29-780.

Section 7-7.2. - Board of zoning appeal; officers, rules and procedures:

(a) The board of appeals shall elect a chairman from its members who shall serve for one year or until reelected or until their successors are elected. The board shall appoint a secretary, who may be a city officer, an employee of the city, a member of the planning commission or a member of the board of appeals. Meetings of the board must be held at the call of the chairman and at such other times as the board may determine. Meetings shall be open to the public and public notice of all meetings of the board of appeals shall be provided by publication in a newspaper of general

circulation in the municipality or county. In cases involving variances or special exceptions, conspicuous notice shall be posted on or adjacent to the property affected with at least one such notice being visible from each public thoroughfare that abuts the property. The chairman, or in his or her absence, the acting chairman, may administer oaths and compel the attendance of witnesses by subpoena. The board shall keep minutes of its proceedings, showing the vote of each member upon each question, or in the absence of failing to vote, indicating that fact, and shall keep records of its examinations and other official actions, all of which must be immediately filed in the office of the board and must be a public record.

(b) Decisions of the board of zoning appeals. The concurring vote of four (4) members of the board of appeals shall be necessary to reverse any order, requirement, decision or determination of the zoning administrator or to decide in favor of the applicant on any matter upon which it is required to pass under the article or to affect any variation of this article.

(c) Appeals to the board of zoning appeals shall be initiated by filing with the zoning administrator and with the board of appeals notice of said appeal specifying the grounds thereof and accompanied by an application fee of seventy-five dollars ($75.00) to cover administrative costs (advertising). The zoning administrator shall forthwith transmit to the board all papers constituting the record upon which the action appealed from was taken.

(Ord. No. 1998-81, 9-24-98; Ord. No. 2011-037, 7-28-2011)

State Law reference— Similar provisions, S.C. Code Ann., § 6-29-790

Section 7-7.3. - Powers of the board of appeals; variances; special exceptions; stays; hearings; decisions and orders:

(a) The board of appeals has the following powers:

(1) To hear and decide appeals where it is alleged there is error in an order, requirement, decision, or determination made by an administrative official in the enforcement of the zoning ordinance;

(2) To hear and decide appeals for variance from the requirements of the zoning ordinance when strict application of the provisions of the ordinance would result in unnecessary hardship. A variance may be granted in an individual case of unnecessary hardship if the board makes and explains in writing the following findings:

a. There are extraordinary and exceptional conditions pertaining to the particular piece of property;

b. These conditions do not generally apply to other property in the vicinity;

c. Because of these conditions, the application of the ordinance to the particular piece or property would effectively prohibit or unreasonably restrict the utilization of the property; and

d. The authorization of a variance will not be of substantial detriment to adjacent property or to the public good, and the character of the district will not be harmed by the granting of the variance.

(i) The board may not grant a variance the effect of which would be to allow the establishment of a use not otherwise permitted in a zoning district, to extend physically a nonconforming use of land, or to change the zoning district boundaries shown on the official zoning map. The fact that property may be utilized more profitably, should a variance be granted, may not be considered grounds for a variance. Other requirements may be prescribed by the zoning ordinance.

A local governing body by ordinance may permit or preclude the granting of a variance for a use of land, a building or a structure that is prohibited in a given district, and if it does permit such a variance, it may require the affirmative vote of two-thirds (⅔) of the local adjustment board members present and voting. Notwithstanding any other provision of this section, the local governing body may overrule the decision of the local board of adjustment concerning a use variance.

(ii) In granting a variance, the board may attach to it such conditions regarding the location, character, or other features of the proposed building, structure, or use as the board may consider advisable to protect established property values in the surrounding area, or to promote the public health, safety or general welfare;

(3) To permit uses by special exception subject to the terms and conditions for the uses set forth for such uses in the zoning ordinance; and

(4) To remand a matter to an administrative official, upon motion by a party or the board's own motion, if the board determines the record is insufficient for review. A party's motion for remand may be denied if the board determines that the record is sufficient for review. The board must set a rehearing on the remanded matter without further public notice for a time certain within sixty (60) days unless otherwise agreed to by the parties. The board must maintain a list of persons who express an interest in being informed when the remanded matter is set for rehearing, and notice of the rehearing must be mailed to these persons prior to the rehearing.

(5) To hear and decide appeals where it is alleged that there is error in an order, requirement, decision, or determination made by an administrative official in the enforcement of the Olde North Charleston Historic District and/or Neighborhood Conservation District.

(6) To review applications for certain work at sites within the Olde North Charleston Historic District and/or Neighborhood Conservation District in order to determine whether the specific proposed activity conforms to the principles and requirements of the Historic District and/or Conservation District.

(b) Appeals to the board may be taken by any person aggrieved or by any officer, department, board or bureau of the municipality or county. The appeal must be taken within a reasonable time, as provided by the zoning ordinance or rules of the board, or both, by filing with the officer from whom the appeal is taken and with the board of appeals notice of appeal specifying the grounds of it. If no

time is provided, the appeals must be taken within thirty (30) days from the date the appealing party has received actual notice of the action from which the appeal is taken. The officer from whom the appeal is taken immediately shall transmit to the board all the papers constituting the record upon which the action appealed from was taken.

(c) An appeal stays all legal proceedings in furtherance of the action appealed from, unless the officer from whom the appeal is taken certifies to the board, after the notice of appeal has been filed with him, that by reason of facts stated in the certificate a stay would, in his opinion, cause imminent peril to life and property. In that case, proceedings may not be stayed otherwise than by a restraining order which may be granted by the board or by a court of record on application, on notice to the officer from whom the appeal is taken, and on due cause shown.

(d) The board shall fix a reasonable time for the hearing of the appeal or other matter referred to it, and give at least fifteen (15) days' public notice of it in a newspaper of general circulation in the community, as well as due notice to the parties in interest, and decide the same within a reasonable time. At the hearing any party may appear in person or by agent or by attorney.

(e) In exercising the above power, the board of appeals may, in conformity with the provisions of this chapter, reverse or affirm, wholly or in part, or may modify the order, requirements, decision, or determination, and to that end shall have all the powers of the officer from whom the appeal is taken and may issue or direct the issuance of a permit. The board in the execution of the duties specified in this chapter may subpoena witnesses and in case of contempt may certify this fact to the circuit court having jurisdiction.

(f) All final decisions and order of the board must be in writing and be permanently filed in the office of the board as a public record. All finds of fact and conclusions of law must be separately stated in final decisions or orders of the board which must be delivered to parties of interest by certified

(Ord. No. 1998-81, 9-24-98; Ord. No. 2008-23, 4-24-08; Ord. No. 2021-058, Exh. A, 8-28-2021)

State Law reference— Similar provisions, S.C. Code Ann., § 6-29-800.

Section 7-7.4. - Contempt; penalty:

In case of contempt by a party, witness, or other person before the board of appeals, the board may certify this fact to the circuit court of the county in which the contempt occurs and the judge of the court, in open court or in chambers, after hearing, may impose a penalty as authorized by law.

(Ord. No. 1998-81, 9-24-98)

State Law reference— Similar provisions, S.C. Code Ann., § 6-29-810.

Section 7-7.5. - Appeal from zoning board of appeals to circuit court:

A person who may have a substantial interest in any decision of the board of appeals or any officer or agent of the appropriate governing authority may appeal from a decision of the board to the circuit court in and for the county by filing with the clerk of the court a petition in writing setting forth plainly, fully, and distinctly why the decision is contrary to law. The appeal must be filed within thirty (30) days after the decision of the board if mailed.

(Ord. No. 1998-81, 9-24-98)

State Law reference— Similar provisions, S.C. Code Ann., § 6-29-820.

Section 7-7.6. - Notice of appeal; transcript; supersedeas:

(a) Upon the filing of the appeal, the clerk of the circuit court shall give immediate notice of it to the secretary of the board and within thirty (30) days from the time of the notice the board shall file with the clerk a certified copy of the proceedings held before the board of appeals, including a transcript of the evidence heard before it, if any, and the decision of the board including its findings of fact and conclusions.

(b) The filing of an appeal in the circuit court from a decision of the board shall not ipso facto act as a supersedeas, but the judge of the circuit court may in his discretion grant a supersedeas upon such terms and conditions as may seem reasonable and proper.

(Ord. No. 1998-81, 9-24-98)

State Law reference— Similar provisions, S.C. Code Ann., § 6-29-830.

Section 7-7.7. - Determination of appeal; costs:

At the next term of the circuit court or in chambers, upon ten (10) days' notice to the parties, the presiding judge of the circuit court of the county shall proceed to hear and pass upon the appeal on the certified record of the board proceedings. The findings of fact by the board of appeals shall be treated in the same manner as a finding of fact by a jury, and the court may not take additional evidence. In the event the judge determines that the certified record is insufficient for review, the matter may be remanded to the zoning board of appeals for rehearing. In determining the questions presented by the appeal, the court shall determine only whether the decision of the board is correct as a matter of law. In the event that the decision of the board is reversed by the circuit court, the board is charged with the costs, and the costs must be paid by the governing authority which established the board of appeals.

(Ord. No. 1998-81, 9-24-98)

State Law reference— Similar provisions, S.C. Code Ann., § 6-29-840.

Section 7-7.8. - Appeal to Supreme Court:

A party in interest who is aggrieved by the judgment rendered by the circuit court upon the appeal may appeal in the same manner as provided by law for appeals from other judgments of the circuit court in law cases.

(Ord. No. 1998-81, 9-24-98)

State Law reference— Similar provisions, S.C. Code Ann., § 6-29-850.

Section 7-7.9. - Savings clause:

After the effective date of this act, all laws repealed or amended by this act must be taken and treated as remaining in full force and effect for the purpose of sustaining any pending or vested rights, civil action, special proceeding, criminal prosecution or appeal existing as of the effective date of this act and for the enforcement of rights, duties, penalties, forfeitures and liabilities as they stood under the appealed or amended laws.

(Ord. No. 1998-81, 9-24-98)

Section 7-8. - Amendments:

(a) *Authority:* This ordinance, including the official zoning map, may be amended from time to time by the city council as herein specified, by no amendment shall become effective unless it shall have been proposed by or shall have first been submitted to the planning commission for review and recommendation.

(b) *Procedure.*

(1) *Initiation of amendments:* A proposed amendment to the zoning ordinance may be initiated by the planning commission, city council, or by application filed with the planning commission, filed by the city zoning administrator, or the owner or owners of any property proposed to be changed. No proposed amendment shall be initiated affecting the same parcel or parcels of property or any part thereof, and requesting the same change in district classification by a property owner or owners more often than once every twelve (12) months; provided, however, that the previously referenced twelve (12) month rule shall not apply in instances in which the applicant voluntarily withdraws or consents to the withdrawal of the proposed amendment prior to final decision by city council. Amendment applications made subsequent to a prior withdrawal shall begin the rezoning process at the application filing stage.

(2) *Application procedure:* Application forms for amendments shall be obtained from the city department of planning and management. Completed forms, together with an application fee of seventy-five dollars ($75.00) to cover administrative costs, (advertising) plus any additional information the applicant feels to be pertinent, will be filed with the department of planning and management. The previously mentioned seventy-five dollars ($75.00) application fee shall be waived, however, in instances in which the rezoning request is filed in conjunction with a

simultaneous petition for annexation. Any communication purporting to be an application for an amendment shall be regarded as mere notice to seek relief until it is made in the form required. Applications for amendments must be received in proper form at least forty-five (45) days prior to the planning commission meeting in order to be heard at that meeting. A copy of all forms shall be forwarded by the department of planning and management to the municipal clerk within three (3) working days of their initial submission.

(3) *Review by the planning commission:* All papers and other data supplied by the applicant on behalf of the amendment request shall be transmitted to the planning commission. The planning commission, at regular meetings, shall review and conduct an advertised public hearing; provided, however, that council may in its discretion conduct an advertised public hearing in addition to or in lieu of such an advertised hearing by the planning commission. After so doing, the planning commission shall prepare a report, including its recommendation. This report shall be submitted to city council. All meetings of the planning commission shall be open to the public. At a meeting, any party may appear in person or by agent or by attorney.

(4) *Report of the planning commission:* Following its advertised public hearing and its review of the proposed amendment, the planning commission shall reach a decision regarding said amendment and report its findings and recommendation to city council for final action. The planning commission shall have thirty (30) days within which to submit its report. If the Planning Commission fails to submit a report within the thirty-day period, it shall be deemed to have approved the proposed amendment. No change in or departure from the text or maps as recommended by the planning commission may be made at council unless such change or departure is first returned to the planning commission for review and recommendation.

(c) *Notice of public hearing:* In scheduling a public hearing for a proposed zoning map and/or text amendment, notice of the time and place shall be published in a newspaper of general circulation in the city at least fifteen (15) days in advance of the scheduled public hearing or thirty (30) days in advance of the scheduled public hearing for amendments proposing a change to the comprehensive plan. Unless otherwise handled by council, the planning commission shall hold such hearing and include a report of the same along with its recommendation to city council.

(1) *Posting of property:* In cases involving rezoning, conspicuous notice shall be posted on or adjacent to the property affected, with at least one such notice being visible from each public thoroughfare that abuts the property. Such notice shall be posted at least fifteen (15) days prior to the announced hearing, indicating the nature of the proposed change, identification of the affected property, and time, date and place of hearing.

(d) *Action by city council:* The city council shall take action on the proposed amendment within sixty (60) days of receipt of the planning commission's recommendation of an application. If no action is taken by the city council within such time, the proposed amendment shall be considered denied, unless otherwise specified by council.

Following final action by city council, any necessary changes shall be made to the official zoning map and/or text. A written record of the type and date of such change shall be maintained by the clerk of council.

(e) *Effects on permits existing prior to amendments:* If any district or part of a district is hereafter transferred to another district by a change in the district boundaries by amendment as provided in this section, the provisions of this ordinance with regard to buildings, premises, or building permits existing prior to the time of such change shall continue to apply to those buildings, premises, or permits even though the area has been transferred to another zoning district.

(f) *Moratorium on issuance of building permits upon submission of proposed change:*

(1) Whenever a proposal for a change in zoning classification has been formally submitted by the owner or owners of property in accordance with the procedures set forth in this section, or whenever any change to a zoning classification, requirement, or ordinance has been approved by the planning commission and submitted to the city council for its consideration, no building permits shall thereafter be issued for properties affected by the proposed change until the city council has rendered its official decision regarding the change unless the permit applied for would be allowed under both the existing zoning provisions and the provisions of the zoning ordinance as they are proposed to be modified.

(2) Whenever, in the ninety (90) days preceding the date of a building permit, site disturbance permit, or other land development/use permit application, an amendment to the comprehensive development plan has been adopted and that comprehensive development plan amendment is such that a property's existing zoning designation is not consistent with the zoning designation indicated by the amended comprehensive development plan, no permit shall issue unless the permit applied for would be allowed under both the exiting zoning classification and the zoning classification indicated in the comprehensive development plan amendment.

(g) *Savings clause.* After the effective date of this act, all laws repealed or amended by this ordinance must be taken and treated as remaining in full force and effect for the purpose of sustaining any pending or vested right, civil action, special proceeding, criminal prosecution, or appeal existing as of the effective date of this ordinance and for the enforcement of rights, duties, penalties, forfeitures, and liabilities as they stood under the repealed or amended laws.

(Ord. No. 1998-84, 9-24-98; Ord. No. 2000-032,6-22-00; Ord. No. 2001-074, 11-20-01; Ord. No. 2001-091, 12-27-01; Ord. No. 2002-083, §§ I, II 11-26-02; Ord. No. 2006-07, § 3, 3-23-06; Ord. No. 2014-018, 3-27-2014; Ord. No. 2017-036, 5-25-2017)

ARTICLE VIII. - SIGN REGULATIONS

Footnotes:
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Editor's note— *Ord. No. 2005-59, § I, approved Oct. 13, 2005, amended art. VIII in its entirety to read as herein set out. Formerly, said article pertained to similar subject matter as enacted by Ord. No. 1986-1, adopted Feb. 13, 1986. See the Code Comparative Table for a detailed analysis of amendment.*

Section 8-1. - Findings of fact and purpose:

In adopting this article, the city council makes findings and states its purposes and intent as follows:

a. The purpose of this article is to provide comprehensive regulations for signage within the City of North Charleston that will eliminate confusing, distracting and unsafe signs, assure the efficient transfer of information; and enhance the visual environment of the City of North Charleston and enhance traffic safety. It is declared that the regulation of signs within the City of North Charleston is necessary and in the public interest.

b. A complete ban on billboards, leaving open the possibility of relocation of existing billboards, will foster overall improvement to the aesthetic and visual appearance of the city, preserve and open up areas for beautification on property adjoining the public roadways, reduce visual clutter, enhance the City of North Charleston as an attractive place to live and work, reduce blighting influences, and improve traffic safety by reducing driver distractions.

c. The most direct and perhaps the only effective approach to dealing with the issues created by signage within the city is to regulate signs in the manner set forth within this article. These regulations reflect the necessity of compromise in order to strike the most appropriate balance of competing interests.

d. Billboards and other signs visible from roadways are often intended to, and do, divert a driver's attention from the roadway. Pleasurable views exist that can be enjoyed from roadways. The presence of signs in general, and billboards in particular, diminishes these views and diminishes the public's experience in traversing the city's roadways.

e. Signs are important to those who wish to communicate ideas and messages, and to those who use such information.

f. If left unregulated, signs would likely proliferate and develop in such a way as to visually blight the community and create eyesores.

g. Rather than banning all signs visible from roadways, city council enacts these regulations to strike the most efficient and desirable balance of the competing interests.

h. To preserve and protect the quiet and relaxing atmosphere of residential neighborhoods, commercial elements should be highly restricted in such areas. In contrast, in business and industrial zones, it is appropriate to allow signs which serve the communication needs appropriate to such areas, so as to protect and preserve their vital character. The regulations of this article are intended to accomplish these goals.

i.

Certain signs are required by law, such as traffic control signs, informational signs on governmental buildings and public transportation facilities, and legally required notices. This article allows such signs to perform their necessary functions.

j. To concurrent regulation by the city and by other governmental units; in such situations, the city regulates within its sphere and does not interfere with the proper jurisdiction of over governmental units.

k. Emergency responders (i.e., police, fire, ambulance, poison/animal control) need street numbering/address/identification signs to locate persons and buildings needing services. Similarly, the ability to readily identify curb cuts and to designate traffic flow within parking lots and other areas is essential for community safety. This article allows such signs.

l. Signs greater than thirty-two (32) square feet in area are building structures and could pose a risk to public safety if they were to collapse or fall. The cost (both in dollars and in limitations on communication) of simple regulatory safeguards, such as building plan review, required fallzones, and required setbacks is minimal. Council thus finds it appropriate to employ such methods to protect the public.

m. Without some form of tracking system to monitor temporary signs, the enforcement of the temporary sign rules would likely be administratively burdensome. Temporary signs of less than nine (9) square feet pose de minimis concerns. However, people posting larger temporary signs should register the signs with the city so as to facilitate city monitoring of the permitted display period(s) associated with such signs. Any minor inconvenience associated with the registration of large temporary signs is more than offset by the public benefit of improved regulatory enforcement.

n. Some streets within North Charleston have historically been relatively free of billboards, thus preserving certain pleasurable vistas. Some roadways, due to the presence of non-sign-based distractions, complexity, or other unique attributes may be less appropriate for signs than other roads within the city. This article strikes a balance of these interests by allowing signs on certain roadways and by limiting the size, number, or presence of signs.

o. Council finds that enforcement of amortization schemes to remove non-conforming signs can be time consuming and a burden on governmental resources, particularly if not undertaken in a step-wise fashion. Accordingly, the council finds it appropriate to proceed in a step-wise fashion in the manner set forth in section 8-11. The categories of signs selected initially for amortization were selected based upon the council's assessment of the relative benefit from removal of such sign types, and based on council's assessment of the expected amortization enforcement costs (individually and in the aggregate) associated with these sign types.

p. The statements in this section merely summarize the council's findings, purposes, intent and rationales, and are not a verbatim recitation of them. This summary is not intended to be exhaustive or exclusive.

(Ord. No. 2005-59, § I, 10-13-05)

Section 8-2. - Basic principles:

The principles, policies, rules and regulations stated in this section (the "basic principles") apply to all signs within the regulatory scope of this article and to all provisions of this article, and override more specific provisions to the contrary.

a. *Regulatory scope.* This article regulates signs, as defined herein, which are located on private property or on public property owned or controlled by public entities over which the City of North Charleston has land use regulatory authority. The city's policies for private party display of signs on city property are stated in another article.

b. *Administration authority.* The director is authorized and assigned the duty of enforcing all provisions of this article.

c. *Compliance and permits.* No person shall construct, erect, place, display or maintain any sign in violation of this article. To ensure compliance with this article, a sign permit shall be required for all signs, except as provided herein.

d. *Administrative interpretations.* All interpretations of this article are to be exercised in light of the city's message neutrality and message substitution policies stated in this section. Where a particular type of sign is proposed in a permit application, and the type is neither expressly allowed nor prohibited by this article, or whenever a sign does not qualify as a "structure" as defined in the building code, then the director shall approve, conditionally approve, deny, or disapprove the application based on the most similar sign type, using physical and structural similarity, that is expressly regulated by this article.

e. *Message neutrality.* It is the city's policy and intent to regulate signs in a manner which is consistent with the speech freedoms of both the United States and South Carolina constitutions, as construed by the courts. The director shall seek the input and advice of the city attorney regarding court decisions for guidance in interpreting and applying this article.

f. *Message substitution.* Subject to the property owner's consent, any noncommercial message may be substituted, in whole or in part, for any allowed commercial message or any noncommercial message, provided that the sign structure or mounting device is legal without consideration of message content. Such substitution of message may be made without any additional approval or permitting. The purpose of this provision is to prevent any favoring of commercial speech over non-commercial speech, or favoring of any particular noncommercial message over any other noncommercial message. This provision does not create a right to increase the total amount of signage on a parcel; does not create a right to substitute an off-site commercial message in place of an on-site commercial message or a non-commercial message; does not affect the requirement that a sign structure or mounting device be properly permitted; and does not authorize changing the physical method of message display without a permit.

g. *Purpose of permitting.* All permitting and approval processes required by this article are intended to ensure compliance with this article and various safety codes, as well as to prevent the loss of time, effort, materials and investment which might otherwise be invested in an illegal sign.

h. *Non-communicative aspects of signs.* All rules and regulations concerning the non-communicative aspects of signs including, but not limited to, location, size, allowable area, height, illumination, spacing between signs, orientation and density, are enforceable independently of any permit or approval process. Any sign which is constructed in violation of the regulations and rules concerning the non-communicative aspects of signs cannot be legalized by the passage of time, regardless of what messages may or may not be displayed on such signs.

i. *Billboard policy.* It is the policy of the city to completely prohibit the construction, erection, or use of any and all new or additional billboards (as defined herein), other than those which legally exist in the city, or for which a valid permit has been issued and has not expired, as of the date on which this provision, or when a prior version of this article containing this same provision, was adopted. In approving this article, the city council affirmatively declares that its billboard policy is a fundamental land use policy, and that it would have adopted this billboard policy even if it were the only provision in this article. The city council intends for this billboard policy to be severable and separately enforceable even if other provision(s) of this article may be declared, by a court of competent jurisdiction, to be unconstitutional, invalid, or unenforceable. This provision does not prohibit agreements to relocate presently existing billboards to a location within one of the billboard plazas identified herein.

j. *Property owner's consent.* No sign may be displayed on private property or other regulated land without the property owner's consent.

k. *Sign related rights and duties.* Sign related rights and duties apply to specific uses at specific locations and cannot be transferred from one location to another. This provision does not modify or affect the law of fixtures, sign-related provisions in private leases regarding signs (so long as they are not in conflict with this article or other law), or the ownership of sign structures.

l. *Master sign program/precise plans.* Master sign programs for specific developments, planned developments, specific plans, and precise plans, as well as special sign districts or sign-related overlays, when duly approved by the city, may modify the rules stated in this article only as to the non-communicative aspects of signs, but may not override or modify any of the basic principles stated in this section. All of the provisions of this section shall automatically apply to and be deemed a part of any master sign program, precise plan, sign district or sign-related overlay zoning which is approved after the date on which this provision, or a prior version of this article containing the same provision, was adopted.

m.

Mixed use zoning districts. For purposes of this article in zoning districts allowing both residential and nonresidential uses, all legal residential uses shall be treated as if they were located in a residential district which would allow a residential unit of the same type (i.e., single family residence and/or multifamily residence), and all legal nonresidential uses shall be treated as if they were located in a nonresidential district allowing nonresidential uses of the same type.

n. *Severance.* If any provision of this article or the application thereof is held by a court of competent jurisdiction to be invalid or unenforceable, such invalidity shall not affect any other provision or application of this article that can be given effect without the invalid provision or application and, to this end, all of the provisions of this article are severable.

(Ord. No. 2005-59, § I, 10-13-05)

Section 8-3. - Definitions:

[The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:]

Abandoned sign: A sign which no longer correctly directs attention to, or exhorts any person, advertises a current message or a bona fide business, lessor, owner, product or activity conducted or product available.

Accessory use: A use subordinate to the principal use on the same parcel, site or building and serving a purpose customarily incidental to the principal use.

Billboard: a sign which meets any of the following criteria:

(1) A permanent structure sign, with a display face exceeding thirty-two (32) square feet, which is used for the display of offsite commercial messages;

(2) A permanent structure sign, with a display face exceeding thirty-two (32) square feet, which constitutes a separate or secondary use, as opposed to an accessory use, of the parcel on which it is located;

(3) An outdoor sign with a display face greater than thirty-two (32) square feet on which display space is made available to parties, other than the owner or operator of the sign or occupant of the parcel, in exchange for a rent, fee or other consideration; or

(4) A sign, with a display face exceeding thirty-two (32) square feet, which is used for general advertising purposes.

BOZA: City of North Charleston Board of Zoning Appeals.

Changing image sign: A sign on which the graphic image or display copy regularly changes. Examples include multi-prism displays and automated video displays.

Commercial mascot: A person or animal dressed or decorated with commercial costuming or imagery and used for commercial promotion purposes. Sign spinners, sign clowns, sign twirlers and persons or animals holding or personally attending commercial message signs are included within this definition.

Commercial message: A message on a sign that identifies, advertises, or attracts attention to an establishment, product, service, or activity, or that concerns the economic interests of the sign sponsor or audience, or which proposes an economic transaction. This definition is to be interpreted in light of relevant court decisions.

Construction sign: A sign displayed on the site of a construction development project during the period of time which commences when the last necessary permit is issued and continues until the issuance of the earliest of a certificate or notice of completion, final inspection or certificate of occupancy, or the functional equivalent of any of them.

Designation sign: A ground or wall sign which identifies a building, multi-use development, governmental or institutional facility or retail center.

Director: The zoning administrator or designee.

Directional or *instructional sign:* A sign which provides instruction or direction information, such as identifying restrooms, public telephones, walkways, direction to parking lot entrances and exits.

District: An area designated on the city zoning map that is subject to zoning rules. See zoning district.

Drive-through service sign: A sign mounted on the premises of an establishment which provides goods or services to customers or clients while they are in their vehicles, and which is a part of such drive-through service.

Establishment: Any non-residential, legal use of land which involves the use of structures subject to the building code and the presence of human beings on the premises. By way of example and not limitation, this definition includes businesses, factories, farms, schools, hospitals, hotels and motels, offices and libraries but does not include single family homes, mobile family homes, residential apartments, residential care facilities, residential condominiums or industrial or utility facilities which are usually unattended.

Flashing sign: Any sign which uses an intermittent or flashing light by means of animation, or an externally mounted intermittent light source which varies in intensity so as to produce a flashing image.

Freestanding sign. A sign supported by one or more uprights, posts, or bases placed upon or affixed in the ground and not attached to any part of a building. There are two (2) main types: monument and pole.

Gateway style sign pairs: A type of freestanding or wall-mounted on-site announcement sign positioned at one or both sides of the primary entrance/exit of a commercial or industrial park or residential development.

General advertising: The business of promoting other businesses or causes using methods of advertising, in contrast to self-promotion or onsite advertising. As to signs, the sign owner makes display space available to other parties in exchange for a fee or other consideration.

Ground sign: a low-profile freestanding sign erected with its base on the ground. Also known as monument sign.

Industrial center: A group of industrial uses served by common parking facilities which are either (a) linked by a common plan/design between buildings; or (b) contained within a single building; regardless of common or separate ownership of parcels, buildings, or floorspace.

Inlaid signs or *tablets:* A sign face cut into any masonry surface or inlaid so as to be part of the building.

Interim sign: A sign installed and displayed in lieu of permanent signage, during the time period that permanent signage is being designed, constructed, installed and inspected.

Interior sign: A sign located inside of a building and principally intended to convey information to those within the building envelope.

Nameplate: A sign which identifies the name and/or address of a building, establishment or occupant.

Non-communicative aspects: Those aspects of a sign which do not constitute a part of the sign copy or display. These include, but are not limited to, physical structure or mounting device, location, orientation, spacing, density, visibility and view obstruction, size, allowable area height and illumination.

Nonconforming sign: A sign that conformed to the law in effect at the time of original construction, but which does not conform to the provisions of this article.

Off-site sign: A sign communicating a commercial message which concerns products, services, activities or facilities not located on, or inherently associated with, the premises where the sign is installed. The on-site/off-site distinction applies only to commercial messages.

On-site sign: A sign communicating a commercial idea or message or identifying or advertising an establishment, business, person, or activity, or goods, products, services or facilities located or available on the premises, or inherently associated with the premises (or occupant thereof) where the sign is installed. The on-site/off-site distinction applies only to commercial messages.

Person: Any individual, corporation, association, firm, partnership, limited liability company and other legally recognized entities, singular or plural.

Pole sign: a type of freestanding sign which is supported by one or more columns, poles, uprights, or braces in or upon the ground, and is not attached to a building.

Portable sign: a sign which is easily moved from one location to another. Such signs may be mounted on wheels, on a person or animal, or be so designed and constructed that relocation is easy. Common examples include "A Frame," "sandwich board," and trailer signs.

Principal use: A principal use is the main or primary use of a parcel that is permitted under the district regulations in the City's zoning law. Unless the district regulations allow mixed uses, only one principal use may be made of a single parcel, along with uses that are accessory to that principal use. As to signs, if a principal use is a store, then the sign that announces the name of the store is an accessory use.

Projecting sign: A sign attached to and projecting from the wall of a building and not in the same plane as the wall.

Public notices and signs: Signs required or specifically authorized for a public purpose by any law (common law or statutory).

Roof sign: A sign that is attached to a building and is displayed above the eaves of the building. Provided, however, that where the roof is situated at an angle to a plane which is perpendicular to the building wall of not less than eighty (80) degrees and no more than one hundred (100) degrees, then such sign shall be regulated as a "wall sign."

Safety codes: Those codes adopted to protect the public health, safety and welfare by regulating the manner of development and construction including, but not limited to, building, grading, demolition, mechanical, plumbing and electrical regulations.

Separate use or *secondary use:* a land use which is neither the principal use of the particular parcel, nor incidental or accessory to the principal use. In the context of signs, a billboard used for general advertising, when located on a parcel that has a principal use, is a separate or secondary use.

Sign: Any structure or device which displays a visual image for the purpose of attracting attention and/or conveying information or a message, which is visible from any portion of the public right-of-way. However, notwithstanding the generality of this definition, the following are not within the definition:

a. Architectural features. Decorative or ornamental elements of buildings, not including letters, trademarks, or moving parts;
b. Cornerstones, foundation stones, and similar devices;
c. Cultural decorations. Displays of noncommercial nature, mounted on private residential property, which pertain to cultural and religious observances;
d. Fireworks;
e. Grave markers. Gravestones, insignia on tombs, mausoleums and other insignia of the deceased which such are part of a burial, interment, mausoleum or memorial site which is otherwise lawful;
f. Hot air balloons. Inflated balloons which carry persons but do not display general advertising images;
g. Manufacturers' marks. Marks on tangible products, such as trademarks and logos, which identify the maker, seller, provider or product, and which customarily remain attached to

the product or its packaging even after sale;

h. Mass transit. Advertisements or banners mounted on trains or duly licensed mass transit vehicles which legally pass through or circulate within the city;

i. Newsracks. Any self-service or coin-operated box, container, storage unit, fixture or other dispenser placed, installed or maintained for display and sale or other distribution of one or more newspapers, periodicals or other publications;

j. Noncommercial symbols integrated into architecture or landscaping. Symbols of noncommercial organizations or concepts including, but not limited to, religious or political symbols, when such are permanently integrated into the structure of a permanent building or its related landscaping, which is otherwise legal;

k. Official notices. Any public or legal notice required by law, a court or public agency;

l. Personal appearance. Items or devices of personal apparel, decoration or appearance, including apparel, tattoos, makeup, masks and costumes, but not including hand-held commercial signs or commercial mascot devices;

m. Special non-commercial event signage. Signs used in conjunction with special events, parades, demonstrations and protests;

n. Vehicle and vessel signs. On road vehicles, aircraft, and water craft: license plates, license plate frames, registration insignia, noncommercial messages, messages relating to the business or service of which the vehicle or vessel is an instrument or tool (not including general advertising) and messages relating to the proposed sale, lease or exchange of the vehicle or vessel;

o. Vending machines;

p. Shopping carts, golf carts, go carts, etc.;

q. Window displays consisting only of merchandise which is available for immediate purchase on the premises;

r. Interior signs.

Signable area, wall sign: A two-dimensional area that describes the largest square, rectangle, or parallelogram which is free of architectural details on the façade of a building or part of a building in which a use is located.

Shopping center: A group of retail stores and/or establishments served by common parking facilities which are either:

(a) Linked by a common plan/design between buildings; or

(b) Contained within a single building; regardless of common or separate ownership of parcels, buildings, or floorspace.

Temporary sign: A sign that is not permanently affixed or displayed. All devices such as banners, pennants, twirling or sandwich type signs, sidewalk or curb signs and balloons or other air-or gas-filled figures shall be considered temporary signs.

Use: Human activity conducted on land. For purposes of this article, unless the context otherwise requires, each parcel or building shall be considered as one use which shall include all activities located within that parcel or building.

Wall sign: A sign painted on or attached to a wall of a building and in the same plane as the wall. Also includes a roof sign on a roof that is at an angle to a plane which is perpendicular to the building wall of not less than eighty (80) degrees and no more than one hundred (100) degrees.

(Ord. No. 2005-59, § I, 10-13-05; Ord. No. 2014-022, 4-24-2014)

Section 8-4. - Permits, sign-related decisions and appeals:

a. *Permit required.* Unless otherwise provided in this article, no person shall install, erect, display, alter, move, or replace any non-exempt sign without first obtaining a sign permit issued by the city in accordance with this article. Except along highways and the interstate system or federal aid primary system, no permit is required for the routine maintenance or installation of temporary signs nine (9) square feet or smaller.

b. *Notices:* Written notices required within this article shall be deemed given on the earliest of the following: when actually delivered, one day after deposit with an overnight delivery service or three (3) days after mailing (first class postage). Notices are deemed effective when sent to the last known address of the addressee.

c. *Application process.* Any person seeking a permit for a sign, for which a permit is required under this article, shall submit to the director a written application for such sign permit or other sign-related decision. The director shall prepare a sign permit application form and provide it to any person on request. The same form may be used for both the application and the decision thereon. A single form may be used for multiple signs on the same site. A sign permit application is complete only when it is accompanied by the appropriate application fee, in an amount set by resolution of the city council. The form may call for the following information:

    1) Name, address and telephone number of the applicant and, if applicable, the name, address, and telephone number and license number, if any, of the sign contractor;

    2) Address and zoning district of the property where the sign is proposed to be displayed;

    3) Accurate and scaled site plan showing the location of property lines, buildings, parking areas, driveways, landscaped areas, utility poles and wires, and existing and proposed signs on the site;

    4) Accurate and scaled building elevation showing existing and proposed building signs (exempt signs need not be shown);

5) Accurate and scaled plans, details and samples showing the location, dimensions, materials and illumination of each proposed sign;

6) Existing and proposed sign area of each individual sign and the combined area of all signs (including those already existing or previously permitted) in relation to the maximum allowed sign area. Existing signage to be removed as part of the new sign installation shall be clearly designated as such;

7) Proof of the landowner's consent to the proposed sign;

8) The landowner's written consent to the proposed sign, which may be shown by signature on the application;

9) A statement as to whether the sign is intended to be used for commercial messages and, if so, whether the message(s) will qualify as "onsite" or offsite" or both, under the definitions of this article;

10) A statement or graphical description as to whether the sign, or any part of it, is to be used for changeable or changing copy;

11) A statement or graphical description as to whether the proposed sign, or any part of it, is proposed to utilize any of the following physical methods of message presentation: sound or odor; smoke or fumes or steam; rotating or moving elements; activation by wind or forced air; neon or other fluorescing gases; flashing or strobe lighting; liquid crystal displays or other video-like methods; use of live animals or living persons as part of the display;

12) A statement as to whether the property or parcel on which the sign is proposed to be erected or displayed, or any currently existing sign thereon, is the subject of any outstanding notice of zoning violation or notice to correct;

13) Photographs of the existing property, parcel and/or building on which the sign is proposed to be erected or displayed;

14) If the sign is to be illuminated, an electrical and lighting plan;

15) In the applicant's option, the graphical design of the proposed sign may be shown; however, this is not required and the city shall not consider this information as part of the decision process.

d. *Incomplete applications.* If the director finds that any application for a sign permit is incomplete, the applicant shall be so notified not more than thirty (30) calendar days after the application is received. The notice shall detail all known points of incompleteness. The applicant may resubmit the application in complete form without paying the application fee again, one time, within thirty (30) calendar days of when the notice of incompleteness is given. If the director fails to provide notice of incompleteness within thirty (30) calendar days, then the application shall be deemed complete as of the last day on which notice of incompleteness could have been timely given.

e.

An applicant for a permit to repair or erect a sign, other than a sign of less than thirty-two (32) square feet in area, shall also submit specifications for the construction of the sign and for its illumination and mechanical movement (if any) and, where required by the Standard Building Code, engineering documents signed and sealed by a registered design professional. In instances in which a signature by a registered design professional is required then a registered South Carolina architect or engineer shall inspect the sign on an ongoing basis during the various stages of work so as to assure that the work is proceeding in accordance with the standards and the proposal on the application and, upon completion of the work, such architect or engineer shall conduct a final inspection and specially certify that, based upon his or her inspections, the sign has in fact been constructed in accordance with such application. It shall be the responsibility of the applicant to see that such certification is made and to file the original of said certification with the city building department within thirty (30) days after the completion of all work under the permit and, in all cases, within seven (7) months from the date of issuance of the permit.

f. *Validity of permit.* The issuance or granting of a sign permit shall not be construed to be a permit for, or an approval of, any violation of any of the provisions of this article or of any other provision of this Code. Permits appearing to give authority to violate or cancel the provisions of this article or other provisions of this Code shall not be valid.

g. *Permits issued in error.* The issuance of a sign permit based on plans, specifications and other data shall not prevent the director from thereafter requiring the correction of errors in said plans, specifications and other data, or from preventing building operations being carried on thereunder when in violation of this article or of any other provision of this Code.

h. *Suspension or revocation of permit.* The director may, in writing, suspend or revoke a sign permit issued under the provisions of this article whenever the sign permit is issued in error or on the basis of incorrect information supplied, or in violation of any ordinance or regulation or any of the provisions of this article. Contested revocations under this section shall be heard and appealed in the same manner as any other sign-related decision.

i. *Review and appeal.* All matters of enforcement, interpretation and application of this article, including decisions on sign permits and all other all sign-related decisions, shall be made initially by the director as an administrative matter, with no public hearing required. The director's decision may be appealed to the BOZA and then further as provided by law. (See North Charleston Zoning Code Section 7-7.1, et seq. and S.C. Code Ann. 6-29-780 et seq. as the same may be amended or recodified from time to time.) In addition to the provisions of Section 7-7.1 of the Zoning Ordinances of the City of North Charleston, the following specific rules and procedures shall apply with respect to sign-related appeals:

    1) *Rules of decision.* The director shall approve all sign permit applications which fully comply with the requirements of this article and all other applicable laws, rules, regulations and requirements. For any sign permit application which does not comply with this article and all other applicable laws, the director shall deny the application and give notice of such decision

detailing the reasons for denial to the applicant not more than thirty (30) calendar days after the application is found or deemed complete. If such notice is not timely given, and the applicant does not waive time, then the application shall be deemed denied and the applicant shall be entitled to appeal the decision without paying the appeal fee.

2) *Perfecting appeal.* An appeal of a sign-related decision, including but not limited to a decision on a permit application, is effective when written notice thereof is delivered by an aggrieved party to the director and to the city clerk within the required time, on a form prescribed by the director, accompanied by any applicable appeal fee. The fee shall be in the amount set by resolution of the city council. The notice of appeal shall be signed by the aggrieved party, identifying the matter or decision appealed from and stating the grounds of appeal. All notices of appeal on all sign-related decisions must be filed with the city clerk within thirty (30) calendar days of when the appeal right arises.

3) *When appeal right arises.* Unless timeliness of decision is waived by the applicant or appellant, the right to appeal a sign-related decision arises at the earliest of: when written notice of the director's decision is effective under the "notice" provision; when personally delivered or mailed to the applicant; or the expiration of the time in which the director or BOZA is required to make a decision. Appeals to the circuit court shall be filed within the time limits and in the manner prescribed within S.C. Code Ann. 6-29-820 as the same may be amended or recodified from time to time.

4) *Timeliness of decision; waiver of time.* Unless otherwise provided, at each stage of review, all sign-related decisions shall be made within forty-five (45) calendar days. This time period begins at the earliest of when the permit application is complete, when a written request for interpretation has been received, or when the appeal has been timely and properly filed, as applicable. When any such decision is not made within the required time, and the applicant or appellant does not waive time, then the application or appeal shall be deemed denied and the applicant or appellant shall have the immediate right to appeal to the next level of review. The timeliness requirement may be waived by the applicant or appellant at any stage of the process.

5) *Maintenance of status quo.* While any sign-related decision is pending, the status quo shall be maintained until the review or appeal has run its full course, unless the subject sign is in such physical condition that it presents a serious and immediate threat to the public health and safety, in which case it may be summarily abated as a public nuisance, pursuant to applicable law.

6) *Hearing and decision on appeal.* When any sign-related decision is timely appealed to the BOZA that body shall hold a duly noticed hearing on the matter, hear arguments and take evidence and decide the matter within the required time period, unless the applicant or appellant waives time. The decision shall be in writing and shall state facts from the record which support any

findings made. The proceedings of the BOZA shall be conducted in accordance with City Code Sections 7-7.1 et seq. (unless otherwise modified within this section) and S.C. Code Ann. 6-29-780 et seq. as the same may be amended or recodified from time to time.

j. *Judicial review.* Following exhaustion of all available appellate procedures within the city, any applicant or appellant may seek judicial review of the city's final decision on any permit application or any other sign-related decision. Circuit court appeals shall be prosecuted under the rules set forth in Section 7-7.1 et seq. (unless otherwise modified within this section) and S.C. Code Ann. 6-29-780 et seq. as the same may be amended or recodified from time to time. Expedited circuit court review and decision shall be provided as specified in Section 6-29-840. This provision does not limit an appellant or applicant's ability to seek judicial review by other means.

(Ord. No. 2005-59, § I, 10-13-05; Ord. No. 2007-55, 8-23-07; Ord. No. 2014-022, 4-24-2014)

Section 8-5. - General sign provisions:

The following regulations shall apply to all signs within the City of North Charleston.

a. All signs not meeting the standards set forth in this ordinance [article], the city's duly adopted building code, and the city's duly adopted electrical code are prohibited unless specifically permitted by this ordinance [article].

b. Setback required: Any structure which supports a sign, including decorative cover, may not be located within five (5) feet of the front property line, except that at intersecting streets such structures must be set back ten (10) feet from the property line. Unless otherwise specified elsewhere in this ordinance, the sign face may project out to within eighteen (18) inches of the property line, and a clear space of not less than nine (9) feet shall be provided below all parts of the projecting sign face.

c. In addition to the regulations contained in this article, signs must also comply with encroachment rules where applicable.

d. Interplay with other city sign regulations. Should the provisions set forth herein in this article "sign regulations" differ from sign regulations set forth elsewhere within the ordinances of the City of North Charleston, it is the intent of council that the more strict of the standards be applied unless a contrary intention is expressly stated within such conflicting ordinance.

e. Sign face area—Measurement.

1) The area of a sign enclosed in frames or cabinets is determined by measuring the outer dimensions of the frame or cabinet surrounding the sign face (Illustration 1). Sign area does not include foundations or supports. Only one side of a double-faced, freestanding sign is counted.

2) For signs on a base material and attached without a frame, such as a wood board or plexiglass panel, the dimensions of the base material are to be used in the measurement

unless it is clear that part of the base contains no sign related display or decoration.

3) For signs constructed of individual pieces or letters attached to (or painted on) a building wall or window, sign area is determined by a perimeter drawn around all the pieces (Illustration 2).
4) For sign structures and wall signs containing multiple modules, the sign face shall be calculated by reference to the area of the rectangle, which, if drawn, would fully encompass all sign modules. (See Exhibit [Illustration] 3). For sign structures containing modules oriented to face in a different directions, the area shall be the sum of the areas (as calculated herein above) for each orientation (See Exhibit [Illustration] 3.1). Only one side of a double-faced sign shall be counted for each orientation. Modules shall be treated as provided within this subsection without regard to whether or not the modules are of the same type (i.e. modules shall be combined for calculation even if one module is a window sign and the other is a wall sign).
5) The surface area of spherical signs shall be calculated by the formula 4;pi;r ^{2} . The surface area for non-spherical three-dimensional signs shall be computed by appropriate mathematical formula to reflect the total surface area of the sign. For purposes of this sub-section, signs which are otherwise two-dimensional except for a minimal width necessary for manufacture or for the purposes of internal illumination shall not be considered 3-D signs so long as no advertising message appears on more than two (2) faces.
6) For signs incorporated into awnings, the entire panel containing the sign is counted as the sign face unless it is clear that part of the panel contains no sign related displays or decoration.

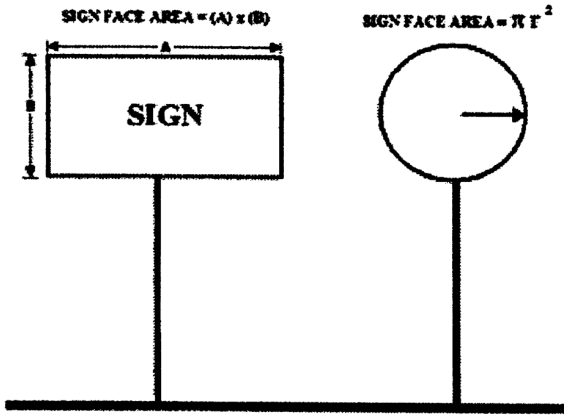

Illustration 1

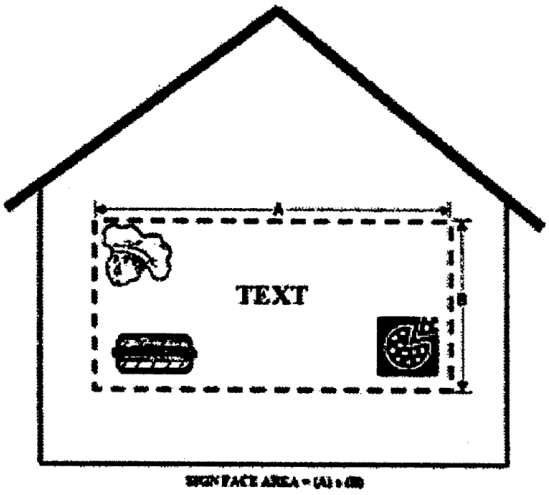

Illustration 2

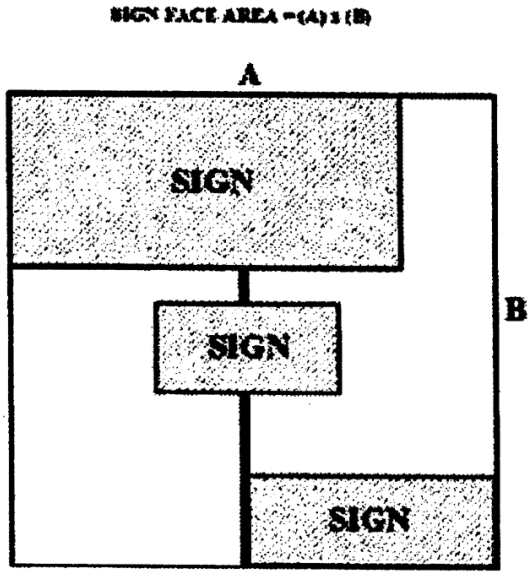

Illustration 3

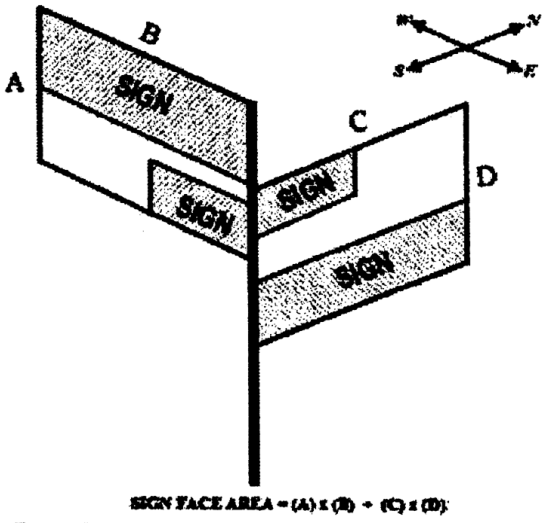

Illustration 3.1

7) For new/additional signage installed on sites that feature existing signage of the same type (i.e. free standing, wall, etc.) the applicant may designate within the permit application certain existing signage to be removed. In such instances the area of the existing signage designated for removal shall not be added to that of the proposed signage for purposes of calculating allowable sign area so long as all signage designated for removal is removed from the site prior to the actual on-site installation of any new/additional signage.

f. Sign height is measured from the topmost portion of the sign structure to the average grade within five (5) feet in all directions of the point directly beneath the highest point.

g. For purposes of sign area calculations and measurements, calculations shall be made with the entirety of a buildings orientation (i.e., south face, northwest face, etc.) being considered a single "wall" without regard to the existence of any offsets or bump outs.

(Ord. No. 2005-59, § I, 10-13-05; Ord. No. 2014-022, 4-24-2014; Ord. No. 2019-11, 2-28-2019)

Section 8-6. - Prohibited signs:

The following signs are prohibited in all zoning districts unless otherwise indicated in this section:

a. *Flashing signs and signs involving motion:* Flashing signs and/or signs involving rotation, animation or other forms of movement or moving illumination, excluding image changing signs when set in a non-flashing and non-animated mode, shall not be permitted.

b. *Confusing signs:* Signs which by color, location, or design resemble or conflict with traffic-control signs or signals or other indicators of safety warnings.

c. *Abandoned signs:* Sign owners shall have forty-five (45) days after a sign becomes abandoned in which to take remedial action by replacing the abandoned sign message with a current message; or

(a) In the case of a sign that otherwise conforms with all zoning requirements, cover the sign face with blank opaque material; or

(b) In the case of a sign that does not otherwise conform with all zoning requirements, remove the sign structure in its entirety. Failure to take remedial action (as required above) within forty-five (45) days from the date of the abandonment shall be punishable by a fine of up to five hundred dollars ($500.00) (exclusive of court costs) or thirty (30) days imprisonment, with each such day after expiration of the forty-five (45) day period being punishable as a separate offense.

d. Dilapidated signs: Any sign which is insecure or otherwise structurally unsound, has defective parts in the support, guys and/or anchors or which is unable to withstand wind loads of one hundred thirty (130) miles per hour in the opinion of the building official based on applicable safety codes.

e.

Billboards, other than relocation agreements which authorize an existing billboard to be removed in exchange for another billboard to be constructed within one of the billboard plazas identified herein.

(Ord. No. 2005-59, § I, 10-13-05)

Section 8-7. - Reserved.

Section 8-8. - Fallzones for freestanding signs:

General. This section states the rules for required fallzones of signs.

a. No engineer's certification. Absent documentation of an engineer's certified structural failure analysis, any freestanding sign structure in excess of ten (10) feet in height shall be set back a minimum distance of ten (10) feet from all property lines of the parcel on which it is situated which are adjacent to a public right-of-way, and shall also be set back a minimum distance equal to its height from any structure and from all property lines of any parcel of land, including the parcel upon which it is situated.

b. Engineer's certification. Upon presentation of an engineer's certified structural failure analysis, any freestanding sign structure in excess of ten (10) feet in height shall be set back a minimum distance from the public right-of-way, all property lines, and all structures equal to the greater of:

(1) The width of the sign face; or

(2) The maximum expected debris field radius as certified by a registered engineer based on a structural failure analysis conducted using assumptions of a wind speed of one hundred thirty (130) miles per hour and using applicable local seismic standards.

c. Engineer's exemption. With regard only to alterations of legal-nonconforming signs that are not presently in compliance with applicable fall zone requirements, an applicant may present, in lieu of an engineer's certified structural failure analysis, a certification from an engineer that the proposed alteration would result in the structure being subjected to lower loads and be less likely to fail than as presently configured.

d. Provisions 8-8(a) and (b) shall also act to prohibit construction of any structure or graphic, or subdivision of any property which would cause a freestanding sign structure permitted and erected after March 8, 1990, to become a nonconforming sign.

(Ord. No. 2005-59, § I, 10-13-05; Ord. No. 2014-022, 4-24-2014)

Section 8-9. - Regulations applied to specified types of signs:

a. *Temporary signs:* In non-residential zones and on non-residential uses, temporary signs displaying commercial messages shall be placed not less than fifty (50) feet apart. Temporary signs shall not be displayed more than thirty (30) days (in the aggregate) in a single calendar year. Total temporary

sign area may not exceed thirty-two (32) square feet. Temporary signs with an area in excess of nine (9) square feet may not be established without first notifying the zoning administrator in writing.

b. *Billboard relocation.* New billboards may be constructed in any of the billboard plaza areas only pursuant to a relocation agreement with the city, by which at least one pre-existing billboard is permanently removed in exchange for a permit to construct a new billboard within a billboard plaza area. Billboard plazas shall consist of all frontage of freeways and arterials within the City of North Charleston other than those excepted by item 2) below.

1) Upon adoption of an urban thoroughfare plan by the City of North Charleston, the designations of freeways and arterials contained in said plan will control. Until such time, the following shall be designated as freeways and arterials: I-26, Rivers Avenue, Dorchester Road, Ashley Phosphate Road, The Mark Clark Expressway, the proposed East-West Connector running from I-26 to Dorchester Road between Ashley Phosphate Road, Highway 78, and Ladson Road, the proposed North-South Connector running between Ashley Phosphate Road and Ladson Road between I-26 and Dorchester Road.

2) The frontage on the following freeways and arterials shall not be billboard plazas: The Mark Clark Expressway; the proposed East-West Connector running from I-26 to Dorchester Road between Ashley Phosphate Road, Highway 78, and Ladson Road, the proposed North-South Connector running between Ashley Phosphate Road and Ladson Road between I-26 and Dorchester Road.

3) Billboard relocation shall not be located outside of an approved billboard plaza.

4) Billboards shall not be located in a neighborhood which is primarily residential in character. In determining the primary character of the neighborhood, street frontage of activities on the street or highway from which the sign is to be viewed, which frontage is located within five hundred (500) feet of the proposed graphic as measured along the centerline of the street or highway, including frontage on both sides of the street or highway, shall be considered. If the frontage described above is fifty (50) per cent or more residential in character, the neighborhood shall be considered to be primarily residential in character.

5) No billboard shall be relocated any closer than one thousand (1,000) feet from any existing billboard located on either side of the street, highway, or expressway as measured along the centerline of the street, highway, or expressway from which the billboard is viewed.

6) No relocated billboard shall have an area of greater than six hundred seventy-two (672) square feet, nor shall its facing be over forty-eight (48) feet in height or longer than sixty (60) feet.

7) No relocated billboard shall be located within ten (10) feet of any aboveground utility line or any property line.

8) No relocated billboard may be erected on a parcel unless such parcel is zoned B-2, M-1, or M-2.

9) No relocated billboard may feature more than two (2) simultaneously visible sign areas per facing.

10) Within ninety (90) days after the effective date of this ordinance [article], all persons owning or operating an off-site sign in excess of thirty-one (31) square feet in area shall provide to the zoning administrator an inventory of all such previously established off-site signs located within the City of North Charleston owned or controlled by them. Such inventory shall include the address of the sign, a site location map, a description of the sign's dimensions and a photograph of the sign. Such inventory is herein referred to as the "replacement inventory." The replacement inventory shall include those off-site signs existing on the effective date of this ordinance [article] and signs which have not yet been erected but for which permits have been issued as of the effective date of this ordinance [article]. Any signs which are not included in the replacement inventory submitted within the ninety (90) day period provided herein shall not be later added except in the case of annexation in which case the replacement inventory shall be amended by the addition of any off-site sign located, existing and permitted on the date of annexation of territory that is annexed to the City of North Charleston after the effective date of this ordinance [article].

    The zoning administrator shall, after review of tendered replacement inventory lists, assign an identification number to each off-site sign within the city and inform the owner/operator of each sign of the number assigned to it. The owner/operator of each sign shall have ninety (90) days from the date of receipt of assigned number from the zoning administrator post the number on the sign structure. Such number shall be displayed on the sign face or its supporting structure so that the number is clearly visible from a public right-of-way.

11) The sign face area of a replacement sign or enlargement of an existing sign face shall not exceed one hundred (100) per cent of the sign face area of the replaced sign or signs. By way of example, to erect a new sign having three hundred (300) square feet of face area, the replaced sign or signs would be required to have at least three hundred (300) square feet in face area. The number of replacement sign faces shall not exceed the number of sign faces being replaced.

12) No increase in the area of an existing sign face or construction of a replacement sign shall be permitted unless accompanied by the prior removal of a previously existing sign structure.

13) Applicants for a permit to erect or enlarge a sign shall, on the face of the application, specify the assigned number of the sign structure being removed in conjunction with the proposed new construction activity. Structures proposed for removal shall be either owned/operated by the company seeking the replacement permit or, if such sign is owned/operated by a third party the applicant shall affix to the permit application sufficient documentation to establish that the third-party has irrevocably consented to the proposed removal.

14) No replacement sign construction, or enlargement of sign face area, shall be commenced prior to the removal of the sign structure specified for demolition in the application. Replacement sign construction or enlargement of sign face shall be commenced within two (2) years of the date of

demolition of the previously existing sign. Replacement rights are transferable during this two (2) year period provided that documentation of the transfer transaction is provided to the zoning administrator within thirty (30) days of such transaction.

(Ord. No. 2005-59, § I, 10-13-05)

Section 8-10. - Signs permitted in residential districts:

a. In single family residential districts, and on detached single family residences, regardless of zone:
    1) *Display area:* Each residence may display a maximum of eight (8) square feet of sign message area, which may be on any combination of the following subjects: noncommercial messages, home occupation signs (not exceeding two (2) square feet), real estate signs, garage sale signs. General advertising and offsite commercial messages are prohibited. Signs used to identify the address and/or residents, as well as flags, do not count toward the eight (8) square foot maximum.
    2) *Physical type:* Yard signs, signs mounted on fences or doors, wall signs, window signs.
b. In multi-family residential districts, and on multi-family residential uses regardless of zone:
    1) *Display area:* Each residence may display a maximum of eight (8) square feet of sign message area, which may be on any combination of the following subjects: noncommercial messages, home occupation signs (not exceeding two (2) square feet), real estate signs, garage sale signs. General advertising and offsite commercial messages are prohibited. Signs used to identify the address and/or residents, as well as flags, do not count toward the eight (8) square foot maximum.
    2) *Physical type:* Signs mounted on fences or doors, wall signs, window signs.
    3) *Master sign:* For multi-family dwellings, mobile home parks, townhouses, condominiums, and all other non-business uses permitted within R-1, R-1A, R-2, and R-3 areas a single on-site illuminated or non-illuminated freestanding or attached wall sign of not more than thirty-two (32) square feet in area shall be permitted for each entrance from a public right-of-way provided the sign is set back no less than five (5) feet from any street or right-of-way. Such signs shall be in addition to those allowed under Sections 8-8(b)(1).
c. House numbers: In addition to the number of signs permitted elsewhere within section 8-8, all dwelling units are required to display house numbers attached, with lettering at least three (3) inches high, mounted in such a manner as to be easily visible from the nearest street.

(Ord. No. 2005-59, § I, 10-13-05)

Section 8-11. - Signs permitted in commercial districts and industrial districts:

Only the following types of signs are permitted in ON, B-1, B-2, CRD, M-1, and M-2 zoning districts, and subject to the following stated conditions and provisions:

a. *On-site signs:* Each parcel is allowed a maximum of one freestanding sign or gateway style entrance sign pair per road frontage in the ON, B-1, B-2, CRD, M-1, and M-2 zoning districts and such sign(s) shall conform to the following:

1) Freestanding signs located within a one thousand (1,000) foot radius of the centerpoint of an interstate highway interchange must comply with the following requirements:

a) The top of the face of the sign may not exceed seventy (70) feet in height.

b) The area of the sign face may not exceed two hundred (200) square feet.

2) Freestanding signs not meeting the locational criteria set forth in subsection a. 1) above, but which are located on property which either abuts an interstate right-of-way or the right-of-way of a frontage road dedicated to an interstate highway must comply with the following requirements:

a) The top of the face of the sign may not exceed fifty (50) feet in height.

b) The area of the sign face may not exceed two hundred (200) square feet.

3) Freestanding signs located in all areas other than as described in subsections a. 1) and a. 2) above must comply with the following requirements:

a) The top of the face of the signs may not exceed twenty-five (25) feet in height in ON, B-1, B-2, M-1 and M-2 zoning districts, and may not exceed ten (10) feet in height in the CRD zoning district.

b) The area of the sign face may not exceed two hundred (200) square feet in districts other than CRD.

c) Freestanding signs located within a CRD zone may only be of the monument or pedestal style and may not exceed fifty (50) square feet in area.

4) For purposes of this section, a shopping center or joint occupancy business development shall be considered to be as one location and shall be entitled to only one freestanding on-site sign per road frontage without regard to the number of separate establishments, parcels, or out parcels contained within it. Accordingly, freestanding on-site sign faces for individual uses within such a development shall be required to locate signage on the shopping center/development's common freestanding on-site sign.

5) "Gateway style sign pairs" must conform with all limitations contained within the Zoning Ordinances of the City of North Charleston and in no event shall feature a combined area of more than three hundred fifty (350) square feet.

b. *Portable signs:* Portable signs shall be permitted in B-1, B-2, M-1 and M-2 zoning districts, provided they are anchored, grounded, and are wired in accordance with the city's duly adopted building and electrical codes and further provided that they must meet the all other applicable

requirements. A portable sign shall be considered to constitute a freestanding sign for purposes of determining the number of additional on or off-site signs that may be constructed on a given site.

c. *Interim signs:* Interim signage may be displayed for a maximum of sixty (60) days. Such signage must be removed at the earlier of (i) sixty (60) days after initial legal opening of the business to the public, (ii) sixty (60) days after the issuance of a new business license, or (iii) the date of installation of permanent signage on the site.

d. *Designation signs:* Designation signs shall be permitted in the B-1, B-2, CRD, M-1, and M-2 zoning districts. Such signs shall be erected in conformance with the following:

1) An office building, multi-use development, institutional or governmental use or retail center may display one designation sign adjacent to each curb cut onto a street, highway or freeway on which it has frontage. Designation signs shall not be used as ground signs.

2) The face of the designation sign may not exceed six (6) feet in height.

3) The area of the designation sign face may not exceed thirty (30) square feet.

e. *Wall signs and projecting signs:* Wall and projecting signs shall be permitted in the B-1, B-2, CRD, M-1 and M-2 zoning districts. Such signs shall be erected in conformance with the following:

1) Any use may display wall signs on walls adjacent to each street, highway, expressway or off-street parking area on which it has frontage.

2) The aggregate area of the wall signs plus the aggregate area of the window signs displayed on any given facade of a building may not exceed fifteen (15) per cent of the area of that facade.

3) Wall signs may be painted on or attached to or pinned away from the wall but must not project from the wall by more than twelve (12) inches and must not interrupt architectural details.

4) All wall signs must comply with the following height limitations:

a) A wall sign displayed by a use on the first story may not extend above the window sill of the second story.

b) A wall sign displayed by a use above the first story may be no higher than the window sill of the third story.

c) If a building exceeds sixty-five (65) feet in height as measured to the eaves, one on-site wall sign may be placed below the eaves on each facade of the building, but no lower than fifteen (15) per cent of the height of the building below the eaves.

5) Projecting signs:

a) Any use other than residential activities may display one projecting sign adjacent to each street, highway, freeway, or off-street parking area on which it has frontage.

b) Projecting signs may not exceed sixty-five (65) square feet in area.

c)

A use may display both ground and projecting signs if no more than one of these signs is more than twelve (12) square feet in area.

d) Projecting signs must clear public sidewalks by at least nine (9) feet and may project no more than four (4) feet from a building or one-third (1/3) the width of the sidewalk, if any, whichever is less. Projecting signs over public rights-of-way must obtain an encroachment permit from the director of public works and are subject to any conditions contained in said permit.

e) Projecting signs must be pinned away from the wall at least six (6) inches and must project from the wall at an angle of ninety (90) degrees.

f) Projecting signs may not extend vertically above the windowsill of a second story.

(Ord. No. 2005-59, § I, 10-13-05; Ord. No. 2007-60, 8-23-07; Ord. No. 2014-022, 4-24-2014)

Section 8-12. - Sign illumination:

Sign lighting shall be of low intensity with effective provisions made to minimize spillover of light beyond the actual sign face. Examples of permissible illumination methods would include, but not be limited to, the use of appropriate cut-off style light fixtures, the use of down-light fixtures adjusted so as to avoid light spillover and interference with the vision of motorists, and the use of muted internal illumination. Prohibited forms of light spillover include, but are not limited to, spillover into adjoining properties, roadways and airspace. Lighting must not interfere with the vision of oncoming motorists. Submittal of a lighting plan is required as a part of the permit review process.

(Ord. No. 2005-59, § I, 10-13-05)

Section 8-13. - Amortization of non-conforming uses:

a. Legally established non-conforming uses under the sign regulations for signs of the types specifically identified below shall not be afforded perpetual "legal non-conforming use" status pursuant to Section 4-5 of the Zoning Ordinances of North Charleston or the common law.

b. Signs subject to amortization: None.

c. All challenges and appeals to the amortization schedules set forth herein, the application of this amortization scheme to a particular sign, or to this ordinance [article] in general must be filed in writing with the city within ninety (90) days of the passage of this ordinance [article].

d. Regarding legally established non-conforming signs of types not expressly listed within section 8-13(b), nonconforming signs that remain in use may continue as a legal non-conforming ("grandfathered") use. Should such sign become abandoned, the rules regarding abandoned signs shall control.

e.

Signs which violated existing rules and regulations at the time of construction, erection or mounting, are illegal from the beginning and cannot be legalized by the passage of time. All such signs must be legalized by a permit which requires conformance to current law. Signs which are not so legalized are subject to orders for immediate removal.

f. Repair of damaged signs:

1) *Sign types listed in section 8-13(b):* During the amortization period, no non-conforming sign shall be enlarged either with respect to sign face area or supporting structure. During the amortization period, however, non-conforming signs may be otherwise altered, maintained, or repaired (consistent with all other requirements of the Zoning Ordinances of the City of North Charleston) so long as the cost of such alterations, maintenance, or repairs does not exceed sixty (60) per cent of the value of the sign prior to any improvement being performed. Should the cost of any single alteration, repair, or maintenance procedure required during such period exceed sixty (60) per cent of the value of the sign prior to the improvement, repair, or maintenance being performed, then the sign shall be removed.

2) *Sign types not listed in section 8-13(b):* Regarding signs of types not expressly listed within section 8-13(b), nonconforming signs damaged by fire or other causes may be reconstructed; however, if the cost to reconstruct the sign to its condition prior to the damage exceeds sixty (60) per cent of the cost to totally construct such a sign, the sign must meet all the provisions of this ordinance [article].

g. Abandoned signs: In the absence of remedial action, abandoned signs that do not otherwise conform with all zoning requirements shall be removed within forty-five (45) days of abandonment.

(Ord. No. 2005-59, § I, 10-13-05)

Section 8-14. - Separability:

If any section, subsection, sentence, clause, phrase or portion of this ordinance [article] is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

(Ord. No. 2005-59, § I, 10-13-05)

ARTICLE IX. - WIRELESS TELECOMMUNICATIONS SERVICES

Section 9-1. - Purpose:

This Ordinance is designed and intended to balance the interests of the residents of the City of North Charleston, telecommunications providers, and telecommunications customers in the siting of telecommunications facilities within the City of North Charleston so as to protect the health, safety and

integrity of residential neighborhoods and foster, through appropriate zoning and land use controls, a competitive environment for telecommunications carriers that does not unreasonably discriminate among providers of functionally equivalent personal wireless services and shall not prohibit or have the effect of prohibiting the provision of personal wireless services, and so as to promote the City of North Charleston as a proactive city in the availability of personal wireless telecommunications service. To that end, this Ordinance shall:

(a) Provide for the appropriate location and development of telecommunications facilities in the City of North Charleston;

(b) Protect the City of North Charleston's built and natural environment by promoting compatible design standards for telecommunications facilities;

(c) Minimize adverse visual impacts of telecommunications facilities through careful design, siting, landscape screening and innovative camouflaging techniques;

(d) Avoid potential damage to adjacent properties from tower or antennae failure through engineering and careful siting of telecommunications tower structures and antennae;

(e) Maximize use of any new and existing telecommunications towers so as to minimize the need to construct new towers and minimize the total number of towers throughout the city;

(f) Encourage use of multi-user telecommunication tower structures as a primary option rather than construction of additional single-use towers; and

(g) Encourage and promote the location of new telecommunications facilities in areas which are not zoned for residential use.

(Ord. No. 1998-52, 5-28-98)

Section 9-2. - Definitions:

As used in this ordinance, the following terms shall have the meanings indicated:

(a) *Antenna* means any exterior apparatus designed for the sending and/or receiving of electromagnetic waves for telephonic, radio, television, or personal wireless services. For the purposes of this ordinance the term "antenna" does not include any tower and antenna under one hundred (100) feet in total height which is owned and operated by an amateur radio operator licensed by the federal communications commission, any device designed for over-the-air reception of radio and television broadcast signals, multichannel multipoint distribution service or direct broadcast satellite service (or any cable television headend or hub towers and antennae used solely for cable television services) .

(b) *Director* means the zoning administrator of the City of North Charleston or his/her designee.

(c) *Governing body* means the city council for the City of North Charleston.

(d)

Micro telecommunications facilities are those which are located on existing buildings, poles or other existing support structures where antennae do not project more than ten feet (10') above the top of the structure and there are no more than six (6) antennae per site.

(e) *Macro telecommunications facilities* are those which are located on existing buildings, poles or other existing support structures and which project more than ten feet (10') above the top of the structure but no more than twenty feet (20') above the roof line, parapet or top of the structure and there are no more than six (6) facility operators per site.

(f) *Monopole tower* means a telecommunications tower consisting of a single pole, constructed without guy wires or ground anchors.

(g) *Telecommunications facilities* refers to antennae and towers, either individually or together.

(h) *Tower* means a structure, such as lattice tower, guy tower, or monopole tower, constructed as a free-standing structure or in association with a building, other permanent structure or equipment, on which is located one or more antennae intended for transmitting or receiving analog, digital, microwave, cellular, telephone, personal wireless service or similar forms of electronic communication. The term includes microwave towers, common carrier towers, and cellular telephone towers.

(Ord. No. 1998-52, 5-28-98)

Section 9-3. - Exclusions:

The following shall be exempt from this ordinance.

(a) Any tower and antenna under one hundred (100) feet in total height which is owned and operated by an amateur radio operator licensed by the federal communications commission; or

(b) Any device designed for over-the-air reception of television broadcast signals, multi-channel multi-point distribution service or direct broadcast satellite service; or

(c) Any telecommunications facilities located on property owned, leased or otherwise controlled by the City of North Charleston provided a license or lease authorizing the telecommunications facility has been approved by the governing body; or

(d) Any cable television headend or hub towers and antennae used solely for cable television services.

(Ord. No. 1998-52, 5-28-98)

Section 9-4. - Placement of telecommunications facilities by zoning district:

(a) In Light Industrial (M-1) and Heavy Industrial (M-2) zoning districts micro and macro telecommunications facilities shall be allowed as a use by right. Telecommunications towers are permitted as a use of right up to a height of two hundred forty (240) feet following design review by the director and approval of a building permit.

(b)

In B-1, CRD and B-2 zoning districts micro and macro telecommunications facilities shall be allowed as a use by right following design review by the director and approval of a building permit. Telecommunications towers are permitted as a uses of right up to a height of one hundred sixty (160) feet following design review by the director and approval of a building permit.

(c) In Multi-family Residential (R-2), Mobile Residential (R3) and, Office Neighborhood (ON) zoning districts micro and macro telecommunications facilities shall be allowed as a use by right following design review by the director and approval of a building permit. Monopole towers up to a height of one hundred twenty-five (125) feet are permitted as a use of right following design review by and receipt of a building permit from the director.

(d) In Single-Family Residential (R-1), and Planned Development District (PDD) zoning districts, micro telecommunications facilities shall be allowed as a use as of [as a use of] right on nonresidential structures following design review by the director and approval of a building permit. Macro telecommunications facilities shall be allowed as a special use on nonresidential structures following design review by and receipt of a building permit from the director.

(e) Telecommunications facilities outside the guidelines listed above may only be built after approval of a variance in accordance with section 7-2 of the Zoning Regulations of the City of North Charleston as well as receipt of a building permit.

(Ord. No. 1998-52, 5-28-98; Ord. No. 1999-13, 2-25-99; Ord. No. 2021-009, Exh. A, 2-25-2021)

Section 9-5. - Preferred and disfavored location sites:

(a) *Preferred location sites.*

(1) *Co-location sites:* Any existing telecommunications towers currently being used for transmitting or receiving analog, digital, microwave, cellular, telephone, personal wireless service or similar forms of electronic communication shall be a preferred location site regardless of the underlying zoning designation of the site, provided, however, that locations which meet this criteria shall be subject to the design and siting components of this ordinance and co-location sites shall not become an "antenna farm" or otherwise be deemed by the director or the governing authority to be visually obtrusive.

(2) *Publicly-used structures:* Publicly-used structures are preferred locations throughout the city because they appear in virtually all neighborhoods, are dispersed throughout the city, and due to their institutional or infrastructure uses are generally similar in appearance to or readily adaptable for telecommunications facilities. Therefore, telecommunications facilities should be less noticeable when placed on publicly-used structures than when placed on commercial or residential structures. Publicly-used structures include, but are not limited to, facilities such as police or fire stations, libraries, community centers, civic centers, courthouses, utility structures, water towers, elevated roadways, bridges, flag poles, schools, hospitals, clock or bell towers, light poles and churches.

(3) *Industrial and commercial structures:* Wholly industrial and commercial structures such as warehouses, factories, retail outlets, supermarkets. Banks, garages, or service stations shall be Preferred Locations particularly where existing visual obstructions or clutter on the roof or along a roof line can and will be removed as part of the installation of the telecommunications facility.

(4) *Mixed use buildings in high density districts:* Mixed use buildings (housing above commercial or other non-residential space) are also preferred location sites.

(b) *Disfavored location sites:* Any single-family residential structure or site or multi-family duplex shall be a disfavored site for the location of telecommunications facilities.

(Ord. No. 1998-52, 5-28-98)

Section 9-6. - Requirements for telecommunications facilities:

(a) General requirements for all telecommunications facilities: The requirements set forth in this section shall govern the location and construction of all telecommunications facilities governed by this ordinance.

(1) *Building codes and safety standards:* To ensure the structural integrity of telecommunications facilities, the owner of a telecommunications facility shall ensure that it is maintained in compliance with standards contained in applicable local building codes and the applicable standards for such telecommunications facilities, as amended, from time to time. Owners of telecommunications facilities shall conduct periodic inspections at least once every thirty-six (36) months or as required by the governing body. Inspections shall be conducted by a qualified, independent engineer licensed to practice in South Carolina. The results of such inspection shall be provided to the director.

(2) *Regulatory compliance:*

a. All telecommunications facilities must meet or exceed current standards and regulations of the FAA, the FCC and any other agency of the state or federal government with the authority of regulate telecommunications facilities. If such standards and regulations are changed then the owners of the telecommunications facilities governed by this ordinance shall bring such telecommunications facilities into compliance with such revised standards and regulations within the date established by the agency promulgating the standards or regulations.

(3) *Security:* All telecommunications facilities shall be equipped with an appropriate fencing and security measures to prevent unauthorized access to the telecommunications facility.

(4) *Lighting:* No illumination is permitted on telecommunications facilities unless required by the FCC, FAA or state or federal agency of competent jurisdiction or unless necessary for air traffic safety. If lighting is required or necessary, the Director may review the available lighting alternatives within the appropriate regulatory guidelines and approve the design that would cause the least disturbance to the surrounding uses and views.

(5) *Advertising:* No advertising is permitted on telecommunications facilities. However, antenna may be allowed on any legally permitted permanent billboard or outdoor advertising sign as long as the other requirements of this ordinance are met.

(6) *Visual Impact:*

a. Telecommunications facilities shall either maintain a galvanized steel finish or, subject to any applicable standards of the FAA or other applicable federal or state agency, be painted a neutral color or painted and/or textured to match the existing structure so as to reduce visual obstructiveness.

b. If an antenna is installed on a structure other than a tower, the antenna and associated electrical and mechanical equipment must be of a neutral color that is identical to, or closely compatible with, the color of the supporting structure so as to make the antenna and related equipment as visually unobtrusive as possible. Roof-mounted antennas shall be made visually unobtrusive by screening to match existing air conditioning units, stairs, elevator towers or other background.

c. Where feasible, telecommunications facilities should be placed directly above, below or incorporated with vertical design elements of a building to help in camouflaging.

d. The proposed tower shall not substantially detract from property listed in the National Register of Historic Places, or from a road or river which has been officially designated as a scenic road or river, or areas designated as protected by any federal agency, state agency or the Governing Body.

e. Equipment shelters or cabinets shall be screened from public view by using privacy fencing, landscaping or materials and colors consistent with the surrounding backdrop. The shelter or cabinet must be regularly maintained.

(7) *Landscaping:*

a. Landscaping shall be used to screen the view of the telecommunications facility from adjacent public ways, public property or residential property.

b. Native vegetation on the site shall be preserved to the greatest practical extent. The applicant shall provide a site plan showing existing significant vegetation to be removed, and vegetation to be replanted to replace that lost. Significant vegetation shall be defined by section 4-13 of the Zoning Regulations of the City of North Charleston.

c. The Director may waive or modify the landscaping requirement where lesser requirements are desirable for adequate visibility for security purposes, for continued operation of existing bona fide agricultural or forest uses such as farms, nurseries and tree farms or where an antenna is placed on an existing structure. In certain locations where the visual impact of the tower would be minimal, such as remote agricultural or rural locations or developed heavy industrial areas. The landscaping requirement may be modified or waived by the Director.

(8) *Maintenance impacts.* Equipment at a transmission facility shall be automated to the greatest extent possible to reduce traffic and congestion. Where the site abuts or has access to a collector of local street, access for maintenance vehicles shall be exclusively by means of the collector or local street.

(9) *Principal, accessory and joint uses:*

a. Accessory structures used in direct support of a telecommunications facility shall be allowed but not be used for offices, vehicle storage or other outdoor storage. Mobile or immobile equipment not used in direct support of a telecommunications facility shall not be stored or parked on the site of the telecommunications facility.

b. Telecommunications facilities may be located on sites containing another principal use in the same buildable area.

(10) *Lot size and setbacks:*

a. The following setback requirements shall apply to all telecommunications facilities, provided however, that the Director may reduce the standard setback requirements of this section if the goals of this ordinance would be better served thereby.

i. The base of the communications tower shall be located no closer to a residential structure than a distance equal to one foot for each foot in height of the proposed tower. This requirement may be waived by the owner of the residential structure. A communication tower must be located such that adequate setbacks are provided on all sides to prevent the tower's fall zone from encroaching onto adjoining properties (the fall zone shall be determined by an engineer certified by the State of South Carolina in a letter which includes the engineer's signature and seal).

ii. Towers, guy wires and accessory facilities must satisfy the minimum zoning district setback requirements.

iii. Telecommunications facilities must be set back from any property line. A sufficient distance to protect adjoining property from the potential impact of telecommunications facility failure by being large enough to accommodate such failure on the site, based on the engineer's analysis required in Section 9-7.

b. *Additional requirements for towers:*

(1) Site location and development shall preserve the preexisting character of the surrounding buildings and land uses and the zoning district as much as possible. Personal wireless telecommunication towers shall be integrated through location and design to blend in with existing characteristics of the site to the extent practical.

(2) Existing on-site vegetation shall be preserved or improved, and disturbance of the existing topography shall be minimized, unless such disturbance would result in less visual impact of the site to the surrounding area.

(3) At a tower site the design of the buildings and related structures shall, to the extent possible, use materials, colors, textures, screening, and landscaping that will blend the tower and related facilities to the natural setting and built environment.

(4) A permit for a proposed communications tower site within one thousand (1,000') feet of an existing tower shall not be issued unless the applicant supplies documentation showing that the existing tower does not meet applicant's structural specifications and applicant's technical design requirements, or that a co-location agreement could not be obtained at a reasonable market rate. Reasonable market rate shall be determined by applicant's providing an average of the lease rates it pays for co-locations sites in Charleston, Berkeley and Dorchester Counties. The rate information shall be deemed a trade secret of applicant and shall be made available to only the director who shall not be allowed to disclose it. The clustering of new Communications Towers on the same parcel near existing towers is encouraged.

(5) In no case shall a tower be located in the required front yard, back yard or side yard set back in a residential district.

(6) Towers shall be enclosed by decay-resistant security fencing not less than six (6) feet in height designed to prevent tower access.

(7) Placement of more than one tower on a lot shall be permitted, provided all setback, design and landscape requirements are met as to each tower and provided tower failure characteristics of the towers on the site will not lead to multiple failure in the event that one fails.

(Ord. No. 1998-52, 5-28-98)

Section 9-7. - Application procedures:

(a) *General application requirements for all building and special use permits.* Application for a building permit or special use permit for any telecommunications facility shall be made to the director by the person, company or organization that will own and operate the telecommunications facility. An application will not be considered until it is complete. The following information shall be submitted when applying for a building permit, special use permit or other permit or variance included in this ordinance and must be submitted for an application to be considered complete:

(1) *Basic information.*

a. Site plan or plans to scale specifying the location of telecommunications facilities, transmission building and/or other accessory uses, access, parking, fences, landscaped areas, and adjacent land uses. Applications shall contain both a paper location map and a digitized location map in a format compatible with the GIS software currently utilized by the City of North Charleston Information Technology Services Department.

b. Landscape plan to scale indicating size, spacing and type of plantings required in section 9-6(A)(7).

c.

A description of anticipated maintenance needs for the telecommunications facility, including frequency of service, personnel needs, equipment needs, and traffic, noise, or safety impacts of such maintenance.

d. Report from a qualified, independent engineer licensed in the State of South Carolina, documenting the following:
   i. Telecommunications facility height and design, including technical, engineering, economic, and other pertinent factors governing selection of the proposed design;
   ii. Evidence of structural integrity of the tower structure; and
   iii. Structural failure characteristics of the telecommunications facility and demonstration that site and setbacks are of adequate size to contain debris.

e. The identity of a community liaison officer appointed by the applicant to resolve issues of concern to neighborhoods and residents relating to the construction and operation of the facility. Include name, address, telephone number, facsimile number and electronic mail address, if applicable.

f. Identification of the geographic service area for the subject installation, including a map showing the site and the nearest or associated telecommunications facility sites within the network. Describe the distance between the telecommunications facility sites. Describe how this service area and this proposed telecommunications facility fit into and are necessary for the service network.

g. Designation of which location preference, identified in Section V, above, the proposed facility is meeting. If the proposed location is not a preferred location 1 through 4 or is a disfavored site, describe: (a) what good faith efforts and measures were taken to secure each of these preferred location sites; (b) why such efforts were unsuccessful; and (c) how and why the proposed site is essential to meet service demands for the geographic service area and city-wide network.

(2) Additional information requirements for towers:

a. If the proposed site is zoned R-1 through R-3 or PDD and there are suitable alternative sites in the M-1, M-2, CRD and B-2 zoning districts, applicants must justify why those suitable alternate sites have not been proposed. The director will review with special care justifications that appeal only to undue expense and/or to undue difficulties in entering into a lease agreement. The director shall carefully weigh such claims, and the evidence presented in favor of them, against a project's negative impacts at the proposed site.

b. Applicants must identify all existing towers within its geographic search area. Applicants must provide evidence of the lack of space on all suitable existing towers to locate the proposed antenna and of the lack of space on existing tower sites to construct a tower for the proposed antenna. If co-location on any such tower would result in less visual impact than the visual impact of the proposed tower, applicants must justify why such co-location is not being proposed. If co-location on any such tower would increase negative visual impact,

then the applicant must so state and demonstrate. The director will review with special care justifications that appeal only to undue expense and/or to undue difficulties in entering into a lease agreement. The director shall carefully weigh such claims, and the evidence presented in favor of them, against a project's negative impacts as the proposed site.

(3) In order to assist the City of North Charleston in providing a database of approved communications towers, written notification will be provided, by the applicant, to the zoning administrator, on a form approved by the city's MIS director, along with a map showing the site location and coordinates of the approved communications tower, prior to being issued a development permit. The required map shall be provided both in a hard copy and an electronic copy form. The electronic copy shall be submitted on a three and one-half (3-½) inch floppy computer disk. The communications towers locations shall be provided in South Carolina State Plane coordinates (Zone 3900, NAD 83, Feet) where possible. Where South Carolina State Plane references are not available, the spatial data shall be submitted with no specified projection in decimal degrees of longitude and latitude. Failure to submit all required GIS information will prevent a development permit from being issued for the project.

(4) The applicant must provide any other information which may be requested by the director to fully evaluate and review the application and the potential impact of a proposed telecommunications facility.

[(b)] *Expedited review for building permits only.* When a telecommunications facility will be a use as a right pursuant to Section IV of this ordinance and requires only a building permit and design review before it may be erected, the director will expedite review of the application and render a decision on the application within fifteen (15) business days after receipt of a complete application.

[(c)] *Special use permits.*

(1) A request for a special use permit shall be initiated by application to the director and handled in accordance with the special use permit provision of Section _____ of the Municipal Code. The zoning board of appeals may issue a special use permit under this section provided it shall have determined that all of the requirements in Section VI have been satisfied and, further, that the benefits of and need for the proposed tower are greater than any possible depreciating effects and damage to the neighboring properties.

(2) In granting a special use permit, the zoning board of appeals may impose additional zoning conditions to the extent determined necessary to buffer or otherwise minimize adverse effects of the proposed tower or antenna on surrounding properties.

(Ord. No. 1998-52, 5-28-98; Ord. No. 1999-13, 2-25-99; Ord. No. 2000-086, 12-28-00; Ord. No. 2021-009, Exh. A, 2-25-2021)

Section 9-8. - Co-location:

Applicant and owner shall allow other future personal wireless service companies, including public and quasi-public agencies, using functionally equivalent personal wireless technology to co-locate antennae, equipment and facilities on a telecommunications facility unless specific technical constraints prohibit said co-location or if future companies refuse to pay reasonable compensation for collocation as provided in Section 9-6.A.10 above. Applicant and other personal wireless carriers shall provide a mechanism for the construction and maintenance of shared facilities and infrastructures and shall provide for equitable sharing of cost in accordance with industry standards.

(Ord. No. 1998-52, 5-28-98)

Section 9-9. - Appeals:

Appeals from any decision of the director may be taken by any person aggrieved or any official of the city affected by the decision of the director. Such appeal shall be to the zoning appeals board pursuant to Section 7-2 of the municipal code. Any decision by the director or by the zoning appeals board denying a request to place, construct, or modify a telecommunications facility shall be in writing and supported by substantial evidence in a written record.

(Ord. No. 1998-52, 5-28-98)

Section 9-10. - Nuisances:

Telecommunications facilities, including, without limitation, power source, ventilation and cooling, shall be operated at all times within the City of North Charleston Noise Ordinance, shall not be operated so as to cause the generation of heat that adversely affects a building occupant and shall not be maintained or operated in such a manner as to be a nuisance.

(Ord. No. 1998-52, 5-28-98)

Section 9-11. - Removal of antennae and towers:

All telecommunications facilities shall be maintained in compliance with standards contained in applicable building and technical codes so as to ensure the structural integrity of such facilities. If, upon inspection by the building official, any such telecommunications facility is determined not to comply with the code standards or to constitute a danger to persons or property then upon notice being provided to the owner of the facility and the owner of the property is [if] such owner is different, such owners shall have thirty (30) days to bring such facility into compliance. In the event such telecommunications facility is not brought into compliance within thirty (30) days, the city may provide notice to the owners requiring the telecommunications facility to be removed. The city may seek to have the telecommunications facility removed regardless of the owner's or operator's intent to operate the tower or antenna and regardless of any permits, federal, state or otherwise, which may have been granted.

(Ord. No. 1998-52, 5-28-98)

Section 9-12. - Abandoned towers:

(a) Any telecommunications facility that is not operated for a continuous period of six (6) months shall be considered abandoned, whether or not the owner or operator intends to make use of it or any part of it. The owner of a telecommunications facility and the owner of the property where the facility is located shall be under a duty to remove the abandoned telecommunications facility. If such antenna and/or tower is not removed within sixty (60) days of receipt of notice from the city notifying the owner(s) of such abandonment, the city may remove such tower and/or antenna and place a lien upon the property for the costs of removal. The city may pursue all legal remedies available to it to insure that abandoned telecommunications facilities are removed. Delay by the city in taking action shall not in any way waive the city's right to take action. The city may seek to have the telecommunications facility removed regardless of the owner's or operator's intent to operate the tower or antenna and regardless of any permits, federal, state or otherwise, which may have been granted.

(b) If the owner of an abandoned tower or antenna wishes to use such abandoned tower or antenna, the owner first must apply for and receive all applicable permits and meet all of the conditions of this ordinance as if such tower or antenna were a new tower or antenna.

(Ord. No. 1998-52, 5-28-98)

Section 9-13. - Pre-existing towers/non-conforming uses:

(a) All telecommunications facilities operative on May 28, 1998 shall be allowed to continue their present usage as a non-conforming use and shall be treated as a non-conforming use in accordance with Section 4-5 of the city of North Charleston zoning regulations. Routine maintenance, including replacement with a new tower or antenna of like construction and height, shall be permitted on such existing telecommunications facilities. New construction other than routine maintenance shall comply with the requirements of this ordinance.

(b) A telecommunications facility that has received city approval as of May 28, 1998 in the form of either a building permit or special use exception, but has not yet been constructed or placed in operation shall be considered an existing telecommunications facility so long as such approval is current and not expired.

(c) Placement of an antenna on a non-conforming structure shall not be considered an expansion of the non-conforming structure.

(Ord. No. 1998-52, 5-28-98)

Section 9-14. - Penalty for violation of ordinance:

(a) Any person who attempts to erect or erects a telecommunications facility covered by this ordinance without having first obtained the necessary building permit, special use permit or variance in the manner provided in this ordinance shall be deemed in violation of this ordinance. Any responsible party or other persons convicted by a court or competent jurisdiction of violating any provision of this ordinance shall be guilty of violating a duly adopted ordinance of the city and shall be punished as provided by Section 1-10 of the North Charleston City Code.

(b) If any structure is erected, constructed, reconstructed, altered, repaired, converted or maintained in violation of this ordinance or without obtaining that required permits, or if any building, structure or land is used in violation of this article, the city attorney, in addition to any other remedies, may institute proceedings to prevent such unlawful erection, construction, reconstruction, alternation, conversion, maintenance or use or to correct or abate such violations. Each and every day such unlawful erection, construction, reconstruction, alteration, conversation, maintenance or use continues may be deemed a separate offense.

(Ord. No. 1998-52, 5-28-98)

Section 9-15. - Coordination with federal law:

Whenever the governing authority finds that the application of this ordinance would unreasonably discriminate among providers of functionally equivalent personal wireless services or prohibit or have the effect of prohibiting the provision of personal wireless services, a conditional use permit waiving any or all of the provisions of this ordinance may be granted.

(Ord. No. 1998-52, 5-28-98)

ARTICLE X. - OLDE NORTH CHARLESTON HISTORIC DISTRICT AND NEIGHBORHOOD CONSERVATION DISTRICT

Footnotes:
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***Editor's note—** Ord. No. 2008-22, § 1, adopted April 24, 2008, renumbered Art. X, Legal Status Provisions, as Art. XV herein to facilitate the inclusion of a new Art. X, Olde North Charleston Historic District and Neighborhood Conservation District, as enacted by Ord. No. 2008-22, adopted April 24, 2008. For a more detailed analysis of the inclusion, see also the Code Comparative Table.*

Section 10-1. - Fact findings and purpose.

North Charleston, located in Charleston and Dorchester counties, is one of the largest municipalities in the state. Over the past ten (10) years, the city has seen immense changes in terms of population and development. With increasing population growth and changes in terms of population and development, the

city is facing rising development pressures in the older areas of the city. Without regulations, these pressures can lead to the loss of historic structures or neighborhoods and development that is in contrast with the surrounding community.

The Olde North Charleston Neighborhood area is comprised of a number of culturally significant structures from the early to mid-twentieth century. This area is significant because:

•A great number and rich variety of early to mid-twentieth century homes and structures still exist, representing the initial development of what would become the city of North Charleston.

•Distinctive local and national architectural styles are evidenced, such as Craftsman-style bungalows, Minimal Traditional cottage, Charleston Single, Prairie-style, Colonial Revival and Tudor Revival.

•Special natural and streetscape characteristics exist including mature street trees and attractive landscaping that should be preserved.

•This area is notable for distinguishing site planning features, as the area is part of the original 1,500-acre planned City of North Charleston designed by famed landscape architect William Bell Marquis. The neighborhood also represents the design principles of Ebenezer Howard's Garden City movement.

•Houses often feature deep front porches, wide eaves, picket fences and pedestrian friendly sidewalks. The neighborhood projects a comfortable, familial-type atmosphere.

•The neighborhood features a dense layout that became less prevalent in later periods of the twentieth century.

•Houses are notable for having been constructed of wood, brick and stucco rather than modern synthetic materials.

•Setbacks in the area are generally less than the current zoning laws require, with side yard setbacks ranging from two (2) to ten (10) feet, and front yard setbacks ranging from ten (10) to twenty-five (25) feet.

When viewed on a macro level, the neighborhood as a whole is notable for:

•Scale, size, type of construction, or distinctive building materials.

•Lot layouts, setbacks, street layouts, alleys, or sidewalks.

•Special natural or streetscape characteristics.

•Land use patterns.

•Close proximity or links designated local or historic landmarks and or districts.

•The presence of historically, culturally, locally or architecturally significant properties.

In an effort to preserve the character of historic neighborhoods and prevent the loss of historic structures, the city is implementing both an historic district and a neighborhood conservation district. The goal of these districts is to maintain and protect the structures that depict an important part of the history of the City of North Charleston's development. This ordinance will serve to preserve, conserve, and enhance the character, function, and environment of Olde North Charleston.

This historic district contains a number of historically significant properties that were built at the turn of the century up until the post World War II housing boom. Of the one hundred three (103) total lots in the proposed historic district, seventy-eight (78) of the eighty-six (86) developed properties were constructed before 1956. The majority of these properties have retained their architectural significance and are worthy of increased protection through the establishment of a local historic district. The establishment of a local historic district will provide design guidelines and standards for new construction, additions, alterations, relocation, and rehabilitation.

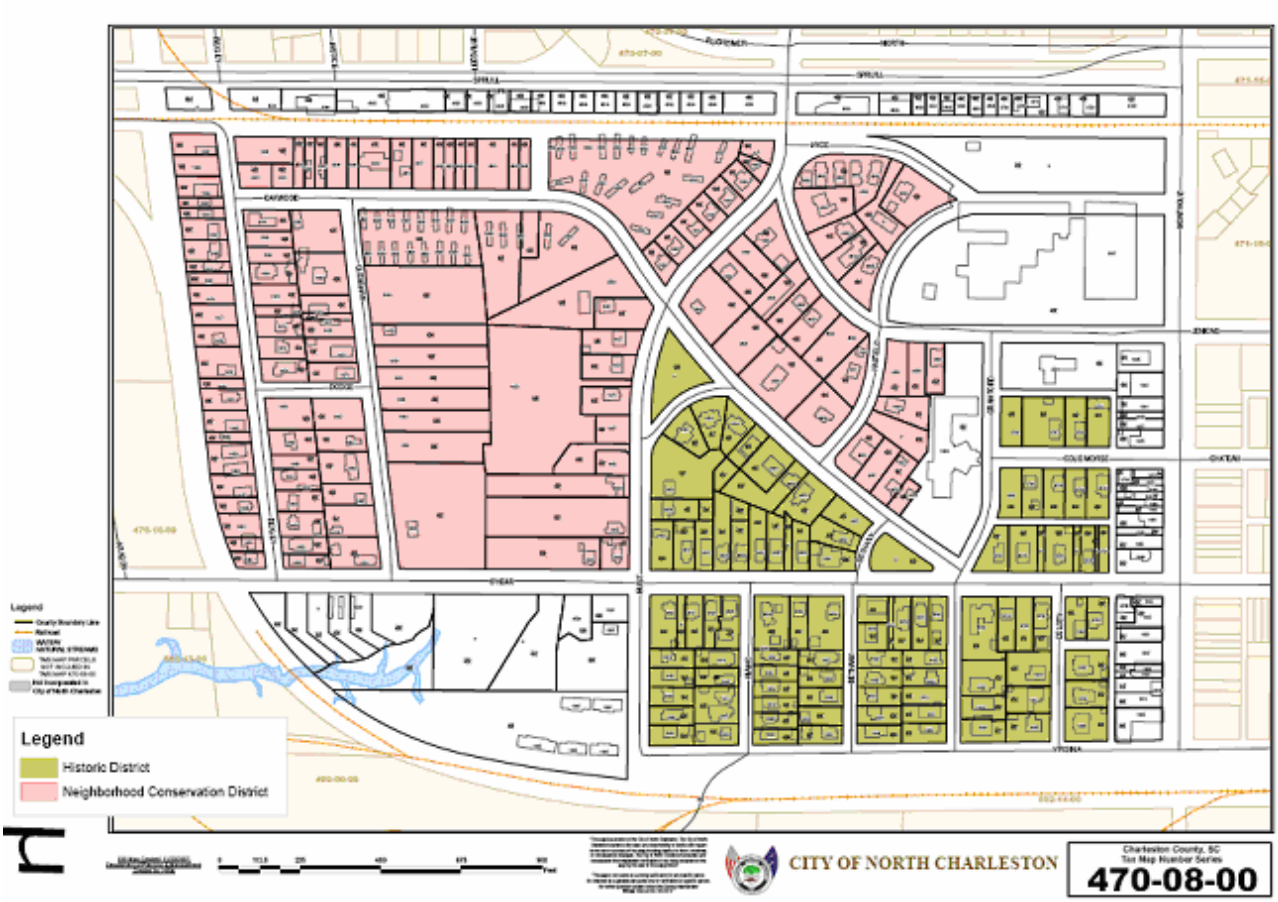
Structures that are not historic landmarks themselves, but are located within an historic area can, and often do, have a significant impact upon surrounding historic structures and sites. Therefore, some degree of control is necessary to protect the historic integrity of the neighborhood. An established neighborhood conservation district will prescribe a set of design guidelines that will protect the features of the neighborhood that are important. There are one hundred twenty-nine (129) total lots in the neighborhood conservation district, of which fifty-two (52) were built before 1956. There are also forty-four (44) vacant lots available for development.

(Ord. No. 2008-22, § 2, 4-24-08)

Sections 10-2—10-4. - Reserved.

Section 10-5. - District boundaries:

The map below displays the boundaries for the Olde North Charleston Neighborhood's Local Historic District and the adjoining Neighborhood Conservation District.



(Ord. No. 2008-22, § 2, 4-24-08)

Section 10-6. - Reserved.

Section 10-7. - Contributing structure inventory:

The city shall compile and maintain an inventory of structures within the historic and conservation district areas that significantly contribute to the character of each district.

Inclusion on the inventory list shall be based upon the following criteria:

1. The structure has significant inherent character, interest, or value as part of the development or heritage of the community, state, or nation;
2. The structure is the site of an event significant in history;
3. The structure is associated with a person or persons who contributed significantly to the culture and development of the community, state, or nation;
4. The structure exemplifies the cultural, political, economic, social, ethnic, aesthetic, engineering, architectural or historic heritage of the community, state, or nation;
5. The structure individually, or as a collection of resources, embodies distinguishing characteristics of type, style, period, or specimen in architecture or engineering;
6.

The structure is the work of an architect/designer or master craftsman whose work has influenced significantly the development of the community, state or nation;

7. The structure contains elements of design, detail, materials, or craftsmanship which represent a significant innovation;
8. The structure represents an established and familiar visual feature of the neighborhood or community;
9. The structure is one of the few remaining examples in the city, region, state or nation possessing distinguishing characteristics of an architectural or historical type or specimen; and
10. The structure has yielded, or may be likely to yield, information important in prehistory or history.

(Ord. No. 2008-22, § 2, 4-24-08)

Sections 10-8, 10-9. - Reserved.

Section 10-10. - Permit required:

Unless otherwise provided in this article, no person shall engage in any work or alteration (either directly or indirectly) for which design review is required by this article without first obtaining a historic district/conservation district permit issued by the city in accordance with this article.

(Ord. No. 2008-22, § 2, 4-24-08)

Sections 10-11—10-14. - Reserved.

Section 10-15. - Historic district regulations:

(a) *Review.*

(1) Activities for which no Historic District review is required:

a. General maintenance and repairs that do not change the appearance of the structure or site;
b. Exterior alterations not visible from a public right-of-way;
c. House painting or staining (including preparation for same and choice of color);
d. Landscaping (including sprinkler system work);
e. All interior alterations;
f. Window screens, except exterior screens on front porches;
g. Window grilles.

(2) All other construction/renovation/repair/demolition activities shall be subject to advance review and approval by the planning director and/or his designee.

(3) Standards against which proposed activity requiring historic district review shall be evaluated:

a. *Setbacks.* The required yard setback shall be equal to the average setback for structures located along the same street block, plus or minus two and one-half (2½) feet. In instances in which no average front yard setback for structures located along the same street block can be determined, the required setback shall be twenty-two and one-half (22½) feet, plus or minus two and one-half (2½) feet.

b. *Secondary structures.* Secondary structures are to be established behind the main structure and hence may not be established in the front yard setback area.

c. *Floor area ratio.* Floor area ratio (FAR) shall be determined by dividing the total square footage of the structure by the total square footage of the lot.

FAR's for new structures or existing structures when any proposed renovations or additions are considered may not exceed 0.50 for one-story homes and 0.75 for two-story homes.

If the average FAR for all structures on the same block as the subject property is more than twenty-five (25) per cent different than the applicable 0.50 and 0.75 FAR listed above, then the FAR limit applicable to the subject property shall be the average FAR for all structures on the same block as the subject property.

d. *Lot size.* Newly created or subdivided lots of regular shape shall be at least five thousand five hundred (5,500) square feet in size, with a road frontage of at least forty (40) feet.

e. *Coverage.* Not more than two-thirds (⅔) of the total area of a lot may be covered by structure(s) and/or impervious surface.

f. *Parking.* Driveways shall be unpaved or covered with brick or gravel. Where covered with unmortared brick or gravel the driveway shall be covered only in two (2) strips for tire lines. No circular driveways or front yard driveways shall be established.

Any garage on site shall be located in the rear yard and shall be of the detached variety sized to accommodate not more than two (2) cars.

g. *Roofline and pitch.* Roofline and roof pitch for additions, renovations, and repairs shall be consistent with the pre-existing roof pitch for the structure.

Roof pitch for new construction shall be consistent with the typical pitch associated with the architectural style of the structure under construction.

Material alteration of original pitch of rooflines is not permitted, except in cases where previous alterations incongruous with the general style of the structure are being corrected.

Bubble skylights are forbidden.

Rafter ends originally serving as a visual architectural feature shall not be cut or covered.

h. *Roofing materials.* Original roofing materials shall be preserved to the extent reasonably possible. If only portions of a roof require repair or replacement those portions shall be repaired/ replaced using materials identical to the pre-existing roofing material. If complete replacement is necessary, complete replacement may be made with metal, wood shakes (fire retardant as required by Code), slate shingles, or composite, asphalt or fiberglass shingles. In instances in which composite, asphalt, or fiberglass shingles are employed such shingles shall feature a similar pattern and color to that found on the pre-existing roof.

If employed, composite, asphalt, or fiberglass shingles for new construction and additions shall be of dark shades of gray or brown to simulate the appearance of weathered wood or slate shingles.

i. *Number of stories.* Colonial Revival, Craftsman Bungalow, Tudor Revival and Charleston Single houses may be two (2) complete stories in height. All other house styles shall not feature more than one complete story.

Half-stories or finished attics above the story limit set forth above are permitted so long as the addition of dormers or other windows does not materially alter the historic character of the structure.

Second story or half-story additions shall be constructed in the same materials and built in the same style as the original portion of the house.

j. *Porches.* Original materials and dimensions of pre-existing porches shall be maintained.

Screening in or enclosing front porches shall not be permitted.

k. *Building materials.* Construction shall utilize siding of brick, wood, or stucco. Siding materials shall not be "mixed" (i.e. one face or portion of a face covered in one siding with other portions of the house finished in another type of siding) unless the structure featured mixed siding prior to the effective date of this ordinance.

When siding is replaced it shall be replaced with siding of the same type and of similar dimensions to the extent reasonably possible.

l. *Building orientation.* structures shall be oriented toward the street and feature a well-defined entrance.

In the case of a corner lot that faces two (2) streets, the building shall be oriented to face the street on which it has a narrower frontage.

In the case of a square corner lot, the building shall be oriented towards the busier of the streets.

m.

Density. Multi-family housing shall not be established within the district. An accessory dwelling unit in the form of a single apartment over a detached garage is permissible, however.

n. *Architectural style and details.* Buildings and additions/renovations shall be designed to replicate the following styles: Craftsman, Bungalow, Minimal-Traditional, Charleston Single Style, Colonial Revival, Tudor Revival, and Prairie.

Ornamentation installed on a structure or utilized on additions/renovations shall be consistent in style with the style of the structure as a whole.

Gutters and downspouts shall match the color of either the building body or the building trim.

o. *Fences and walls.* Fences and retaining walls shall be constructed of stone, brick, stuccoed concrete, or wood pickets. Fences constructed of all other materials shall not be permitted.

Front yard retaining walls shall not exceed two (2) feet in height absent a certification of necessity from a registered South Carolina engineer. Front yard fences shall not feature a solid façade or exceed four (4) feet in height.

p. *Demolition.* Demolition of structures listed on the contributing structure inventory shall not be allowed unless the estimated cost to repair the structure to current building code exceeds fifty (50) per cent of the assessed value of the improvements on the parcel.

Demolition of structures not listed on the contributing structure inventory shall be allowed by way of permit.

(Ord. No. 2008-22, § 2, 4-24-08; Ord. No. 2017-076, 11-21-2017)

Sections 10-16—10-19. - Reserved.

Section 10-20. - Conservation district regulations:

(a) *Design review.* Conservation district review is required for any new construction and for any alteration to roofline, height, or footprint of an existing structure.

(b) *Standards against which proposed activities requiring conservation district review will be evaluated:*

(1) *Setbacks.* The required front yard setback shall be equal to the average setback for structures located along the same street block, plus or minus two and one-half (2½) feet. In instances in which no average setback for structures located along the same street block can be determined, the required setback shall be twenty-two and one-half (22½) feet, plus or minus two and one-half (2½) feet.

Secondary structures are to be established behind the main structure and hence may not be established in the front yard setback area.

(2)

Floor area ratio (FAR). Floor area ratio shall be determined by dividing the ratio total square footage of the structure by the total square footage of the lot.

FAR's for new structures or existing structures when any proposed additions/renovations are considered may not exceed 0.50 for one-story homes and 0.75 for two-story homes.

If the average FAR for all structures on the same block as the subject property is more than twenty-five (25) per cent different than the applicable 0.50 and 0.75 FAR listed above then the FAR limit applicable to the subject property shall be the average FAR for all structures on the same block as the subject property.

(3) *Lot size.* Newly created or subdivided lots of regular shape shall be at least five thousand five hundred (5,500) square feet in size, with a road frontage of at least forty (40) feet.

(4) *Coverage.* Not more than 2/3 of the total area of a lot may be covered by structures and/or impervious surface.

(5) *Roofline and pitch.* Roof pitch for additions, renovations, and repairs shall be consistent with the pre-existing roof pitch for the structure.

Roof pitch for new construction shall be consistent with the pre-existing roof pitch for the structure.

Roof pitch for new construction shall be consistent with the typical pitch associated with the architectural style of the structure under construction.

Material alteration of original pitch of rooflines is not permitted, except in cases where previous alterations incongruous with the general style of the structure are being corrected.

Rafter ends originally serving as a visual architectural feature shall not be cut or covered.

(6) *Number of stories.* Colonial Revival, Charleston Single, Craftsman and Tudor Revival style houses may be two (2) complete stories in height. All other house styles shall not feature more than one complete story.

Half-stories or finished attics above the story limit set forth above are permitted so long as the addition of dormers or other windows does not materially alter the historic character of the structure. A third story, in the form of an open or enclosed drive under garage, may be permitted should the structure be required to be elevated.

Second-story or half-story additions shall be constructed in the same materials and built in the same style as the original portion of the house.

(7) *Porches.* Original materials and dimensions of pre-existing porches shall be maintained.

Screening in or enclosing front porches shall not be permitted.

(8)

Building orientation. Structures shall be oriented toward the street and feature a well-defined entrance.

In the case of a corner lot that faces two (2) streets, the building shall be oriented to face the street on which it has a narrower frontage.

In the case of a square corner lot, the building shall be oriented towards the busier of the streets.

(9) *Density.* An accessory dwelling unit in the form of a single apartment over a detached garage is permissible.

(10) *Fences and walls.* Front yard fences and retaining walls shall be constructed of stone, brick, stuccoed concrete, or wood pickets.

Fences of all other materials shall not be permitted.

Front yard retaining walls shall not exceed two (2) feet in height absent a certification of necessity from a registered South Carolina engineer.

Front yard fences shall not feature a solid façade or exceed four (4) feet in height.

(11) *Demolition.* Demolition of structures listed on the contributing structure inventory shall not be allowed unless the estimated cost to repair the structure to current building code exceeds fifty (50) per cent of the assessed value of the improvements on the parcel.

Demolition of structures not listed on the contributing structure inventory shall be allowed by way of permit.

(Ord. No. 2008-22, § 2, 4-24-08; Ord. No. 2017-076, 11-21-2017; Ord. No. 2020-008, Exh. A, 1-23-2020)

Sections 10-21—10-29. - Reserved.

Section 10-30. - Review procedures:

(a) *Application.* Any person seeking a permit for work for which a permit is required under this article shall submit to the planning director (or his designee) a written application for such permit or other historic district/conservation district-related decision. The director shall prepare a permit application form and provide it to any person on request. The same form may be used for both the application and the decision thereon. A single form may be used for multiple projects on the same site. A permit application is complete only when it is accompanied by the appropriate application fee, in an amount set by resolution of the city council. The form may call for the following information:

(1) Name, address and telephone number of the applicant and, if applicable, the name address, and telephone number and license number, if any, of the contractor;

(2) Address and zoning district of the property where the work is proposed to be performed;

(3) Accurate and scaled site plan showing the location of property lines, buildings, parking areas, driveways, landscaped areas, utility poles and wires, and existing and proposed signs on the site;

(4) Accurate and scaled building elevation showing existing and proposed building features;

(5) Accurate and scaled plans, details and samples showing the work to be performed;

(6) The landowner's written consent to the proposed work, which may be shown by signature on the application;

(7) A statement as to whether the property or parcel on which the work is proposed to be performed is the subject of any outstanding notice of violation or notice to correct;

(8) Photographs of the existing property, parcel and/or building on which the work is proposed to be performed.

(b) *Incomplete applications.* If the planning director (or his/her designee) finds that any application for a permit is incomplete, the applicant shall be so notified not more than thirty (30) calendar days after the application is received. The notice shall detail all known points of incompleteness. The applicant may resubmit the application in complete form without paying the application fee again, one time, within thirty (30) calendar days of when the notice of incompleteness is given. If the director fails to provide notice of incompleteness within thirty (30) calendar days, then the application shall be deemed complete as of the last day on which notice of incompleteness could have been timely given.

(c) *Permit to perform work.* An applicant for a permit to perform work within this Historic District or Conservation District must also secure any and all other reviews, permits, and/or approvals that may be required by other provisions of the Municipal Code, state law, or federal law.

(d) *Validity of permit.* The issuance or granting of a permit shall not be construed to be a permit for, or an approval of, any violation of any of the provisions of this article or of any other provision of this Code or state or federal law. Permits appearing to give authority to violate or cancel the provisions of this article or other provisions of this Code or state or federal law shall not be valid.

(e) *Permits issued in error.* The issuance of a permit based on plans, specifications and other data shall not prevent the director from thereafter requiring the correction of errors in said plans, specifications and other data, or from preventing building operations being carried on thereunder when in violation of this article or of any other provision of this Code.

(f) *Suspension or revocation of permit.* The director may, in writing, suspend or revoke a permit issued under the provisions of this article whenever the permit is issued in error or on the basis of incorrect information supplied, or in violation of any ordinance or regulation or any of the provisions of this article, state law, or federal law. Contested revocations under this section shall be heard and appealed in the same manner as any other permit-related decision.

(g)

Rules of decision. The planning director (or his/her designee) shall approve all permit applications which fully comply with the requirements of this article and all other applicable laws, rules, regulations and requirements. For any permit application which does not comply with this article and all other applicable laws, the director (or his/her designee) shall deny the application and give notice of such decision detailing the reasons for denial to the applicant not more than thirty (30) calendar days after the application is found or deemed complete. If such notice is not timely given, and the applicant does not waive time, then the application shall be deemed denied and the applicant shall be entitled to appeal the decision.

(h) *Administrative decision and review thereof.* All matters of enforcement, interpretation and application of this article, including decisions on permits and all other all historic district or conservation district-related decisions, shall be made by the director (or his/her designee) as an administrative matter. No public hearing required shall be required for decisions by the planning director (or his/her designee). Appeals of the decision of the planning director (or his/her designee) shall be made to the BOZA in accordance with that body's established rules and procedures.

(i) *When appeal right to BOZA arises.* Unless timeliness of decision is waived by the applicant or appellant, the right to appeal a historic district or conservation district-related decision arises at the earliest of: when notice of the decision is personally delivered to or mailed to the applicant; or the expiration of the time in which the planning director (or his/her designee) is required to make a decision.

(j) *Timeliness of decision; waiver of time.* Unless otherwise provided, at each stage of review, all historic district or conservation district-related decisions shall be made within thirty (30) calendar days. This time period begins at the earliest of when the permit application is complete, when a written request for interpretation has been received, or when the appeal has been timely and properly filed, as applicable. When any such decision is not made within the required time, and the applicant or appellant does not waive time, then the application or appeal shall be deemed denied and the applicant or appellant shall have the immediate right to appeal to the next level of review. The timeliness requirement may be waived by the applicant or appellant at any stage of the process.

(k) *Maintenance of status quo.* While any historic district or conservation district-related decision is pending, the status quo shall be maintained until the review or appeal has run its full course, unless the subject property/structure is in such physical condition that it presents a serious and immediate threat to the public health and safety, in which case it may be summarily abated as a public nuisance, pursuant to applicable law.

(Ord. No. 2008-22, § 2, 4-24-2008)

Sections 10-31—10-34. - Reserved.

Section 10-35. - Priority of the Olde North Charleston Historic/Conservation District requirements.

(1) No historic district/conservation district requirement set forth within this chapter shall be applied in

such a fashion as to:

a. Conflict with a standardized code or law adopted by the city:
   i. In a form specified by state or federal law, or
   ii. In order to discharge a requirement imposed upon the city by state or federal law, or
b. Adversely impact any recognized police, fire, flood, pollution, runoff, seismic, or other rating given to the city or its citizens; or
c. Amend, purport to amend, alter or purport to alter any state or federal law or regulation otherwise applicable.

(2) Exemption for Olde North Charleston Historic and Neighborhood Conservation Districts. Developments approved in areas located in the historic overlay district (section 10-15) and the neighborhood conservation overlay district (section 10-20) shall not be required to satisfy the minimum lot area, lot width, road frontage, and lot depth requirements under subsections 18-40(a) and 18-40(b) provided that all requirements of the zoning ordinance, including those specific to the individual district, have been met to the satisfaction of the zoning administrator.

(3) Exemption for lots created by the replacement of a nonconforming manufactured home park as per section 6-1(a)(1) of the zoning regulations. Lots created by the replacement of a nonconforming manufactured home park as per section 6-1(a)(1) of the zoning regulations shall not be required to satisfy the minimum lot area, lot width, road frontage, and lot depth requirements under subsection 18-40(a) and 18-40(b) of article X of the zoning regulations, provided that all requirements of the zoning ordinance, including the minimum of thirty (30) feet of frontage along a street which has been accepted for continual maintenance by the state, one (1) of its political subdivisions, or a homeowner's association or other responsible entity as outlined in section 18-40(d) of the subdivision regulations have been met.

(Ord. No. 2008-22, § 2, 4-24-2008; Ord. No. 2015-026, 6-25-2015; Ord. No. 2022-009, Exh. A, 1-27-2022)

Sections 10-36—10-39. - Reserved.

Section 10-40. - Definitions:

Addition:

(1) Construction that increases the living or working space of an existing structure, and is capable of being mechanically heated or cooled. (ex. porch enclosures, room additions, etc.)
(2) An alteration that changes the exterior height of any portion of an existing building.
(3) Any extension of the footprint of the structure, including porches and decks.

Appropriate: Suitable for, or compatible with, a structure or district, based upon accepted standards and techniques for historic preservation and urban design as set forth in the Secretary of the Interior's Standards and these guidelines.

Architectural: Any of the component parts that comprise the exterior of a building,

Feature/element: Structure or object that convey the style of a building. (ex. Victorian, Bungalow, etc.)

Compatible: To conform or be in harmony with the components of the style of a building or the character of a district.

Contributing building, structure, or site: A building, structure or site that reinforces the visual integrity or interpretability of a historic district. A contributing building is not necessarily "historic" (50 years old or older). A contributing building may lack individual distinction but add to the historic district's status as a significant and distinguishable entity.

Demolition: Active deconstruction in whole or in part of a building, object, or site.

Elevation:

(1) Height in terms of distance from grade;

(2) An exterior wall of a building, usually used in referring to portions other than the façade;

(3) A mechanically accurate, "head on" drawing of a face of a building or object, without any allowance for the effect of the laws of perspective. Any measurement on an elevation will be in a fixed proportion, or scale, to the corresponding measurement on the real building.

Exterior change: An action that would alter the appearance of a structure. Examples include change in roof pitch or form, or replacing or covering exterior siding with substitute material, reducing, enlarging, closing or relocating window or door openings.

General maintenance: Work meant to remedy damage due to deterioration of a structure or its appurtenances or general wear and tear, which will involve no change in repair materials, dimensions, design, configuration, color, texture or visual appearance.

In-kind replacement: To replace a feature of a building with materials of the same characteristics, such as material, texture, color, etc.

Mass: The physical size and bulk of a structure.

New construction: The construction of any freestanding structure on a lot that ordinarily requires a permit. This may apply to a variety of activities such as storage buildings, carports & garages, secondary dwellings, etc.

Non-contributing building site: A building, structure or site which no longer reinforces the visual integrity of the district either because it is a vacant parcel, or outside structure of the period of significance of the district or it is an historic structure that has lost its integrity through inappropriate additions or the loss of three or more of its original character defining features i.e. porch, windows, siding.

Orientation: Generally, orientation refers to the manner in which a building relates to the street. The entrance to the building plays a large role in the orientation of a building; whereas, it should face the street.

Period of significance:

(1) For an individual structure: the date of construction plus or minus ten years;

(2) For the oldest building within the boundaries to the date by which significant development ended.

Preservation: The act or process of applying measures to sustain the existing form, integrity and materials of a building or structure, and the existing form and vegetative cover of a site. It may include initial stabilization work, where necessary, as well as ongoing maintenance of the historic building materials.

Protection: The act or process of applying measures designed to affect the physical condition of a property by defending or guarding it from deterioration, loss or attack or to cover or shield the property from danger of injury. In the case of buildings and structures, such treatment is generally of a temporary nature and anticipates future historic preservation treatment; in the case of archaeological sites, the protective measure may be temporary or permanent.

Reconstruction: The act or process of reproducing by new construction the exact form and detail of a vanished building, structure or object, or part thereof, as it appeared at a specific period of time.

Scale: The size of structure as it appears to the pedestrian.

Size: The dimensions in height and width of a building's face.

Streetscape: Generally, the streetscape refers to the character of the street, or how elements of the street form a cohesive environment.

(Ord. No. 2008-22, § 2, 4-24-2008)

Sections 10-41—10-49. - Reserved.

Section 10-50. - Contributing structure inventory.

North Charleston Historic District Structure Index

DT	ID	TMS	Situs House No.	Situs Street Name	Year Built	Land Use(Chas. Co.)
HD	1	470-08-00-244	1004	Alamo Street	1910	SFR
HD	2	470-08-00-243	1005	Alamo Street	1935	SFR

HD	3	470-08-00-245	1006	Alamo Street	1930	SFR
HD	5	470-08-00-246	1010	Alamo Street	1930	SFR
HD	6	470-08-00-241	1011	Alamo Street	1940	SFR
HD	7	470-08-00-247	1014	Alamo Street	1930	SFR
HD	8	470-08-00-240	1015	Alamo Street	1940	SFR
HD	9	470-08-00-248	1018	Alamo Street	1940	SFR
HD	10	470-08-00-239	1019	Alamo Street	1940	SFR
HD	11	470-08-00-249	1022	Alamo Street	1940	SFR
HD	12	470-08-00-238	1023	Alamo Street	1940	APARTMENT
HD	13	470-08-00-258	1004	Bethany Street	1935	SFR
HD	14	470-08-00-257	1005	Bethany Street	1930	SFR
HD	15	470-08-00-256	1007	Bethany Street	1935	SFR

HD	16	470-08-00-322	1009	Bethany Street	1940	SFR
HD	18	470-08-00-259	1018	Bethany Street	1942	SFR
HD	19	470-08-00-260	1022	Bethany Street	1940	SFR
HD	20	470-08-00-255	1023	Bethany Street	1940	SFR
HD	21	470-08-00-254	1027	Bethany Street	1940	SFR
HD	22	470-08-00-261	1028	Bethany Street	1955	SFR
HD	23	470-08-00-262	1034	Bethany Street	1965	DUPLEX
HD	24	470-08-00-215	1049	Bethany Street	1899	TRIPLEX
HD	25	470-08-00-214	1053	Bethany Street	1945	SFR
HD	26	470-08-00-213	1057	Bethany Street	1945	SFR
HD	27	470-08-00-229	1004	Buist Avenue	1950	SFR
HD	28	470-08-00-230	1006	Buist Avenue	1950	SFR

HD	29	470-08-00-231	1010	Buist Avenue	1959	SFR
HD	30	470-08-00-232	1014	Buist Avenue	1945	SFR
HD	31	470-08-00-233	1018	Buist Avenue	1950	SFR
HD	32	470-08-00-224	1054	Buist Avenue	1945	DUPLEX
HD	33	470-08-00-153	1056	Buist Avenue	1956	SFR
HD	34	470-08-00-154	1058	Buist Avenue	1940	SFR
HD	37	470-08-00-188	4716	Colie Morse Lane	1922	SFR
HD	38	470-08-00-183	4717	Colie Morse Lane	1935	SFR
HD	39	470-08-00-189	4722	Colie Morse Lane	1940	SFR
HD	40	470-08-00-182	4723	Colie Morse Lane	1940	SFR

HD	41	470-08-00-190	4730	Colie Morse Lane	1945	SFR
HD	43	470-08-00-271	1004	Crawford Street	1930	SFR
HD	44	470-08-00-270	1005	Crawford Street	1940	SFR
HD	45	470-08-00-269	1007	Crawford Street	1931	SFR
HD	46	470-08-00-272	1010	Crawford Street	1940	SFR
HD	48	470-08-00-273	1022	Crawford Street	1940	SFR
HD	49	470-08-00-267	1023	Crawford Street	1945	SFR
HD	50	470-08-00-267	1023	Crawford Street	1945	SFR (IN REAR OF HOUSE)
HD	51	470-08-00-266	1027	Crawford Street	1940	SFR
HD	53	470-08-00-265	1029 A-B	Crawford Street	1940	DUPLEX
HD	54	470-08-00-281	1004	Delsey Street	1915	SFR

HD	55	470-08-00-280	1005	Delsey Street	1944	SFR
HD	56	470-08-00-282	1010	Delsey Street	1915	SFR
HD	57	470-08-00-279	1011	Delsey Street	1930	SFR
HD	58	470-08-00-283	1022	Delsey Street	1940	SFR
HD	59	470-08-00-278	1023	Delsey Street	1931	SFR
HD	60	470-08-00-284	1034	Delsey Street	1928	SFR
HD	61	470-08-00-156	4620	Oakwood Avenue	1945	DUPLEX
HD	63	470-08-00-157	4624	Oakwood Avenue	1945	DUPLEX
HD	64	470-08-00-158	4630	Oakwood Avenue	1945	DUPLEX
HD	65	470-08-00-159	4640	Oakwood Avenue	1955	DUPLEX
HD	67	470-08-00-163	4650	Oakwood Avenue	1948	SFR
HD	68	470-08-00-164	4654	Oakwood Avenue	1927	SFR

HD	69	470-08-00-165	4658	Oakwood Avenue	1935	SFR
HD	70	470-08-00-234	4602	O'Hear Avenue	1938	SFR
HD	72	470-08-00-223	4611	O'Hear Avenue	1948	SFR
HD	73	470-08-00-223	4611	O'Hear Avenue		SFR (IN REAR OF HOUSE)
HD	74	470-08-00-236	4612	O'Hear Avenue	1973	TRIPLEX
HD	76	470-08-00-222	4615	O'Hear Avenue	1930	SFR
HD	77	470-08-00-237	4620	O'Hear Avenue	1940	SFR
HD	78	470-08-00-221	4621	O'Hear Avenue	1930	SFR
HD	79	470-08-00-219	4625	O'Hear Avenue	1918	SFR
HD	80	470-08-00-238	4626	O'Hear Avenue	1940	SFR
HD	82	470-08-00-218	4631	O'Hear Avenue	1920	SFR
HD	83	470-08-00-250	4634	O'Hear Avenue	1930	SFR

HD	84	470-08-00-217	4635	O'Hear Avenue	1940	SFR
HD	86	470-08-00-216	4643	O'Hear Avenue	1940	SFR
HD	87	470-08-00-251	4644	O'Hear Avenue	1917	SFR
HD	88	470-08-00-253	4654	O'Hear Avenue	1917	SFR
HD	92	470-08-00-263	4672	O'Hear Avenue	1940	SFR
HD	93	470-08-00-264	4678	O'Hear Avenue	1940	SFR
HD	94	470-08-00-265	4684	O'Hear Avenue	1940	SFR
HD	95	470-08-00-274	4704	O'Hear Avenue	1940	SFR
HD	96	470-08-00-274	4704	O'Hear Avenue	1940	DUPLEX (IN REAR OF PROPERTY)
HD	97	470-08-00-211	4707	O'Hear Avenue	1936	SFR
HD	98	470-08-00-275	4712	O'Hear Avenue	1940	SFR
HD	99	470-08-00-209	4715	O'Hear Avenue	1937	SFR

HD	102	470-08-00-277	4722	O'Hear Avenue	1940	SFR
HD	103	470-08-00-206	4725	O'Hear Avenue	1930	SFR
HD	105	470-08-00-204	4733	O'Hear Avenue	1930	DUPLEX
HD	107	470-08-00-285	4738	O'Hear Avenue	1928	SFR
HD	109	470-08-00-274	4704-A	O'Hear Avenue	1940	SFR

North Charleston Conservation District Structure Index

DT	ID	TMS	Situs House No.	Situs Street Name	Year Built	Land Use (Chas. Co.)
CD	067	470-08-00-028	1055	Glenshaw Street	1926	SFR
CD	051	470-08-00-142	1077	Buist Avenue	1930	SFR
CD	111	470-08-00-174	4662	Jenkins Avenue	1935	SFR
CD	001	470-08-00-023	1049	Bexley Street	1940	SFR
CD	004	470-08-00-025	1052	Bexley Street	1940	SFR

CD	007	470-08-00-027	1056	Bexley Street	1940	SFR
CD	009	470-08-00-029	1058	Bexley Street	1940	SFR
CD	016	470-08-00-032	1068	Bexley Street	1940	SFR
CD	019	470-08-00-014	1071	Bexley Street	1940	SFR
CD	020	470-08-00-034	1072	Bexley Street	1940	SFR
CD	022	470-08-00-013	1075	Bexley Street	1940	SFR
CD	030	470-08-00-009	1083	Bexley Street	1940	SFR
CD	031	470-08-00-040	1084	Bexley Street	1940	SFR
CD	034	470-08-00-006	1089	Bexley Street	1940	SFR
CD	037	470-08-00-003	1095	Bexley Street	1940	SFR
CD	077	470-08-00-127	1071	Glenshaw Street	1940	SFR
CD	082	470-08-00-123	1079	Glenshaw Street	1940	SFR

CD	106	470-08-00-081	4625	Jenkins Avenue	1940	SFR
CD	117	470-08-00-121	4336	Oakwood Avenue	1942	DUPLEX
CD	045	470-08-00-150	1059	Buist Avenue	1943	SFR
CD	002	470-08-00-024	1050	Bexley Street	1944	SFR
CD	014	470-08-00-017	1065	Bexley Street	1945	SFR
CD	044	470-08-00-151	1053	Buist Avenue	1945	SFR
CD	049	470-08-00-147	1071	Buist Avenue	1945	SFR
CD	050	470-08-00-143	1075	Buist Avenue	1945	SFR
CD	066	470-08-00-131	1053	Glenshaw Street	1945	SFR
CD	136	470-08-00-096	4601	Oakwood Avenue	1945	SFR
CD	142	470-08-00-167	4673	Oakwood Avenue	1945	DUPLEX
CD	108	470-08-00-087	4632	Jenkins Avenue	1946	SFR

CD	138	470-08-00-093	4631	Oakwood Avenue	1946	SFR
CD	006	470-08-00-026	1054	Bexley Street	1947	SFR
CD	139	470-08-00-091	4651	Oakwood Avenue	1947	SFR
CD	015	470-08-00-016	1067	Bexley Street	1948	SFR
CD	052	470-08-00-325	1081	Buist Avenue	1950	SFR
CD	079	470-08-00-126	1073	Glenshaw Street	1950	SFR
CD	140	470-08-00-169	4661	Oakwood Avenue	1950	SFR
CD	043	470-08-00-152	1049	Buist Avenue	1952	SFR
CD	154	470-08-00-328	4525	O'Hear Avenue	1952	SFR
CD	021	470-08-00-035	1074	Bexley Street	1954	SFR
CD	032	470-08-00-008	1085	Bexley Street	1955	SFR
CD	055	470-08-00-106	1087	Buist Avenue	1955	SFR

CD	057	470-08-00-105	1089	Buist Avenue	1955	SFR
CD	061	470-08-00-103	1093	Buist Avenue	1955	SFR
CD	062	470-08-00-102	1095	Buist Avenue	1955	SFR
CD	069	470-08-00-130	1059	Glenshaw Street	1955	SFR
CD	103	470-08-00-083	4605	Jenkins Avenue	1955	SFR
CD	107	470-08-00-086	4626	Jenkins Avenue	1955	SFR
CD	112	470-08-00-041	4316	Oakwood Avenue	1955	SFR
CD	121	470-08-00-117	4403	Oakwood Avenue	1955	SFR
CD	059	470-08-00-104	1091	Buist Avenue	1958	SFR
CD	109	470-08-00-346	4638	Jenkins Avenue		SFR

(Ord. No. 2008-22, § 2, 4-24-2008)

Sections 10-51—10-59. - Reserved.

Section 10-60. - Predominant style index.

Predominant Styles:

Minimal Traditional Cottage

Defining characteristics:

- Generally 1 or 1½ stories.
- Simple in form with little or no ornamentation.
- Typically wood-sided.
- Low-pitched gable roofs.

Craftsman style

Defining characteristics:

•Generally 1 or 2 stories.

•Commonly clad with stone, brick or stucco.

•Low-pitched front side gable roofs.

•Wide-eave overhangs, typically with exposed rafters and triangular knee braces.

•Full-width porches with heavy, square battered columns and piers that extend to the ground.

Colonial Revival

Defining characteristics:

- Generally 2 stories with a symmetrical façade.
- Typically side gabled or gambrel roofs.
- Dominant entrance, usually with a decorative pediment supported by slender columns or pilasters.
- Windows are often paired and have double hung, multi-panel sashes.

Tudor Revival

Defining characteristics:

- Generally 2 stories.
- Steeply pitched roof, usually side-gabled.
- Façade dominated by one or more prominent gables.
- Brick, stone and stucco veneers and decorative half timbering.
- Grouped, tall narrow windows, with multi-pane glazing.
- Massive chimneys, with decorative chimney pots on each flue.

Prairie Style

Defining characteristics:

•Horizontal lines.

•Flat or low-pitched hip roof.

•Broad, overhanging eaves.

•Windows grouped in horizontal bands.

•Integration with landscape.

•Solid, thick construction.

Charleston Single

Defining characteristics:

•1 or 2 stories.

•One room wide.

•Two rooms deep.

•A gabled roof with the gable side facing the street.

(Ord. No. 2008-22, § 2, 4-24-2008)

ARTICLE XI. - STANDARDS FOR PLACEMENT OF SMALL WIRELESS FACILITIES IN COVERED AREAS

Section 11-1. - Definitions.

The definitions set forth in this appendix A, section 11-1 are only applicable to article XI of the zoning ordinance, and to the extent any of the defined terms are inconsistent with the same term defined in article IX of this zoning ordinance, the definitions set forth in this article XI shall control.

Accessory equipment means any equipment serving or being used in conjunction with a wireless facility or wireless support structure. This equipment includes, but is not limited to, utility or transmission equipment, power supplies, electric meter, concealment elements, telecommunications demarcation box, ground-based enclosures, grounding equipment, power transfer switch, cut-off switch, and vertical cable runs for the connection of power and other services.

Administrative approval means zoning approval that the zoning director or designee is authorized to grant after administrative review.

Administrative review means an evaluation of an application for small wireless facility by the zoning director or the evaluation of an application for encroachment permit by the public works director or their designee.

Antenna means communication equipment that transmits or receives electromagnetic radio frequency signals used in the provision of wireless services.

Applicable codes means uniform building, energy, electrical, plumbing, mechanical, gas, and fire codes in S.C. Code 1976, Title 6, Chapter 9, local amendments to those codes authorized by state law, and local codes or ordinances which impose requirements defined in section 11-5 of this article including objective design and concealment standards to regulate location, context, material, color, stealth and concealment standards on a uniform and nondiscriminatory basis.

Applicant means any person who submits an application for encroachment permit or application for small wireless facility to the city and is a wireless services provider or a wireless infrastructure provider.

Application for encroachment permit means an application submitted by an applicant for an encroachment permit to be reviewed by the department of public works. In the proper context, an application for encroachment permit may be referred to as an application.

Application for small wireless facility means an application submitted by an applicant for a permit to: (i) collocate a small wireless facilities; or, (ii) construct, install, maintain, operate, replace or modify a utility pole, wireless support structure or decorative pole. In the proper context, an application for small wireless facility may be referred to as an application.

Cable, communications, fiber or electric easement means an easement, granted to a cable or video service provider, a communications service provider (including, without limitation, a telephone utility), a fiber optics cable services provider, or an electric services provider created or authorized by state law to provide such services, that runs parallel to and abuts or is within a rights-of-way and is occupied by existing utility poles or wireless support structures carrying electric distribution lines, wires, cable, conduit, fiber optic cable for

telecommunications, cable or electric service or supporting municipal street lights, or security lights. The term cable, communications, fiber or electric easement excludes easements for service drops or lines connecting the customer's premises to the cable, communications, fiber or electrical provider.

City-owned pole means (i) a utility pole owned or operated by the city in covered areas, including a utility pole that provides lighting or traffic control functions, or other law enforcement functions, including light poles, traffic signals, and structures for signage, and (ii) a pole or similar structure owned or operated by the city in a covered area that supports only wireless facilities.

Collocate means to install, mount, maintain, modify, operate, or replace one (1) or more wireless facilities on, under, within, or adjacent to an existing wireless support structure or utility pole located in covered areas within the jurisdiction of the city. Collocation has a corresponding meaning.

Concealment elements means any design feature, including, but not limited to, painting, landscaping, and/or shielding requirements and restrictions on proportions, or physical dimensions in relation to the surrounding area or supporting structures that are intended to make a wireless facility or any supporting structure supporting it less visible to the casual observer.

County means as applicable either Berkeley, Charleston or Dorchester County.

Covered areas means the surface of, and space above and below, any public rights-of-way, ROW, city rights-of-way, public rights-of-way, and cable, communications, fiber or electric easement as those terms are defined herein.

Day means calendar day unless the last day for the city or an applicant to act under this article ends on a weekend, holiday, or time when all but city emergency services are closed due to weather or some unforeseen situation.

Decorative pole means a pole specially designed and placed for aesthetic purposes and on which no appurtenances or attachments, other than specially designed informational or directional signage or a temporary holiday or special event attachments, have been placed or are permitted to be placed according to nondiscriminatory municipal practices.

Design district means an area that is zoned, or otherwise designated by a city ordinance, and for which the city maintains and enforces unique design and aesthetic standards on a uniform and nondiscriminatory basis.

Facilities means any equipment and physical assets owned by a permittee or by a permittee's customers and under the control of the permittee that are reasonably necessary and appropriate for the provision of wireless services including, but not limited to wireless facilities, small wireless facilities, accessory equipment, aboveground and underground fiber optic and coaxial cable, conduit, wires, and any supporting structures such as utility poles, wireless support structures, or decorative poles, whether existing, replacement or new structures, and whether referred to singly or collectively.

Fee means a one-time charge.

Historic district means an area that is zoned or otherwise designated as a historic district under municipal, state or federal law and for which the city maintains and enforces unique design and aesthetic standards on a uniform and nondiscriminatory basis.

Micro wireless facility means a small wireless facility that meets the following qualifications: (i) is not than two and one-half (2.5) cubic feet, excluding a single antenna and mount; and (ii) any exterior antenna or mount is no longer than eleven (11) inches.

Permittee means any person that has been granted approval of an application for encroachment permit or application for small wireless facility in the covered areas pursuant to this article, including its successors and assigns.

Person means an individual, corporation, limited liability company, partnership, association, trust, or other entity or organization, including the city.

Public works director means the director of the department of public works for the City of North Charleston or his/her designee. In the proper context, the public works director may be referred to as the director. The public works director and the zoning director may be referred to herein collectively as the directors.

Rate means a recurring charge.

Rights-of-way or ROW or city rights-of-way or public rights-of-way means that area on, below, or above a public roadway, highway, street, sidewalk, alley dedicated to, managed or controlled by the city, county or the State of South Carolina, but not including a federal interstate highway, in the city.

Small wireless facility means a wireless facility that meets both of the following qualifications: (i) each antenna is located inside an enclosure of no more than six (6) cubic feet in volume, or, in the case of an antenna that has exposed elements, the antenna and all of its exposed elements could fit within an imaginary enclosure of not more than six (6) cubic feet; and (ii) all other wireless equipment associated with the facility is cumulatively no more than twenty-eight (28) cubic feet in volume. The following types of associated accessory equipment are not included in the calculation of equipment volume: electric meter, concealment elements, telecommunications demarcation box, ground-based enclosures, grounding equipment, power transfer switch, cut-off switch, and vertical cable runs for the connection of power and other services.

Tower means any structure built for the sole or primary purpose of supporting any Federal Communications Commission (the FCC) licensed or authorized antennas and their associated facilities, including structures that are constructed for wireless communications services including, but not limited to, private, broadcast, and public safety services, as well as unlicensed wireless services and fixed wireless services such as microwave backhaul. This definition does not include utility poles. It is the intent of this article for this definition to be consistent with that definition set forth in 47 C.F.R. 1.40001(b)(9). No tower may be constructed in the covered areas.

Transmission pole means a pole or similar structure that is used in whole or in part to carry electric transmission (as opposed to distribution) lines.

Underground district means an area that is designated by ordinances, zoning regulations, state law, private deed restrictions, including, but not limited to, any such district established pursuant to chapter 17, article VII of the Code of Ordinances, and other public or private restrictions, that prohibit installing above-ground structures in a covered area and for which the city maintains and enforces standards on a uniform and nondiscriminatory basis.

Utility pole means a pole or similar structure that is used in whole or in part for the purpose of carrying electric distribution lines or cables or wires for telecommunications, cable or electric service, or for lighting, traffic control devices, traffic control or directional signage, or a similar function regardless of ownership, including city-owned poles. Such term shall not include structures supporting only wireless facilities, nor shall it include wireless support structures or decorative poles.

Wireless facility means equipment at a fixed location that enables wireless services between user equipment and a communications network, including: (i) equipment associated with wireless communications; (ii) radio transceivers, antennas, coaxial or fiber-optic cable, regular and backup power supplies, and comparable equipment, regardless of technological configuration. The term includes small wireless facilities. The term does not include the structure or improvements on, under, or within which the equipment is collocated, wireline backhaul facilities, coaxial or fiber optic cable that is between wireless support structures or utility poles or coaxial or fiber optic cable that is otherwise not immediately adjacent to, or directly associated with, an antenna.

Wireless infrastructure provider means any person including a person authorized to provide telecommunications service in the state, that builds, installs or maintains utility poles, wireless communication transmission equipment, wireless facilities or wireless support structures.

Wireless services means any services provided using licensed or unlicensed spectrum, including the use of Wi-Fi, whether at a fixed location or mobile, delivered to the public using wireless facilities.

Wireless service(s) provider means a person who provides wireless services.

Wireless support structure means a freestanding structure or other existing or proposed structure designed to support or capable of supporting wireless facilities. Such term shall not include a utility pole.

Zoning director means the zoning administrator of the City of North Charleston or his/her designee. In the proper context, the zoning director may be referred to as the director. The public works director and the zoning director may be referred to herein collectively as the directors.

(Ord. No. 2019-035, 6-27-2019)

Section 11-2. - Purpose and scope.

(a) The purpose of this article is to provide policies and procedures for the placement of small wireless facilities in covered areas within the jurisdiction of the city.

(b) It is the intent of this article to establish uniform standards including, but not limited to:

(1) Prevention of interference with the use of streets, sidewalks, alleys, parkways, utility poles, and other public ways and places;

(2) Prevention of visual and physical obstructions and other conditions that are hazardous to vehicular and pedestrian traffic;

(3) Prevention of interference with other facilities and operations of existing facilities lawfully located in covered areas or public property;

(4) Preservation of the character of neighborhoods where facilities are installed;

(5) Preservation of the character of historic structures, or historic neighborhoods, including, but not limited to, such structures or neighborhoods listed on the National Register of Historic Places or locally designated historic districts; and

(6) Facilitation of the rapid deployment of small wireless facilities to provide the citizens with the benefits of advanced wireless services.

(c) It is the intent of this article to ensure the continued compliance with the existing Code of Ordinances, as well as applicable federal statutes and the rules and regulations of the FCC, including, but not limited to:

(1) The provisions of article V, section 17-141, of this [Code] regarding the "use of streets by utilities," as amended, shall continue to apply to the use of the covered areas as defined herein.

(2) The provisions of article V, public rights-of-way consent, section 10.5-147 of the Code titled "public rights-of-way consent fee for telecommunications companies using city-owned or controlled streets to provide telecommunications services" shall apply to any application for small wireless facility or application for encroachment permit under this article;

(3) The provisions of article III, telecommunications and cable code, section 10.5-50.1 of the Code titled "business license tax on retail telecommunications services" shall apply to any wireless infrastructure provider or wireless services provider providing retail telecommunications services in the city;

(4) To ensure compliance with 47 U.S. Code Section 253—Removal of Barriers to Entry; 47 U.S. Code Section 332(c)(7)—Mobile Services; Federal Communications Commission Declaratory Ruling and Report and Third Order released September 27, 2018 (the "Small Wireless Facility Order") and the Federal Communications Commission Final Rules attached to the Small Wireless Facility Order as Appendix A, both as may be amended in the future (the "FCC Final Rules").

(Ord. No. 2019-035, 6-27-2019)

Section 11-3. - Permitted use and consent.

(a) *Consent subject to satisfaction of conditions*. In accord with Article VIII, Section 15 of the State Constitution and related municipal code and ordinance provisions, the city consents to the use of public rights-of-way by applicants, and for the collocation of a small wireless facility on an existing utility pole, wireless support structure, or decorative pole, or for the placement of a new, modified

or replacement utility pole, wireless support structure or decorative pole for the collocation of a small wireless facility, installed in the covered areas, and for the installation of other facilities necessary for the operation of any such small wireless facility, subject to the following requirements:

(1) *Administrative review*. The applicant's compliance with the administrative review process set forth herein, and the satisfaction of the conditions and other requirements of this article;

(2) *SCDOT/county encroachment permit*. An applicant obtaining any required SCDOT or county issued encroachment permits issued by the South Carolina Department of Transportation (the "SCDOT") or county as to state or county owned or controlled rights-of-way;

(3) *Compliance with ordinances*. The applicant is acting in compliance with this article, the policies governing the use of the city's rights-of-way by the department of public works as they may be adopted and amended from time to time, and any other relevant city ordinance, including, but not limited to those portions of the Code of Ordinances referenced in appendix A, subsection 11-2(c) herein;

(4) *Payment of consent fees*. Payment of the annual municipal consent fee for telecommunications companies to use public rights-of-way as required by S.C. Code 1976, § 58-9-2230, and to the extent not already paid, the initial consent fee shall be paid to the city on or before the approval of any application for small wireless facility or application for encroachment permit, and thereafter, on January 2 of each calendar year that any permit issued pursuant to this article by the zoning director or the director of public works remains in effect;

(5) *Payment of business license taxes*. Payment by the applicant, or any wireless services provider that shall provide any type of retail telecommunications services, as that term is defined in S.C. Code 1976, § 58-9-2200, from the proposed small wireless facility, of the required annual maximum business license tax as required by S.C. Code 1976, § 58-9-2220;

(6) *Limited scope of consent to use public rights-of-way*. The city's consent to the use of the public rights-of-way and/or the issuance of any permit under this article for the use of the public rights-of-way shall be limited and restricted as follows:

a. It shall be non-exclusive;

b. It shall be at the applicant's or permittee's sole cost and expense;

c. It shall be subject to all deeds, easements, dedications, conditions, covenants, restrictions, encumbrances, and claims of title of record which may affect the public rights-of-way;

d. It does not grant any permittee any property interests in the public rights-of-way;

e. Any permit issued is not divisible, and the permittee may not grant any person the right to use or occupy the public rights-of-way; and

f. Is limited to the specific and exclusive purposes as stated herein.

(7)

No rights of use of structures or property. The city's consent to the use of the public rights-of-way or the approval of any application for small wireless facility or the issuance of any encroachment permit does not automatically confer upon any applicant or person any right to place or attach any wireless facilities directly upon or to structures located in the covered areas, including city-owned poles, that are owned by the city or by a third party, or to install wireless facilities on land or structures owned by the city or a third party outside the covered areas, unless and until any and all required additional rights or permission is obtained from the land or structure owned by the city or a third party.

(b) *Permits required*. No person shall collocate a small wireless facility, or modify or install a utility pole, wireless support structure or decorative pole in the covered areas as contemplated by this article without first filing a small wireless facility application and obtaining a permit, and to the extent relevant, filing an application for an encroachment permit and obtaining an encroachment permit. For purposes of clarity, no type of tower as that term is defined in appendix A, section 11-1 herein shall be permitted in the covered areas. This requirement shall apply to all covered areas.

(c) *Permit applications*. All applications for a small wireless facility filed pursuant to this article shall be on an electronic form, as it may be amended from time to time by the zoning director, as required by the city. All applications for encroachment permit shall be on an electronic form, as it may be amended from time to time by the public works director, as required by the city. The applicant may designate portions of its applications materials that it reasonably believes contain proprietary or confidential information as "proprietary" or "confidential" by clearly marking each page of such materials accordingly, and the city shall endeavor to protect materials so designated from public disclosure to the fullest extent permitted by state law.

(d) *Application for small wireless facility requirements*. The application for a small wireless facility permit and/or the application for encroachment permit shall be made by the applicant, or its duly authorized representative as noted in a notarized statement from a person with the applicant with authority to make such an authorization, and shall contain that information required in the application forms, that information otherwise required by this article, and shall also contain the following information and certifications:

(1) The applicant's name, address, telephone number, and e-mail address;

(2) Facility owner's name, address, telephone number, and email address, if different from applicant;

(3) The intended use of the small wireless facility;

(4) The names, addresses, telephone numbers, and e-mail addresses of all consultants, if any, acting on behalf of the applicant concerning the filing of an application;

(5) A general description of the proposed scope of work for the collocation of the small wireless facility or the replacement or construction of a new, modified or replacement utility pole, wireless support structure or decorative pole for the placement of a small wireless facility. The

scope and detail of such description shall be appropriate to the nature and character of the work to be performed, with special emphasis on those matters, including but not limited to sub-surface utilities, likely to be affected or impacted by the work proposed;

(6) Engineering drawings or site plans that demonstrate the following:

a. Height, size, shapes, and colors of the proposed small wireless facility, utility pole, wireless support structure, decorative pole, accessory equipment, facilities, any proposed utility connections, and any proposed ground mounted or underground accessory equipment.

b. How the small wireless facility, accessory equipment and any other related equipment shall be placed upon the utility pole, wireless support structure or decorative pole, and to the extent not placed on the utility pole, wireless support structure or decorative pole, the location and dimensions of any accessory equipment that will be placed on the ground or underground.

c. Applicable signage required by the owner of the utility pole, wireless support structure or decorative pole warning anyone working on or near the utility pole, wireless support structure or decorative pole of potential radio frequency emissions; and a marker or insignia legible at street level identifying the owner of the small wireless facility and its contact information for emergency purposes.

d. To the extent required by the owner of the utility pole, wireless support structure or decorative pole, or the city, the location of a power cut-off switch that operates to terminate electrical power to any part of the small wireless facility emitting radio-frequency radiation, as well as proper signage to demonstrate the location of the cut-off switch and its proper operation.

e. Documentation, both written and visual, demonstrating how the small wireless facility, utility pole, wireless support structure or decorative pole are consistent with both:

1. The overall design and character of the neighborhood and locations in which it will be placed, and with publicly available planned improvements to those neighborhoods; and

2. With the corridor in which they may be placed, including publicly available planned corridor improvements, including, but not limited to, planned undergrounding of utilities.

f. Identify any design district or historic district that the small wireless facility may be located in, and how the applicant meets any additional requirements of such design district or historic district.

g. Identify if the location of the small wireless facility is in any defined underground district, including publicly available planned corridor improvements, including, but not limited to, planned undergrounding of utilities.

h.

Identify the location of all facilities, and for any fiber optic or coaxial cable, conduit or wires, identify the specific location of such facilities, if they are overhead or underground, and the path of its beginning and its end. This location demonstration should specifically identify which small wireless facilities any such fiber optic or coaxial cable, conduit or wires shall connect to.

(7) Identification of any wireless services provider that will provide wireless services at the location of the small wireless facility (e.g., the owner of the small wireless facility shall allow a wireless provider to transmit its radio frequency through the small wireless facility);

(8) When an application for a small wireless facility is part of a larger network of planned small wireless facilities, provide plans for the proposed network of small wireless facilities as a whole so that the directors may evaluate the planned small wireless facilities project as a whole in order to ensure the overall aesthetic impact of the project or other potential negative impacts to the safety of the covered areas is minimized.

(9) Evidence that the utility pole, wireless support structure, or decorative pole, or any new, modified or replacement utility pole, wireless support structure or decorative pole has the structural capacity for the collocation of a small wireless facility and all accessory equipment.

(10) Certificates of insurance in the form meeting the requirements of appendix A, section 11-8 herein.

(11) Certification from an appropriate representative of the applicant that the small wireless facility shall comply with all applicable codes;

(12) Verification of payment of the annual municipal consent or administrative fee for telecommunications companies to use public rights-of-way pursuant to S.C. Code 1975, § 58-9-2230;

(13) Verification of a local business license held by the applicant and the applicant's customer which will transmit or receive radio frequency emissions from the small wireless facility, if applicable;

(14) Evidence the applicant and the applicant's customer who will transmit or receive radio frequency emissions from the small wireless facility, if applicable, are duly authorized to do business in South Carolina;

(15) Evidence the applicant has received any necessary certificate of public convenience and necessity or other required authority from the South Carolina Public Service Commission or the FCC or evidence that it is not required;

(16) A copy of an approved SCDOT encroachment permit and all documents required by SCDOT as part of the SCDOT encroachment permit application, if the proposed location is within a SCDOT right-of-way, or a copy of a county encroachment permit and all documents required by the county as part of the county encroachment permit application, if the proposed location is within a county right-of-way;

(17)

A copy of the applicant's license, lease, attachment agreement or other authorization (with financial and other commercial terms and conditions redacted) from the owner of the utility pole, wireless support structure or decorative pole proposed for collocation of a small wireless facility;

(18) Any other additional information relevant to the applications as may be deemed relevant by either the zoning director or the director of public works as may be permitted by applicable state and federal laws; and

(19) Written acknowledgement by the applicant that no rights of ownership by applicant's customers who will transmit or receive radio frequency emissions from the small wireless facility shall permit any such customer to enter upon, or use the rights-of-way, in any other manner or at any other place, including to add to, or modify or install any wireless facilities at any proposed location, which shall be applicant's sole responsibility. Further, applicant may not install any wireless facilities it does not own at a proposed location unless the person for on whose behalf the equipment will be installed acknowledges and agrees, in a form acceptable to the city attorney, that the city has not granted it a franchise or consent to be in the rights-of-way for the installation of the wireless facilities subject of any application; that it is bound by the applicant's representations; that it shall have no rights or claims against the city of any sort related to the wireless facilities; that its facilities may be subject to taxes, fees or assessments as provided in this article, and that the city may treat any equipment owned by such person as if it were owned by the applicant for all purposes (including, but not limited to, removal and relocation). The acknowledgment and agreement may be provided for all locations within the city, and need not be provided separately, site by site.

(20) Applicants are encouraged to design any new, modified, or replacement utility poles, wireless support structures or decorative poles such that each may accommodate the equipment of multiple wireless service providers.

(21) All applications for small wireless facilities shall contain the following sworn certification:

a. The small wireless facility will be suitably designed, installed and maintained in accordance with good and safe engineering practices, and will comply with applicable ground clearances, electrical safety clearances, and other standard requirements of the National Electrical Safety Code (the "NESC"), and all applicable federal, state and local laws.

b. That all radio frequency radiation emitted from the small wireless facility will be and shall remain at all times in compliance with all applicable governmental and industry safety codes as applied in circumstances where there is uncontrolled access to the radio frequency radiation emitted from the small wireless facility.

c. The small wireless facility shall not result in human exposure to radio frequency radiation in excess of the applicable safety standards specified in 47 C.F.R. Section 1.1307(b) as set forth in the FCC Final Rules.

d.

The installation and operation of the small wireless facility will not interfere with any existing public or private utility systems, or any public safety systems.

e. The owner or permittee of the small wireless facility, including any wireless services provider utilizing the small wireless facility, will comply with any environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to the small wireless facility's installation, maintenance, operation, removal, or abandonment.

f. The owner or permittee of the small wireless facility, including any wireless service provider utilizing the small wireless facility, and the small wireless facility itself, shall upon its installation and for all periods thereafter, comply with all applicable codes.

(e) *Routine maintenance and replacement*. An application for small wireless facility shall not be required for:

(1) Routine maintenance of an existing permitted small wireless facility; or

(2) The installation, placement, maintenance, operation, or replacement of micro wireless facilities that are strung on cables between existing utility poles and/or wireless support structures in compliance with the National Electrical Safety Code by a wireless services provider or a wireless infrastructure provider that is authorized to occupy the public rights-of-way pursuant to an existing valid encroachment permit or SCDOT or county encroachment permit, and that is remitting to the city on an annual basis a consent, franchise, or administrative Fee pursuant to S.C. Code 1976, § 58-9-2230.

(f) *Information updates*. Any amendment to information contained in either an application for a small wireless facility or application for encroachment permit shall be submitted in writing to the zoning director or director of public works within ten (10) business days after the change necessitating the amendment.

(g) *Application fees*. Applications for small wireless facilities under this article and applications for encroachment permits shall be accompanied by a fee as set by the city from time to time for each such application by the city or the directors. Any fees charged for any application necessary for the approval of all components of the small wireless facility shall be consistent with those amounts as outlined in the small wireless facility order, the FCC Final Rules, any limitations imposed by S.C. Code 1976, §§ 58-9-2220 and 58-9-2230, and any future legislation approved by the South Carolina General Assembly.

(h) *No interference with public safety*. A small wireless facility shall be operated and maintained in a manner that does not interfere with public safety (police, traffic control, fire and emergency services) equipment.

(Ord. No. 2019-035, 6-27-2019)

Section 11-4. - Action on applications/timelines for review and approval/denial.

(a) *Review of small wireless facility applications*. The zoning director shall review any application for a small wireless facility permit and the and director of public works shall review any application for an encroachment permit, and to the extent applicable, the zoning board of appeals shall hear and decide any appeal of any decision by the directors. The directors shall review all applications for conformity with the applicable requirements of this article and other Code or requirements, including electrical permit applications and building permit applications, and shall issue all required permits for the construction of a small wireless facility or any encroachment permit on nondiscriminatory terms and conditions subject to the following requirements:

(1) *Initial review/notification of completeness*. Within ten (10) days of receiving any application necessary for the complete approval of a new small wireless facility in the covered areas, the directors must determine and notify the applicant whether the application is complete; or if an application is incomplete, the directors must specifically identify in writing that the application is materially incomplete and specifically identify the missing documents or information that the applicant must submit to render the application complete and the specific provision of this article, rule or regulation creating this obligation. An application is incomplete if it omits or withholds any required information or fails to provide information in sufficient detail to determine whether the work will be performed in accordance with and will result in a small wireless facility that complies with all applicable Code, applicable codes, and other applicable laws. If the applicant responds, but the application remains incomplete, the applicable directors shall notify the applicant in writing that the application remains incomplete within ten (10) days, and also identify the missing documents or information that the applicant must submit to render the application complete and the specific provision of this article, rule or regulation creating this obligation. If an applicant is notified that the application is incomplete, the time for all approvals is reset.

(2) *The timing of a final decision*. The directors shall make their final decision to grant administrative approval or deny an application for collocation of a small wireless facility, an application to modify a utility pole, wireless support structure or decorative pole for collocation of a small wireless facility, or an application for encroachment permit within sixty (60) days of submission of the completed applications. The directors shall make their final decision to grant administrative approval or deny an application for a new, modified or replacement utility pole, wireless support structure, or decorative pole for the placement of a small wireless facility and application for encroachment permit within ninety (90) days of submission of the completed applications.

(3) *Tolling agreement*. Notwithstanding the time requirements set forth herein, the directors may enter into an agreement with any applicant extending the time for action on any application, where such an extension is permitted under applicable law.

(b) *Approval or denial of applications*. If the zoning director determines that the application for a small wireless facility and the public works director determines that the application for encroachment permit comply with the requirements of this article, and each director determines that the applications comply with any other applicable Code, and that that the small wireless facility has been designed in a manner that meets the requirements of this article and as well the existing publicly available planned design of the neighborhood, corridor or covered areas in which it is to be placed, the applications may be approved. Otherwise, the applications may be denied. Decisions to approve or deny an application are final but subject to appeals to the zoning board of appeals as set forth herein.

(1) *Notification of decision*. The directors shall notify the applicant in writing of the final decisions, and if any application is denied, specify the basis for a denial, including citations to federal, state or local code provisions or statutes on which the denial was based.

(2) *Revised applications/resubmittal*. Notwithstanding an initial denial, the applicant may cure the deficiencies identified by the directors and resubmit the application within thirty (30) days of the denial, and the directors shall grant administrative approval or deny the revised application within thirty (30) days of receipt of it. The subsequent review by the directors shall be limited to the deficiencies cited in the original denial.

(3) *Denial of encroachment permits*. The public works director may deny any application for encroachment permit to the extent it is determined that due to insufficient capacity, safety, reliability, or engineering concerns, existing infrastructure is not adequate to support the proposed installation; or the installation or modifications will unduly interfere with other uses of the rights-of-way, or require construction that will be unduly disruptive; or which may not meet the requirements of article V, section 17-141 of the Code of Ordinances, or any other rules and regulations of the city regarding the use of its rights-of-way. The public works director may condition the grant of any encroachment permit upon any conditions deemed necessary. No application for small wireless facility shall be approved if the application for encroachment permit is denied.

(4) *Appeals*. Appeals of any administrative reviews under this article shall be heard and decided by the zoning board of appeals pursuant to Appendix A, section 7-6 of the Code of Ordinances. Any decision adverse to the applicant must be appealed to the zoning board of appeals within ten (10) business days after the issuance of the decision, and in each case where there is a claim by the applicant that the denial of the application will prohibit or have the effect of prohibiting the provision of personal wireless services within the meaning of 47 U.S. Code Section 253(a)—Removal of Barriers to Entry; 47 U.S. Code Section 332(c)(7)—Mobile Services, as further set forth in the Small Wireless Facility Order and the FCC Final Rules. The board of zoning appeals shall hear and determine the appeal applying the standards set forth in this article, and those standards set forth in the small wireless facility order and the FCC final rules to determine if the denial of an application results in an effective prohibition of service. To the extent that an

applicant makes a claim that any preliminary denial will result in an effective prohibition within the meaning of 47 U.S. Code Section 253(a) or 47 U.S. Code Section 332(c)(7), such claim must be supported by testimony and presented by persons with the requisite knowledge, credentials and qualifications to make and establish such facts to prove the claim. The zoning board of appeals shall hear and decide upon any such appeal within those timeframes set forth in appendix A, section 11-4 herein, unless all interested parties enter into a tolling agreement, as defined in appendix A, subsection 11-4(a)(iii).

(c) *Review of eligible facilities requests*. Notwithstanding any other provisions of this article, the directors shall grant administrative approval and may not deny applications that constitute eligible facilities requests for modification of an eligible support structure that does not substantially change the physical dimensions of such structure as provided in 47 CFR 1.40001, within sixty (60) days according to the procedures established under 47 CFR 1.40001(c). Any approval shall be operative, and any permit issued under this subsection shall remain in effect only so long as federal law, 47 U.S.C. 1455, and the FCC regulations established under 47 CFR 1.40001 require the approval of an eligible facilities request as defined therein. By approval, the city solely intends to comply with a requirement of federal law and not to grant any property right or interests except as compelled by federal law.

(d) *Compensation*. Every administrative approval of an application shall include as a condition the applicant's agreement to pay such lawful business license taxes, administrative fees and consent fees as are permitted under applicable South Carolina and federal law. The applicant shall also pay all applicable ad valorem taxes, service fees, sales taxes, or other taxes and fees as may now or hereafter be lawfully imposed on other businesses within the city.

(Ord. No. 2019-035, 6-27-2019)

Section 11-5. - Requirements for small wireless facilities in covered areas.

(a) *Administrative review*. The zoning director shall perform an administrative review of all applications for small wireless facilities, and the public works director shall perform an administrative review of applications for encroachment permits; and the directors in their applicable roles shall review any of such applications which request approval of the location of or the installation, of a new, modified, or replacement utility pole, wireless support structure or decorative pole, as well as the collocation of a small wireless facility and any accessory equipment on utility poles, wireless support structures, or decorative poles. Review factors, in addition to the information required to be filed with the applications as set forth in appendix A, section 11-3(d) herein, shall include the size, shape, color, texture, and materials of the structures and attachments. The directors shall also consider the following additional review factors in approving or denying any application.

(1) *Design requirements*. The directors may require a proposed small wireless facility, utility pole, wireless support structure or decorative pole to be designed to not be significantly more readily apparent or plainly visible (to a reasonable person of ordinary sensibilities) from covered areas

than existing utility poles, utility structures, and equipment located within five hundred (500) linear feet within the same covered area as the proposed small wireless facility, utility pole, wireless support structure or decorative pole. It shall be the responsibility of the applicant to provide visual evidence and surveys as part of the application demonstrating the visibility, height, type, and characteristics of the existing utility poles, utility structures, and equipment located within five hundred (500) linear feet of the proposed installation of the small wireless facility, utility pole, wireless support structure or decorative pole. Any facilities placed in the covered areas, including the small wireless facility, utility pole, wireless support structure, decorative pole, and all accessory equipment must be consistent with the overall design and character of the surrounding area, and the corridor in which it is to be placed, including, but not limited to, all publicly available planned corridor improvements.

(2) *Sizing*. Any equipment installed as part of a small wireless facility and accessory equipment shall be minimized so that the small wireless facility and any accessory equipment is as unobtrusive as technically feasible.

(3) *Concealment requirements*. Where small wireless facilities, new or replacement utility poles, wireless support structures or decorative poles are determined to be appropriate, the use of reasonable stealth and concealment elements, low profile equipment and control boxes, and screening may be required to avoid negative impacts on the character and visual aesthetics of the surrounding area or the corridor. Antennas associated with a small wireless facility which are placed on a utility pole, wireless support structure or decorative pole should be colored to match or complement the color of the utility pole, wireless support structure or decorative pole and mounted in an as unobtrusive manner as technically feasible and incorporate concealment elements. Antennas should be placed in a shroud at the top of the utility pole if the owner of the utility pole permits it, and the shroud shall meet the volumetric limitations of a small wireless facility. When the antenna cannot be placed at the top of the utility pole, it may be placed in the communications space on a cross-arm parallel to and consistent with the placement of cross-arms on utility poles in the same covered area and with antennas and cross-arms sized and mounted to minimize their obtrusiveness. However, such requirements may be waived by the directors upon a showing that the particular location of a small wireless facility does not warrant stealth or concealment elements.

(4) *Accessory equipment*. Accessory equipment to the extent permitted to be attached to the utility pole, wireless support structure or decorative pole shall be mounted or placed in an as unobtrusive manner as technically feasible and incorporate concealment elements.

(5) *Maximum height of antennas*.

a. Subject to the more restrictive requirements set forth in this article, including those covered areas located in existing or future underground districts, historic districts, or design districts, the height of an antenna of a collocated small wireless facility shall be limited to the greater of ten (10) feet above:

1. The height of an existing or modified utility pole, wireless support structure or decorative pole; or
2. The height of a new or modified utility pole, wireless support structure or decorative pole as provided in subsection b. below.

b. Subject to the more restrictive requirements set forth in this article, including those covered areas located in existing or future underground districts, historic districts, or design districts, the height of a new or modified utility pole, wireless support structure, or decorative pole is limited to the greater of (a) the tallest utility pole, excluding transmission poles, located in the same covered area, measured from grade, in place within five hundred (500) linear feet on the same covered area as the subject utility pole, wireless support structure or decorative pole, not to exceed fifty (50) feet; or (b) in the absence of any such utility pole, wireless support structure or decorative pole, either (i) forty (40) feet in an area zoned exclusively for single-family residential use, unless a waiver is granted for good cause shown, or (ii) fifty (50) feet in any other area. It shall be the responsibility of the applicant to provide visual evidence and surveys as part of the application demonstrating the type and height of any existing utility pole, excluding transmission poles, located in the same covered area located within five hundred (500) linear feet of the proposed installation of the small wireless facility.

(6) *Underground districts*. A wireless services provider or a wireless infrastructure provider shall comply with nondiscriminatory requirements that prohibit electric utilities, telecommunications or cable providers from installing above-ground structures in the covered areas in existing and future underground districts. Where small wireless facilities have been permitted under this article in a covered area and the city enacts future nondiscriminatory requirements that prohibit electric utilities, telecommunications or cable providers from installing above-ground structures in the covered areas in the new underground district, all small wireless facilities and utility poles, wireless support structures and decorative poles permitted under this article shall be removed from the covered areas or placed underground at the expense of the permittee, unless otherwise directed by the city. Nothing in this appendix A, section 11-5 shall prohibit the use or modification or replacement of existing Utility Poles in underground districts for the collocation of small wireless facilities with appropriate design and concealment elements, subject to administrative review by the directors. Notwithstanding, to the extent that there are no existing utility poles, wireless support structures and decorative poles in the covered areas that are available for modification or replacement, to the extent an applicant can demonstrate that the undergrounding requirement will prohibit or have the effect of prohibiting it from providing personal wireless services within the meaning of 47 U.S. Code Section 253(a)—Removal of Barriers to Entry; 47 U.S. Code Section 332(c)(7)—Mobile Services, as further set forth in the Small Wireless Facility Order and the FCC Final Rules, the applicant may file an application to construct a new decorative pole, using concealment elements features that are suitable and in general conformity with other above-ground structures in the surrounding covered areas.

(7) *Historic and design districts*. As a condition for administrative approval of new utility pole in a historic or design district, the zoning director may require that the applicant complies with the design and aesthetic standards of the historic district or design district to minimize the impact to the aesthetics in a historic district or the design district. If design and concealment elements are determined on review by the zoning director to be insufficient to mitigate harm to the historic district or design district, the application for a small wireless facility may be denied.

(8) *Design districts*. Collocated small wireless facilities and new or modified utility poles, wireless support structures and decorative poles located in design districts listed in appendix A1 may be subject to a higher level of review.

(9) *Design guidelines*. The directors have the authority to implement future design requirements for small wireless facilities and supporting structures as technology evolves and the nature of the installation of the small wireless facilities evolve. In order to provide guidance to applicants concerning the design of facilities which comply with this article, the directors shall maintain and publish on the city's website a catalog of the site-specific designs that have been approved by the city, it being recognized that the same design as those set forth in the catalog should in most instances be deemed appropriate for a comparable location. Any person may request the directors to review any new design for installation in specific covered areas, and if approved, to add the design to the catalog.

(b) *Preservation of authority*. This appendix A, section 11-5 may not be construed to limit a municipality's authority to enforce historic preservation zoning regulations consistent with the preservation of local zoning authority under 47 U.S.C. Section 332(c)(7), the requirements for facility modifications under 47 U.S.C. Section 1455(a), or the National Historic Preservation Act of 1966 (54 U.S.C. Section 300101 et seq.), and the regulations adopted to implement those laws.

(c) *Existing design districts*. Design districts approved by the city as of the effective date of this article are listed in appendix A1 attached hereto. The Code of Ordinances provisions authorizing the district are specified in appendix A1. Nothing in this article shall prohibit or otherwise limit the city from establishing additional design districts; provided however, facilities for which a permit was approved pursuant to this article prior to the establishment of the additional design districts shall remain subject to the provisions of this article, including routine maintenance of those facilities and structures as set out in appendix A, section 11-3(e)(1) of this article, but not to any provisions otherwise applicable to the additional design district. If a permittee voluntarily replaces such facilities in a manner that does not comply with appendix A, section 11-3(e) of this article, or if a permittee voluntarily relocates such facilities, such replacement or relocation is subject to the then-existing provisions and requirements of the additional design district.

(Ord. No. 2019-035, 6-27-2019)

Section 11-6. - Effect of permit/additional requirements.

(a) *Authority granted: no property right or other interest created*. A permit from the city authorizes an applicant or permittee to undertake only certain activities in accordance with the [article]. Nothing in this article or any permit issued shall be deemed to grant, convey, create or vest in the permittee a property right, real property interest, or grant any authority whatsoever to the applicant or permittee to impinge upon the rights of others who may already have an interest in the covered area.

(b) *Duration*. Unless construction has actually begun and is diligently pursued to completion at that point, no permit for construction issued under this article shall be valid for a period longer than twelve (12) months unless both directors and applicant agree to a reasonable extension and all required fees are paid for the term regardless of construction. The inability of the applicant to obtain electrical power or backhaul transport services to serve the small wireless facility such that it is operational within the twelve (12) months due to the action or inaction of third-party utility providers shall not result in the invalidity of the permit.

(c) *Obligations of permittee and wireless service provider*. An applicant or permittee need not own all components of a small wireless facility placed in the covered areas and may permit its wireless service provider customers who will transmit or receive radio frequency emissions from the small wireless facility to maintain ownership of certain components of the small wireless facility or to provide wireless services through the small wireless facility. However, (i) the small wireless facility must be wholly under the control and management of the permittee; and the permittee shall be liable for all acts or omissions, and all harms associated with the small wireless facility and all its components whether the same is its acts or omissions, or the acts or omissions of the owner of any components of the small wireless facility or provider of wireless services through the small wireless facility; and (ii) the permittee acknowledges and agrees that no rights of ownership by its customers shall permit any such customer to enter upon, or use the covered areas, in any other manner or at any other place, including to add to, or modify or install any equipment at a small wireless facility location, which shall be the permittee's sole responsibility. Further, the permittee may not install any equipment it does not own at a small wireless facility location, unless the person for on whose behalf the equipment has been installed acknowledges and agrees, in a form acceptable to the city attorney, that the city has not granted it a franchise or consent to be in the covered areas for any purpose; that it is bound by the permittee's representations; that it shall have no rights or claims against the city of any sort related to the small wireless facility; that its operations in the public rights-of-way and its equipment may be subject to taxes, fees or assessments as provided by applicable laws, and that the city may treat any equipment owned by such person as if it were owned by the permittee for all purposes (including, but not limited to, removal and relocation). The acknowledgment and agreement may be provided for all small wireless facilities within the city, and need not be provided separately, location by location.

(d)

No waiver of other permits and authorizations. All work upon the public rights-of-way of the city shall be in accordance with all applicable standards, applicable codes, and the Code, and will be done under the general supervision of the department of public works or their designees. Nothing in this article or any permit issued to an applicant shall be construed as:

(1) A waiver of any laws, regulations or rules of the city or of the city's right to require the applicant to secure the appropriate permits or authorizations, or to pay the applicable fees associated with the same; or

(2) A waiver of the city's police powers.

(e) *Applicant's expense*. All costs incurred by an applicant or permittee in connection with its compliance with, or enjoyment of, this article or any permit issued shall be borne by the applicant or permittee and not by the city, and all work that must be performed in order to permit the placement of a small wireless facility at a particular location shall be paid for by the applicant or permittee.

(f) *Relation to attachment rights and placement of facilities outside the covered areas*. This article and any permit issued hereunder does not confer upon any applicant or permittee any right to place or collocate or to install anything on land or structures located outside of the covered areas that are owned by the state, any county, the city or by a third party. In addition to the requirements of this article, the applicant is required to obtain and is responsible for any authorizations that may be required from the owners of any structure or private property for the installation, operation or maintenance of any small wireless facility.

(g) *Treatment of equipment owned by other entities*. If wireless service providers own or operate equipment or provide wireless services at a permitted small wireless facility located in the public rights-of-way, as contemplated by appendix A, subsection 11-6(c) above, each wireless service provider shall also be required to pay to the city the consent fee each year as required by S.C. Code 1976, § 58-9-2230. The purpose of this provision is to ensure that wireless service providers who use small wireless facilities constructed and owned by wireless infrastructure providers are not favored over those who do not. The owner, operator or permittee shall be obligated to pay such consent fee or any other tax, fee or assessment for any such equipment owned or operated by third parties unless that party agrees to pay such amounts owed directly to the city.

(h) *Radio frequency emissions*. Without limiting the other provisions of this article, any person operating a small wireless facility must cease its operations if it is not in compliance with FCC regulations governing radio frequency emissions (including but not limited to any standards that may be adopted in the future with respect to cumulative multi-point emissions), as the same may be amended from time to time, except to the extent that the FCC or other order, ruling or regulation permits it to continue to operate. The approval of an application for a small wireless facility or an application for encroachment permit is not intended to insulate the permittee from any claim or any remedy based on radio frequency emissions. On request, or to the extent that any permittee is

aware of any non-conformance, it shall submit a report identifying applicable standards, measured emissions, and any area where it has small wireless facilities that do not comply with applicable standards. The report will not be treated as confidential. To the extent required as a condition of approval by the owner of the utility pole, wireless support structure or decorative pole any permittee shall be required to post any required radio frequency emission warnings mandated by the owner of any utility pole, wireless support structure or decorative pole. The design of the warning shall be demonstrated in the applications.

(Ord. No. 2019-035, 6-27-2019)

Section 11-7. - Work in the public rights-of-way.

(a) *No interference*. No right-of-way or another public place shall be obstructed longer than necessary during its work of construction or maintenance and shall be restored to the same condition existing before the commencement of the work. No part of any right-of-way, or another public place of the city, including any public drain, sewer, catch basin, water pipe, pavement or another public improvement, shall be damaged. However, should any such damage occur, the permittee shall repair the same as promptly as possible, and, in default thereof, the city may make such repairs and charge the reasonable cost thereof to and collect the same from any responsible party, including, but not limited to, any owner, operator or permittee concerning the project, any person performing the work, or any third-party, including any wireless service provider on whose behalf the work will allow it to provide wireless services. In no event may wireless facilities be constructed or maintained in a manner that creates a hazardous condition, or a condition that is inconsistent with applicable law protecting persons with disabilities.

(b) *Multiple applications*. If city receives multiple applications for placement of other or additional small wireless facilities similar to those authorized under this article at or near the same location, the city, after providing all affected entities an opportunity for comment, may require consolidation of certain existing and new small wireless facilities into a single structure or develop a non-discriminatory means of allocating locations that may be appropriate for placement of small wireless facilities in the rights-of-way, with the goal of preventing the proliferation of utility poles, wireless support structures and decorative poles in the covered areas.

(c) *Closing of rights-of-way*. Nothing in this article, any approved application, or any encroachment permit shall be construed as a waiver or release of the rights of the city in and to the rights-of-way. In the event that all or part of the rights-of-way within the covered areas are (1) closed to pedestrian and/or vehicular traffic and/or utilities; or (2) vacated or abandoned or if ownership of the land in, under or over the affected rights-of-way is otherwise transferred to another person, all rights and privileges granted pursuant to this article, any approved application, or any encroachment permit with respect to such rights-of-way, or any part of such rights-of-way so abandoned, vacated, or transferred, shall cease upon the effective date of such closing, vacation, or transfer, and the owner, operator or permittee for any facilities shall remove its facilities from such rights-of-way. Nothing herein is meant to preclude the owner, operator or permittee from pursuing any rights it may have

under state law against a private person if the right-of-way is vacated for the benefit of that person. The city shall provide reasonable prior written notice to the owner, operator or permittee of facilities of any such closing, vacation, or transfer to allow it to remove its facilities.

(d) *All work performed safely*. Construction and maintenance shall be done in a professional manner. All work involved in the construction and maintenance of the wireless facilities shall be performed in a safe, thorough, and reliable manner using materials of good and durable quality. The owner, operator or permittee shall comply with applicable codes and industry standards, as amended from time to time. The owner, operator or permittee shall employ ordinary care at all times and employ commonly accepted methods and devices for the prevention of failures and accidents that are likely to cause damage, injury, or nuisance to the public. Also, the owner, operator or permittee shall, at its sole cost and expense, undertake all necessary and appropriate efforts to prevent accidents at its work sites and to comply with safety requirements of all permits, licenses, and other forms of approval or authorization. The owner, operator or permittee will comply with city requirements for identification of the wireless facilities and for identification of employees, subcontractors, vehicles and equipment when performing work within the rights-of-way.

(e) *Maintenance*.

(1) *Standard*. The owner, operator or permittee shall maintain the facilities in good condition and neat and orderly appearance, and in compliance with all applicable codes, applicable laws, permits, authorizations or site licenses issued by the owner of the utility poles, wireless support structures and decorative poles.

(2) *Repair of damage*. A permittee shall repair all damage to a city right-of-way directly caused by the activities of the permittee and any third party utilizing the small wireless facility, while occupying, installing, repairing, or maintaining the small wireless facility, wireless support structures, decorative poles, city owned poles, or utility poles, and to return the right-of-way to its functional equivalence before the damage. If the permittee fails to make the repairs required by the city within forty-five (45) days after written notice, unless the director and the permittee agree in writing to a longer period, the city may undertake those repairs and charge the permittee reasonable and documented cost of the repairs.

(3) *Payment of costs*. Any costs charged by the city to the permittee under any provision of this article shall be paid within thirty (30) days. The city may maintain an action to recover the costs of the repairs, including the payment of reasonable attorneys' fees, if not timely paid.

(4) *Condition/failure to act*. The owner, operator or permittee shall keep the facilities free of debris and anything of a dangerous, noxious or offensive nature or which would create a hazard or undue vibration, heat, noise or interference. If the city gives the owner, operator or permittee written notice of a failure by the owner, operator or permittee to maintain the facilities, the owner, operator or permittee shall use its best efforts to remedy such failure within forty-eight

(48) hours after receipt of such written notice. If the owner, operator or permittee defaults in its obligations hereunder, the city may perform the necessary work and charge the reasonable cost thereof to and collect the same from the owner, operator or permittee.

(5) *Graffiti*. The owner, operator or permittee shall at all times keep and maintain the facilities free of all graffiti located thereon. If city notifies the owner, operator or permittee that graffiti is located on the facilities, the owner, operator or permittee shall remove the graffiti within thirty (30) days of the written notice. If the owner, operator or permittee defaults in its obligations hereunder, the city may perform the necessary work and charge the reasonable cost thereof to and collect the same from the owner, operator or permittee.

(f) *Emergency notification*. The owner, operator or permittee shall provide the city with a twenty-four (24) hour emergency telephone number at which a representative of the owner, operator or permittee, not voice mail or a recording, can be contacted in the event of an emergency. An emergency contact number of the owner, operator or permittee and any or any wireless service provider transmitting radio frequency signals from the small wireless facility will also be placed on the wireless facility. The owner, operator or permittee or any wireless service provider shall respond immediately to address a reported emergency.

(g) *Excavation notices*. The owner, operator or permittee must be a member of the South Carolina 811 or successor association and comply with the requirements for excavation notification.

(i) *Inspection by city*. The city shall have commercially reasonable access to inspect any work conducted by the owner, operator or permittee during the construction or maintenance of the facilities.

(Ord. No. 2019-035, 6-27-2019)

Section 11-8. - Indemnification and insurance.

(a) *Indemnification*. Any permittee, as a condition of the approval of any application under this article, agrees to indemnify, defend, protect, and hold harmless the city, its elected officials, council members, officers, and employees from and against any and all claims, demands, losses, damages, liabilities, fines, charges, penalties, administrative and judicial proceedings and orders, judgments, and all costs and expenses incurred in connection therewith, including reasonable attorney's fees and costs of defense (collectively, the "claims") directly or proximately resulting from the activities or operations of the permittee's or any wireless service provider providing wireless services at any permitted location undertaken pursuant to any approved application.

(b) *Waiver of claims*. Any permittee, or any wireless service provider providing wireless services at the permitted location, as a condition of the approval of any application under this article, waives any and all claims, demands, causes of action, and rights it may assert against the city on account of any loss, damage, or injury to any permittee or wireless service provider equipment or any loss or

degradation of the wireless services provided by permittee or any wireless service provider providing wireless services at any permitted location in the covered areas as a result of any event or occurrence regardless of the cause.

(c) *Insurance*. Any permittee, as a condition of the approval of any application under this article, shall obtain and maintain at all times during the duration of that period of time that it operates in the covered areas pursuant to such approved application commercial general liability and property liability insurance with a combined single limit of not less than two million dollars ($2,000,000.00) for injury to or death of one (1) or more persons in any one (1) occurrence and for damage or destruction to property in any one (1) occurrence; (ii) workers' compensation coverage in the statutory amount; (iii) employers' liability occupational disease and bodily injury, limit of one million dollars ($1,000,000.00); (iv) automobile liability for owned and non-owned autos, combined single limit of one million dollars ($1,000,000.00); and (v) all risk property insurance with standard extended coverage, replacement value, without co-insurance factor for full replacement value of the permittee's facilities and personal property located in the covered areas. The limits required above may be satisfied through the combination of primary and excess liability insurance policies. The permittee shall require its contractors and subcontractors to carry workers' compensation insurance and adequate liability insurance in conformity with the minimum requirements listed above. Failure of the permittee to obtain or maintain the required insurance or to provide the certificates of insurance with endorsements required by subsection (d) below shall be grounds for the city to revoke any rights previously granted to the permittee under this article. Prior to the revocation of any rights, the city shall give the permittee thirty (30) days' notice to cure the deficiency.

The commercial general liability insurance and automobile liability insurance policies shall name the city, its elected officials, officers, and employees as additional insureds as respects any covered liability arising out of the permittee's occupancy in, and around, the covered areas pursuant to any approved application. The commercial general liability and automobile liability insurance coverage shall be in an occurrence form and in accordance with the limits and provisions specified herein. Claims-made policies are not acceptable. Such insurance coverages shall not be canceled nor, shall the occurrence or aggregate limits set forth above be reduced, until the city has received at least thirty (30) days' advance written notice of such cancellation or change. The permittee shall be responsible for notifying the city of such change or cancellation.

(d) *Filing of certificates and endorsements*. Prior to the commencement of any work pursuant to any approved application, and annually on the anniversary of the approved application thereafter, the permittee and all parties acting for or on behalf of the permittee shall file with the city the required original certificate(s) of insurance with endorsements, which shall state the following: the policy number; name of insurance company; name and address of the agent or authorized representative; name and address of insured; project name; policy expiration date; and specific coverage amounts; and that the city shall receive thirty (30) days' prior notice of cancellation; that the commercial

general liability insurance policy is primary as respects any other valid or collectible insurance that the city may possess, including any self-insured retentions the city may have; and any other insurance the city does possess shall be considered excess insurance only and shall not be required to contribute with this insurance; and that the permittee's commercial general liability insurance policy waives any right of recovery the insurance company may have against the city. The certificate(s) of insurance with endorsements and notices shall initially be filed with the Application, and future certificate(s) of insurance with endorsements shall be mailed to the city at the following address: Zoning Administrator, 2500 City Hall Lane, North Charleston, South Carolina 29406. Neither a failure to provide the required certificate(s) of insurance nor submission of a certificate(s) of insurance not in conformance with the insurance requirements stated herein shall relieve the permittee from the obligation to have in force the required insurance coverages. The insurance requirements stated herein may only be changed by specific written agreement by the city.

(e) *Insurer criteria*. Any insurance provider of the permittee shall be admitted and authorized to do business in the State of South Carolina and shall carry a minimum rating assigned by A.M. Best & Company's Key Rating Guide of "A: VII."

(f) *Severability of interest*. Any insurance policy deductibles or self-insured retentions shall be the responsibility of the permittee. The city shall have no responsibility to pay or reimburse either. Any self-insured retention shall be listed on the certificate of insurance and be subject to approval by the city.

(g) *Changes in insurance*. The types and amounts of insurance required of a permittee under this article assume that no hazardous materials will be associated with any improvements in the covered areas and that any improvements in the covered areas will be of a kind and type regularly installed in the rights-of-way. The city may require additional types of insurance or increase in insurance coverage limits if, in the city's reasonable view, the improvements made by any permittee present additional risks to the city, the public or property.

(Ord. No. 2019-035, 6-27-2019)

Section 11-9. - Removal, relocation or modification of a small wireless facility in the ROW.

(a) *Notice*. Within ninety (90) days following written notice from the city, a permittee, wireless services provider or a wireless infrastructure provider shall, at its own expense, protect, support, temporarily or permanently disconnect, remove, relocate, change or alter the position of any facilities within the rights-of-way whenever the city, in its reasonable discretion, has determined that such removal, relocation, change or alteration, is reasonably necessary:

(1) For the construction, repair, maintenance, or installation of any city improvement in or upon, or the operations of the city in or upon, the rights-of-way;

(2) To ensure that any facilities or structures to which they are attached or located on or within do not interfere with the use of the rights-of-way by the public, or present a risk to public health or safety;

(3) If the city is mandated by law, a court order or decision, or the federal or state government to take certain actions that will cause or require the removal of the facilities from the rights-of-way; or

(4) If permittee's licenses to operate the facilities and/or provide wireless services are terminated, revoked, expired, or otherwise abandoned.

(b) *Emergency removal or relocation of facilities*. The city retains the right to cut or move any facilities located within its rights-of-way as the city, in its reasonable discretion, may determine to be necessary, appropriate, or useful in response to any public health or safety emergency. If circumstances permit, the city shall notify the permittee and provide it the opportunity to move its facilities before the city cutting or removing any facilities and the city shall notify the permittee after cutting or removing the facilities.

(c) *Undergrounding*. If an owner, operator or permittee for facilities are located aboveground in the rights-of-way and the distribution lines of the incumbent local exchange carrier or electric utility subsequently are placed underground, the owner, operator or permittee's aboveground facilities (other than those comparable to any facilities of the incumbent local exchange carrier which are permitted to remain aboveground) shall be placed underground at the same time, except for such modified or replacement utility poles or decorative poles as may be permitted to remain aboveground pursuant to appendix A, section 11-5.

(d) *Preservation of city's rights*. The rights and privileges granted in this article, any approved application, or any encroachment permit shall not be in preference or hindrance to the right of the city, or any other governmental agency, improvement district or other authority having jurisdiction, to perform or carry on any public works, public improvements or public projects. In the event that the facilities interfere in any way with the construction, maintenance or repair of such public works, public improvements, or public projects, the owner, operator or permittee for the facilities shall (i) immediately commence work to remove or relocate the object of such interference if emergency circumstances exist or (ii) otherwise, within ninety (90) days of notice of such interference, protect or relocate its facilities, as may be directed by the relevant authority.

(e) *Cooperation for relocation*. The city shall cooperate with the owner, operator or permittee for a facility in finding a suitable alternative location for any relocated facilities removed pursuant to this appendix A, section 11-9 in a manner that, to the extent reasonably consistent with other provisions of this article, and which allows the permittee or its wireless service provider customers to continue to provide wireless services, including, but not limited to, expediting approval of any necessary permits required for the relocation of the facility.

(f) *Payment for repair/replacement of damaged property*. To the extent that any utility pole, wireless support structure, or decorative pole is damaged or destroyed by a third party, notwithstanding any agreement the city may have with the owner of such utility pole, wireless support structure, or

decorative pole, to the extent that a permittee is using such utility pole, wireless support structure, or decorative pole for the placement of a small wireless facility, the city shall have no obligation to pay for the repair or replacement of the utility pole, wireless support structure, or decorative pole.

(g) *Abandonment of facilities*. Upon abandonment or discontinuance of use of any facilities within the city rights-of-way, the permittee shall remove the facilities within thirty (30) days.

(h) *Abandonment by inaction*. At any point when a permittee fails to pay any required fee or annual payment to the city, and fails to respond within thirty (30) days to a written inquiry from the city as to whether the permittee intends to continue to operate a facility, for whatever reason, the facilities shall be deemed abandoned and the city may require the owner, operator or permittee, at the city's sole discretion, to remove the facilities within thirty (30) days.

(i) *Failure to act*. If the owner, operator or permittee for a facility defaults in its obligations hereunder to remove the facilities, the city may remove or relocate the facilities and charge the reasonable cost thereof to and collect the same from the owner, operator or permittee for the removed facilities. The city shall also be entitled to recover any reasonable legal fees it may incur in enforcing the provisions of this article from the permittee.

(Ord. No. 2019-035, 6-27-2019)

Section 11-10. - Attachment to city-owned poles in the covered areas.

(a) *Rate*. To the extent the city consents to the use of any city-owned pole in a covered area for the placement of a small wireless facility, the rate charged to the applicant to place a small wireless facility on a city-owned pole in covered areas shall be set from time to time by the city in amounts consistent with those benchmarks set forth in the small wireless facility order and final FCC rules. Nothing in this appendix A, section 11-10 or this article shall obligate the city to make available any city-owned pole for use by any person for the placement of a small wireless facility in the covered areas.

(b) *Attachment agreement*. The city shall also require the applicant to enter into an attachment agreement to further define the terms and conditions of attachments to city-owned poles.

(c) *Make-ready*. For city-owned poles in covered areas, to the extent the city consents to the use of any city-owned pole, the applicant shall pay for any expenses for make-ready work and any and all other costs the city may incur as a result of allowing the use of the city-owned pole. The applicant shall perform any required tests or cause to be prepared any reports necessary to determine the amount of the make-ready work necessary to enable the city-owned pole to support the requested small wireless facility, including replacement costs of a new structure if necessary.

(Ord. No. 2019-035, 6-27-2019)

Section 11-11. - Miscellaneous.

(a) *Severability*. In the event any title, subtitle, section, subsection, subdivision, paragraph, subparagraph, item, sentence, clause, phrase, or word of this article is declared or adjudged to be invalid or unconstitutional, such declaration or adjudication shall not affect the remaining portions of the [ordinance from which this article is derived] which shall remain in full force and effect as if the portion so declared or adjudged invalid or unconstitutional was not originally a part of this article.

(b) *Conflict with other laws*. Whenever the regulations of this article conflict with the requirements of any state or federal statute on the same subject matter, including, but not limited to the Small Wireless Facility Order and FCC Final Rules, the applicable federal statute or Small Wireless Facility Order and FCC Final Rules shall govern.

(c) *No additional costs to the city*. Whenever this article specifies colocation, the replacement of an existing structure, or any other action (besides governmental approvals), all such action shall be taken at the sole expense of the applicant.

(d) *Materials and claims*. All materials furnished for any work done in the covered areas by any permittee shall be at the permittee's sole cost and expense. The permittee agrees to protect all permitted improvements installed in the covered areas and property of the city, and city, from all claims of contractors, laborers, and materialmen. The permittee shall promptly pay all contractors and materialmen, so as to minimize the possibility of a lien attaching to any property of the city or the permitted improvements in the covered areas. Should any such lien be made or filed, the permittee shall cause the same to be discharged and released of record by bond or otherwise within fifteen (15) days after written request by city.

(e) *No advertisement*. A permittee shall not place any advertisement or other notice on or about the permitted improvements which identifies the permittee in any way (except for emergency notification postings).

(f) *Non-waiver*. Failure of city to insist on strict performance of any of the conditions, covenants, terms or provisions of any approved application or this article or to exercise any of its rights hereunder shall not waive such rights, but the city shall have the rights to enforce such rights at any time and take such action as might be lawful or authorized, either in law or equity.

(g) *Preservation of authority*. This article and any approved application under this article is subject to the constitution and laws of the State of South Carolina, 47 U.S. Code Section 253, 47 U.S. Code Section 332(c)(7), the Small Wireless Facility Order and the FCC Final Rules (collectively the "Applicable Laws"). In conforming this article to the requirements of S.C. Code 1976, § 58-9-2200 et seq. as enacted by the General Assembly of South Carolina in 1999, and the applicable laws, the city does not concede or imply that the General Assembly has the authority to restrict by general law the powers denied to the General Assembly and reserved to the municipalities of South Carolina by Article VIII Section 15 of the Constitution of South Carolina, or that the United States Congress or the FCC has the authority to restrict by general law or rules and regulations protection provided to it

under 47 U.S.C. Section 332(c)(7)(A) regarding its authority over decisions regarding the placement, construction, and modification of personal wireless service facilities as those terms are defined therein, or that protection provided to it under 47 U.S. Code Section 253(c) to manage the public rights-of-way, or to require fair and reasonable compensation for the use of the public rights-of-way.

(Ord. No. 2019-035, 6-27-2019)

Section 11-12. - Effective date.

This article shall take effect thirty (30) days after adoption.

(Ord. No. 2019-035, 6-27-2019)

APPENDIX A1 EXISTING DESIGN DISTRICTS

Design districts approved by the city as of the effective date of this article are listed below.

1. Appendix A, zoning regulations, article V, section 5-8, AR-I, Ashley River Scenic District I.
2. Appendix A, zoning regulations, article V, section 5-9, AR-II, Ashley River Scenic District II.
3. Appendix A, zoning regulations, article V, section 5-10, AR-III, Ashley River Scenic District III.
4. Appendix A, zoning regulations, article V, section 5-11, Dorchester Road Corridor I District.
5. Appendix A, zoning regulations, article V, section 5-12, Dorchester Road Corridor II District.
6. Appendix A, zoning regulations, article V, section 5-13, Ladson Road Overlay District.
7. Appendix A, zoning regulations, article V, section 5-14, University Boulevard Overlay District.
8. Appendix A, zoning regulations, article V, section 5-16, Old Village Business Overlay District.
9. Appendix A, zoning regulations, article X, Olde North Charleston Historic District and Neighborhood Conservation District.

ARTICLE XV. - LEGAL STATUS PROVISIONS

Footnotes:
*--- (**5**) ---*
***Editor's note—** Ord. No. 2008-22, § 1, adopted April 24, 2008, renumbered Art. X, Legal Status Provisions, as Art. XV herein to facilitate the inclusion of a new Art. X, Olde North Charleston Historic District and Neighborhood Conservation District, as enacted by Ord. No. 2008-22, adopted April 24, 2008. For a more detailed analysis of the inclusion, see also the Code Comparative Table.*

Section 15-1. - Conflict with other laws:

Whenever the regulations of this ordinance require a greater width or size of yards, or require a greater percentage of lot to be left unoccupied, or impose other more restrictive standards than are required in or under any other statutes, the requirements of this ordinance shall govern. Whenever, the provisions of any other statute require more restrictive standards than are required by this ordinance, the provisions of such statute shall govern.

Section 15-2. - Validity:

Should any section or provision of this ordinance be declared invalid or unconstitutional by any court of competent jurisdiction, such declaration shall not affect the validity of the ordinance as a whole or any part thereof which is not specifically declared to be invalid or unconstitutional.

Section 15-3. - Repeals of conflicting ordinances:

All ordinances and parts of ordinances in conflict herewith are repealed to the extent necessary to give this ordinance full force and effect.

(Ord. No. 1998-84, 9-24-98)

ORDINANCE #2023-017

AN ORDINANCE
AMENDING SECTION 4-17 OF THE CITY OF NORTH CHARLESTON CODE OF ORDINANCES, APPENDIX A, ZONING REGULATIONS, TO REVISE SITE LIGHTING REQUIREMENTS

WHEREAS, the City of North Charleston is empowered to regulate land use to ensure orderly growth and harmony among neighboring uses; and

WHEREAS, the City of North Charleston's PRIME Comprehensive Plan recommends fostering a sense of security and enhancing the character and design standards of corridors and spaces; and

WHEREAS, changes to the site lighting requirements are proposed to provide additional conditions; and

WHEREAS, pursuant to a duly advertised public meeting held on February 13, 2023, it has been recommended to the Mayor and Council by the Planning Commission that the zoning text should be amended to revise the site lighting requirements.

Now, therefore, be it ordained and enacted by the Mayor and Council that certain provisions of the Zoning Regulations, as amended, be further amended as follows in **EXHIBIT A** attached hereto and incorporated herein.

THE WITHIN ORDINANCE SHALL BECOME EFFECTIVE IMMEDIATELY UPON ITS ADOPTION BY CITY COUNCIL.

Ordained in City Council this 23rd day of March, in the year of our Lord, 2023, and in the 246th year of Independence of the United States of America.

R. KEITH SUMMEY, MAYOR

APPROVED AS TO FORM:

LEGAL COUNSEL

ATTEST:

COURTNAY HEYWARD, MUNICIPAL CLERK

NORTH CHARLESTON CITY COUNCIL
AGENDA ITEM

Meeting of March 23, 2023

DATE:	February 14, 2023
ITEM TITLE:	An Ordinance Amending Section 4-17 of the City of North Charleston Code of Ordinances, Appendix A, Zoning Regulations, to Revise Site Lighting Requirements
SUBMITTED BY:	Planning Commission
CONTACT PERSON:	Megan Clark, Planning Division Director, (843) 740-2617

SUMMARY EXPLANATION:
A text amendment to Section 4-17 is proposed to require commercial and industrial properties that have 10 or more parking spaces to provide site lighting when existing site improvements are proposed to expand by 20% or more.

STAFF RECOMMENDATION:
Approval

BOARD, COMMISSION, COMMITTEE RECOMMENDATIONS:
The Planning Commission held a public hearing on February 14, 2023, and voted unanimously to recommend approval of the proposed amendment (7-0-0).

COUNCIL COMMITTEE RECOMMENDATION:
March 16, 2023 the Public Safety Committee voted unanimously to recommend approval the Ordinance as presented.

COUNCIL ACTION:
On March 9, 2023 Mayor Summey stated without objection this item will be referred to the Public Safety Committee for further study and recommendation.

Exhibits
Resolution __ Ordinance _X_ Contract ___Minutes _X_ Plan/Map ___ Transfer of Funds _X_ Other

EXHIBIT A

Section 4-17. Site lighting:

(a) ~~*In general.*~~ *Submittal of a lighting plan shall be required as a part of the site plan review process.*

The following specifications shall be provided as follows:

(i) Street and site lighting shall be of low intensity from a concealed light source and with effective provisions made to prevent spill-over into adjoining properties or roadways. Any spill-over from a commercial or industrial site into a residential area shall not exceed one-half footcandle measured at the property line of the site of the light source nearest the residential area.

*(ii)*Lighting shall in no way interfere with the vision of oncoming motorists.

(iii) Light fixtures in residentially zoned areas shall be limited in height to eighteen (18) feet using cutoff fixtures.

(iv) Light fixtures in commercial and industrial~~ly~~ zoned areas:

(1) Commercially zoned properties shall be limited in height to twenty-four (24) feet using full cutoff fixtures. Cutoff fixtures may also be used, provided the maximum pole mounted height is no greater than eighteen (18) feet.

(2)Light fixtures in industrially-zoned areas shall be limited in height to thirty (30) feet using full cutoff fixtures. Cutoff fixtures may also be used, provided ~~in commercially and industrially zoned areas with a~~ the maximum pole mounted height ~~of~~ is no greater than eighteen (18) feet.

(3) Site Lighting shall be required on commercially and industrially zoned properties where ten or more parking spaces are provided.

a. No existing building, structure or vehicular use area shall be reoccupied by a new use, or expanded or enlarged by fifty (50) per cent or more unless site lighting is provided on site. Enlargement involving twenty (20) to fifty (50) per cent of the existing building shall provide site lighting for the enlargement only. Enlargements involving less than twenty (20) per cent shall not be required to provide site lighting.

*(v)*Street lighting fixtures in the right-of-way of a major arterial roadway shall be limited in height to forty (40) feet. ~~Submittal of a lighting plan shall be required as a part of the site plan review process.~~

(b) *Partial exceptions.*

(i) To the extent federal regulatory requirements exist, site lighting associated with air travel shall be exempt from the requirements of this section other than the requirement that a site lighting plan be submitted as a part of the site review process. Examples of such exempted lighting may include, but shall not be limited to, such things as runway lighting, navigational lighting, and hazard lighting such as lights marking bridges and towers.

(ii) Site lighting for approved outdoor recreation areas such as athletic fields may exceed eighteen (18) feet in height and, to the least possible extent required in order to provide adequate field illumination, may employ other than cutoff-style fixtures. In all cases provisions shall be made to prevent spill-over into adjoining properties or roadways to the maximum reasonable extent possible. Light spill-over for such uses shall not be limited to the one footcandle standard set forth within subsection "a" above. Lighting shall in no way interfere with the vision of oncoming motorists. Submittal of a lighting plan shall be required as a part of the site plan review process.

(c) *Exemptions.* The following are not regulated by this ordinance:

(i) Building façade lighting in commercial or industrial zoning district. For shielded directional façade lighting up to forty (40) lumens per square foot (total lumens from all of the light sources divided by the area of façade being illuminated by that light) where the lights are properly aimed and shielded to not shine visible glare into the public right-of-way or onto adjacent or nearby properties.

(ii) Low voltage landscape lighting. Electric lighting powered at less than fifteen (15) volts and limited to lamps of less than fifty (50) watts or less, not mounted to poles or buildings, for the purpose of illuminating trees, shrubbery and other natural external elements where the lights are properly aimed and shielded to not shine visible glare into the public right-of-way or onto adjacent or nearby properties.

(Ord. No. 2006-46, 7-25-06; Ord. No. 2008-08, 1-24-08; Ord. No. 2011-039, 7-28-2011; Ord. No. 2011-050, 12-8-2011)

ORDINANCE#2023-021

AN ORDINANCE

AMENDING SECTION 6-14 OF THE CITY OF NORTH CHARLESTON CODE OF ORDINANCES, APPENDIX A, ZONING REGULATIONS, TO REVISE LANDSCAPING REQUIREMENTS FOR PARKING LOTS

WHEREAS, the City of North Charleston is empowered to regulate land use to ensure orderly growth and harmony among neighboring uses; and

WHERAS, the City of North Charleston's PRIME Comprehensive Plan recommends enhancing the character and design standards of corridors and spaces; and

WHEREAS, changes to the landscaping requirements are proposed for clarity; and

WHEREAS, pursuant to a duly advertised public hearing held on March 13, 2023, it has been recommended to the Mayor and Council by the Planning Commission that the zoning text should be amended to revise the landscaping requirements.

Now, therefore, be it ordained and enacted by the Mayor and Council that certain provisions of the Zoning Regulations, as amended, be further amended as follows in **EXHIBIT A** attached hereto and incorporated herein.

THE WITHIN ORDINANCE SHALL BECOME EFFECTIVE IMMEDIATELY UPON ITS ADOPTION BY CITY COUNCIL.

Ordained by City Council this 27th day of April, in the Year of Our Lord, 2023, in the 246th year of Independence of the United States of America.

R. KEITH SUMMEY, MAYOR

APPROVED AS TO FORM:

LEGAL COUNSEL

ATTEST:

COURTNAY HEYWARD, MUNICIPAL CLERK

NORTH CHARLESTON CITY COUNCIL
AGENDA ITEM

Meeting of April 27, 2023

DATE:	March 14, 2023
ITEM TITLE:	An Ordinance Amending Section 6-14 of the City of North Charleston Code of Ordinances, Appendix A, Zoning Regulations, to Revise Landscaping Requirements for Parking Lots
SUBMITTED BY:	Planning Commission
CONTACT PERSON:	Megan Clark, Planning Division Director, (843) 740-2617

SUMMARY EXPLANATION:

A text amendment to Section 6-14 is proposed to make the following changes:

- Revise the landscaping and buffering requirements to apply to all vertical improvements greater than 500 square feet
- Exempt parking garages from the interior parking lot landscaping requirement
- Provide regulations for flexibility for landscaping for truck, car inventory, and car dealerships

STAFF RECOMMENDATION:

Approval

BOARD, COMMISSION, COMMITTEE RECOMMENDATIONS:

The Planning Commission held a public hearing on March 13, 2023, and voted to recommend approval of the proposed amendment (5-1-0).

COUNCIL COMMITTEE RECOMMENDATION:

April 20, 2023 the Public Safety Committee voted unanimously to approve the Ordinance as presented.(10-0-0)

COUNCIL ACTION:

Mayor Summey stated that without objection, this item will be referred to the Public Safety Committee on April 20, 2023 for further review and a recommendation.

Exhibits

Resolution __ Ordinance _X_ Contract __ Minutes _X_ Plan/Map __ Transfer of Funds _X_ Other

EXHIBIT A

Section 6-14. Landscaping:

(a) *Definition and purpose.* Landscaping is an improvement to an area of land permanently devoted and maintained for the growing of trees, shrubbery, grass, other plants and decorative features to the land. This improvement is intended to improve the appearance of vehicular use areas and development abutting public rights-of-way; to protect, preserve, and promote the aesthetic appeal, scenic beauty, character and values of land in the city; to promote the aesthetic appeal, safety through the reduction of noise pollution, stormwater run off, air pollution, visual pollution, and artificial light glare.

(b) *Where required.* No proposed nonresidential use shall hereafter be established or reestablished in an existing building or structure, and subsequently used unless landscaping and buffering are provided in accordance with the provisions of this section and section 6-12. ~~No existing building, structure or vehicular use area shall be reoccupied by a new use, or expanded or enlarged by fifty (50) per cent or more unless the minimum landscaping required by the provisions of this section is provided throughout the building site. Enlargement involving twenty (20) to fifty (50) per cent of the existing building shall meet the minimum requirements for the enlargement only. Enlargements involving less than twenty (20) per cent shall not be required to meet the landscaping requirements provided herein.~~ Vertical improvements greater than 500 square feet shall require the entire property to be brought into compliance with the minimum requirements of this Section and Section 6-12.

(c) *Landscaping plan.* A landscaping plan shall be submitted as part of the application for a permit. The plan shall:

(1) Designate areas to be reserved for landscaping. The specific design of landscaping shall be sensitive to the physical and design characteristics of the site.

(2) Indicate the location and dimensions of landscaped areas, plant materials, decorative features, etc.

(3) Identify all existing trees ten (10) inches DBH (diameter breast height) in required setback (yard) areas.

(4) The landscape plan shall include all material (including existing) used to comply with the buffer requirement.

(d) *Landscaping requirements.* Required landscaping shall be provided as follows:

(1) Along the outer perimeter of a lot or parcel, where required by the buffer area provisions of this article, to buffer and separate incompatible land uses. The amount of buffering is specified in section 6-12.

(2) Within the interior, peninsula or island type landscaped areas shall be provided for any open vehicular use area containing ten (10) or more parking spaces, excluding parking

garages. Landscaped areas shall be located in such a manner as to divide and break up the expanse of paving and at strategic points to guide travel flow and directions. Elsewhere, landscaped areas shall be designed to soften and complement the building site.

At a minimum, interior lot landscaping shall be provided in the following amounts:

Use	Per Cent of Lot
Institutional	15
Industrial/wholesale/storage	5
Office/office warehouse	10
Commercial-retail-service	5

Buffer area landscaping may provide up to fifty (50) per cent of the above requirement. Landscaping along exterior building walls and structures is suggested to separate with greenery the building from the vehicular surface area.

(e) *Landscaped areas.*

(1) All landscaped areas in or adjacent to parking areas shall be protected from vehicular damage by a raised concrete curb or an equivalent barrier of six (6) inches in height. The barrier need not be continuous.

(2) Landscaped areas must be at least twenty-five (25) square feet in size and a minimum of three (3) feet wide to qualify.

(3) Landscaped areas adjacent to parking spaces shall be landscaped so that no plant material greater than twelve (12) inches in height is located within two (2) feet of the curb or other protective barrier. (Plant material greater than twelve (12) inches in height would be damaged by the automobile bumper overhang or by doors swinging open over the landscaped areas.)

(4) Planting of canopy trees is required at a rate of one (1) tree per ten (10) parking spaces. Parking lots associated with car dealerships, inventory lots for the storage of manufactured vehicles, or Class V parking lots may propose to satisfy the canopy-tree requirement through relocation of the trees to other areas of the site, through upsizing other required landscaping materials, or other alternate methods at the approval of the zoning administrator.

(f) *Required maintenance.* The maintenance of required landscaped areas shall be the responsibility of the property owner and the tenant both jointly and severally. All such areas shall be properly maintained so as to assure their survival and aesthetic value, and shall be provided with an irrigation system or a readily available water supply. Failure to monitor such areas is a violation of this ordinance, and may be remedied in the manner prescribed for other violations.

(Ord. No. 1998-51, 5-28-98; Ord. No. 1998-107, 12-22-98; Ord. No. 2009-13, 3-26-09; Ord. No. 2015-023, 5-28-2015; Ord. No. 2020-037, Exh. A, 8-27-2020)

Ordinance #2023-022

AN ORDINANCE

AMENDING SECTION 4-21 OF THE CITY OF NORTH CHARLESTON CODE OF ORDINANCES, APPENDIX A, ZONING REGULATIONS, TO MODIFY REGULATIONS FOR SHORT TERM RENTALS

WHEREAS, the City of North Charleston is empowered to regulate land use to ensure orderly growth and harmony among neighboring uses; and

WHEREAS, an amendment is proposed to modify the regulations for short term rentals in residential properties;

WHEREAS, pursuant to a duly advertised public hearing held on March 13, 2023, it has been recommended to the Mayor and Council by the Planning Commission that the zoning text should be amended to modify the short term rental provisions.

Now, therefore, be it ordained and enacted by the Mayor and Council that certain provisions of the Zoning Regulations, as amended, be further amended as follows in **EXHIBIT A** attached hereto and incorporated herein.

THE WITHIN ORDINANCE SHALL BECOME EFFECTIVE IMMEDIATELY UPON ITS ADOPTION BY CITY COUNCIL.

Ordained by City Council this 27th day of April, in the Year of Our Lord, 2023, and in the 246th year of Independence of the United States of America.

R. KEITH SUMMEY, MAYOR

APPROVED AS TO FORM:

LEGAL COUNSEL

ATTEST:

COURTNAY HEYWARD, MUNICIPAL CLERK

NORTH CHARLESTON CITY COUNCIL
AGENDA ITEM

Meeting of April 27, 2023

DATE:	March 14, 2023
ITEM TITLE:	An Ordinance Amending Section 4-21 of the City of North Charleston Code of Ordinances, Appendix A, Zoning Regulations, to Modify Regulations for Short Term Rentals
SUBMITTED BY:	Planning Commission
CONTACT PERSON:	Megan Clark, Planning Division Director, (843) 740-2617

SUMMARY EXPLANATION:

The City has recently issued the first wave of short term rental (STR) permits. Staff is proposing a few minor changes to Section 4-21, which governs STRs, as summarized below:

- Delete the condition that only one STR is allowed per parcel; and
- Clarify the types of properties that are exempt from the STR permit requirements.

STAFF RECOMMENDATION:

Approval

BOARD, COMMISSION, COMMITTEE RECOMMENDATIONS:

The Planning Commission held a public hearing on March 13, 2023, and voted unanimously to recommend approval of the proposed amendment (6-0-0).

COUNCIL COMMITTEE RECOMMENDATION:

April 20, 2023 the Public Safety Committee voted unanimously to approve the Ordinance as presented.(10-0-0)

COUNCILACTION:

Mayor Summey stated that without objection, this item will be referred to the Public Safety Committee on April 20, 2023 for further review and a recommendation.

Exhibits

Resolution __ Ordinance _X_ Contract __Minutes __ Plan/Map ___ Transfer of Funds _X_ Other

EXHIBIT A

Section 4-21. Short Term Rentals:

(a) Definition: *Short Term Rental (STR).* For the purposes of this section, "short term rental" shall mean a dwelling unit intended to provide temporary sleeping accommodations for no more than two persons per bedroom, up to eight (8) persons (including children) maximum, for a period not to exceed twenty-nine (29) consecutive days per rental.

(b) Requirements for Short Term Rentals. Short term rentals shall be allowed as a conditional use of legally established dwelling units, except non-conforming dwellings in industrial districts, provided the following conditions are met:

1. The number of STR overnight guests ~~on the property~~in the STR unit shall not exceed two persons per bedroom, up to eight (8) persons (including children) maximum, and this maximum shall be posted in the STR and included in advertising;
2. A minimum of one (1) off-street or allocated parking space is provided for each two bedrooms rented, with a maximum of four spaces allocated for the ~~property~~STR unit.
3. No STR overnight guest or property owner vehicle shall be street parked during an STR stay.
4. ~~Only one STR is permitted per parcel;~~
5.4. Other than wall or window signage not to exceed one (1) square foot, the property shall not contain exterior signs advertising the STR use;
6.5. The applicable HOA/POA does not prohibit the use based on restrictive covenants or by-laws;
7.6. The hosting of events, such as weddings, parties, or similar gatherings, is prohibited;
8.7. A STR Permit and an active business license for the use is filed by the property owner(s) with the City;
9.8. No more than three (3) notices of violations of the City's zoning, noise or refuse ordinance have been the subject of a Zoning Department Notice of Violation in the previous one-year period. Issuance of the fourth such Notice of Violation shall render all previously issued STR permitting and licensing null and void
   a. Review of such determinations shall, if sought, be performed by the Board of Zoning Appeals, in accordance with Section 7-6 of the Zoning Ordinance.
10.9. The STR's registration number shall be posted in the STR and included in advertising;
11.10. All required taxes are paid; ~~and~~
12.11. The STR is permitted by the City's Planning and Zoning Department, and the registration is renewed annually by February 28th~~.~~; and
13.12. The property owner shall identify a contact, with twenty-four hour cellphone availability, who is available to be on site within 30 minutes of notice. Failure of a property point of contact to arrive on scene

within thirty minutes of a City call for assistance being placed shall constitute a violation of this Ordinance.

(c) Dwelling units on commercially zoned parcels are subject to the provisions of subsection 4-21(b) above.

(d) ~~Apartment buildings~~Parcels with ten (10) or more rental units, as well as buildings or units properly permitted as and holding valid business licenses as hotels, motels, or other transient housing, are exempt from the provisions of subsection 4-21(b) above, provided an active business license for the rental use is filed with the City. A separate business license for each short term rental unit is required, except for hotels, motels, and other transient housing.

(e~~e~~) Amortization. Uses not in conformity with section 4-21 prior to January 1, 2023 shall not be grandfathered, but shall rather be considered in violation of this section of the ordinance.

ORDINANCE #2023-028

AN ORDINANCE
AMENDING SECTIONS 6-1 AND 10-20 OF THE CITY OF NORTH CHARLESTON CODE OF ORDINANCES, APPENDIX A, ZONING REGULATIONS, TO REVISE THE FRONT-SETBACK REQUIREMENTS FOR SINGLE AND MULTI-FAMILY DWELLING UNITS

WHEREAS, the City of North Charleston is empowered to regulate land use to ensure orderly growth and harmony among neighboring uses; and

WHEREAS, changes to the front-setback requirements for single and multi-family dwelling units are proposed to allow for more site-planning flexibility within neighborhoods; and

WHEREAS, pursuant to a duly advertised public meeting held on April 10, 2023, it has been recommended to the Mayor and Council by the Planning Commission that the zoning text should be amended to revise the front-setback requirements.

Now, therefore, be it ordained and enacted by the Mayor and Council that certain provisions of the Zoning Regulations, as amended, be further amended as follows in **EXHIBIT A** attached hereto and incorporated herein.

THE WITHIN ORDINANCE SHALL BECOME EFFECTIVE IMMEDIATELY UPON ITS ADOPTION BY CITY COUNCIL.

Ordained by City Council this 25th day of May, in the Year of Our Lord, 2023, in the 246th year of Independence of the United States of America.

R. KEITH SUMMEY, MAYOR

APPROVED AS TO FORM:

LEGAL COUNSEL

ATTEST:

COURTNAY HEYWARD, MUNICIPAL CLERK

NORTH CHARLESTON CITY COUNCIL
AGENDA ITEM

Meeting of May 25, 2023

DATE:	April 11, 2023
ITEM TITLE:	Amending Sections 6-1 and 10-20 of the City of North Charleston Code of Ordinances, Appendix A, Zoning Regulations, to Revise the Front-Setback Requirements for Single and Multi-Family Dwelling Units
SUBMITTED BY:	Planning Commission
CONTACT PERSON:	Megan Clark, Planning Division Director, (843) 740-2617

SUMMARY EXPLANATION:
A text amendment is proposed to the setbacks for single and multi-family dwellings to allow the front setback for single and multi-family dwelling units to be reduced by ten (10) feet where parking is provided under the dwelling unit. An amendment is also proposed to remove the additional 5' setback for townhomes, since a Type B buffer is already required where abutting unlike uses.

STAFF RECOMMENDATION:
Approval

BOARD, COMMISSION, COMMITTEE RECOMMENDATIONS:
The Planning Commission held a public hearing on April 10, 2023 and voted unanimously to recommend approval of the text amendment (7-0-0).

COUNCIL COMMITTEE RECOMMENDATION:
May 18, 2023 the Public Safety Committee voted unanimously by voice vote to recommend approval of this Ordinance as presented.(9-0-0)

COUNCIL ACTION:
Mayor Summey stated that without objection, this item will be referred to the Public Safety Committee on May 18, 2023 for further review and a recommendation.

Exhibits
Resolution _X_ Ordinance ___ Contract ___Minutes __ Plan/Map ___ Transfer of Funds _X_ Other

EXHIBIT A

Section 6-1. Requirements in R-1 single-family residential, R-2 multi-family residential, R-3 mobile home residential and AG agricultural districts:

Unless otherwise specified elsewhere in this ordinance uses permitted in the R-1, R-2, R-3 and AG zoning districts shall conform to the following standards:

...

(c) *Single-family (detached) dwelling requirements:*

1. *Front yards:*

a. Where fifty (50) per cent or more of the lots located on the same block between two (2) intersecting streets are developed, the average alignment of the buildings on the same side of the block within two hundred (200) feet of such lot shall be the minimum setback line, plus or minus two and one-half (2½) feet. For the purposes of these calculations, the frontage along the side line of a corner lot is excluded. Where parking is provided under an elevated structure, the front setback may be reduced by ten (10) feet.

b. Where a minimum setback is not established as above, the setback shall be twenty (20) feet. Where parking is provided under an elevated structure, the front setback may be reduced by ten (10) feet.

c. Porches and steps are considered to be a part of the main body of the house and may not encroach within the front yard setback.

d. Detached accessory use structures are not permitted in front yards.

e. The primary entrance to the home shall be oriented toward a street frontage.

...

(d) *Multi-family residential dwelling requirements:*

1. *Front yards:*

a. The minimum front yard depth for buildings in multi-family districts shall be twenty (20) feet;

b. The minimum front yard depth for town and row houses is twenty-five (25) feet on interior units. A minimum twenty (20) foot setback shall be required on end units where automobile parking or storage within the residence with entry from the front. If parking can be accommodated under an elevated structure, on the end or rear of units, or on property held in common by the townhouse development owners having adequate access to a dedicated public street, the front setback may be reduced to ten (10) feet.

2. *Side yards:*

   a. The minimum side-yard depth for buildings in multi-family districts shall be (ten) 10 feet.

   b. For row-houses or townhouses, a side yard at least ten (10) feet in width shall be provided between the end of a row and a side lot line or side street line.

3. *Rear yards:*

   a. The rear yard setback in the R-2 district shall not be less than twenty (20) feet. Forty (40) per cent of the area of the rear yard may be occupied by a one-story accessory building not more than eighteen (18) feet in height to the ridge, or the height of the existing residence, whichever is less, and at least six (6) feet from any structure and three (3) feet from any interior line.

   b. For row-houses or townhouses, the rear yard depth shall be at least twenty (20) feet from the main building line to the rear property line. Such measurements shall be made without regard to attached or detached storage, utility or covered patio areas. ~~There shall be added to the above requirements an additional ten (10) feet of rear yard depth where automobiles are parked or stored in the rear yard.~~

   ~~c. When townhouses or row-houses are located within a district (overlay or otherwise) requiring buffers, the minimum required setbacks shall be equal to the greater of (i) the required buffer plus five (5) feet; or (ii) the setbacks otherwise specified within this or other sections of the Zoning Code.~~

(Ord. No. 1985-17, 3-28-85; Ord. No. 1995-52, 10-24-95; Ord. No. 1996-46, 8-22-96; Ord. No. 1997-32, 5-22-97; Ord. No. 1998-51, 5-28-98; Ord. No. 1998-85, 9-24-98; Ord. No. 1998-107, 12-22-98; Ord. No. 2005-21, 4-28-05; Ord. No. 2006-10, 3-23-06; Ord. No. 2007-75, 10-25-07; Ord. No. 2009-50, 9-24-09; Ord. No. 2021-048, Exh. A, 6-24-2021; Ord. No. 2022-009, Exh. A, 1-27-2022; Ord. No. 2022-022, Exh. A, 3-24-2022)

Section 10-20. Conservation district regulations:

...

(b) *Standards against which proposed activities requiring conservation district review will be evaluated:*

(1) *Setbacks.* The required front yard setback shall be equal to the average setback for structures located along the same street block, plus or minus two and one-half (2½) feet. In instances in which no average setback for structures located along the same street block can be determined, the required setback shall be twenty-two and one-half (22½) feet, plus or minus two and one-half (2½) feet. Where parking is provided under an elevated structure, the front setback may be reduced by ten (10) feet. Side and rear setbacks shall be provided in accordance with Section 6-1.

Secondary structures are to be established behind the main structure and hence may not be established in the front yard setback area.

(2) *Floor area ratio (FAR).* Floor area ratio shall be determined by dividing the ratio total square footage of the structure by the total square footage of the lot. The bottom story of an elevated structure is exempted from the FAR calculation.

FAR's for new structures or existing structures when any proposed additions/renovations are considered may not exceed 0.50 for one-story homes and 0.75 for two-story homes.

If the average FAR for all structures on the same block as the subject property is more than twenty-five (25) per cent different than the applicable 0.50 and 0.75 FAR listed above then the FAR limit applicable to the subject property shall be the average FAR for all structures on the same block as the subject property.

...

(Ord. No. 2008-22, § 2, 4-24-08; Ord. No. 2017-076, 11-21-2017; Ord. No. 2020-008, Exh. A, 1-23-2020)

Ordinance #2023-040

AN ORDINANCE
AMENDING SECTION 5-5 OF THE CITY OF NORTH CHARLESTON CODE OF ORDINANCES, APPENDIX A, ZONING REGULATIONS, TO REVISE PERMITTED AND CONDITIONAL USES

WHEREAS, the City of North Charleston is empowered to regulate land use to ensure orderly growth and harmony among neighboring uses; and

WHEREAS, the City of North Charleston's PRIME Comprehensive Plan recommends enhancing the character of commercial corridors; and

WHEREAS, changes to commercial uses are proposed to provide clarity and additional uses and conditions; and

WHEREAS, pursuant to a duly advertised public meeting held on June 12, 2023, it has been recommended to the Mayor and Council by the Planning Commission that the zoning text should be amended to make clarifications and add certain conditions.

Now, therefore, be it ordained and enacted by the Mayor and Council that certain provisions of the Zoning Regulations, as amended, be further amended as follows in **EXHIBIT A** attached hereto and incorporated herein.

THE WITHIN ORDINANCE SHALL BECOME EFFECTIVE IMMEDIATELY UPON ITS ADOPTION BY CITY COUNCIL.

Ordained by City Council this 27th day of July, in the Year of Our Lord, 2023, in the 247th year of Independence of the United States of America.

R. KEITH SUMMEY, MAYOR

APPROVED AS TO FORM:

LEGAL COUNSEL

ATTEST:

COURTNAY MEYWARD, MUNICIPAL CLERK

NORTH CHARLESTON CITY COUNCIL
AGENDA ITEM

Meeting of July 27, 2023

DATE: June 13, 2023

ITEM TITLE: An Ordinance Amending Section 5-5 of the City of North Charleston Code of Ordinances, Appendix A, Zoning Regulations, to Revise Permitted and Conditional Uses

SUBMITTED BY: Planning Commission

CONTACT PERSON: Megan Clark, Planning Division Director, 843-740-2617

SUMMARY EXPLANATION:
A text amendment is proposed to revise M-1 uses so that storage of dumpsters, portable restrooms, construction trailers, etc., are not located on a mixed-use corridor.

At the public hearing at the Planning Commission meeting, there were no speakers.

STAFF RECOMMENDATION:
Staff recommends approval.

BOARD, COMMISSION, COMMITTEE RECOMMENDATIONS:
The Planning Commission held a public hearing on June 12, 2023, and a motion to recommend approval of the text amendment carried unanimously (7-0-0).

COUNCIL COMMITTEE RECOMMENDATION:
July 20, 2023 The Public Safety Committee voted unanimously by voice vote to recommend approval of this Ordinance as presented. (6-0-0)

COUNCIL ACTION:
Mayor Summey stated that without objection, this item will be referred to the Public Safety Committee on July 20, 2023 for further review and a recommendation.

Exhibits
Resolution __ Ordinance _X Contract ___Minutes __ Plan/Map ___ Transfer of Funds _ Other

EXHIBIT A

Section 5-5. - M-1, Light industrial district:

It is the intent of the M-1 zoning district to provide areas for commercial, warehousing, transportation, and certain light manufacturing activities that provide the backbone for economic development and job creation and are appropriate along established transportation corridors with separation and buffering from residential areas.

...

(b) *Conditional uses*: The following uses shall be permitted on a conditional basis in any M-1 zoning district, subject to the stated conditions:

...

7. Tow yards, storage of construction, trash or industrial dumpsters, construction trailers, and/or portable restrooms provided:

a. The parcels are not wholly or partially located on a Mixed Use Corridor, as established in the Comprehensive Plan.

b. That such uses are enclosed and separated from any adjoining uses or public or private rights-of-way, excluding points of ingress or egress, by a fence or wall at least eight (8) feet in height and screened with vegetative material sufficient to conceal all such uses from public view; and

c~~b~~. The conditions of subsection 9-67(4)(b)(i) of the City Code are met.

ORDINANCE #2023-039

AN ORDINANCE
AMENDING SECTION 5-4 TO ESTABLISH CONDITIONS FOR CAMPGROUNDS AND RECREATIONAL VEHICLE PARKS

WHEREAS, the City of North Charleston is empowered to regulate land use to ensure orderly growth and harmony among neighboring uses; and

WHEREAS, conditions for the establishment of campgrounds and recreational vehicle parks are proposed; and

WHEREAS, pursuant to a duly advertised public meeting held on June 12, 2023, it has been recommended to the Mayor and Council by the Planning Commission that the zoning text should be amended to add conditions for the establishment of campgrounds and recreational vehicle parks.

Now, therefore, be it ordained and enacted by the Mayor and Council that certain provisions of the Zoning Regulations, as amended, be further amended as follows in **EXHIBIT A** attached hereto and incorporated herein.

THE WITHIN ORDINANCE SHALL BECOME EFFECTIVE IMMEDIATELY UPON ITS ADOPTION BY CITY COUNCIL.

Ordained by City Council this 27th day of July, in the Year of Our Lord, 2023, in the 247th year of Independence of the United States of America.

R. KEITH SUMMEY, MAYOR

APPROVED AS TO FORM:

LEGAL COUNSEL

ATTEST:

COURTNAY HEYWARD, MUNICIPAL CLERK

NORTH CHARLESTON CITY COUNCIL
AGENDA ITEM

Meeting of July 27, 2023

DATE: June 13, 2023

ITEM TITLE: An Ordinance Amending Section 5-4 to Establish Conditions for Campgrounds and Recreational Vehicle Parks

SUBMITTED BY: Planning Commission

CONTACT PERSON: Megan Clark, Planning Division Director, 843-740-2617

SUMMARY EXPLANATION:

Currently, campgrounds and recreational vehicle (RV) parks are considered transient housing and allowed as a permitted use in the B-2, General Business zoning district. Recognizing that all B-2-zoned properties might not be acceptable for this use, a text amendment to Section 5-4 is proposed to adopt conditions for the establishment of campgrounds and RV parks, as well as design criteria.

At the public hearing at the Planning Commission meeting, there were no speakers.

STAFF RECOMMENDATION:

Staff recommends approval.

BOARD, COMMISSION, COMMITTEE RECOMMENDATIONS:

The Planning Commission held a public hearing on June 12, 2023, and a motion to recommend approval of the text amendment carried unanimously (7-0-0).

COUNCIL COMMITTEE RECOMMENDATION:

July 20, 2023 The Public Safety Committee voted unanimously by voice vote to recommend approval of this Ordinance as presented. (6-0-0)

COUNCIL ACTION:

Mayor Summey stated that without objection, this item will be referred to the Public Safety Committee on July 20, 2023 for further review and a recommendation.

Exhibits

Resolution __ Ordinance _X_ Contract ___Minutes __ Plan/Map ___ Transfer of Funds _ Other

EXHIBIT A

Section 5-4. B-2, General business district:

The B-2 zoning district is established to provide the appropriate land reserved for general business purposes with particular consideration for general commercial development that supports city-wide as well as regional commerce located along major arterial corridors. The regulations that apply within this district are designed to encourage the formation and continuance of a compatible and economically healthy environment for business, financial, and professional service uses which benefit from being in close proximity to each other. The mixing and stacking of uses shall be encouraged to foster an urban environment with dense, walkable nodes along the city's commercial corridors as designated on the future land use map:

(a) *Permitted uses:* The following uses shall be permitted in the B-2 zoning district:

...

3. Temporary or transient lodging such as: hotels, motels, inns, hostels, missions, homeless shelters, or other shelters, but excluding campgrounds and RV parks (provided, however, that missions, homeless shelters or other like facilities shall not be permitted in an area determined by city council, pursuant to ordinance and state law including the South Carolina Community Development Law and the South Carolina Tax Increment Finance Law, to be a blighted or conservation area);

...

(b) *Conditional uses:* The following uses shall be permitted in any B-2 zoning district subject to the stated conditions:

...

2. Outdoor commercial recreation facilities such as:

   a. Carnivals and circuses provided that no portion of a building, amusement device or ride, parking, or any other appurtenance affiliated with the carnival or circus may be located within one thousand (1,000) feet of a residential zoning district, excluding those hosted by the city on recreational facilities. Hours of operation must be limited to 9:00 a.m. to 10:00 p.m. Sunday through Thursday and 9:00 a.m. to 12:00 a.m. Friday and Saturday. In addition to meeting the current building code requirements for handicap bathroom facilities, the carnival or circus must also meet all other

requirements of the zoning district that the use is operating in, i.e., setbacks, screening, etc.

b. Other outdoor commercial recreation facilities such as paintball, go-karts, etc., subject to the following conditions:

~~a~~i. The hours of operation shall be limited to 8:00 a.m. to 11:00 p.m. when adjacent to residentially used property;

~~b~~ii. Noise-generating activities shall be oriented away from residential areas;

~~c~~iii. Where such uses are located adjacent to residential properties, a twenty-foot setback and a full eight-foot masonry wall shall be required.

c. Campgrounds (including tent and cabins) and recreational vehicle parks, subject to the following conditions:

i. Stays at such locations are limited to 29 days or fewer.

ii. A minimum lot size of three acres is required.

iii. No portion of the parcel is located within a Mixed-Use Corridor as identified by the comprehensive plan.

iv. Landscaping meeting Type-B Buffer requirements, and a full eight-foot masonry wall shall be provided along the perimeter.

v. All internal park roads:

(a) Shall be privately owned and maintained. They shall be constructed to all-weather standards. Park roads shall have a minimum improved width as follows (does not include parking):

(1) One-way road: 12 feet.

(2) Two-way road: 24 feet.

(b) Shall provide a continuous path of travel throughout all recreational vehicle parks. No roadway shall dead-end.

(c) To maintain unobstructed vehicle travel through the interior of the park, no parking along the roadways shall be allowed.

(d) No entrance or exit shall require a turn at an acute angle for vehicles moving in the direction intended, and radii of curbs and pavements at intersections shall be such as to facilitate easy turning movements for vehicles with trailers attached.

vi. Individual lots within the Campground/RV:

(a) May not be established within twenty feet of the parcel line.

(b) May not be established in special flood hazard areas.

(c) Shall be provided with the following hookups:

(1) Electrical;

(2) Water; and

(3) Sewer.

(d) Shall be provided with a low-intensity light at the roadway, internal illuminated site numbers, and Section 4-17 site lighting requirements.

(e) Shall include a minimum of one 9' x 19' parking space, shall be provided per campground/RV lot. (An RV parking pad may satisfy this requirement.) If RVs are to be accommodated, the RV parking pad shall be a minimum of 20 feet wide by 40 feet long with a minimum five-foot-wide setback on each side, or otherwise able to accommodate both the RV unit and the tow vehicle.

vii. A minimum of 20 percent of the property shall be set aside and maintained as open space for the recreational use of park guests. Such space and location shall be accessible and usable by all guests of the park for passive or active recreation. Required buffer areas, outdoor recreational facilities, such as open picnic structures, swimming pools, hot tubs, tennis courts, playground equipment, horseshoe pits, dog parks, etc., may be counted toward this requirement. Parking spaces, driveways, access roads, and parking pads are not considered to be usable open space.

viii. In addition to the individual campground/RV lots, there shall be a minimum of four parking spaces available at the main office, two designated for staff and two designated for visitors. Additional visitor parking spaces shall be provided at a ratio of one parking space per each increment of five campground/RV lots. All parking must include designs for both standard and ADA parking.

ix. All utility lines in the park shall be underground and shall be approved by the agency or jurisdiction providing the service and other applicable permitting authorities.

x. Separate men's and women's restroom facilities shall be provided for use of park patrons as follows: a minimum of one standard toilet stall and one ADA accessible stall, with hand washing sinks available, as appropriate.

xi. If pets are permitted in the campground or RV park, each park shall have a designated, clearly marked pet relief area that is to be maintained regularly to ensure exceptional sanitary conditions. Designated pet waste receptacles shall also be provided.

xii. Site plan required: A site plan showing the above required data, and in all other respects meeting the minimum requirements for a building permit shall accompany all applications to establish a campground or recreational vehicle park.

xiii. Campground/park management:

(a) A business license is required to operate the park, and the owner of the RV park shall be responsible for the development and maintenance of the park in strict conformity with the building site plan, and all applicable laws, codes, and ordinances.

(b) An RV park with 10 or fewer pads shall have a park manager that is accessible 24 hours per day, seven days per week, whose contact information is clearly marked and available to park patrons. RV parks with 11 or more pads will be required to maintain on-site management headquarters.

ix. The zoning administrator may (but shall not be required to) administratively permit a reasonable modification of these requirements without the necessity of a variance being obtained:

(a) Where the requirements of this subsection conflict with the requirements, conditions, or permits of other regulatory agencies; or

(b) For campground lots not designated for RVs.

...

(Ord. No. 1987-19, 4-9-87; Ord. No. 1990-34, 6-28-90; Ord. No. 1992-47, 11-5-92; Ord. No. 1993-7, 3-11-93; Ord. No. 1993-8, 3-25-93; Ord. No. 1998-72, 8-13-98; Ord. No. 2002-38, 5-23-02; Ord. No. 2002-39, 5-23-02; Ord. No. 2002-079, 10-24-02; Ord. No. 2002-090, 11-26-02; Ord. No. 2007-61, 8-23-07; Ord. No. 2009-49, 9-24-09; Ord. No. 2012-041, 9-27-2012; Ord. No. 2014-055, 9-25-2014; Ord. No. 2016-008, 2-25-2016; Ord. No. 2018-064, 10-25-2018; Ord. No. 2020-050, Exh. A, 10-22-2020; Ord. No. 2021-009, Exh. A, 2-25-2021; Ord. No. 2021-077, Exh. A, 11-23-2021; Ord. No. 2022-020, Exh. A, 3-24-2022)

ORDINANCE #2023-043

AN ORDINANCE
AMENDING SECTION 4-10 OF THE CITY OF NORTH CHARLESTON CODE OF ORDINANCES, APPENDIX A, ZONING REGULATIONS, TO REVISE OFF-STREET PARKING REQUIREMENTS

WHEREAS, the City of North Charleston is empowered to regulate land use to ensure orderly growth and harmony among neighboring uses; and

WHERAS, the City of North Charleston's PRIME Comprehensive Plan recommends enhancing the character and design standard; and

WHEREAS, changes to the parking standards are proposed to provide clarity and additional requirements; and

WHEREAS, pursuant to a duly advertised public meeting held on July 10, 2023, it has been recommended to the Mayor and Council by the Planning Commission that the zoning text should be amended to make clarifications and add certain conditions.

Now, therefore, be it ordained and enacted by the Mayor and Council that certain provisions of the Zoning Regulations, as amended, be further amended as follows in **EXHIBIT A** attached hereto and incorporated herein.

THE WITHIN ORDINANCE SHALL BECOME EFFECTIVE IMMEDIATELY UPON ITS ADOPTION BY CITY COUNCIL.

Ordained by City Council this 24th day of August, in the Year of Our Lord, 2023, in the 247th year of Independence of the United States of America.

R. KEITH SUMMEY, MAYOR

APPROVED AS TO FORM:

LEGAL COUNSEL

ATTEST:

COURTNAY HEYWARD, MUNICIPAL CLERK

NORTH CHARLESTON CITY COUNCIL
AGENDA ITEM

Meeting of August 24, 2023

DATE: July 11, 2023

ITEM TITLE: An Ordinance Amending Section 4-10 of the City of North Charleston Code of Ordinances, Appendix A, Zoning Regulations, to Revise Off-Street Parking Requirements

SUBMITTED BY: Planning Commission

CONTACT PERSON: Megan Clark, Planning Division Director, 843-740-2617

SUMMARY EXPLANATION:
A text amendment is proposed to amend Section 4-10, Off-Street Parking Requirements to address the following:

- Add parking standards for various types of recreational uses, catering kitchens, and marinas;
- Revise the parking standards for restaurants to include outdoor seating areas and revise the standard for banks to be calculated based on total floor area; and
- Revise the design standards for off-street parking to include parallel parking standards; and provide a reduction of the parking space size for legal, non-conforming residential lots.

STAFF RECOMMENDATION:
Approval

BOARD, COMMISSION, COMMITTEE RECOMMENDATIONS:
The Planning Commission held a public hearing on July 10, 2023, and a motion to recommend denial of the proposed text amendment failed (2-5-0).

COUNCIL COMMITTEE RECOMMENDATION:
August 17, 2023, the Public Safety Committee voted unanimously by voice vote to recommend approval of this Ordinance as presented. (10-0-0)

COUNCIL ACTION:
Mayor Summey stated that without objection, this item will be referred to the Public Safety Committee on August 17, 2023 for further review and a recommendation.

Exhibits
Resolution __Ordinance __X__ Contract ___Minutes __ Plan/Map __X__ Transfer of Funds _ Other

EXHIBIT A

Section 4-10. Off-street parking required:

The purpose of this regulation is to insure the reasonable provision of future off-street parking facilities within the City of North Charleston. Any use not enumerated herein below shall provide off-street parking facilities in the proportion required of the enumerated use which most closely is related to it.

(a) Off-street parking requirements: At the time of the erection of any building or structure or at the time any structure is enlarged, increased in capacity, or reoccupied, the following minimum off-street parking spaces are required on every lot on which the erection, enlargement or re-occupation occurs, or on a parking facility the title to which and/or easement for the use of which runs with and/or is appurtenant to the title to such building so erected and enlarged. Each fraction occurring in the total spaces required for a particular use shall be construed as one (1) additional space.

...

15. Banks: One (1) space for each two hundred (200) square feet of ~~gross~~ total floor area;

16. Restaurants and similar establishments serving food and beverage: One (1) space for each one hundred (100) square feet of total floor area including areas for outdoor seating;

17. Automobile repair garage: One (1) space for each two (2) employees at maximum employment on a single shift, plus one (1) space for each two hundred fifty (250) square feet of auto repair or maintenance space;

18. Service station: Two (2) spaces for each grease rack or similar facility plus one (1) space for each employee at period of greatest employment;

19. Funeral homes: One (1) space for each four (4) seats in all assembly rooms, plus two (2) spaces for each employee;

20. General business, commercial or personal service establishments catering to the retail trade: One (1) space for each three hundred (300) square feet of total floor space;

21. Commercial, manufacturing and industrial establishments not catering to the retail trade: One (1) space for each two (2) employees at maximum employment on a single shift;

22. College or other institution of higher learning, business, trade, or other school, accessory uses to such facilities, libraries: One space for each one hundred (100) square feet of total inside floor space;

23. Carnivals: One (1) space for each one hundred (100) square feet of activity space; activity space is to be measured around the perimeter or the total activity area. If carnival is operating on premises of a shopping mall, ten (10) per cent of the required parking may be shared with the shopping mall's required parking. Based on the shopping mall's hours of operation and types of buses, the building official may increase the total shared amount of required parking to a maximum of twenty (20) per cent;.

24. Catering kitchens with no on-site sales: One (1) space per five hundred (500) square feet of total floor area plus one (1) space for each two (2) employees at maximum employment on a single shift;

25. Marinas: One (1) space per three (3) boat slips;

26. Recreation facilities:

a. Fitness centers and health clubs: One (1) space per three hundred (300) square feet of total floor area;

b. Airsoft and paintball: One (1) space per two thousand (2,000) square feet of play area;

c. Driving ranges and batting cages: One (1) space for each two (2) bays;

d. Golf courses (including mini): Three (3) spaces per hole plus one (1) space per three hundred (300) square feet of total floor area of the clubhouse or office area.

...

(d) Design standards for off-street parking:

1. Standard parking dimensions. Standard off-street parking spaces shall have a minimum dimension of nine (9) feet wide by nineteen (19) feet long, which is a total dimension of one hundred seventy-one (171) square feet. Parallel off-street parking spaces shall have a minimum dimension of eight (8) feet wide by twenty-two (22) feet long, which is a total dimension of one hundred seventy-six (176) square feet. Residential uses located on a non-conforming lot of record shall be permitted to provide parking spaces meeting a minimum dimension of eight (8) feet in width by fifteen (15) feet in length, which is a total dimension of one hundred twenty (120) square feet.

...

ORDINANCE #2023-049

AN ORDINANCE
AMENDING SECTIONS 5-11 AND 6-17 OF THE CITY OF NORTH CHARLESTON CODE OF ORDINANCES, APPENDIX A, ZONING REGULATIONS, TO CONSOLIDATE THE CITY'S WETLAND BUFFER REQUIREMENTS

Whereas, the wetland buffer standard in the Dorchester Road Corridor I overlay district requires a 25-foot buffer; and

Whereas, the wetland buffer in the remainder of the City is also set at 25 feet; and

Whereas, pursuant to a duly advertised public meeting held on August 14, 2023, it has been recommended to the Mayor and Council by the Planning Commission that the zoning text should be amended to consolidate the wetland buffer requirements into one section of the Zoning Regulations;

Now, therefore, be it ordained and enacted by the Mayor and Council that certain provisions of the Zoning Regulations, as amended, be further amended as follows in **EXHIBIT A** attached hereto and incorporated herein.

THE WITHIN ORDINANCE SHALL BECOME EFFECTIVE IMMEDIATELY UPON ITS ADOPTION BY CITY COUNCIL.

Ordained by City Council this 28th day of September, in the Year of Our Lord, 2023, in the 247th year of Independence of the United States of America.

R. KEITH SUMMEY, MAYOR

APPROVED AS TO FORM:

LEGAL COUNSEL

ATTEST:

COURTNAY HEYWARD, MUNICIPAL CLERK

NORTH CHARLESTON CITY COUNCIL
AGENDA ITEM

Meeting of September 28, 2023

DATE: August 14, 2023

ITEM TITLE: An Ordinance Amending Sections 5-11 and 6-17 of the City of North Charleston Code of Ordinances, Appendix A, Zoning Regulations, to Consolidate the City's Wetland Buffer Requirements

SUBMITTED BY: Planning Commission

CONTACT PERSON: Megan Clark, Planning Division Director, 843-740-2617

SUMMARY EXPLANATION:
A zoning text amendment is proposed to consolidate the wetland buffer requirements into one section, Section 6-17, to streamline administration of the requirements.

STAFF RECOMMENDATION:
Approval

BOARD, COMMISSION, COMMITTEE RECOMMENDATIONS:
The Planning Commission held a public hearing on August 14, 2023, and a motion to recommend approval of the proposed text amendment carried unanimously (6-0-0).

COUNCIL ACTION:
September 14, 2023 Mayor Pro Tempore Skipper stated without objection this item will be referred to the Public Safety Committee September 20, 2023 for further review and a recommendation.

COUNCIL COMMITTEE RECOMMENDATION:
September 20, 2023 the Public Safety Committee voted unanimously to recommend approval of the Ordinance (8-0-0)

Exhibits
Resolution __ Ordinance _X_ Contract ___Minutes __ Plan/Map _X_ Transfer of Funds _ Other

APPENDIX A

Section 5-11. Dorchester Road Corridor I district:

...

(b) *Required buffers.*

...

2. Required buffers for parcels abutting secondary streets and frontage roads.

...

F. *All buffer areas ~~(except riparian buffers)~~.* All buffer areas must accommodate required plant material within the buffer. Drainage swales and storm water detention ponds may be placed in the buffer only when trees are not endangered and only when they meander through the buffer in an unobtrusive manner. Storm water detention ponds may not occupy more than twenty-five (25) per cent of the buffer area. Driveways may pass through a buffer to gain access to parking. Structures other than permitted freestanding signs may not be placed within the buffer.

~~3. Riparian buffers along creeks and wetland areas.~~

~~A. Depth: The vegetative buffer shall be of a minimum depth of twenty-five (25) feet. Depth shall be measured from the edge of the wetland area.~~

~~B. The buffer is to be left pristine and forested. Development within the buffer shall not be permitted for any purposes except the construction of a boardwalk (if required by this ordinance), footpaths parallel to the water, stormwater channels, and utility or roadway crossings. Any development within the buffer pursuant to this sub-section shall observe all requirements of section 5-11(c) set forth below.~~

~~C. Selection of new vegetation for installation in the buffer for purposes of complying with this ordinance shall be based on the native, predevelopment plant community.~~

~~D. Property owners may clear and prune vegetation in a portion of the buffer to establish a "view corridor." The size of a view corridor shall be either seventy-five (75) wide or one-third (⅓) the width of the lot, whichever is less. If the landowner wants to establish a view corridor, he or she must submit a selective clearing and~~

~~landscaping plan to the planning department. The plan must leave enough vegetation in the corridor to maintain the function of the buffer. Any trees removed must be replaced by shrubs or small trees from a plant list of native vegetation supplied by the planning department. To prevent conversion to turf, no pruning shall be allowed below a height of three (3) feet. If a landowner clears more vegetation than is allowed, he or she will be subject to a fine and required to revegetate the segment of the buffer in violation.~~

~~F. Buffer crossings: Attempts should be made to limit the number of road crossing across water bodies and to minimize the width of crossings at the discretion of the planning department and the South Carolina Department of Transportation. Direct right angles shall be used to cross the water bodies. All roadway crossings and culverts should be capable of passing the 100-year flood.~~

~~Road rights-of-way shall be reduced in buffer zones to a maximum width of twenty-five (25) feet, with utilities under pavement. Crossing water bodies with mainline sewer shall be avoided, and sewers shall be sited out of buffers. All footpaths accessing a buffer (running to the water) shall be covered by wooden boardwalks to prevent the channelization of stormwater runoff that is caused by dirt footpaths.~~

~~G. General. Subsequent to the approval of the development site plans, the developer shall be responsible to take such action as may be necessary to protect vegetation specified for retention within the buffer. Approved buffer area clearing and minor vegetation pruning such as removal of dead limbs, removal of trees and other vegetation not designated for retention, and limb-out pruning of existing trees shall be allowed, providing that:~~

~~(i) Such actions shall not damage trees which are specified for retention;~~

~~(ii) Limb-out pruning shall be accomplished by hand pruning at heights less that eight (8) feet above grade; and~~

~~(iii) No vegetation shall be removed which has been specified for retention.~~

~~Proposed development shall avoid excessive or unsightly grading, indiscriminant earth moving or clearing of property, and removal of trees and vegetation which could cause disruption of natural water courses and draining features, or could permanently disfigure natural land forms.~~

...

(Ord. No. 2000-020, 6-8-00; Ord. No. 2000-094, 12-28-00; Ord. No. 2001-59, 9-27-01; Ord. No. 2001-092, 12-27-01; Ord. No. 2006-45, 7-25-06; Ord. No. 2006-46, 7-25-06; Ord. No. 2009-04, 1-8-09; Ord. No. 2012-047, 10-25-2012; Ord. No. 2015-023, 5-28-2015; Ord. No. 2019-034, 6-27-2019; Ord. No. 2021-007, Exh. A, 2-25-2021; Ord. No. 2021-041, Exh. A, 5-27-2021)

Section 6-17. Riparian buffers:

Purpose and intent. The riparian buffer ordinance is established in order to maintain stream habitats and associated vegetation for the purposes of maintaining the physical, chemical and biological integrity of water resources; providing vital natural filtration of stormwater; reducing erosion and controlling sedimentation; stabilizing stream banks; maintaining tidal and stream flows; improving aquatic and terrestrial wildlife habitats; maintaining scenic value and recreational opportunities; and mitigating the impacts of flooding and tropical storms.

(a) *Applicability.* This ordinance applies to all proposed new development, and to expansions to existing development sufficient to trigger application of normal buffer requirements, on properties abutting preserved wetlands and tidal or non-tidal tributaries to the Ashley and Cooper Rivers within the City of North Charleston. This ordinance shall not apply to properties located in ~~the Upper Dorchester Gateway Corridor (article V, section 5-11) or~~ the Ashley River Scenic District (article V, sections 5-8, [5-]9 and [5-]10).

(b) *Riparian buffers adjacent to preserved wetlands and along tributaries of the Ashley River or Cooper River.* Natural vegetative buffers of twenty-five (25) feet in depth shall be maintained on the upland side of critical lines along tidal tributaries of the Ashley River or Cooper River (as designated by the South Carolina Department of Health and Environmental Control's Office of Coastal Resource Management), adjacent to preserved wetlands, and along the upland side of the bank of any non-tidal tributary of the Ashley River or Cooper River. For the purpose of this section a preserved wetland shall mean a jurisdictional wetland regulated by the Army Corps of Engineers. Where a wetland or a portion of a wetland is filled pursuant to a properly-issued permit, no riparian buffer is required along the filled area.

1. *Buildings and impervious surfaces:* No new buildings or impervious surfaces shall be located within the buffer.

2. *Uses allowed within buffer area:* The following uses may be allowed within the buffer area, subject to the normal tree protection regulations in article VI, section 6-16 and review by the zoning administrator:

   a. *Trails:* Pedestrian or bike trails constructed of pervious natural materials and not exceeding ten (10) feet in width.

   b. *Pedestrian or vehicular access:* Access ways leading to such water dependent uses as docks, piers, bridges, and boat landings elevated to above grade to prevent channelization and running perpendicular to the length of the buffer.

   c. *Utilities:* Minimum utility line penetrations as specifically and previously approved on development plans that must necessarily cross a wetland area without a reasonable alternative.

3. *Drainage facilities:* Minimal utility line penetrations, including drainage lines or outfalls, that must necessarily cross a wetland area without a reasonable alternative, provided plans show the disturbed area to be replanted with native species complementary to those existing in the undisturbed area of the buffer.

4. *Landscaping additions to the buffer:* Where natural vegetation may be absent or insufficient to accomplish any degree of storm-water filtration or bank stabilization, additional plantings of indigenous grasses, shrubs and trees may be required at the following minimum rate: Six (6) canopy trees (two and one-half (2½) inch diameter breast height minimum); and ten (10) understory trees (six (6) to eight (8) feet height minimum); and forty (40) shrubs, (three (3) gallons minimum). No new non-indigenous plant species may be planted within the buffer area.

5. The landowner of a site involving a buffer is permitted as follows:

   a. To provide a reasonable view corridor, provided the following requirements are met:~~to selectively clear and prune a minimal amount of vegetation in order to provide a reasonable view corridor, and shall meet the following requirements:~~

      1. ~~a.~~ The view corridor shall be no wider than seventy-five (75) feet or one-third (⅓) of the lot width, whichever is narrower;

      2~~b~~. If the landowner wants to establish a view corridor, he or she must submit a selective clearing and landscaping plan to the zoning department and apply for a zoning permit. The plan must leave enough vegetation in the corridor to maintain the function of the buffer.

         i. No tree of six (6) inches DBH or greater shall be cut or removed;

         ii. All cutting or pruning shall be done by hand—No grubbing or grading is permitted.

      3~~c~~. To prevent conversion to turf, no pruning shall be allowed below a height of three (3) feet.

      4~~d~~. If a landowner clears more vegetation than allowed, he or she will be subject to a fine and required to replant the segment of the buffer that is in violation. Any clearing is also subject to the regulations of the city's Tree Protection Ordinance, which imposes a one thousand eighty-five dollar ($1,085.00) fine per tree cut unlawfully, or up to thirty (30) days in jail.

      5~~e~~. To the extent possible, the placement of the view corridor should coincide with the location of trails, paths, driveways and utility easements which areas shall count toward the maximum width of the view corridor.

   b. Approved buffer area clearing and minor vegetation pruning such as removal of dead limbs, removal of hazardous trees and other vegetation, and limb-out pruning of existing trees shall be allowed, providing that:

      1. Tree and limbs greater than six (6) inches DBH may be removed only after a finding of a clear hazard to the property owner

6. If application of this ordinance shall prohibit all permitted use of a parcel to the extent that no building could be constructed on the parcel, then the zoning

administrator may reduce the natural vegetative buffers required by this section by as much as fifty (50) per cent. Greater reductions must be submitted to the zoning board of appeals.

(Ord. No. 2009-67, 11-24-09; Ord. No. 2010-24, 4-22-2010; Ord. No. 2020-038, Exh. A, 8-27-2020)

ORDINANCE #2023-053

AN ORDINANCE
AMENDING SECTIONS 5-18 AND 5-19 OF THE CITY OF NORTH CHARLESTON CODE OF ORDINANCES, APPENDIX A, ZONING REGULATIONS, TO REVISE USES AND DESIGN STANDARDS

Whereas, the City of North Charleston is empowered to regulate to provide for the health, safety, and welfare of its citizens; and

Whereas, the City is statutorily authorized to pass zoning and land use regulations; and

Whereas, pursuant to a duly advertised public meeting held on September 11, 2023, it has been recommended to the Mayor and Council by the Planning Commission that the zoning text should be amended to revise the conditional uses and design standards in the Rivers Avenue overlay districts.

Now, therefore, be it ordained and enacted by the Mayor and Council that certain provisions of the Zoning Regulations, as amended, be further amended as follows in **EXHIBIT A** attached hereto and incorporated herein.

THE WITHIN ORDINANCE SHALL BECOME EFFECTIVE IMMEDIATELY UPON ITS ADOPTION BY CITY COUNCIL.

Ordained by City Council this 26th day of October, in the Year of Our Lord, 2023, in the 247th year of Independence of the United States of America.

R. KEITH SUMMEY, MAYOR

APPROVED AS TO FORM:

LEGAL COUNSEL

ATTEST:

COURTNAY HEYWARD, MUNICIPAL CLERK

NORTH CHARLESTON CITY COUNCIL
AGENDA ITEM

Meeting of October 26, 2023

DATE: August 30, 2023

ITEM TITLE: An Ordinance Amending Sections 5-18 and 5-19 of the City of North Charleston Code of Ordinances, Appendix A, Zoning Regulations, to Revise Uses and Design Standards

SUBMITTED BY: Planning Commission

CONTACT PERSON: Megan Clark, Planning Division Director, (843) 740-2617

SUMMARY EXPLANATION:
A zoning text amendment is proposed to the Rivers Avenue overlay districts for the following items:

- To clarify the types of storage uses prohibited;
- To prohibit Highway Oriented Uses in the Rivers Avenue South overlay area (from Durant Avenue south to Success Street);
- To revise the applicability of the ordinance to apply both the design and supplemental standards to new construction and additions increasing the footprint by twenty percent (20%) or more;
- To revise the sign standard to apply to new signs;
- To clarify the commercial component for developments 9 units and greater; and
- To add a buffer requirement in the Rivers Avenue South overlay where the development activity does not meet the threshold for an activity zone.

STAFF RECOMMENDATION:
Staff recommends approval.

BOARD, COMMISSION, COMMITTEE RECOMMENDATIONS:
The Planning Commission held a public hearing on September 11, 2023, and a motion to recommend **approval** passed unanimously (7-0-0).

COUNCIL COMMITTEE RECOMMENDATION:
October 19, 2023 the Public Safety Committee voted unanimously by voice vote to recommend approval of this Ordinance as presented. (7-0-0)

COUNCIL ACTION:
Mayor Summey stated that without objection, this item will be referred to the Public Safety Committee on October19, 2023 for further review and a recommendation.

Exhibits
Resolution __ Ordinance _X Contract ___Minutes __ Plan/Map ___ Transfer of Funds _ Other

EXHIBIT A

Section 5-18. Rivers Avenue South overlay district:

A. *Purpose:* The Rivers Avenue South overlay district is intended provide a framework for cohesive development design, safe multi-modal access, and walkable environment. The Rivers Avenue South overlay district shall supersede other zoning regulations where in conflict.

B. *District boundaries:*

1. The overlay district shall consist of all parcels of land having frontage along Rivers Avenue as shown on the attached map.

2. Any subsequent plat which combines a parcel within the overlay with a parcel currently outside the overlay and has frontage along Rivers Avenue shall increase the boundary of the overlay by including the area that was outside the overlay prior to the plat.

3. Any subsequent plat which subdivides a parcel in the overlay and creates a parcel that no longer has frontage along the corridor's main roads shall not have the effect of removing the new parcel from the district boundaries.

C. *Uses:* As an overlay district, permitted uses shall be those of the underlying zoning district classification, as modified herein.

1. *Prohibited uses:* The following prohibited uses may not be located within the Rivers Avenue South overlay district, except at sites fronting Rivers Avenue lawfully occupied by these uses at the time of the passing of this ordinance:

a. Open storage and yard sales, except seasonal sales involving Christmas trees and retail sales;

b. Storage facilities as a primary use;~~,~~

c. ~~including but not limited, to F~~freight terminals, depots and drop yards~~,~~ and container storage and stacking; and~~,~~

~~e~~d. Highway-oriented uses, including gas stations and related convenience stores, ~~Used car and boat sales lots~~, auto repair and parts stores and establishments, tire retreading establishments, paint and body shops; car and truck rentals; establishments selling used and new cars, motorcycles, boats, trailers, recreational vehicles, manufactured homes, and farm and industrial equipment; and car washes.

2. *Conditional uses:*

a. Structured parking as a primary use provided that:

i. Ground floor uses: Parking structures must have at least seventy-five (75) percent of the ground floor frontage along any street or designated pedestrian way consisting of active business uses other than parking, such as offices, retailing, services and entertainment.

ii. There are no blank facades in excess of fifteen (15) feet in length.

1. Windows and doors shall serve as break points for a façade.

2. Unbroken facades in excess of fifteen (15) feet shall be adorned with vegetative growth (vertical gardens or green walls must remain green throughout the year).

3. Structured parking facilities are required to have flat levels which would allow for the structure to be repurposed if the parking use were no longer desired.

b. Surface parking may be used as a primary use on properties that are contiguous or within three hundred (300) feet of a transit stop.

~~c. Gas stations and related convenience stores including a one-bay car wash, provided that:~~

~~i. Conditions required in the underlying zoning are met;~~

~~ii. The building is located between the pumps and the corridor's main road(s);~~

~~iii. Neither overnight nor truck parking is allowed; and~~

~~iv. Vehicle repair is not allowed.~~

~~d. Used auto parts sales, including used tire sales provided that:~~

~~i. Outdoor storage of tires or parts shall not be visible from the right of way between 7:00 p.m. and 7:00 a.m.~~

D. *Signage:* In addition to the city's existing sign code, the following special regulations shall apply to new signs:

i. Freestanding signs: Must be "monument" or "pedestal" in design, not to exceed fifty (50) square feet per sign face and ten (10) feet in height ~~from the ground to the bottom of the sign face~~. One (1) sign per major road frontage.

(a) Shopping center freestanding signs: A shopping center may erect one (1) "monument" or "pedestal" freestanding sign per street frontage, provided the street has a right-of-way width of greater than eighty (80) feet, subject to a limit of two (2) signs per center. One (1) square foot of freestanding signage will be permitted per each linear foot of shopping center building frontage, up to a maximum of one hundred fifty (150) square feet per sign.

(b) Illumination of freestanding signs: Internally illuminated, flashing, and/or moving signs shall not be permitted within the overlay district. External illumination shall be full cut-off and fully shielded fixtures.

ii. Wall signs and window signs (commercial): One (1) square foot of wall and window signage combined will be permitted per each linear foot of building frontage, along the entirety of the building's orientation, up to and not exceeding fifteen (15) per cent of the area of the building façade on which the sign is to be displayed. Window signage shall not exceed twenty-five (25) per cent of the window area.

iii. Materials of signs: Exterior signs shall be fabricated of solid materials such as brick, wood, or concrete or metal.

iv. Prohibited signs: Off-premises signs, portable signs, and temporary signs shall be prohibited within the corridor. Nothing in this section shall be construed to prevent the on-premises display of a for-sale sign not to exceed eight (8) square feet in residential areas and thirty-two (32) square feet in commercial areas.

E. The following standards shall apply to new construction or expansion of existing buildings by twenty (20) per cent or more:

~~*Site and design requirements:*~~

~~1. *Applicability:* New construction or expansion of existing buildings by twenty (20) per cent or more shall be required to meet the minimum overlay requirements.~~

~~2~~1. *Required buffers:*

i. Front buffers: As the overlay intends to create a pedestrian-oriented environment, a ten-foot activity zone will be required in lieu of a front landscaped buffer. See section 5-18. ~~F.1~~ E.4.ii.b for activity zone standards. Improvements not meeting the threshold specified in 5-18 E. shall provide a Type A buffer in accordance with Section 6-12 or the applicable overlay district.

ii. Side and rear buffers:

(a) Developments in the overlay district that abut single-family residential uses shall maintain a Type B buffer along the boundary with the single-family residential use, however an opaque eight-foot wall or fence may be substituted for the Type B buffer.

(b) Fences and walls which face adjacent commercial properties or can be seen from the right-of-way: Façades in excess of fifteen (15) feet in length shall be adorned with either vegetative growth (vertical gardens or green walls must remain green throughout the year), decorative elements, or artistic murals, so long as the mural is not a sign or advertisement.

~~3~~2. *Required screening:*

i. Loading zones: Loading areas shall not be oriented to the front elevation and/or adjacent right-of-way. Additionally, no loading docks or zones shall be oriented towards single-family residentially developed properties, or planned future public or private rights-of-way. Loading areas oriented toward adjoining developed properties, or toward adjoining properties eligible for future development shall be entirely screened from view by the use of solid fencing or appropriate landscaping.

ii. Parking: Off-street parking areas shall not be located between the structure and Rivers Avenue.

iii. Mechanical equipment: Mechanical equipment, whether ground level, raised, or rooftop shall be shielded and screened from public view.

iv. New drive-thrus shall be out of the viewshed from the public right-of-way; and vehicle queuing and circulation shall not impact the pedestrian realm.

43. *Building materials:*

i. Prohibited materials:

a. Unadorned masonry units—Unadorned masonry units are not permitted to be visible from existing and planned future public or private rights-of-way.

b. Corrugated and/or sheet metals—Corrugated and/or sheet metals are not allowed for any façade oriented towards a street frontage and in no manner shall such materials be visible from existing and planned future public or private rights-of-way; this shall not prohibit the use of architectural metal cladding to be included into the overall building composition.

c. Chain link fencing—Chain link fencing is only allowed on property occupied by single-family residential development.

d. Paint and/or similar finish shall not be considered adornment.

e. Mesh or tarp—Mesh or tarp is prohibited as a material to use for screening.

~~F. *Supplemental development standards:* In an effort to promote safe and walkable connectivity and density along the Rivers Avenue South corridor, the following supplemental development standards shall apply to all proposed uses or alterations of existing uses and lands within the established Rivers Avenue South overlay district as defined by section 5-18.B.~~

~~1~~4. Building massing and orientation:

i. *Primary entry.* The primary entry must be from Rivers Avenue with display windows on all street facades for retail buildings. Second floor and above, with a separate entrance from the first floor, shall have primary entrance from Rivers Avenue, when feasible. Buildings, businesses, and residences facing side streets should have entrances from the side. Secondary entrances from the rear of a store are permitted; however, this area may not be designed to the same scale as the primary entry.

ii. *Front setbacks.* New development or improvements to existing development that meet the thresholds stated in section 5-18.E~~.1~~, and with direct frontage on Rivers Avenue, shall be built ten (10) feet from the Rivers Avenue right-of-way to provide an activity zone, which is a space between the building and the right-of-way used for gathering and/or pedestrian circulation.

a. Buildings may increase the standard ten-foot build-to-line up to one-fifth (⅕) of the proposed building height, up to forty (40) feet (for example: a proposal for a one hundred (100) foot tall building could have a setback ranging from ten (10) to twenty (20) feet) provided the front area between the right-of-way and building is used as an activity zone for pedestrian activity.

b. An activity zone shall be considered an open space for pedestrian activities which, shall include landscaping, public art, tables, seating, bike racks, or other pedestrian and active amenities.

i. Allowable activities in the activity zone are limited to the following:

aa. Open air streetside dining,

bb. Outdoor merchandise display that is consistent with the business it is located in front of

cc. Pushcarts.

ii. A hardscape and softscape plan of activities within the activity zone shall be submitted with the development plan and based on the proposed uses along the street frontage and/or the cohesive expansion of the activity zone based on the previous redevelopment of adjacent properties in the overlay district.

iii. Activities within the activity zone shall be permitted to use up to eight (8) feet; leaving a two-foot open area between the right-of-way and the activity.

~~2~~5. All new development or improvements to existing development that meet the thresholds stated in section 5-18.E~~.1~~, and with direct frontage on Rivers Avenue, shall result in, at minimum, a two-story structure; only above grade stories and functional stories count towards this minimum; ornamental stories and below grade stories are allowed, but they cannot be used to meet this requirement.

~~3~~6. In developments with multiple uses, the more active uses, based on parking requirements, should be oriented toward the pedestrian realm, and clearly defined and visible walkways or courtyards shall link the building entrances to and through the activity zone and into the pedestrian realm of the right-of-way.

~~4~~7. Developments with nine (9) or more residential units shall be required to include street level retail/commercial uses occupying at least fifty (50) per cent of the ~~gross first floor area~~street frontage. Uses open to the public with entrances along Rivers Avenue, including but not limited to leasing offices, live/work units, and fitness centers, may count towards the street-level commercial uses.

~~5~~8. No blank wall shall be permitted to face the public street, sidewalks, or other public spaces, such as plazas; canopies; decks; railings and other architectural features are to be used; signs are excluded from this feature.

~~6~~9. Lot requirements: The minimum lot area per dwelling unit shall be one thousand two hundred (1,200) square feet and may be waived if twenty (20) per cent of the dwelling units for the proposed development are dedicated for affordable housing at or below eighty (80) per cent of the area median income (AMI) for a period of twenty (20) years.

~~7~~10. Parking standards:

a. General: No permit for the construction, reconstruction, extension, repair, or alteration of any building, structure, or use of land and no building or land or any part of any building or land, may

be occupied or used until compliant parking has been provided in accordance with the requirements of the City of North Charleston's Code of Ordinances.

b. Where multiple primary uses are proposed for a development, as determined by the zoning administrator, the automobile parking requirements may be reduced by as much as ten (10) per cent.

c. Parking agreements and shared parking: Off-street parking requirements may be met on-site or the requirements may be met using a shared parking agreement or through a leasing contract with a structured parking facility.

1. *Shared parking:*

i. A shared parking agreement must be approved by the zoning administrator upon finding that execution of the agreement will achieve efficiency of land use, coordination between the users will not result in conflict or shortage of parking for either party, and safe pedestrian circulation has been addressed through proper access walkways.

ii. The parcel that has the shared parking spaces must be located within five hundred (500) feet of the parcel on the same side of the street where the user, contracting for the parking is located.

iii. An agreement providing for the shared use of parking areas, executed by the parties involved, must be filed with the zoning administrator, in a form approved by the city attorney. Shared parking privileges will continue in effect only as long as the agreement, binding on all parties, remains in force. Agreements must guarantee long-term availability of the parking, commensurate with the use served by the parking. Evidence of an agreement is required that includes acknowledgement of termination of use should parking rights lapse.

iv. The minimum term for a shared parking agreement shall be ten (10) years. The parking agreement shall require that both parties to the parking agreement shall notify the city at least thirty (30) days prior to termination.

2. *Parking agreements:* Off-street parking requirements may also be satisfied with a parking lease with a structured parking facility provided that:

i. The parking facility must be on a parcel with a boundary within five hundred (500) feet of the parcel where the user with a parking need is located.

ii. Leased spaces in the parking facility must be clearly marked so that the general public would know not to park in the spaces if they were vacant.

iii. Leased spaces may not be shared by any other user at any time or contracted to any other entity for times when the lessee will not use the spaces.

iv. Parking space lease agreements must be for a minimum term often ten (10) years.

d. Curb cuts: Curb cuts provide necessary access from the street right-of-way, across the pedestrian realm, into the interior of lot where vehicles can be parked. In congested areas where curb cuts have not been regulated, the street environment is often dangerous and unwelcoming to pedestrians and other non-motorized forms of transportation. The purpose of this section is to maintain the critical vehicular access to properties along the Rivers Avenue South overlay district while also limiting those vehicular turning and crossing movements within the activity zone and the pedestrian realm so as to create a safer and more accessible street environment for all users regardless of ability, age, mode of transportation, or otherwise.

1. Creation of rear alleys for vehicular access should be encouraged where possible.
2. Parcels having less than one hundred (100) feet of street frontage must share a curb cut access with an adjacent parcel. Interconnectivity of the parking areas through cross access easements between the parcels is encouraged.
3. Parcels with greater than five hundred (500) feet of street frontage on Rivers Avenue may have two (2) curb cuts into the property, separated by a minimum of 100 feet between the curb cuts.
4. Curb cuts shall have a maximum width of thirty (30) feet and have clearly defined markings where they intersect the pedestrian realm.
5. Curb cuts of less than five (5) feet in width shall be permitted as passive solutions for stormwater runoff collection.
6. Curb cuts must be set at least seventy-five (75) feet from the edge of pavement of any street intersections. These minimum spacing requirements shall be increased if a right-turn deceleration lane is required and shall equal the length of the turn lane and taper plus an additional distance of fifty (50) feet.

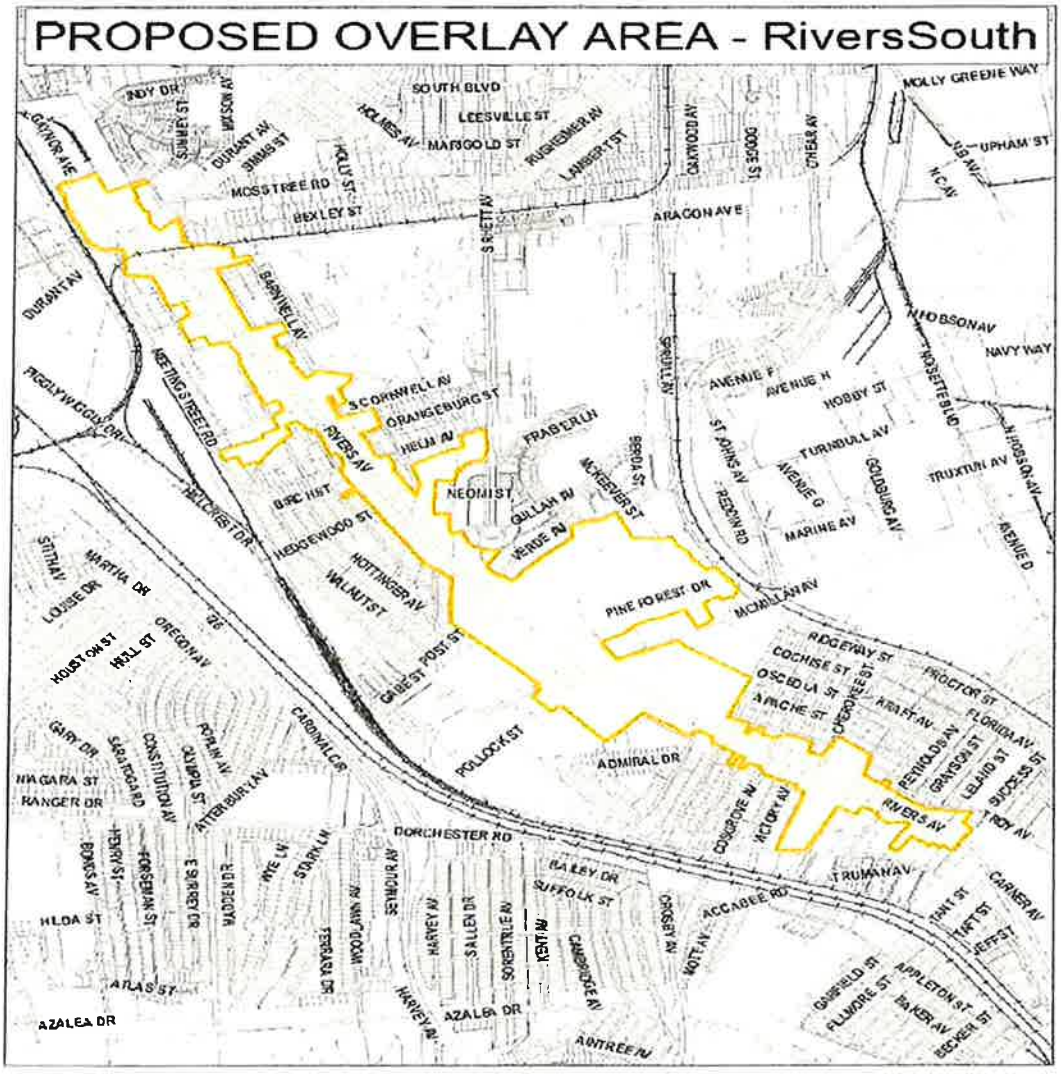
~~8~~11. Utilities: All utilities, including, but not limited to electric utilities, telecommunications, fiber, or cable providers, shall be placed underground. All junction and access boxes shall be screened with sufficient evergreen vegetation so as to obscure them from view. All small wireless facilities shall utilize concealment elements, and disguised as a hardscaped or softscaped amenity, such as benches; flower boxes, or decorative poles when located in the activity zone or in the Rivers Avenue right-of-way. All utility pad features and meters shall be shown on the site plan and are subject to building setbacks.

~~9~~12. Sidewalks: The Rivers Avenue South overlay district shall require sidewalks along both sides of all rights-of-way.

a. Sidewalks shall be a minimum of twelve (12) feet in width along Rivers Avenue.
b. Clear markings on the sidewalk shall indicate all curb cuts; these markings shall provide both visual and physical cues to the pedestrians.
c. Walkways a minimum of five (5) feet wide shall connect building entrances to the sidewalks in the public right-of-way.
d. The private use of public sidewalks is prohibited.
e. These requirements shall supersede section 18-52 of the subdivision regulations.

~~G~~F. *Variance and appeals:* Variances and appeals shall be handled through the board of zoning appeals as provided within chapter 7 of the zoning ordinance of the City of North Charleston. Where the requirements of this overlay district conflict with the requirements, conditions, or permits of other regulatory agencies, the zoning administrator may (but shall not be required to) administratively permit a reasonable modification without the necessity of a variance being obtained.

~~H~~G. *Severability:* If any subsection or clause of this ordinance shall be deemed to be unconstitutional or otherwise invalid, the validity of the remaining sections, subsections, and clauses shall not be affected thereby.



(Ord. No. 2021-035, Exh. A, 4-22-2021; Ord. No. 2022-061, Exh. A, 11-22-2022)

Section 5-19. Upper 52-78 overlay district:

A. *Purpose:* The Upper 52-78 overlay district is intended provide a framework for cohesive development design, safe multi-modal access, and walkable environment.

B. *District boundaries:*

1. The overlay district shall consist of all parcels of land having frontage along Rivers Avenue or University Boulevard as shown on the attached map.

2. Any subsequent plat which combines a parcel within the overlay with a parcel currently outside the overlay and has frontage along Rivers Avenue or University Boulevard shall increase the boundary of the overlay by including the area that was outside the overlay prior to the plat.

3. Any subsequent plat which subdivides a parcel in the overlay and creates a parcel that no longer has frontage along the corridor's main roads shall not have the effect of removing the new parcel from the district boundaries.

4. The Upper 52-78 overlay district overlaps both the University Boulevard overlay district and the Ladson Road overlay district; both districts shall be valid, however the Upper 52-78 district shall supersede other zoning regulations, including other overlay districts where in conflict.

C. *Uses:* As an overlay district, permitted uses shall be those of the underlying zoning district classification, as modified herein.

1. *Prohibited uses:* The following prohibited uses may not be located within the Upper 52-78 overlay district, except at sites located within the overlay district that were lawfully occupied by these uses at the time of the passing of this ordinance:

a. Open storage and yard sales, except seasonal sales involving Christmas trees and retail sales;

b. Storage facilities as a primary use;

c. ~~including but not limited, to F~~freight terminals, depots and drop yards; and container storage and stacking; and,

~~e~~d. Used car and boat sales lots.

2. *Conditional uses:*

a. Structured parking as a primary use provided that:

i. Ground floor uses: Parking structures must have at least seventy-five (75) per cent of the ground floor frontage along any street or designated pedestrian way consisting of active business uses other than parking, such as offices, retailing, services and entertainment.

ii. There are no blank facades in excess of fifteen (15) feet in length.

1. Windows and doors shall serve as break points for a façade.

2. Unbroken facades in excess of fifteen (15) feet shall be adorned with vegetative growth (vertical gardens or green walls must remain green throughout the year).

3. Structured parking facilities are required to have flat levels which would allow for the structure to be repurposed if the parking use were no longer desired.

b. Surface parking may be used as a primary use on properties that are contiguous or within three hundred (300) feet of a transit stop.

c. Gas stations and related convenience stores including a one-bay car wash, provided that:

i. The property is not within the University Boulevard overlay district;

ii. Conditions required in the underlying zoning are met;

iii. The building is located between the pumps and the corridor's main road(s);

iv. Neither overnight nor truck parking is allowed; and

v. Vehicle repair is not allowed.

d. Used auto parts sales, including used tire sales provided that;

i. Outdoor storage of tires or parts shall not be visible from the right-of-way between 7:00 p.m. and 7:00 a.m.

D. *Signage:* In addition to the city's existing sign code, the following special regulations shall apply to new signs:

i. Freestanding signs: Must be "monument" or "pedestal" in design, not to exceed fifty (50) square feet per sign face and ten (10) feet in height from the ground to the bottom of the sign face. One (1) sign per major road frontage.

(a) Shopping center freestanding signs: A shopping center may erect one (1) "monument" or "pedestal" freestanding sign per street frontage, provided the street has a right-of-way width of greater than eighty (80) feet, subject to a limit of two (2) signs per center. One (1) square foot of freestanding signage will be permitted per each linear foot of shopping center building frontage, up to a maximum of one hundred fifty (150) square feet per sign.

(b) Illumination of freestanding signs: Internally illuminated, flashing, and/or moving signs shall not be permitted within the overlay district. External illumination shall be full cut-off and fully shielded fixtures.

ii. Wall signs and window signs (commercial): One (1) square foot of wall and window signage combined will be permitted per each linear foot of building frontage, along the entirety of the building's orientation, up to and not exceeding fifteen (15) per cent of the area of the building façade on which the sign is to be displayed. Window signage shall not exceed twenty-five (25) per cent of the window area.

iii. Materials of signs: Exterior signs shall be fabricated of solid materials such as brick, wood, or concrete or metal.

iv. Prohibited signs: Off-premises signs, portable signs, and temporary signs shall be prohibited within the corridor. Nothing in this section shall be construed to prevent the on-premises display of a for-sale sign not to exceed eight (8) square feet in residential areas and thirty-two (32) square feet in commercial areas.

E. ~~*Site and design requirements:*~~ The following standards shall apply to new construction or expansion of existing buildings by twenty (20) per cent or more:

~~1. *Applicability:* New construction or expansion of buildings by twenty (20) per cent or more shall be required to meet the minimum overlay requirements.~~

~~2~~1. *Required buffers:*

i. Front buffers: As the overlay intends to create a pedestrian-oriented environment, a front buffer will not be required. Improvements not meeting the threshold specified in 5-19 E.~~1~~ shall provide a Type A buffer in accordance with Section 6-12 or the applicable overlay district.

ii. Side and rear buffers:

(a) Developments in the overlay district that abut single-family residential uses shall maintain a Type B buffer along the boundary with the single-family residential use, however an opaque eight-foot wall or fence may be substituted for the Type B buffer.

(b) Fences and walls which face adjacent commercial properties or can be seen from the right-of-way. Facades in excess of fifteen (15) feet in length shall be adorned with either vegetative growth (vertical gardens or green walls must remain green throughout the year), decorative elements, or artistic murals, so long as the mural is not a sign or advertisement.

~~3~~2. *Required screening:*

i. Loading zones: Loading areas shall be oriented so that they are not oriented towards single-family residentially developed properties, or existing and planned future public or private rights-of-way. Loading areas oriented toward adjoining developed properties, or toward adjoining properties eligible for future development shall be entirely screened from view by the use of opaque fencing or appropriate landscaping.

ii. Parking: Off-street parking areas shall not be located between the structure and Rivers Avenue or University Boulevard.

iii. Mechanical equipment: Mechanical equipment, whether ground level, raised, or rooftop shall be shielded and screened from public view.

iv. New Drive-thrus shall be out of the viewshed from the public right-of-way; and vehicle queuing and circulation shall not impact the pedestrian realm.

43. *Building materials:*

i. Prohibited materials:

a. Unadorned masonry units—Unadorned masonry units are not permitted to be visible from existing and planned future public or private rights of way.

b. Corrugated and/or sheet metals—Corrugated and/or sheet metals, are not allowed for any facade oriented towards a street frontage and in no manner shall such materials be visible from existing and planned future public or private rights-of-way; this shall not prohibit the use of architectural metal cladding to be included into the overall building composition.

c. Chain link fencing—Chain link fencing is only allowed on property occupied by single-family residential development.

d. Mesh or tarp—Mesh or tarp is prohibited as a material to use for screening.

e. Paint and/or similar finish shall not be considered adornment.

~~F. *Supplemental development standards:* In an effort to promote safe and walkable connectivity and facilitate mobility along the Upper 52-78 corridor, the following supplemental development standards shall apply to all proposed uses or alterations of existing uses and lands within the established Upper 52-78 overlay district as defined by section 5-19.B.~~

~~1~~4. Building massing and orientation:

i. *Primary entry.* The primary entry must be from Rivers Avenue or University Boulevard or a plaza that fronts on the corridor with display windows on all street facades for retail buildings. Second floor and above, with a separate access point from the main first floor entrance, shall have primary entrance from Rivers Avenue or University Boulevard, when feasible. Buildings, businesses, and residences facing side streets should have entrances onto the facing side street. Secondary entrances from the rear of a store are permitted; however, this area may not be designed to the same scale as the primary entry.

ii. *Front setbacks.* New development or improvements to existing development that meet the thresholds stated in section 5-19.~~D.1~~E shall be built five (5) feet from the Rivers Avenue or University Boulevard right-of-way to provide an additional space between the building and the right-of-way to provide for future sidewalk width expansion as the built environment transitions. Where there is an existing twelve-foot sidewalk, the front setback may be waived.

a. Buildings may increase the standard five-foot build-to-line up to one-fifth (⅕) of the proposed building height, up to forty (40) feet (for example: a proposal for a 100-foot tall building could have a setback ranging from five (5) to twenty (20) feet) provided the front

area between the right-of-way and building is used as an activity zone for pedestrian activity.

i. An activity zone shall be considered an open space for pedestrian activities which shall include landscaping, public art, tables, seating, bike racks, or other pedestrian and active amenities.

ii. Allowable activities in the activity zone are limited to the following:

aa. Open air streetside dining,

bb. Outdoor merchandise display that is consistent with the business it is located in front of, and

cc. Pushcarts.

iii. A hardscape and softscape plan of activities within the activity zone shall be submitted with the development plan and based on the proposed uses along the street frontage and/or the cohesive expansion of the activity zone based on the previous redevelopment of adjacent properties in the overlay district.

iv. Activities within the activity zone shall not encroach two (2) feet from the right-of-way.

~~2~~5. Backage road: A backage road along the corridor will greatly reduce the number of curb cuts on Rivers Avenue and University Boulevard, which will have the effects of enhancing bicycle and pedestrian safety by reducing the number of points of conflict with motorized vehicles, limiting turn movements in and out of the travel lanes on the corridor, improving traffic flow on the corridor, and improving the visual landscape along the corridor.

i. All new development or improvements to existing development that meet the thresholds stated in section 5-19.~~D.1~~E shall provide:

a. A thirty-foot easement in the location identified on the map entitled "Upper 52-78 Corridor Overlay District Infrastructure, Access Management, and Connectivity Map" if the map shows a proposed backage road that intersects the proposed development parcel.

b. Payment into a backage road development fund (at a per linear foot rate determined by the city's public works department) or build a portion of the backage road to enable the development of a twenty-two-foot wide road and eight-foot sidewalk to provide rear access to the properties along the Rivers Avenue North corridor.

ii. The initial easement location for any section of the connectivity plan may be determined during site plan review by the first to redevelop along the corridor in coordination with the city's public works and planning and zoning departments, and future adjacent developments will be required to align the easement across their property with the existing easement on the adjacent property.

iii. Developments that are fronted on the newly created backage roads or other rights of way located within the Upper 52-78 overlay district shall observe the setback regulations of section 5-19(E)(~~1~~4)(ii).

~~3~~6. In developments with multiple uses, the more active uses, based on parking requirements, should be oriented toward the pedestrian realm, and clearly defined and visible walkways or courtyards shall link the building entrances to and through the activity zone and into the pedestrian realm of the right-of-way.

~~4~~7. Developments with nine (9) or more residential units and direct frontage on University Boulevard or Rivers Avenue shall be required to include street level retail/commercial uses occupying at least fifty

(50) per cent of the gross first floor ~~area~~ street frontage. Uses open to the public with entrances along the primary street, including but not limited to leasing offices, live/work units, and fitness centers, may count towards the street-level commercial uses.

~~5~~8. No blank wall shall be permitted to face the public street, sidewalks, or other public spaces, such as plazas. Canopies, decks, railings, windows, green walls defined by vegetative growth, approved public art murals, and/or other architectural features are to be used. No signs of any form shall satisfy this requirement.

~~6~~9. Lot requirements: The minimum lot area per dwelling unit shall be one thousand two hundred (1,200) square feet and may be waived if twenty (20) per cent of the dwelling units for the proposed development are dedicated for affordable housing at or below eighty (80) per cent of the area median income (AMI) for a period of twenty (20) years.

~~7~~10. Parking standards:

a. General: No permit for the construction, reconstruction, extension, repair, or alteration of any building, structure, or use of land and no building or land or any part of any building or land, may be occupied or used until compliant parking has been provided in accordance with the requirements of the City of North Charleston's Code of Ordinances.

b. Where multiple primary uses are proposed for a development, as determined by the zoning administrator, the automobile parking requirements may be reduced by as much as ten (10) per cent.

c. Parking agreements and shared parking: Off-street parking requirements may be met on-site or the requirements may be met using a shared parking agreement or through a leasing contract with a structured parking facility.

1. *Shared parking:*

i. A shared parking agreement must be approved by the zoning administrator upon finding that execution of the agreement will achieve efficiency of land use, coordination between the users will not result in conflict or shortage of parking for either party, and safe pedestrian circulation has been addressed through proper access walkways.

ii. The parcel that has the shared parking spaces must be located within five hundred (500) feet of the parcel on the same side of the street where the user contracting for the parking is located.

iii. An agreement providing for the shared use of parking areas, executed by the parties involved, must be filed with the zoning administrator, in a form approved by the city attorney. Shared parking privileges will continue in effect only as long as the agreement, binding on all parties, remains in force. Agreements must guarantee long-term availability of the parking, commensurate with the use served by the parking. Evidence of an agreement is required that includes acknowledgement of termination of use should parking rights lapse.

iv. The minimum term for a shared parking agreement shall be ten (10) years. The parking agreement shall require that both parties to the parking agreement shall notify the city at least thirty (30) days prior to termination.

2. *Parking agreements:* Off-street parking requirements may also be satisfied with a parking lease with a structured parking facility provided that:

i. The parking facility must be on a parcel on the same side of the street and with a boundary within five hundred (500) feet of the parcel where the user with a parking need is located.

ii. Leased spaces in the parking facility must be clearly marked so that the general public would know not to park in the spaces if they were vacant.

iii. Leased spaces may not be shared by any other user at any time or contracted to any other entity for times when the lessee will not use the spaces.

iv. Parking space lease agreements must be for a minimum term of ten (10) years.

~~8~~11. Curb cuts: Curb cuts provide necessary access from the street right-of-way, across the pedestrian realm, into the interior of the lot where vehicles can be parked. In congested areas where curb cuts have not been regulated, the street environment is often dangerous and unwelcoming to pedestrians and other non-motorized forms of transportation. The purpose of this section is to maintain the critical vehicular access to properties along the Upper 52-78 overlay district while also limiting those vehicular turning and crossing movements within the activity zone and the pedestrian realm so as to create a safer and more accessible street environment for all users regardless of ability, age, mode of transportation, or otherwise.

a. Creation of rear alleys for vehicular access through the backage road development fund will lead to the long-term reduction of most curb cuts in the district.

b. Parcels having less than one hundred (100) feet of street frontage must share a curb cut access with an adjacent parcel. Interconnectivity of the parking areas through cross access easements between the parcels is encouraged. In all instances; connectivity shall supersede buffer requirements and any other circumstances that may conflict with connectivity.

c. Only parcels that have frontage on more than one (1) right-of-way may have two (2) curb cuts into the property.

d. Curb cuts shall have a maximum width of thirty-six (36) feet, however a curb cut of greater than twenty (20) feet will have to be justified by a traffic impact analysis report, and all curb cuts shall have clearly defined markings where they intersect the pedestrian realm.

e. Curb cuts of less than five (5) feet in width shall be permitted as passive solutions for stormwater runoff collection.

f. Curb cuts must be set at least seventy-five (75) feet from the edge of pavement of any street intersections. These minimum spacing requirements shall be increased if a right-turn deceleration lane is required and shall equal the length of the turn lane and taper plus an additional distance of fifty (50) feet.

g. Applicability: New construction and expansion of buildings by twenty (20) per cent or more shall be required to meet the minimum overlay requirements.

~~9~~12. Utilities: All utilities, including, but not limited to electric utilities, telecommunications, fiber, or cable providers, shall be placed underground. All junction and access boxes shall be screened with sufficient evergreen vegetation so as to obscure them from view. All small wireless facilities shall utilize concealment elements, and disguised as a hardscaped or softscaped amenity, such as benches; flower boxes, or decorative poles when located in the activity zone or in the Rivers Avenue or University Boulevard right-of-way. All utility pad features and meters shall be shown on the site plan and are subject to building setbacks.

~~10~~13. Sidewalks: The Upper 52-78 overlay district shall require sidewalks along both sides of all rights of way; individual developments shall only be responsible for installing (or upgrading to the standards of this section) sidewalks adjacent to their parcel(s).

a. Sidewalks shall be a minimum of twelve (12) feet in width along Rivers Avenue and University Boulevard.

b. Sidewalks along the intersecting streets to the corridor or newly developed rights of way within the Upper 52-78 overlay district shall be a minimum of eight (8) feet wide.

c. Clear markings on the sidewalk shall indicate all curb cuts; these markings shall provide both visual and physical cues to the pedestrians.

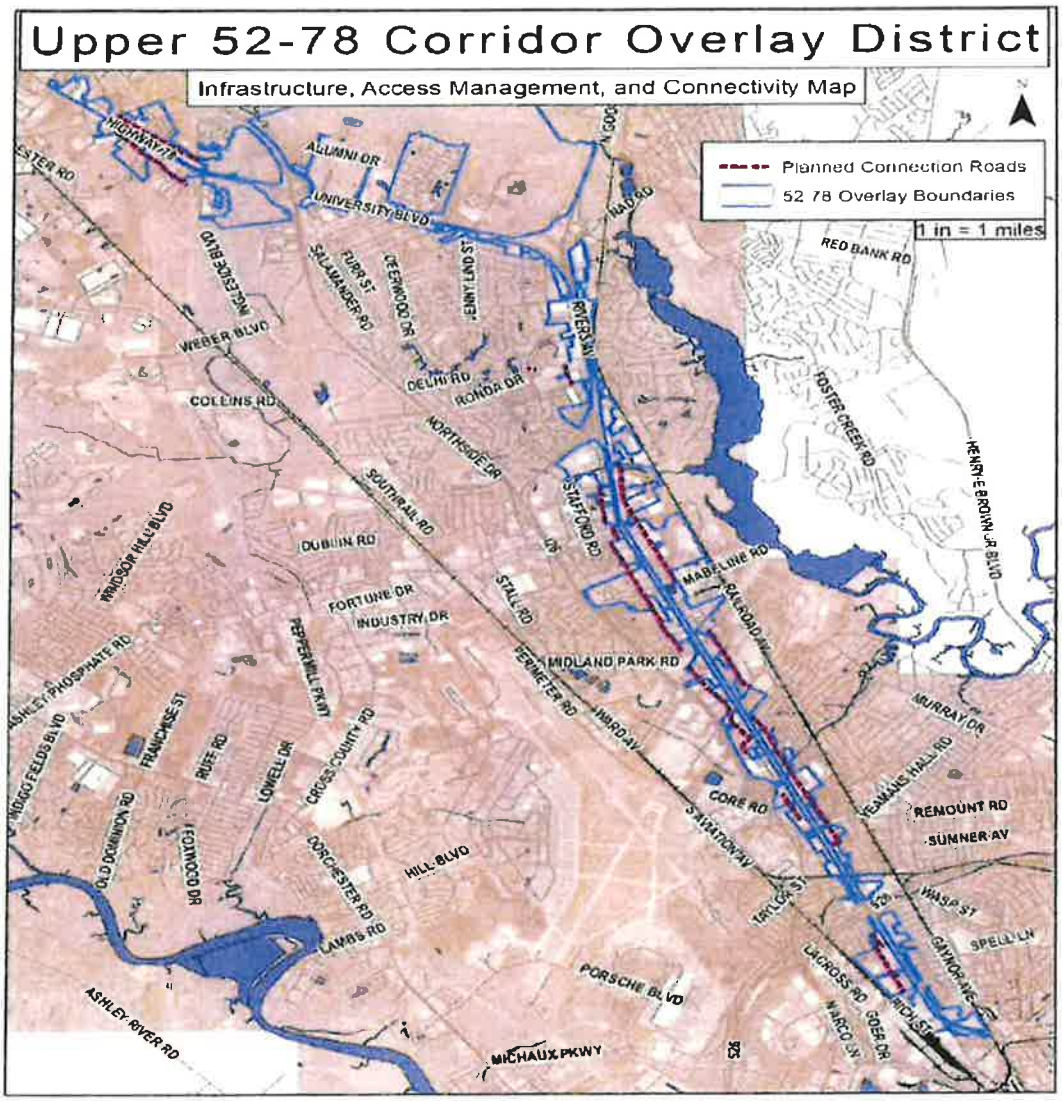
d. Walkways a minimum of five (5) feet wide shall connect building entrances to the sidewalks in the public right-of-way.

e. The private use of public sidewalks is prohibited.

f. These requirements shall supersede section 18-52 of the subdivision regulations.

~~G~~F. *Variance and appeals:* Variances and appeals shall be handled through the board of zoning appeals as provided within article VII of the zoning ordinance of the City of North Charleston. Where the requirements of this overlay district conflict with the requirements, conditions, or permits of other regulatory agencies, the zoning administrator may (but shall not be required to) administratively permit a reasonable modification without the necessity of a variance being obtained.

~~H~~G. *Severability:* If any subsection or clause of this ordinance shall be deemed to be unconstitutional or otherwise invalid, the validity of the remaining sections, subsections, and clauses shall not be affected thereby.



(Ord. No. 2021-052, Exh. A, 7-15-2021; Ord. No. 2022-061, Exh. A, 11-22-2022)

ORDINANCE #2023-058

AN ORDINANCE
AMENDING SECTION 4-7 OF THE CITY OF NORTH CHARLESTON CODE OF ORDINANCES, APPENDIX A, ZONING REGULATIONS, TO ALLOW FOR ELECTRIC VEHICLE CHARGING INFRASTRUCTURE WITHIN REQUIRED SETBACKS

Whereas, the need for electric vehicle charging stations is growing locally, nationally, and worldwide; and

Whereas, such infrastructure is often proposed in existing parking lots in areas which may conflict with the required building setbacks; and

Whereas, pursuant to a duly advertised public meeting held on October 9, 2023, it has been recommended to the Mayor and Council by the Planning Commission that the zoning text should be amended to allow for electric vehicle changing infrastructure within required setbacks.

Now, therefore, be it ordained and enacted by the Mayor and Council that certain provisions of the Zoning Regulations, as amended, be further amended as follows in **EXHIBIT A** attached hereto and incorporated herein.

THE WITHIN ORDINANCE SHALL BECOME EFFECTIVE IMMEDIATELY UPON ITS ADOPTION BY CITY COUNCIL.

Ordained by City Council this 21st day of November, in the Year of Our Lord, 2023, in the 247th year of Independence of the United States of America.

R. KEITH SUMMEY, MAYOR

APPROVED AS TO FORM:

LEGAL COUNSEL

ATTEST:

COURTNAY HEYWARD, MUNICIPAL CLERK

NORTH CHARLESTON CITY COUNCIL
AGENDA ITEM

Meeting of November 21, 2023

DATE: October 9, 2023

ITEM TITLE: An Ordinance Amending Section 4-7 of the City of North Charleston Code of Ordinances, Appendix A, Zoning Regulations, to Allow for Electric Vehicle Charging Infrastructure within Required Setbacks

SUBMITTED BY: Planning Department

CONTACT PERSON: Megan Clark, Planning Division Director, (843) 740-2617

SUMMARY EXPLANATION:
As electric vehicles become more common, the need for electric vehicle (EV) charging stations is growing. While it is not likely economically feasible to create stand-alone charging businesses, it is increasingly common to see chargers installed in existing parking lots of established businesses. Often the parking spaces which are best-suited to EV use are those which are located on the perimeter of the property, usually within the required building setback. In order to allow for EV changing infrastructure to be installed along property lines, a revision to Section 4-7 is proposed.

STAFF RECOMMENDATION:
Staff recommends approval.

BOARD, COMMISSION, COMMITTEE RECOMMENDATIONS:
The Planning Commission held a public hearing on October 9, 2023, and a motion to recommend **approval** passed (4-1-0).

COUNCIL COMMITTEE RECOMMENDATION:

COUNCIL ACTION:
Mayor Summey stated without objection, this item will be referred to the Public Safety Committee on Date for further review and a recommendation.

Exhibits
Resolution __ Ordinance _ X Contract ___Minutes __ Plan/Map ___ Transfer of Funds _ Other

APPENDIX A

Section 4-7. Structures and projections into required yards and setback areas:

Every building or structure,- hereafter erected or established shall be located within the buildable areas as defined by this section, and in no case shall such buildings extend beyond the buildable area into the respective front, side, rear yards or other setbacks required for the district in which the lot is located, except for the following:

...

(6) Electric vehicle charging infrastructure, including, but not limited to, mechanical equipment, cabinets, signage, electrical panels, and charger cables are exempt from building setback requirements.

(Ord. No. 1998-85, 9-24-98; Ord. No. 2000-034, 7-13-00; Ord. No. 2015-005, 1-22-2015; Ord. No. 2018-052, 8-23-2018; Ord. No. 2020-052, Exh. A, 10-22-2020; Ord. No. 2021-047, Exh. A, 6-24-2021; Ord. No. 2021-053, Exh. A, 7-15-2021)

EXHIBIT D

DOD Property

No Scale

N

BATTERY PARK
North Charleston, SC
Exhibit - D

Parcel	TMS Number	Approx. Acreage (Highland)
Federal	400-00-00-040	21.26
		Total: 21.26 ac

Note:

1. Federal Property is considered One Tax Parcel
2. Boundaries and Acreages taken from Charleston Co. GIS.
3. No boundary survey has been prepared. Exact acreages may differ from the table shown above once a survey has been prepared.

EXHIBIT E

DOD Property Option Agreement

[Attached.]

OPTION AGREEMENT

between

City of North Charleston,
a municipal corporation organized and existing under the laws of the State of South Carolina,

and

_____
a **_____**,

dated as of
_____, 20__

OPTION AGREEMENT

This OPTION AGREEMENT (this "**Agreement**") dated as of the ___ day of _____, 20___ (the "**Effective Date**") is entered into between the CITY OF NORTH CHARLESTON, a municipal corporation organized and existing under the laws of the State of South Carolina ("**Seller**"), and _____, a _____, ("**Purchaser**").

WHEREAS, Seller and Navy Yard Master JV, L.P., a Delaware limited partnership ("**Original Purchaser**"), entered into that certain Purchase and Sale Agreement dated as of _____, 2023 (as may be amended, modified and/or assigned from time to time, the "**Purchase Agreement**"). The Purchase Agreement is incorporated herein and made a part of this Agreement, and capitalized terms that are used but not defined herein shall have the meanings given to them in the Purchase Agreement.

WHEREAS, on or about the date first above written, Original Purchaser assigned all its right, title and interest in and to the Purchase Agreement to Purchaser.

WHEREAS, pursuant to the Purchase Agreement, Seller has conveyed to Purchaser and Purchaser has acquired or will acquire from Seller certain lots, pieces, or parcels of land more particularly described in the Purchase Agreement (the "**Battery Park Property**").

WHEREAS, pursuant to Section 2842 of the National Defense Authorization Act for Fiscal Year 2023, 136 Stat. 2395 (the "**NDAA**"), certain portions of the lots, pieces, or parcels of land currently owned by the United States of America (the "**US Government**") adjoining the Battery Park Property, together with all improvements thereon, located in the City of North Charleston, County of Charleston, State of South Carolina, being a portion of the land designated as Charleston County TMS No. 400-00-00-040 and more particularly depicted on Exhibit A attached hereto and hereby made a part hereof (the "**Option Parcel**"), shall be conveyed to Seller at such time as adequate replacement facilities are identified and provided to the US Government, all as more fully provided in the NDAA.

WHEREAS, in accordance with Section 3.02(b) of the Purchase Agreement, Seller has agreed to grant to Purchaser an irrevocable and exclusive option to purchase the Option Parcel, subject to the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the Option Payment (as hereinafter defined) and the other mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Grant of Option.** So long as Purchaser is in compliance with all terms and conditions of Purchase Agreement and subject to Purchaser's timely payment of the Option Payment, Seller hereby grants to Purchaser an exclusive and irrevocable option to purchase the Option Parcel in accordance with the terms and conditions set out in this Agreement (the "**Option**"). In the event Purchaser exercises the Option, Purchaser will obtain, at Purchaser's expense, a new survey of the Option Parcel (the "**Survey**") and a new conceptual site plan for the intended development of public infrastructure and improvements on the Option Parcel (the "**Site**

Plan"). The Survey and the Site Plan shall be utilized for defining the boundaries and Usable Acreage of the Option Parcel. As used herein, the term "**Usable Acreage**" shall mean the net acreage of the Option Parcel excluding jurisdictional wetlands, roads and rights of way, areas used for public infrastructure and improvements, and other areas upon which private improvements cannot be constructed.

2. **Option Term.** The term of the Option (the "**Option Term**") shall commence on the date that Seller acquires quit claim title to the Option Parcel from the US Government (the "**Acquisition Date**") and automatically expire on the date that is three (3) years after the Acquisition Date (the "**Option Termination Date**"), unless duly extended, exercised, or sooner terminated as provided in this Agreement.

3. **Purchase Price and Option Payment.** The purchase price to be paid by Purchaser to Seller for the Option Parcel is $400,000.00 per acre of Usable Acreage, adjusted on each one (1) year anniversary of the Acquisition Date by an annual escalator of three percent (3%) (the "**Purchase Price**"). The amount of Usable Acreage shall be based upon the Survey and the Site Plan. The Purchase Price shall be paid by Purchaser as follows:

(a) The Option is granted in consideration of Purchaser's payment to Seller pursuant to the provisions of this Section 3. Concurrently with the execution and delivery of this Agreement by Purchaser, the sum of $100.00 (the "**Option Payment**") shall be paid by Purchaser to Seller by wire transfer of immediately available federal funds to an account at such bank as designated by Purchaser. The Option Payment shall be non-refundable to Purchaser, but applicable to the Purchase Price paid to Seller at Closing. Seller and Purchaser acknowledge and agree that the Option Payment constitutes consideration to Seller for Seller's agreement to: (i) enter into this Agreement; (ii) not sell or market the Option Parcel to another purchaser or potential purchaser while this Agreement is in effect; and (iii) convey the Option Parcel to Purchaser for the Purchase Price in accordance with the terms and conditions of this Agreement, provided that Purchaser has exercised the Option in the manner provided in Section 6 below.

(b) The balance of the Purchase Price shall be paid to Escrow Agent on the Closing Date (as hereinafter defined), subject to any credits or apportionments as provided under this Agreement, by wire transfer of immediately available federal funds to an account at such bank as designated by Escrow Agent.

4. **Covenants of Seller.** During the Option Term, Seller hereby covenants and agrees as follows:

(a) Seller shall not grant or enter into any leases, easements, rights-of-way, liens or other encumbrances or agreements which affect the Option Parcel or any portion thereof, or the title or any interest thereof, without first obtaining the prior written consent of Purchaser, which consent may be given or withheld in Purchaser's sole and absolute discretion.

(b) Seller shall conduct all business operations on or at the Option Parcel in compliance with all federal laws, rules or ordinances for environmental protection,

regulations of the United States Environmental Protection Agency, any applicable local or state law, rule, regulation or rule of common law or judicial interpretation thereof relating to any environmental matters.

(c) Seller shall, upon receiving notice or learning of any pending, threatened, or contemplated action by any governmental authority or other person affecting the Option Parcel, give Purchaser prompt written notice thereof.

(d) Seller shall maintain the Option Parcel in its existing condition and will not make any major removals, alterations, or changes thereto, except as may be required by law without notice and written consent of Purchaser.

(e) Seller shall not enter into any new Service Contracts which are not terminable on or before the Closing Date without Purchaser's prior written consent, which consent may be given or withheld in Purchaser's sole and absolute discretion. On or before the Closing, Seller shall, at its sole cost and expense, terminate any and all Service Contracts affecting all or any portion of the Option Parcel.

5. **Due Diligence Investigation; Title Objections.** At all times during the Option Term, Purchaser shall be entitled to conduct or cause to be conducted any and all Inspections of the Option Parcel as Purchaser deems necessary, desirable, or appropriate in its sole and absolute discretion. Purchaser's Inspections of the Option Parcel shall be undertaken in the manner and subject to the terms and conditions set forth in Article IV of the Purchase Agreement. Within ten (10) days after the Acquisition Date, Seller shall deliver or make available to Seller copies of all Due Diligence Materials applicable to the Option Parcel. Following the Acquisition Date, Purchaser shall promptly order, at its sole cost and expense: (a) a Title Commitment from the Title Insurance Company, together with true, legible (to the extent available), and complete copies of any tax search, departmental or municipal searches, and all instruments giving rise to any defects or exceptions to title to the Option Parcel; and (ii) at Purchaser's election, a new Survey of the Option Parcel prepared by a surveyor licensed in the state where the Option Parcel is located. At any time during the Option Term, Purchaser or Purchaser's attorney shall be entitled to deliver a Title Objection Notice to Seller setting forth Purchaser's Title Objections with respect to any matter or defect of title affecting the Option Parcel. Except for any Mandatory Title Removal Items applicable to the Option Parcel (which shall be automatically deemed to be Title Objections and must be cured by Seller), any matter or defect of title affecting the Option Parcel that is not the subject of a Title Objection Notice shall be deemed a Permitted Exception. The rights and obligations of Seller and Purchaser with respect to any Title Objection Notices delivered by Purchaser in accordance herewith shall be subject to the terms and conditions set forth in Article VI of the Purchase Agreement.

6. **Exercise of Option.** At any time during the Option Term, Purchaser may exercise the Option by timely sending Seller a written notice of Purchaser's intention to exercise the Option (the "**Exercise Notice**"). If Purchaser does not timely exercise the Option in the manner described herein on or before the Option Termination Date, the Option will automatically terminate and the Seller shall be entitled to retain the Option Payment. Thereafter, neither party shall have any further obligations hereunder except for those that expressly survive termination of this Agreement.

7. **Closing.** If Purchaser timely provides the Exercise Notice, the closing of the transaction contemplated by this Agreement (the "**Closing**") shall take place on or before the date that is sixty (60) days after the date of the Exercise Notice (the "**Closing Date**"). At Closing, Seller shall convey, and Purchaser shall accept, quit claim title to the Option Parcel, which shall be insured the Title Insurance Company, subject only to the terms and conditions of this Agreement and the Permitted Exceptions applicable to the Option Parcel. The Closing shall be completed at the offices of Escrow Agent, subject to the following:

(a) Seller shall deliver or cause to be delivered to Purchaser, executed, certified, and acknowledged by Seller, as appropriate, in the manner prescribed in the Purchase Agreement, those items set forth in Section 5.03(a)-(i) and Section 5.03(n) of the Purchase Agreement, as applicable to the Option Parcel.

(b) Purchaser shall deliver or cause to be delivered to Seller, executed, certified, and acknowledged by Purchaser, as appropriate, in the manner prescribed in the Purchase Agreement, the balance of the Purchase Price as set forth in Section 3(b) (as adjusted for apportionments pursuant to this Agreement) and those items set forth in Section 5.04(b)-(c) and Section 5.04(h) of the Purchase Agreement, as applicable to the Option Parcel.

(c) All fees, expenses and other closing costs shall be paid by Seller or Purchaser, as applicable, in the manner and subject to the terms and conditions set forth in Section 5.05 of the Purchase Agreement.

(d) All real estate taxes, user fees, assessments, items of income and expense and other items customarily apportioned in connection with sales of real estate substantially similar to the Option Parcel in the State of South Carolina shall be apportioned or prorated in the manner and subject to the terms and conditions set forth in Section 5.06 of the Purchase Agreement.

8. **Damage or Destruction.** If all or any portion of the Option Parcel is taken by any condemnation or eminent domain or is damaged or destroyed by fire or other casualty which would permanently or materially impair Purchaser's intended use of the Option Parcel prior to the Closing, Purchaser may terminate this Agreement by written notice to Seller whereupon Seller shall be entitled to retain the Option Payment and thereafter neither party shall have any further obligations hereunder except for those that expressly survive termination of this Agreement.

9. **Default by Seller.** If Seller fails to perform any of its obligations, or is otherwise in default hereunder, Purchaser shall have the right to terminate this Agreement and/or to seek such other relief Purchaser may have at law or in equity, including, without limitation, seeking injunctive relief to prevent a sale of the Option Parcel to a party other than Purchaser and the filing of an action for specific performance.

10. **Termination Date.** Notwithstanding anything in this Agreement to the contrary, in the event that the Acquisition Date does not occur within thirty (30) years after the Effective Date, this Agreement shall automatically terminate and be of no further force or effect on the date that is thirty (30) years after the Effective Date (the "**Termination Date**"), in which event the Option Payment shall be released from escrow and returned by Escrow Agent to Purchaser and

the parties shall have no further liability hereunder (except with respect to those obligations hereunder which expressly survive the termination of this Agreement).

11. **Memorandum of Option Agreement.** Within five (5) days after the Acquisition Date, Seller and Purchaser shall execute and acknowledge a Memorandum of Option Agreement in the form and content substantially the same as Exhibit B attached hereto and incorporated herein by reference, which Purchaser, at its sole cost and expense, is authorized to record in the Register of Deeds Office for Charleston County, South Carolina.

12. **Notices.** Unless specifically stated otherwise in this Agreement, all Notices shall be delivered in accordance with Article X of the Purchase Agreement.

13. **Brokers.** Purchaser and Seller each represent and warrant to each other that they dealt with no broker in connection with, nor has any broker had any part in bringing about, this transaction.

14. **Entire Agreement; No Representations.** This Agreement constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. This Agreement is entered into after full investigation by each party and neither party is relying upon any statement or representation made by the other party not set forth in this Agreement or in the Purchase Agreement.

15. **Governing Law.** The laws of the State of South Carolina shall govern the interpretation, validity, performance and enforcement of this Agreement (without reference to choice of law principles).

16. **Business Days.** Whenever any action must be taken (including the giving of notices) under this Agreement during a certain time period (or by a particular date) that ends or occurs on a day other than a Business Day, then such period (or date) shall be extended until the next succeeding Business Day. As used herein, the term "**Business Day**" shall mean any day other than a Saturday, a Sunday, or a legal holiday on which national banks are not open for general business in the State of South Carolina.

17. **Modifications and Amendments.** This Agreement cannot under any circumstance be modified or amended orally, and no agreement shall be effective to waive, change, modify, terminate, or discharge this Agreement, in whole or in part, unless such agreement is in writing and is signed by both Seller and Purchaser. Major modifications shall require City Council of the City of North Charleston approval. Minor modifications may be approved by either Seller's legal department or by the City of North Charleston's Planning Director.

18. **Successors and Assigns; Assignment.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs or successors and permitted assigns. Except as otherwise expressly permitted herein, this Agreement is not assignable by Purchaser without first obtaining the prior written approval of Seller, such approval not to be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Purchaser may assign this Agreement, without first obtaining the prior approval of Seller, to one or more entities so long as (a) Purchaser is an affiliate of the assignee purchasing entity(ies), (b) Purchaser is not

released from its liability hereunder until Closing, and (c) Purchaser provides written notice to Seller of any proposed assignment no later than fifteen (15) days prior to the Closing Date. As used herein, an affiliate is a person or entity that is (i) controlled by, under common control with, or controlling another person or entity, (ii) solvent at the time of assignment and at the time of Closing, (iii) not rendered insolvent by such assignment, and (iv) has sufficient assets to consummate the transaction contemplated herein (when the assets of its affiliates are taken into account). If an assignee assumes all of Purchaser's obligations under this Agreement in writing, then from and after the Closing, Purchaser shall be released from all obligations under this Agreement.

19. **Severability.** If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect, invalidate, or render unenforceable any other term or provision of this Agreement. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated by this Agreement be consummated as originally contemplated to the greatest extent possible.

20. **Further Assurances.** Each of the parties hereto shall execute and deliver such additional documents, instruments, conveyances, and assurances and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby, provided such documents are customarily delivered in real estate transactions in the State of South Carolina and do not impose any material obligations upon any party hereunder except as set forth in this Agreement.

21. **Counterparts.** This Agreement may be executed by the parties in separate counterparts, each of which when so executed and delivered shall be an original for all purposes, but all such counterparts shall together constitute but one and the same instrument. Handwritten signatures to this Agreement transmitted by facsimile or electronic transmission (e.g., a "PDF" file by electronic mail) and digital signatures transmitted electronically and/or via the internet or electronic mail (e.g., DocuSign) shall be valid and effective to bind the party so signing.

22. **Headings.** The captions or paragraph titles contained in this Agreement are for convenience and reference only and shall not be deemed a part of the text of this Agreement.

23. **No Waivers.** No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party providing the waiver. No waiver by either party of any failure or refusal to comply with any obligations under this Agreement shall be deemed a waiver of any other or subsequent failure or refusal to so comply.

24. **No Personal Liability of Officers, Partners, Trustees or Directors.** Seller acknowledges that this Agreement is entered into by Purchaser, which is a Delaware limited partnership, and Seller agrees that none of Purchaser's partners, managers, members, employees, officers, directors, trustees, shareholders, counsel, representatives or agents shall have any personal liability under this Agreement or any document executed in connection with the transactions contemplated by this Agreement.

25. **Time of Essence.** The parties hereto acknowledge and agree that, except as otherwise expressly provided in this Agreement, TIME IS OF THE ESSENCE for the performance of all actions (including, without limitation, the giving of notices, the delivery of documents, and the funding of money) required or permitted to be taken under this Agreement.

*****Remainder of this page intentionally left blank*****
[Signatures on the following pages]

IN WITNESS WHEREOF, Seller and Purchaser hereto have executed this Agreement as of the Effective Date.

SELLER:

CITY OF NORTH CHARLESTON,
a municipal corporation organized and existing under the laws of the State of South Carolina

By: _____
Name: _____
Its: _____

PURCHASER:

[_],
a [_]

By: _____
Name: _____
Its: _____

EXHIBIT A

Option Parcel

No Scale

N

BATTERY PARK
North Charleston, SC
Exhibit - A

Parcel	TMS Number	Approx. Acreage (Highland)
Federal	400-00-00-040	21.26
		Total: 21.26 ac

Note:

1. Federal Property is considered One Tax Parcel
2. Boundaries and Acreages taken from Charleston Co. GIS.
3. No boundary survey has been prepared. Exact acreages may differ from the table shown above once a survey has been prepared.

EXHIBIT B

Memorandum of Option Agreement

STATE OF SOUTH CAROLINA	**)**	
	)	**MEMORANDUM OF OPTION**
COUNTY OF CHARLESTON	**)**	**AGREEMENT**

THIS MEMORANDUM OF OPTION AGREEMENT (this "**Memorandum**") is made and entered into as of the ___ day of _____, 20___, by and between the CITY OF NORTH CHARLESTON, a municipal corporation organized and existing under the laws of the State of South Carolina ("**Seller**"), and _____, a _____ ("**Purchaser**", and together with Seller, the "**Parties**").

RECITALS:

WHEREAS, Seller is the owner of the real property situated in Charleston County, South Carolina described on Exhibit A attached hereto (the "**Option Parcel**"); and

WHEREAS, pursuant to that certain Option Agreement entered into by and between Seller and Purchaser dated as of _____, 20___ (the "**Option Agreement**"), Seller has granted to Purchaser the option to purchase the Option Parcel in accordance with the terms of the Option Agreement; and

WHEREAS, the parties desire to enter into this Memorandum in order to create a document for recordation in Charleston County, South Carolina.

NOW THEREFORE, in consideration of the foregoing, of the mutual promises herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending legally to be bound hereby, agree and state as follows:

1. The Option Agreement gives and grants to Purchaser, on the terms and subject to the conditions set forth therein, the option to purchase the Option Parcel from Seller for the period beginning on _____, 20___ and ending on _____, 20___ (the "**Option Term**"). Upon the expiration of the Option Term or the termination of the Option Agreement (according to its terms), this Memorandum shall automatically terminate and be of no further force or effect, without the need for further action by any party. Notwithstanding the automatic termination of this Memorandum, Seller shall have the right, but not the obligation, to execute a termination for recording in the Office of the Register of Deeds for Charleston County, South Carolina.

2. This Memorandum shall in no manner whatsoever amend, modify or alter the terms and conditions of the Option Agreement. Neither the Parties nor any other person or entity shall be entitled to rely on this Memorandum as a complete statement of the terms and conditions of the Option Agreement; provided, however, that this Memorandum may be relied upon for the purpose of showing that certain agreements affecting the Option Parcel do exist on the date hereof between the Parties.

*****Remainder of Page Intentionally Left Blank*****
[Signatures on Following Pages]

IN WITNESS WHEREOF, Seller and Purchaser have executed this Memorandum effective as of the date first written above.

SELLER:

CITY OF NORTH CHARLESTON,
a municipal corporation organized and existing under the laws of the State of South Carolina

_____
Witness No. 1

By: _____
Name: _____
Its: _____

_____
Witness No. 2 or Notary

STATE OF SOUTH CAROLINA)
) ACKNOWLEDGMENT
COUNTY OF CHARLESTON)

THE FOREGOING instrument was acknowledged before me this _____ day of _____, 20___, by the City of North Charleston, a municipal corporation organized and existing under the laws of the State of South Carolina, by _____, its _____.

_____ (SEAL)
Notary Public, State of South Carolina
Notary Name Printed: _____
My Commission Expires: _____

[Signatures Continue on the Next Page]

PURCHASER:

[_],
a [_]

_____
Witness No. 1

By: _____
Name: _____
Its: _____

_____
Witness No. 2 or Notary

STATE OF SOUTH CAROLINA)
) ACKNOWLEDGMENT
COUNTY OF _____)

THE FOREGOING instrument was acknowledged before me this _____ day of _____, 20___, [_], a [_], by _____, its _____.

_____ (SEAL)
Notary Public, State of South Carolina
Notary Name Printed: _____
My Commission Expires: _____

[Signatures Continue on the Next Page]

EXHIBIT A

Legal Description of the Option Parcel

[To be inserted.]

EXHIBIT F

Quit Claim Deed

This Instrument Prepared by: _____ _____ _____ _____ _____ **After Recording Return to:** _____ _____ _____ _____ _____	
(For Recorder's Use Only)	

STATE OF SOUTH CAROLINA)
)
COUNTY OF _____)

QUIT CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, that [Grantor], a [State] [entity] ("***Grantor***"), in the State aforesaid and in consideration of [insert purchase price] Dollars ($_____) to Grantor in hand paid at and before the sealing of these presents by [Grantee], a [State] [entity] ("***Grantee***"), in the State aforesaid, the receipt whereof is hereby acknowledged, has, granted, bargained, sold and released, and by these Presents does, subject to the Permitted Exceptions, grant, bargain, sell and release, unto Grantee, its successors and assigns, forever, the real property described on Exhibit "A" attached hereto and incorporated herein by reference.

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

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

*****Remainder of Page Intentionally Left Blank*****
[Signatures on the Following Page]

IN WITNESS WHEREOF, Grantor has caused these presents to be executed and sealed this ____ day of _____, 20___.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

_____
Witness #1

_____
Notary or Witness #2

GRANTOR:

[**GRANTOR**,]
a [State] [entity]

By: _____(SEAL)
Name: _____
Its: _____

STATE OF SOUTH CAROLINA)
) ACKNOWLEDGEMENT
COUNTY OF _____)

I, the undersigned Notary Public for the State of South Carolina, do hereby certify that _____, as _____ of [Grantor], a [State] [entity], personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this _____ day of _____, 20____.

_____(SEAL)
Notary Public, State of South Carolina
Notary Name Printed _____
My Commission Expires: _____

EXHIBIT “A”

Legal Description

EXHIBIT G

Bill of Sale

BILL OF SALE

Dated: [MONTH] [DAY], [YEAR]

KNOW ALL MEN BY THESE PRESENTS, that [SELLER'S NAME], a [STATE] [ENTITY TYPE] , having an office at [ADDRESS] ("**Seller**"), for and in consideration of $10.00 and other good and valuable consideration paid by [PURCHASER'S NAME], a [STATE] [ENTITY TYPE], having an office at [ADDRESS] ("**Purchaser**"), the receipt and sufficiency of which is hereby acknowledged, hereby assigns, transfers, and sets over unto Purchaser, its successors and assigns, from and after the date hereof, all of Seller's right, title and interest in and to the Personal Property in "as is" "where is" condition (as defined in that certain Purchase and Sale Agreement dated as of [DATE], by and between Seller and Purchaser (the "**Purchase Agreement**")), owned by Seller and which are located at, and used or usable in connection with, the real property more particularly described on Exhibit A attached hereto and made a part hereof, free from all liens.

TO HAVE AND TO HOLD unto Purchaser and its successors and assigns to its and their own use and benefit forever.

Seller agrees to execute, acknowledge (where appropriate), and deliver individual bills of sale for the Personal Property or such other or further instruments of transfer or sale as Purchaser may reasonably require to confirm the foregoing or as may be otherwise reasonably requested by Purchaser to carry out the intent and purposes hereof, at Purchaser's sole cost and expense.

Seller represents and warrants to Purchaser that (i) Seller is the sole owner of and has good and marketable title to the Personal Property, free and clear of all liens, encumbrances, claims and demands; and (ii) Seller has not previously sold or assigned the Personal Property to any other party. These representations and warranties shall survive closing and delivery of this Bill of Sale.

*****Remainder of Page Intentionally Left Blank*****
[Signatures on Following Page]

IN WITNESS WHEREOF, Seller has executed this Bill of Sale as of the date set forth above.

SELLER:

[SELLER, ___],
a _____

By: _____
Name: _____
Its: _____

EXHIBIT A

Legal Description

EXHIBIT H

Escrow Holdback Agreement

[Attached.]

ESCROW HOLDBACK AGREEMENT

THIS ESCROW HOLDBACK AGREEMENT (this "**Agreement**"), dated as of _____, 20___ (the "**Effective Date**"), by and among CITY OF NORTH CHARLESTON, a municipal corporation organized and existing under the laws of the State of South Carolina ("**Seller**"), _____, a _____, ("**Purchaser**"), and CITY OF NORTH CHARLESTON, a municipal corporation organized and existing under the laws of the State of South Carolina, as escrow agent, acting by and through the City Finance Director ("**Escrow Agent**" or "**City Finance Director**").

RECITALS:

WHEREAS, Seller and Navy Yard Master JV, L.P., a Delaware limited partnership ("**Original Purchaser**"), entered into that certain Purchase and Sale Agreement, dated as of _____, 2023 (as may be amended, modified and/or assigned from time to time, the "**Purchase Agreement**"). Capitalized terms used and not defined herein shall have the meanings ascribed to such terms in the Purchase Agreement.

WHEREAS, on or about the date first above written, Original Purchaser assigned all its right, title and interest in and to the Purchase Agreement to Purchaser.

WHEREAS, pursuant to Section 3.02(d) of the Purchase Agreement, a portion of the proceeds of the Purchase Price in the amount of $[_] (the "**Escrowed Funds**") is to be held back from the closing of the transactions contemplated by the Purchase Agreement (the "**Closing**") and thereafter held and disbursed by Escrow Agent in accordance with the terms and conditions of this Agreement.

WHEREAS, Purchaser and Seller desire to appoint Escrow Agent as the escrow agent pursuant to this Agreement, and Escrow Agent is willing to act as escrow agent hereunder.

WHEREAS, Purchaser and Seller desire to establish the terms and conditions pursuant to which the Escrowed Funds will be deposited, held in, and disbursed from the Escrow Account (as defined below).

NOW THEREFORE, in consideration of the covenants and agreements contained in this Agreement, and intending to be legally bound, the parties hereto agree as follows:

AGREEMENT:

1. Appointment of Escrow Agent. Purchaser and Seller hereby constitute and appoint City Finance Director as Escrow Agent, and Escrow Agent hereby agrees to assume and perform the duties of, escrow agent under and pursuant to this Agreement.

2. Escrowed Funds. Simultaneously with the execution and delivery of this Agreement, Seller shall deposit the Escrowed Funds with Escrow Agent. The Escrowed Funds, together with the interest thereon, shall be deposited by Escrow Agent into a separate (i.e., non-commingled) federally insured, non-interest bearing account (the "**Escrow Account**").

3. Acceptance of Escrowed Funds. By signing below, Escrow Agent hereby acknowledges its receipt of the Escrowed Funds from Seller. Escrow Agent shall hold, invest and disburse the Escrowed Funds in accordance with the terms of this Agreement. Escrow Agent shall bear all costs associated with maintaining the Escrow Account.

4. Disbursement of Escrowed Funds. Purchaser and Seller shall have the right, from time to time, to direct the disbursement of the Escrowed Funds in accordance with this Agreement (a "**Direction**") for reimbursement of such costs and expenses as permitted herein, and the requesting party shall provide such Direction to Escrow Agent via one or more written notices to Escrow Agent (each a "**Direction Notice**"), which Direction Notice shall include the following: (a) the amount of the Escrowed Funds the requesting party is requesting be disbursed ("**Requested Disbursement Amount**") and (b) invoices for the portion of the work for which Requested Disbursement Amount is being requested. Escrow Agent will have no obligation to verify the validity of any such Direction. Escrow Agent shall notify the non-requesting party, in writing, of Escrow Agent's receipt of such Direction Notice and the date of such receipt. Provided that Escrow Agent has notified the non-requesting party, in writing, of Escrow Agent's receipt of a Direction Notice and the date of such receipt, and does not receive a written notice from the non-requesting party disputing the Direction in any Direction Notice within ten (10) business days after the non-requesting party's receipt of such notice from Escrow Agent, Escrow Agent shall disburse the Escrowed Funds to the requesting party as specified in such Direction Notice. If the non-requesting party does provide Escrow Agent and the requesting party with written notice disputing such Direction during such ten (10) business day period, then Escrow Agent shall continue to hold the Escrowed Funds in escrow pursuant to this Agreement until Escrow Agent receives a joint direction in writing from Purchaser and Seller directing Escrow Agent as to the disposition of the Escrowed Funds. Disbursements of Escrowed Funds to Seller and Purchaser, as applicable, shall be subject to the following:

(i) A portion of the Escrowed Funds not to exceed $[1/3 of Escrowed Funds] in the aggregate shall be reserved for disbursement to Purchaser to provide funding for the development and construction of public infrastructure and improvements located on the Property, including, without limitation, any such development activities that are or would be subject to or applicable for tax increment financing under Chapter 6 of Title 31 and/or Chapter 12 of Title 31 of the South Carolina Code of Laws;

(ii) A portion of the Escrowed Funds not to exceed $[1/3 of Escrowed Funds] in the aggregate shall be reserved for disbursement to Seller to provide funding for the development and construction of those portions of the real property and improvements owned by Seller designated in the Charleston County tax records as TMS #400-00-00-058 and TMS #400-00-00-129 (the "**Seller Property**"); and

(iii) A portion of the Escrowed Funds not to exceed $[1/3 of Escrowed Funds] in the aggregate shall be reserved for disbursement to Purchaser and/or Seller, to provide funding for hard and soft costs for the planning, design, permitting, construction and other development expenses incurred for the development of the Property or the Seller Property, as applicable, including, without limitation, costs relating to design and architecture, engineering, permit approvals, construction management services and consulting, and administrative fees and expenses.

Notwithstanding anything contained herein or any other provision of this Agreement, (A) if Purchaser and Seller jointly submit a Direction Notice with regard to the Escrowed Funds, Escrow Agent shall disburse the Requested Disbursement Amount within five (5) business days following its receipt of the joint Direction Notice pursuant to the directions set forth therein; and (B) any portion of the Escrowed Funds not disbursed within seven (7) years of the initial disbursement shall be refunded to Seller.

5. Authorization of Escrow Agent. The Escrow Agent is authorized and instructed to comply with orders issued or process entered by any court with respect to the Escrowed Funds, without determination by the Escrow Agent of such court's jurisdiction in the matter. If any portion of the Escrowed Funds is at any time attached, garnished or levied upon under any court order, or in case the payment, assignment, transfer, conveyance or delivery of any such property shall be stayed or enjoined by any court order, or in case any order, judgment or decree shall be made or entered by any court affecting such property or any part thereof, then and in any such event, the Escrow Agent is authorized, in its sole discretion, to rely upon and comply with any such order, writ, judgment or decree which it is advised by legal counsel selected by it is binding upon it without the need for appeal or other action; and if the Escrow Agent complies with any such order, writ, judgment or decree, it shall not be liable to any of the parties hereto or to any other person by reason of such compliance even though such order, writ, judgment or decree may be subsequently reversed, modified, annulled, set aside or vacated.

6. Assignment; Successors and Assigns; Third Parties. Except as otherwise provided herein, neither Purchaser nor Seller shall convey, assign or otherwise transfer any of its rights or obligations under this Agreement without the express written consent of the other party. Any conveyance, assignment or other transfer of any of Escrow Agent's rights and obligations under this Agreement shall require express written consent of both Purchaser and Seller. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. This Agreement is not intended to benefit, and shall not run to the benefit of or be enforceable by, any other person other than the parties hereto and their successors and permitted assigns. Notwithstanding the foregoing, Purchaser may assign this Agreement, without first obtaining the prior approval of Seller, to one or more entities so long as (a) Purchaser is an affiliate of the assignee purchasing entity(ies), and (b) Purchaser provides written notice to Seller of any proposed assignment no later than fifteen (15) days prior to such assignment. As used herein, an affiliate is a person or entity that is (i) controlled by, under common control with, or controlling another person or entity, (ii) solvent at the time of assignment, and (iii)

not rendered insolvent by such assignment. If an assignee assumes all of Purchaser's obligations under this Agreement in writing, then from and after such assignment, Purchaser shall be released from all obligations under this Agreement.

7. Entire Agreement. This Agreement and the Purchase Agreement set forth all of the promises, covenants, agreements, conditions and undertakings between the parties hereto with respect to the subject matter hereof and supersede all prior or contemporaneous agreements and understandings, negotiations, inducements or conditions, express or implied, oral or written. In the event of any direct conflict of the terms of this Agreement with the terms of the Purchase Agreement, the terms of the Purchase Agreement shall control and prevail.

8. Severability. If a provision of this Agreement is deemed to be contrary to law, that provision will be deemed separable from the remaining provisions of this Agreement, and will not affect the validity, interpretation or effect of the other provisions of either this Agreement or any agreement executed pursuant to it or the application of that provision to other circumstances not contrary to law provided that the intent of this Agreement is not adversely impacted thereby.

9. Notices. All notices, demands, requests, consents, approvals and other communications (each a "**Notice**," collectively "**Notices**") required or permitted to be given under this Agreement, or which are to be given with respect to this Agreement, shall be in writing and shall be (i) personally delivered, (ii) transmitted by facsimile or electronic mail transmission prior to 5:00 p.m., prevailing Eastern time, (iii) delivered by United States Mail, postage prepaid, registered or certified mail, return receipt requested, or (iv) delivered by reputable overnight delivery service with proof of delivery, addressed to the party as designated below:

If intended for Seller, to:

City of North Charleston
Attn: Adam MacConnell
2500 City Hall Lane
North Charleston, SC 29406
Email: amacconnell@northcharleston.org

With copies to:

City Attorney
City of North Charleston Legal Department
2500 City Hall Lane, Third Floor
North Charleston, SC 29406

City Finance Director
City of North Charleston
2500 City Hall Lane
North Charleston, SC 29406

Bruce A. Berlinsky, Esq.
One Carriage Lane, Building F
Charleston, SC 29407
Email: bruce@berlinskylawfirm.com

If intended for Purchaser, to:

Navy Yard Master JV, L.P.
Attn: Ned Miller
1360 Truxtun Avenue
North Charleston, SC 29405
Email: Ned.Miller@NavyYardCHS.com

and

Navy Yard Master JV, L.P.
Attn: Jay Weaver
1360 Truxtun Avenue
North Charleston, SC 29405
Email: jay.weaver@navyyardchs.com

and

Navy Yard Master JV, L.P.
Attn: Dana Griffin
Ponce City Market
675 Ponce de Leon Avenue, NE
7th Floor
Atlanta, Georgia 30308
Email: Dana.Griffin@JamestownLP.com

and

Navy Yard Master JV, L.P.
Attn: Legal
Ponce City Market
675 Ponce de Leon Avenue, NE
7th Floor
Atlanta, Georgia 30308
Email: Mack.Heller@JamestownLP.com
Email: Legal@JamestownLP.com

With a copy to:

Haynsworth Sinkler Boyd, P.A.
134 Meeting Street, Third Floor
Charleston, South Carolina 29464
Attn: James H. Suddeth III, Esq.
Email: jsuddeth@hsblawfirm.com

If to Escrow Agent:

City Finance Director
City of North Charleston
2500 City Hall Lane
North Charleston, SC 29406

Notice personally delivered shall be deemed received when delivered or when delivery is refused. Notice mailed by overnight delivery service or its mail shall be deemed received by the addressee as of the date of delivery. Notice transmitted by facsimile or email shall be deemed received by the addressee upon delivery thereof. Notwithstanding anything herein to the contrary, any notice delivered on a Saturday, Sunday, legal holiday or after 5:00 p.m. (Eastern Time) shall be deemed given on the next day that is not a Saturday, Sunday or legal holiday. If a notice is sent by facsimile or email, the sender shall thereafter send a copy of such notice to the intended addressee by one of the other means described above, other than by facsimile or email. Either party may at any time change the address for notice to such party to another address within the continental United States of America by mailing a Notice of such change as aforesaid (such notice of change of address to be effective five (5) days after the recipient's receipt of the same). Counsel to any party, as identified above, may deliver any notice required or permitted to be given under this Agreement with the same force and effect as if such notice was given by the party represented by such counsel.

10. Expenses. Except as otherwise provided for herein, each party shall be responsible for its own costs and expenses with respect to matters involving this Agreement.

11. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina.

12. Execution Counterparts. This Agreement may be executed in any number of identical counterparts, any or all of which may contain the signatures of fewer than all of the parties but all of which shall be taken together as a single instrument. Scanned and emailed, facsimile signatures and/or other electronic signatures shall be deemed original and binding on the parties.

13. Captions. The captions herein are included for convenience of reference only and shall be ignored in the construction and interpretation hereof.

14. Further Assurances. Each party hereto, at the reasonable request of another party hereto, shall execute and deliver such other instruments and do and perform such other acts and things as may be necessary or desirable for effecting completely the consummation of this Agreement and the transactions contemplated hereby.

15. Recitals Incorporated. The foregoing recitals are hereby incorporated within and made an integral part of this Agreement as if fully set forth herein.

16. No Waiver. No failure on the part of Purchaser or Seller at any time to require the performance by the other of any provision of this Agreement shall in any way affect the party's rights to require such performance, nor shall any waiver by any party of any provision hereof be taken or held to be a waiver of any other provision hereof.

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

[Signatures on the Following Page]

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed on its behalf as of the day and year first above written.

SELLER:

CITY OF NORTH CHARLESTON,
a municipal corporation organized and existing under the laws of the State of South Carolina

By: _____
Name: _____
Its: _____

PURCHASER:

[_],
a [_]

By: _____
Name: _____
Its: _____

ESCROW AGENT:

CITY OF NORTH CHARLESTON,
a municipal corporation organized and existing under the laws of the State of South Carolina, acting by and through the City Finance Director

By: _____
Name: _____
Its: _____

EXHIBIT I

Repurchase Option Agreement

[Attached.]

REPURCHASE OPTION AGREEMENT

between

_____
a **_____**,

and

City of North Charleston,
a municipal corporation organized and existing under the laws of the State of South Carolina,

dated as of
_____, 20__

REPURCHASE OPTION AGREEMENT

This REPURCHASE OPTION AGREEMENT (this "**Agreement**") dated as of the ___ day of _____, 20___ (the "**Effective Date**") is entered into between _____, a _____, ("**Grantor**"), and the CITY OF NORTH CHARLESTON, a municipal corporation organized and existing under the laws of the State of South Carolina ("**Grantee**").

WHEREAS, Grantee and Navy Yard Master JV, L.P., a Delaware limited partnership ("**Original Purchaser**"), entered into that certain Purchase and Sale Agreement, dated as of _____, 2023 (as may be amended, modified and/or assigned from time to time, the "**Purchase Agreement**"). The Purchase Agreement is incorporated herein and made a part of this Agreement.

WHEREAS, on or about the date first above written, Original Purchaser assigned all its right, title and interest in and to the Purchase Agreement to Grantor.

WHEREAS, pursuant to the Purchase Agreement, Grantee has conveyed to Grantor and Grantor has acquired or will acquire from Grantee certain lots, pieces, or parcels of land more particularly described in the Purchase Agreement (the "**Property**").

WHEREAS, in accordance with Section 15.16 of the Purchase Agreement, Grantor has agreed to grant to Grantee an exclusive option to repurchase the Property, subject to the terms and conditions set forth below.

NOW, THEREFORE, for valuable consideration and the other mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Definitions.** The following words and terms, when used in this Agreement (unless the context shall clearly indicate otherwise) shall have the meanings set forth below, and all definitions are applicable to the singular and plural forms of such words and terms. Other definitions may appear throughout this Agreement and shall have the meanings more particularly set forth herein. Capitalized terms that are used but not defined herein shall have the meanings given to them in the Purchase Agreement:

(a) "**Construction Commencement Deadline**" shall mean and refer to the date that is fifteen (15) years after the Effective Date, which Construction Commencement Deadline may be extended due to a Force Majeure Event as described in Section 2(g) herein.

(b) "**Intended Use**" shall mean and refer to any permissible development, construction or improvement of the Property.

(c) "**Grantor Improvements**" shall mean and refer to one or more new, renovated or improved buildings (each a "**Building**", and collectively the "**Buildings**"), together with associated parking areas, landscaping and related improvements, to be constructed by Grantor on the Property for the Intended Use; provided, however, notwithstanding the foregoing or anything else in the Purchase Agreement or this

Agreement to the contrary, Grantor shall be obligated and required (and Grantor hereby agrees) to do the following (the following obligations and requirements of Grantor being collectively referred to herein as the "**Grantor Improvements Requirements**"):

(i) Construct Grantor Improvements on the Property for the Intended Use (the "**Required Grantor Improvements**") containing, in the aggregate, a total minimum of (A) twenty-five thousand (25,000) square feet of heated and cooled, commercial, residential or mixed use space and improvements, or (B) one hundred (100) residential dwelling units; and

(ii) Commence construction of the Required Grantor Improvements on the Property on or before the Construction Commencement Deadline.

2. **Repurchase Option.**

(a) Grant of Repurchase Option. Grantee has agreed to sell the Property to Grantor in reliance on Grantor's covenant that it is Grantor's current intent to commence construction of the Required Grantor Improvements on the Property for the Intended Use in compliance with the Grantor Improvements Requirements on or before the Construction Commencement Deadline. Grantor acknowledges that Grantee would not have sold the Property to Grantor but for Grantor's covenant to promptly commence construction of the Required Grantor Improvements on the Property in compliance with the Grantor Improvements Requirements for the Property on or before the Construction Commencement Deadline. In the event that Grantor has not, on or before the Construction Commencement Deadline, commenced construction of the Required Grantor Improvements on the Property in compliance with the Grantor Improvements Requirements (the "**Option Trigger**"), then Grantee may require (and Grantor hereby grants to Grantee the right to require) Grantor to re-convey those undeveloped portions of the Property upon which Grantor has not commenced construction of any Grantor Improvements (the "**Repurchase Property**") to Grantee for the Repurchase Price (as defined herein), payable in cash at the closing of the repurchase of the Property (the "**Repurchase Option**"). For purposes of this Agreement, construction of any Grantor Improvements shall be deemed to have commenced when a licensed contractor engaged by Grantor has mobilized and begun forming for the concrete slab or foundation on the Property for such Grantor Improvements. For the avoidance of doubt, under no circumstance shall the Repurchase Property include any parcel located on the Property on which Grantor has commenced construction of any Grantor Improvements. Grantee shall not be obligated to (x) reimburse Grantor for any taxes or maintenance charges paid by Grantor with respect to the Repurchase Property or any other sums paid by Grantor in connection with the purchase of the Repurchase Property, or (y) pay Grantor any interest on the Purchase Price paid by Grantor for the Repurchase Property. If the Repurchase Option is exercised, any and all plans, drawings, studies with respect to the Repurchase Property by Grantor shall be delivered and assigned to Grantee at the Repurchase Closing without representation or warranty.

(b) Exercise of Repurchase Option. The Repurchase Option shall be exercisable by Grantee at any time within (3) months after the Construction

Commencement Deadline, provided that Grantor has not commenced construction of all the Required Grantor Improvements on the Property in compliance with the Grantor Improvements Requirements prior to Grantee's exercise of such Repurchase Option (the last day of such three-month period being the "**Repurchase Termination Date**"). If Grantee exercises the Repurchase Option, then Grantee shall be required to deposit with a mutually-agreeable escrow agent an earnest money deposit in an amount equal to the Deposit (the "**Option Deposit**"), and the closing of the repurchase as to the Repurchase Property (the "**Repurchase Closing**") shall take place at the same location as the original Closing for the Property on or before the date (the "**Repurchase Closing Date**") which is one hundred twenty (120) days after the date that Grantee gives Grantor written notice that Grantee has elected to exercise its Repurchase Option (the date upon which Grantee gives Grantor written notice that Grantee has elected to exercise its Repurchase Option being referred to herein as the "**Repurchase Notice Date**"), at which Grantee shall pay to Grantor the Repurchase Price and Grantor shall execute and deliver a quit claim deed to the Repurchase Property, subject only to the Permitted Exceptions (other than any liens, encumbrances or title exceptions created by Grantor or otherwise arising by reason of acts of Grantor), any utility easements or other agreements granted by Grantor in the ordinary course of its business in connection with construction of the Grantor Improvements on the Property, and any other exceptions which Grantee may have consented to or requested Grantor to create pursuant to the Agreement.

(c) Grantee Default. In the event that Grantee exercises the Repurchase Option and Grantee then defaults under its obligation to consummate the Repurchase Closing contemplated in this Section 2, Grantor shall be entitled, as its sole and exclusive remedies for such default, to either: (i) notify Grantee in writing of such default and if Grantee does not cure such default within thirty (30) days following Grantee's receipt of such notice, then Grantee's Repurchase Option shall automatically terminate on the sixth (6th) Business Day following Grantee's receipt of such notice, in which event the entire Option Deposit shall be released from escrow and returned by the aforesaid escrow agent to Grantee; or (i) seek specific performance against Grantee.

(d) Termination of Repurchase Option. Notwithstanding the foregoing or anything else herein to the contrary, Grantee's Repurchase Option shall automatically terminate, expire and shall be null, void and of no further force and effect whatsoever on the earlier of the following dates: (i) the date that Grantor commences the construction of all (but not less than all) of the Required Grantor's Improvements on the Property for the Intended Use in compliance with the Grantor Improvements Requirements; or (ii) the Repurchase Termination Date. This Section 2(d) shall be self-operative and no further instrument of termination shall be required to make termination provided herein effective; provided, however, upon request by Grantor, Grantee shall execute and deliver to Grantor a termination of this Agreement for recording in the Office of the Register of Deeds for Charleston County, South Carolina.

(e) Third Party Transferees. Notwithstanding the foregoing or anything else herein to the contrary, Grantee's Repurchase Option shall automatically terminate, expire and shall be null, void and of no further force and effect whatsoever with respect to any portion(s) of the Property conveyed to any third party for future development such portion

of the Property immediately upon any such conveyance. This Section 2(e) shall be self-operative and no further instrument of termination shall be required to make termination provided herein effective; provided, however, upon request by Grantor or any third party transferee, Grantee shall execute and deliver to such requesting party a partial termination of this Agreement for recording in the Office of the Register of Deeds for Charleston County, South Carolina.

(f) Calculation and Determination of Repurchase Price.

(i) *Repurchase Price*. If Grantee exercises the Repurchase Option, the amount to be paid by Grantee to Grantor (the "**Repurchase Price**") for the Property shall be determined as follows: the Repurchase Price shall be an amount equal to one hundred percent (100%) of the FMV of the Property determined pursuant to the appraisal process set forth in Section 2(f)(ii) below; provided, however, Grantee and Grantor acknowledge and agree that the FMV of the Property (as determined by the appraisal process set forth in Section 2(f)(ii)) may increase or decrease prior to the Repurchase Closing in connection with the Option Trigger under this Section 2 due to the fact that there may be ongoing construction activities on the Property ("**Additional Construction Activities**"), and in such case the parties shall cooperate in good faith to adjust the Repurchase Price described in this Section 2(f) prior to the Repurchase Closing in connection with the Option Trigger to account for such Additional Construction Activities.

(ii) *Appraisal Process*. If Grantee exercises the aforesaid Repurchase Option, then Grantor and Grantee shall, within ten (10) Business Days after the Repurchase Notice Date, each independently engage their own respective designated M.A.I. appraiser licensed by the South Carolina Real Estate Appraiser Board to prepare appraisals of the Property. Grantor and Grantee shall deliver a copy their respective appraisals to each other within thirty (30) days after the Repurchase Notice Date (the last day of such thirty (30) day time period being referred to as the "**Appraisal Deadline Date**"). The fees and expenses for the respective appraisers and the respective appraisals shall be borne by the party ordering the respective appraisal. Each appraiser shall determine (and each appraisal shall set forth) the "as-is" fair market value of the Property as of the Repurchase Notice Date. Each appraiser shall also take into account and make adjustments for the cost to cure any damaged or defective improvements or other portions of the Property, including, but not limited to, any cost to complete the construction of the Grantor Improvements, any deferred maintenance, and any required demolition. For purposes of this Section 2, the term "**FMV of the Property**" shall mean and refer to the average of the "as-is" fair market value of the Property as so determined by the two appraisers; provided, however:

(A) if the values as shown on Grantor's and Grantee's respective appraisals are not within five percent (5%) of each other, then Grantor and Grantee shall mutually agree on (and engage) a third M.A.I. appraiser licensed by the South Carolina Appraiser Board to prepare a third appraisal of the Property, based on the requirements of this section, and, in such event,

and for purposes of this Section 2, the term "**FMV of the Property**" shall mean and refer to the average of the fair market value of the Property as so determined by the three appraisers. Said third appraiser shall have a reasonable time, not to exceed thirty (30) days, to complete the third appraisal and deliver a copy thereof to both Grantor and Grantee and the Repurchase Closing Date shall be extended to the extent necessary, not to exceed thirty (30) days, to allow for the third appraiser to complete and deliver the third appraisal. The fees and expenses of this third appraisal, if necessary, shall be divided equally between Grantor and Grantee; and

(B) if Grantor fails or refuses to obtain its said appraisal and provide a copy of same to Grantee on or before the Appraisal Deadline Date, then Grantor shall be deemed to have waived (and shall have waived) its right to obtain any such appraisal and, in such event, and for purposes of this Section 2, the term "**FMV of the Property**" shall mean and refer to the fair market value of the Property as so determined by Grantee's appraiser; and

(C) if Grantee fails or refuses to obtain its said appraisal and provide a copy of same to Grantor on or before the Appraisal Deadline Date, then Grantee shall be deemed to have waived (and shall have waived) its right to obtain any such appraisal and, in such event, and for purposes of this Section 2, the term "**FMV of the Property**" shall mean and refer to the fair market value of the Property as so determined by Grantor's appraiser.

(g) Force Majeure. If, due to a Force Majeure Event (as defined herein), Grantor is unable to commence construction of all the Required Grantor Improvements on the Property meeting the Grantor Improvements Requirements by the Construction Commencement Deadline, then Grantor shall be excused for the period of delay in the performance of its obligations under this Agreement to commence construction, when such delay is occasioned by cause or causes beyond the control of the party whose performance is so delayed. The time for performance (i.e., the Construction Commencement Deadline) shall be automatically extended until such time (a) as the Force Majeure Event has been, as confirmed in writing by Grantor, resolved or otherwise mitigated or eliminated, such that such obligation can then be performed, or (b) as mutually agreed by Grantor and Grantee; provided, however, that Grantor shall provide to Grantee prompt written notice and reasonable evidence of the occurrence of such Force Majeure Event, and shall use reasonable efforts as may be necessary or appropriate to mitigate, avoid or lessen the adverse effects of such Force Majeure Event, as it may relate to the performance of Grantor's obligations hereunder. Such cause or causes shall include, without limitation, all labor disputes; governmental or judicial regulations, legislation, or controls; inability to obtain any necessary materials or services; fire, hurricane, snowstorm, unusually heavy rain, or other weather calamity or other casualty, and any other cause beyond the reasonable control of Grantor, or acts of God (each, a "**Force Majeure Event**").

3. **Memorandum of Repurchase Option Agreement.** Within five (5) days after the Effective Date, Grantor and Grantee shall execute and acknowledge a Memorandum of

Repurchase Option Agreement in the form and content substantially the same as Exhibit A attached hereto and incorporated herein by reference, which Grantee, at its sole cost and expense, is authorized to record in the Register of Deeds Office for Charleston County, South Carolina.

4. **Notices.** Unless specifically stated otherwise in this Agreement, all Notices shall be delivered in accordance with Article X of the Purchase Agreement.

5. **Brokers.** Grantor and Grantee each represent and warrant to each other that they dealt with no broker in connection with, nor has any broker had any part in bringing about, this transaction.

6. **Entire Agreement; No Representations.** This Agreement constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. This Agreement is entered into after full investigation by each party and neither party is relying upon any statement or representation made by the other party not set forth in this Agreement or in the Purchase Agreement.

7. **Governing Law.** The laws of the State of South Carolina shall govern the interpretation, validity, performance and enforcement of this Agreement (without reference to choice of law principles).

8. **Business Days.** Whenever any action must be taken (including the giving of notices) under this Agreement during a certain time period (or by a particular date) that ends or occurs on a day other than a Business Day, then such period (or date) shall be extended until the next succeeding Business Day. As used herein, the term "**Business Day**" shall mean any day other than a Saturday, a Sunday, or a legal holiday on which national banks are not open for general business in the State of South Carolina.

9. **Modifications and Amendments.** This Agreement cannot under any circumstance be modified or amended orally, and no agreement shall be effective to waive, change, modify, terminate, or discharge this Agreement, in whole or in part, unless such agreement is in writing and is signed by both Grantor and Grantee.

10. **Successors and Assigns; Assignment.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs or successors and permitted assigns. Except as otherwise expressly permitted herein, this Agreement is not assignable by Grantor without first obtaining the prior written approval of Grantee, such approval not to be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Grantor may assign this Agreement, without first obtaining the prior approval of Grantee, to one or more entities so long as (a) Grantor is an affiliate of the assignee purchasing entity(ies), and (b) Grantor provides written notice to Grantee of any proposed assignment no later than fifteen (15) days prior to such assignment. As used herein, an affiliate is a person or entity that is (i) controlled by, under common control with, or controlling another person or entity, (ii) solvent at the time of assignment and at the time of the Repurchase Closing, (iii) not rendered insolvent by such assignment, and (iv) has sufficient assets to consummate the transaction contemplated herein (when the assets of its affiliates are taken into account). If an assignee assumes all of Grantor's obligations under this

Agreement in writing, then from and after the assignment, Grantor shall be released from all obligations under this Agreement. This Agreement shall not be assigned by Grantee and any such assignment or attempted assignment shall be null and void.

11. **Subordination.** This Agreement and Grantee's interest under this Agreement shall be and shall remain, at all times, in each and every respect, subject and unconditionally subordinate to any mortgage lien or related security instrument now or hereafter affecting the Property, and to any renewals, extensions, modifications, assignments, replacements, or consolidations thereof and the rights, privileges, and powers of any mortgagees or lienholders. This clause shall be self-operative and no further instrument of subordination shall be required to make the interest of any mortgagee or lienholder superior to the interests of Grantee hereunder; provided, however, upon request of any mortgagee or lienholder, Grantee shall execute and deliver to such mortgagee or lienholder an instrument of subordination for recording in the Office of the Register of Deeds for Charleston County, South Carolina.

12. **Severability.** If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect, invalidate, or render unenforceable any other term or provision of this Agreement. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated by this Agreement be consummated as originally contemplated to the greatest extent possible.

13. **Further Assurances.** Each of the parties hereto shall execute and deliver such additional documents, instruments, conveyances, and assurances and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby, provided such documents are customarily delivered in real estate transactions in the State of South Carolina and do not impose any material obligations upon any party hereunder except as set forth in this Agreement.

14. **Counterparts.** This Agreement may be executed by the parties in separate counterparts, each of which when so executed and delivered shall be an original for all purposes, but all such counterparts shall together constitute but one and the same instrument. Handwritten signatures to this Agreement transmitted by facsimile or electronic transmission (e.g., a "PDF" file by electronic mail) and digital signatures transmitted electronically and/or via the internet or electronic mail (e.g., DocuSign) shall be valid and effective to bind the party so signing.

15. **Headings.** The captions or paragraph titles contained in this Agreement are for convenience and reference only and shall not be deemed a part of the text of this Agreement.

16. **No Waivers.** No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party providing the waiver. No waiver by either party of any failure or refusal to comply with any obligations under this Agreement shall be deemed a waiver of any other or subsequent failure or refusal to so comply.

17. **No Personal Liability of Officers, Partners, Trustees or Directors.** Grantee acknowledges that this Agreement is entered into by Grantor, which is a [_], and Grantee agrees that none of Grantor's partners, managers, members, employees, officers, directors, trustees, shareholders, counsel, representatives or agents shall have any personal liability under this Agreement or any document executed in connection with the transactions contemplated by this Agreement.

18. **Time of Essence.** The parties hereto acknowledge and agree that, except as otherwise expressly provided in this Agreement, TIME IS OF THE ESSENCE for the performance of all actions (including, without limitation, the giving of notices, the delivery of documents, and the funding of money) required or permitted to be taken under this Agreement.

*****Remainder of this page intentionally left blank*****
[Signatures on the following pages]

IN WITNESS WHEREOF, Grantor and Grantee hereto have executed this Agreement as of the Effective Date.

GRANTOR:

[_],
a [_]

By: _____
Name: _____
Its: _____

GRANTEE:

CITY OF NORTH CHARLESTON,
a municipal corporation organized and existing under the laws of the State of South Carolina

By: _____
Name: _____
Its: _____

EXHIBIT A

Memorandum of Repurchase Option Agreement

STATE OF SOUTH CAROLINA	**)**	**MEMORANDUM OF**
	)	**REPURCHASE OPTION**
COUNTY OF CHARLESTON	**)**	**AGREEMENT**

THIS MEMORANDUM OF REPURCHASE OPTION AGREEMENT (this "**Memorandum**") is made and entered into as of the ___ day of _____, 20___, by and between the _____, a _____ ("**Grantor**"), and CITY OF NORTH CHARLESTON, a municipal corporation organized and existing under the laws of the State of South Carolina ("**Grantee**", and together with Grantor, the "**Parties**").

RECITALS:

WHEREAS, Grantor is the owner of the real property situated in Charleston County, South Carolina described on Exhibit A attached hereto (the "**Property**"); and

WHEREAS, pursuant to that certain Repurchase Option Agreement entered into by and between Grantor and Grantee dated as of _____, 20___ (the "**Repurchase Option Agreement**"), Grantor has granted to Grantee the option to repurchase the Property in accordance with the terms of the Option Agreement; and

WHEREAS, the parties desire to enter into this Memorandum in order to create a document for recordation in Charleston County, South Carolina.

NOW THEREFORE, in consideration of the foregoing, of the mutual promises herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending legally to be bound hereby, agree and state as follows:

1. The Repurchase Option Agreement gives and grants to Grantee, on the terms and subject to the conditions set forth therein, the option to repurchase the Property from Grantor under certain circumstances (the "**Repurchase Option**"), all as more particularly set forth and described in the Repurchase Option Agreement. Upon the termination of the Repurchase Option Agreement (according to its terms), this Memorandum shall automatically terminate and be of no further force or effect, without the need for further action by any party. Notwithstanding the automatic termination of this Memorandum, Grantor shall have the right, but not the obligation, to execute a termination for recording in the Office of the Register of Deeds for Charleston County, South Carolina.

2. This Memorandum shall in no manner whatsoever amend, modify or alter the terms and conditions of the Repurchase Option Agreement. Neither the Parties nor any other person or entity shall be entitled to rely on this Memorandum as a complete statement of the terms and conditions of the Repurchase Option Agreement; provided, however, that this Memorandum may

be relied upon for the purpose of showing that certain agreements affecting the Property do exist on the date hereof between the Parties.

3. The Repurchase Option Agreement and Grantee's interest under the Repurchase Option Agreement shall be and shall remain, at all times, in each and every respect, subject and unconditionally subordinate to any mortgage lien or related security instrument now or hereafter affecting the Property, and to any renewals, extensions, modifications, assignments, replacements, or consolidations thereof and the rights, privileges, and powers of any mortgagees or lienholders.

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

[Signatures on Following Pages]

IN WITNESS WHEREOF, Grantor and Grantee have executed this Memorandum effective as of the date first written above.

GRANTOR:

[_],
a [_]

_____
Witness No. 1

By: _____
Name: _____
Its: _____

_____
Witness No. 2 or Notary

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

ACKNOWLEDGMENT

THE FOREGOING instrument was acknowledged before me this _____ day of _____, 20___, by [_], a [_], by _____, its _____.

_____ (SEAL)
Notary Public, State of South Carolina
Notary Name Printed: _____
My Commission Expires: _____

[Signatures Continue on the Next Page]

GRANTEE:

CITY OF NORTH CHARLESTON,
a municipal corporation organized and existing
under the laws of the State of South Carolina

_____ By: _____
Witness No. 1 Name: _____
Its: _____

_____
Witness No. 2 or Notary

STATE OF SOUTH CAROLINA)
) ACKNOWLEDGMENT
COUNTY OF CHARLESTON)

THE FOREGOING instrument was acknowledged before me this _____ day of _____, 20___, by the City of North Charleston, a municipal corporation organized and existing under the laws of the State of South Carolina, by _____, its _____.

_____ (SEAL)
Notary Public, State of South Carolina
Notary Name Printed: _____
My Commission Expires: _____

EXHIBIT A

Legal Description of the Property

[To be inserted.]

SCHEDULE 1

List of Leases

1. Lease, dated September 19, 2007, between the South Carolina Department of Commerce, Division of Public Railways, as landlord, and Eagan. McAllister Associates, Inc., predecessor in interest to Science Applications International Corporation, as tenant, as amended, assigned, supplemented and otherwise modified from time to time.

2. U.S. Government Lease for Real Property, dated March 8, 2012, between South Carolina Public Railways, as landlord, and the United States of America, as tenant; as replaced by that certain U.S. Government Lease for Real Property, dated January 11, 2018, between South Carolina Department of Commerce Division of Public Railways, d/b/a Palmetto Railways, as landlord, and the United States of America, acting by and through the Department of the Navy, as tenant; as amended by that certain Amendment of Solicitation/Modification of Contract, dated September 9, 2022 and September 12, 2022, between the City of North Charleston, as landlord, and the United States of America, acting by and through the Department of the Navy, as tenant, as amended, assigned, supplemented and otherwise modified from time to time.

3. Lease, dated November 1, 2001, between the Charleston Naval Complex Redevelopment Authority, as landlord, and United States of America, acting by and through the Secretary of the Navy, as tenant, as amended, assigned, supplemented and otherwise modified from time to time.

Ordinance #2023-

AN ORDINANCE

AUTHORIZING THE MAYOR TO EXECUTE A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF NORTH CHARLESTON AND STOREHOUSE PARTNERS, LLC, POWERHOUSE PARTNERS, LLC, THREE SISTERS PARTNERS, L.P., NAVY LAND PARTNERS, L.P., NAVY INFIRMARY PARTNERS, L.P., SOUTHEASTERN VALUE PURITAN MILL, L.P., SAINT JOHNS PARTNERS, L.P., FIRE STATION PARTNERS, L.P (NAVY YARD MASTER JV, L.P.)

WHEREAS, State statutes provide that local governments and property owners may, under specified circumstances, enter into Development Agreements; and

WHEREAS, such agreements provide some assurance as to continued zoning so as to support long-range planning and investment rather than short-term focused development; and

WHEREAS, Navy Yard Master JV, L.P. has made significant commitments to the development of infrastructure and public spaces, including waterfront access for the citizens of North Charleston; and

WHEREAS, Navy Yard Master JV, L.P. has also pledged to invest significantly in attainable housing and provide opportunities for disadvantaged business enterprises; and

WHEREAS, all statutory requirements are satisfied, and Council believes the attached agreement to be mutually beneficial and in the best interest of the City's citizens and the surrounding community.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council, in Council assembled, that the Mayor be hereby authorized to execute a Development Agreement between the City of North Charleston and Storehouse Partners, LLC, Powerhouse Partners, LLC, Three Sisters Partners, L.P., Navy Land Partners, L.P., Navy Infirmary Partners, L.P., Southeastern Value Puritan Mill, L.P., Saint Johns Partners, L.P., Fire Station Partners, L.P. (Navy Yard Master JV, L.P.)with a copy of such agreement attached hereto and incorporated by reference as if set forth fully herein.

THE ABOVE ORDINANCE SHALL BECOME EFFECTIVE IMMEDIATELY UPON ITS RATIFICATION BY CITY COUNCIL.

Ordained in City Council this _____ day of December, in the Year of Our Lord, 2023, and in the 247th year of the Independence of the United States of America.

_____

R. KEITH SUMMEY, MAYOR

APPROVED AS TO FORM:

_____

LEGAL COUNSEL

ATTEST:

_____

COURTNAY HEYWARD, MUNICIPAL CLERK

NAVY BASE DEVELOPMENT AGREEMENT

by and among

STOREHOUSE PARTNERS, LLC,
a South Carolina limited liability company,

POWERHOUSE PARTNERS, LLC,
a South Carolina limited liability company,

THREE SISTERS PARTNERS, L.P.,
a Delaware limited partnership,

NAVY LAND PARTNERS, L.P.,
a Delaware limited partnership,

NAVY INFIRMARY PARTNERS, L.P.,
a Delaware limited partnership,

SOUTHEASTERN VALUE PURITAN MILL, L.P.,
a Delaware limited partnership,

SAINT JOHNS PARTNERS, L.P.,
a Delaware limited partnership,

FIRE STATION PARTNERS, L.P.,
a Delaware limited partnership,

and

THE CITY OF NORTH CHARLESTON,
a political subdivision of the State of South Carolina

dated as of [_], 2023

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EXHIBITS	
Exhibit A-1	Boundary Map of the Real Property
Exhibit A-2	Legal Descriptions of the Real Property
Exhibit A-3	Recorded Plats of Parcels Comprising the Real Property
Exhibit B-1	Navy Base Redevelopment District Ordinance
Exhibit B-2	Rezoning Ordinance
Exhibit C	Development Agreement Ordinance
Exhibit D	Conceptual Land Use Plan
Exhibit E	Development Schedule
Exhibit F	City of North Charleston Zoning Code

NAVY BASE DEVELOPMENT AGREEMENT

This DEVELOPMENT AGREEMENT (together with the Exhibits attached hereto this "***Agreement***"), is entered into effective as of [_], 2023 (the "***Effective Date***"), by and among the CITY OF NORTH CHARLESTON, a political subdivision of the State of South Carolina (the "***City***"), STOREHOUSE PARTNERS, LLC, a South Carolina limited liability company ("***Storehouse Partners***"), POWERHOUSE PARTNERS, LLC, a South Carolina limited liability company ("***Powerhouse Partners***"), THREE SISTERS PARTNERS, L.P., a Delaware limited partnership ("***Three Sisters Partners***"), NAVY LAND PARTNERS, L.P., a Delaware limited partnership ("***Navy Land Partners***"), NAVY INFIRMARY PARTNERS, L.P., a Delaware limited partnership ("***Navy Infirmary Partners***"), SOUTHEASTERN VALUE PURITAN MILL, L.P., a Delaware limited partnership ("***Southeastern Value***"), SAINT JOHNS PARTNERS, L.P., a Delaware limited partnership ("***Saint Johns Partners***"), and FIRE STATION PARTNERS, L.P., a Delaware limited partnership ("***Fire Station Partners***") (the City, Storehouse Partners, Powerhouse Partners, Three Sisters Partners, Navy Land Partners, Navy Infirmary Partners, Southeastern Value, Saint Johns Partners, and Fire Station Partners, each a "***Property Owner***" and collectively the "***Property Owners***"). The City and each of the Property Owners are sometimes singularly referred to as a "party" and are collectively referred to as the "parties" in this Agreement.

RECITALS

WHEREAS, the Property Owners are the owner of fee simple title to the real property, improvements and other structures now or hereafter located thereon in the City of North Charleston, County of Charleston, State of South Carolina (the "***Real Property***"), which Real Property is generally depicted on the boundary map attached hereto as Exhibit A-1 and incorporated herein by reference (the "***Boundary Map***"), is more particularly described in the legal descriptions contained on Exhibit A-2 attached hereto and incorporated herein by reference, and is more particularly shown on the recorded plats attached hereto as Exhibit A-3 and incorporated herein by reference; and

WHEREAS, on [_], 2023, the City Council of the City of North Charleston (the "***City Council***") adopted that certain Ordinance Creating New Section 5-4.3 of the Zoning Regulations of the City of North Charleston to Create a New Zoning District Known as Navy Base Redevelopment District (NBRD) and New Section 6-2.3 Navy Base Redevelopment District Design Standards, Ordinance #2023-010, a true and complete copy of which is attached hereto as Exhibit B-1 and incorporated herein by reference, pursuant to which the City Council modified the Zoning Code (as hereinafter defined) to create a new zoning district known and designated as "Navy Base Redevelopment District" (the "***Navy Base Redevelopment District***"), and adopted that certain Ordinance Rezoning 89 Properties on the Former Navy Base from CRD, Commercial Redevelopment; M-1, Light Industrial; M-2, Heavy Industrial; and PD, Planned Development (Navy Yard at Noisette); to NBRD, Navy Base Redevelopment (Council Districts 7 & 10), Ordinance #2023-011, a true and complete copy of which is attached hereto as Exhibit B-2 and incorporated herein by reference, pursuant to which those portions of the Real Property shown and designated as "Battery Park" and "Navy Yard" on the Boundary Map were rezoned to be within the Navy Base Redevelopment District under the Zoning Code; and

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

WHEREAS, in accordance with the Act, the City conducted public hearings regarding its consideration of this Agreement on [_], 2023, and [_], 2023; and

WHEREAS, on [_], 2023, the City Council adopted that certain [Ordinance Title], Ordinance #[_], a true and complete copy of which is attached hereto as Exhibit C and incorporated herein by reference, pursuant to which the City Council determined that this Agreement is consistent with the Comprehensive Plan (as hereinafter defined) of the City and approved this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and the mutual benefits to the parties, the parties agree as follows:

1. **The Real Property.** The Real Property, as defined below, consists of approximately 110.483 acres. The Boundary Map depicts the general location of the Real Property subject to this Agreement. A legal description of each of the parcels comprising the Real Property is set forth in Exhibit A-2, and recorded plats showing each of the parcels comprising of the Real Property are attached on Exhibit A-3. The Lots comprising the Real Property as of the Effective Date are also identified in the tax records of Charleston County, South Carolina, as follows:

Navy Yard			
Property Owner	**TMS Number**	**Approx. Acreage (Highland)**	**Parcel**
Storehouse Partners, LLC	400-00-00-055	2.17	B-1
Powerhouse Partners, LLC	400-00-00-142	3.06	B-2
Three Sisters Partners, L.P.	400-00-00-061	8.30	B-3
Navy Infirmary Partners, L.P.	400-00-00-232	9.23	B-4
Navy Land Partners, L.P.	400-00-00-243	2.27	B-5
Navy Land Partners, L.P.	400-00-00-242	1.34	B-7
Navy Land Partners, L.P.	400-00-00-240	1.38	B-8
Navy Land Partners, L.P.	400-00-00-238	2.17	B-9
Navy Land Partners, L.P.	400-00-00-231	2.22	B-10
Navy Land Partners, L.P.	400-00-00-224	6.16	B-11
Navy Land Partners, L.P.	400-00-00-239	2.18	B-12
Navy Land Partners, L.P.	400-00-00-219	1.27	B-13
Southeastern Value Puritan Mill, L.P.	400-00-00-054	1.77	B-14
Southeastern Value Puritan Mill, L.P.	400-00-00-056	1.32	B-15
Southeastern Value Puritan Mill, L.P.	400-00-00-057	1.68	B-16
Southeastern Value Puritan Mill, L.P.	400-00-00-052	3.23	B-17
Saint Johns Partners LP	400-00-00-250	1.08	B-18
Navy Land Partners, L.P.	400-00-00-160	0.09	B-19
Fire Station Partners, L.P.	400-00-00-229	2.013	B-20
Navy Land Partners, L.P.	400-00-00-233	0.32	B-21
Navy Land Partners, L.P.	400-00-00-244	3.72	B-22
Saint Johns Partners LP	400-00-00-249	3.39	B-23
		Total: 60.363	

Battery Park			
Property Owner	**TMS Number**	**Approx. Acreage (Highland)**	**Parcel**
City of North Charleston	400-00-00-047	7.28	A-1
City of North Charleston	400-00-00-065	6.49	A-2
City of North Charleston	400-00-00-072	1.34	A-3
City of North Charleston	400-00-00-071	1.69	A-4
City of North Charleston	400-00-00-217	7.06	A-5
City of North Charleston	400-00-00-109	13.7	A-6
City of North Charleston	400-00-00-218	0.24	A-7
City of North Charleston	400-00-00-129	1.229	A-8
City of North Charleston	400-00-00-058	11.078	A-9
		Total: 50.12	

2. **Definitions.** Capitalized terms not otherwise defined in the body of this Agreement shall have the following meanings:

"***Act***" has the meaning set forth in the recitals of this Agreement.

"***Agreement***" has the meaning set forth in the preamble of this Agreement.

"***Attainable Housing***" means a residential dwelling unit for which the occupants have an aggregate household income equal to or less than one hundred twenty percent (120%) of the Area Median Income.

"***Attainable Housing Requirement***" has the meaning set forth in Section 12(g) of this Agreement.

"***Area Median Income***" means the median family income, based upon applicable family size, for the Charleston-North Charleston-Summerville metropolitan statistical area as published by the United States Department of Housing and Urban Development. If the United States Department of Housing and Urban Development should no longer compile and publish such statistical information, the most similar information compiled and published by the United States Department of Housing and Urban Development, or any other branch or department of the federal government or the State of South Carolina, shall be used for the purpose of determining Area Median Income.

"***Battery Park***" means the portion of the Real Property shown and designed as "Battery Park" on the Boundary Map.

"***Battery Park Master Plan***" means the master plan for the design and development of Battery Park. As of the Effective Date, the "***Battery Park Master Plan***" shall mean and refer to that certain design plan entitled "Battery Park, North Charleston, South Carolina" prepared for the City of North Charleston by Thomas & Hutton, as Master Planning Consultants, and Thomas & Hutton and Metrocology Inc., as Design Guideline Consultants. At any time during the Term of this Agreement, Property Owners of Lots or Development Parcels within Battery Park shall be entitled to amend, revise, restate or replace the Battery Park Master Plan with the consent of the Zoning Director, such consent not to be unreasonably withheld, conditioned or delayed.

"***Battery Park POA***" has the meaning set forth in Section 12(e)(ii) of this Agreement.

"***Battery Park Restrictive Covenants***" has the meaning set forth in Section 12(e)(ii) of this Agreement.

"***Boundary Map***" has the meaning set forth in the recitals of this Agreement.

"***City***" has the meaning set forth in the preamble of this Agreement.

"***City Council***" has the meaning set forth in the recitals of this Agreement.

"***Clerk of Council***" means the Clerk of Council for the City of North Charleston.

"***Code***" or "***S.C. Code***" has the meaning set forth in the recitals of this Agreement.

"***Comprehensive Plan***" means the City of North Charleston Comprehensive Plan, as amended through the Effective Date, adopted pursuant to S.C. Code Section 6-29-510, et seq., and the "official map" adopted pursuant to S.C. Code Section 6-7-1210, et seq.

"***Conceptual Land Use Plan***" means the Conceptual Land Use Plan attached hereto as Exhibit D and incorporated herein by reference, as the same may hereafter be amended and updated in accordance with this Agreement.

"***County***" means Charleston County, South Carolina.

"***Current Regulations***" means the Comprehensive Plan and the Zoning Code.

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

"***Development Parcel***" means any tract of land on which Development may occur, including platted Lots and unplatted parcels, but excluding streets and other rights-of-way.

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

"***Development Schedule***" means the schedule and guidelines for commencement and completion of the Project attached hereto as Exhibit E and incorporated herein by reference, as the same may hereafter be amended and updated in accordance with this Agreement.

"***Effective Date***" has the meaning set forth in the preamble of this Agreement.

"***Facilities***" means major capital or community improvements including, but not limited to, roads, rights of way, transportation, sanitary sewer, solid waste, storm sewer and drainage, and potable water. Except as otherwise expressly provided in this Agreement, a Property Owner is specifically exempted from any City requirement for the provision of Facilities relating to public education, public health systems and Facilities, libraries, public housing, jails and other detention sites, courts, police and fire stations or related Facilities, and trash or garbage disposal sites; provided, however, that such exemption shall not exempt a Property Owner from payment of applicable user and impact fees for any such Facilities or from generally applicable requirements to allow access for routine garbage, recycling, trash or other services.

"***Land Development Regulations***" means ordinances and regulations enacted by the City for the regulation of any aspect of Development, including, without limitation, all zoning, subdivision, building construction, occupancy or sign regulations of the City and any other regulations controlling the Development or use of property.

"***Laws***" means all ordinances, resolutions, regulations, comprehensive plans, Land Development Regulations, policies and rules, custom and usage (formal and informal) adopted by the City affecting the Development of property, including all laws governing permitted uses of real property and improvements located thereon and laws governing design and construction standards and specifications.

"***Lot***" means a Development Parcel identified in a Subdivision Plat recorded in the office of the County Register of Deeds.

"***Municipal Facilities***" means buildings or other improvements owned or operated by the City or other applicable governmental entity and used for a governmental purpose, including, without limitation, police stations, fire stations, emergency medical and/or rescue squad stations, storm and waste treatment and storage Facilities, libraries, maintenance Facilities administrative offices, city halls, court houses, and other buildings and improvements used for a governmental purpose.

"***Navy Base Redevelopment District***" has the meaning set forth in the preamble of this Agreement.

"***Navy Yard***" means the portion of the Real Property shown and designed as "Navy Yard" on the Boundary Map.

"***Navy Yard POA***" has the meaning set forth in Section 12(e)(i) of this Agreement.

"***Navy Yard Restrictive Covenants***" has the meaning set forth in Section 12(e)(i) of this Agreement.

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

"***POA***" means one or more private property owners' association(s) that may be created pursuant to any Restrictive Covenants.

"***Project***" means the Development that will occur within and upon the Real Property, including, without limitation, any current or future Development of the Navy Yard and Battery Park.

"***Property Owner***" and "***Property Owners***" have the meanings set forth in the preamble of this Agreement and shall include their successors in interest, successors in title (as to any portion of the Real Property), and/or assigns by virtue of assignment or other instrument pursuant to Section 25 of this Agreement. When used herein with reference to a Development Parcel, Lot, or specific portion of the Real Property, "***Property Owner***" shall mean and refer to that specific person or entity that holds legal title to such Development Parcel, Lot, or specific portion of the Real Property. This definition of "***Property Owner***" shall not be understood to impose obligations, burdens, or liabilities on any of the particular persons or entities who qualify as a Property Owner for portions of the Real Property not owned by them.

"***Public Recreational Area***" means a park; garden; pier, dock, waterway landing, or marina; dog park; playground; athletic facility; or similar recreational area for use by the general public.

"***Real Property***" has the meaning set forth in the recitals of this Agreement.

"***Restrictive Covenants***" means and refers to the declaration(s) of covenants, conditions, and restrictions encumbering any portion of the Real Property that have been or will be recorded by a Property Owner.

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

"***Term***" has the meaning set forth in Section 14 of this Agreement.

"***TIF District***" means any Tax Increment Financing District enacted pursuant to S.C. Code Section 31-6-10, et. seq., and/or S.C. Code Section 31-12-10, et. seq., by the City and/or the County within which all or any portion of the Real Property is now or may hereafter be located, as the same may be amended or modified, including the Navy Base Tax Increment Financing District created under City Ordinance #2004-030 dated June 10, 2004.

"***TIF Revenue***" means any tax increment financing revenues generated with respect to any TIF District of which all or any portion of the Real Property is subject.

"***Traffic Impact Analysis***" means an assessment prepared by qualified traffic engineer that assesses the potential effects of a proposed Development on the surrounding transportation system and identifies any necessary mitigation measures to alleviate those impacts, which Traffic Impact Analysis may consider a variety of factors including, without limitation, traffic volume, vehicle

mix, speed, turning movements, and pedestrian and bicycle activity, including, without limitation, any Traffic Impact Analysis required under Section 4-18 of the Zoning Code.

"***Minority and Women Owned Business Enterprises***" means businesses that are at least fifty-one percent (51%) owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" means and refers to African-Americans, Spanish speaking, Spanish surnamed and/or Spanish-heritage Americans, Asian-Americans and American Indians. A Property Owner may rely on written representations regarding an entity's status as a Minority and Women Owned Business Enterprise in lieu of an independent investigation.

"***Zoning Code***" means the official Zoning Code and Zoning and Development Standards Map for the City of North Charleston, as amended through the Effective Date, a true, accurate and complete copy of which is attached hereto as Exhibit F and incorporated herein by reference.

"***Zoning Director***" means the Director or other appropriate officer of the Planning and Zoning Department for the City of North Charleston or their designee.

3. **Parties.** The parties to this Agreement are each of the Property Owners and the City.

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

5. **Description of the Real Property; Addition of New Property.**

(a) *Description and Depiction of the Real Property*. The Real Property that is subject to and governed by this Agreement is generally shown on Exhibit A-1 and is more particularly described on Exhibit A-2 and more particularly depicted on Exhibit A-3. The Real Property consists of a total gross acreage of approximately 111.913 acres of highland.

(b) *Addition of New Property*. A Property Owner may notify the City from time to time of property proposed to be added to the Real Property by the filing of a legal description of subsequently acquired properties with the Clerk of Council and the Zoning Director; provided, however, that no other property shall be added and made subject to this Agreement unless and until (i) the City Council has approved the addition of such subsequently acquired properties and the amendment to this Agreement relating thereto, (ii) this Agreement is duly amended to add the legal description of the subsequently acquired properties to the legal description of the Real Property in accordance with the Act, and (iii) the Conceptual Land Use Plan is duly amended, as applicable. Notwithstanding the foregoing, nothing herein shall require the City to add any property to the Real Property subject to this Agreement.

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

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

8. **Legislative Act.** Any change in the standards established by this Agreement or to Laws pertaining to the same shall require the approval of the City Council, subject to compliance with applicable statutory procedures and consistent with Section 9. This Agreement constitutes a legislative act of the City Council. The City Council adopted this Agreement only after following procedures required by the Act. This Agreement shall not be construed to create a debt of the City as referenced in Section 6-31-145 of the Act or otherwise.

9. **Applicable Land Use Regulations.**

(a) *Applicable Laws and Land Development Regulations*. Except as otherwise expressly provided in this Agreement or by the Act, the Laws applicable to Development of the Real Property are those in force at the time of execution of this Agreement and shall include all Current Regulations.

(b) *Subsequent Regulations*. The City may enact Laws or Land Development Regulations after the Effective Date, subject to the provisions of this Agreement and the Act. In the event state or federal laws or regulations are enacted after the Effective Date that prevent or preclude compliance with one or more provisions of this Agreement, including but not limited to the Conceptual Land Use Plan or the Development Schedule, the provisions of this Agreement shall be modified or suspended as may be necessary to comply with such state or federal laws or regulations. Notwithstanding anything herein to the contrary, the City shall not apply Laws or Land Development Regulations adopted after Effective Date to the Real Property or the Project during the Term of this Agreement unless the City has held a public hearing and has determined in accordance with Section 6-31-80 of the Act that: (i) the proposed, subsequent Laws or Land Development Regulations are not in conflict with the Laws or Land Development Regulations governing this Agreement and do not prevent the Development set forth in this Agreement; (ii) the proposed, subsequent Laws or Land Development Regulations are essential to the public health,

safety, or welfare and the proposed, subsequent Laws or Land Development Regulations expressly state that they apply to a development that is subject to a development agreement; (iii) the proposed, subsequent Laws or Land Development Regulations are specifically anticipated and provided for in this Agreement; (iv) the City has demonstrated that substantial changes have occurred in pertinent conditions existing at the time of approval of this Agreement, which changes, if not addressed by the City, would pose a serious threat to the public health, safety, or welfare; or (v) this Agreement is based on substantially and materially inaccurate information supplied by a Property Owner. In addition, a Property Owner shall have the sole discretionary right from time to time to consent in writing to any Laws or Land Development Regulations adopted by the City after Effective Date not otherwise enforceable under this Agreement with respect to the Real Property, which written consent shall not constitute or require an amendment to this Agreement and shall be memorialized in a written acknowledgement filed with the Zoning Director of the City, who may record the document in the office of the County Register of Deeds.

(c) *Vested Rights*. Subject to the provisions of this Agreement, all rights and prerogatives accorded to a Property Owner by this Agreement shall immediately constitute vested rights for the Development of the Real Property. This Agreement does not abrogate any rights either preserved by Section 6-31-140 of the Act, S.C. Code Section 6-29-1530, et seq. or any City ordinances adopted thereunder, or vested pursuant to common law or otherwise in the absence of a development agreement.

10. **Building Codes and Laws Other Than Land Use Regulations.** Notwithstanding any provision which may be construed to the contrary in this Agreement, each Property Owner shall comply with any and all stormwater and floodplain regulations and/or building, housing, electrical, mechanical, plumbing, gas and other standard codes adopted by the City or other governmental entity after the Effective Date, as authorized by Chapter 9 of Title 6 of the South Carolina Code. This Agreement shall not be construed to supersede or contravene the requirements of any building, housing, electrical, mechanical, plumbing, gas or other standard codes adopted by the City or other governmental entity after the Effective Date, as authorized by Chapter 9 of Title 6 of the South Carolina Code. The provisions of this Agreement are not intended, nor should they be construed in any way, to alter or amend in any way the rights, duties and privileges of the City to exercise governmental powers and pass laws not applicable to Development of the Real Property including, but not limited to, the power of eminent domain and the power to levy and collect taxes; provided, however, that Laws applicable to the Development of the Real Property shall be subject to this Agreement.

11. **Development Permits and Other Permits Needed.** The parties anticipate that the following Development Permits and other regulatory permits will be needed to complete the Development of the Project: (a) zoning permits, (b) development permits, (c) plat approvals (preliminary, conditional or final), (d) road and drainage construction plan approvals, (e) building permits, (f) certificates of occupancy, (g) county water and/or sewer development contracts, (h) land disturbance and stormwater approvals, (i) utility construction and operating permits, and (j) permits from the South Carolina Department of Health and Environmental Control, the South Carolina Department of Transportation, the U.S. Army Corps of Engineers, and the U.S. Environmental Protection Agency. The failure of this Agreement to address a particular permit, condition, term, or restriction does not relieve a Property Owner of the necessity of complying with all Laws governing permit requirements, conditions, terms, or restrictions. To the extent any

Development Permit sought by a Property Owner requires review and approval by the Zoning Director, the Property Owner shall submit its proposed plans and specifications for the applicable Facilities or improvements to the Zoning Director prior to commencement of construction. The Zoning Director shall be responsible for coordinating and compiling comments from the Planning and Zoning Department for any submitted plans and specifications, and approval of submitted plans and specifications shall not be unreasonably withheld by the Zoning Director so long as such plans and specifications conform to the Land Development Regulations and this Agreement. Except as expressly set forth herein, nothing in this Agreement shall be deemed to modify, amend, alter, or waive any of the procedures and requirements as prescribed by the City for review and approval of any Development Permits. In the event of any dispute between a Property Owner and the City with respect to the issuance of any Development Permits or the approval of any plans and specifications, the Zoning Director and the Property Owner shall meet and attempt to resolve such dispute.

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

(a) *Uses and Development.*

(i) Current Regulations. The Current Regulations shall apply to the Real Property during the Term of this Agreement. Except as otherwise provided herein, all land uses permitted under the Current Regulations shall be permitted with respect to any current or future Development of the Real Property, subject to the standards, requirements and other criteria for Development established under the Current Regulations. For the avoidance of doubt, the standards and requirements, if any, governing population density, building intensity, building height, minimum area, width, depth, height, wall separation, setback, yardage and other restrictions on the size, shape or design of a Lot or buildings or other improvements located thereon shall be as provided in the Current Regulations to which the applicable portions of the Real Property are subject.

(ii) Historic Preservation. The parties acknowledge and agree that all or certain portions of the Real Property or the improvements located thereon are or may become listed on the National Register of Historic Places or are otherwise subject to regulation by the United States National Park Service, the South Carolina State Historic Preservation Office, or other applicable governmental entities. In accordance with Section 6-31-60(A)(9) of the Act, all improvements and other Development of the Real Property shall comply with the requirements, regulations, covenants, and other criteria governing the preservation and restoration of historic properties located on the Real Property as may be established or enforceable by the United States National Park Service, the South Carolina State Historic Preservation Office, or other applicable governmental entities. Each Property Owner agrees to install such archeological buffers as may be required by any applicable governmental entities and will take appropriate steps in the event areas of archeological significance are discovered during the Development of the Real Property.

(b) *Open Space*. Each Property Owner agrees that certain portions of the Real Property shall be preserved for use as Open Space. In accordance with the Zoning Code and as set forth in the Conceptual Land Use Plan, a minimum of three percent (3.0%) of the land comprising the Real Property shall be used as Open Space. Each Property Owner acknowledges and agrees that one or more Lots designated as Open Space shall be used as Public Recreational

Areas. To the extent consistent with the applicable Laws authorizing and governing any TIF District, expenses incurred by a Property Owner for the Development of Open Space may be financed or reimbursed, in whole or in part, with TIF Revenue. Subject to the prior approval of the City or other applicable governmental entity in their sole discretion and in compliance with applicable Laws, any Lot used as a Public Recreational Area may be dedicated, conveyed or donated to the City or other applicable governmental entity. The City or other applicable governmental entity to which a Lot used as a Public Recreational Area is dedicated, conveyed or donated may, but shall not be required to, contract with other Property Owners or their affiliates for the management, maintenance and/or operation of such Lot, subject to the mutual agreement of the parties to terms and conditions for the management, maintenance and/or operation of such Lot, including fees and reimbursement of expenses.

(c) *Facilities, Services and Public Uses*. Subject to compliance with applicable Laws, all provisions of this Agreement and prior approval of construction plans by the City or other applicable governmental entities, the City hereby authorizes each Property Owner, on its own or through its affiliated companies, to install all necessary or desired Facilities on the Real Property. To the extent consistent with the applicable Laws authorizing and governing any TIF District, expenses incurred by a Property Owner for the Development of Facilities serving all or any portion of the Real Property may be financed or reimbursed, in whole or in part, with TIF Revenue. Notwithstanding any provision herein to the contrary, each Property Owner hereby covenants and agrees that adequate Facilities shall be available commensurate to and concurrent with the impacts of Development of the Real Property. The parties acknowledge and agree that provision of the following Facilities, when combined with typical services and resources to be provided by the City or other applicable governmental entities, adequately provide for the public health, safety, and welfare as contemplated by Section 6-31-60(A)(8) of the Act:

(i) Rights-of-Way and Easements. A Property Owner shall, at its expense, Develop and provide such roads, rights of way and other transportation-related infrastructure Facilities within the Real Property owned by such Property Owner pursuant to and in accordance with the Current Regulations, all applicable Laws, and, as applicable, any Traffic Impact Analysis obtained with respect to such Facilities. Any roads, rights of way and other transportation-related infrastructure Facilities with standards that are dictated by federal, state or County Laws must also be constructed according to such respective standards. In addition, all roads, rights of way and other transportation-related infrastructure Facilities constructed within Battery Park shall conform in all material respects with the design concepts established in the Battery Park Master Plan. Any roads, rights of way and other transportation-related infrastructure Facilities may be transferred by a Property Owner to the City or other applicable governmental entities, subject to proper dedication and acceptance by the City or other applicable entities. If required by the City or other applicable governmental entities in their sole discretion, a Property Owner shall (A) obtain a Traffic Impact Analysis for any proposed roads, rights of way or other transportation-related infrastructure Facilities to be developed within the Project and/or any proposed buildings or other improvements within the Project to be afforded access to or use of such roads, rights of way or other transportation-related infrastructure Facilities; and (B) develop such proposed roads, rights of way or other transportation-related infrastructure Facilities within the Project and/or any such buildings or other improvements within the Project afforded access to or use of such roads, rights of way or other transportation-related infrastructure Facilities in accordance with any requirements or criteria in the Traffic Impact Analysis as may be required by

the City or other applicable governmental entities. To the extent required under this Section 12(c)(i), a Property Owner may obtain and deliver a comprehensive Traffic Impact Analysis for all of the Real Property or multiple Development Parcels located therein. The City or other applicable governmental entities shall be entitled to require that an updated Traffic Impact Analysis be provided in the event that any proposed Development or use of the Real Property materially deviates from an existing Traffic Impact Analysis.

(ii) Water and Sewer. Subject to approval by the South Carolina Department of Health and Environmental Control, the service and Facilities for water and sewer shall be provided by Charleston Water System and/or North Charleston Sewer District at the standard rates and tap fees for residential and commercial users in the applicable service area.

(iii) Acceptance of Facilities. The Facilities described in this Section 12(c) may be accepted by the appropriate governmental entity upon tender by a Property Owner provided said Facilities are built in accordance with the specifications and regulations approved by such governmental entity and provided further that the Facilities are in good condition and not subject to any monetary lien.

(iv) Municipal Facilities. At the election of the City exercised in its sole and absolute discretion at any time during the Term of this Agreement, one or more of the Lots (or portions thereof) shall be reserved for the Development of Municipal Facilities. The maximum square footage of the buildings and other improvements that the City may require to be Developed by Property Owners other than the City for use as Municipal Facilities shall not exceed ten thousand (10,000) square feet in the aggregate. Responsibility for the design, construction and cost of Development for any Lot to be developed for Municipal Facilities may be borne in whole or in part by the City, the Property Owner and/or third parties, as may hereafter be agreed by and between the City, the Property Owner, any applicable third parties. Subject to the prior approval of the City or other applicable governmental entity and compliance with applicable Laws, any Lot developed for any Municipal Facilities may be dedicated, conveyed or donated to the City or other applicable governmental entity.

(d) *Tax Increment Financing*. The City and each Property Owner acknowledge and agree that all or certain portions of the Real Property subject to this Agreement are now or may hereafter be included in a TIF District. To the extent consistent with the applicable Laws authorizing and governing any TIF District, the City covenants and agrees (i) to approve the financing or reimbursement using TIF Revenue of all applicable Development activities (including, but not limited to, initial demolition of the existing buildings (but excluding construction of private buildings and other improvements), clearing and grading of land, construction of public roads, sidewalks, utility infrastructure, drainage infrastructure, traffic lights, streetscape, parks, Open Space, Facilities, and Public Recreational Areas, and administrative costs incurred by any Property Owner for the construction of any of the foregoing improvements eligible for financing or reimbursement with TIF Revenue, to include an administrative fee in an amount equal to three percent (3.0%) of the costs incurred by such Property Owner for the construction of any of the foregoing qualifying improvements) completed by a Property Owner within any TIF District now or hereafter administered by the City, and (ii) to reimburse each Property Owner with TIF Revenue for the cost of such Development activities to the extent the same qualify for financing or reimbursement, in whole or in part, through any such TIF District. The City and each

Property Owner agree to use best efforts to satisfy any conditional requirements for the use of TIF Revenue to provide financing or reimbursement of all applicable Development activities undertaken on the Real Property. The City covenants and agrees to provide good faith support for any future proposed amendment to S.C. Code Section 31-6-10, et. seq., and/or S.C. Code Section 31-12-10, et. seq., that would allow for the application of TIF Revenue to finance the Development of workforce or affordable housing on the Real Property and/or extend the time period during which bonds or other municipal obligations may be issued with respect to TIF Revenue derived from any TIF District applicable to the Real Property.

(e) *Restrictive Covenants; POA.* Except as otherwise provided in this Section 12(e), a Property Owner shall be entitled, but not required, to (i) subject all or any portion of the Real Property to Restrictive Covenants to impose certain covenants, conditions, and restrictions for the purpose of maintaining the value, character and integrity of such Real Property, preserving the quality of the natural amenities of such Real Property, preventing any owner or any other persons from building or carrying on certain activity in such Real Property to the detriment of any other owners, and/or keeping property values of such Real Property high, stable and in a state of reasonable appreciation; and (ii) establish a POA to govern and enforce any such Restrictive Covenants. The expiration of the Term of this Agreement shall have no effect on the validity, authority or effectiveness of any Restrictive Covenants except as may be specifically provided for therein. Except with respect to any Open Space or Facilities that are transferred or conveyed to the City or other applicable governmental entities in accordance with this Agreement, ownership and responsibility for maintenance and operation of any Open Space or Facilities may be transferred to a POA as provided in any Restrictive Covenants. Subject in all respects to the Current Regulations, a Property Owner may establish landscaping, architecture, design and other building standards pursuant to any Restrictive Covenants, which may be enforceable by the POA in accordance with such Restrictive Covenants. Notwithstanding anything in this Agreement to the contrary, the Property Owners of the Navy Yard and Battery Park shall establish Restrictive Covenants and a POA for the following portions of the Real Property as hereinafter set forth:

(i) Restrictive Covenants and POA for Navy Yard. The applicable Property Owners of the Navy Yard shall subject such portions of the Real Property to Restrictive Covenants (the "***Navy Yard Restrictive Covenants***") to be recorded with the office of the County Register of Deeds and establish a POA for the governance and enforcement of the Navy Yard Restrictive Covenants (the "***Navy Yard POA***"). Membership in the Navy Yard POA will be mandatory for any owner of a Lot or Development Parcel within the Navy Yard, except with respect to any portion of the Navy Yard owned, conveyed, leased, dedicated, or otherwise transferred to the City or other applicable governmental entity. Notwithstanding anything in this Agreement to the contrary, no Lot or Development Parcel within the Navy Yard that is owned, conveyed, leased, dedicated, or otherwise transferred to the City or other applicable governmental entity shall be governed by the Navy Yard Restrictive Covenants unless and until the City or such other applicable governmental entity has elected, in its sole discretion, to become a member of the Navy Yard POA and to subject such Lot or Development Parcel to the Navy Yard Restrictive Covenants. In the event the City or other applicable governmental entity elects to subject a Lot or Development Parcel to the Navy Yard Restrictive Covenants, (A) all buildings and other improvements to be Developed on such Lot or Development Parcel shall comply with the design principles governing the review and approval of improvements established under the Navy Yard Restrictive Covenants, and (B) such Lot or Development Parcel shall be exempt from assessments

or other fees payable to the Navy Yard POA under the Navy Yard Restrictive Covenants for the period of time when such Lot or Development Parcel is owned, conveyed, leased, dedicated, or otherwise transferred to the City or other applicable governmental entity. The Navy Yard POA will be funded by dues to be established in the Navy Yard Restrictive Covenants. The Navy Yard POA's responsibility will be to manage the affairs of the Navy Yard POA, including the enforcement of the Navy Yard Restrictive Covenants and the maintenance of private common areas. Property Owners within the Navy Yard may also establish individual POAs for certain portions of the Real Property within the Navy Yard; provided, however, no such individual POA shall have jurisdiction over any portion of the Navy Yard that is conveyed, leased, dedicated to, or otherwise transferred to the City or other applicable governmental entity. The Navy Yard Restrictive Covenants shall establish design principles governing the review and approval of all buildings and other improvements to be located within the Navy Yard. Such design principles shall be approved by the Zoning Director or its designee prior to adoption by the Navy Yard POA and shall be used and administered by the Navy Yard POA for the evaluation of individual projects reviewed by the Navy Yard POA (or any architectural review board established thereunder). At least one (1) staff member from the Planning and Zoning Department, Building Department, or Public Works Department for the City or other appropriate City official shall be appointed as a voting member to any architectural review board established under the Navy Yard POA. A Property Owner may submit the written approval or consent from the Navy Yard POA (or any architectural review board established thereunder) for the design of individual projects in the Navy Yard with applications for Development Permits, and the Zoning Director or other municipal departments of the City shall be entitled to rely on such approval or consent when issuing applicable Development Permits.

(ii) Restrictive Covenants and POA for Battery Park. Following the conveyance of all or any portion of the Real Property within Battery Park from the City to any third-party Property Owner, the applicable Property Owners shall cause such portions of the Real Property conveyed by the City to be subjected to Restrictive Covenants (the "***Battery Park Restrictive Covenants***") to be recorded with the office of the County Register of Deeds and establish a POA for the governance and enforcement of the Battery Park Restrictive Covenants (the "***Battery Park POA***"). Membership in the Battery Park POA will be mandatory for any owner of a Lot or Development Parcel within the Battery Park, except with respect to any portion of the Battery Park owned, conveyed, leased, dedicated, or otherwise transferred to the City or other applicable governmental entity. Notwithstanding anything in this Agreement to the contrary, no Lot or Development Parcel within Battery Park that is owned, conveyed, leased, dedicated, or otherwise transferred to the City or other applicable governmental entity shall be governed by the Battery Park Restrictive Covenants unless and until the City or such other applicable governmental entity has elected, in its sole discretion, to become a member of the Battery Park POA and to subject such Lot or Development Parcel to the Battery Park Restrictive Covenants. In the event the City or other applicable governmental entity elects to subject a Lot or Development Parcel to the Battery Park Restrictive Covenants, (A) all buildings and other improvements to be Developed on such Lot or Development Parcel shall comply with the design principles governing the review and approval of improvements established under the Battery Park Restrictive Covenants, and (B) such Lot or Development Parcel shall be exempt from assessments or other fees payable to the Battery Park POA under the Battery Park Restrictive Covenants for the period of time when such Lot or Development Parcel is owned, conveyed, leased, dedicated, or otherwise transferred to the City or other applicable governmental entity. The Battery Park POA will be funded by dues to be

established in the Battery Park Restrictive Covenants. The Battery Park POA's responsibility will be to manage the affairs of the Battery Park POA, including the enforcement of the Battery Park Restrictive Covenants and the maintenance of private common areas. Property Owners within Battery Park may also establish individual POAs for certain portions of the Real Property within Battery Park; provided, however, no such individual POA shall have jurisdiction over any portion of Battery Park that is conveyed, leased, dedicated to, or otherwise transferred to the City or other applicable governmental entity. The Battery Park Restrictive Covenants shall establish design principles governing the review and approval of all buildings and other improvements to be located within the Battery Park. Such design principles shall be approved by the Zoning Director or its designee prior to adoption by the Battery Park POA and shall be used and administered by the Battery Park POA for the evaluation of individual projects reviewed by the Battery Park POA (or any architectural review board established thereunder). At least one (1) staff member from the Planning and Zoning Department, Building Department, or Public Works Department for the City or other appropriate City official shall be appointed as a voting member to any architectural review board established under the Battery Park POA. A Property Owner may submit the written approval or consent from the Battery Park POA (or any architectural review board established thereunder) for the design of individual projects in Battery Park with applications for Development Permits, and the Zoning Director or other municipal departments of the City shall be entitled to rely on such approval or consent when issuing applicable Development Permits.

(f) *Public Grants and Financing*. The City covenants and agrees to use good faith efforts to apply for any federal, state or other public sources of grants or other financing identified by a Property Owner that can be used to provide funding or reimbursement for any applicable Development of the Real Property, provided the Development to be funded or reimbursed by such federal, state or other public sources of grants or other financing is in the best interest of the City, as determined by the City in its commercially reasonable discretion.

(g) *Attainable Housing*. The City and each Property Owner recognize the increasing need for Attainable Housing in the City of North Charleston. Each Property Owner covenants and agrees to use commercially reasonable efforts to cause Attainable Housing to be Developed on certain portions of the Real Property to the extent required under this Section 12(g), and in consideration thereof, the City may develop reasonable incentives to support the Development of Attainable Housing. Upon the full and final completion of the Development of the entire Project, the aggregate number of residential dwelling units located in the Navy Yard and Battery Park that constitute Attainable Housing shall be no less than seventeen percent (17%) percent of the total number of all residential dwelling units located in Battery Park (the "***Attainable Housing Requirement***"). The applicable residential dwelling units located in the Navy Yard and Battery Park shall be subject to the Attainable Housing Requirement for a period of twenty (20) years commencing on the initial lease date for each such unit. The Attainable Housing Requirement shall be applied on a cumulative basis to the aggregate total of all residential dwelling units located in the Navy Yard and Battery Park. Nothing herein shall prevent or prohibit the relocation, replacement, or reduction (of the overall percentage) of Attainable Housing on the Real Property from time to time, provided that the overall percentage of Attainable Housing located in the Navy Yard and Battery Park complies with the Attainable Housing Requirement following the full and final completion of the Development of the entire Project. The Planning and Zoning Department for the City shall verify compliance with the Attainable Housing requirements set forth herein.

(h) *Employment Opportunities.* Each Property Owner recognizes the importance of providing the citizens of the City of North Charleston the opportunity for gainful employment and future advancement in the immediate City area and of affording Minority and Women Owned Business Enterprises the opportunity to participate in the Development of the Project. In furtherance of the foregoing, each Property Owner covenants and agrees to use commercially reasonable efforts to afford City-based contractors and businesses and Minority and Women Owned Business Enterprises from the Charleston metropolitan area the maximum practicable opportunity to participate in the Development and future operation of the Project.

13. **Conceptual Plan and Schedule of Project Development.** Due to the flexible nature of uses and uncertainty of market demand, the Property Owners are not able to predetermine specific land uses, densities or completion dates for the Development of the Project. Notwithstanding the foregoing, the Conceptual Land Use Plan provides an illustrative, conceptual master plan of the proposed uses of the Navy Yard and Battery Park following the Development thereof, and the Development Schedule provides a hypothetical schedule for the commencement and completion of Development of the Navy Yard and Battery Park. The applicable Property Owners shall use diligent, good faith efforts to develop the Real Property in accordance with the Conceptual Land Use Plan and the Development Schedule, as the same may be amended or updated by such Property Owners in the future to reflect actual market absorption. The parties acknowledge and agree that the long-term nature of the Project prevents the Property Owners from providing specific land uses, densities or completion dates for the Development of the Project and that the initial general parameters for the Development of certain portions of the Real Property as of the Effective Date are set forth in the Conceptual Land Use Plan and the Development Schedule. Pursuant to the Act, the failure of a Property Owner to develop the Real Property in strict accordance with the Conceptual Land Use Plan and the Development Schedule shall not, in and of itself, constitute a material breach of this Agreement. In such event, the failure of a Property Owner to develop the Real Property in strict accordance with the Conceptual Land Use Plan and the Development Schedule shall be judged by the totality of circumstances, including, but not limited to, a Property Owner's good faith efforts to comply with the Conceptual Land Use Plan and the Development Schedule. The Conceptual Land Use Plan and Development Schedule are for planning and forecasting tools only and shall not be interpreted as mandating specific land uses for any portion of the Real Property or a schedule for the completion of Development of the Project. The fact that actual Development may take place at a different pace, based on future market forces, is expected and shall not be considered a default hereunder. Periodic adjustments to the Conceptual Land Use Plan and the Development Schedule, which may be submitted unilaterally by a Property Owner in the future, shall not be considered a material amendment or breach of this Agreement. Development of the Project will be deemed to have commenced on the Effective Date. The Property Owners of the Navy Yard and Battery Park project that, during the years after the Effective Date, Development of the Project for the applicable portions of the Real Property will occur as set forth in the Development Schedule. The Property Owners project that the Project will be substantially completed (i.e., essentially all improvements, structures and amenities erected and/or all necessary infrastructure in place to serve the intended uses) on or prior to the year 2049. Nothing in this Section 13 shall be interpreted to extend the Term of this Agreement.

14. **Term of this Agreement.** The term of this Agreement (the "***Term***") shall be for an initial period of five (5) years commencing on the Effective Date, subject to renewal in

accordance with this Section 14. Unless the Zoning Director (or its designee) has determined in any periodic review of the Project undertaken in accordance with Section 17 that a Property Owner has breached or failed to comply with this Agreement in any material respect beyond the applicable notice and cure period, the Zoning Director (or its designee) is authorized to approve two (2) successive renewals of the Term of this Agreement for a period of five (5) years each (such approval not to be unreasonably withheld, conditioned or delayed) upon written request by a Property Owner prior to the expiration of the then-current Term. Nothing in this Agreement shall be interpreted to preclude the parties from extending the Term by mutual agreement or from entering into subsequent development agreements so long as a Property is in compliance with this Agreement.

15. **Amendment or Cancellation of this Agreement.** Subject to the provisions of Section 6-31-80 of the Act, this Agreement may be amended or canceled in whole or in part only by written mutual consent of the parties or by their successors in interest. In the event this Agreement is to be amended only with respect to certain portions and not all of the Real Property, such amendment shall require only the consent of those Property Owner(s) with a legal and/or equitable interest in the portion of the Real Property affected by such amendment. Any amendment to this Agreement shall comply with the provisions of the Act. Any term or condition of this Agreement requiring consent or approval of one of the parties shall not require amendment of this Agreement unless the text of this Agreement or the Act expressly requires amendment. Whenever said consent or approval of either party is required, the same shall not be unreasonably withheld, conditioned or delayed. A major modification or amendment of this Agreement shall occur only after public notice and a public hearing by the City and a vote of the City Council. Any amendment or written modification of this Agreement shall be recorded with the office of the County Register of Deeds by the applicable Property Owner within fourteen (14) days following execution.

16. **Modification or Suspension of this Agreement.** In the event state or federal laws or regulations prevent or preclude compliance with one or more provisions of this Agreement, the pertinent provisions of this Agreement shall be modified or suspended as may be necessary to comply with the state or federal laws or regulations.

17. **Periodic Review.** The Zoning Director or their designee shall review the Project and this Agreement at least once every twelve (12) months, at which time the Property Owners shall demonstrate good-faith compliance with the terms of this Agreement. If, as a result of its periodic review or at any other time, the City finds and determines that a Property Owner has committed a material breach of the terms or conditions of this Agreement, the City shall serve notice in writing upon such Property Owner setting forth with reasonable particularity the nature of the breach and the evidence supporting the finding and determination and providing such Property Owner a reasonable time in which to cure the breach. If such Property Owner fails to cure any material breach within the time given, then the City unilaterally may terminate or modify this Agreement; provided that the City has first given such Property Owner the opportunity: (a) to rebut the City's finding and determination, or (b) to consent to amend this Agreement to meet the concerns of the City with respect to the findings and determinations. In the event that this Agreement has been partially assigned, each Property Owner shall be required to demonstrate compliance with regard to only the portion of the Real Property in which such Property Owner has a legal or equitable interest and any termination by the City for failure to comply shall apply only to the applicable Property Owner and portion of the Real Property.

18. **Severability.** Subject to the provisions of Section 6-31-150 of the Act, if any word, phrase, sentence, paragraph or provision of this Agreement shall be finally adjudicated to be invalid, void, or illegal, it shall be deleted and in no way affect, impair, or invalidate any other provision hereof.

19. **Merger.** This Agreement, coupled with all schedules and exhibits attached hereto which are incorporated herein by reference, shall state the final and complete expression of the parties' intentions. In return for the respective rights, benefits, and burdens undertaken by the parties, each Property Owner shall be, and is hereby, relieved of obligations imposed by future land development laws, ordinances and regulations, except those which may be specifically provided for herein. The parties hereto agree to cooperate with each other to effectuate the provisions of this Agreement and to act reasonably and expeditiously in all performances required under this Agreement. In the event of any legal action instituted by a third party or other governmental entity or official challenging the validity of any provision of this Agreement, the parties hereby agree to cooperate in defending such action.

20. **Governing Law.** The laws of the State of South Carolina shall govern the interpretation, validity, performance and enforcement of this Agreement (without reference to choice of law principles).

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

22. **Recording.** Within fourteen (14) days after the Effective Date, the Property Owners shall record this Agreement with the office of the County Register of Deeds. The burdens of this Agreement are binding upon, and the benefits of this Agreement shall inure to, all successors in interest and assigns of the parties to this Agreement.

23. **Third Parties.** Notwithstanding any provision in this Agreement to the contrary, this Agreement shall not be binding and shall have no force or effect as to persons or entities who are not parties or successors and assigns to this Agreement.

24. **City Approval of Agreement.** The City Council has approved this Agreement under the process set forth in Section 6-31-50 of the Act on the terms and conditions set forth in this Agreement.

25. **Successors and Assigns.** This Agreement shall be binding on the successors and assigns of each Property Owner in the ownership or Development of any portion of the Real Property or the Project. A purchaser, lessee or other successor in interest of any portion of the Real Property shall be solely responsible for performance of the Property Owner's obligations hereunder as to the portion or portions of the Real Property so transferred and shall be entitled to the benefits under this Agreement as to the portion or portions of the Real Property so transferred. This Section 25 shall not be construed to prevent a Property Owner from obtaining indemnification of liability to the City from third parties. A Property Owner shall not be required to notify the City or obtain the City's consent with regard to the sale, lease or conveyance of Lots located within the Real Property that have been platted and approved in accordance with the terms of this Agreement. A Property Owner shall be released from obligations under this Agreement upon the sale, lease or conveyance of Lots located within the Real Property as to the Lots so conveyed. This Agreement shall also be binding on the City and all future City Councils for the duration of the Term of this Agreement, even if the members of the City Council and/or mayor of the City change.

26. **Transfers of the Project.** A Property Owner shall be entitled to convey all or any portion of the Real Property to a purchaser and assign its rights and obligations under this Agreement, subject to the following conditions:

(a) *Notice of Property Transfer*. If a Property Owner transfers all or a portion of the Real Property to a purchaser who, by virtue of assignment or other instrument, becomes the "Property Owner" with respect to such portion of the Real Property under and within the meaning of this Agreement, such Property Owner shall notify the City within thirty (30) days of the transfer and provide it a copy of the assignment of such status as the "Property Owner."

(b) *Transfer of Facilities and Service Obligations*. If a Property Owner transfers to an unrelated third party any portion of the Real Property on which such Property Owner is required to provide and/or construct certain public Facilities or provide certain public amenities, then such Property Owner shall be required to obtain a written agreement from the purchaser expressly assuming all such separate responsibilities and obligations with regard to the parcel conveyed, and such Property Owner shall provide a copy of such agreement to the City.

(c) *Mortgage Lenders*. Notwithstanding anything to the contrary contained in this Agreement, the terms, conditions and exceptions to transfer contained in this Section 26 shall not apply: (i) to any mortgage lender either as the result of foreclosure of any mortgage secured by any portion of the Real Property or any other transfer in lieu of foreclosure; (ii) to any third party purchaser at such a foreclosure; or (iii) to any third party purchaser of such mortgage lender's interest subsequent to the mortgage lender's acquiring ownership of any portion of the Real Property as set forth above. Furthermore, nothing contained herein shall prevent, hinder or delay any transfer of any portion of the Real Property to any such mortgage lender or subsequent purchaser. Except as set forth herein, any such mortgage lender or subsequent purchaser shall be bound by and shall receive the benefits from this Agreement as the successor in title to a Property Owner.

(d) *Release of Property Owner.* In the event of the sale or other conveyance of all or a portion of the Real Property and compliance with the conditions set forth therein, the Property Owner shall be released from any further obligations with respect to this Agreement as to the portion of Real Property so conveyed, and the transferee shall be substituted as "Property Owner" under this Agreement as to the portion of the Real Property so conveyed.

27. **Estoppel Certificate.** Upon request in writing from any Property Owner or its successors or assigns to the City, sent by certified or registered mail or publicly licensed message carrier, return receipt requested, the City will provide a certificate in recordable form that, solely with respect to the portion of the Real Property described in the request, there are no violations or breaches of this Agreement, except as otherwise described in the Certificate. The City will respond to such a request within thirty (30) days and may employ such professional consultants, municipal, county and state agencies and staff as may be necessary to assure the truth and completeness of the statements in the certificate. The reasonable costs and disbursements of private consultants will be paid by the person making the request. The certificate issued by the City will be binding on the City in accordance with the facts and statements contained therein as of its date and may be relied upon by all persons having notice thereof. No claim or action to enforce compliance with this Agreement may be brought against a Property Owner or its assignees properly holding rights hereunder, alleging any violation of the terms and covenants affecting such portion of the Real Property except as otherwise described in the certificate. If the City does not respond to such request within thirty (30) days of the time of its receipt, the portion of the Real Property described in the request will be deemed in compliance with all of the covenants and terms of this Agreement. A certificate of such conclusion may be recorded by a Property Owner, including a copy of the request and the notice of receipt and it shall be binding on the City as of its date. Such notice shall have the same effect as a certificate issued by the City under this Section 27.

28. **General Terms and Conditions.**

(a) *Agreement to Run with the Land.* This Agreement shall be recorded against the Real Property. The terms, conditions, covenants and agreements contained herein shall be deemed to run with the land comprising the Real Property.

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

(c) *Mutual Releases*. At the time of, and subject to (i) the expiration of any applicable appeal period with respect to the approval of this Agreement without any appeal having been filed or (ii) the final determination of any court upholding this Agreement, whichever occurs later, and excepting the parties' respective rights and obligations under this Agreement, each Property Owner, on behalf of itself and its partners, officers, directors, employees, agents, attorneys, and consultants, hereby releases the City, the members of the City Council, and the City's officials, employees, agents, attorneys and consultants, and the City, on behalf of itself, the members of the City Council, and the City's officials, employees, agents, attorneys and consultants, hereby releases each Property Owner and their partners, officers, directors, employees, agents, attorneys and consultants, from and against any and all claims, demands,

liabilities, costs, expenses of whatever nature, whether known or unknown, and whether liquidated or contingent, arising on or before the date of this Agreement in connection with the Real Property or the application, processing or approval of the Project; provided, however, that each party shall not be released from its continuing obligation to comply with the law, including the Current Regulations.

(d) *State and Federal Law*. The parties agree, intend, and understand that the obligations imposed by this Agreement are only such as are consistent with state and federal law. In the event state or federal laws or regulations prevent or preclude compliance with one or more provisions of this Agreement, the provisions of this Agreement shall be modified or suspended as may be necessary to comply with state or federal laws or regulations. The parties further agree that if any provision of this Agreement is declared invalid, this Agreement shall be deemed amended to the extent necessary to make it consistent with state or federal law, as the case may be, and the balance of this Agreement shall remain in full force and effect.

(e) *No Waiver*. Failure of any party to this Agreement to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such party to exercise at some future time said right or any other right it may have hereunder. Unless this Agreement is amended by vote of the City Council by resolution, no officer, official or agent of the City has the power to amend, modify or alter this Agreement or waive any of its conditions as to bind the City by making any promise or representation contained herein. Any amendments are subject to Section 15 of this Agreement.

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

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

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

(i) *Notices*. Unless specifically stated otherwise in this Agreement, all notices, demands, consents, approvals, waivers, or other communications (each a "***Notice***" and collectively the "***Notices***") shall be in writing and delivered to the City or a Property Owner at the addresses set forth below by one of the following methods: (i) personal delivery, whereby delivery is deemed to have occurred at the time of delivery; (ii) overnight delivery by a nationally recognized overnight courier company, whereby delivery is deemed to have occurred the business day following deposit with the courier; or (iii) registered or certified mail, postage-prepaid, return receipt requested, whereby delivery is deemed to have occurred on the third business day following

deposit with the United States Postal Service. Any party may, by notice given in accordance with this Section 28(i), designate a different address or person for receipt of all communications or notices. Unless changed in accordance with this Section 28(i), the addresses for the parties with respect to any notices, demands, consents, approvals, waivers, or other communications shall be as follows:

If to the City:

City of North Charleston
Attn: Mayor
2500 City Hall Lane
North Charleston, SC 29406

With a copy to:

City of North Charleston
Attn: Legal Department
2500 City Hall Lane
North Charleston, SC 29406

If to a Property Owner:

[Name of Property Owner]
c/o Navy Yard Charleston
Attn: Ned Miller
1360 Truxtun Ave., Suite 200
North Charleston, SC 29405

With a copy to:

[Name of Property Owner]
c/o Jamestown, L.P.
Attn: General Counsel
Ponce City Market, 7th Floor
675 Ponce de Leon Avenue, NE
Atlanta, GA 30308

And a copy to:

[Name of Property Owner]
c/o Jamestown, L.P.
Attn: Asset Manager, Storehouse
Ponce City Market, 7th Floor
675 Ponce de Leon Avenue, NE
Atlanta, GA 30308

And a copy to:

Haynsworth Sinkler Boyd, P.A.
Attn: James H. Suddeth III
134 Meeting Street, Third Floor
Charleston, SC 29401

(j) *Counterpart Execution of Agreement*. This Agreement may be executed by the parties in separate counterparts, each of which when so executed and delivered shall be an original for all purposes, but all such counterparts shall together constitute but one and the same instrument.

*****Remainder of Page Intentionally Left Blank*****
[Signatures on the Following Pages]

IN WITNESS WHEREOF, this Agreement has been executed, delivered and sealed by the undersigned Property Owner to be effective as of the Effective Date.

STOREHOUSE PARTNERS, LLC,
a South Carolina limited liability company

By: Storehouse Investors, LLC,
a South Carolina limited liability company
Its: Managing Member

By: The Cogswell Company, LLC,
a South Carolina limited liability company
Its: Member

By: _____(SEAL)
Name: William S. Cogswell, Jr.
Its: Managing Member

_____
Witness No. 1

_____
Witness No. 2 or Notary

STATE OF SOUTH CAROLINA)
) **ACKNOWLEDGMENT**
COUNTY OF CHARLESTON)

I, the undersigned Notary Public for the State of South Carolina, do hereby certify that William S. Cogswell, Jr., Managing Member of The Cogswell Company, LLC, a South Carolina limited liability company, a Member of Storehouse Investors, LLC, a South Carolina limited liability company, the Managing Member of Storehouse Partners, LLC, a South Carolina limited liability company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this _____ day of _____, 20____.

_____(SEAL)
Notary Public, State of South Carolina
Notary Name Printed: _____
My Commission Expires: _____

*****Remainder of Page Intentionally Left Blank*****
[Signatures Continue on Following Pages]

STOREHOUSE PARTNERS, LLC,
a South Carolina limited liability company

By: Storehouse Investors, LLC,
a South Carolina limited liability company
Its: Managing Member

_____
Witness No. 1

_____
Witness No. 2 or Notary

By: McLeod LLC,
a Florida limited liability company
Its: Member

By: _____(SEAL)
Name: James M. Weaver, Jr.
Its: Manager

STATE OF SOUTH CAROLINA)
) **ACKNOWLEDGMENT**
COUNTY OF CHARLESTON)

I, the undersigned Notary Public for the State of South Carolina, do hereby certify that James M. Weaver, Jr., Manager of McLeod LLC, a Florida limited liability company, a Member of Storehouse Investors, LLC, a South Carolina limited liability company, the Managing Member of Storehouse Partners, LLC, a South Carolina limited liability company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this _____ day of _____, 20____.

_____(SEAL)
Notary Public, State of South Carolina
Notary Name Printed: _____
My Commission Expires: _____

*****Remainder of Page Intentionally Left Blank*****
[Signatures Continue on Following Pages]

STOREHOUSE PARTNERS, LLC,
a South Carolina limited liability company

_____
Witness No. 1

By: Storehouse Investors, LLC,
a South Carolina limited liability company
Its: Managing Member

_____
Witness No. 2 or Notary

By: _____
David Woodbery, as Co-Trustee of
The Greater Good Trust, a Georgia trust
Its: Member

STATE OF _____)
)
COUNTY OF _____)

ACKNOWLEDGMENT

I, the undersigned Notary Public for the State of _____, do hereby certify that David Woodbery, Co-Trustee of The Greater Good Trust, a Georgia trust, a Member of Storehouse Investors, LLC, a South Carolina limited liability company, the Managing Member of Storehouse Partners, LLC, a South Carolina limited liability company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this _____ day of _____, 20____.

_____(SEAL)
Notary Public, State of _____
Notary Name Printed: _____
My Commission Expires: _____

*****Remainder of Page Intentionally Left Blank*****
[Signatures Continue on Following Pages]

STOREHOUSE PARTNERS, LLC,
a South Carolina limited liability company

By: Storehouse Investors, LLC,
a South Carolina limited liability company
Its: Managing Member

_____
Witness No. 1

_____
Witness No. 2 or Notary

By: Jamestown, L.P.,
a Delaware limited partnership
Its: Member

By: Jamestown Properties, LLC,
a Delaware limited liability company
Its: General Partner

By: _____(SEAL)
Matt Bronfman
Its: Authorized Signatory

STATE OF _____)
)
COUNTY OF _____)

ACKNOWLEDGMENT

I, the undersigned Notary Public for the State of _____, do hereby certify that Matt Bronfman, Authorized Signatory of Jamestown Properties, LLC, a Delaware limited liability company, the General Partner of Jamestown, L.P., a Delaware limited partnership, a Member of Storehouse Investors, LLC, a South Carolina limited liability company, the Managing Member of Storehouse Partners, LLC, a South Carolina limited liability company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this _____ day of _____, 20____.

_____(SEAL)
Notary Public, State of _____
Notary Name Printed: _____
My Commission Expires: _____

*****Remainder of Page Intentionally Left Blank*****
[Signatures Continue on Following Pages]

IN WITNESS WHEREOF, this Agreement has been executed, delivered and sealed by the undersigned Property Owner to be effective as of the Effective Date.

POWERHOUSE PARTNERS, LLC,
a South Carolina limited liability company

_____
Witness No. 1

By: _____(SEAL)
James M. Weaver, Jr.
Its: Authorized Signatory

_____
Witness No. 2 or Notary

STATE OF SOUTH CAROLINA)
) **ACKNOWLEDGMENT**
COUNTY OF CHARLESTON)

I, the undersigned Notary Public for the State of South Carolina, do hereby certify that James M. Weaver, Jr., Authorized Signatory of Powerhouse Partners, LLC, a South Carolina limited liability company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this _____ day of _____, 20____.

_____(SEAL)
Notary Public, State of South Carolina
Notary Name Printed: _____
My Commission Expires: _____

*****Remainder of Page Intentionally Left Blank*****
[Signatures Continue on Following Pages]

POWERHOUSE PARTNERS, LLC,
a South Carolina limited liability company

_____
Witness No. 1

By: _____(SEAL)
William S. Cogswell, Jr.
Its: Authorized Signatory

_____
Witness No. 2 or Notary

STATE OF SOUTH CAROLINA)
) **ACKNOWLEDGMENT**
COUNTY OF CHARLESTON)

I, the undersigned Notary Public for the State of South Carolina, do hereby certify that William S. Cogswell, Jr., Authorized Signatory of Powerhouse Partners, LLC, a South Carolina limited liability company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this _____ day of _____, 20____.

_____(SEAL)
Notary Public, State of South Carolina
Notary Name Printed: _____
My Commission Expires: _____

*****Remainder of Page Intentionally Left Blank*****
[Signatures Continue on Following Pages]

POWERHOUSE PARTNERS, LLC,
a South Carolina limited liability company

By: _____(SEAL)
Dana Griffin
Its: Authorized Signatory

_____
Witness No. 1

_____
Witness No. 2 or Notary

STATE OF _____)
) **ACKNOWLEDGMENT**
COUNTY OF _____)

I, the undersigned Notary Public for the State of _____, do hereby certify that Dana Griffin, Authorized Signatory of Powerhouse Partners, LLC, a South Carolina limited liability company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this _____ day of _____, 20____.

_____(SEAL)
Notary Public, State of _____
Notary Name Printed: _____
My Commission Expires: _____

*****Remainder of Page Intentionally Left Blank*****
[Signatures Continue on Following Pages]

IN WITNESS WHEREOF, this Agreement has been executed, delivered and sealed by the undersigned Property Owner to be effective as of the Effective Date.

THREE SISTERS PARTNERS, L.P.,
a Delaware limited partnership

_____
Witness No. 1

By: Three Sisters Partners GP, L.P.,
a Delaware limited partnership
Its: General Partner

_____
Witness No. 2 or Notary

By: Navy Yard Master GP, LLC,
a Delaware limited liability company
Its: General Partner

By: _____(SEAL)
James M. Weaver, Jr.
Its: Authorized Signatory

STATE OF SOUTH CAROLINA)
) **ACKNOWLEDGMENT**
COUNTY OF CHARLESTON)

I, the undersigned Notary Public for the State of South Carolina, do hereby certify that James M. Weaver, Jr., Authorized Signatory of Navy Yard Master GP, LLC, a Delaware limited liability company, the General Partner of Three Sisters Partners GP, L.P., a Delaware limited partnership, the General Partner of Three Sisters Partners, L.P., a Delaware limited partnership, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this _____ day of _____, 20____.

_____(SEAL)
Notary Public, State of South Carolina
Notary Name Printed: _____
My Commission Expires: _____

*****Remainder of Page Intentionally Left Blank*****
[Signatures Continue on Following Pages]

THREE SISTERS PARTNERS, L.P.,
a Delaware limited partnership

By: Three Sisters Partners GP, L.P.,
a Delaware limited partnership
Its: General Partner

By: Navy Yard Master GP, LLC,
a Delaware limited liability company
Its: General Partner

By: _____(SEAL)
Dana Griffin
Its: Authorized Signatory

_____
Witness No. 1

_____
Witness No. 2 or Notary

STATE OF _____)
)
COUNTY OF _____)

ACKNOWLEDGMENT

I, the undersigned Notary Public for the State of _____, do hereby certify that Dana Griffin, Authorized Signatory of Navy Yard Master GP, LLC, a Delaware limited liability company, the General Partner of Three Sisters Partners GP, L.P., a Delaware limited partnership, the General Partner of Three Sisters Partners, L.P., a Delaware limited partnership, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this _____ day of _____, 20____.

_____(SEAL)
Notary Public, State of _____
Notary Name Printed: _____
My Commission Expires: _____

*****Remainder of Page Intentionally Left Blank*****
[Signatures Continue on Following Pages]

IN WITNESS WHEREOF, this Agreement has been executed, delivered and sealed by the undersigned Property Owner to be effective as of the Effective Date.

NAVY LAND PARTNERS, L.P.,
a Delaware limited partnership

By: Navy Land Partners GP, L.P.,
a Delaware limited partnership
Its: General Partner

By: Navy Yard Master GP, LLC,
a Delaware limited liability company
Its: General Partner

By: _____(SEAL)
James M. Weaver, Jr.
Its: Authorized Signatory

_____
Witness No. 1

_____
Witness No. 2 or Notary

STATE OF SOUTH CAROLINA)
) **ACKNOWLEDGMENT**
COUNTY OF CHARLESTON)

I, the undersigned Notary Public for the State of South Carolina, do hereby certify that James M. Weaver, Jr., Authorized Signatory of Navy Yard Master GP, LLC, a Delaware limited liability company, the General Partner of Navy Land Partners GP, L.P., a Delaware limited partnership, the General Partner of Navy Land Partners, L.P., a Delaware limited partnership, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this _____ day of _____, 20____.

_____(SEAL)
Notary Public, State of South Carolina
Notary Name Printed: _____
My Commission Expires: _____

*****Remainder of Page Intentionally Left Blank*****
[Signatures Continue on Following Pages]

NAVY LAND PARTNERS, L.P.,
a Delaware limited partnership

By: Navy Land Partners GP, L.P.,
a Delaware limited partnership
Its: General Partner

_____
Witness No. 1

_____
Witness No. 2 or Notary

By: Navy Yard Master GP, LLC,
a Delaware limited liability company
Its: General Partner

By: _____(SEAL)
Dana Griffin
Its: Authorized Signatory

STATE OF _____)
)
COUNTY OF _____)

ACKNOWLEDGMENT

I, the undersigned Notary Public for the State of _____, do hereby certify that Dana Griffin, Authorized Signatory of Navy Yard Master GP, LLC, a Delaware limited liability company, the General Partner of Navy Land Partners GP, L.P., a Delaware limited partnership, the General Partner of Navy Land Partners, L.P., a Delaware limited partnership, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this _____ day of _____, 20____.

_____(SEAL)
Notary Public, State of _____
Notary Name Printed: _____
My Commission Expires: _____

*****Remainder of Page Intentionally Left Blank*****
[Signatures Continue on Following Pages]

IN WITNESS WHEREOF, this Agreement has been executed, delivered and sealed by the undersigned Property Owner to be effective as of the Effective Date.

NAVY INFIRMARY PARTNERS, L.P.,
a Delaware limited partnership

By: Navy Infirmary Partners GP, L.P.,
a Delaware limited partnership
Its: General Partner

By: Navy Yard Master GP, LLC,
a Delaware limited liability company
Its: General Partner

By: _____(SEAL)
James M. Weaver, Jr.
Its: Authorized Signatory

_____
Witness No. 1

_____
Witness No. 2 or Notary

STATE OF SOUTH CAROLINA)
) **ACKNOWLEDGMENT**
COUNTY OF CHARLESTON)

I, the undersigned Notary Public for the State of South Carolina, do hereby certify that James M. Weaver, Jr., Authorized Signatory of Navy Yard Master GP, LLC, a Delaware limited liability company, the General Partner of Navy Infirmary Partners GP, L.P., a Delaware limited partnership, the General Partner of Navy Infirmary Partners, L.P., a Delaware limited partnership, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this _____ day of _____, 20____.

_____(SEAL)
Notary Public, State of South Carolina
Notary Name Printed: _____
My Commission Expires: _____

*****Remainder of Page Intentionally Left Blank*****
[Signatures Continue on Following Pages]

NAVY INFIRMARY PARTNERS, L.P.,
a Delaware limited partnership

By: Navy Infirmary Partners GP, L.P.,
a Delaware limited partnership
Its: General Partner

By: Navy Yard Master GP, LLC,
a Delaware limited liability company
Its: General Partner

By: _____(SEAL)
Dana Griffin
Its: Authorized Signatory

_____
Witness No. 1

_____
Witness No. 2 or Notary

STATE OF _____)
)
COUNTY OF _____)

ACKNOWLEDGMENT

I, the undersigned Notary Public for the State of _____, do hereby certify that Dana Griffin, Authorized Signatory of Navy Yard Master GP, LLC, a Delaware limited liability company, the General Partner of Navy Infirmary Partners GP, L.P., a Delaware limited partnership, the General Partner of Navy Infirmary Partners, L.P., a Delaware limited partnership, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this _____ day of _____, 20____.

_____(SEAL)
Notary Public, State of _____
Notary Name Printed: _____
My Commission Expires: _____

*****Remainder of Page Intentionally Left Blank*****
[Signatures Continue on Following Pages]

IN WITNESS WHEREOF, this Agreement has been executed, delivered and sealed by the undersigned Property Owner to be effective as of the Effective Date.

SOUTHEASTERN VALUE PURITAN MILL, L.P.,
a Delaware limited partnership

_____
Witness No. 1

By: 71011 Storehouse Row GP, LLC,
a South Carolina limited liability company
Its: General Partner

_____
Witness No. 2 or Notary

By: _____(SEAL)
James M. Weaver, Jr.
Its: Sole Member

STATE OF SOUTH CAROLINA)
) **ACKNOWLEDGMENT**
COUNTY OF CHARLESTON)

I, the undersigned Notary Public for the State of South Carolina, do hereby certify that James M. Weaver, Jr., the Sole Member of 71011 Storehouse Row GP, LLC, a South Carolina limited liability company, a General Partner of Southeastern Value Puritan Mill, L.P., a Delaware limited partnership, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this _____ day of _____, 20____.

_____(SEAL)
Notary Public, State of South Carolina
Notary Name Printed: _____
My Commission Expires: _____

*****Remainder of Page Intentionally Left Blank*****
[Signatures Continue on Following Pages]

SOUTHEASTERN VALUE PURITAN MILL, L.P.,
a Delaware limited partnership

By: JT Navy Yard Master GP, LLC,
a Delaware limited liability company
Its: General Partner

By: Jamestown Properties, LLC,
a Delaware limited liability company
Its: Sole Member

By: _____(SEAL)
Matt Bronfman
Its: Authorized Signatory

_____
Witness No. 1

_____
Witness No. 2 or Notary

STATE OF _____)
)
COUNTY OF _____)

ACKNOWLEDGMENT

I, the undersigned Notary Public for the State of _____, do hereby certify that Matt Bronfman, Authorized Signatory of Jamestown Properties, LLC, a Delaware limited liability company, the Sole Member of JT Navy Yard Master GP, LLC, a Delaware limited liability company, a General Partner of Southeastern Value Puritan Mill, L.P., a Delaware limited partnership, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this _____ day of _____, 20____.

_____(SEAL)
Notary Public, State of _____
Notary Name Printed: _____
My Commission Expires: _____

*****Remainder of Page Intentionally Left Blank*****
[Signatures Continue on Following Pages]

IN WITNESS WHEREOF, this Agreement has been executed, delivered and sealed by the undersigned Property Owner to be effective as of the Effective Date.

SAINT JOHNS PARTNERS, L.P.,
a Delaware limited partnership

By: Saint Johns Partners GP, L.P.,
a Delaware limited partnership
Its: General Partner

By: Navy Yard Master GP, LLC,
a Delaware limited liability company
Its: General Partner

By: _____(SEAL)
James M. Weaver, Jr.
Its: Authorized Signatory

_____
Witness No. 1

_____
Witness No. 2 or Notary

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

ACKNOWLEDGMENT

I, the undersigned Notary Public for the State of South Carolina, do hereby certify that James M. Weaver, Jr., Authorized Signatory of Navy Yard Master GP, LLC, a Delaware limited liability company, the General Partner of Saint Johns Partners GP, L.P., a Delaware limited partnership, the General Partner of Saint Johns Partners, L.P., a Delaware limited partnership, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this _____ day of _____, 20____.

_____(SEAL)
Notary Public, State of South Carolina
Notary Name Printed: _____
My Commission Expires: _____

*****Remainder of Page Intentionally Left Blank*****
[Signatures Continue on Following Pages]

SAINT JOHNS PARTNERS, L.P.,
a Delaware limited partnership

By: Saint Johns Partners GP, L.P.,
a Delaware limited partnership
Its: General Partner

By: Navy Yard Master GP, LLC,
a Delaware limited liability company
Its: General Partner

By: _____(SEAL)
Dana Griffin
Its: Authorized Signatory

_____
Witness No. 1

_____
Witness No. 2 or Notary

STATE OF _____)
)
COUNTY OF _____)

ACKNOWLEDGMENT

I, the undersigned Notary Public for the State of _____, do hereby certify that Dana Griffin, Authorized Signatory of Navy Yard Master GP, LLC, a Delaware limited liability company, the General Partner of Saint Johns Partners GP, L.P., a Delaware limited partnership, the General Partner of Saint Johns Partners, L.P., a Delaware limited partnership, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this _____ day of _____, 20____.

_____(SEAL)
Notary Public, State of _____
Notary Name Printed: _____
My Commission Expires: _____

*****Remainder of Page Intentionally Left Blank*****
[Signatures Continue on Following Pages]

IN WITNESS WHEREOF, this Agreement has been executed, delivered and sealed by the undersigned Property Owner to be effective as of the Effective Date.

FIRE STATION PARTNERS, L.P.,
a Delaware limited partnership

By: Fire Station Partners GP, L.P.,
a Delaware limited partnership
Its: General Partner

By: Navy Yard Master GP, LLC,
a Delaware limited liability company
Its: General Partner

By: _____(SEAL)
James M. Weaver, Jr.
Its: Authorized Signatory

_____
Witness No. 1

_____
Witness No. 2 or Notary

STATE OF SOUTH CAROLINA)
) **ACKNOWLEDGMENT**
COUNTY OF CHARLESTON)

I, the undersigned Notary Public for the State of South Carolina, do hereby certify that James M. Weaver, Jr., Authorized Signatory of Navy Yard Master GP, LLC, a Delaware limited liability company, the General Partner of Fire Station Partners GP, L.P., a Delaware limited partnership, the General Partner of Fire Station Partners, L.P., a Delaware limited partnership, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this _____ day of _____, 20____.

_____(SEAL)
Notary Public, State of South Carolina
Notary Name Printed: _____
My Commission Expires: _____

*****Remainder of Page Intentionally Left Blank*****
[Signatures Continue on Following Pages]

FIRE STATION PARTNERS, L.P.,
a Delaware limited partnership

By: Fire Station Partners GP, L.P.,
a Delaware limited partnership
Its: General Partner

By: Navy Yard Master GP, LLC,
a Delaware limited liability company
Its: General Partner

By: _____(SEAL)
Dana Griffin
Its: Authorized Signatory

_____
Witness No. 1

_____
Witness No. 2 or Notary

STATE OF _____)
)
COUNTY OF _____)

ACKNOWLEDGMENT

I, the undersigned Notary Public for the State of _____, do hereby certify that Dana Griffin, Authorized Signatory of Navy Yard Master GP, LLC, a Delaware limited liability company, the General Partner of Fire Station Partners GP, L.P., a Delaware limited partnership, the General Partner of Fire Station Partners, L.P., a Delaware limited partnership, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this _____ day of _____, 20____.

_____(SEAL)
Notary Public, State of _____
Notary Name Printed: _____
My Commission Expires: _____

*****Remainder of Page Intentionally Left Blank*****
[Signatures Continue on Following Pages]

IN WITNESS WHEREOF, this Agreement has been executed, delivered and sealed by the City to be effective as of the Effective Date.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

THE CITY:

THE CITY OF NORTH CHARLESTON,
a political subdivision of the State of South Carolina

_____

By: _____(SEAL)
Name: _____
Its: _____

_____

STATE OF SOUTH CAROLINA)
) **ACKNOWLEDGMENT**
COUNTY OF CHARLESTON)

I, the undersigned Notary Public for the State of South Carolina, do hereby certify that _____, as _____ of **THE CITY OF NORTH CHARLESTON**, a political subdivision of the State of South Carolina, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this _____ day of _____, 20___.

_____(SEAL)
Notary Public, State of South Carolina
Notary Name Printed _____
My Commission Expires: _____

EXHIBIT A-1

Boundary Map of the Real Property

[Attached]

N

Not to Scale

Navy Base Development Agreement

Boundary Map – All Real Property

Area	Portion of Real Property	Approx. Acreage (Highland)
A	Battery Park	50.12
B	Navy Yard	60.363
		Total: +/- 110.483

N

Not to Scale

Navy Base Development Agreement

Battery Park

Boundary Map with Parcels

Parcel	TMS Number	Approx. Acreage (Highland)
A-1	400-00-00-047	7.28
A-2	400-00-00-065	6.49
A-3	400-00-00-072	1.34
A-4	400-00-00-071	1.69
A-5	400-00-00-217	7.06
A-6	400-00-00-109	13.7
A-7	400-00-00-218	0.24
A-8	400-00-00-129	1.229
A-9	400-00-00-058	11.078
		Total: 50.12

Not to Scale

N

Navy Base Development Agreement

Navy Yard

Boundary Map with Parcels

Parcel	TMS Number	Approx. Acreage (Highland)
B-1	400-00-00-055	2.17
B-2	400-00-00-142	3.06
B-3	400-00-00-061	8.3
B-4	400-00-00-232	9.23
B-5	400-00-00-243	2.27
B-7	400-00-00-242	1.34
B-8	400-00-00-240	1.38
B-9	400-00-00-238	2.17
B-10	400-00-00-231	2.22
B-11	400-00-00-224	6.16
B-12	400-00-00-239	2.18
B-13	400-00-00-219	1.27
B-14	400-00-00-054	1.77
B-15	400-00-00-056	1.32
B-16	400-00-00-057	1.68
B-17	400-00-00-052	3.23
B-18	400-00-00-250	1.08
B-19	400-00-00-160	0.09
B-20	400-00-00-229	2.013
B-21	400-00-00-233	0.32
B-22	400-00-00-244	3.72
B-23	400-00-00-249	3.39
		Total: 60.363

EXHIBIT A-2

Legal Descriptions of the Real Property

NAVY YARD

Storehouses 8 and 9

All that certain piece, parcel or tract of land, together with the buildings and improvements thereon, situate, lying and being in the City of North Charleston, County of Charleston, State of South Carolina, containing **2.168 acres,** more or less, being part of the former Charleston Naval Base, and being shown as "**LOT D**" on a plat by Forsberg Engineering & Surveying, Inc. entitled "Subdivision Plat Of TMS 400-00-00-045 Into Lots A, B, C, D, E & F, City of North Charleston Former Navy Base Complex Charleston County South Carolina", dated January 27, 2003, revised February 18, 2003 and recorded April 2, 2003 in **Plat Book EG, at Page 276** in the ROD Office for Charleston County, and having such location, buttings, boundings, courses and distances as by reference to said plat will more fully appear.

TMS No. 400-00-00-055

AND ALSO

Powerhouse

All that certain piece, parcel or lot of land, together with any improvements thereon, situate, lying and being in the City of North Charleston, County of Charleston, State of South Carolina, containing 3.06 ACRES, being a part of the former Charleston Naval Base and being more particularly shown and delineated as "NEW PARCEL A – 3.06 TOTAL ACRES" on a plat prepared by CDM Smith, entitled "PLAT SHOWING THE SUBDIVISION AND COMBINING OF A PORTION OF TMS 400-00-00-142 (2.18 AC.) WITH A PORTION OF TMS 400-00-00-042 (0.88 AC.) CREATING A NEW PARCEL A (3.06 AC.) AND COMBINING A PORTION OF TMS 400-00-00-142 (0.07 ACRES) WITH TMS 400-00-00-042 FOR A RESIDUAL OF TMS 400-00-00-042 OF (9.87 ACRES)," dated May 18, 2017, last revised August 23, 2017, and recorded August 25, 2017, in **Plat Book S17, at Page 0200**, in the RMC Office for Charleston County, SC. Said property having such location, buttings, boundings, courses and distances as by reference to said plat will more fully appear.

TMS# 400-00-00-142

AND ALSO

Three Sisters

All that certain piece, parcel or tract of land, together with the buildings and improvements thereon, situate, lying and being in the City of North Charleston, County of Charleston, State of South Carolina, containing **8.302 acres,** more or less, being part of the former Charleston Naval Base, and being shown as "**PARCEL F**" on a plat by Thomas & Hutton Engineering Co. dated October 27, 2020, revised January 28, 2021, entitled "Plat Of A Portion Of The Former Charleston Navy

Base Consisting of 53.038 Ac. Creating Parcels C, D, E, F & F.1, G, G.1, G.2 & G.3, H, I, J, K, L, N & O From TMS#(S) 400-00-00-160 & 400-00-00-219 and the Adjustment of the Property Lines of TMS#(S) 400-00-00-(232, 230, 061, 060, 238, 231, 233, 239, & 224) City of North Charleston Charleston County, South Carolina owned by South Carolina Department of Commerce Division of Public Railways", recorded April 9, 2021, in **Plat Book L21, at Pages 0123-0127** in the ROD Office for Charleston County, and having such location, buttings, boundings, courses and distances as by reference to said plat will more fully appear.

TMS 400-00-00-061

AND ALSO

Old Infirmary

All that certain piece, parcel or tract of land, together with the buildings and improvements thereon, situate, lying and being in the City of North Charleston, County of Charleston, State of South Carolina, containing **9.226 acres,** more or less, being part of the former Charleston Naval Base, and being shown as "**PARCEL D**" on a plat by Thomas & Hutton Engineering Co. dated October 27, 2020, revised January 28, 2021, entitled "Plat Of A Portion Of The Former Charleston Navy Base Consisting of 53.038 Ac. Creating Parcels C, D, E, F & F.1, G, G.1, G.2 & G.3, H, I, J, K, L, N & O From TMS#(S) 400-00-00-160 & 400-00-00-219 and the Adjustment of the Property Lines of TMS#(S) 400-00-00-(232, 230, 061, 060, 238, 231, 233, 239, & 224) City of North Charleston Charleston County, South Carolina owned by South Carolina Department of Commerce Division of Public Railways", recorded April 9, 2021, in **Plat Book L21, at Pages 0123-0127** in the ROD Office for Charleston County, and having such location, buttings, boundings, courses and distances as by reference to said plat will more fully appear.

TMS 400-00-00-232

AND ALSO

Parcel N

All that certain piece, parcel or tract of land, together with the buildings and improvements thereon, situate, lying and being in the City of North Charleston, County of Charleston, State of South Carolina, containing **2.274 acres,** more or less, being part of the former Charleston Naval Base, and being shown as "**PARCEL N**" on a plat by Thomas & Hutton Engineering Co. dated October 27, 2020, revised January 28, 2021, entitled "Plat Of A Portion Of The Former Charleston Navy Base Consisting of 53.038 Ac. Creating Parcels C, D, E, F & F.1, G, G.1, G.2 & G.3, H, I, J, K, L, N & O From TMS#(S) 400-00-00-160 & 400-00-00-219 and the Adjustment of the Property Lines of TMS#(S) 400-00-00-(232, 230, 061, 060, 238, 231, 233, 239, & 224) City of North Charleston Charleston County, South Carolina owned by South Carolina Department of Commerce Division of Public Railways", recorded April 9, 2021, in **Plat Book L21, at Pages 0123-0127** in the ROD Office for Charleston County, and having such location, buttings, boundings, courses and distances as by reference to said plat will more fully appear.

TMS #400-00-00-243

AND ALSO

Parcel F.1

All that certain piece, parcel or tract of land, together with the buildings and improvements thereon, situate, lying and being in the City of North Charleston, County of Charleston, State of South Carolina, containing **1.336 acres,** more or less, being part of the former Charleston Naval Base, and being shown as "**PARCEL F.1**" on a plat by Thomas & Hutton Engineering Co. dated October 27, 2020, revised January 28, 2021, entitled "Plat Of A Portion Of The Former Charleston Navy Base Consisting of 53.038 Ac. Creating Parcels C, D, E, F & F.1, G, G.1, G.2 & G.3, H, I, J, K, L, N & O From TMS#(S) 400-00-00-160 & 400-00-00-219 and the Adjustment of the Property Lines of TMS#(S) 400-00-00-(232, 230, 061, 060, 238, 231, 233, 239, & 224) City of North Charleston Charleston County, South Carolina owned by South Carolina Department of Commerce Division of Public Railways", recorded April 9, 2021, in **Plat Book L21, at Pages 0123-0127** in the ROD Office for Charleston County, and having such location, buttings, boundings, courses and distances as by reference to said plat will more fully appear.

TMS #400-00-00-242

AND ALSO

Parcel G.1

All that certain piece, parcel or tract of land, together with the buildings and improvements thereon, situate, lying and being in the City of North Charleston, County of Charleston, State of South Carolina, containing **0.315 acres,** more or less, being part of the former Charleston Naval Base, and being shown as "**PARCEL G.1**" on a plat by Thomas & Hutton Engineering Co. dated October 27, 2020, revised January 28, 2021, entitled "Plat Of A Portion Of The Former Charleston Navy Base Consisting of 53.038 Ac. Creating Parcels C, D, E, F & F.1, G, G.1, G.2 & G.3, H, I, J, K, L, N & O From TMS#(S) 400-00-00-160 & 400-00-00-219 and the Adjustment of the Property Lines of TMS#(S) 400-00-00-(232, 230, 061, 060, 238, 231, 233, 239, & 224) City of North Charleston Charleston County, South Carolina owned by South Carolina Department of Commerce Division of Public Railways", recorded April 9, 2021, in **Plat Book L21, at Pages 0123-0127** in the ROD Office for Charleston County, and having such location, buttings, boundings, courses and distances as by reference to said plat will more fully appear.

TMS #400-00-00-233

AND ALSO

Parcel H

All that certain piece, parcel or tract of land, together with the buildings and improvements thereon, situate, lying and being in the City of North Charleston, County of Charleston, State of South Carolina, containing **2.165 acres,** more or less, being part of the former Charleston Naval Base,

and being shown as "**PARCEL H**" on a plat by Thomas & Hutton Engineering Co. dated October 27, 2020, revised January 28, 2021, entitled "Plat Of A Portion Of The Former Charleston Navy Base Consisting of 53.038 Ac. Creating Parcels C, D, E, F & F.1, G, G.1, G.2 & G.3, H, I, J, K, L, N & O From TMS#(S) 400-00-00-160 & 400-00-00-219 and the Adjustment of the Property Lines of TMS#(S) 400-00-00-(232, 230, 061, 060, 238, 231, 233, 239, & 224) City of North Charleston Charleston County, South Carolina owned by South Carolina Department of Commerce Division of Public Railways", recorded April 9, 2021, in **Plat Book L21, at Pages 0123-0127** in the ROD Office for Charleston County, and having such location, buttings, boundings, courses and distances as by reference to said plat will more fully appear.

TMS #400-00-00-238

AND ALSO

Parcel I

All that certain piece, parcel or tract of land, together with the buildings and improvements thereon, situate, lying and being in the City of North Charleston, County of Charleston, State of South Carolina, containing **2.222 acres,** more or less, being part of the former Charleston Naval Base, and being shown as "**PARCEL I**" on a plat by Thomas & Hutton Engineering Co. dated October 27, 2020, revised January 28, 2021, entitled "Plat Of A Portion Of The Former Charleston Navy Base Consisting of 53.038 Ac. Creating Parcels C, D, E, F & F.1, G, G.1, G.2 & G.3, H, I, J, K, L, N & O From TMS#(S) 400-00-00-160 & 400-00-00-219 and the Adjustment of the Property Lines of TMS#(S) 400-00-00-(232, 230, 061, 060, 238, 231, 233, 239, & 224) City of North Charleston Charleston County, South Carolina owned by South Carolina Department of Commerce Division of Public Railways", recorded April 9, 2021, in **Plat Book L21, at Pages 0123-0127** in the ROD Office for Charleston County, and having such location, buttings, boundings, courses and distances as by reference to said plat will more fully appear.

TMS #400-00-00-231

AND ALSO

Parcel J

All that certain piece, parcel or tract of land, together with the buildings and improvements thereon, situate, lying and being in the City of North Charleston, County of Charleston, State of South Carolina, containing **6.161 acres,** more or less, being part of the former Charleston Naval Base, and being shown as "**PARCEL J**" on a plat by Thomas & Hutton Engineering Co. dated October 27, 2020, revised January 28, 2021, entitled "Plat Of A Portion Of The Former Charleston Navy Base Consisting of 53.038 Ac. Creating Parcels C, D, E, F & F.1, G, G.1, G.2 & G.3, H, I, J, K, L, N & O From TMS#(S) 400-00-00-160 & 400-00-00-219 and the Adjustment of the Property Lines of TMS#(S) 400-00-00-(232, 230, 061, 060, 238, 231, 233, 239, & 224) City of North Charleston Charleston County, South Carolina owned by South Carolina Department of Commerce Division of Public Railways", recorded April 9, 2021, in **Plat Book L21, at Pages**

0123-0127 in the ROD Office for Charleston County, and having such location, buttings, boundings, courses and distances as by reference to said plat will more fully appear.

TMS #400-00-00-224

AND ALSO

Parcel K

All that certain piece, parcel or tract of land, together with the buildings and improvements thereon, situate, lying and being in the City of North Charleston, County of Charleston, State of South Carolina, containing **2.181 acres,** more or less, being part of the former Charleston Naval Base, and being shown as "**PARCEL K**" on a plat by Thomas & Hutton Engineering Co. dated October 27, 2020, revised January 28, 2021, entitled "Plat Of A Portion Of The Former Charleston Navy Base Consisting of 53.038 Ac. Creating Parcels C, D, E, F & F.1, G, G.1, G.2 & G.3, H, I, J, K, L, N & O From TMS#(S) 400-00-00-160 & 400-00-00-219 and the Adjustment of the Property Lines of TMS#(S) 400-00-00-(232, 230, 061, 060, 238, 231, 233, 239, & 224) City of North Charleston Charleston County, South Carolina owned by South Carolina Department of Commerce Division of Public Railways", recorded April 9, 2021, in **Plat Book L21, at Pages 0123-0127** in the ROD Office for Charleston County, and having such location, buttings, boundings, courses and distances as by reference to said plat will more fully appear.

TMS #400-00-00-239

AND ALSO

Parcel L

All that certain piece, parcel or tract of land, together with the buildings and improvements thereon, situate, lying and being in the City of North Charleston, County of Charleston, State of South Carolina, containing **1.271 acres,** more or less, being part of the former Charleston Naval Base, and being shown as "**PARCEL L**" on a plat by Thomas & Hutton Engineering Co. dated October 27, 2020, revised January 28, 2021, entitled "Plat Of A Portion Of The Former Charleston Navy Base Consisting of 53.038 Ac. Creating Parcels C, D, E, F & F.1, G, G.1, G.2 & G.3, H, I, J, K, L, N & O From TMS#(S) 400-00-00-160 & 400-00-00-219 and the Adjustment of the Property Lines of TMS#(S) 400-00-00-(232, 230, 061, 060, 238, 231, 233, 239, & 224) City of North Charleston Charleston County, South Carolina owned by South Carolina Department of Commerce Division of Public Railways", recorded April 9, 2021, in **Plat Book L21, at Pages 0123-0127** in the ROD Office for Charleston County, and having such location, buttings, boundings, courses and distances as by reference to said plat will more fully appear.

TMS #400-00-00-219

AND ALSO

Parcel G.2

All that certain piece, parcel or tract of land, together with the buildings and improvements thereon, situate, lying and being in the City of North Charleston, County of Charleston, State of South Carolina, containing **1.375 acres,** more or less, being part of the former Charleston Naval Base, and being shown as "**PARCEL G.2**" on a plat by Thomas & Hutton Engineering Co. dated October 27, 2020, revised January 28, 2021, entitled "Plat Of A Portion Of The Former Charleston Navy Base Consisting of 53.038 Ac. Creating Parcels C, D, E, F & F.1, G, G.1, G.2 & G.3, H, I, J, K, L, N & O From TMS#(S) 400-00-00-160 & 400-00-00-219 and the Adjustment of the Property Lines of TMS#(S) 400-00-00-(232, 230, 061, 060, 238, 231, 233, 239, & 224) City of North Charleston Charleston County, South Carolina owned by South Carolina Department of Commerce Division of Public Railways", recorded April 9, 2021, in **Plat Book L21, at Pages 0123-0127** in the ROD Office for Charleston County, and having such location, buttings, boundings, courses and distances as by reference to said plat will more fully appear.

TMS #400-00-00-240

AND ALSO

Storehouse No. 7

All that certain piece, parcel or lot of land, together with the buildings and improvements thereon, situate, lying and being in the City of North Charleston, County of Charleston, State of South Carolina, containing **1.766 ACRES**, more or less, being part of the former Charleston Naval Base and being more particularly shown and delineated as "**LOT C**" on a plat prepared by Forsberg Engineering and Surveying, Inc., entitled "SUBDIVISION PLAT TMS 400-00-00-045 INTO LOTS A, B, C, D, E, & F CITY OF NORTH CHARLESTON FORMER NAVY BASE COMPLEX CHARLESTON COUNTY SOUTH CAROLINA" dated January 27, 2003, last revised February 18, 2003 and recorded April 2, 2003 in **Plat Book EG at page 276**, in the ROD Office for Charleston County, SC. Said property having such location, buttings, boundings, courses and distances as by reference to said plat will more fully appear.

TMS #400-00-00-054

AND ALSO

Storehouse No. 10

All that certain piece, parcel or lot of land, together with the buildings and improvements thereon, situate, lying and being on Noisette Boulevard, in the City of North Charleston, the County of Charleston, State of South Carolina, and being more particularly shown and delineated as "**LOT E-1 1.321 ACRES**" on that certain plat prepared by Lewis Smith Moore P.L.S. No. 21621, Forsberg Engineering and Surveying, Inc., entitled "SUBDIVISION PLAT LOT E INTO LOT E-1 & E-2 PROPERTY LINE ADJUSTMENT BETWEEN LOT E-1 & F FORMER NAVAL BASE

COMPLEX CITY OF NORTH CHARLESTON CHARLESTON COUNTY, SOUTH CAROLINA" dated July 11, 2005, last revised July 27, 2005, and recorded August 2, 2005, in **Plat Book EJ at page 128**, in the ROD Office for Charleston County, SC. Said property having such location, buttings, boundings, courses and distances as by reference to said plat will more fully appear.

TMS #400-00-00-056 and TMS #400-00-00-0561

AND ALSO

Storehouse No. 11

All that certain piece, parcel or lot of land, together with the buildings and improvements thereon, situate, lying and being on Noisette Boulevard, in the City of North Charleston, the County of Charleston, State of South Carolina, containing **1.657 ACRES**, more or less, being a part of the former Charleston Naval Base, and being more particularly shown and designated as "**LOT F**" on that certain plat prepared by Forsberg Engineering and Surveying, Inc., entitled "SUBDIVISION PLAT LOT E INTO LOT E-1 & E-2 PROPERTY LINE ADJUSTMENT BETWEEN LOT E-1 & F FORMER NAVAL BASE COMPLEX CITY OF NORTH CHARLESTON CHARLESTON COUNTY, SOUTH CAROLINA" dated July 11, 2005, last revised July 27, 2005, and recorded August 2, 2005, in **Plat Book EJ at page 128**, in the ROD Office for Charleston County, SC. Said property having such location, buttings, boundings, courses and distances as by reference to said plat will more fully appear.

TMS #400-00-00-057

AND ALSO

Parking lot

All that certain piece, parcel or lot of land, together with any improvements thereon, situate, lying and being in the City of North Charleston, County of Charleston, State of South Carolina containing **3.23 ACRES**, being a part of the former Charleston Naval Base and being more particularly shown and delineated as "PARCEL B 3.23 ACRES" on a plat prepared by CDM Smith, entitled "PLAT SHOWING SUBDIVISION OF TMS # 400-00-00-052 (4.87 ACRES) PROPERTY OF S.C. DEPARTMENT OF COMMERCE DIVISION OF PUBLIC RAILWAYS INTO PARCEL A (1.27 ACRES) AND PARCEL B (3.23 ACRES) WITH REMAINDER OF TMS# 400-00-00-052 (0.37 ACRES) TO BE COMBINED WITH TMS 400-00-00-045 PROPERTY OF S.C. DEPARTMENT OF COMMERCE DIVISION OF PUBLIC RAILWAYS RESULTING WITH A TOTAL COMBINED ACREAGE FOR TMS 400-00-00-045 BEING 32.50 ACRES" dated July 10, 2017, last revised August 22, 2017, and recorded August 25, 2017, in **Plat Book S17 at page 0201**, in the ROD Office for Charleston County, SC. Said property having such location, buttings, boundings, courses and distances as by reference to said plat will more fully appear.

TMS #400-00-00-052

AND ALSO

Parcel O

All that certain piece, parcel or tract of land, together with the buildings and improvements thereon, situate, lying and being in the City of North Charleston, County of Charleston, State of South Carolina, containing **3.722 acres,** more or less, being part of the former Charleston Naval Base, and being shown as "**PARCEL O**" on a plat by Thomas & Hutton Engineering Co. dated October 27, 2020, revised January 28, 2021, entitled "Plat Of A Portion Of The Former Charleston Navy Base Consisting of 53.038 Ac. Creating Parcels C, D, E, F & F.1, G, G.1, G.2 & G.3, H, I, J, K, L, N & O From TMS#(S) 400-00-00-160 & 400-00-00-219 and the Adjustment of the Property Lines of TMS#(S) 400-00-00-(232, 230, 061, 060, 238, 231, 233, 239, & 224) City of North Charleston Charleston County, South Carolina owned by South Carolina Department of Commerce Division of Public Railways", recorded April 9, 2021, in **Plat Book L21, at Pages 0123-0127** in the ROD Office for Charleston County, and having such location, buttings, boundings, courses and distances as by reference to said plat will more fully appear.

TMS #400-00-00-244

AND ALSO

Parcel C

All that certain piece, parcel or tract of land, together with the buildings and improvements thereon, situate, lying and being in the City of North Charleston, County of Charleston, State of South Carolina, containing **0.094 acres,** more or less, being part of the former Charleston Naval Base, and being shown as "**PARCEL C**" on a plat by Thomas & Hutton Engineering Co. dated October 27, 2020, revised January 28, 2021, entitled "Plat Of A Portion Of The Former Charleston Navy Base Consisting of 53.038 Ac. Creating Parcels C, D, E, F & F.1, G, G.1, G.2 & G.3, H, I, J, K, L, N & O From TMS#(S) 400-00-00-160 & 400-00-00-219 and the Adjustment of the Property Lines of TMS#(S) 400-00-00-(232, 230, 061, 060, 238, 231, 233, 239, & 224) City of North Charleston Charleston County, South Carolina owned by South Carolina Department of Commerce Division of Public Railways", recorded April 9, 2021, in **Plat Book L21, at Pages 0123-0127** in the ROD Office for Charleston County, and having such location, buttings, boundings, courses and distances as by reference to said plat will more fully appear.

TMS #400-00-00-160

AND ALSO

Residual Parcel 045_G

All that piece, parcel or tract of land, with the improvements thereon, if any, situate, lying and being in the City of North Charleston, County of Charleston, State of South Carolina, shown and

designated as "TRACT 045_G A PORTION OF TMS 400-00-00-045 SC DEPARTMENT OF COMMERCE DIVISION OF PUBLIC RAILWAYS 3.39 AC.", containing 3.39 acres, more or less, on a plat entitled "SUBDIVISION PLAT SHOWING TRACT 045G (3.39 AC.) SUBDIVIDED FROM TMS 400-00-00-045 (20.73 AC.) LEAVING A RESIDUAL OF TMS 400-00-00-045 (17.34 AC.)" prepared by CDM Smith, dated September 9, 2021, and recorded December 7, 2021, in **Plat Book S21, Page 0241** in the Office of the Register of Deeds for Charleston County, reference to said plat being craved for a more complete description.

TMS #400-00-00-249

AND ALSO

Residual Parcel 045_H

All that piece, parcel or tract of land, with the improvements thereon, if any, situate, lying and being in the City of North Charleston, County of Charleston, State of South Carolina, shown and designated as "TRACT 045_H A PORTION OF TMS 400-00-00-045 SC DEPARTMENT OF COMMERCE DIVISION OF PUBLIC RAILWAYS 1.08 AC.", containing 1.08 acres, more or less, on a plat entitled "SUBDIVISION PLAT SHOWING TRACT 045H (1.08 AC.) SUBDIVIDED FROM TMS 400-00-00-045 (17.34 AC.) LEAVING A RESIDUAL OF TMS 400-00-00-045 (16.26 AC.)" prepared by CDM Smith, dated September 10, 2021, and recorded December 7, 2021, in **Plat Book S21, Page 0242** in the Office of the Register of Deeds for Charleston County, reference to said plat being craved for a more complete description.

TMS #400-00-00-250

AND ALSO

Fire Station

All that piece, parcel or tract of land, with the improvements thereon, situate, lying and being in the City of North Charleston, County of Charleston, State of South Carolina, shown and designated as "TRACT 048A 4.93 Ac." on a plat entitled "PLAT SHOWING TRACT 048A (4.93 AC.) SUBDIVIDED FROM TMS 400-00-00-048 (29.22 AC.) LEAVING A RESIDUAL OF TMS 400-00-00-048 (24.29 AC.)" prepared by CDM Smith dated April 2, 2020, and recorded September 22, 2020, in **Plat Book L20, Page 0352** in the Office of the Register of Deeds for Charleston County, reference to said plat being craved for a more complete description.

SAVING AND EXCEPTING THEREFROM, all that piece, parcel or tract of land, with the improvements thereon, if any, situate, lying and being in the City of North Charleston, County of Charleston, State of South Carolina, shown and designated as "TRACT A 2.91 AC." on a plat entitled "PLAT SHOWING TRACT A (2.91 AC.) SUBDIVIDED FROM TMS 400-00-00-229 (4.93 AC.) LEAVING A RESIDUAL OF TMS 400-00-00-229 (2.02 AC.)" prepared by CDM Smith dated October 7, 2020, and recorded December 29, 2020, in **Plat Book L20, Page 0512**

in the Office of the Register of Deeds for Charleston County, reference to said plat being craved for a more complete description.

WHICH PROPERTY IS ALSO DESCRIBED AS:

All that certain, piece parcel or lot of land with the buildings and improvements thereon, situate, lying and being in the City of North Charleston, County of Charleston, State of South Carolina, containing 2.013 acres, more or less, being a part of the former Charleston Naval Base and shown as Parcel A1 (Residual of Tract A), and delineated on a plat thereof by Charles F. Dawley, Jr. dated December 12, 2022, revised February 24, 2023, entitled Boundary Plat Parcel A1 (Residual of Tract A), recorded on March 6, 2023 in **Plat Book L23, Page 0064**, in the ROD Office of Charleston County, SC, said property having such location, buttings, boundings, courses and distances as by reference to said plat will more fully appear.

TMS #400-00-00-229

BATTERY PARK

Development Parcel A-2

All that piece, parcel or lot of land, with the buildings and improvements thereon, situate, lying and being in the City of North Charleston, County of Charleston, State of South Carolina, containing **7.300 acres**, more or less, being part of the former Charleston Naval Base and shown as **PARCEL A Portion of TMS 400-00-00-047** and delineated on a plat thereof by Forsberg Engineering & Surveying, Inc. dated December 8, 2003, entitled "Property Line Adjustment TMS 400-00-00-045 & TMS 400-00-00-048 (Lot D) Subdivision of TMS 400-00-00-047 Into Parcels A & B City of North Charleston Former Naval Base Complex County of Charleston, South Carolina" recorded January 28, 2004 in **Plat Book EG, at Page 856**, in the ROD Office for Charleston County, S.C., said property having such location, buttings, boundings, courses and distances as by reference to said plat will more fully appear.

TMS #400-00-00-047

AND ALSO

Development Parcel A-3

All that piece, parcel or lot of land, with the buildings and improvements thereon, situate, lying and being in the City of North Charleston, County of Charleston, State of South Carolina, containing **6.487 acres**, more or less, being part of the former Charleston Naval Base and shown as **PARCEL B Portion of TMS 400-00-00-047** and delineated on a plat thereof by Forsberg Engineering & Surveying, Inc. dated December 8, 2003, entitled "Property Line Adjustment TMS 400-00-00-045 & TMS 400-00-00-048 (Lot D) Subdivision of TMS 400-00-00-047 Into Parcels A & B City of North Charleston Former Naval Base Complex County of Charleston, South Carolina" recorded January 28, 2004 in **Plat Book EG, at Page 856**, in the ROD Office for Charleston County, S.C., said property having such location, buttings, boundings, courses and distances as by reference to said plat will more fully appear.

TMS #400-00-00-065

AND ALSO

Development Parcel A-5

All that piece, parcel or lot of land, with the buildings and improvements thereon, situate, lying and being in the City of North Charleston, County of Charleston, State of South Carolina, containing **1.690 acres**, more or less, being part of the former Charleston Naval Base and shown and described as **LOT B, 73,907 SQ. FT.** on a plat by Forsberg Engineering and Surveying, Inc. dated March 1, 2004 entitled "Subdivision Plat Parcel 1 EDC III Into Lots A & B Former Naval Base Complex City of North Charleston Charleston County, South Carolina" recorded December 21, 2004 in **Plat Book EH, at Page 573**, in the ROD Office for Charleston County, S.C., said property having such location, buttings, boundings, courses and distances as by reference to said plat will more fully appear.

TMS #400-00-00-071

AND ALSO

Development Parcel A-9

All that piece, parcel or lot of land, with the buildings and improvements thereon, situate, lying and being in the City of North Charleston, County of Charleston, State of South Carolina, containing **0.2 acres**, more or less, being part of the former Charleston Naval Base and shown and described as **NEW LOT A-2, 10,462 S.F.** on a plat by ECLS Global, Inc. dated April 3, 2017, entitled "Plat Showing the Subdivision of Lot A TMS 400-00-00-086 (1.30 Acres) Into Loat A-1 (1.1 Acres) and Lot A-2 (0.20 Acres)", recorded June 27, 2017 in **Plat Book L17, at Page 0356**, in the ROD Office for Charleston County, S.C., said property having such location, buttings, boundings, courses and distances as by reference to said plat will more fully appear.

TMS #400-00-00-218

AND ALSO

Development Parcel A-6

All that certain piece, parcel or tract of land, together with the improvements thereon, situate, lying and being on the western side of Avenue "D" North (and including a portion of Avenue "D" North and including a portion of Avenue "B" North), in the City of North Charleston, County of Charleston, State of South Carolina, being part of the former Charleston Naval Base and being more particularly shown and delineated as **PARCEL 1B-2**, containing approximately **7.069 acres**, on a plat entitled "Plat of the Subdivision of Tract 1B (36.806 acres) TMS 400-00-00-109 Charleston Naval Base Complex EDC IV to Create Tracts 1B-1 (7.013 AC.), 1B-2 (7.069 AC.) & 1B-3 (22.724 AC.) City of North Charleston Charleston County, South Carolina prepared for & owned by: S.C. Department of Commerce Public Railways Division", by Thomas & Hutton, dated August 15, 2015 and recorded October 14, 2015 in **Plat Book L15, at Page 0486**, in the ROD Office for Charleston County, S.C., and having the boundaries and measurements as shown on said plat.

Said **PARCEL 1B-2** more recently described as having **7.03 acres** pursuant to that certain plat entitled "Subdivision Plat of Tract 1B-3 (13.64 Ac. NEW) and Parcel 1B-2 (7.02 Ac. NEW) to Create Parcel 1B-4 (9.03 Ac.) & A New Pump Station (0.08 Ac.) TMS #499-00-00-109 & 217 City of North Charleston Charleston County, South Carolina prepared for The City of North Charleston", by Thomas & Hutton, dated December 12, 2019 and recorded April 14, 2021 in **Plat Book L21, at Page 0133**, in the ROD Office for Charleston County, S.C., and having the boundaries and measurements as shown on said plat.

TMS #400-00-00-217

AND ALSO

Development Parcel A-4

All that piece, parcel or lot of land, with the buildings and improvements thereon, situate, lying and being in the City of North Charleston, County of Charleston, State of South Carolina, containing **1.35 acres**, more or less, being part of the former Charleston Naval Base and shown as **PARCEL 2** and delineated on a plat thereof by Forsberg Engineering & Surveying, Inc. dated July 19, 2002, entitled "Real Estate Summary Map Charleston Naval Base Complex EDC III North Charleston, South Carolina" recorded August 19, 2004 in **Plat Book EH, at Pages 275-276**, in the ROD Office for Charleston County, S.C., said property having such location, buttings, boundings, courses and distances as by reference to said plat will more fully appear.

TMS #400-00-00-072

AND ALSO

Development Parcel A-7

All that piece, parcel or lot of land, with the buildings and improvements thereon, situate, lying and being in the City of North Charleston, County of Charleston, State of South Carolina, containing **13.64 acres**, more or less, being part of the former Charleston Naval Base and shown and described as **PARCEL 1B-3** on a plat by Thomas & Hutton dated December 12, 2019, entitled "Subdivision Plat of Parcel 1B-3 (13.64 Ac. NEW) and Parcel 1B-2 (7.03 Ac. NEW) to Create Parcel 1B-4 (9.03 Ac.) & A New Pump Station (0.08 Ac.) TMS#400-00-00-109& 217 City of North Charleston Charleston County, South Carolina prepared for The City of North Charleston" recorded April 14, 2021 in **Plat Book L21, at Page 0133**, in the ROD Office for Charleston County, S.C., said property having such location, buttings, boundings, courses and distances as by reference to said plat will more fully appear.

TMS #400-00-00-109

AND ALSO

"Pier Alpha Parcel"

All that piece, parcel or lot of land, with the buildings and improvements thereon, situate, lying and being in the City of North Charleston, County of Charleston, State of South Carolina, containing **11.076 acres**, more or less, being part of the former Charleston Naval Base and shown and described by Note No. 11 regarding the abandonment of property lines between TMS 400-00-00-058 with TMS 400-00-00-107 on a plat by Forsberg Engineering and Surveying, Inc. dated September 6, 2005, revised September 22, 2005, entitled "A Plat Showing the Property Line Abandonment Between TMS 400-00-00 Parcels 058 & 107 Property Line Adjustment Between TMS 400-00-00 Parcels 059 & 106 Property Line Adjustment Between TMS 400-00-00 Parcels 106 & 108 Property Line Adjustment Between TMS 400-00-00 Parcels 107 & 065 Former Naval Base Complex City North Charleston Charleston County, S.C." recorded October 19, 2005 in **Plat Book EJ, at Page 306**, in the ROD Office for Charleston County, S.C., said property having such location, buttings, boundings, courses and distances as by reference to said plat will more fully appear.

TMS #400-00-00-058

AND ALSO

Development Parcel A-8

All that piece, parcel or lot of land, with the buildings and improvements thereon, situate, lying and being in the City of North Charleston, County of Charleston, State of South Carolina, containing **1.229 acres**, more or less, being part of the former Charleston Naval Base and shown and described as **PARCEL 1A** on a plat by Forsberg Engineering and Surveying, Inc. dated June 23, 2005, entitled "Subidivision Plat Lot 1 EDC IV Former Naval Base Complex City of North Charleston Charleston County, South Carolina" recorded October 19, 2005 in **Plat Book EJ, at Page 305**, in the ROD Office for Charleston County, S.C., said property having such location, buttings, boundings, courses and distances as by reference to said plat will more fully appear.

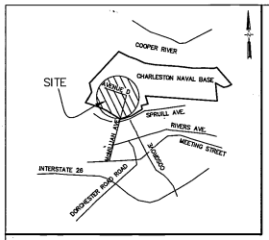
TMS #400-00-00-129

EXHIBIT A-3

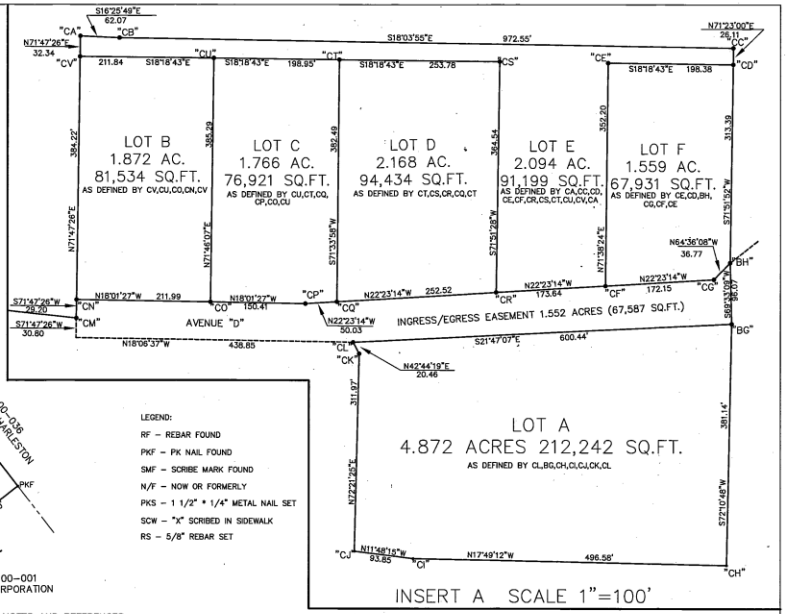
Recorded Plats of Parcels Comprising the Real Property

[Attached]

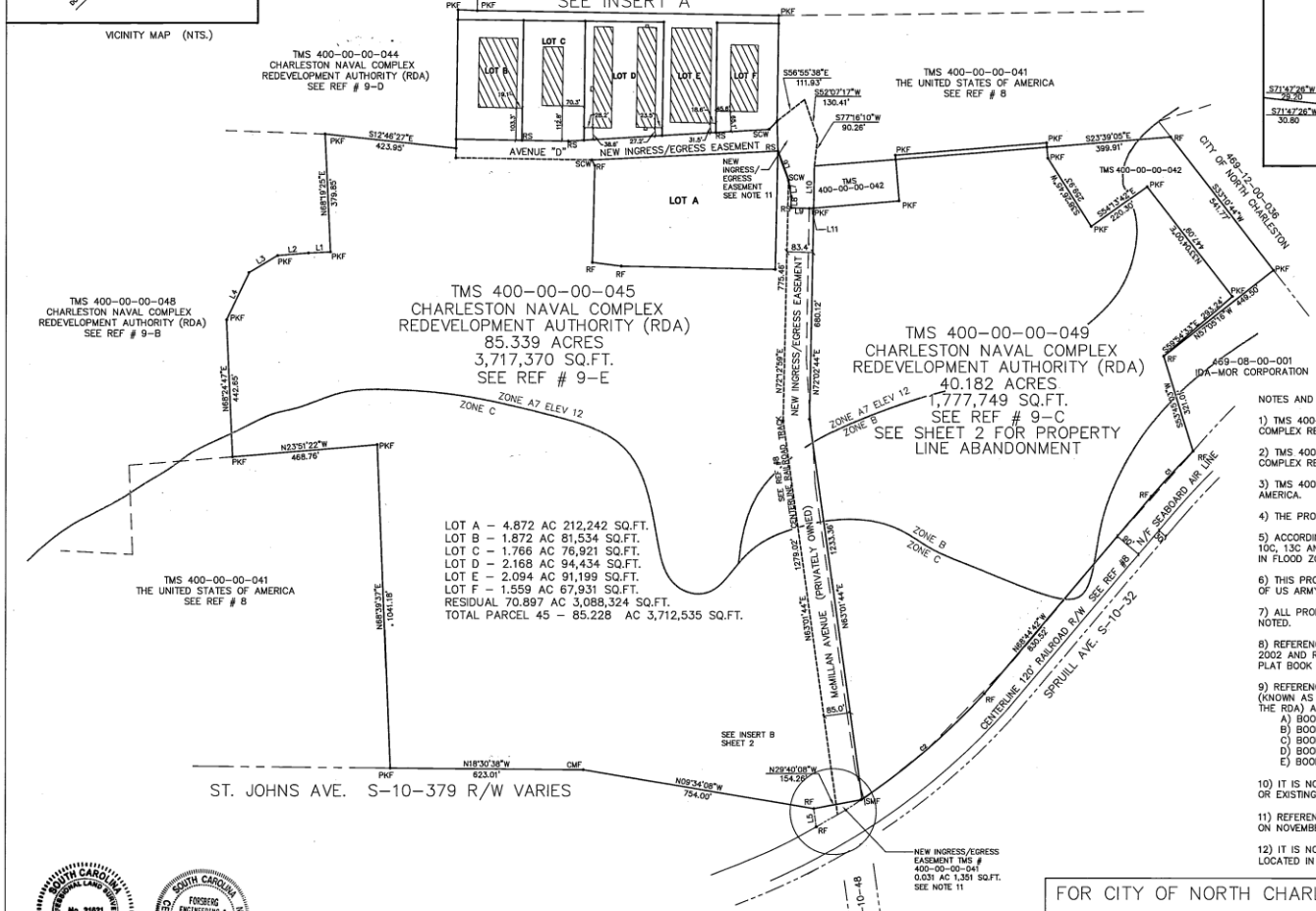
BK T442PG450



VICINITY MAP (NTS.)



INSERT A SCALE 1"=100'



GRAPHIC SCALE
200 0 200 400
(IN FEET)
1 inch = 200 ft.

LEGEND:
RF - REBAR FOUND
PKF - PK NAIL FOUND
SMF - SCRIBE MARK FOUND
N/F - NOW OR FORMERLY
PKS - 1 1/2" * 1/4" METAL NAIL SET
SCW - "X" SCRIBED IN SIDEWALK
RS - 5/8" REBAR SET

NOTES AND REFERENCES:

1) TMS 400-00-00-049 - RETAINED BY THE CHARLESTON NAVAL COMPLEX REDEVELOPMENT AUTHORITY (RDA).

2) TMS 400-00-00-045 - RETAINED BY THE CHARLESTON NAVAL COMPLEX REDEVELOPMENT AUTHORITY (RDA).

3) TMS 400-00-00-042 - RETAINED BY THE UNITED STATES OF AMERICA.

4) THE PROPERTY IS ZONED M2 AND M1.

5) ACCORDING TO FLOOD INSURANCE RATE MAP 450042 PANELS 10C, 13C AND 14C DATED NOVEMBER 5 1986 THIS PROPERTY LIES IN FLOOD ZONES C, B, A7 ELEVATION 12.

6) THIS PROPERTY DOES NOT SHOW THE EXISTENCE OR NONEXISTENCE OF US ARMY CORPS OF ENGINEERS "JURISDICTIONAL WETLANDS".

7) ALL PROPERTY CORNERS ARE PK NAILS SET UNLESS OTHERWISE NOTED.

8) REFERENCE PLATS BY FORSBERG ENGINEERING DATED OCTOBER 21, 2002 AND RECORDED IN THE CHARLESTON COUNTY RMC OFFICE IN PLAT BOOK EF PAGES 988 THRU 990.

9) REFERENCE THE FOLLOWING PLATS BY W. MASON LINDSEY, JR. (KNOWN AS THE FIRST AND SECOND CONVEYANCE FROM THE NAVY TO THE RDA) AND RECORDED IN THE CHARLESTON COUNTY RMC OFFICE
A) BOOK EG PAGE 133 TMS PARCEL 400-00-00-047
B) BOOK EG PAGE 134 TMS PARCEL 400-00-00-048
C) BOOK EG PAGE 135 TMS PARCEL 400-00-00-049
D) BOOK EG PAGE 139 TMS PARCEL 400-00-00-044
E) BOOK EG PAGE 140 TMS PARCEL 400-00-00-045

10) IT IS NOT THE INTENT OF THIS SURVEY TO SHOW EXISTING EASEMENTS OR EXISTING IMPROVEMENTS.

11) REFERENCE DEED RECORDED IN THE CHARLESTON COUNTY RMC OFFICE ON NOVEMBER 15, 2002 IN BOOK W425 PAGE 593.

12) IT IS NOT THE INTENT OF THIS SURVEY TO SHOW ALL EXISTING BUILDINGS, LOCATED IN THE RESIDUAL TRACT, BUT ONLY THOSE IN LOTS B THRU F.

LINE TABLE		
LINE	LENGTH	BEARING
L1	71.14	S21°38'46"E
L2	99.86	S23°59'47"E
L3	105.84	S49°44'49"E
L4	170.17	S83°18'32"E
L5	59.71	S62°55'52"W
L6	99.87	S50°41'08"W
L7	53.60	S61°27'21"W
L8	36.45	S71°54'06"W
L9	58.46	S16°59'38"E
L10	135.52	N72°02'44"E
L11	14.37	S23°53'00"E

CURVE TABLE						
CURVE	LENGTH	RADIUS	TANGENT	CHORD	CHORD BRNG	DELTA
C1	198.13	2730.93	99.11	198.09	N66°16'45"W	4°09'24"
C2	520.60	2153.62	261.58	519.34	N59°45'45"W	13°51'01"
C3	4.22	2153.62	2.11	4.22	S52°46'52"E	0°06'44"

I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS A SURVEY AS SPECIFIED THEREIN.

2/18/03
LEWIS SMITH MOORE, P.L.S. No. 21621

SOUTH CAROLINA PROFESSIONAL LAND SURVEYOR No. 21621 LEWIS SMITH MOORE

SOUTH CAROLINA FORSBERG ENGINEERING & SURVEYING, INC. No. C00343 CERTIFICATE OF AUTHORIZATION

FOR CITY OF NORTH CHARLESTON AND RMC USE

APPROVED PLAT
DATE: 2.28.03
Planning Director
City of North Charleston

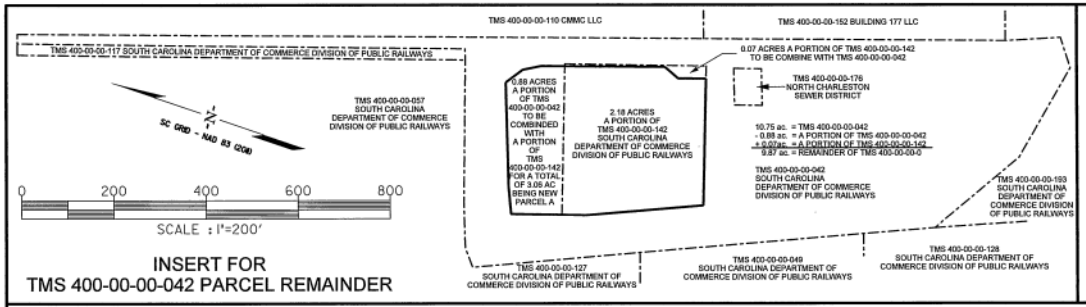
Charleston, South Carolina
Office of Register Mesne Conveyance
Plat recorded this 2nd day of APRIL, 2003 at 2:42 o'clock in Plat Book EG Page 276 and tracing cloth copy filed in File 2 Drawer — Folder 75 Drawing No. 33
Original plat (a White Print) delivered to BRUCE A. BERLINSKY ESQ
Sheet 1 of 2

Register Mesne Conveyance

SUBDIVISION PLAT
TMS 400-00-00-045
INTO LOTS A, B, C, D, E, & F
CITY OF NORTH CHARLESTON
FORMER NAVY BASE COMPLEX
CHARLESTON COUNTY SOUTH CAROLINA
SCALE 1"=200' JANUARY 27, 2003
SHEET 1 OF 2
REVISED FEBRUARY 18, 2003 JOB 3061-2

FORSBERG ENGINEERING AND SURVEYING, INC.
1587 SAVANNAH HIGHWAY SUITE B
P.O. BOX 30575
CHARLESTON, SOUTH CAROLINA 29417
(843) 571-2622 FAX (843) 571-6780
CIVIL ENGINEERING, SURVEYING AND LAND PLANNING

EG x 276



INSERT FOR TMS 400-00-00-042 PARCEL REMAINDER

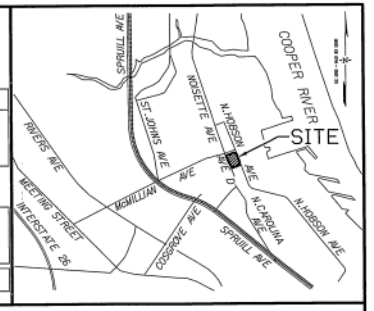
FOR THE CITY OF NORTH CHARLESTON AND RMC USE

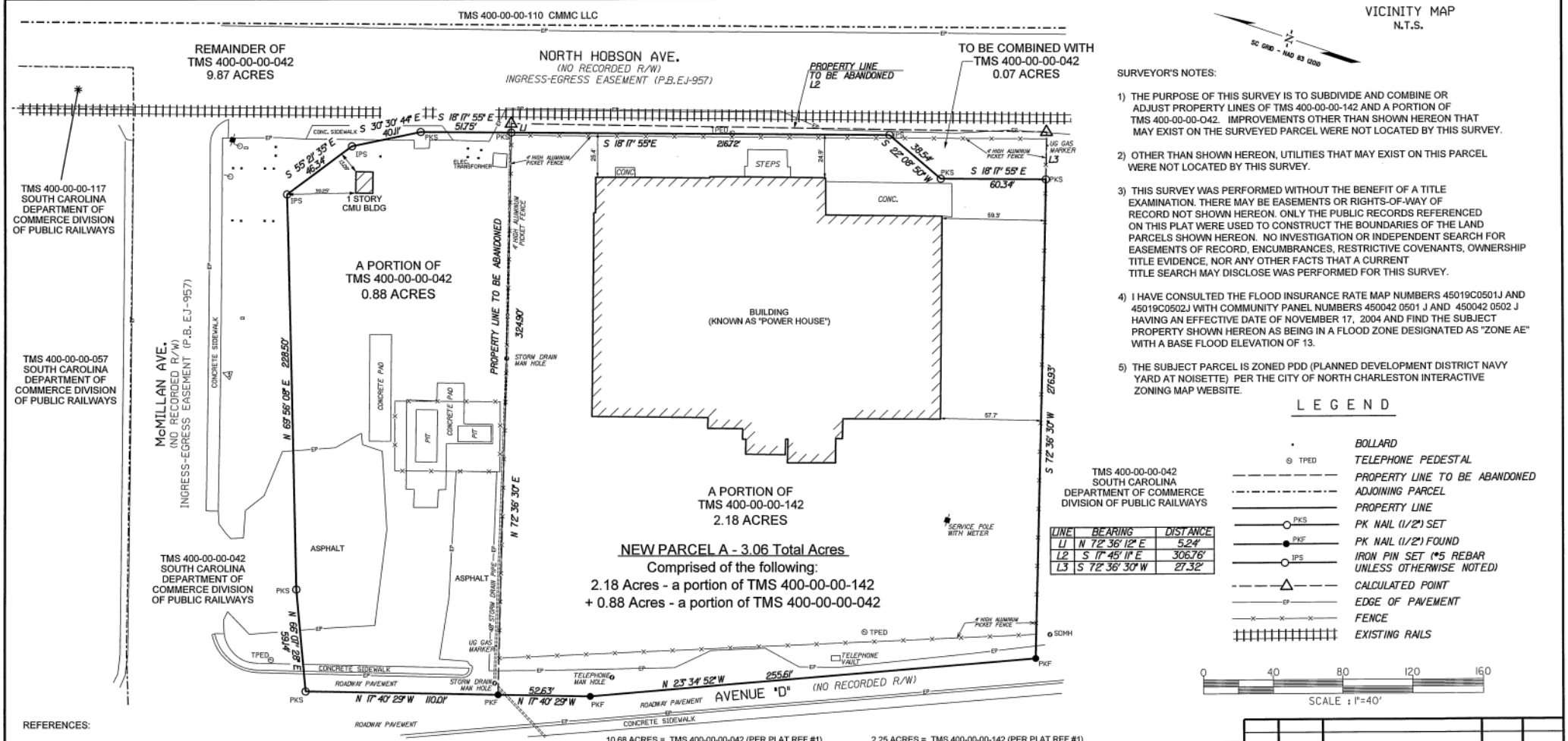
APPROVED PLAT
Exempt from Section 18-22 (a) and 18-23 (a) of Subdivision Regulations.
Date: 25 August 2017
Attest: Gwendolyn Mautrie
PLANNING DIRECTOR
CITY OF NORTH CHARLESTON

RECORDED
DATE: 8/25/2017 TIME: 2:32:05 PM
Book-Page S17 0200 DocType Small Plat
Charlie Lybrand, Register, Charleston County, SC

Record Fee	$10.00
Postage	$0.00
TOTAL	$10.00
Drawer	Drawer 4
Clerk	TPS

Filed By:
PFLUG LAW FIRM, LLC
PO BOX 801
0
MT PLEASANT SC 29465-0801 (BOX)
Location: NORTH HOBSON AVE





VICINITY MAP
N.T.S.

SC GRID - NAD 83 (2011)

SURVEYOR'S NOTES:

1) THE PURPOSE OF THIS SURVEY IS TO SUBDIVIDE AND COMBINE OR ADJUST PROPERTY LINES OF TMS 400-00-00-142 AND A PORTION OF TMS 400-00-00-042. IMPROVEMENTS OTHER THAN SHOWN HEREON THAT MAY EXIST ON THE SURVEYED PARCEL WERE NOT LOCATED BY THIS SURVEY.

2) OTHER THAN SHOWN HEREON, UTILITIES THAT MAY EXIST ON THIS PARCEL WERE NOT LOCATED BY THIS SURVEY.

3) THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE EXAMINATION. THERE MAY BE EASEMENTS OR RIGHTS-OF-WAY OF RECORD NOT SHOWN HEREON. ONLY THE PUBLIC RECORDS REFERENCED ON THIS PLAT WERE USED TO CONSTRUCT THE BOUNDARIES OF THE LAND PARCELS SHOWN HEREON. NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, NOR ANY OTHER FACTS THAT A CURRENT TITLE SEARCH MAY DISCLOSE WAS PERFORMED FOR THIS SURVEY.

4) I HAVE CONSULTED THE FLOOD INSURANCE RATE MAP NUMBERS 45019C0501J AND 45019C0502J WITH COMMUNITY PANEL NUMBERS 450042 0501 J AND 450042 0502 J HAVING AN EFFECTIVE DATE OF NOVEMBER 17, 2004 AND FIND THE SUBJECT PROPERTY SHOWN HEREON AS BEING IN A FLOOD ZONE DESIGNATED AS "ZONE AE" WITH A BASE FLOOD ELEVATION OF 13.

5) THE SUBJECT PARCEL IS ZONED PDD (PLANNED DEVELOPMENT DISTRICT NAVY YARD AT NOISETTE) PER THE CITY OF NORTH CHARLESTON INTERACTIVE ZONING MAP WEBSITE.

LINE	BEARING	DISTANCE
L1	N 72° 36' 12" E	5.24'
L2	S 17° 45' 11" E	306.76'
L3	S 72° 36' 30" W	27.32'

LEGEND

- BOLLARD
- TPED — TELEPHONE PEDESTAL
- PROPERTY LINE TO BE ABANDONED
- ADJOINING PARCEL
- PROPERTY LINE
- PKS — PK NAIL (1/2") SET
- PKF — PK NAIL (1/2") FOUND
- IPS — IRON PIN SET (#5 REBAR UNLESS OTHERWISE NOTED)
- CALCULATED POINT
- EP — EDGE OF PAVEMENT
- FENCE
- EXISTING RAILS

REFERENCES:

1) A PLAT TITLED "BOUNDARY PLAT TRACT 10 FORMERLY A PORTION OF PARCEL 3, EDC IV FORMER NAVAL BASE COMPLEX BEING TMS 400-00-00-042", PREPARED BY THOMAS & HUTTON, DATED 11/06/12 AND RECORDED IN PLAT BOOK L13, PAGES 0359 & 0360.

2) A PLAT TITLED "PLAT SHOWING THE RESUBSIVISION BETWEEN PARCELS 400-00-00-042 & 400-00-00-076 AND THE CREATION OF LOT A FORMER NAVAL BASE COMPLEX", PREPARED BY FORSBERG ENGINEERING AND SURVEYING, INC. DATED JUNE 6, 2006 REVISED JULY 27, 2006 AND RECORDED IN PLAT BOOK EJ PAGES 957 & 958.

3) REFERENCE DEED RECORDED IN THE CHARLESTON COUNTY RMC OFFICE ON NOVEMBER 15, 2002 IN BOOK W425 PAGE 593.

4) A PLAT TITLED "SUBDIVISION PLAT TMS 400-00-00-045 INTO LOTS A, B, C, D, E, & F CITY OF NORTH CHARLESTON FORMER NAVY BASE COMPLEX", PREPARED BY FORSBERG ENGINEERING AND SURVEYING, INC., DATED JANUARY 27, 2003 REVISED FEBRUARY 18, 2003 AND RECORDED IN PLAT BOOK EG PAGE 276.

5) PROPOSED ROADWAY PLANS TITLED "PALMETTO RAILWAYS VOLUME 6 PROPOSED PLANS FOR NAVY BASE INTERMODAL FACILITY CHARLESTON COUNTY NORTH CHARLESTON, SOUTH CAROLINA RD. S-32 (SPRUILL AVENUE), S-1025 (COSGROVE AVENUE), N. HOBSON AVENUE, NOISETTE BLVD., S. HOBSON AVENUE AND RELOCATED BAINBRIDGE AVENUE" DATED 6/26/2016 DESIGNED BY CDM SMITH AND TRANSYSTEMS.

10.68 ACRES = TMS 400-00-00-042 (PER PLAT REF #1)
-0.88 ACRES = A PORTION OF TMS 400-00-00-042
9.80 ACRES = RESIDUAL OF TMS 400-00-00-042

2.25 ACRES = TMS 400-00-00-142 (PER PLAT REF #1)
-2.18 ACRES = A PORTION OF TMS 400-00-00-142
0.07 ACRES = RESIDUAL OF TMS 400-00-00-142
TO BE COMBINED WITH TMS 400-00-00-042

9.80 ACRES = RESIDUAL OF TMS 400-00-00-042
+0.07 ACRES = A PORTION OF TMS 400-00-00-142
9.87 ACRES = TOTAL RESIDUAL OF TMS 400-00-00-042

I HEREBY STATE THAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE STANDARDS of PRACTICE MANUAL FOR SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS (A) SURVEY AS SPECIFIED THEREIN. SEE HEREON SURVEYOR'S NOTES AS TO THE EXTENT AND PURPOSE OF THIS SURVEY.

John L. Hudson
JOHN L. HUDSON S.C.PLS NO. 6957

SOUTH CAROLINA CDM Smith Inc No. C00402 CERTIFICATE OF AUTHORIZATION

DWN.	C. Beebe
CHK.	J. Hudson
PLAT No.	1597
PROJECT No.	104664

REV. NO.	DATE		BY	APP.
1	8/23/2017	REVISED TO SHOW CITY OF N. CHARLESTONS COMMENTS	JLH	JLH

PLAT SHOWING THE SUBDIVISION AND COMBINING OF A PORTION OF TMS 400-00-00-142 (2.18 AC.) WITH A PORTION OF TMS 400-00-00-042 (0.88 AC.) CREATING A NEW PARCEL A (3.06 AC.) AND COMBINING A PORTION OF TMS 400-00-00-142 (0.07 ACRES) WITH TMS 400-00-00-042 FOR A RESIDUAL OF TMS 400-00-00-042 OF (9.87 ACRES)

PROPERTY OF SOUTH CAROLINA DEPARTMENT of COMMERCE DIVISION of PUBLIC RAILWAYS

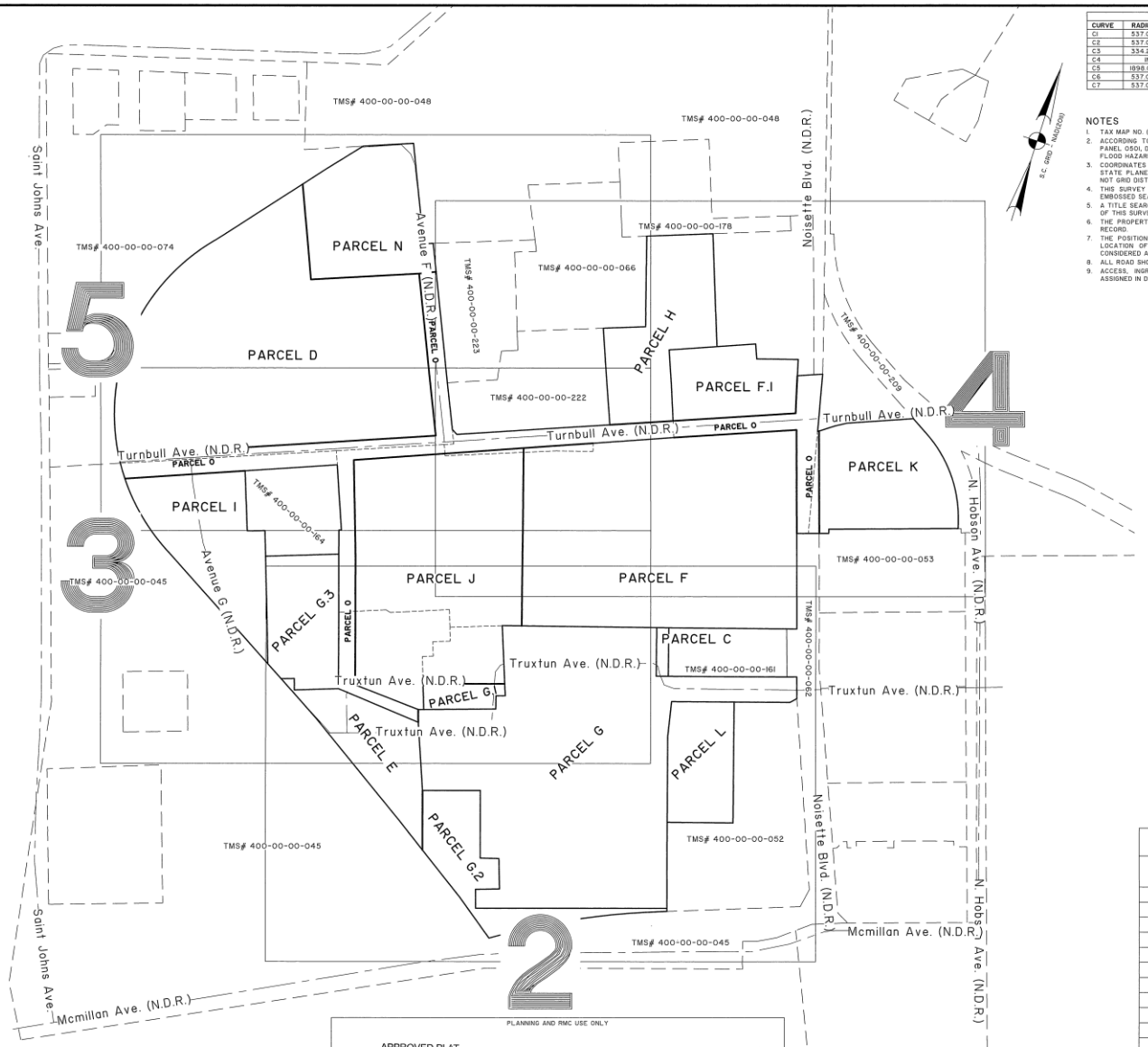
CITY OF NORTH CHARLESTON, CHARLESTON COUNTY, SOUTH CAROLINA

CDM Smith
1441 Main Street Suite 1000 Columbia, SC 29201 Tel: (803) 758-4500

DATE 5/18/2017
CADD FILE: PA
SHEET 1 OF 1

S17 x 0200

L21 x 0123



CURVE TABLE					
CURVE	RADIUS	LENGTH	CH BEARING	CH LENGTH	DELTA
C1	537.02'	227.87'	N 48°33'34" W	226.16'	24°18'41"
C2	537.02'	42.58'	N 34°07'57" W	42.57'	4°32'33"
C3	334.26'	240.56'	S 38°31'52" E	235.40'	41°14'03"
C4	INTENTIONALLY DELETED				
C5	1898.05'	454.46'	S 63°04'45" W	453.37'	13°43'07"
C6	537.02'	21.73'	N 30°42'08" W	21.72'	2°19'05"
C7	537.02'	665.20'	N 05°56'34" E	623.48'	70°58'18"

NOTES

1. TAX MAP NO. (PARENT TRACTS): 400-00-00-(232, 230, 161, 060, 229, 231, 233, 210 & 224).
2. ACCORDING TO F.I.R.M. MAP NO. 45019C, PANEL 0510K REFERENCING COMMUNITY 450042, PANEL 0501, DATED JANUARY 29, 2021 , THE PROPERTY SHOWN ON THIS PLAT IS LOCATED IN FLOOD HAZARD ZONE(S) X, X SHADDED & AE(10).
3. COORDINATES AND DIRECTIONS SHOWN ON THIS SURVEY ARE BASED ON SOUTH CAROLINA STATE PLANE COORDINATE SYSTEM (NAD83). DISTANCES SHOWN ARE GROUND DISTANCES, NOT GRID DISTANCES.
4. THIS SURVEY IS VALID ONLY IF THE PRINT OF SAME HAS THE ORIGINAL SIGNATURE AND EMBOSSED SEAL OF THE LAND SURVEYOR.
5. A TITLE SEARCH WAS NOT PERFORMED BY THOMAS & HUTTON ENGINEERING CO. AT THE TIME OF THIS SURVEY.
6. THE PROPERTY PLATTED HEREON IS SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.
7. THE POSITION OF UNDERGROUND UTILITIES SHOWN ON THIS DRAWING IS BASED UPON THE LOCATION OF SURFACE APPURTENANCES AND/OR SURFACE MARKINGS AND SHOULD BE CONSIDERED APPROXIMATE.
8. ALL ROAD SHOWN WITHIN SUBJECT PROPERTIES ARE NOT DEDICATED RIGHT-OF-WAYS.
9. ACCESS, INGRESS/EGRESS OVER EXISTING VEHICULAR AND PEDESTRIAN THROUGHWAYS ASSIGNED IN DEED BOOK 0104 AT PAGE 986 & BOOK 0663 AT PAGE 929.

LINE TABLE		
LINE	BEARING	LENGTH
L1	N 69°08'59" E	25.11'
L2	S 61°14'48" E	17.46'
L3	N 68°33'06" E	23.50'
L4	N 54°09'57" E	3.86'
L5	N 54°09'57" E	45.04'
L6	N 58°55'17" E	31.95'
L7	S 17°46'19" E	11.16'
L8	S 72°42'15" W	26.67'
L9	N 71°48'39" E	25.64'
L10	S 69°52'03" W	21.45'
L11	S 23°44'00" E	38.38'
L12	S 68°24'12" W	24.99'
L13	N 71°00'23" E	34.71'
L14	S 18°27'57" E	30.43'
L15	S 16°36'27" E	8.24'
L16	S 69°00'59" W	41.39'
L17	N 75°50'22" W	15.78'
L18	N 73°34'47" E	6.44'
L19	N 2°37'51" W	37.54'
L20	S 22°04'55" E	30.07'
L21	N 17°17'30" W	21.82'
L22	N 67°48'45" E	19.05'
L23	N 71°37'27" E	14.49'
L24	N 72°12'47" E	24.46'
L25	S 42°47'15" W	20.47'
L26	N 70°25'42" E	28.34'
L27	N 19°27'03" W	38.64'
L28	N 18°57'02" W	37.18'
L29	S 71°46'46" W	25.26'
L30	S 72°12'06" W	28.71'
L31	S 71°29'59" W	30.61'

PLANNING AND RMC USE ONLY

APPROVED PLAT
Exempt from Section 18-22 (a) and 18-23 (a) of Subdivision Regulations.
Date: 2 April 2021
Attest: Brandon L. Mueller
PLANNING DIRECTOR
CITY OF NORTH CHARLESTON

RECORDED
DATE: 4/9/2021 TIME: 10:00:02 AM
Book-Page: L21 | 0123 DocType: Large Plat
Michael Miller, Register, Charleston County, SC

Record Fee	$25.00	Filed By: THOMAS & HUTTON ENGINEERING
Postage	$5.00	682 JOHNNIE DODDS BLVD
TOTAL	$30.00	SUITE 100
Drawer	Drawer 2	MT PLEASANT SC 29464
Clerk	SW	

Location: NOISETTE BLVD 1/5

PROPERTIES OF SOUTH CAROLINA DEPARTMENT OF COMMERCE DEPARTMENT OF PUBLIC RAILWAYS

PARCEL	ORIGIN TMS#(S) 400-00-00-(XXX)	INITIAL (TMS) ACREAGE	(PARCEL) ACREAGE
C	160	0.094	0.094
D	232	12.416	9.226
E	230	2.81	1.435
F	061, H-PEND.	15.305	8.302
F.1	061	ZERO	1.336
G	060	10.959	9.325
G.1	233	ZERO	0.315
G.2	230	ZERO	1.375
G.3	060	ZERO	1.634
H	238	2.91	2.165
I	231	2.736	2.222
J	061, 238, 224, 233	ZERO	6.161
K	239	2.28	2.181
L	219	1.271	1.271
N	232	ZERO	2.274
O	061, 232, 238, 231, 224, 239	ZERO	3.722
400-00-00-233	233	0.969	ZERO
400-00-00-224	224	1.290	ZERO
TOTALS		53.04	53.038

VICINITY MAP not to scale

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SYMBOL LEGEND
- SET 3/4 ⌀ OPEN W/ T&H CAP
- ⊛ MONUMENT FOUND (AS NOTED)
- ● #5 REBAR FOUND (UNLESS NOTED)
- ○ BOUNDARY POINT (ABANDONED NO MON.)
- P/L PROPERTY LINE
- (N.D.R.) NO DEDICATED RIGHT-OF-WAY

SOUTH CAROLINA THOMAS & HUTTON ENGINEERING CO. No. C00285 CERTIFICATE OF AUTHORIZATION

SOUTH CAROLINA PROFESSIONAL LAND SURVEYOR No. 10292 F. ELLIOTTE GUINN III

I HEREBY STATE THAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE STANDARDS OF PRACTICE MANUAL FOR SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS "A" SURVEY AS SPECIFIED THEREIN.

F. ELLIOTTE GUINN III
SOUTH CAROLINA PROFESSIONAL LAND SURVEYOR
LICENSE NO. 10292

PLAT OF

A PORTION OF THE FORMER CHARLESTON NAVY BASE CONSISTING OF 53.038 Ac. CREATING PARCELS C, D, E, F & F.1, G, G.1, G.2 & G.3, H , I, J, K, L, N & O FROM TMS#(S) 400-00-00-160 & 400-00-00-219 AND THE ADJUSTMENT OF THE PROPERTY LINES OF TMS#(S) 400-00-00-(232, 230, 061, 060, 238, 231, 233, 239, & 224)

CITY OF NORTH CHARLESTON
CHARLESTON COUNTY, SOUTH CAROLINA
owned by
SOUTH CAROLINA DEPARTMENT OF COMMERCE
DIVISION OF PUBLIC RAILWAYS

No.	Revision	By	Date
1	Planning Comments	fre	1/28/21

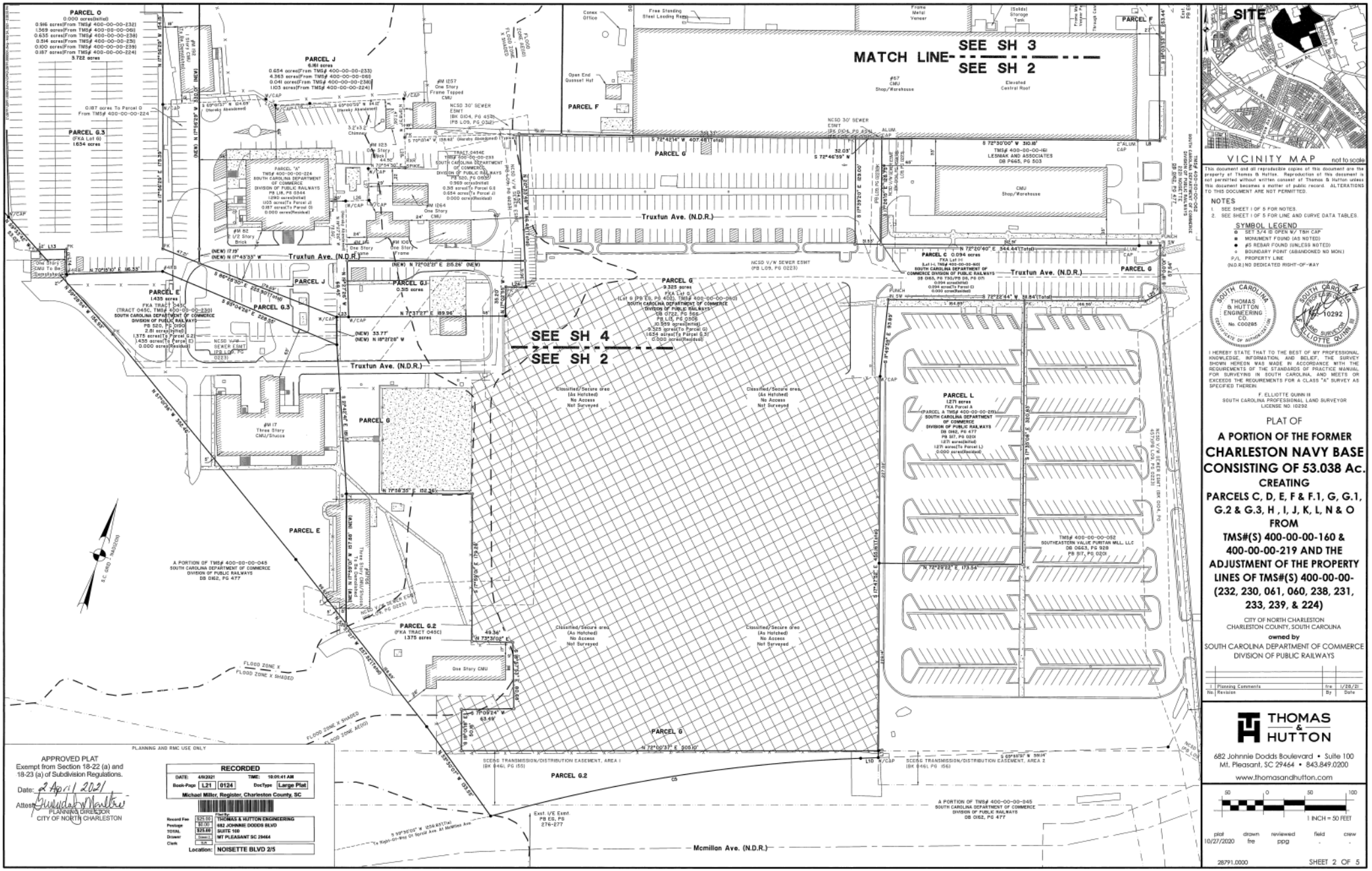
THOMAS & HUTTON
682 Johnnie Dodds Boulevard • Suite 100
Mt. Pleasant, SC 29464 • 843.849.0200
www.thomasandhutton.com

200 0 200 400
1 INCH = 200 FEET

plat	drawn	reviewed	field	crew
10/27/2020	fre	ppg	.	.

job 28791.0000 SHEET 1 OF 5

L21 x 0124



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NOTES

1. SEE SHEET 1 OF 5 FOR NOTES.
2. SEE SHEET 1 OF 5 FOR LINE AND CURVE DATA TABLES.

SYMBOL LEGEND

- ⊕ SET 5/4 ID OPEN W/ TBH CAP
- ■ MONUMENT FOUND (AS NOTED)
- ● #5 REBAR FOUND (UNLESS NOTED)
- ○ BOUNDARY POINT (ABANDONED NO MON.)
- P/L PROPERTY LINE
- (N.D.R.) NO DEDICATED RIGHT-OF-WAY

SOUTH CAROLINA — THOMAS & HUTTON ENGINEERING CO. — No. C00285 — CERTIFICATE OF AUTHORIZATION

SOUTH CAROLINA — PROFESSIONAL LAND SURVEYOR — No. 10292 — F. ELLIOTTE QUINN III

I HEREBY STATE THAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE STANDARDS OF PRACTICE MANUAL FOR SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS "A" SURVEY AS SPECIFIED THEREIN.

F. ELLIOTTE QUINN III
SOUTH CAROLINA PROFESSIONAL LAND SURVEYOR
LICENSE NO. 10292

PLAT OF

A PORTION OF THE FORMER CHARLESTON NAVY BASE CONSISTING OF 53.038 Ac. CREATING PARCELS C, D, E, F & F.1, G, G.1, G.2 & G.3, H, I, J, K, L, N & O FROM TMS#(S) 400-00-00-160 & 400-00-00-219 AND THE ADJUSTMENT OF THE PROPERTY LINES OF TMS#(S) 400-00-00-(232, 230, 061, 060, 238, 231, 233, 239, & 224)

CITY OF NORTH CHARLESTON
CHARLESTON COUNTY, SOUTH CAROLINA

owned by

SOUTH CAROLINA DEPARTMENT OF COMMERCE
DIVISION OF PUBLIC RAILWAYS

No.	Revision	By	Date
1	Planning Comments	fre	1/28/21

APPROVED PLAT
Exempt from Section 18-22 (a) and 18-23 (a) of Subdivision Regulations.
Date: 2 April 2021
Attest: Planning Director
CITY OF NORTH CHARLESTON

PLANNING AND RMC USE ONLY

RECORDED
DATE: 4/6/2021 TIME: 10:01:41 AM
Book-Page: L.21 | 0124 DocType: Large Plat
Michael Miller, Register, Charleston County, SC

Record Fee	$25.00
Postage	$0.00
TOTAL	$25.00
Drawer	Drawer 2
Clerk	SUE

Filed By: THOMAS & HUTTON ENGINEERING
682 JOHNNIE DODDS BLVD
SUITE 100
MT PLEASANT SC 29464
Location: NOISETTE BLVD 2/5

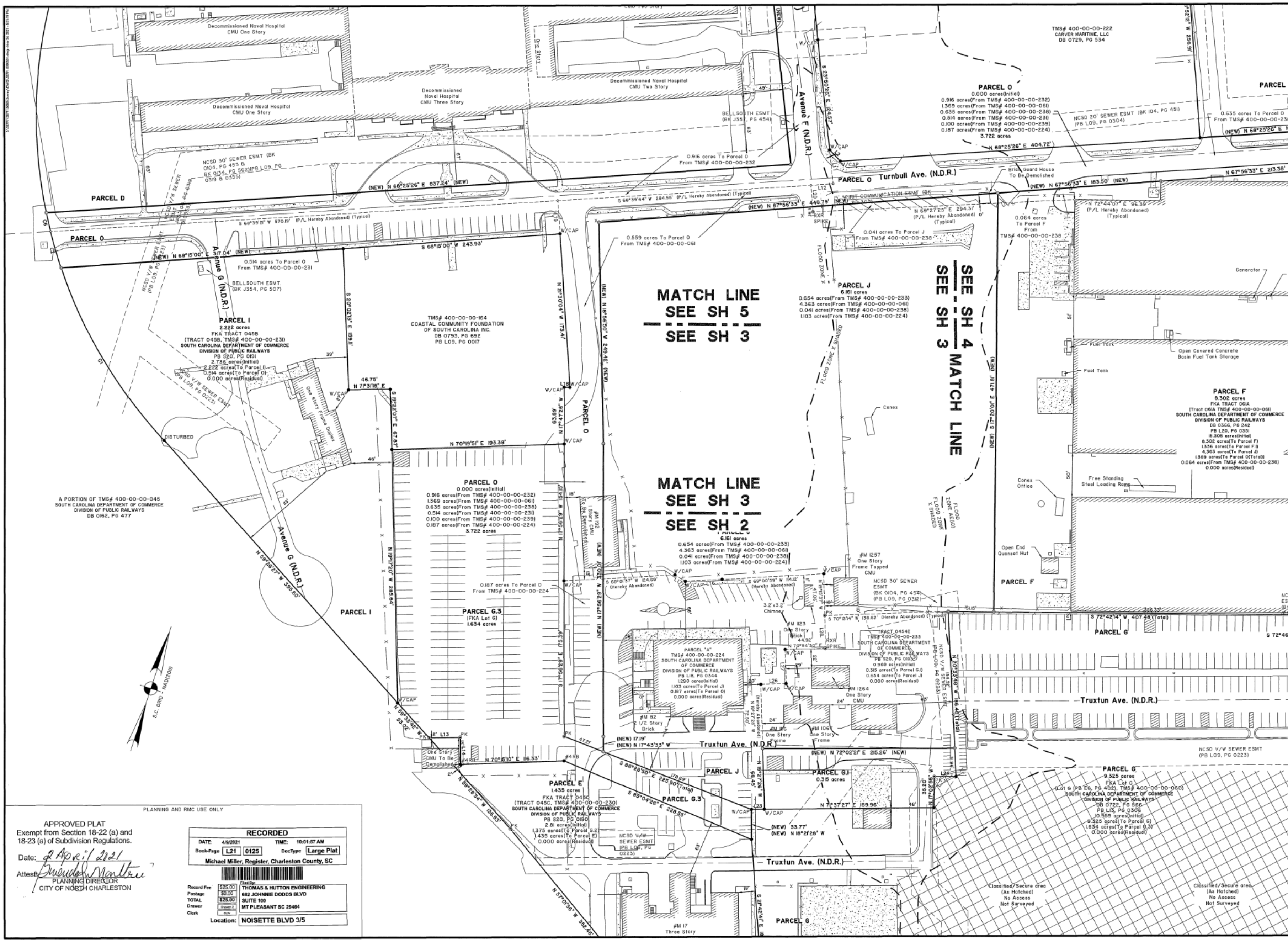
THOMAS & HUTTON
682 Johnnie Dodds Boulevard • Suite 100
Mt. Pleasant, SC 29464 • 843.849.0200
www.thomasandhutton.com

50 0 50 100
1 INCH = 50 FEET

plot	drawn	reviewed	field	crew
10/27/2020	fre	ppg	-	-

28791.0000 SHEET 2 OF 5

L21 x 0125



PLANNING AND RMC USE ONLY

APPROVED PLAT
Exempt from Section 18-22 (a) and
18-23 (a) of Subdivision Regulations.

Date: 2 April 2021

Attest: [signature]
PLANNING DIRECTOR
CITY OF NORTH CHARLESTON

RECORDED

DATE: 4/9/2021 TIME: 10:01:57 AM
Book-Page: L21 0125 DocType: Large Plat
Michael Miller, Register, Charleston County, SC

Record Fee	$25.00
Postage	$0.00
TOTAL	$25.00
Drawer	Drawer 2
Clerk	RJW

Filed By:
THOMAS & HUTTON ENGINEERING
682 JOHNNIE DODDS BLVD
SUITE 100
MT PLEASANT SC 29464

Location: NOISETTE BLVD 3/5

VICINITY MAP not to scale

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NOTES

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2. SEE SHEET 1 OF 5 FOR LINE AND CURVE DATA TABLES.

SYMBOL LEGEND

- SET 3/4 ID OPEN W/ T&H CAP
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- P/L PROPERTY LINE
- (N.D.R.) NO DEDICATED RIGHT-OF-WAY

SOUTH CAROLINA THOMAS & HUTTON ENGINEERING CO. No. C00285 CERTIFICATE OF AUTHORIZATION

SOUTH CAROLINA PROFESSIONAL LAND SURVEYOR F. ELLIOTTE QUINN III No. 10292

I HEREBY STATE THAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE STANDARDS OF PRACTICE MANUAL FOR SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS "A" SURVEY AS SPECIFIED THEREIN.

F. ELLIOTTE QUINN III
SOUTH CAROLINA PROFESSIONAL LAND SURVEYOR
LICENSE NO. 10292

PLAT OF
A PORTION OF THE FORMER
CHARLESTON NAVY BASE
CONSISTING OF 53.038 Ac.
CREATING
PARCELS C, D, E, F & F.1, G, G.1, G.2 & G.3, H , I, J, K, L, N & O
FROM
TMS#(S) 400-00-00-160 & 400-00-00-219 AND THE ADJUSTMENT OF THE PROPERTY LINES OF TMS#(S) 400-00-00-(232, 230, 061, 060, 238, 231, 233, 239, & 224)

CITY OF NORTH CHARLESTON
CHARLESTON COUNTY, SOUTH CAROLINA
owned by
SOUTH CAROLINA DEPARTMENT OF COMMERCE
DIVISION OF PUBLIC RAILWAYS

No.	Revision	By	Date
1	Planning Comments	fre	1/28/21

THOMAS & HUTTON
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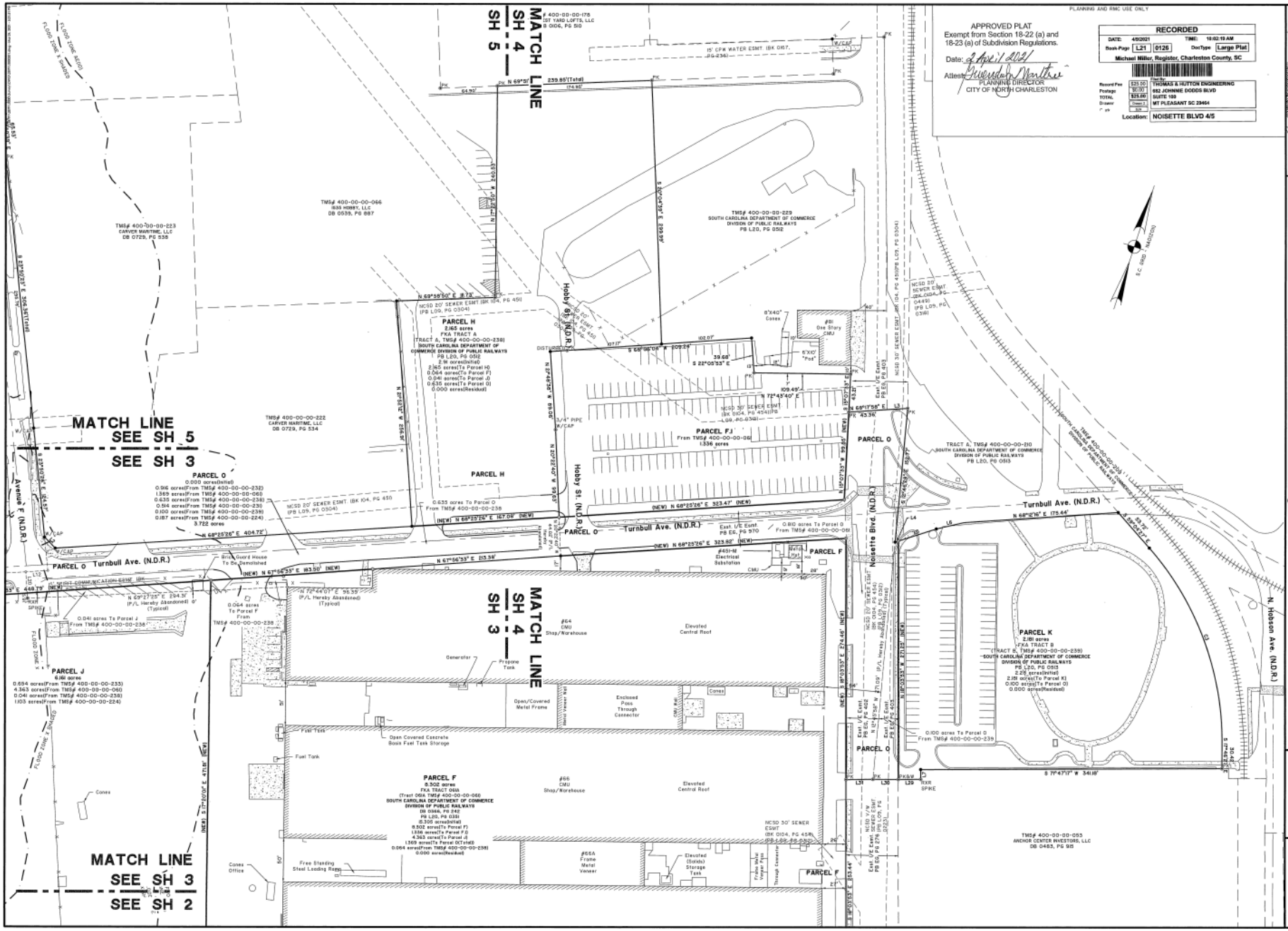
Mt. Pleasant, SC 29464 • 843.849.0200
www.thomasandhutton.com

50 0 50 100
1 INCH = 50 FEET

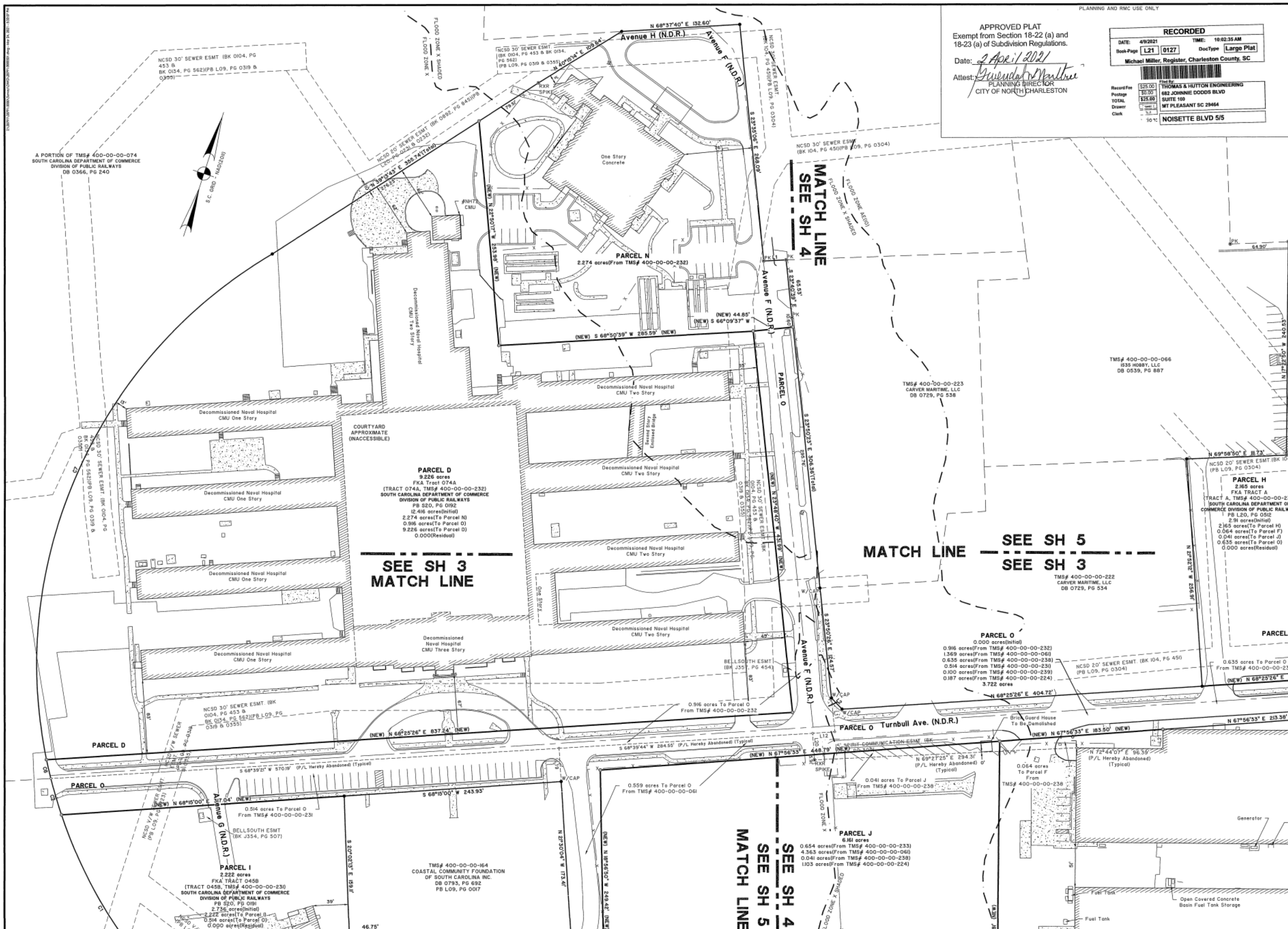
plat	drawn	reviewed	field	crew
10/27/2020	fre	ppg	.	.

28791.0000 SHEET 3 OF 5

L21 x 0126


MATCH LINE SH 4 — SH 5
MATCH LINE SH 4 — SH 3
MATCH LINE SEE SH 5 SEE SH 3
MATCH LINE SEE SH 3 SEE SH 2
PARCEL H 2.165 acres FKA TRACT A
PARCEL O 0.000 acres(Initial)
PARCEL J 6.180 acres
PARCEL F 5.502 acres FKA TRACT 066A
PARCEL F.1 1.336 acres
PARCEL G 0.810 acres
PARCEL K 2.181 acres FKA TRACT B
Turnbull Ave. (N.D.R.)
Hobby St. (N.D.R.)
Noisette Blvd. (N.D.R.)
Avenue E (N.D.R.)
N. Hobson Ave. (N.D.R.)
TMS# 400-00-00-066 (835 HOBBY, LLC DB 0539, PG 887)
TMS# 400-00-00-223 CARVER MARITIME, LLC DB 0729, PG 535
TMS# 400-00-00-222 CARVER MARITIME, LLC DB 0729, PG 534
TMS# 400-00-00-229 SOUTH CAROLINA DEPARTMENT OF COMMERCE DIVISION OF PUBLIC RAILWAYS PB L20, PG 052
TMS# 400-00-00-055 ANCHOR CENTER INVESTORS, LLC DB 0483, PG 915
#64 CMU Shop/Warehouse
#65 CMU Shop/Warehouse
#66 CMU Shop/Warehouse
#66A Frame Metal Veneer
#81 One Story CMU
#430-16 Electrical Substation
Guard House To Be Demolished
Generator
Propane Tank
Fuel Tank
Open/Covered Metal Frame
Enclosed Pass Through Connector
Open Covered Concrete Basis Fuel Tank Storage
Elevated Central Roof
Elevated (Solids) Storage Tank
Free Standing Steel Loading Ramp
Cones Office
Cones
NCSD 20' SEWER ESMT (BK 0104, PG 450) (PB L09, PG 0304)
NCSD 30' SEWER ESMT (BK 0104, PG 454) (PB L09, PG 0304)
15' CPW WATER ESMT. (BK 0167, PG 236)
NCSD 20' SEWER ESMT (BK 0104, PG 450) (PB L09, PG 0304)
NCSD 30' SEWER ESMT (BK 0104, PG 454) (PB L09, PG 0304)
NCSD 20' SEWER ESMT (BK 0104, PG 450) (PB L09, PG 0304)
NCSD 30' SEWER ESMT (BK 0104, PG 454) (PB L09, PG 0304)
East I/E Esmt. PB E51, PG 403
East I/E Esmt. PB E51, PG 970

L21 x 0127



APPROVED PLAT
Exempt from Section 18-22 (a) and 18-23 (a) of Subdivision Regulations.

Date: 2 April 2021

Attest: [signature]
PLANNING DIRECTOR
CITY OF NORTH CHARLESTON

PLANNING AND RMC USE ONLY

RECORDED

DATE: 4/9/2021 TIME: 10:02:35 AM
Book-Page L21 0127 DocType Large Plat
Michael Miller, Register, Charleston County, SC

Record Fee	$25.00	Filed By: THOMAS & HUTTON ENGINEERING
Postage	$0.00	682 JOHNNIE DODDS BLVD
TOTAL	$25.00	SUITE 100
Drawer		MT PLEASANT SC 29464
Clerk		NOISETTE BLVD 5/5

VICINITY MAP not to scale

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NOTES
1. SEE SHEET 1 OF 5 FOR NOTES.
2. SEE SHEET 1 OF 5 FOR LINE AND CURVE DATA TABLES.

SYMBOL LEGEND
- ⊙ SET 3/4 ID OPEN W/ T&H CAP
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- ● #5 REBAR FOUND (UNLESS NOTED)
- ○ BOUNDARY POINT (ABANDONED NO MON.)
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- (N.D.R.) NO DEDICATED RIGHT-OF-WAY

SOUTH CAROLINA THOMAS & HUTTON ENGINEERING CO. No. C00285 CERTIFICATE OF AUTHORIZATION

SOUTH CAROLINA PROFESSIONAL LAND SURVEYOR F. ELLIOTTE QUINN III No. 10292

I HEREBY STATE THAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE STANDARDS OF PRACTICE MANUAL FOR SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS "A" SURVEY AS SPECIFIED THEREIN.

F. ELLIOTTE QUINN III
SOUTH CAROLINA PROFESSIONAL LAND SURVEYOR
LICENSE NO. 10292

PLAT OF

A PORTION OF THE FORMER CHARLESTON NAVY BASE CONSISTING OF 53.038 Ac.

CREATING

PARCELS C, D, E, F & F.1, G, G.1, G.2 & G.3, H , I, J, K, L, N & O FROM TMS#(S) 400-00-00-160 & 400-00-00-219 AND THE ADJUSTMENT OF THE PROPERTY LINES OF TMS#(S) 400-00-00-(232, 230, 061, 060, 238, 231, 233, 239, & 224)

CITY OF NORTH CHARLESTON
CHARLESTON COUNTY, SOUTH CAROLINA

owned by

SOUTH CAROLINA DEPARTMENT OF COMMERCE
DIVISION OF PUBLIC RAILWAYS

No.	Revision	By	Date
1	Planning Comments	fre	1/28/21

THOMAS & HUTTON

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Mt. Pleasant, SC 29464 • 843.849.0200
www.thomasandhutton.com

1 INCH = 50 FEET

plat	drawn	reviewed	field	crew
10/27/2020	fre	ppg	.	.

28791.0000 SHEET 5 OF 5

BK N 547PG242

NOTES AND REFERENCES:

1) THE PROPERTY IS OWNED BY THE NOISETTE CO. LLC.

2) THE TMS IS 400-00-00-PARCELS 056 & 057.

3) THE PROPERTY IS ZONED PUD.

4) REFERENCE PLAT BY FORSBERG ENGINEERING DATED FEB. 23, 2003 AND RECORDED IN THE CHARLESTON COUNTY RMC OFFICE IN PLAT BOOK EG PAGE 403.

5) REFERENCE PLAT BY FORSBERG ENGINEERING DATED JAN. 27, 2003 AND RECORDED IN THE CHARLESTON COUNTY RMC OFFICE IN PLAT BOOK EG PAGES 276 & 277.

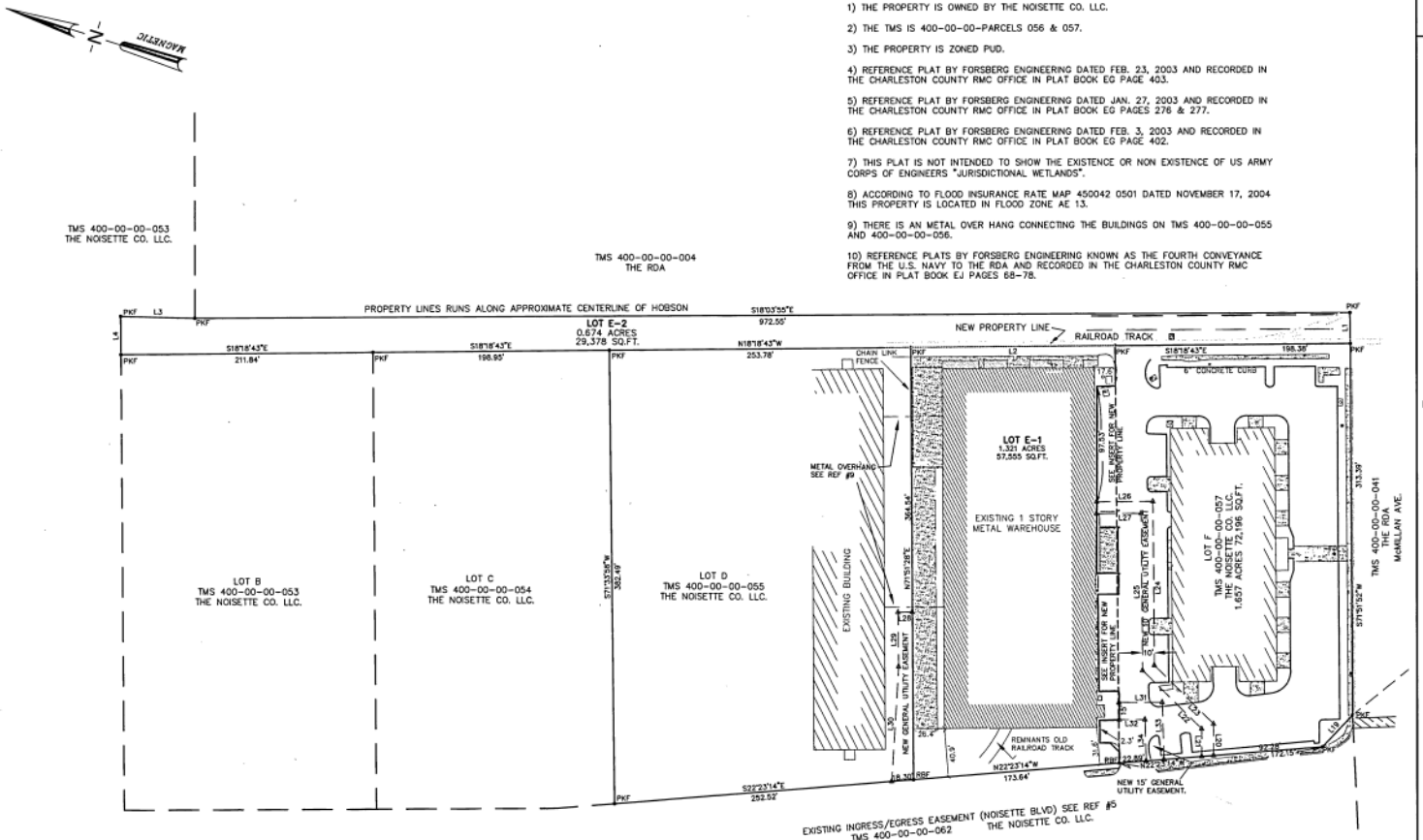
6) REFERENCE PLAT BY FORSBERG ENGINEERING DATED FEB. 3, 2003 AND RECORDED IN THE CHARLESTON COUNTY RMC OFFICE IN PLAT BOOK EG PAGE 402.

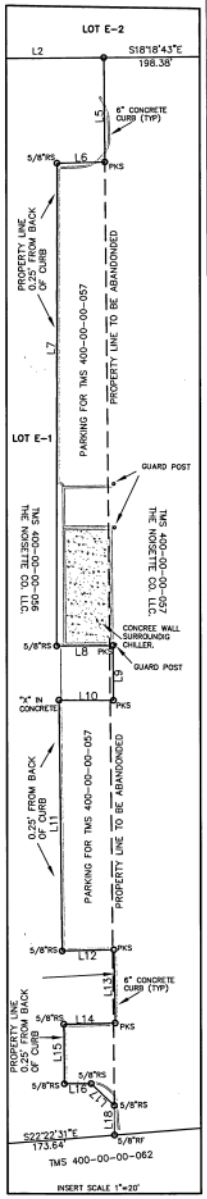
7) THIS PLAT IS NOT INTENDED TO SHOW THE EXISTENCE OR NON EXISTENCE OF US ARMY CORPS OF ENGINEERS "JURISDICTIONAL WETLANDS".

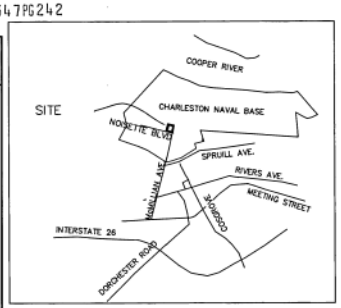
8) ACCORDING TO FLOOD INSURANCE RATE MAP 450042 0501 DATED NOVEMBER 17, 2004 THIS PROPERTY IS LOCATED IN FLOOD ZONE AE 13.

9) THERE IS AN METAL OVER HANG CONNECTING THE BUILDINGS ON TMS 400-00-00-055 AND 400-00-00-056.

10) REFERENCE PLATS BY FORSBERG ENGINEERING KNOWN AS THE FOURTH CONVEYANCE FROM THE U.S. NAVY TO THE RDA AND RECORDED IN THE CHARLESTON COUNTY RMC OFFICE IN PLAT BOOK EJ PAGES 68-78.







VICINITY MAP (NTS.)

LINE TABLE		
LINE	LENGTH	BEARING
L1	26.11	N71°23'00"E
L2	171.82	S18°18'43"E
L3	62.07	S16°25'49"E
L4	32.34	N71°47'26"E
L5	34.10	N71°38'24"E
L6	15.62	N19°21'05"W
L7	157.84	S72°14'22"W
L8	18.35	S18°16'26"E
L9	17.91	S71°43'34"W
L10	17.75	S17°38'37"E
L11	81.93	S71°29'16"W
L12	16.87	S19°25'22"E
L13	23.93	N71°38'55"E
L14	16.78	S19°10'50"E
L15	19.45	N71°39'44"E
L16	8.73	N17°59'24"W
L17	10.39	S25°46'01"W
L18	9.67	S71°38'24"W
L19	36.77	S54°36'09"E
L20	26.65	S72°07'46"W
L21	23.27	S72°07'46"W
L22	69.98	S26°51'59"W
L23	70.03	S26°51'59"W
L24	138.21	S71°40'58"W
L25	132.35	S71°40'58"W
L26	47.32	S18°12'26"E
L27	37.41	S18°12'26"E
L28	12.06	N19°03'44"W
L29	46.25	S71°34'32"W
L30	96.88	S75°42'19"W
L31	36.46	S18°03'08"E
L32	21.59	S18°03'08"E
L33	48.19	S70°35'19"W
L34	34.93	S70°35'19"W

LEGEND:

PKS - PK NAIL SET
RBS - REBAR SET
RBF - REBAR FOUND

SUBDIVISION PLAT LOT E
INTO LOT E-1 & E-2
PROPERTY LINE ADJUSTMENT
BETWEEN LOT E-1 & F
FORMER NAVAL BASE COMPLEX
CITY OF NORTH CHARLESTON
CHARLESTON COUNTY SOUTH CAROLINA
SCALE 1"=50' JULY 11, 2005
REVISED JULY 27, 2005

SOUTH CAROLINA CERTIFICATE OF AUTHORIZATION FORSBERG ENGINEERING & SURVEYING, INC. No. C00343

SOUTH CAROLINA REGISTERED LAND SURVEYOR 21681 LEWIS SMITH MOORE

I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS A SURVEY AS SPECIFIED THEREIN.

7/27/05

LEWIS-SMITH MOORE, P.L.S. No. 21681

FOR THE CITY OF NORTH CHARLESTON AND CHARLESTON COUNTY USE ONLY

APPROVED PLAT
Exempt from Section 18-22 (a) and 18-23 (a) of Subdivision Regulations
Date: 7-29-2005
ATTEST: [signature]
PLANNING DIRECTOR
CITY OF NORTH CHARLESTON

Charleston, South Carolina
Office of Register Mesne Conveyance
Plat recorded this 2nd day of August 2005 at 8:50 o'clock in Plat Book EJ Page 128 and tracing cloth copy filed in File 8 Drawer — Folder 13 Drawing No. 14.
Original plat (a White Print) delivered to Forsberg Engineering.

[signature]
Register Mesne Conveyance

GRAPHIC SCALE
50 0 50 100
(IN FEET)
1 inch = 50 ft.

FORSBERG ENGINEERING AND SURVEYING, INC.
1587 SAVANNAH HIGHWAY SUITE B
P.O. BOX 30575
CHARLESTON, SOUTH CAROLINA 29417
(843) 571-2622 FAX (843) 571-6780
CIVIL ENGINEERING, SURVEYING AND LAND PLANNING

EJ x 128

SURVEYOR'S NOTES:

1) THE PURPOSE OF THIS SURVEY IS TO SUBDIVIDE TMS 400-00-00-052 PROPERTY OF SOUTH CAROLINA DEPARTMENT OF COMMERCE DIVISION OF PUBLIC RAILWAYS INTO 2 PARCELS AND SHOW THE RESIDUAL OF 0.37 ACRES TO BE COMBINED WITH TMS 400-00-00-045 PROPERTY OF SOUTH CAROLINA DEPARTMENT OF COMMERCE DIVISION OF PUBLIC RAILWAYSFOR A TOTAL COMBINED ACREAGE OF TMS 400-00-00-045 BEING 32.50 ACRES.

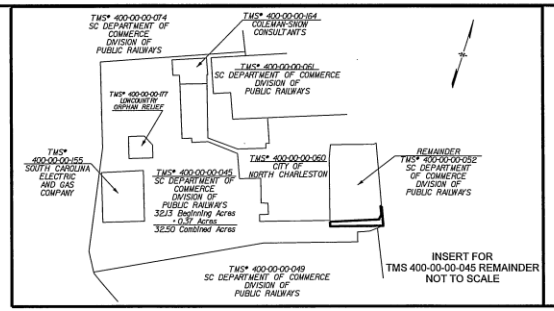
2) THIS SURVEY WAS DONE WITHOUT THE BENEFIT OF A TITLE SEARCH. THERE MAY BE EASEMENTS OR OTHER MATTERS OF RECORD AFFECTING THIS PARCEL THAT ARE NOT SHOWN HEREON. THE REFERENCES SHOWN HEREON WERE THE ONLY REFERENCES USED TO SHOW THE EXISTING PROPERTY LINES.

3) I HAVE CONSULTED THE FLOOD INSURANCE RATE MAP 45019C0501J WITH COMMUNITY PANEL NUMBER 450042 0501 J HAVING AN EFFECTIVE DATE OF NOVEMBER 17, 2004 AND FIND THE SUBJECT PROPERTY SHOWN HEREON AS BEING IN A FLOOD ZONE DESIGNATED AS "ZONE AE" WITH A BASE FLOOD ELEVATION OF 13.

4) THE SUBJECT PARCEL IS ZONED PDD (PLANNED DEVELOPMENT DISTRICT NAVY YARD AT NOISETTE) PER THE CITY OF NORTH CHARLESTON INTERACTIVE ZONING MAP.

5) OTHER THAN SHOWN HEREON, UTILITIES THAT MAY EXIST WERE NOT LOCATED BY THIS SURVEY.

6) TMS 400-00-00-052 IS THE PROPERTY OF THE SC DEPARTMENT OF COMMERCE DIVISION OF PUBLIC RAILWAYS PER CHARLESTON CO. GIS TAX MAP.



FOR THE CITY OF NORTH CHARLESTON AND RMC USE

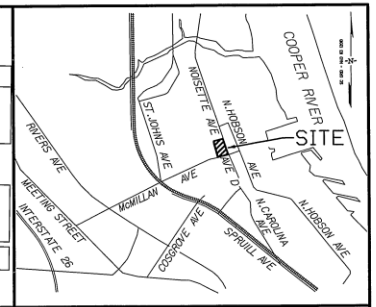
APPROVED PLAT
Exempt from Section 18-22 (a) and 18-23 (a) of Subdivision Regulations.
Date: 25 August 2017
Attest: Jennifer Moultrie
PLANNING DIRECTOR
CITY OF NORTH CHARLESTON

RECORDED
DATE: 8/25/2017 TIME: 2:33:30 PM
Book-Page S17 0201 DocType Small Plat
Charlie Lybrand, Register, Charleston County, SC

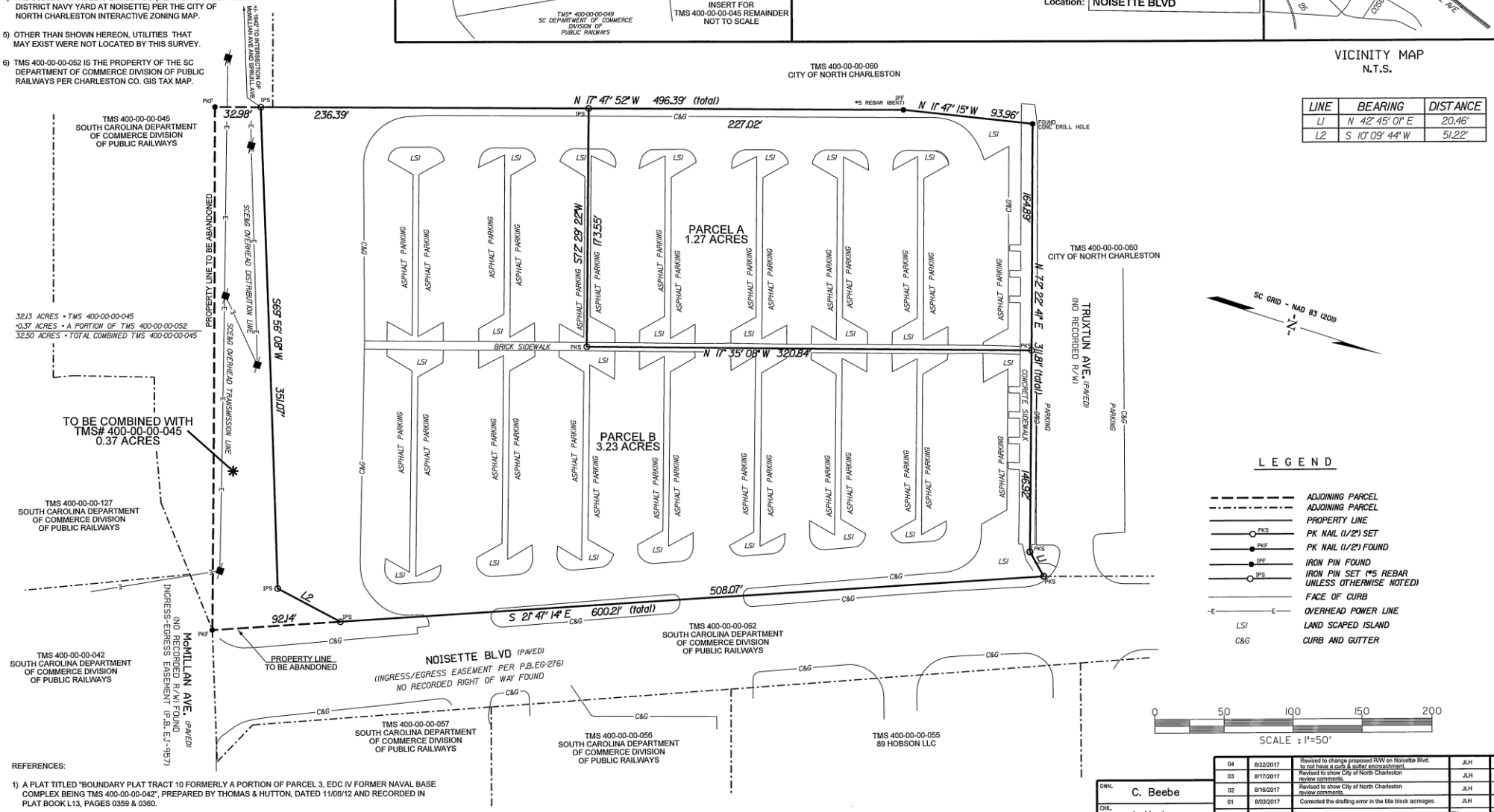
Record Fee	$10.00
Postage	$0.00
TOTAL	$10.00
Drawer	Drawer 4
Clerk	TPS

Filed By:
PFLUG LAW FIRM. LLC
PO BOX 801
0
MT PLEASANT SC 29465-0801 (BOX)

Location: NOISETTE BLVD



VICINITY MAP
N.T.S.



LINE	BEARING	DISTANCE
L1	N 42° 45' 01" E	20.46'
L2	S 10° 09' 44" W	51.22'

LEGEND

- ADJOINING PARCEL
- ADJOINING PARCEL
- PROPERTY LINE
- PK NAIL (1/2") SET
- PK NAIL (1/2") FOUND
- IRON PIN FOUND
- IRON PIN SET (*5 REBAR UNLESS OTHERWISE NOTED)
- FACE OF CURB
- OVERHEAD POWER LINE
- LSI LAND SCAPED ISLAND
- C&G CURB AND GUTTER

REFERENCES:

1) A PLAT TITLED "BOUNDARY PLAT TRACT 10 FORMERLY A PORTION OF PARCEL 3, EDC IV FORMER NAVAL BASE COMPLEX BEING TMS 400-00-00-042", PREPARED BY THOMAS & HUTTON, DATED 11/06/12 AND RECORDED IN PLAT BOOK L13, PAGES 0359 & 0360.

2) A PLAT TITLED "PLAT SHOWING THE RESUBSIVISION BETWEEN PARCELS 400-00-00-042 & 400-00-00-076 AND THE CREATION OF LOT A FORMER NAVAL BASE COMPLEX", PREPARED BY FORSBERG ENGINEERING AND SURVEYING, INC. DATED JUNE 6, 2006 REVISED JULY 27, 2006 AND RECORDED IN PLAT BOOK EJ PAGE 957.

3) REFERENCE DEED RECORDED IN THE CHARLESTON COUNTY RMC OFFICE ON NOVEMBER 15, 2002 IN DEED BOOK W425 PAGE 593.

4) A PLAT TITLED "SUBDIVISION PLAT TMS 400-00-00-045 INTO LOTS A, B, C, D, E, & F CITY OF NORTH CHARLESTON FORMER NAVY BASE COMPLEX", PREPARED BY FORSBERG ENGINEERING AND SURVEYING, INC., DATED JANUARY 27, 2003 REVISED FEBRUARY 18, 2003 AND RECORDED IN PLAT BOOK EG PAGE 276.

5) A PLAT TITLED "SUBDIVISION PLAT LOT E INTO LOT E-1 & E-2 PROPERTY LINE ADJUSTMENT BETWEEN LOT E-1 & F FORMER NAVAL BASE COMPLE CITY OF NORTH CHARLESTON", PREPARED BY FORSBERG ENGINEERING AND SURVEYING, INC., DATED JULY 11, 2005 REVISED JULY 27, 2005 AND RECORDED IN PLAT BOOK EJ PAGE 128.

I HEREBY STATE THAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE STANDARDS OF PRACTICE MANUAL FOR SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS (A) SURVEY AS SPECIFIED THEREIN. SEE HEREON SURVEYOR'S NOTES AS TO THE EXTENT AND PURPOSE OF THIS SURVEY.

John L. Hudson
JOHN L. HUDSON S.C.PLS NO. 6957

REV. NO.	DATE		BY	APP.
04	8/22/2017	Revised to change proposed R/W on Noisette Blvd. to not have a curb & gutter encroachment.	JLH	JLH
03	8/17/2017	Revised to show City of North Charleston review comments.	JLH	JLH
02	8/16/2017	Revised to show City of North Charleston review comments.	JLH	JLH
01	8/03/2017	Corrected the drafting error in the title block acreages.	JLH	JLH

DWN. C. Beebe
CHK. J. Hudson
PLAT No. 1595
PROJECT No. 221057

SOUTH CAROLINA CDM Smith Inc. No. C00402 CERTIFICATE OF AUTHORIZATION

PLAT SHOWING SUBDIVISION OF
TMS # 400-00-00-052 (4.87 ACRES) PROPERTY
OF S.C. DEPARTMENT OF COMMERCE DIVISION
OF PUBLIC RAILWAYS INTO
PARCEL A (1.27 ACRES) AND PARCEL B (3.23 ACRES) WITH
REMAINDER OF TMS# 400-00-00-052
(0.37 ACRES) TO BE COMBINED WITH
TMS 400-00-00-045 PROPERTY
OF S.C. DEPARTMENT OF COMMERCE DIVISION
OF PUBLIC RAILWAYS RESULTING WITH
A TOTAL COMBINED ACREAGE FOR
TMS 400-00-00-045 BEING 32.50 ACRES

PLAT PREPARED FOR
SOUTHEASTERN VALUE PURITAN MILL, LLC

CITY OF NORTH CHARLESTON, CHARLESTON COUNTY, SOUTH CAROLINA

CDM Smith
1441 Main Street
Suite 1000
Columbia, SC 29201
Tel: (803) 758-4500

DATE 7/10/2017

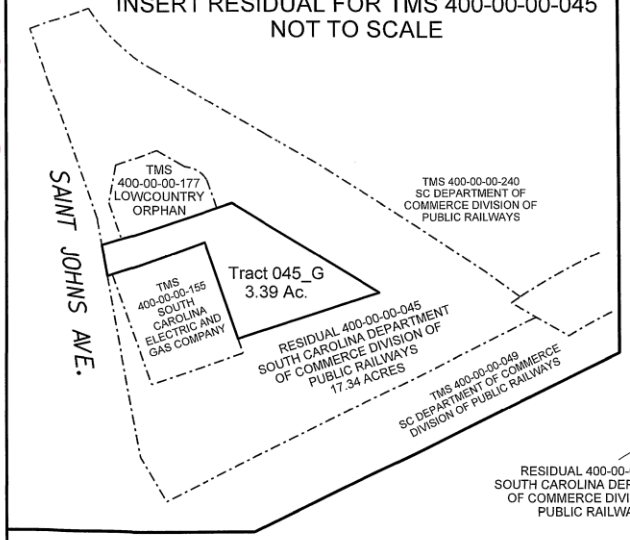
CADD FILE: K:\Proposals\Charleston\Intermodal\ 214.aurora 2017 Weaver Capital Partners\DWG\TMS 400-00-00-052 Platdgn

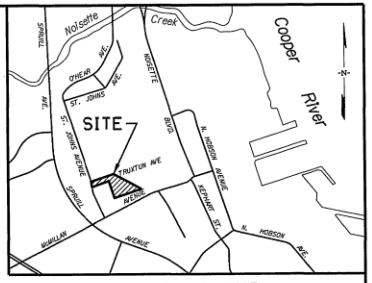
SHEET 1 OF 1

S17 X 0201

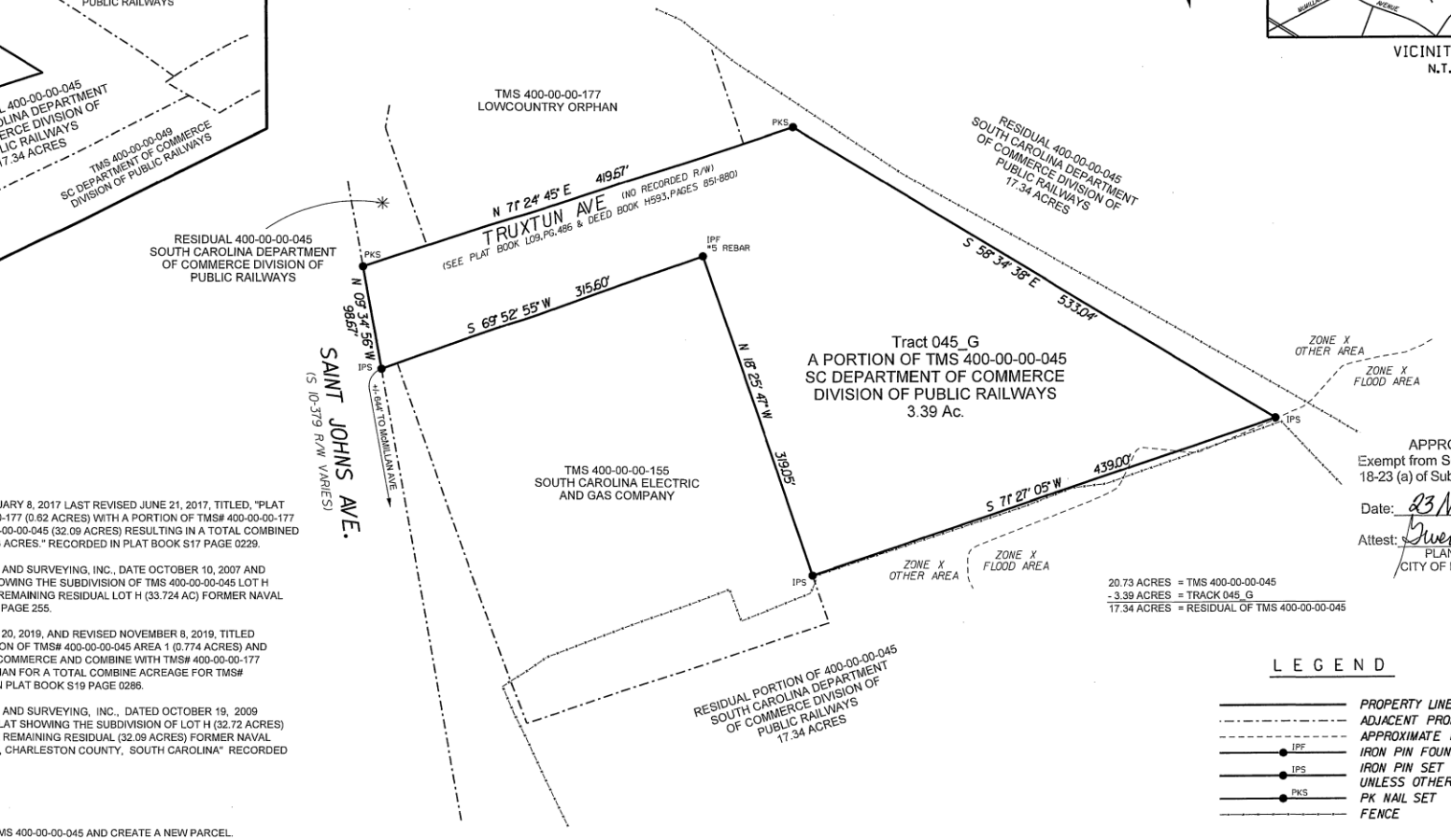
S21 x 0241

INSERT RESIDUAL FOR TMS 400-00-00-045
NOT TO SCALE





VICINITY MAP
N.T.S.



APPROVED PLAT
Exempt from Section 18-22 (a) and 18-23 (a) of Subdivision Regulations.
Date: 23 November 2021
Attest: Gwendolyn Mantione
PLANNING DIRECTOR
CITY OF NORTH CHARLESTON

20.73 ACRES = TMS 400-00-00-045
- 3.39 ACRES = TRACK 045_G
17.34 ACRES = RESIDUAL OF TMS 400-00-00-045

LEGEND

- PROPERTY LINE
- ADJACENT PROPERTY LINE
- APPROXIMATE FLOOD LINE
- IPF — IRON PIN FOUND
- IPS — IRON PIN SET (#5 REBAR UNLESS OTHERWISE NOTED)
- PKS — PK NAIL SET
- FENCE

REFERENCES:

1. PLAT PREPARED BY CDM SMITH, DATED FEBRUARY 8, 2017 LAST REVISED JUNE 21, 2017, TITLED, "PLAT SHOWING THE SUBDIVISION OF TMS# 400-00-00-177 (0.62 ACRES) WITH A PORTION OF TMS# 400-00-00-177 (0.04 ACRES) TO BE COMBINED WITH TMS# 400-00-00-045 (32.09 ACRES) RESULTING IN A TOTAL COMBINED ACREAGE FOR TMS# 400-00-00-045 BEING 32.13 ACRES." RECORDED IN PLAT BOOK S17 PAGE 0229.
2. PLAT PREPARED BY FORSBERG ENGINEERING AND SURVEYING, INC., DATE OCTOBER 10, 2007 AND REVISED OCTOBER 25, 2007, TITLED, "PLAT SHOWING THE SUBDIVISION OF TMS 400-00-00-045 LOT H (36.226 AC.) INTO NEW LOT H-1 (2.502 AC) AND REMAINING RESIDUAL LOT H (33.724 AC) FORMER NAVAL BASE COMPLEX" RECORDED IN PLAT BOOK EL PAGE 255.
3. PLAT PREPARED BY CDM SMITH, DATE MARCH 20, 2019, AND REVISED NOVEMBER 8, 2019, TITLED "PLAT SHOWING THE SUBDIVISION OF A PORTION OF TMS# 400-00-00-045 AREA 1 (0.774 ACRES) AND AREA 3 (0.01 ACRES) OWNED BY SC DEPT. OF COMMERCE AND COMBINE WITH TMS# 400-00-00-177 (0.583 ACRES) OWNED BY LOWCOUNTRY ORPHAN FOR A TOTAL COMBINE ACREAGE FOR TMS# 400-00-00-177 BEING 1.357 ACRES" RECORED IN PLAT BOOK S19 PAGE 0286.
4. PLAT PREPARED BY FORSBERG ENGINEERING AND SURVEYING, INC., DATED OCTOBER 19, 2009 LAST REVISED DECEMBER 2, 2009, TITLED, "PLAT SHOWING THE SUBDIVISION OF LOT H (32.72 ACRES) INTO NEW PARCEL 780 (0.627 ACRES) AND THE REMAINING RESIDUAL (32.09 ACRES) FORMER NAVAL BASE COMPLEX CITY OF NORTH CHARLESTON, CHARLESTON COUNTY, SOUTH CAROLINA" RECORDED IN PLAT BOOK L09 PAGE 0486.

SURVEYOR'S STATEMENTS:

1. THE PURPOSE OF THIS PLAT IS TO SUBDIVIDE TMS 400-00-00-045 AND CREATE A NEW PARCEL.
2. THIS PLAT IS NOT INTENDED TO SHOW EASEMENTS OF ANY KIND. SUCH AS BUT NOT LIMITED TO: PRIVATE STREETS, EGRESS/INGRESS EASEMENTS, NOR UTILITY EASEMENTS OF ANY KIND (i.e.POWER, TELEPHONE, SANITARY and/or STORM SEWER) THAT THIS PROPERTY MAY BE SUBJECT TO.
3. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE EXAMINATION. THERE MAY BE EASEMENTS, RIGHTS OF WAY OR OTHER MATTERS OF RECORD NOT SHOWN HEREON. ONLY THE PUBLIC RECORDS REFERENCED ON THIS PLAT WERE USED TO CONSTRUCT THE BOUNDARIES OF THE LAND PARCELS SHOWN HEREON. THEY ARE NOT AND DO NOT CONSTITUTE A TITLE SEARCH.
4. OTHER THAN SHOWN HEREON, THIS SURVEY IS NOT INTENDED TO SHOW EXISTING IMPROVEMENTS NOR DEVELOPMENT SUCH AS; BUT NOT LIMITED TO BUILDINGS, ROADS, FENCES, NOR UTILITIES FOR THE SUBJECT OR ADJACENT PROPERTIES.
5. NO ENVIRONMENTAL SURVEYS OR SUBSURFACE INVESTIGATIONS WERE MADE AT THIS TIME FOR THIS SURVEY AND PLAT OF THE SUBJECT PROPERTY SHOWN HEREON. THIS PLAT DOES NOT REFLECT THE EXISTENCE OR NONEXISTENCE OF WETLANDS, OCRM CRITICAL AREAS, HAZARDOUS WASTE OR OTHER CONDITIONS WHICH MAY BE REVEALED THROUGH ADDITIONAL SURVEYS AND/OR INVESTIGATIONS. NO CERTIFICATION IS MADE HEREON, EXPRESSED OR IMPLIED TO THE PRESENCE OR ABSENCE OF THE SAME.
6. I HAVE CONSULTED THE FLOOD INSURANCE RATE MAPS HAVING COMMUNITY PANEL NUMBER 450042 0501K WITH MAP NUMBER 45019C0501K WITH AN EFFECTIVE DATE OF JANUARY 29, 2021 AND FIND PORTIONS OF THE SUBJECT PROPERTY SHOWN HEREON IN FLOOD ZONE DESIGNATED "ZONE X" OTHER FLOOD AREAS AND PORTIONS OF THE SUBJECT PROPERTY DESIGNATED OUTSIDE FLOOD AREA DESIGNATED "ZONE X" OTHER AREAS.
7. THE PROPOSED PARCEL IS ZONED PDD (PLANNED DEVELOPMENT DISTRICT) PER THE CITY OF NORTH CHARLESTON GIS WEBSITE.

RECORDED
DATE: 12/7/2021 TIME: 7:32:56 AM
Book-Page S21 0241 DocType Small/Plat
Michael Miller, Register, Charleston County, SC

		Filed By:
Record Fee	$25.00	CDM SMITH
Postage	$2.00	JOHN HUDSON
TOTAL	$27.00	1441 MAIN STREET SUITE 1000
Drawer	Drawer 2	COLUMBIA SC 29201
Clerk	SLW	

Location: ST JOHNS AVE

I HEREBY STATE THAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE STANDARDS of PRACTICE MANUAL FOR SURVEYING IN SOUTH CAROLINA, FOR SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS A SURVEY AS SPECIFIED. SEE ABOVE SURVEYOR'S NOTES AS TO THE EXTENT AND PURPOSE OF THIS SURVEY.

JOHN L. HUDSON S.C.PLS NO. 6957

0 80 160 240 320
SCALE : 1"=80'

DWN. C. Beebe				
CHK. J. Hudson				
PLAT No. 1705	REV. NO.	DATE	BY	APP.
PROJECT No. 108253				

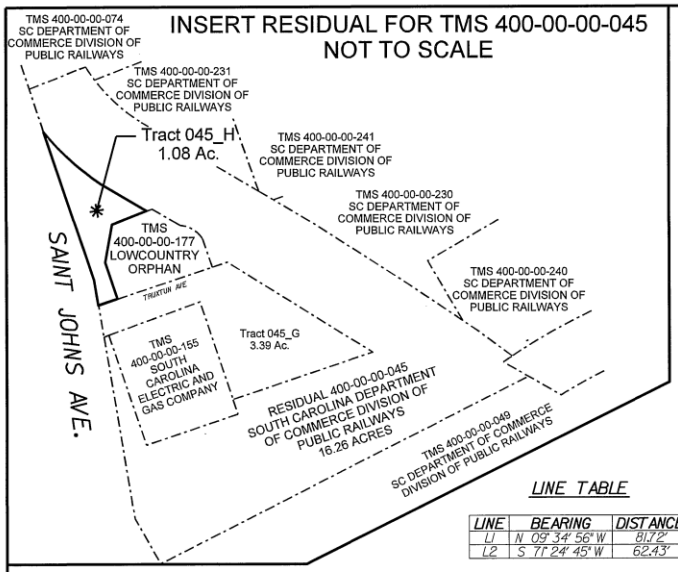
SOUTH CAROLINA CDM Smith Inc. No. C00402 CERTIFICATE OF AUTHORIZATION

SUBDIVISION PLAT SHOWING
TRACT 045G (3.39 Ac.)
SUBDIVIDED FROM
TMS 400-00-00-045 (20.73 Ac.)
LEAVING A RESIDUAL OF
TMS 400-00-00-045 (17.34 Ac.)

PREPARED FOR AND OWNED BY
SOUTH CAROLINA DEPARTMENT OF COMMERCE DIVISION OF PUBLIC RAILWAYS
CITY of NORTH CHARLESTON, CHARLESTON COUNTY, SOUTH CAROLINA

CDM Smith
1441 Main Street
Suite 1000
Columbia, SC 29201
Tel: (803) 758-4500

DATE 09/09/2021
CADD FILE: KN185144-Charleston,Intermodal\214.Surv\2021\March Rail Re Alignments\dgn 1,2,3\New plats\SC27215-045-Subdiv
SHEET 1 OF 1

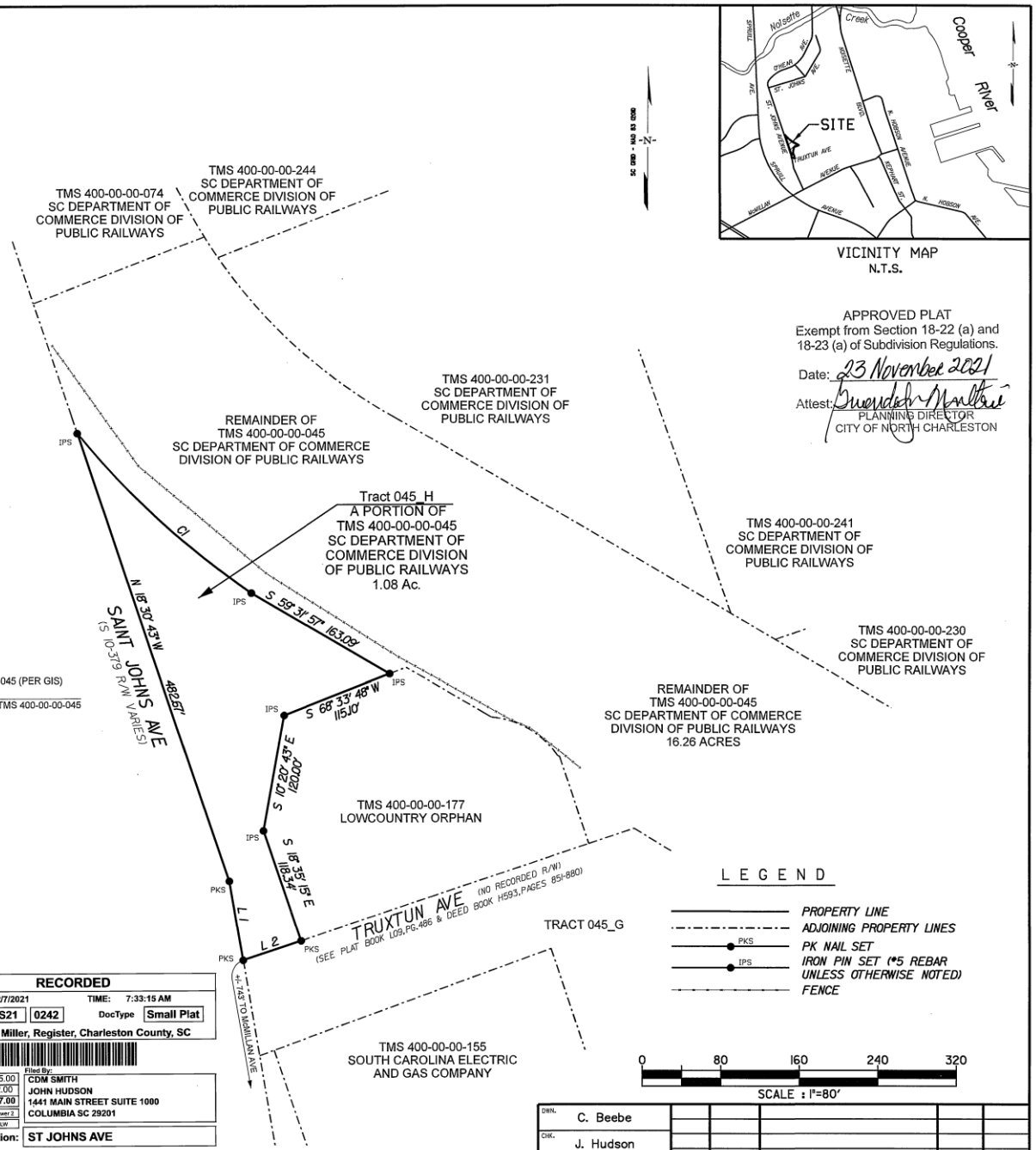


LINE TABLE

LINE	BEARING	DISTANCE
L1	N 09° 34' 56" W	81.12'
L2	S 71° 24' 45" W	62.43'

CURVE TABLE

CURVE	RADIUS	LENGTH	DELTA	CHORD DISTANCE	CHORD BEARING
C1	842.37'	241.29'	16° 24' 43" (LT)	240.47'	S 41° 11' 31" E



VICINITY MAP
N.T.S.

APPROVED PLAT
Exempt from Section 18-22 (a) and
18-23 (a) of Subdivision Regulations.
Date: 23 November 2021
Attest: Gwendolyn Moultrie
PLANNING DIRECTOR
CITY OF NORTH CHARLESTON

17.34 ACRES = TMS 400-00-00-045 (PER GIS)
- 1.08 ACRES = TRACK 045_H
16.26 ACRES = RESIDUAL OF TMS 400-00-00-045

REFERENCES:

1. PLAT PREPARED BY CDM SMITH, DATED FEBRUARY 8, 2017 LAST REVISED JUNE 21, 2017, TITLED, "PLAT SHOWING THE SUBDIVISION OF TMS# 400-00-00-177 (0.62 ACRES) WITH A PORTION OF TMS# 400-00-00-177 (0.04 ACRES) TO BE COMBINED WITH TMS# 400-00-00-045 (32.09 ACRES) RESULTING IN A TOTAL COMBINED ACREAGE FOR TMS# 400-00-00-045 BEING 32.13 ACRES." RECORDED IN PLAT BOOK S17 PAGE 0229.
2. PLAT PREPARED BY FORSBERG ENGINEERING AND SURVEYING, INC., DATE OCTOBER 10, 2007 AND REVISED OCTOBER 25, 2007, TITLED, "PLAT SHOWING THE SUBDIVISION OF TMS 400-00-00-045 LOT H (36.226 AC.) INTO NEW LOT H-1 (2.502 AC) AND REMAINING RESIDUAL LOT H (33.724 AC) FORMER NAVAL BASE COMPLEX" RECORDED IN PLAT BOOK EL PAGE 255.
3. PLAT PREPARED BY CDM SMITH, DATE MARCH 20, 2019, AND REVISED NOVEMBER 8, 2019, TITLED "PLAT SHOWING THE SUBDIVISION OF A PORTION OF TMS# 400-00-00-045 AREA 1 (0.774 ACRES) AND AREA 3 (0.01 ACRES) OWNED BY SC DEPT. OF COMMERCE AND COMBINE WITH TMS# 400-00-00-177 (0.583 ACRES) OWNED BY LOWCOUNTRY ORPHAN FOR A TOTAL COMBINE ACREAGE FOR TMS# 400-00-00-177 BEING 1.367 ACRES" RECORED IN PLAT BOOK S19 PAGE 0286.
4. PLAT PREPARED BY FORSBERG ENGINEERING AND SURVEYING, INC., DATED OCTOBER 19, 2009 LAST REVISED DECEMBER 2, 2009, TITLED, "PLAT SHOWING THE SUBDIVISION OF LOT H (32.72 ACRES) INTO NEW PARCEL 780 (0.627 ACRES) AND THE REMAINING RESIDUAL (32.09 ACRES) FORMER NAVAL BASE COMPLEX CITY OF NORTH CHARLESTON, CHARLESTON COUNTY, SOUTH CAROLINA" RECORDED IN PLAT BOOK L09 PAGE 0486.

SURVEYOR'S STATEMENTS:

1. THE PURPOSE OF THIS PLAT IS TO SUBDIVIDE TMS 400-00-00-045 AND CREATE A NEW PARCEL.
2. THIS PLAT IS NOT INTENDED TO SHOW EASEMENTS OF ANY KIND. SUCH AS BUT NOT LIMITED TO: PRIVATE STREETS, EGRESS/INGRESS EASEMENTS, NOR UTILITY EASEMENTS OF ANY KIND (i.e.POWER, TELEPHONE, SANITARY and/or STORM SEWER) THAT THIS PROPERTY MAY BE SUBJECT TO.
3. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE EXAMINATION. THERE MAY BE EASEMENTS, RIGHTS OF WAY OR OTHER MATTERS OF RECORD NOT SHOWN HEREON. ONLY THE PUBLIC RECORDS REFERENCED ON THIS PLAT WERE USED TO CONSTRUCT THE BOUNDARIES OF THE LAND PARCELS SHOWN HEREON. THEY ARE NOT AND DO NOT CONSTITUTE A TITLE SEARCH.
4. OTHER THAN SHOWN HEREON, THIS SURVEY IS NOT INTENDED TO SHOW EXISTING IMPROVEMENTS NOR DEVELOPMENT SUCH AS; BUT NOT LIMITED TO BUILDINGS, ROADS, FENCES, NOR UTILITIES FOR THE SUBJECT OR ADJACENT PROPERTIES.
5. NO ENVIRONMENTAL SURVEYS OR SUBSURFACE INVESTIGATIONS WERE MADE AT THIS TIME FOR THIS SURVEY AND PLAT OF THE SUBJECT PROPERTY SHOWN HEREON. THIS PLAT DOES NOT REFLECT THE EXISTENCE OR NONEXISTENCE OF WETLANDS, OCRM CRITICAL AREAS, HAZARDOUS WASTE OR OTHER CONDITIONS WHICH MAY BE REVEALED THROUGH ADDITIONAL SURVEYS AND/OR INVESTIGATIONS. NO CERTIFICATION IS MADE HEREON, EXPRESSED OR IMPLIED TO THE PRESENCE OR ABSENCE OF THE SAME.
6. I HAVE CONSULTED THE FLOOD INSURANCE RATE MAPS HAVING COMMUNITY PANEL NUMBER 450042 0501K WITH MAP NUMBER 45019C0501K WITH AN EFFECTIVE DATE OF JANUARY 29, 2021 AND FIND THE SUBJECT PROPERTY SHOWN HEREON AS BEING OUTSIDE FLOOD AREA AND DESIGNATED "ZONE X" OTHER AREAS.
7. THE PROPOSED PARCEL IS ZONED PDD (PLANNED DEVELOPMENT DISTRICT) PER THE CITY OF NORTH CHARLESTON GIS WEBSITE.

RECORDED
DATE: 12/7/2021 TIME: 7:33:15 AM
Book-Page S21 0242 DocType Small Plat
Michael Miller, Register, Charleston County, SC

Record Fee	$25.00	Filed By: CDM SMITH
Postage	$2.00	JOHN HUDSON
TOTAL	$27.00	1441 MAIN STREET SUITE 1000
Drawer	Drawer 2	COLUMBIA SC 29201
Clerk	SLW	

Location: ST JOHNS AVE

I HEREBY STATE THAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE STANDARDS OF PRACTICE MANUAL FOR SURVEYING IN SOUTH CAROLINA, FOR SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS A SURVEY AS SPECIFIED. SEE ABOVE SURVEYOR'S NOTES AS TO THE EXTENT AND PURPOSE OF THIS SURVEY.

JOHN L. HUDSON S.C.PLS NO. 6957

LEGEND
- PROPERTY LINE
- ADJOINING PROPERTY LINES
- PKS PK NAIL SET
- IPS IRON PIN SET (#5 REBAR UNLESS OTHERWISE NOTED)
- FENCE

DWN.	C. Beebe
CHK.	J. Hudson
PLAT No.	1706
PROJECT No.	108253

SOUTH CAROLINA CDM Smith Inc. No. C00402 CERTIFICATE OF AUTHORIZATION

REV. NO.	DATE	BY	APP.

SUBDIVISION PLAT SHOWING
TRACT 045H (1.08 Ac.)
SUBDIVIDED FROM
TMS 400-00-00-045 (17.34 Ac.)
LEAVING A RESIDUAL OF
TMS 400-00-00-045 (16.26Ac.)

PREPARED FOR AND OWNED BY
SOUTH CAROLINA DEPARTMENT OF
COMMERCE DIVISION OF PUBLIC RAILWAYS
CITY of NORTH CHARLESTON, CHARLESTON COUNTY, SOUTH CAROLINA

CDM Smith
1441 Main Street
Suite 1000
Columbia, SC 29201
Tel: (803) 788-4500

DATE 09/10/2021
CADD FILE: N\400\44...\Charleston\Intermodal\1214.Surv\...\2021\North Rail RW & plats\dgn 12.2\New plats\882721\DWG.dgn
SHEET 1 OF 1

S21 x 0242

L20 x 0352

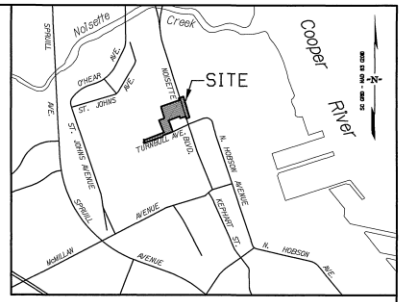
FOR CITY OF NORTH CHARLESTON AND RMC USE

APPROVED PLAT
Exempt from Section 18-22 (a) and 18-23 (a) of Subdivision Regulations.
Date: 21 September 2020
Attest: Jacqueline Mauldin
PLANNING DIREADOR
CITY OF NORTH CHARLESTON

RECORDED
DATE: 9/22/2020 TIME: 2:24:55 PM
Book-Page: L20 | 0352 DocType: Large Plat
Michael Miller, Register, Charleston County, SC

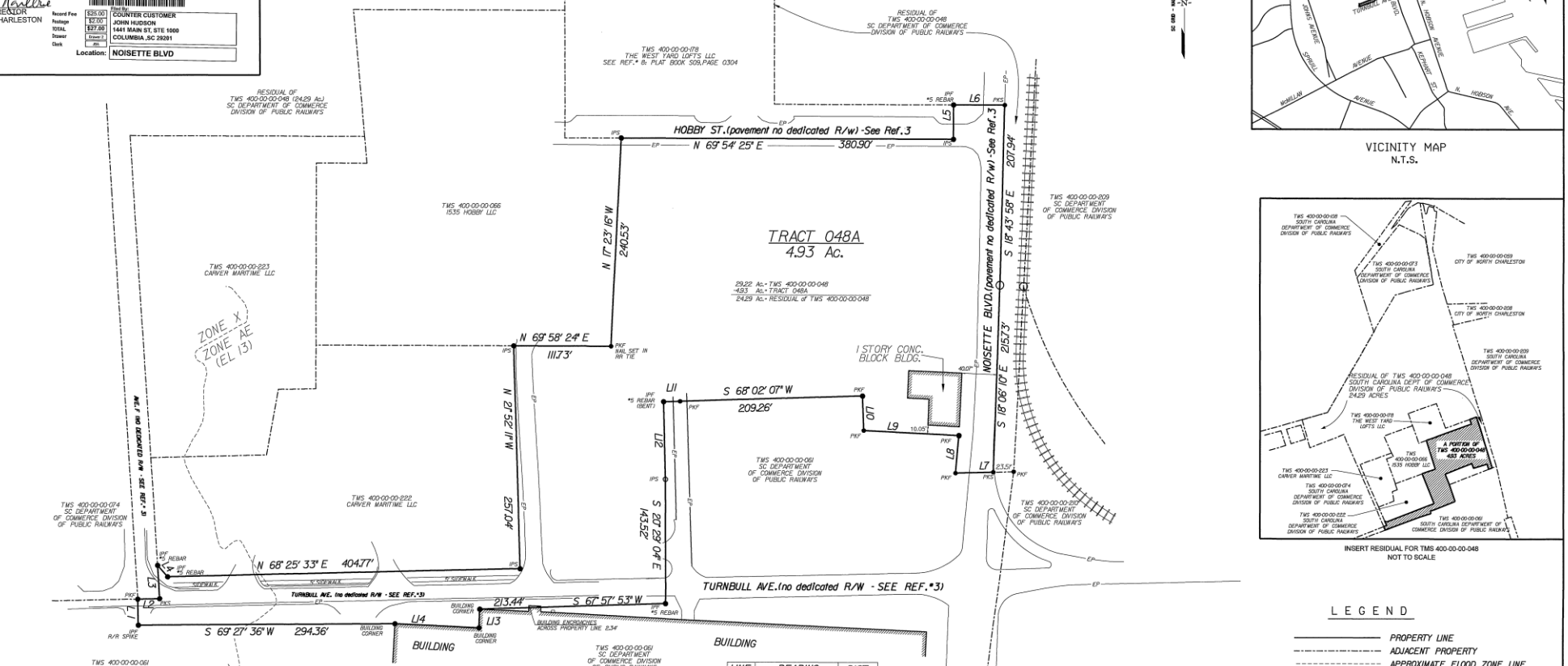
Record Fee	$25.00	Filed By: COUNTER CUSTOMER
Postage	$2.00	JOHN HUDSON
TOTAL	$27.00	1441 MAIN ST, STE 1000
Drawer	Drawer 2	COLUMBIA, SC 29201
Clerk	ABL	

Location: NOISETTE BLVD



VICINITY MAP
N.T.S.

INSERT RESIDUAL FOR TMS 400-00-00-048
NOT TO SCALE



LINE	BEARING	DIST.
L1	N 21° 54' 30" W	30.05'
L2	N 68° 39' 21" E	25.02'
L3	N 23° 49' 57" W	38.50'
L4	S 61° 18' 33" E	17.46'
L5	N 20° 06' 45" W	39.73'
L6	N 69° 50' 04" E	58.82'
L7	S 68° 20' 00" W	43.36'
L8	N 15° 11' 24" W	43.22'
L9	S 72° 43' 21" W	109.39'
L10	N 22° 03' 59" W	39.89'
L11	S 67° 49' 00" W	18.97'
L12	S 21° 35' 28" E	89.24'
L13	S 17° 17' 30" E	21.82'
L14	S 72° 44' 07" W	96.39'

LEGEND

- PROPERTY LINE
- ADJACENT PROPERTY
- APPROXIMATE FLOOD ZONE LINE
- IPF — IRON PIN FOUND
- PKF — PK NAIL FOUND
- IPS — IRON PIN SET (*5 REBAR UNLESS OTHERWISE NOTED)
- PKS — PK NAIL SET
- EP — EDGE OF PAVEMENT
- RAILROAD TRACKS

0 60 120 180 240
SCALE : 1"=60'

REFERENCES:

1. PLAT PREPARED BY FORSBERG ENGINEERING AND SURVEYING, INC., DATED DECEMBER 8, 2003 (REVISED JANUARY 7, 2004), TITLED "PROPERTY LINE ADJUSTMENT TMS 400-00-00-045 & TMS 400-00-00-048 (LOT D) SUBDIVISION OF TMS 400-00-00-047 INTO PARCELS A & B CITY OF NORTH CHARLESTON FORMER NAVAL BASE COMPLEX COUNTY OF CHARLESTON, SOUTH CAROLINA", RECORDED IN PLAT BOOK EG PAGE 856.
2. PLAT PREPARED BY FORSBERG ENGINEERING AND SURVEYING, INC., DATED OCTOBER 19, 2009 AND LAST REVISED DECEMBER 2, 2009, TITLED "PLAT SHOWING THE SUBDIVISION OF LOT H (32.72 ACRES) INTO NEW PARCEL 780 (0.627 ACRES) AND THE REMAINING RESIDUAL (32.09 ACRES) RECORDED IN PLAT BOOK L09, PAGE 0486 IN CHARLESTON COUNTY RMC OFFICE.
3. SEE DEED RECORDED IN THE CHARLSETON COUNTY RMC OFFICE IN DEED BOOK H593 PAGES 851-880 FOR THE EXISTING INGRESS/EGRESS EASEMENT FOR ROADS ON THE FORMER NAVAL BASE COMPLEX.
4. PLAT RECORDED IN CHARLESTON COUNTY RMC OFFICE IN PLAT BOOK L09, PAGE 0017.
5. PLAT RECORDED IN CHARLESTON COUNTY RMC OFFICE IN PLAT BOOK S17, PAGE 0201.
6. PLAT RECORDED IN CHARLESTON COUNTY RMC OFFICE IN PLAT BOOK S17, PAGE 0229.
7. PLAT RECORDED IN CHARLESTON COUNTY RMC OFFICE IN PLAT BOOK L18, PAGE 0093.
8. PLAT RECORDED IN CHARLESTON COUNTY RMC OFFICE IN PLAT BOOK S09, PAGE 0304

SURVEYOR'S STATEMENTS:

1. SUBJECT PARCEL IS ZONED PDD (PLANNED DEVELOPMENT DISTRICT - NAVY YARD AT NOISETTE) PER THE CITY OF NORTH CHARLESTON INTERACTIVE ZONING MAP.
2. I HAVE CONSULTED THE FLOOD INSURANCE RATE MAP WITH COMMUNITY PANEL NUMBER 450042 0501 J AND MAP NUMBER 45019C0501J HAVING AN EFFECTIVE DATE OF NOVEMBER 17, 2004 AND FIND A PORTION OF THE SUBJECT PARCEL IS LOCATED IN A "ZONE X" DESCRIBED AS AREAS OUTSIDE 500 YEAR FLOODPLAIN AND IN A "ZONE AE" WITH BASE FLOOD ELEVATION OF 13. THE APPROXIMATE FLOOD ZONE LINE WAS SCALED FROM THE ABOVE MAP.
3. TMS# 400-00-00-048 IS OWNED BY SOUTH CAROLINA DEPARTMENT OF COMMERCE - DIVISION OF PUBLIC RAILWAYS.
4. THIS PROPERTY MAY BE SUBJECT TO VARIOUS UTILITY EASEMENTS (i. e. POWER, TELEPHONE, SANITARY and/or STORM SEWER) THAT WERE NOT SURVEYED NOR NOTED FROM REFERENCE DOCUMENTATIONS FOR THIS PLAT OF SURVEY. UTILITIES WERE NOT LOCATED BY THIS SURVEY.
5. SITE DEVELOPMENT FEATURES WERE NOT LOCATED BY THIS SURVEY EXCEPT AS SHOWN HEREON.
6. NO ENVIRONMENTAL SURVEYS OR SUBSURFACE INVESTIGATIONS WERE MADE AT THIS TIME FOR THIS SURVEY AND PLAT OF THE SUBJECT PROPERTY SHOWN HEREON. THIS PLAT DOES NOT REFLECT THE EXISTENCE OR NON EXISTENCE OF WETLANDS, OCRM CRITICAL AREAS, HAZARDOUS WASTE OR OTHER CONDITIONS WHICH MAY BE REVEALED THROUGH ADDITIONAL SURVEYS AND/OR INVESTIGATIONS. NO CERTIFICATION IS MADE HEREON, EXPRESSED OR IMPLIED TO THE PRESENCE OR ABSENCE OF THE SAME.
7. DISTANCES SHOWN ON THIS SURVEY ARE HORIZONTAL GRID DISTANCES. SCALE FACTOR 0.99989681 WAS APPLIED TO HORIZONTAL GROUND DISTANCES TO OBTAIN THESE GRID DISTANCES.

I HEREBY STATE THAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE STANDARDS of PRACTICE MANUAL FOR SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS A SURVEY AS SPECIFIED. SEE ABOVE SURVEYOR'S STATEMENTS AS TO THE EXTENT AND PURPOSE OF THIS SURVEY.

JOHN L. HUDSON S.C.PLS NO. 6957

DWN. C. Beebe
CHK. J. Hudson
PLAT No. 1650
PROJECT No. 108253

SOUTH CAROLINA CDM Smith INC. No. C00402 CERTIFICATE OF AUTHORIZATION

REV. NO.	DATE	BY	APP.

PLAT SHOWING
TRACT 048A (4.93 Ac.)
SUBDIVIDED FROM
TMS 400-00-00-048 (29.22 Ac.)
LEAVING A RESIDUAL OF
TMS 400-00-00-048 (24.29 Ac.)

OWNED BY
SOUTH CAROLINA DEPARTMENT of COMMERCE DIVISION of PUBLIC RAILWAYS
CITY of NORTH CHARLESTON, CHARLESTON COUNTY, SOUTH CAROLINA

CDM Smith
1441 Main Street
Suite 1000
Columbia, SC 29201
Tel: (803) 799-4500

DATE 04/02/2020
CADD FILE: N:\Projects\...\Plat\...dwg
SHEET 1 OF 1

L20 x 0512

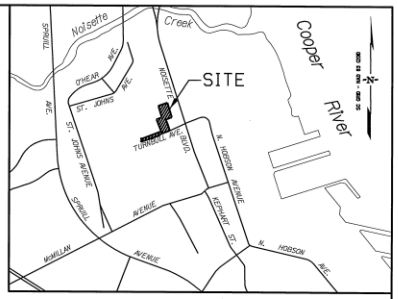
FOR CITY OF NORTH CHARLESTON AND RMC USE

RECORDED

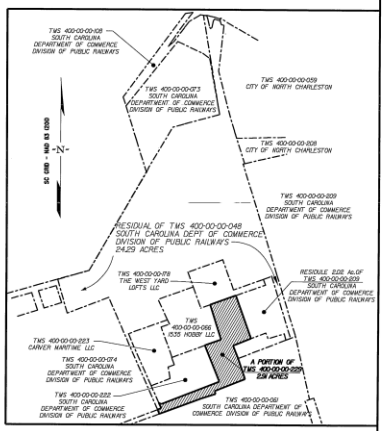
DATE: 12/29/2020 TIME: 11:19:56 AM
Book-Page: L20 | 0512 DocType: Large Plat
Michael Miller, Register, Charleston County, SC

Rec'd By: CDM SMITH
Record Fee $25.00
Postage $2.00
TOTAL $27.00
Drawer Drawer 1
Clerk RUN
JOHN HUDSON
1441 MAIN STREET SUITE 1000
COLUMBIA SC 29201

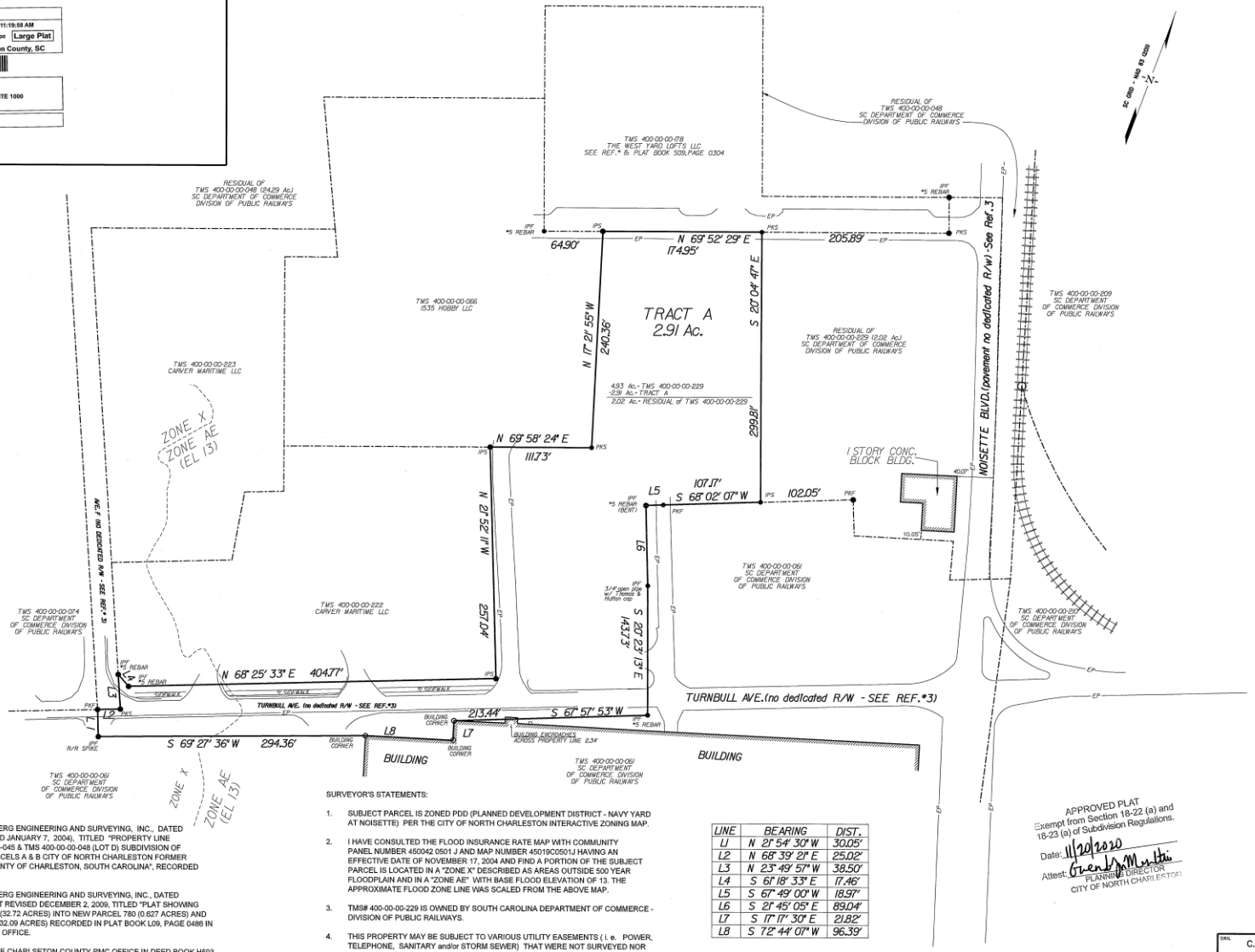
Location: TURNBULL AVE



VICINITY MAP
N.T.S.



INSERT RESIDUAL FOR TMS 400-00-00-048
NOT TO SCALE



REFERENCES:

1. PLAT PREPARED BY FORSBERG ENGINEERING AND SURVEYING, INC., DATED DECEMBER 8, 2003 (REVISED JANUARY 7, 2004), TITLED "PROPERTY LINE ADJUSTMENT TMS 400-00-00-045 & TMS 400-00-00-048 (LOT D) SUBDIVISION OF TMS 400-00-00-047 INTO PARCELS A & B CITY OF NORTH CHARLESTON FORMER NAVAL BASE COMPLEX COUNTY OF CHARLESTON, SOUTH CAROLINA", RECORDED IN PLAT BOOK EG PAGE 856.
2. PLAT PREPARED BY FORSBERG ENGINEERING AND SURVEYING, INC., DATED OCTOBER 19, 2009 AND LAST REVISED DECEMBER 2, 2009, TITLED "PLAT SHOWING THE SUBDIVISION OF LOT H (32.72 ACRES) INTO NEW PARCEL 780 (0.627 ACRES) AND THE REMAINING RESIDUAL (32.09 ACRES) RECORDED IN PLAT BOOK L09, PAGE 0486 IN CHARLESTON COUNTY RMC OFFICE.
3. SEE DEED RECORDED IN THE CHARLSETON COUNTY RMC OFFICE IN DEED BOOK H593 PAGES 851-880 FOR THE EXISTING INGRESS/EGRESS EASEMENT FOR ROADS ON THE FORMER NAVAL BASE COMPLEX.
4. PLAT RECORDED IN CHARLESTON COUNTY RMC OFFICE IN PLAT BOOK L09, PAGE 0017.
5. PLAT RECORDED IN CHARLESTON COUNTY RMC OFFICE IN PLAT BOOK S17, PAGE 0201.
6. PLAT RECORDED IN CHARLESTON COUNTY RMC OFFICE IN PLAT BOOK S17, PAGE 0229.
7. PLAT RECORDED IN CHARLESTON COUNTY RMC OFFICE IN PLAT BOOK L18, PAGE 0093.
8. PLAT RECORDED IN CHARLESTON COUNTY RMC OFFICE IN PLAT BOOK S09, PAGE 0304.
9. PLAT RECORDED IN CHARLESTON COUNTY RMC OFFICE IN PLAT BOOK L20, PAGE 0352.

SURVEYOR'S STATEMENTS:

1. SUBJECT PARCEL IS ZONED PDD (PLANNED DEVELOPMENT DISTRICT - NAVY YARD AT NOISETTE) PER THE CITY OF NORTH CHARLESTON INTERACTIVE ZONING MAP.
2. I HAVE CONSULTED THE FLOOD INSURANCE RATE MAP WITH COMMUNITY PANEL NUMBER 450042 0501 J AND MAP NUMBER 45019C0501J HAVING AN EFFECTIVE DATE OF NOVEMBER 17, 2004 AND FIND A PORTION OF THE SUBJECT PARCEL IS LOCATED IN A "ZONE X" DESCRIBED AS AREAS OUTSIDE 500 YEAR FLOODPLAIN AND IN A "ZONE AE" WITH BASE FLOOD ELEVATION OF 13. THE APPROXIMATE FLOOD ZONE LINE WAS SCALED FROM THE ABOVE MAP.
3. TMS# 400-00-00-229 IS OWNED BY SOUTH CAROLINA DEPARTMENT OF COMMERCE - DIVISION OF PUBLIC RAILWAYS.
4. THIS PROPERTY MAY BE SUBJECT TO VARIOUS UTILITY EASEMENTS (i. e. POWER, TELEPHONE, SANITARY and/or STORM SEWER) THAT WERE NOT SURVEYED NOR NOTED FROM REFERENCE DOCUMENTATIONS FOR THIS PLAT OF SURVEY. UTILITIES WERE NOT LOCATED BY THIS SURVEY.
5. SITE DEVELOPMENT FEATURES WERE NOT LOCATED BY THIS SURVEY EXCEPT AS SHOWN HEREON.
6. NO ENVIRONMENTAL SURVEYS OR SUBSURFACE INVESTIGATIONS WERE MADE AT THIS TIME FOR THIS SURVEY AND PLAT OF THE SUBJECT PROPERTY SHOWN HEREON. THIS PLAT DOES NOT REFLECT THE EXISTENCE OR NON EXISTENCE OF WETLANDS, OCRM CRITICAL AREAS, HAZARDOUS WASTE OR OTHER CONDITIONS WHICH MAY BE REVEALED THROUGH ADDITIONAL SURVEYS AND/OR INVESTIGATIONS. NO CERTIFICATION IS MADE HEREON, EXPRESSED OR IMPLIED TO THE PRESENCE OR ABSENCE OF THE SAME.
7. DISTANCES SHOWN ON THIS SURVEY ARE HORIZONTAL GRID DISTANCES. SCALE FACTOR 0.99989681 WAS APPLIED TO HORIZONTAL GROUND DISTANCES TO OBTAIN THESE GRID DISTANCES.

LINE	BEARING	DIST.
L1	N 21° 54' 30" W	30.05'
L2	N 68° 39' 21" E	25.02'
L3	N 23° 49' 57" W	38.50'
L4	S 61° 18' 33" E	17.46'
L5	S 67° 49' 00" W	18.97'
L6	S 21° 45' 05" E	89.04'
L7	S 17° 17' 30" E	21.82'
L8	S 72° 44' 07" W	96.39'

APPROVED PLAT
Exempt from Section 18-22 (a) and 18-23 (a) of Subdivision Regulations.
Date: 11/20/2020
Attest: Brent Mauldin
PLANNING DIRECTOR
CITY OF NORTH CHARLESTON

LEGEND

- PROPERTY LINE
- ADJACENT PROPERTY
- APPROXIMATE FLOOD ZONE LINE
- IPF IRON PIN FOUND
- PKF PK NAIL FOUND
- IPS IRON PIN SET (*5 REBAR UNLESS OTHERWISE NOTED)
- PKS PK NAIL SET
- EP EDGE OF PAVEMENT
- RAILROAD TRACKS

0 60 120 180 240
SCALE : 1"=60'

I HEREBY STATE THAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE STANDARDS of PRACTICE MANUAL FOR SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS A SURVEY AS SPECIFIED. SEE ABOVE SURVEYOR'S STATEMENTS AS TO THE EXTENT AND PURPOSE OF THIS SURVEY.

John L. Hudson
JOHN L. HUDSON S.C.PLS NO. 6957

DRN. C. Beebe
CHK. J. Hudson
PLAT No. 1681
PROJECT No. 108253

SOUTH CAROLINA CDM Smith Inc. No. C00402 CERTIFICATE OF AUTHORIZATION

REV. NO.	DATE		BY	APP.
1.	11/17/2020	Changed bearing & distance on Line L6	JLH	JLH

PLAT SHOWING
TRACT A (2.91 Ac.)
SUBDIVIDED FROM
TMS 400-00-00-229 (4.93 Ac.)
LEAVING A RESIDUAL OF
TMS 400-00-00-229 (2.02 Ac.)

CDM Smith
1441 Main Street Suite 1000 Columbia, SC 29201 Tel: (803) 799-4530

DATE 10/07/2020
CAD FILE: M:\Projects\108253\Survey\Plats\Tract A (2.91 Ac.) Subdivision.dwg

OWNED BY
SOUTH CAROLINA DEPARTMENT of COMMERCE DIVISION of PUBLIC RAILWAYS
CITY of NORTH CHARLESTON, CHARLESTON COUNTY, SOUTH CAROLINA

SHEET 1 OF 1

L23 x 0064

PLANNING AND R.O.D. USE ONLY

APPROVED PLAT
Exempt from Section 18-22 (a) and 18-23 (a) of Subdivision Regulations.
Date: 03/06/2023
Attest: [signature]
PLANNING DIRECTOR
CITY OF NORTH CHARLESTON

RECORDED
DATE: 3/6/2023 TIME: 2:03:24 PM
Book-Page L23 0064 DocType Large Plat
Karen Hollings, Register of Deeds, Charleston County, SC

Record Fee	$25.00	DAWLEY SURVEYING
Postage	$2.00	475 A DEANNA LANE
TOTAL	$27.00	0
Drawer	Drawer 6	WANDO, SC 29492
Clerk	mal	

Location: NOISETTE BLVD

GRID
N.A.D. 1983 (2011)
DISTANCES SHOWN ARE HORIZONTAL

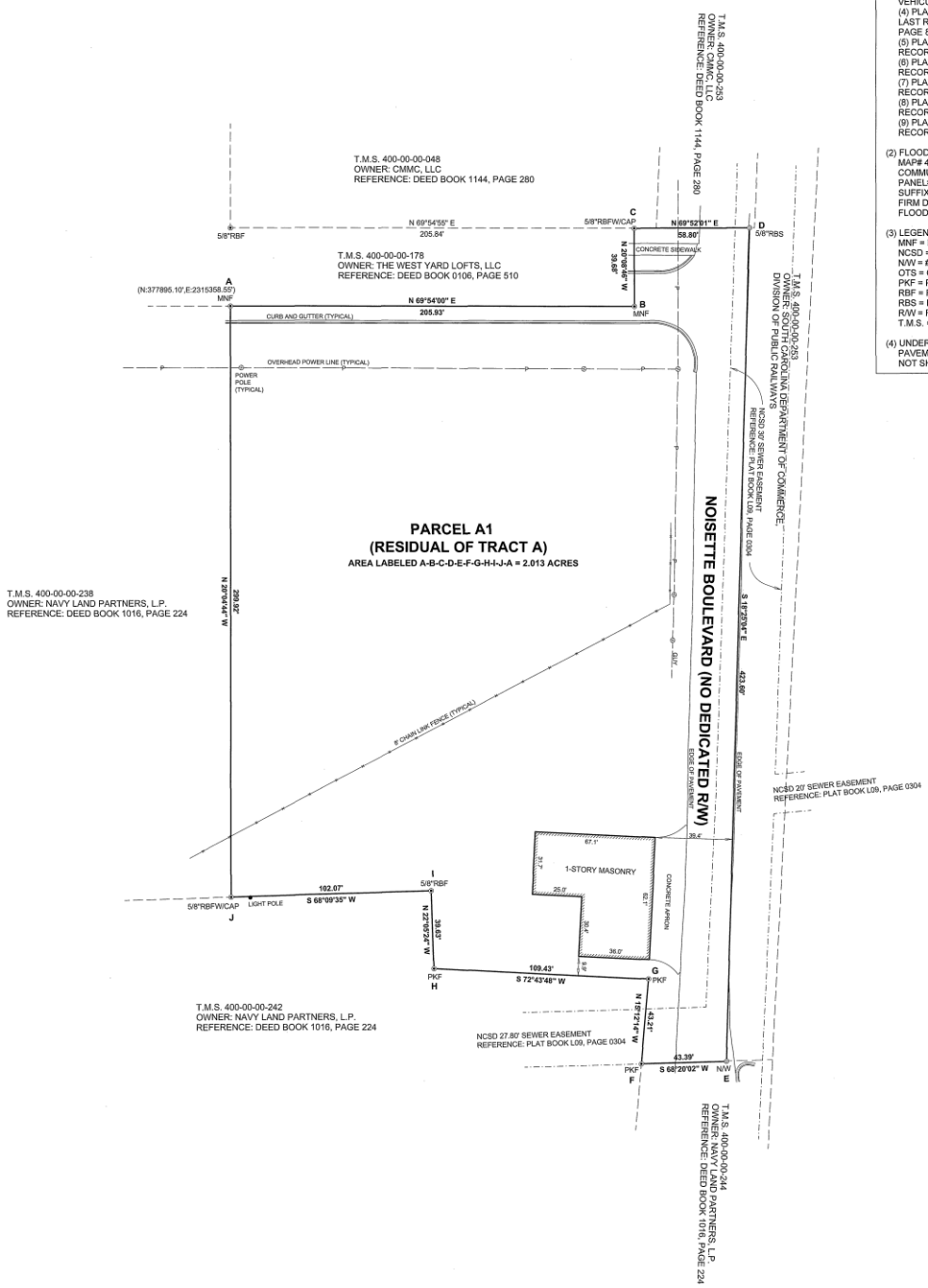
LOCATION MAP
(NO SCALE)

NOTES:
(1) REFERENCES:
(1) T.M.S. 400-00-00-229
(2) DEED BOOK H593, PAGE 851 - RECIPROCAL EASEMENT AGREEMENT
(3) DEED BOOK 0104, PAGE 986 AND DEED BOOK 0663, PAGE 929 - ACCESS & INGRESS/EGRESS OVER EXISTING VEHICULAR AND PEDESTRIAN THROUGHWAYS
(4) PLAT BY LEWIS SMITH MOORE, DATED 12/08/2003, LAST REVISED 01/07/2004, RECORDED IN PLAT BOOK EG, PAGE 856
(5) PLAT BY KEVIN THEWES, DATED 06/23/2009, RECORDED IN PLAT BOOK L09, PAGE 0304
(6) PLAT BY KEVIN THEWES, DATED 12/03/2009, RECORDED IN PLAT BOOK S09, PAGE 0304
(7) PLAT BY JOHN L. HUDSON, DATED 10/07/2020, RECORDED IN PLAT BOOK L20, PAGE 0512
(8) PLAT BY F. ELLIOTTE QUINN, III, DATED 10/27/2020, RECORDED IN PLAT BOOK L21, PAGE 0126
(9) PLAT BY COLE D. BEEBE, DATED 12/07/2021, RECORDED IN PLAT BOOK L22, PAGE 0069

(2) FLOOD ZONE INFORMATION:
MAP# 45019C
COMMUNITY# 450042
PANEL# 0501
SUFFIX K
FIRM DATE 01/29/2021
FLOOD ZONE AE 10'

(3) LEGEND:
MNF = MAGNETIZED NAIL FOUND
NCSD = NORTH CHARLESTON SEWER DISTRICT
N/W = #60 NAIL/WASHER
OTS = OPEN TOP IRON SET
PKF = PARKER-KALON NAIL FOUND
RBF = REBAR FOUND
RBS = REBAR SET
R/W = RIGHT OF WAY
T.M.S. = TAX MAP SHEET

(4) UNDERGROUND UTILITIES, OLD FOUNDATIONS AND PAVEMENT OTHER THAN NOISETTE BOULEVARD ARE NOT SHOWN HEREON.



BOUNDARY PLAT

PARCEL A1 (RESIDUAL OF TRACT A)
T.M.S. 400-00-00-229 (2.013 ACRES)

CITY OF NORTH CHARLESTON, CHARLESTON COUNTY, SOUTH CAROLINA

PRESENTLY OWNED BY SOUTH CAROLINA DEPARTMENT OF COMMERCE, DIVISION OF PUBLIC RAILWAYS

PREPARED FOR SAVJ NAVY YARD PROPERTY LLC

SOUTH CAROLINA REGISTERED LAND SURVEYOR CHARLES F. DAWLEY, JR. NO. 9314

SOUTH CAROLINA DAWLEY SURVEYING COMPANY LLC NO. 3726 CERTIFICATE OF ACCREDITATION

SURVEYOR'S CERTIFICATION

I HEREBY STATE THAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREIN WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE STANDARDS OF PRACTICE MANUAL FOR SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS "A" SURVEY AS SPECIFIED THEREIN.

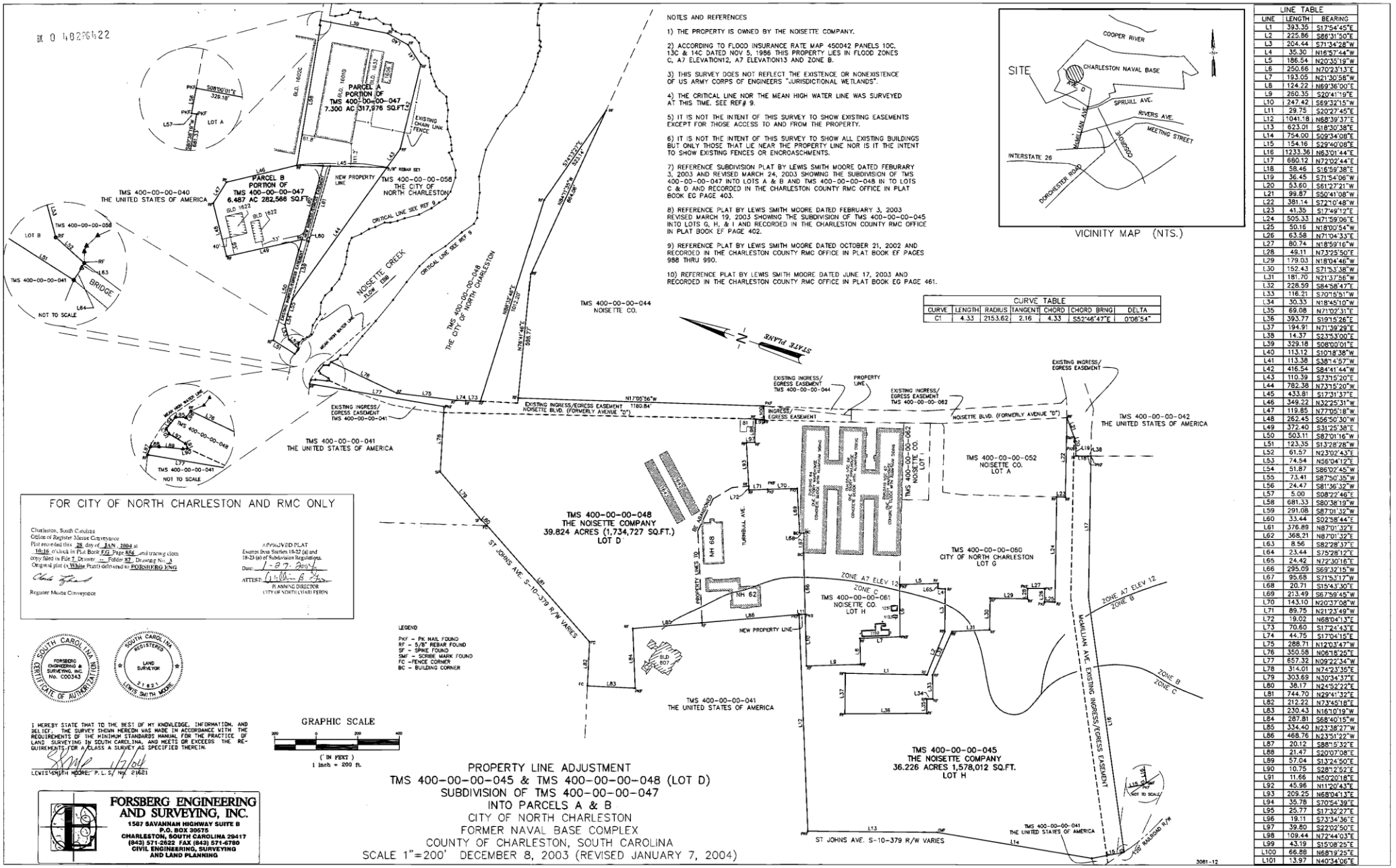
CHARLES F. DAWLEY, JR., R.L.S.
S.C. REGISTRATION NO. 9314
475A DEANNA LANE
WANDO, S.C. 29492
843-884-4931

DATE: DECEMBER 12, 2022
REVISED: FEBRUARY 24, 2023

SCALE: 1" = 30'

0 15 30 60 90

BK 0 4829422



NOTES AND REFERENCES

1) THE PROPERTY IS OWNED BY THE NOISETTE COMPANY.

2) ACCORDING TO FLOOD INSURANCE RATE MAP 450042 PANELS 10C, 13C & 14C DATED NOV 5, 1986 THIS PROPERTY LIES IN FLOOD ZONES C, A7 ELEVATION12, A7 ELEVATION13 AND ZONE B.

3) THIS SURVEY DOES NOT REFLECT THE EXISTENCE OR NONEXISTENCE OF US ARMY CORPS OF ENGINEERS "JURISDICTIONAL WETLANDS".

4) THE CRITICAL LINE NOR THE MEAN HIGH WATER LINE WAS SURVEYED AT THIS TIME. SEE REF# 9.

5) IT IS NOT THE INTENT OF THIS SURVEY TO SHOW EXISTING EASEMENTS EXCEPT FOR THOSE ACCESS TO AND FROM THE PROPERTY.

6) IT IS NOT THE INTENT OF THIS SURVEY TO SHOW ALL EXISTING BUILDINGS BUT ONLY THOSE THAT LIE NEAR THE PROPERTY LINE NOR IS IT THE INTENT TO SHOW EXISTING FENCES OR ENCROACHMENTS.

7) REFERENCE SUBDIVISION PLAT BY LEWIS SMITH MOORE DATED FEBURARY 3, 2003 AND REVISED MARCH 24, 2003 SHOWING THE SUBDIVISION OF TMS 400-00-00-047 INTO LOTS A & B AND TMS 400-00-00-048 IN TO LOTS C & D AND RECORDED IN THE CHARLESTON COUNTY RMC OFFICE IN PLAT BOOK EG PAGE 403.

8) REFERENCE PLAT BY LEWIS SMITH MOORE DATED FEBRUARY 3, 2003 REVISED MARCH 19, 2003 SHOWING THE SUBDIVISION OF TMS 400-00-00-045 INTO LOTS G, H, & I AND RECORDED IN THE CHARLESTON COUNTY RMC OFFICE IN PLAT BOOK EF PAGE 402.

9) REFERENCE PLAT BY LEWIS SMITH MOORE DATED OCTOBER 21, 2002 AND RECORDED IN THE CHARLESTON COUNTY RMC OFFICE IN PLAT BOOK EF PAGES 988 THRU 990.

10) REFERENCE PLAT BY LEWIS SMITH MOORE DATED JUNE 17, 2003 AND RECORDED IN THE CHARLESTON COUNTY RMC OFFICE IN PLAT BOOK EG PAGE 461.

VICINITY MAP (NTS.)

CURVE TABLE						
CURVE	LENGTH	RADIUS	TANGENT	CHORD	CHORD BRNG	DELTA
C1	4.33	2153.62	2.16	4.33	S52°46'47"E	0°06'54"

LINE TABLE		
LINE	LENGTH	BEARING
L1	393.35	S17°54'45"E
L2	225.86	S86°31'50"E
L3	204.44	S71°34'28"W
L4	35.30	N16°57'44"W
L5	186.54	N20°35'19"W
L6	250.66	N70°23'13"E
L7	193.05	N21°30'58"W
L8	124.22	N69°36'00"E
L9	260.35	S20°41'19"E
L10	247.42	S69°32'15"W
L11	29.75	S20°27'45"E
L12	1041.18	N68°39'37"E
L13	623.01	S18°30'38"E
L14	754.00	S09°34'08"E
L15	154.16	S29°40'08"E
L16	1233.36	N63°01'44"E
L17	680.12	N72°02'44"E
L18	58.46	S16°59'38"E
L19	36.45	S71°54'06"W
L20	53.60	S61°27'21"W
L21	99.87	S50°41'08"W
L22	381.14	S72°10'48"W
L23	41.35	S17°49'12"E
L24	505.33	N71°59'06"E
L25	50.16	N18°00'54"W
L26	63.58	N71°04'33"E
L27	80.74	N18°59'16"W
L28	49.11	N73°25'50"E
L29	179.03	N18°04'46"W
L30	152.43	S71°53'38"W
L31	181.70	N21°37'56"W
L32	228.59	S84°58'47"E
L33	116.21	S70°15'51"W
L34	30.33	N18°45'10"W
L35	69.08	N71°02'31"E
L36	393.77	S19°15'26"E
L37	194.91	N71°39'29"E
L38	14.37	S23°53'00"E
L39	329.18	S08°00'01"E
L40	113.12	S10°18'38"W
L41	113.38	S38°14'57"W
L42	416.54	S84°41'44"W
L43	110.39	S73°15'20"E
L44	782.38	N73°15'20"W
L45	433.81	S17°31'37"E
L46	349.22	N32°25'31"W
L47	119.85	N77°05'18"W
L48	262.45	S56°50'30"W
L49	372.40	S31°25'38"E
L50	503.11	S87°01'16"W
L51	123.35	S13°28'28"W
L52	61.57	N23°02'43"E
L53	74.54	N56°04'12"E
L54	51.87	S86°02'45"W
L55	73.41	S87°50'35"W
L56	24.47	S81°36'32"W
L57	5.00	S08°22'46"E
L58	681.33	S80°38'19"W
L59	291.08	S87°01'32"W
L60	33.44	S02°58'44"E
L61	376.89	N87°01'32"E
L62	368.21	N87°01'32"E
L63	8.56	S82°28'12"E
L64	23.44	S75°28'12"E
L65	24.42	N72°30'16"E
L66	295.09	S69°32'15"W
L67	95.68	S71°53'17"W
L68	20.71	S15°43'30"E
L69	213.49	S67°59'45"W
L70	143.10	N20°37'08"W
L71	89.75	N21°23'49"W
L72	19.02	N68°04'13"E
L73	70.60	S17°24'43"E
L74	44.75	S17°04'15"E
L75	288.71	N12°03'47"W
L76	350.58	N06°18'26"E
L77	657.32	N09°22'34"W
L78	314.01	N74°23'35"E
L79	303.69	N30°34'37"E
L80	38.17	N24°52'22"E
L81	744.70	N29°41'32"E
L82	212.22	N73°45'18"E
L83	230.43	N16°10'19"W
L84	287.81	S68°40'15"W
L85	334.40	N23°38'27"W
L86	468.76	N23°51'22"W
L87	20.12	S88°15'32"E
L88	21.47	S20°07'08"E
L89	57.04	S13°24'50"E
L90	10.75	S28°12'52"E
L91	11.66	N50°20'18"E
L92	45.96	N11°20'43"E
L93	209.25	N68°04'13"E
L94	35.78	S70°54'39"E
L95	25.77	S17°32'27"E
L96	19.11	S73°34'36"E
L97	39.80	S22°02'50"E
L98	109.44	N72°44'03"E
L99	43.19	S15°08'25"E
L100	66.88	N68°19'25"E
L101	13.97	N40°34'06"E

FOR CITY OF NORTH CHARLESTON AND RMC ONLY

Charleston, South Carolina
Office of Register Mesne Conveyance
Plat recorded this 28 day of JAN 2004 at 10:16 o'clock in Plat Book EG Page 856 and tracing cloth copy filed in File 7 Drawer -- Folder 87 Drawing No. A
Original plat (a White Print) delivered to FORSBERG ENG

Register Mesne Conveyance

APPROVED PLAT
Exempt from Section 18-22 (a) and 18-23 (a) of Subdivision Regulations.
Date: 1-27-2004
ATTEST: PLANNING DIRECTOR
CITY OF NORTH CHARLESTON

SOUTH CAROLINA CERTIFICATE OF AUTHORIZATION
FORSBERG ENGINEERING & SURVEYING, INC. No. C00343

SOUTH CAROLINA REGISTERED LAND SURVEYOR 21621 LEWIS SMITH MOORE

I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS A SURVEY AS SPECIFIED THEREIN.

LEWIS SMITH MOORE, P.L.S. NO. 21621 — 12/10/03

LEGEND
PKF – PK NAIL FOUND
RF – 5/8" REBAR FOUND
SF – SPIKE FOUND
SMF – SCRIBE MARK FOUND
FC – FENCE CORNER
BC – BUILDING CORNER

GRAPHIC SCALE
200 0 200 400
(IN FEET)
1 inch = 200 ft.

PROPERTY LINE ADJUSTMENT
TMS 400-00-00-045 & TMS 400-00-00-048 (LOT D)
SUBDIVISION OF TMS 400-00-00-047
INTO PARCELS A & B
CITY OF NORTH CHARLESTON
FORMER NAVAL BASE COMPLEX
COUNTY OF CHARLESTON, SOUTH CAROLINA
SCALE 1"=200' DECEMBER 8, 2003 (REVISED JANUARY 7, 2004)

FORSBERG ENGINEERING AND SURVEYING, INC.
1587 SAVANNAH HIGHWAY SUITE B
P.O. BOX 30575
CHARLESTON, SOUTH CAROLINA 29417
(843) 571-2622 FAX (843) 571-6780
CIVIL ENGINEERING, SURVEYING AND LAND PLANNING

3081-12

EG x 856

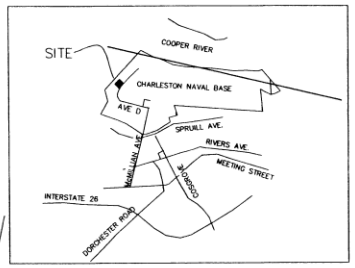
BK X519PG684 FOR CITY OF NORTH CHARLESTON AND RMC

APPROVED PLAT
Exempt from Section 18-22 (a) and 18-23 (a) of Subdivision Regulations.
Date: 11-2-2004
ATTEST: [signature]
PLANNING DIRECTOR
CITY OF NORTH CHARLESTON

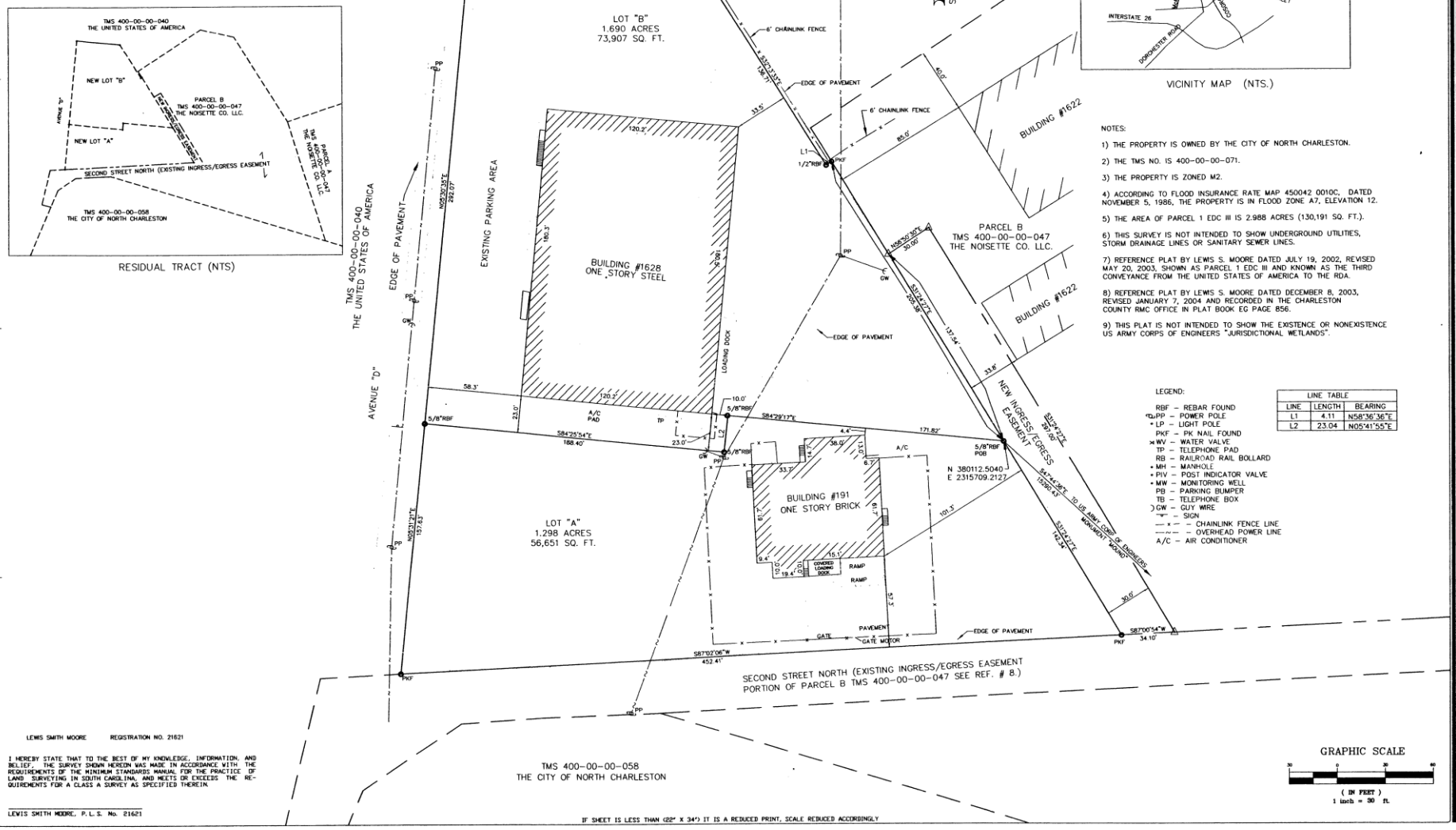
Charleston, South Carolina
Office of Register Mesne Conveyance
Plat recorded this 21st day of December, 2004 at 12:32 o'clock in Plat Book EH Page 573 and tracing cloth copy filed in File 08 Drawer — Folder 02, Drawing No. 19.
Original plat (a White Print) delivered to Bruce A Berlinsky Esq.

[signature]
Register Mesne Conveyance

RESIDUAL TRACT (NTS)



VICINITY MAP (NTS.)



NOTES:

1) THE PROPERTY IS OWNED BY THE CITY OF NORTH CHARLESTON.

2) THE TMS NO. IS 400-00-00-071.

3) THE PROPERTY IS ZONED M2.

4) ACCORDING TO FLOOD INSURANCE RATE MAP 450042 0010C, DATED NOVEMBER 5, 1986, THE PROPERTY IS IN FLOOD ZONE A7, ELEVATION 12.

5) THE AREA OF PARCEL 1 EDC III IS 2.988 ACRES (130,191 SQ. FT.).

6) THIS SURVEY IS NOT INTENDED TO SHOW UNDERGROUND UTILITIES, STORM DRAINAGE LINES OR SANITARY SEWER LINES.

7) REFERENCE PLAT BY LEWIS S. MOORE DATED JULY 19, 2002, REVISED MAY 20, 2003, SHOWN AS PARCEL 1 EDC III AND KNOWN AS THE THIRD CONVEYANCE FROM THE UNITED STATES OF AMERICA TO THE RDA.

8) REFERENCE PLAT BY LEWIS S. MOORE DATED DECEMBER 8, 2003, REVISED JANUARY 7, 2004 AND RECORDED IN THE CHARLESTON COUNTY RMC OFFICE IN PLAT BOOK EG PAGE 856.

9) THIS PLAT IS NOT INTENDED TO SHOW THE EXISTENCE OR NONEXISTENCE US ARMY CORPS OF ENGINEERS "JURISDICTIONAL WETLANDS".

LEGEND:

RBF – REBAR FOUND
PP – POWER POLE
LP – LIGHT POLE
PKF – PK NAIL FOUND
WV – WATER VALVE
TP – TELEPHONE PAD
RB – RAILROAD RAIL BOLLARD
MH – MANHOLE
PIV – POST INDICATOR VALVE
MW – MONITORING WELL
PB – PARKING BUMPER
TB – TELEPHONE BOX
GW – GUY WIRE
– SIGN
– CHAINLINK FENCE LINE
– OVERHEAD POWER LINE
A/C – AIR CONDITIONER

LINE TABLE		
LINE	LENGTH	BEARING
L1	4.11	N58°36'36"E
L2	23.04	N05°41'55"E

GRAPHIC SCALE
30 0 30 60
(IN FEET)
1 inch = 30 ft.

LEWIS SMITH MOORE REGISTRATION NO. 21621

I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS A SURVEY AS SPECIFIED THEREIN.

LEWIS SMITH MOORE, P. L. S. No. 21621

IF SHEET IS LESS THAN (22" X 34") IT IS A REDUCED PRINT, SCALE REDUCED ACCORDINGLY

FORSBERG ENGINEERING AND SURVEYING, INC.
1587 SAVANNAH HIGHWAY SUITE B
P.O. BOX 30575
CHARLESTON, SOUTH CAROLINA 29417
(843) 571-8444 FAX (843) 571-8445
CIVIL ENGINEERING, LAND SURVEYING AND LANDSCAPE ARCHITECTURE

SOUTH CAROLINA CERTIFICATE OF AUTHORIZATION
FORSBERG ENGINEERING & SURVEYING, INC No. C00343

SUBDIVISION PLAT PARCEL 1 EDC III INTO LOTS A & B
FORMER NAVAL BASE COMPLEX
CITY OF NORTH CHARLESTON CHARLESTON COUNTY, SOUTH CAROLINA

SOUTH CAROLINA REGISTERED LAND SURVEYOR 21621 LEWIS SMITH MOORE
LEWIS SMITH MOORE

DATE: MARCH 1, 2004
DRAWN/CHECKED: PMH/LSM
LAST REVISED: OCTOBER 13, 2004
APPROVED: LSM
SCALE: 1"=30'
PROJECT NO.: 3061-15
SHEET NUMBER: 1 OF 1

EH x 573

L17 x 0356

VICINITY MAP (N.T.S.)

NOTES:

1) TMS 400-00-00-086
2) ZONING: PDD
3) BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS IN FLOOD ZONES "AE-13 AND AE-14" AS SHOWN ON FLOOD INSURANCE RATE MAP 45019G0550-L EFFECTIVE DATE NOVEMBER 17,2004.
4) SEWER EASEMENT SHOWN HEREON WAS OBTAINED FROM REFERENCE PLAT L09, PG. 0314.

REFERENCES:

1) PLAT BY DAVIS & FLOYD INC., PLAT BOOK L09, PG. 0314.
2) PLAT BY FORSBERG ENGINEERING AND SURVEYING, INC., PLAT BOOK EH, PG. 573.
3) PLAT BY THOMAS & HUTTON, PLAT NO. 2444-A.

APPROVED PLAT
EXEMPT FROM SECTION 18-22 (a) AND 18-23 (a) OF SUBDIVISION REGULATIONS.
DATE: _____
ATTEST: _____
PLANNING DIRECTOR
CITY OF NORTH CHARLESTON

ECLS GLOBAL, INC. No. 5480
CERTIFICATE OF AUTHORIZATION
SOUTH CAROLINA

I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN THE STATE OF SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS "A" SURVEY AS SPECIFIED THEREIN; ALSO THERE ARE NO VISIBLE ENCROACHMENTS OR PROJECTIONS OTHER THAN SHOWN.

SHAWN T. RUMBERGER, PLS 29122 — DATE 6.23.17

SOUTH CAROLINA PROFESSIONAL LAND SURVEYOR No. 29122 SHAWN T. RUMBERGER

THIS MAP IS OF AN EXISTING PARCEL OF LAND AND IS ONLY INTENDED FOR THE PARTIES AND PURPOSES SHOWN. NO TITLE REPORT PROVIDED.

APPROVED PLAT
Exempt from Section 18-22 (a) and 18-23 (a) of Subdivision Regulations.
Date: 16 May 2017
Attest: _____
PLANNING DIRECTOR
CITY OF NORTH CHARLESTON

LEGEND

AC=AIR CONDITIONING UNIT
BOC=BACK OF CURB
TC=TELECOMMUNICATION BOX
EB=ELECTRIC BOX
EOP=EDGE OF PAVEMENT
PP=POWER POLE
GW=GUY WIRE
SCO=CLEANOUT
SW=SIDEWALK
TP=TELEPHONE PEDESTAL
WM=WATER METER
FH=FIRE HYDRANT
GV=GAS VALVE
WV=WATER VALVE
ST=STAIRS
MB=MAIL BOX

- FIRE HYDRANT
- WATER METER
- GAS VALVE
- WATER VALVE
- POWER POLE
- CHAIN-LINK FENCE
- CENTER LINE
- FLOOD ZONE LINE
- SEWER MAN HOLE
- TELECOMMUNICATION BOX
- GUY WIRE
- FDC VALVE
- TRAFFIC STOP SIGN
- SEWER EASEMENT
- EXISTING IRON ROD (EIR)
- REBAR SET
- PK NAIL SET
- PK NAIL FOUND

LOT "B"
1.69 AC.
TMS 400-00-00-071
DB: 0423 / PG: 431
PLAT: L090314

PARCEL B
TMS 400-00-00-065
DB: T442 / PG: 677
PLAT: EJ-306

NEW LOT
LOT A-1
46,465 S.F.
1.1 AC.

LOT "A"
1.30 AC.
TMS 400-00-00-086
DB: X519 / PG: 843
PL: L090314

NEW LOT
LOT A-2
10,462 S.F.
0.2 AC.

BUILDING #191
ONE STORY BRICK

NOISETTE BOULEVARD
NO RECORDED R/W

AVE. C N.
NO RECORDED R/W

2 nd STREET N
NO RECORDED R/W

N 84°42'47" W 189.40'
206.44'
N 05°28'55" E 157.68'
S 84°46'11" E 124.13'
171.20' (TOTAL)
N 05°25'02" E 23.04'
N 05°25'37" W 133.76'
S 31°25'54" E 144.47'
S 87°00'47" W 336.62'
452.27' (TOTAL)
115.65'
47.07'
5.94'
5.62'
4.74'
30.78'
47.27'

1/2" EIR 3" BELOW
1/2" EIR FLUSH
5/8" REBAR SET FLUSH
PK NAIL SET
PK NAIL FOUND
6" 1/2" EIR 6" BELOW
MITERED'E L70'

DROP INLET
FDC VALVE
ELECTRICAL TRANSFORMER
CHAIN LINK FENCE
DUMP AREA
CONC. BOX
SHED
STAIRS
RAMP
CONC. DRIVE
NEW LOT LINE
EOP
TC
MB
GW
WM
FH
WV
GV
AC
PP

INTERSECTION OF NOISETTE BOULEVARD & 2nd STREET N

ZONE AE 13
ZONE AE 14
EL. 14

TMS 400-00-00-058
DB: L15 / PG: 0486

RECORDED
DATE: 6/27/2017 TIME: 9:37:31 AM
Book-Page: L17 0356 DocType: Large Plat
Charlie Lybrand, Register, Charleston County, SC
Record Fee $10.00
Postage $0.00
TOTAL $10.00
Drawer Drawer 7
Clerk jaf
Plat By: BRUCE A BERLINSKY ESQUIRE
P.O. BOX 304
CHARLESTON SC 29402 (BOX)
Location: 2ND STREET N

GRAPHIC SCALE
20 10 0 20 40 60
1 INCH = 20 FEET

SHEET 1 OF 1

ECLS GLOBAL, INC
US VETERAN-OWNED
19 N. McKINLEY ST.
COATS, NC 27521
910.897.2827 ECLSGLOBAL.COM
910.897.2829 (FAX) SC# 5175

REVISIONS:

SURVEY BY:

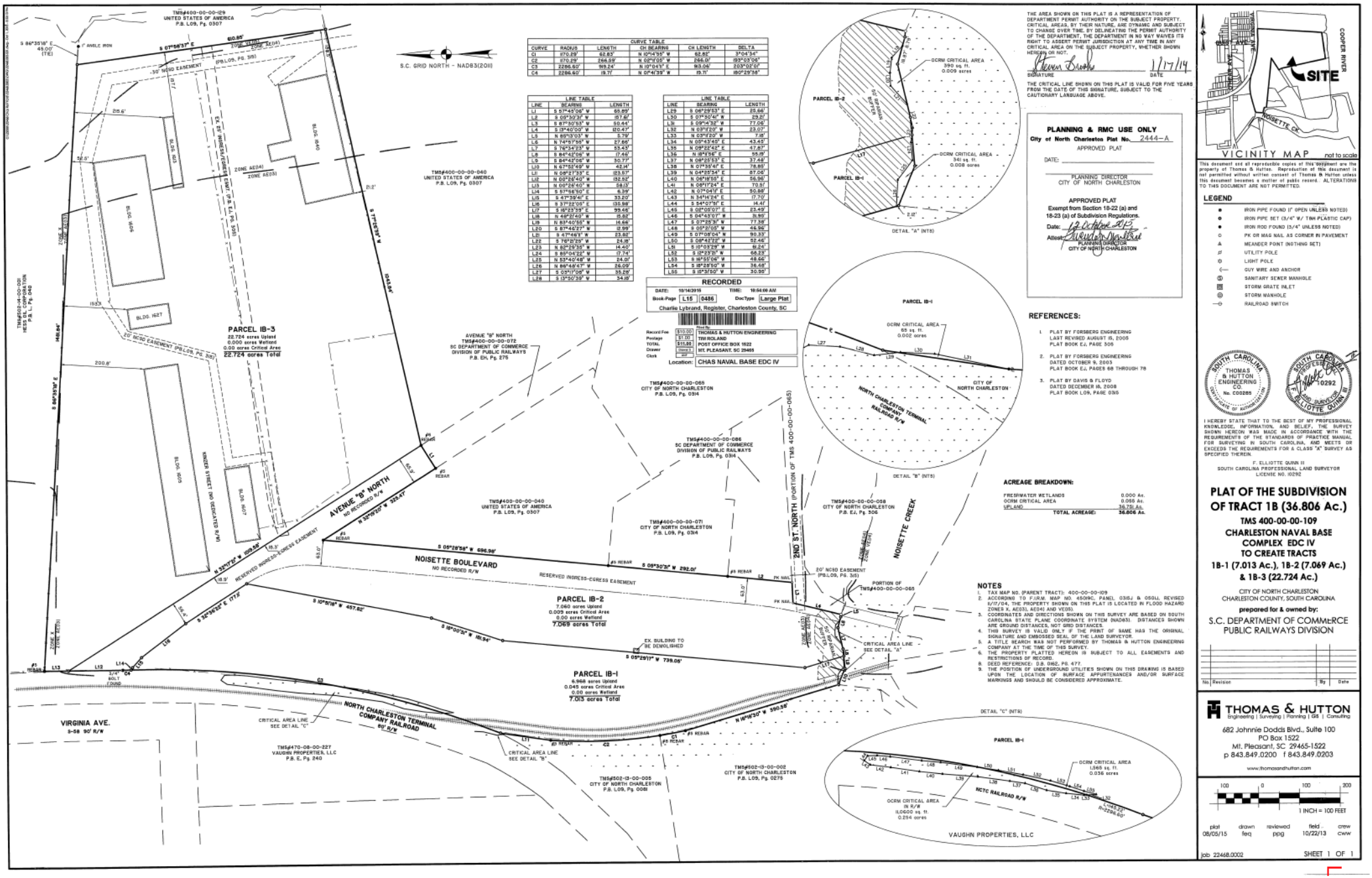
DRAWN:

PROPERTY OF CITY OF NORTH CHARLESTON
1250 2nd St N, NORTH CHARLESTON, SC 29405 LOT A
PARCEL ID 4000000086 DEED BOOK 423, PAGE 431

SUBDIVISION PLAT
PLAT SHOWING
THE SUBDIVISION OF LOT A
TMS 400-00-00-086 (1.30 ACRES)
INTO
LOT A-1 (1.1 ACRES)
AND
LOT A-2 (0.20 ACRES)

PROJ. NO.: 17-122
FILENAME: N CHARLESTON
DRAWN BY: LLL/WPA/CLM
SCALE: 1"=20'
DATE: 04-03-2017

ECLS



CURVE TABLE					
CURVE	RADIUS	LENGTH	CH BEARING	CH LENGTH	DELTA
C1	1170.29'	62.83'	N 12°14'55" W	62.82'	3°04'34"
C2	1170.29'	266.99'	N 08°11'05" W	266.0'	013°03'06"
C3	2286.60'	919.24'	N 10°04'51" E	913.06'	023°02'01"
C4	2286.60'	19.77'	N 01°41'39" W	19.77'	050°29'38"

LINE TABLE		
LINE	BEARING	LENGTH
L1	S 57°45'06" W	69.89'
L2	S 05°30'31" W	157.6'
L3	S 87°30'53" W	50.44'
L4	S 13°40'00" W	120.41'
L5	N 85°13'03" W	5.79'
L6	N 74°57'55" W	27.66'
L7	S 76°34'23" W	53.43'
L8	S 86°42'06" W	17.46'
L9	S 86°42'06" W	30.77'
L10	N 67°50'49" W	42.14'
L11	N 08°27'33" E	123.57'
L12	N 00°26'40" W	132.52'
L13	N 00°26'40" W	58.13'
L14	S 57°56'50" E	6.39'
L15	S 41°39'41" E	33.20'
L16	S 37°22'05" E	135.98'
L17	S 16°23'39" E	99.46'
L18	N 48°21'40" W	18.82'
L19	N 83°40'55" W	16.66'
L20	S 87°46'27" W	12.99'
L21	S 47°46'1" W	23.82'
L22	S 76°51'25" W	24.38'
L23	N 82°29'35" W	14.40'
L24	S 85°04'22" W	17.74'
L25	N 53°40'48" W	24.01'
L26	N 86°48'47" W	26.09'
L27	S 03°17'06" W	35.28'
L28	S 13°50'39" W	34.19'

LINE TABLE		
LINE	BEARING	LENGTH
L29	S 06°29'53" E	25.68'
L30	S 07°30'46" W	29.2'
L31	S 09°14'32" W	77.06'
L32	N 03°12'20" W	23.07'
L33	N 03°12'20" W	7.18'
L34	N 05°43'45" E	43.45'
L35	N 09°22'43" E	47.87'
L36	N 18°15'6" E	55.9'
L37	N 08°25'53" E	37.48'
L38	N 07°39'47" E	78.85'
L39	N 04°25'34" E	87.06'
L40	N 06°18'55" E	56.96'
L41	N 08°17'24" E	70.9'
L42	N 07°04'1" E	50.88'
L43	N 34°14'24" E	(7.70'
L44	S 54°07'56" E	14.4'
L45	S 08°05'07" E	23.49'
L46	S 04°45'07" W	31.90'
L47	S 07°25'3" W	77.39'
L48	S 05°27'05" W	46.96'
L49	S 07°08'04" W	90.33'
L50	S 08°42'28" W	52.46'
L51	S 10°03'29" W	8.24'
L52	S 12°23'21" W	66.23'
L53	S 16°55'06" W	48.66'
L54	S 18°28'50" W	36.48'
L55	S 15°37'50" W	30.95'

THE AREA SHOWN ON THIS PLAT IS A REPRESENTATION OF DEPARTMENT PERMIT AUTHORITY ON THE SUBJECT PROPERTY. CRITICAL AREAS, BY THEIR NATURE, ARE DYNAMIC AND SUBJECT TO CHANGE OVER TIME. BY DELINEATING THE PERMIT AUTHORITY OF THE DEPARTMENT, THE DEPARTMENT IN NO WAY WAIVES ITS RIGHT TO ASSERT PERMIT JURISDICTION AT ANY TIME IN ANY CRITICAL AREA ON THE SUBJECT PROPERTY, WHETHER SHOWN HEREON OR NOT.

SIGNATURE 1/17/14 DATE

THE CRITICAL LINE SHOWN ON THIS PLAT IS VALID FOR FIVE YEARS FROM THE DATE OF THIS SIGNATURE, SUBJECT TO THE CAUTIONARY LANGUAGE ABOVE.

PLANNING & RMC USE ONLY

City of North Charleston Plat No. 2444-A

APPROVED PLAT

DATE: _____

PLANNING DIRECTOR
CITY OF NORTH CHARLESTON

APPROVED PLAT
Exempt from Section 18-22 (a) and 18-23 (a) of Subdivision Regulations.

Date: 13 October 2015

Attest: _____
PLANNING DIRECTOR
CITY OF NORTH CHARLESTON

RECORDED

DATE: 10/14/2015 TIME: 10:56:00 AM
Book-Page L15 0486 DocType Large Plat
Charlie Lybrand, Register, Charleston County, SC

Record Fee	$10.00
Postage	$1.00
TOTAL	$11.00
Drawer	Drawer 3
Clerk	...

Filed By: THOMAS & HUTTON ENGINEERING
TIM ROLAND
POST OFFICE BOX 1522
MT. PLEASANT, SC 29465

Location: CHAS NAVAL BASE EDC IV

REFERENCES:

1. PLAT BY FORSBERG ENGINEERING
   LAST REVISED AUGUST 15, 2005
   PLAT BOOK E4, PAGE 306
2. PLAT BY FORSBERG ENGINEERING
   DATED OCTOBER 9, 2003
   PLAT BOOK E4, PAGES 68 THROUGH 78
3. PLAT BY DAVIS & FLOYD
   DATED DECEMBER 16, 2008
   PLAT BOOK L09, PAGE 036

ACREAGE BREAKDOWN:

FRESHWATER WETLANDS	0.000 Ac.
OCRM CRITICAL AREA	0.056 Ac.
UPLAND	36.75 Ac.
TOTAL ACREAGE:	36.806 Ac.

NOTES

1. TAX MAP NO. (PARENT TRACT): 400-00-00-109
2. ACCORDING TO F.I.R.M. MAP NO. 45019C, PANEL 0356J & 0350J, REVISED 6/17/04, THE PROPERTY SHOWN ON THIS PLAT IS LOCATED IN FLOOD HAZARD ZONES X, AE(03), AE(4) AND VE(15).
3. COORDINATES AND DIRECTIONS SHOWN ON THIS SURVEY ARE BASED ON SOUTH CAROLINA STATE PLANE COORDINATE SYSTEM (NAD83). DISTANCES SHOWN ARE GROUND DISTANCES, NOT GRID DISTANCES.
4. THIS SURVEY IS VALID ONLY IF THE PRINT OF SAME HAS THE ORIGINAL SIGNATURE AND EMBOSSED SEAL OF THE LAND SURVEYOR.
5. A TITLE SEARCH WAS NOT PERFORMED BY THOMAS & HUTTON ENGINEERING COMPANY AT THE TIME OF THIS SURVEY.
6. THE PROPERTY PLATTED HEREON IS SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.
8. DEED REFERENCE: D.B. 0162, PG. 477.
9. THE POSITION OF UNDERGROUND UTILITIES SHOWN ON THIS DRAWING IS BASED UPON THE LOCATION OF SURFACE APPURTENANCES AND/OR SURFACE MARKINGS AND SHOULD BE CONSIDERED APPROXIMATE.

VICINITY MAP not to scale

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LEGEND

- IRON PIPE FOUND (1" OPEN UNLESS NOTED)
- IRON PIPE SET (3/4" W/ T&H PLASTIC CAP)
- IRON ROD FOUND (5/4" UNLESS NOTED)
- PK OR MAG NAIL AS CORNER IN PAVEMENT
- MEANDER POINT (NOTHING SET)
- UTILITY POLE
- LIGHT POLE
- GUY WIRE AND ANCHOR
- SANITARY SEWER MANHOLE
- STORM GRATE INLET
- STORM MANHOLE
- RAILROAD SWITCH

SOUTH CAROLINA — THOMAS & HUTTON ENGINEERING CO. — No. C00265 — CERTIFICATE OF AUTHORIZATION

SOUTH CAROLINA — PROFESSIONAL ENGINEER — 0292 — REGISTERED LAND SURVEYOR — F. ELLIOTTE QUINN III

I HEREBY STATE THAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE STANDARDS OF PRACTICE MANUAL FOR SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS "A" SURVEY AS SPECIFIED THEREIN.

F. ELLIOTTE QUINN III
SOUTH CAROLINA PROFESSIONAL LAND SURVEYOR
LICENSE NO. 10292

PLAT OF THE SUBDIVISION OF TRACT 1B (36.806 Ac.)

TMS 400-00-00-109
CHARLESTON NAVAL BASE COMPLEX EDC IV TO CREATE TRACTS 1B-1 (7.013 Ac.), 1B-2 (7.069 Ac.) & 1B-3 (22.724 Ac.)

CITY OF NORTH CHARLESTON
CHARLESTON COUNTY, SOUTH CAROLINA

prepared for & owned by:
S.C. DEPARTMENT OF COMMERCE
PUBLIC RAILWAYS DIVISION

No.	Revision	By	Date

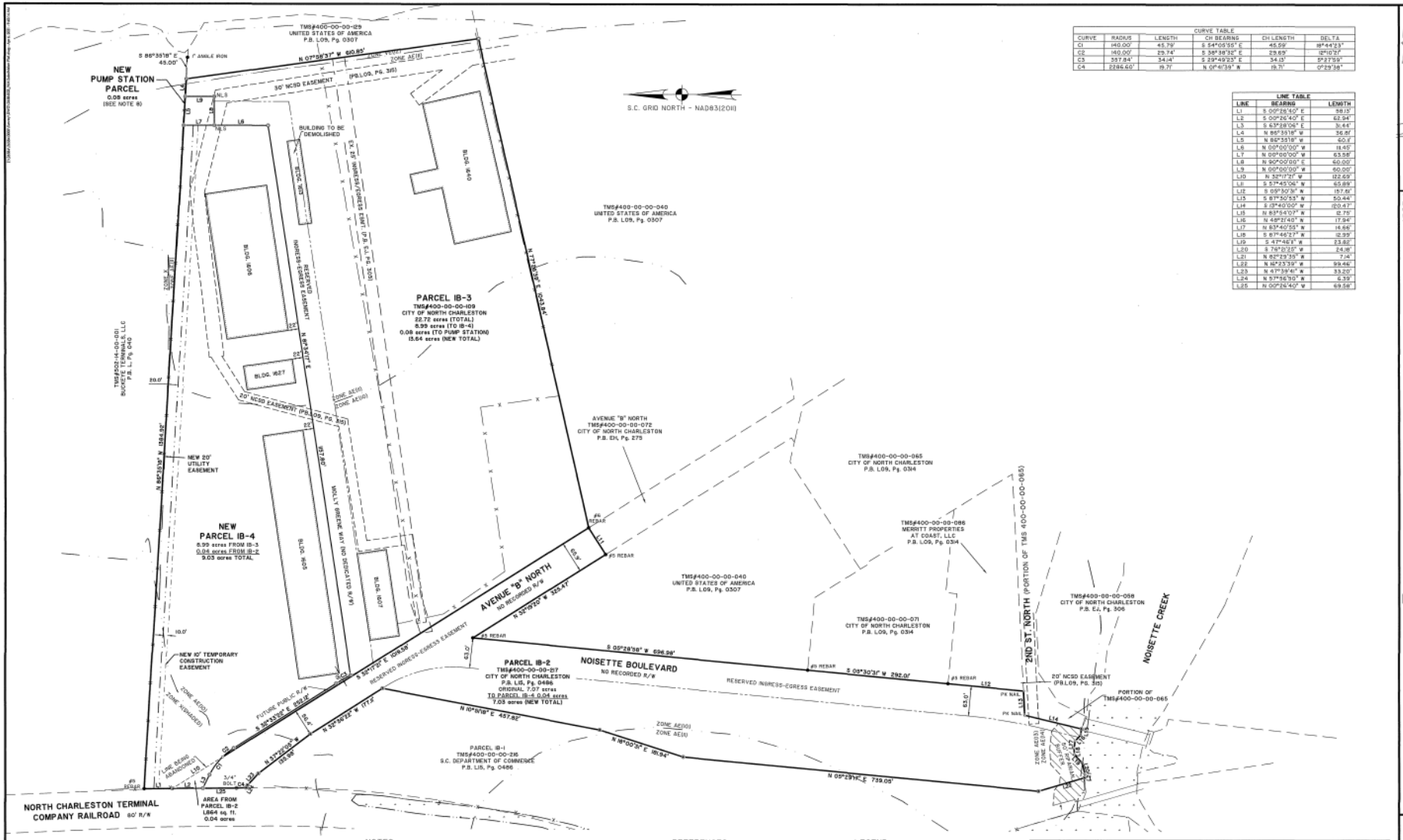
THOMAS & HUTTON
Engineering | Surveying | Planning | GIS | Consulting
682 Johnnie Dodds Blvd., Suite 100
PO Box 1522
Mt. Pleasant, SC 29465-1522
p 843.849.0200 f 843.849.0203
www.thomasandhutton.com

100 0 100 200
1 INCH = 100 FEET

plat	drawn	reviewed	field	crew
08/05/15	feq	ppg	10/22/13	cww

job 22468.0002 SHEET 1 OF 1

L15 x 0486


NEW PUMP STATION PARCEL 0.08 acres (SEE NOTE 8)
PARCEL IB-3 TMS#400-00-00-109 CITY OF NORTH CHARLESTON 22.72 acres (TOTAL) 8.99 acres (TO IB-4) 0.08 acres (TO PUMP STATION) (5.64 acres (NEW TOTAL)
NEW PARCEL IB-4 8.99 acres FROM IB-3 0.04 acres FROM IB-2 9.03 acres TOTAL
PARCEL IB-2 TMS#400-00-00-217 CITY OF NORTH CHARLESTON P.B. L15, Pg. 0486 ORIGINAL 7.07 acres TO PARCEL IB-4 0.04 acres 7.03 acres (NEW TOTAL)
PARCEL IB-1 TMS#400-00-00-215 S.C. DEPARTMENT OF COMMERCE P.B. L15, Pg. 0486
AVENUE "B" NORTH NO RECORDED R/W
NOISETTE BOULEVARD NO RECORDED R/W
2ND ST. NORTH (PORTION OF TMS 400-00-00-065)
NOISETTE CREEK
NORTH CHARLESTON TERMINAL COMPANY RAILROAD 60' R/W
VIRGINIA AVE. S-58 50' R/W
BUIST AVE. 60' R/W
S.C. GRID NORTH - NAD83(2011)
TMS#400-00-00-040 UNITED STATES OF AMERICA P.B. L09, Pg. 0307
TMS#400-00-00-065 CITY OF NORTH CHARLESTON P.B. L09, Pg. 0314
TMS#400-00-00-086 MERRITT PROPERTIES AT COAST, LLC P.B. L09, Pg. 0314
TMS#400-00-00-071 CITY OF NORTH CHARLESTON P.B. L09, Pg. 0314
TMS#400-00-00-058 CITY OF NORTH CHARLESTON P.B. E/, Pg. 306
TMS#502-14-00-001 BUCKEYE TERMINALS, LLC P.B. L, Pg. 040
AVENUE "B" NORTH TMS#400-00-00-072 CITY OF NORTH CHARLESTON P.B. E/, Pg. 275
PORTION OF TMS#400-00-00-065
BUILDING TO BE DEMOLISHED
BLDG. 1627
BLDG. 1605
BLDG. 1607
BLDG. 1609
BLDG. 1610
BLDG. 1611
BLDG. 1612
BLDG. 1613
BLDG. 1614
BLDG. 1615
BLDG. 1616
BLDG. 1617
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BLDG. 1635
BLDG. 1636
BLDG. 1637
BLDG. 1638
BLDG. 1639
BLDG. 1640
BLDG. 1641
BLDG. 1642
BLDG. 1643
BLDG. 1644
BLDG. 1645
BLDG. 1646
BLDG. 1647
BLDG.

EH x 275

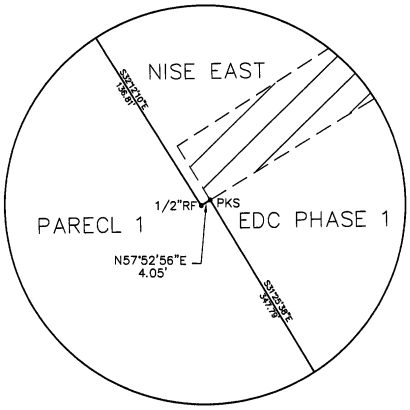
BK M 506PG113

PLANNING AND RMC USE ONLY

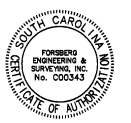
APPROVED PLAT
DATE: 7-28-2004
Planning Director
City of North Charleston

Charleston, South Carolina
Office of Register Mesne Conveyance
Plat recorded this 19 day of August, 2004 at
4:24 o'clock in Plat Book EH Page 275 and tracing cloth
copy filed in File 7 Drawer --- Folder 94 Drawing No 18
Original plat (a White Print) delivered to Young Clement Rivers

Register Mesne Conveyance



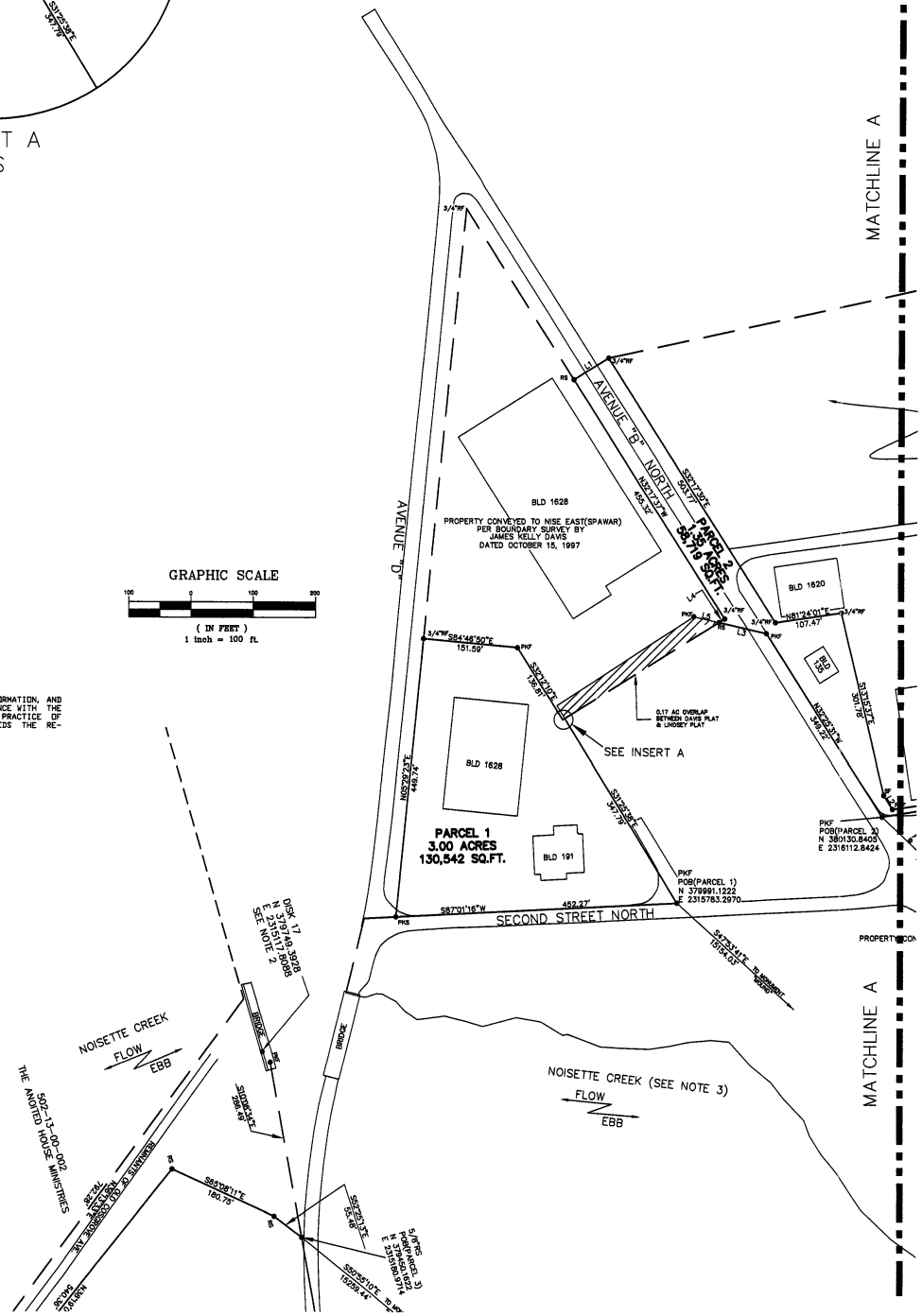
INSERT A
N.T.S



I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREIN WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS A SURVEY AS SPECIFIED THEREIN.

LEWIS SMITH MOORE, P. L. S. No. 21621 7/19/02

GRAPHIC SCALE
100 0 100 200
(IN FEET)
1 inch = 100 ft.



FORSBERG ENGINEERING AND SURVEYING, INC.
1587 SAVANNAH HIGHWAY SUITE B
P.O. BOX 30575
CHARLESTON, SOUTH CAROLINA 29417
(843) 571-2622 FAX (843) 571-8780
CIVIL ENGINEERING, SURVEYING AND LAND PLANNING

THIS SURVEY WAS ORIGINALLY DRAWN ON A 30"*42" SHEET TO MEET THE REQUIREMENTS OF SOUTHERN DIVISION NAVAL FACILITIES ENGINEERING COMMAND. IN ORDER TO MEET THE SIZE REQUIREMENTS OF THE CHARLESTON COUNTY RMC OFFICE THE SURVEY WAS REDRAWN ACCORDINGLY

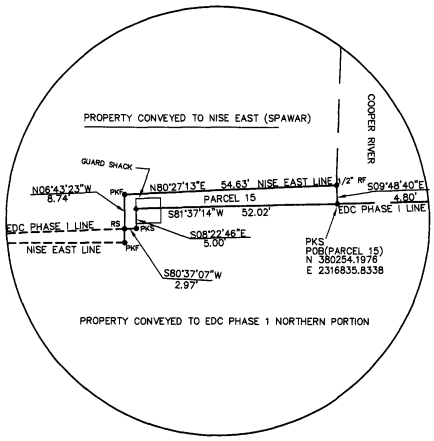
DR.	DEPARTMENT OF THE NAVY NAVAL FACILITIES ENGINEERING COMMAND SOUTHERN DIVISION CHARLESTON, S.C.
DRAWN BY: LEWIS S. MOORE	
CHECKED BY: DANIEL C. FORSBERG	
SUBMITTED: CADASTRAL SERVICES WILLIAM J. HOLLING DATE 07/19/02	REAL ESTATE SUMMARY MAP CHARLESTON NAVAL BASE COMPLEX EDC III NORTH CHARLESTON, SOUTH CAROLINA
SOUTHNAVFACENGCOM	
CONCUR: DIRECTOR REAL ESTATE DIVISION ERNEST R. NELSON, JR. DATE 07/19/02	
C.O.	
APPROVED: HEAD LAND MANAGEMENT DEPARTMENT DALE C. JOHANNESMEYER DATE 07/19/02	SIZE F; CODE IDENT. NO. 80091; NAVFAC DRAWING NO. 5395310
EFD FOR COMMANDER,NAVFAC	SCALE: 1"=100' SHEET OF

FOR PLANNING AND RMC

APPROVED PLAT
DATE: 7-28-2004
Planning Director
City of North Charleston

Charleston, South Carolina
Office of Register Mesne Conveyance
Plat recorded this 19 day of August, 2004 at
4:24 o'clock in Plat Book EH Page 276 and tracing cloth
copy filed in File 7 Drawer --- Folder 94 Drawing No 19
Original plat (a White Print) delivered to Young Clement Rivers

Register Mesne Conveyance



INSERT B
N.T.S

MATCHLINE A

5/8"RS

SHORE LINE

S77°24'42"W 1112.47'

COOPER RIVER
FLOW
EBB

S05°15'17"E 606.33'

PROPERTY CONVEYED TO NISE EAST (SPAWAR)
PER BOUNDARY SURVEY BY
JAMES KELLY DAVIS
DATED OCTOBER 15, 1997

BLD 1602

N81°46'39"E 498.60' 480.11'

S80°38'44"W

0.01 AC OVERLAP
BETWEEN DAVIS PLAT
& LINDSEY PLAT

SEE INSERT B
PARCEL 15
.01 ACRES
247 SQ.FT.

S44°31'09"E 1805.79'
TO BENCHMARK "CORPS"

PIER A

DISK 18
N 380093.4466
E 2316158.8809
SEE NOTE 2

S44°09'10"E 1800.73'
TO BENCHMARK "CORPS"

CONVEYED TO EDC PHASE 1 NORTHERN PORTION
PER BOUNDARY SURVEY BY
W. MASON LINDSEY, JR.
DATED AUGUST 18, 2000

MATCHLINE A

DISK 17
N 379920.0074
E 2316331.1119
SEE NOTE 2

SOUTH CAROLINA
FORSBERG ENGINEERING & SURVEYING, INC.
No. C00343
CERTIFICATE OF AUTHORIZATION

SOUTH CAROLINA
REGISTERED
LAND SURVEYOR
21621
LEWIS SMITH MOORE

I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS A SURVEY AS SPECIFIED THEREIN.

7/19/02
LEWIS SMITH MOORE, P.L.S. No. 21621

FORSBERG ENGINEERING AND SURVEYING, INC.
1587 SAVANNAH HIGHWAY SUITE B
P.O. BOX 30575
CHARLESTON, SOUTH CAROLINA 29417
(843) 571-2622 FAX (843) 571-6780
CIVIL ENGINEERING, SURVEYING
AND LAND PLANNING

THIS SURVEY WAS ORIGINALLY DRAWN ON A 30"*42" SHEET TO MEET THE REQUIREMENTS OF SOUTHERN DIVISION NAVAL FACILITIES ENGINEERING COMMAND. IN ORDER TO MEET THE SIZE REQUIREMENTS OF THE CHARLESTON COUNTY RMC OFFICE THE SURVEY WAS REDRAWN ACCORDINGLY

DR	DEPARTMENT OF THE NAVY	NAVAL FACILITIES ENGINEERING COMMAND
DRAWN BY: LEWIS S. MOORE	SOUTHERN DIVISION	CHARLESTON, S.C.
CHECKED BY: DANIEL C. FORSBERG		
SUBMITTED: CADASTRAL SERVICES WILLIAM J HOLLING DATE 07/19/02	REAL ESTATE SUMMARY MAP	
SOUTHNAVFACENGCOM	CHARLESTON NAVAL BASE COMPLEX	
CONCUR: DIRECTOR REAL ESTATE DIVISION ERNEST R. NELSON, JR. DATE 07/19/02	EDC III	
C.O.	NORTH CHARLESTON, SOUTH CAROLINA	
APPROVED: HEAD LAND MANAGEMENT DEPARTMENT DALE C. JOHANNESMEYER DATE 07/19/02	SIZE F; CODE IDENT. NO. 80091; NAVFAC DRAWING NO. 5395310	
EFD FOR COMMANDER,NAVFAC	SCALE 1"=100'	SHEET OF

FOR THE CITY NORTH CHARLESTON AND CHARLESTON COUNT RMC

BK B 557PG402

APPROVED PLAT
Exempt from Section 18-22 (a) and 18-23 (a) of Subdivision Regulations
Date: 9-27-2005
ATTEST: _____
PLANNING DIRECTOR
CITY OF NORTH CHARLESTON

Charleston, South Carolina
Office of Register Meme Conveyance
Plat recorded this 19th day of October 2005 at 12:48 o'clock in Plat Book EJ Page 306 and tracing cloth copy filed in File 8 Drawer --- Folder 16 Drawing No. 41
Original plat (a White Print) delivered to Bruce Berlinsky.
Register Meme Conveyance

STATE PLANE

COOPER RIVER

FLOOD EBB

LEGEND
PKS – PK NAIL SET
RS – 5/8" REBAR SET
RF – 5/8" REBAR FOUND
FC – FENCE CORNER

INSERT "A" NTS

INSERT "B" NTS

INSERT "C" NTS

SEE INSERT "A"

SEE INSERT "B"

SEE INSERT "C"

400-00-00-040
THE UNITED STATES OF AMERICA

400-00-00-047
THE NOISETTE CO. LLC.

400-00-00-065
THE NOISETTE CO. LLC.

TMS 400-00-00-106
THE CITY OF NORTH CHARLESTON

TMS 400-00-00-110
THE RDA

TMS 400-00-00-044
THE NOISETTE CO. LLC.

TMS 400-00-00-059
THE CITY OF NORTH CHARLESTON

TMS 400-00-00-108
CITY NORTH CHARLESTON

TMS 400-00-00-048
THE NOISETTE CO. LLC.

TMS 400-00-00-073
THE NOISETTE CO. LLC.

NOISETTE CREEK

BRIDGE

PIER

FLOOD ZONE VE 15

FLOOD ZONE AE 14

FLOOD ZONE AE 13

FLOOD ZONE

SAND BOX

SIDEWALK

STAGE

HEAD WALL

PUMP STATION

ELEVATED WALL

LIGHT POLES (TYPICAL)

EXISTING PIER

EXISTING INGRESS/EGRESS EASEMENT SEE REF #8

"AVENUE D INGRESS/EGRESS EASEMENT WIDTH VARIES SEE REF #8

+/-3700' TO McMILLAN AVE.

ST. JOHNS AVE S-10-379 R/W VARIES

THE PROPERTY RUNS ALONG THE MEAN HIGH WATER LINE FROM L15-L44 SEE REF #6

THE PROPERTY RUNS ALONG THE MEAN HIGH WATER LINE FROM L47-L75 SEE REF #6

THE PROPERTY LINE BETWEEN PARCELS 400-00-00-107 & 400-00-00-058 (AKA OCRM CRITICAL LINE) IS BEING ABANDONED

THE PROPERTY LINE BETWEEN PARCELS 400-00-00-106 & 400-00-00-059 (AKA OCRM CRITICAL LINE) IS BEING ABANDONED

THE PROPERTY LINE BETWEEN PARCELS 400-00-00-106 & 400-00-00-059 (AKA OCRM CRITICAL LINE) IS BEING ABANDONED

PROPERTY LINE TO BE ABANDONED

PROPERTY LINE TO BE ABANDONED

PROPERTY LINE TO BE ABANDONED

MEAN HIGH WATER LINE

CRITICAL LINE

CRITICAL LINE SEE REF #6

NEW PROPERTY LINE

L44 IS THE NEW PROPERTY LINE

BLD 1622

BLD 1601B

NOTES AND REFERENCES:

1) THE PROPERTY IS OWNED BY THE CITY OF NORTH CHARLESTON AND THE NOISETTE CO. LLC.

2) THE TMS IS AS SHOWN FOR EACH PARCEL.

3) ACCORDING TO FLOOD INSURANCE RATE MAP 450042 PANELS 501 & 502 J DATED NOVEMBER 17, 2004 THIS PROPERTY APPEARS TO LIE IN FLOOD ZONE AE ELEVATIONS 13 & 14 AND ZONE VE ELEVATIONS 14 & 15 ALL OF WHICH ARE SPECIAL FLOOD AREAS. THE FLOOD ZONES SHOWN ON THIS MAP WERE SCALED FROM THESE MAPS.

4) THIS PLAT IS NOT INTENDED TO SHOW THE EXISTENCE OR NONEXISTENCE OF US ARMY CORPS OF ENGINEERS JURISDICTIONAL WETLANDS.

5) THE CRITICAL LINE WAS NOT SURVEYED AT THIS TIME. THE CRITICAL LINE SHOWN IS THE PROPERTY LINE AS SHOWN ON PLATS BY MASON LINDSEY AND RECORDED IN THE CHARLESTON COUNTY RMC OFFICE IN PLAT BOOK EG PAGES 133 THRU 140.

6) THE MEAN HIGH WATER WAS NOT SURVEYED AT THIS TIME. THE MEAN HIGH WATER LINE SHOWN IS TAKEN FROM A PLAT BY FORSBERG ENGINEERING DATED OCTOBER 21, 2002 AND RECORDED IN THE CHARLESTON COUNTY RMC OFFICE IN PLAT BOOK EF PAGES 988-990.

7) THE PROPERTY IS ZONED M2.

8) REFERENCE PLAT BY FORSBERG ENGINEERING DATED FEBRUARY 3, 2003 AND RECORDED IN THE CHARLESTON COUNTY RMC OFFICE IN PLAT BOOK EG PAGE 403.

9) REFERENCE PLAT BY FORSBERG ENGINEERING DATED DECEMBER 8, 2003 AND RECORDED IN THE CHARLESTON COUNTY RMC OFFICE IN PLAT BOOK EG PAGE 856.

10) PRIOR TO THIS PLAT THE ACREAGE FOR THE PARCELS WERE AS FOLLOWS:
TMS 400-00-00-107 – 3.418 ACRES (3.42 ACRES AS SHOWN ON REF#15
TMS 400-00-00-106 – 1.795 ACRES (1.80 ACRES AS SHOWN ON REF #15
TMS 400-00-00-108 – 1.653 ACRES (1.65 ACRES AS SHOWN ON REF #15
TMS 400-00-00-059 – 23.759 ACRES
TMS 400-00-00-058 – 7.659 ACRES
TMS 400-00-00-065 – 6.487 ACRES

11) THE COMBINED ACREAGE FOR TMS 400-00-00-058 AND TMS 400-00-00-107 COMBINED MINUS THE 79 SQ.FT. GIVEN TO TMS 400-00-00-065 IS 11.076 ACRES(482,488 SQ.FT.).

12) THE ACREAGE FOR TMS 400-00-00-106 AND TMS 400-00-00-059 MINUS THE ACREAGE GIVEN TO TMS 400-00-00-108 IS 25.489 ACRES(1,110,300 SQ.FT.).

13) THE NEW ACREAGE FOR TMS 400-00-00-108 IS 1.718 ACRES (74,842 SQ.FT.).

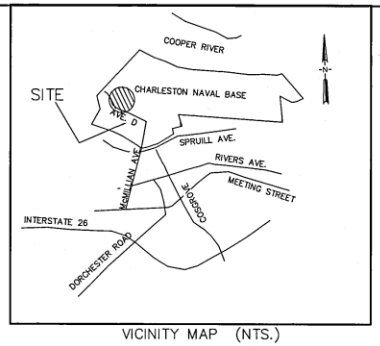
14) THE NEW ACREAGE FOR TMS 400-00-00-047 IS 6.489 ACRES.

15) REFERENCE PLATS BY FORSBERG ENGINEERING DATED OCTOBER 10, 2003 AND RECORDED IN THE CHARLESTON COUNTY RMC OFFICE IN PLAT BOOK EJ PAGES 68-78.

16) ALL PROPERTY CORNERS ARE COMPUTED UNLESS OTHERWISE NOTED.

GRAPHIC SCALE
200 0 200 400
(IN FEET)
1 inch = 200 ft.

VICINITY MAP (NTS.)



LINE TABLE		
LINE	LENGTH	BEARING
L1	309.18	S89°00'05"E
L2	113.12	S18°18'38"W
L3	113.38	S38°14'57"W
L4	416.54	S84°41'44"W
L5	782.35	N73°15'14"W
L6	73.41	S87°50'35"W
L7	51.67	S86°08'45"W
L8	74.54	N56°04'12"E
L9	61.57	N23°02'43"E
L10	496.43	S81°37'17"W
L11	509.05	N16°36'59"W
L12	71.32	N73°22'29"E
L13	402.76	N15°39'44"W
L14	212.21	S81°42'21"W
L15	24.34	S15°37'57"E
L16	99.38	S43°25'17"E
L17	135.76	S69°39'54"E
L18	132.42	S11°57'54"E
L19	150.19	S06°45'37"E
L20	126.61	S06°18'13"W
L21	159.22	S07°24'47"E
L22	114.65	S89°31'57"W
L23	198.84	N76°29'16"W
L24	109.09	N84°11'19"W
L25	80.32	N86°33'07"W
L26	97.23	S71°11'35"W
L27	79.89	S65°08'13"W
L28	56.08	S78°41'46"W
L29	89.15	N83°24'05"W
L30	175.29	N46°46'57"W
L31	78.09	N32°04'38"W
L32	150.54	N38°23'48"W
L33	99.28	N64°41'55"W
L34	175.18	N85°55'31"W
L35	57.66	N85°11'01"W
L36	31.19	N85°08'42"W
L37	30.66	N68°11'14"W
L38	53.09	S81°03'09"W
L39	75.38	N71°38'57"W
L40	48.49	N85°31'07"W
L41	58.66	N53°43'54"W
L42	41.84	N85°24'32"W
L43	27.38	N65°16'39"W
L44	7.71	N54°45'11"E
L45	123.35	S13°28'28"W
L46	9.85	N71°05'45"E
L47	14.84	S29°02'29"E
L48	109.19	S07°13'11"E
L49	97.48	S13°39'14"E
L50	79.07	S15°26'11"E
L51	89.33	S15°07'27"E
L52	96.47	S13°19'13"E
L53	86.34	S00°38'52"W
L54	134.04	S19°07'19"E
L55	121.75	S26°39'51"E
L56	198.14	S27°52'31"E
L57	161.22	S25°03'28"E
L58	122.16	S36°01'44"E
L59	123.98	S25°39'05"E
L60	91.45	S25°44'31"E
L61	113.12	N75°38'02"E
L62	116.65	N71°45'49"E
L63	76.77	N89°26'38"E
L64	277.61	N80°03'29"W
L65	167.94	N79°01'33"W
L66	85.41	N86°40'06"W
L67	137.27	S86°52'14"W
L68	123.66	S76°10'47"W
L69	136.65	N79°18'48"W
L70	301.62	N56°36'16"W
L71	166.36	N80°19'08"W
L72	160.76	N68°23'44"W
L73	198.15	N60°17'58"W
L74	55.79	N60°30'04"W
L75	53.55	N53°19'02"W
L76	33.74	N68°05'37"W
L77	53.14	N77°14'53"W
L78	503.11	S87°16'16"W
L79	5.96	S81°14'19"E
L80	17.83	S81°14'19"E
L81	85.01	S59°25'56"W
L82	11.27	S81°59'46"W
L83	35.78	S70°54'39"E
L84	13.97	N40°34'06"E
L85	45.96	N31°00'43"E
L86	11.66	N50°20'18"E
L87	15.75	S09°31'58"E
L88	57.04	S13°24'50"E
L89	372.40	S31°25'38"E
L90	21.47	S29°57'08"E
L91	25.12	S86°15'36"E
L92	657.39	N09°22'34"W
L93	25.77	S17°32'27"W
L94	19.11	S73°34'36"E
L95	372.60	S10°08'36"E
L96	55.46	S52°25'13"E
L97	180.75	S65°09'11"E
L98	540.36	N38°19'01"E
L99	62.19	N07°17'57"W
L100	680.83	N36°13'23"E
L101	47.18	N81°06'33"E
L102	138.77	S36°14'53"W
L103	93.61	S33°21'55"W
L104	45.47	S34°52'36"W
L105	49.72	S47°57'51"W
L106	111.91	S36°35'11"W
L107	51.62	S25°40'28"W
L108	256.58	N06°18'25"E
L109	1012.20	N88°32'46"E
L110	52.14	S74°13'27"E
L111	53.45	N84°11'35"W
L112	740.54	N17°06'20"W
L113	87.50	N09°23'34"W
L114	91.35	N47°19'07"E
L115	19.03	S75°15'17"W
L116	75.47	N71°58'17"E
L117	81.74	N71°55'45"E
L118	78.60	S17°24'43"E
L119	44.75	S17°54'15"E
L120	288.71	N18°03'47"W
L121	262.45	S76°56'38"W
L122	119.85	N77°55'18"W
L123	349.62	N32°25'31"W
L124	433.81	S17°31'17"E
L125	118.43	S73°16'03"E

CURVE TABLE					
CURVE	LENGTH	RADIUS	TANGENT	CHD DIR	CHORD
C1	132.79	120.83	74.00	N61°22'01"W	126.21

A PLAT SHOWING THE
PROPERTY LINE ABANDONMENT BETWEEN
TMS 400-00-00 PARCELS 058 & 107
PROPERTY LINE ADJUSTMENT BETWEEN
TMS 400-00-00 PARCELS 059 & 106
PROPERTY LINE ADJUSTMENT BETWEEN
TMS 400-00-00 PARCELS 106 & 108
PROPERTY LINE ADJUSTMENT BETWEEN
TMS 400-00-00 PARCELS 107 & 065
FORMER NAVAL BASE COMPLEX
CITY NORTH CHARLESTON CHARLESTON COUNTY, S.C.
SCALE 1"=200' SEPTEMBER 6, 2005
REVISED SEPTEMBER 22, 2005

SOUTH CAROLINA REGISTERED LAND SURVEYOR 21621 LEWIS SMITH MOORE

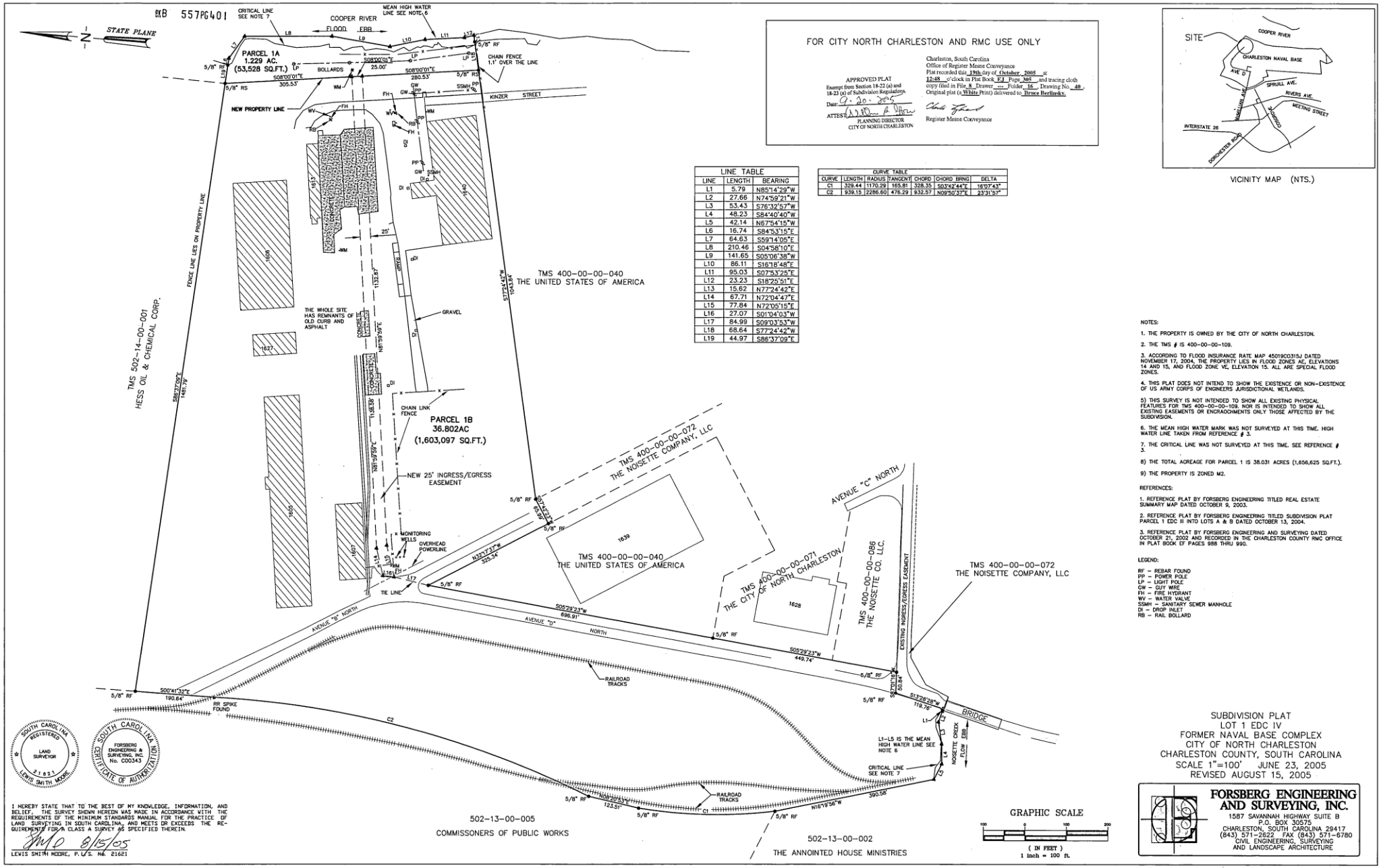
SOUTH CAROLINA CERTIFICATE OF AUTHORIZATION FORSBERG ENGINEERING & SURVEYING, INC. No. C00343

I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS A SURVEY AS SPECIFIED THEREIN.

LEWIS SMITH MOORE, P.L.S. No. 21621

FORSBERG ENGINEERING AND SURVEYING, INC.
1587 SAVANNAH HIGHWAY SUITE B
P.O. BOX 30575
CHARLESTON, SOUTH CAROLINA 29417
(843) 571-2622 FAX (843) 571-6780
CIVIL ENGINEERING, SURVEYING AND LAND PLANNING

EJ x 306



FOR CITY NORTH CHARLESTON AND RMC USE ONLY

APPROVED PLAT
Exempt from Section 18-22 (a) and 18-23 (a) of Subdivision Regulations.
Date: 9-20-2005
ATTEST: PLANNING DIRECTOR CITY OF NORTH CHARLESTON

Charleston, South Carolina
Office of Register Mesne Conveyance
Plat recorded this 19th day of October, 2005 at 12:48 o'clock in Plat Book EJ Page 305 and tracing cloth copy filed in File 8 Drawer --- Folder 16 Drawing No. 40. Original plat (a White Print) delivered to Bruce Berlinsky.
Register Mesne Conveyance

LINE TABLE		
LINE	LENGTH	BEARING
L1	5.79	N85°14'29"W
L2	27.66	N74°59'21"W
L3	53.43	S76°32'57"W
L4	48.23	S84°40'40"W
L5	42.14	N67°54'15"W
L6	16.74	S84°53'15"E
L7	64.63	S59°14'05"E
L8	210.46	S04°58'10"E
L9	141.65	S05°06'38"W
L10	86.11	S16°18'48"E
L11	95.03	S07°53'25"E
L12	23.23	S18°25'51"E
L13	15.62	N77°24'42"E
L14	67.71	N72°04'47"E
L15	77.84	N72°05'15"E
L16	27.07	S01°04'03"W
L17	84.99	S09°03'53"W
L18	68.64	S77°24'42"W
L19	44.97	S86°37'09"E

CURVE TABLE						
CURVE	LENGTH	RADIUS	TANGENT	CHORD	CHORD BRNG	DELTA
C1	329.44	1170.29	165.61	328.35	S03°42'44"E	16°07'43"
C2	939.15	2286.60	476.29	932.57	N09°50'37"E	23°31'57"

VICINITY MAP (NTS.)

NOTES:

1. THE PROPERTY IS OWNED BY THE CITY OF NORTH CHARLESTON.
2. THE TMS # IS 400-00-00-109.
3. ACCORDING TO FLOOD INSURANCE RATE MAP 45019C0315J DATED NOVEMBER 17, 2004, THE PROPERTY LIES IN FLOOD ZONES AE, ELEVATIONS 14 AND 15, AND FLOOD ZONE VE, ELEVATION 15. ALL ARE SPECIAL FLOOD ZONES.
4. THIS PLAT DOES NOT INTEND TO SHOW THE EXISTENCE OR NON-EXISTENCE OF US ARMY CORPS OF ENGINEERS JURISDICTIONAL WETLANDS.
5) THIS SURVEY IS NOT INTENDED TO SHOW ALL EXISTING PHYSICAL FEATURES FOR TMS 400-00-00-109. NOR IS INTENDED TO SHOW ALL EXISTING EASEMENTS OR ENCRAOCHMENTS ONLY THOSE AFFECTED BY THE SUBDIVISION.
6. THE MEAN HIGH WATER MARK WAS NOT SURVEYED AT THIS TIME. HIGH WATER LINE TAKEN FROM REFERENCE # 3.
7. THE CRITICAL LINE WAS NOT SURVEYED AT THIS TIME. SEE REFERENCE # 3.
8) THE TOTAL ACREAGE FOR PARCEL 1 IS 38.031 ACRES (1,656,625 SQ.FT.).
9) THE PROPERTY IS ZONED M2.

REFERENCES:

1. REFERENCE PLAT BY FORSBERG ENGINEERING TITLED REAL ESTATE SUMMARY MAP DATED OCTOBER 9, 2003.
2. REFERENCE PLAT BY FORSBERG ENGINEERING TITLED SUBDIVISION PLAT PARCEL 1 EDC III INTO LOTS A & B DATED OCTOBER 13, 2004.
3. REFERENCE PLAT BY FORSBERG ENGINEERING AND SURVEYING DATED OCTOBER 21, 2002 AND RECORDED IN THE CHARLESTON COUNTY RMC OFFICE IN PLAT BOOK EF PAGES 988 THRU 990.

LEGEND:

RF – REBAR FOUND
PP – POWER POLE
LP – LIGHT POLE
GW – GUY WIRE
FH – FIRE HYDRANT
WV – WATER VALVE
SSMH – SANITARY SEWER MANHOLE
DI – DROP INLET
RB – RAIL BOLLARD

SOUTH CAROLINA REGISTERED LAND SURVEYOR 21621 LEWIS SMITH MOORE

SOUTH CAROLINA FORSBERG ENGINEERING & SURVEYING, INC. No. C00343 CERTIFICATE OF AUTHORIZATION

I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS A SURVEY AS SPECIFIED THEREIN.

8/15/05

LEWIS SMITH MOORE, P.L.S. No. 21621

SUBDIVISION PLAT
LOT 1 EDC IV
FORMER NAVAL BASE COMPLEX
CITY OF NORTH CHARLESTON
CHARLESTON COUNTY, SOUTH CAROLINA
SCALE 1"=100' JUNE 23, 2005
REVISED AUGUST 15, 2005

FORSBERG ENGINEERING AND SURVEYING, INC.
1587 SAVANNAH HIGHWAY SUITE B
P.O. BOX 30575
CHARLESTON, SOUTH CAROLINA 29417
(843) 571-2622 FAX (843) 571-6780
CIVIL ENGINEERING, SURVEYING AND LANDSCAPE ARCHITECTURE

EJ x 305

EXHIBIT B-1

Navy Base Redevelopment District Ordinance

[Attached]

ORDINANCE #2023-010

AN ORDINANCE
CREATING NEW SECTIONS 5-4.3 AND 6-2.3 OF THE ZONING REGULATIONS OF THE CITY OF NORTH CHARLESTON TO CREATE A NEW ZONING DISTRICT KNOWN AS NAVY BASE REDEVELOPMENT DISTRICT (NBRD)

Whereas, the City of North Charleston is empowered to regulate to provide for the health, safety, and welfare of its citizens; and

Whereas, the City is statutorily authorized to pass zoning and land use regulations; and

Whereas, pursuant to a duly advertised public meeting held on January 9, 2023, it has been recommended to the Mayor and Council by the Planning Commission that the zoning text should be amended to create a new zoning district known as "Navy Base Redevelopment District" on the former Navy Base to facilitate a new mixed use zoning area appropriate for the former base; and

Now, therefore, be it ordained and enacted by the Mayor and Council that certain provisions of the Zoning Regulations, as amended, be further amended as follows in **EXHIBIT A** attached hereto and incorporated herein.

THE WITHIN ORDINANCE SHALL BE EFFECTIVE IMMEDIATELY UPON ITS RATIFICATION BY CITY COUNCIL.

Ordained in City Council this 23rd day of February, in the year of our Lord, 2023, and in the 246th year of Independence of the United States of America.

R. KEITH SUMMEY, MAYOR

APPROVED AS TO FORM:

LEGAL COUNSEL

ATTEST:

COURTNAY HEYWARD, MUNICIPAL CLERK

NORTH CHARLESTON CITY COUNCIL
AGENDA ITEM

Meeting of February 23, 2023

DATE:	January 10, 2023
ITEM TITLE:	An Ordinance Creating New Section 5-4.3 of the Zoning Regulations of the City of North Charleston to Create a New Zoning District Known as Navy Base Redevelopment District (NBRD) and New Section 6-2.3 Navy Base Redevelopment District Design Standards
SUBMITTED BY:	Planning Commission
CONTACT PERSON:	Megan Clark, Planning Division Director, (843) 740-2617

SUMMARY EXPLANATION:

As ownership has changed and new plans are being developed for the former Navy Base, the current planned development district zoning, known as the Navy Yard at Noisette Planned Development (PD), is out-of-date. The City is proposing a new zoning district to be known as the "Navy Base Redevelopment District" (NBRD).

The NBRD zoning is modeled after the existing PD and CRD zoning districts and creates a zoning district that facilitates the redevelopment of the former Navy Base to establish a mixed-use urban area that will provide office, retail, entertainment, civic, and public uses, as well as a variety of urban housing choices for the region.

The proposed zoning district outlines and provides regulations for the following:

- Permitted, Conditional, and Prohibited Uses – Multi-family, commercial, and industrial uses are permitted (some with conditions); and heavy industrial, single-family, and highway-oriented uses are prohibited
- Design Standards – Setbacks, height, utility placement, orientation, landscaping, lighting, and other standards are proposed to create an urban environment while also protecting the existing character and historic areas of the former Navy Base
- Density – No density maximum is proposed and a minimum lot width of 14' is proposed for maximum flexibility
- Street Standards and Streetscaping – Requirements for sidewalks, curbing, street trees, and street scaping elements such as trash receptacles, planters, bicycle racks, etc., are proposed
- Signage - Standards for wall, projecting, multi-tenant, and temporary banners are proposed

At the public hearing at the Planning Commission meeting, there were four (4) speakers. Their concerns ranged from public river access to protection for pedestrians, infrastructure upgrades and historical markers.

STAFF RECOMMENDATION:

Approval

BOARD, COMMISSION, COMMITTEE RECOMMENDATIONS:

The Planning Commission held a public hearing on January 9, 2023, and voted unanimously to recommend approval of the proposed amendment (6-0-0).

COUNCIL COMMITTEE RECOMMENDATION:

On February 16, 2023 the Public Safety Committee voted unanimously to approve the Ordinance as presented.

COUNCIL ACTION:

Mayor Summey stated that without objection, this item will be referred to the Public Safety Committee on February 16, 2023 for further review and a recommendation.

Exhibits

Resolution _X_ Ordinance ___ Contract ___Minutes _X_ Plan/Map ___ Transfer of Funds _X_ Other

EXHIBIT A

Section 5-4.3. - NBRD, Navy Base Redevelopment District:

Is the intent of this section that the Navy Base Redevelopment district be established to facilitate the redevelopment of the former navy base and establish a mixed-use urban area that will provide office, retail, entertainment, civic, and public uses, as well as a variety of urban housing choices for the region. This zoning district is appropriate for the parcels comprising the former Charleston Naval Base.

(a) *Permitted uses:* All uses shall be permitted in the NBRD, other than those specified in section 5-4.3(c).

(b) *Conditional uses:* The following uses shall be permitted in any NBRD zoning district subject to the stated conditions:

1. Off-street parking as a principal use for providing for public parking, private parking or parking in conjunction with other permitted uses provided that surface parking meets all setback requirements;

2. Private parking structures subject to the stated conditions:

(i) *Active uses:* Private parking garages must satisfy one of the following conditions:

a. At least seventy-five (75) per cent of the ground floor frontage along a street or designated pedestrian way consisting of active uses other than parking, such as offices, hotel, multi-family units, retailing, services and entertainment; or

b. A minimum of two floors of multi-family residential units are provided for each garage level located below the residential floors.

(ii) *Exterior surface:*

a. The exterior surface materials and structures of the garage must be compatible with the main structure.

b. Façade length and height must be limited so as not to create large blank walls without the benefit of architectural relief and landscaping. No more than 25% of the structure shall be unadorned. Internal parking structures built as initial phase prior to liner buildings will be required to have green walls or buffer landscaping until later phases are implemented.

c. Incorporate, at a minimum, an equal portion of vertical and horizontal architectural elements.

d. Incorporate art or architectural detail into the structure's façade in order to maintain an active and interesting streetscape.

(iii) *Entrances and exits:* The location of parking structure entrances and exits must be planned so as to have the least impact on residential streets, busy intersections and pedestrian areas.

3. Pharmaceutical manufacturing; construction contractors; and flex facilities containing a combination of office and any one or more of the following uses: warehouse, distribution, and/or showroom facilities; are permitted subject to the following conditions:

    (i) The warehouse shall be no more than 7,500 square feet and the warehouse space must be fully contained in the same building as the principal use.

    (ii) The total warehouse space shall not exceed seventy-five (75) per cent of the combined gross floor area of the warehouse space and the office use.

    (iii) The warehouse space, loading docks or zones, and any roll up doors shall not be oriented to the front elevation and/or adjacent right-of-way. Additionally, no loading docks or zones shall be oriented toward adjacent single-family use or zoning.

    (iv) There shall be no outdoor storage areas associated with the use. Parking of company vehicles (up to Class IV vehicle and no heavy construction equipment) shall be located in the rear of the property, screened by an eight-foot opaque fence or wall.

    (v) No new building elevation constructed of unadorned concrete masonry units or corrugated and/or sheet metal shall front upon any existing public or private rights-of-way.

4. Drive-Thrus: Drive-thrus shall be out of the viewshed from the public right-of-way; and vehicle queuing and circulation shall not impact the pedestrian realm.

(c) *Prohibited uses:*

1. Establishments engaged in the construction, repair or demolition of buildings, streets, water and sewer systems, bridges and similar construction; such as building, electrical, heating, air conditioning, heavy construction, paving and earth moving operations;
2. Highway oriented uses, including car washes, gas stations, auto repair establishments (including boat and truck repair), tire retreading establishments, paint and body shops, and establishments selling used and new cars, motorcycles, boats, trailers, recreational vehicles, manufactured homes, farm and industrial equipment, and car and truck rentals;
3. Dwellings, single-family;
4. Manufactured homes and parks;
5. Fireworks sales facilities;
6. Crematoria;
7. Boat/RV storage lots;
8. Freight terminals and depots, container storage, storage for portable temporary storage units;
9. Tow yards;

10. Bulk storage of petroleum or any products thereof;
11. Transportation facilities incidental to and required for such uses including railroad yards and docks;
12. Open storage of junk or salvage materials or processing or recycling of such materials;
13. Open storage or processing of solid bulk materials, such as gravel, crushed stone, and sand;
14. Sexually-oriented businesses;
15. Any industrial use, plus operations incidental to such use, which involves manufacturing, processing, and/or assembly which is likely to emit or cause any noise, vibration, smoke, gas, fumes, odor, dust, fire hazard, dangerous radiation or other injurious or obnoxious conditions sufficient to be likely to create a nuisance beyond the premises.

Section 6-2.3. Requirements in NBRD, Navy Base Redevelopment District:

Prior to submission of applications for building permits, site work permits, and/or plats, an applicant must first submit a concept plan for staff review and subsequent discussion. The concept plan shall include all streets, stormwater, parking, and overall land use layout to ensure consistency with overall NBRD district intent.

(a) *Building placement and setbacks.*

1. All streets in the NBRD shall be platted with frontages designated either as Build to the Front Property Line or Build to the Front Set Back Line, as noted in the below design standards chart. These lines will be established at the time of preliminary plat submittal and shall be shown on the recorded plat. On corner lots, the accessory buildings along a street frontage must conform to the building placement requirements for that street.

Street Name	Front Build-to Line	Side and Rear Setbacks *
Noisette Boulevard	46 – 56 feet from street center line	10 feet
All other streets	30 – 35 feet from street center line	10 feet

2. Any building or structure shall be constructed so that a minimum of 80% of the lot frontage is occupied by a building façade that abuts the front property line or the front set-back/build-to line. Building façade indentations or extensions which are part of the building's architectural design shall count toward the minimum 80% lot frontage requirement. The remaining 20% of the lot frontage abutting the front property line shall be occupied by an appropriate screen wall, as described in Section (c)2 below.

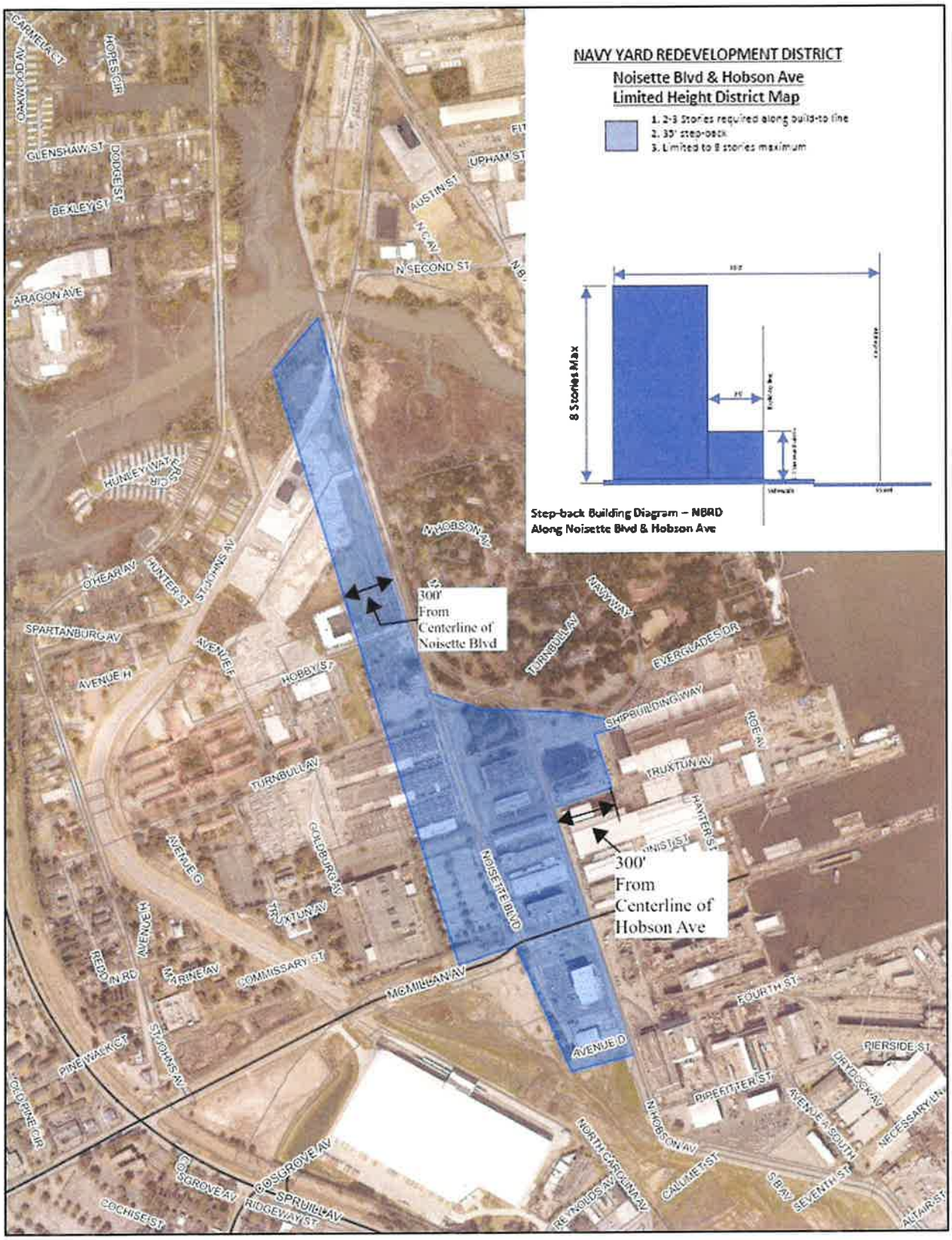
   On a corner lot the building facades shall occupy at least 80% of the frontage on the primary street and no less than 25% on the secondary street with the remainder of the frontage on the secondary street being occupied by an appropriate screen wall, as described in Section (c)2 below.

   On a corner lot, the abutting building frontages must extend to the corner or have a corner entrance.

   Stoops and open porches, bay windows, and balconies may extend up to 4 feet into the right of way, with an encroachment permit from the City, provided at least 5 feet of clear sidewalk passage remains.

(b) *Building height:*

In order to protect the character of the Charleston Navy Yard Historic District, as listed on the National Register of Historic Places, a height district is established as shown in the below map:


NAVY YARD REDEVELOPMENT DISTRICT
Noisette Blvd & Hobson Ave
Limited Height District Map
1. 2-3 Stories required along build-to line
2. 35' step-back
3. Limited to 8 stories maximum
8 Stories Max
Step-back Building Diagram – NBRD
Along Noisette Blvd & Hobson Ave
300' From Centerline of Noisette Blvd
300' From Centerline of Hobson Ave
N HOBSON AV
NOISETTE BLVD
AVENUE D
AVENUE E
AVENUE F
AVENUE G
AVENUE H
AVENUE I
AVENUE J SOUTH
TURNBULL AV
HOBBY ST
SHIPBUILDING WAY
TRUXTUN AV
GOLDBURG AV
COMMISSARY ST
MCMILLAN AV
FOURTH ST
RIVERSIDE ST
PIPEFITTER ST
DRYDOCK AV
NECESSARY LN
NORTH CAROLINA AV
CALHOUN ST
SEVENTH ST
ALTAIR ST
REYNOLDS AV
COSGROVE AV
SPRUILL AV
RIDGEWAY ST
COCHISE ST
PINE WALK CT
COLUMBINE CIR
REDDIN RD
MARINE AV
ST JOHNS AV
HUNLEY WAY
SPARTANBURG AV
O'HEAR AV
HUNTER ST
ARAGON AVE
GLENSHAW ST
DODGE ST
BEXLEY ST
OAKWOOD AV
CARMELA CT
HOPESIGN
AUSTIN ST
N SECOND ST
UPHAM ST
NAVY WAY
EVERGLADES DR
TRUXTUN AV
HANTER ST

(c) *Landscaping, Fences, and Walls:*

1. A landscape plan must be submitted and approved prior to the issuance of any permits. The landscape plan must meet the requirements below:

    a. No buffers shall be required.

    b. Any proposed landscaping of the structure shall consist of native species that are complementary to the streetscape and surrounding development.

2. Fences or walls of 3'6" to 8'0" are required on un-built portions of Build to- Set-back Lines or Build to Front Property Lines on street frontages

    a. Chain-link fencing is prohibited, as well as mesh and tarp.

    b. Fences and walls which face adjacent commercial properties or can be seen from the right-of-way: Façades in excess of fifteen (15) feet in length shall be adorned with either vegetative growth (vertical gardens or green walls must remain green throughout the year), decorative elements, or artistic murals, so long as the mural is not a sign or advertisement.

(d) *Street standards*:

1. Street trees are required in order to contribute to the definition of the streetscape and will be selected to create a street canopy that provides effective shade for pedestrians and vehicles. They will be planted to provide separation of the sidewalk from the street curb. A canopy tree with a minimum caliper of six inches shall be planted every 50 feet within the right-of-way. Species such as Southern Red Oak, Live Oak, Willow Oak, Elm varieties, and Nuttall oaks shall be used, with tree types to be consistent within each block and evenly spaced, with exceptions made for curb cuts, utilities, and other obstructions. In a park setting, trees may be planted on the subject parcel if requested by the applicant for design flexibility at the ratio of one tree per 50 feet of street frontage.
2. All streets shall have a minimum four-inch vertical curb.
3. Sidewalks are required along all streets as follows:
    a. Noisette Boulevard: Ten feet, both sides.
    b. All other streets: Five feet, both sides.

    During concept review, wider sidewalks may be required by staff.
4. To the extent practicable, utility services shall be located in rear alleys.

(e) *Parking:*

1. Parking shall not be located between a structure and a street.
2. Parking standards for the NBRD Zoning District shall be as per the chart below:

RESIDENTIAL – MULTIFAMILY	OFFICE/COMMERCIAL/ RETAIL	ENTERTAINMENT

Alley access typical. Minimum one car parking on site required.	Alley access, internal surface lots, parking garage. 2 spaces per 1000 GSF (1/500sf). Parking requirements may be met by combination of on-site parking and shared parking in a public parking facility located within a radius of 1,320 feet of the parcel.	Alley access, internal lots, parking garage, one per 50 seats for non-fixed seating, one per 4 seats of fixed seating. Parking requirements may be met by combination of on-site parking and shared parking in a public parking facility located within a radius of 1,320 feet of the parcel.

3. Uses not specified in the table above shall default to the zoning regulations' prevailing parking standards.
4. On-street parking created as a part of the project may be counted toward the project's required parking.

(f) *Connectivity:* In all cases, ease of pedestrian access between proposed developments and adjacent developments shall be required in the development of a proposed project's site and circulation plans and include pedestrian connectivity, both internally and externally to the site. Each parcel shall be developed with the intention to create a harmonious connection to the neighboring developments, whether preparing to connect with a future development or to tie into the connections that were created by the adjacent parcels' previous development.

(g) *Open spaces*: For all commercial uses, a minimum of three (3) per cent of the development acreage shall be designed and utilized as open space and/or parks in the form of active and passive parks, plazas, or public gathering spaces for any development project.

(h) *Architectural character:* Buildings, walls, and fences should be designed to complement the architectural character of the adjacent buildings, including materials, window patterns and spacing, ornamentation, orientation, and scale.

(i) *Utilities:* All utilities, including, but not limited to electric utilities, telecommunications, fiber, or cable providers, shall be placed underground. All junction and access boxes shall be screened with sufficient evergreen vegetation so as to obscure them from view. All small wireless facilities shall utilize concealment elements, and disguised as a hardscaped or softscaped amenity, such as benches; flower boxes, or decorative poles when located in or adjacent to any rights-of-way. All utility pad features and meters shall be shown on the site plan and are subject to building setbacks.

(j) *Lighting:*

1. All lighting sources, with the exception of parking area pole-mounted light fixtures, shall be shielded in order to avoid glare. Under no circumstances shall light sources be visible. Up-lighting of significant trees is strongly encouraged as is landscape

lighting along walks, paths, and at plazas.

2. Architectural light fixtures and poles should blend with the architecture of the buildings. Pole-mounted fixtures are limited to poles of a maximum of fourteen to sixteen (14 -16) feet in height. Fixtures and the poles on which they are to be mounted shall be consistent in their appearance throughout the district.

(k) *Streetscapes:*

1. Retail spaces located on ground floors must include a minimum of three (3) out of the six (6) items listed below:
    (i) Storefront windows (for merchandise on display which increases pedestrian interest)
    (ii) Stores accessible by pathways through the right-of-way
    (iii) Pedestrian-scale lighting
    (iv) Projecting signs, hanging signs, sandwich boards, corner signs, creative advertising
    (v) Flags and banners
    (vi) Sidewalk displays
2. Commercial properties must incorporate greenscapes (environmentally beneficial landscape techniques) through the inclusion of a minimum of one (1) of the four (4) items listed below:
    (i) Incorporate greenscaped passageways that invite people to walk and experience a livable urban environment
    (ii) Create park like nooks along buildings
    (iii) Install fountains/water features, sculptures, private gathering spots
    (iv) Create garden art via topiaries or planters (stand alone or wall mounted)
3. Projects must include street furniture along streets by installing a minimum of three (3) out of the five (5) items listed below. All site and street furnishings shall be of commercial grade. Submit pictures and color samples for approval.
    (i) Trash receptacles
    (ii) Bicycle racks or storage facilities
    (iii) Benches, tables, chairs, joggling boards
    (iv) Cigarette disposal stations, pet watering stations, water fountains
    (v) Potted plants or planter boxes

(l) *Signage:* All signs shall meet the minimum size and height requirements specified below:

1. Wall signs and window signs (commercial): One (1) square foot of wall and window signage combined will be permitted per each linear foot of building frontage, along the entirety of the building's orientation, up to and not exceeding fifteen (15) per cent

of the area of the building façade on which the sign is to be displayed. Window signage shall not exceed twenty-five (25) per cent of the window area.

(i) The area of a sign shall be the total area within the smallest square, circle, rectangle, triangle or combination thereof that will encompass the extreme limits of the writing, representation, emblem, or other display, together with the total area of any material or color forming an integral part of the background of the display or used to differentiate the sign from the backdrop or structure against which it is placed, but not including any supporting framework, bracing or decorative fence or wall

(ii) Area of each panel individually shall be calculated and added together to determine the total sign area

(iii) A maximum of three building signs shall be permitted for each business establishment on the ground floor. A maximum of two building signs shall be allowed for each second-level and third-level business establishment having a façade that faces a street. For purposes of this section, "second-level and third-level" means those building floor levels immediately above sidewalk-level. The combined area of these permitted building signs shall not exceed fifteen percent of the total area of the wall of the front of each said business establishment, and in no case shall any individual sign exceed 200 square feet. Notwithstanding these provisions, every business establishment shall be entitled to at least 60 square feet total combined sign area.

(iv) Building Signs on Corner Lots: For corner lots, one additional building sign for the business establishment occupying the corner space shall be permitted, provided it is oriented toward the additional street frontage. The total area of said sign shall not exceed ten percent of the total area of the wall of said building occupied by such business establishment and oriented toward the additional street frontage, or 60 square feet, whichever is less.

(v) Multi-Tenant Signs: In addition to the signs otherwise authorized in this section, buildings with three or more tenants shall be permitted one single building sign. Said sign shall be erected as a wall sign and shall not exceed 100 square feet in sign area. Where a building with three or more tenants faces two or more streets, two such multi-tenant signs shall be authorized provided that each is oriented toward a different street.

2. Projecting signs:

(i) Any use other than residential activities may display one projecting sign adjacent to each street, highway, freeway, or off-street parking area on which it has frontage.

(ii) Projecting signs may not exceed sixty-five (65) square feet in area.

(iii) A use may display both ground and projecting signs if no more than one of these signs is more than twelve (12) square feet in area.

(iv) Projecting signs must clear public sidewalks by at least nine (9) feet and may project no more than three (3) feet from a building or one-third (1/3) the width of the sidewalk, if any, whichever is less. Any encroachment greater than three feet shall require an encroachment permit from the Department of Public Works.

(v) Projecting signs must be pinned away from the wall at least six (6) inches and must project from the wall at an angle of ninety (90) degrees.

(vi) Projecting signs may not extend vertically above the windowsill of a second story.

3. Building Signature Signs:

(i) A wall sign, erected on a building four or more stories in height and actually occupied by a principal occupant shall be considered a building signature sign. For purposes of this section, no part of a parking deck shall be used in calculating the height of a building.

(ii) Only one building signature sign shall be allowed on any side elevation of the building and further provided that no building shall contain more than one such sign per side elevation.

(vi) Building signature signs are allowed only on buildings four or more stories in height provided no part of such sign shall extend above the top of the building.

(vii) The area of a building signature sign shall not exceed five percent of the area of the wall to which it is affixed, and shall not be included in computing the total area of signage imposed for other signs.

(viii) Building signature signs shall be allowed only for an owner or principal occupant, defined as a building owner or tenant who occupies a minimum of 25 percent of the floor space, or 100,000 square feet of the floor space, of a specific building that is available for occupancy. Any lease for the required amount of floor space is to be for a period of not less than five years. Changes in ownership or occupancy that result in non-compliance with this chapter shall require the removal of the subject sign.

(ix) An applicant seeking permission to erect a building signature sign shall provide notarized documentation that it has an ownership interest in the building or that it meets the conditions required to be considered a principal occupant and has permission from the owner to make the application. In determining the level of ownership necessary to qualify as an owner, the city presumes, based on the documentation required to be produced, that the applicant has made such arrangements with other claiming ownership interest as may be necessary to allow the

applicant to claim that it may apply for the sign as an owner.

4. Other sign provisions:

   (i) Internally lit plastic signs are prohibited.

   (ii) No exposed raceways, ballast boxes, sign cabinets, or electrical transformers shall be permitted.

   (iii) Sign company names or stamps shall be concealed inside the sign cabinets. Internal sign cabinet illumination is not permitted; instead use ground or building lighting.

   (iv) Raised or relief letters, logos, graphics, or any other relief shapes may be acceptable solutions to further add dimensions to the sign face.

   (v) Neon signs will be considered when appropriate to the building design and business function.

   (vii) Attached banner signs that are a temporary sign of cloth, plastic, paper or similar nonrigid material attached to any structure and anchored on two or more edges or at all four corners are permitted up to a maximum of fifty (50) square feet per structure, in addition to other wall/window/projected signage permitted.

   (viii) Illustrations on buildings that contain no references to products or services, otherwise known as murals, shall not be considered signs.

   (ix) All other signs, including, but not limited to monument and portable signs, shall follow Section 8-11, Signs Permitted in Commercial and Industrial Districts

4. Temporary signage:

   (i) One construction sign is permitted per commercial project.

   (ii) The sign may denote the following: project rendering, project logo (if applicable, broker or contractors' logos will not be permitted), project name, tag line of project (if applicable), owner, architect, builder, landscape architect, engineer, financial institution, "For Information", website of project (if applicable, brokers' information will not permitted), phone number, or other pertinent information about the project will be permitted during construction.

   (iii) The construction sign shall not exceed 32 square feet in area.

   (iv) Permits to be displayed during construction shall be attached to the backside of the construction sign.

   (v) Additional individual signs for sub-contractors, material suppliers and lending institutions will not be permitted.

   (vi) Temporary signage will be allowed for new businesses to NBRD properties. Temporary signage will be allowed for a maximum of 60

days from the approval date. Temporary signage should not obstruct views from passing cars.

4. Maintenance of signs: Any signs not meeting the following provisions shall be maintained, repaired, or removed within thirty (30) days after receipt of notification by the Zoning Inspector or his/her designee:

    (i) The area around the sign shall be properly maintained and clear of brush, trees and other obstacles around the sign that may obscure the sign face so as to make sign face readily visible.

    (ii) All inoperable lighting or damaged panels must be repaired or replaced.

    (iii) All sign copy shall be maintained securely to the face and all missing copy must be replaced.

    (iv) All signs shall be maintained in a structurally safe condition.

(m) *Applicability*. Where the requirements of this subsection conflict with the requirements, conditions, or permits of other regulatory agencies or utility providers, the zoning administrator may (but shall not be required to) administratively permit a reasonable modification without the necessity of a variance being obtained.

EXHIBIT B-2

Rezoning Ordinance

[Attached]

ORDINANCE #2023-011

AN ORDINANCE
REZONING 89 PROPERTIES ON THE FORMER NAVY BASE (WITH THE TMS IDENTIFYING NUMBER LISTED ON APPENDIX A ATTACHED HERETO), FROM CRD, COMMERCIAL REDEVELOPMENT; M-1, LIGHT INDUSTRIAL; M-2, HEAVY INDUSTRIAL; AND PD, PLANNED DEVELOPMENT (NAVY YARD AT NOISETTE); TO NBRD, NAVY BASE REDEVELOPMENT

WHEREAS, the City of North Charleston is empowered to regulate to provide for the health, safety, and welfare of its citizens; and

WHEREAS, the City is statutorily authorized to pass zoning and land use regulations; and

WHEREAS, TMS #400-00-00-048 is currently zoned CRD, Commercial Redevelopment; and

WHEREAS, TMS #400-00-00-216 is currently zoned M-1, Light Industrial; and

WHEREAS, TMS #400-00-00-073 is currently zoned M-2, Heavy Industrial, and

WHEREAS, TMS #s 400-00-00-040, -044, -045, -047, -050, -052, -053, -054, -055, -057, -058, -059, -060, -061, -062, -065, -066, -071, -072, -074, -086, -109, -111, -117, -118, -127, -129, -142,
-155, -160, -161, -164, -170, -171, -172, -175, -176, -177, -178, -183, -184, -185, -186, -187, -188, -192, -208, -209, -210, -211, -216, -217, -218, -219, -221, -222, -223, -224, -229, -230, -231, -232, -233, -238, -239, -240,-241, -242, -243, -244, -245, -246, -249, -250, -251, -252, -253, -254, -255, -256, -257, -258, -259, -561; and 469-12-00-036 and -392 are currently zoned PD, Planned Development (Navy Yard at Noisette); and

WHEREAS, the Comprehensive Plan's Future Land Use Map designation for these parcels is "Traditional Neighborhood Development" and "Employment Center"; and

WHEREAS, the Planning Commission of the City of North Charleston has considered the request for the change of the Zoning Classification of the properties and made a recommendation to City Council.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH CHARLESTON, IN COUNCIL DULY ASSEMBLED, THE OFFICIAL ZONING MAP OF THE CITY OF NORTH CHARLESTON IS AMENDED AS FOLLOWS:

> **The parcel identified as Charleston County TMS #400-00-00-048 is rezoned from CRD, Commercial Redevelopment, to NBRD, Navy Base Redevelopment; the parcel identified as Charleston County TMS #400-00-00-216 is rezoned from M-1, Light Industrial, to NBRD, Navy Base Redevelopment; and the parcel identified as Charleston County TMS #400-00-00-073 is rezoned from M-2, Heavy Industrial; to NBRD, Navy Base Redevelopment; and the parcels identified as Charleston County TMS #s 400-00-00-040, -044, -045, -047, -050, -052, -053, -054, -055, -057, -058, -059, -060, -**

061, -062, -065, -066, -071, -072, -074, -086, -109, -111, -117, -118, -127, -129, -142, -155, -160, -161, -164, -170, -171, -172, -175, -176, -177, -178, -183, -184, -185, -186, -187, -188, -192, -208, -209, -210, -211, -216, -217, -218, -219, -221, -222, -223, -224, -229, -230, -231, -232, -233, -238, -239, -240,-241, -242, -243, -244, -245, -246, -249, -250, -251, -252, -253, -254, -255, -256, -257, -258, -259, -561; and 469-12-00-036 and -392 are rezoned from PD, Planned Development (Navy Yard at Noisette), to NBRD, Navy Base Redevelopment.

THE WITHIN ORDINANCE SHALL BE EFFECTIVE IMMEDIATELY UPON ITS RATIFICATION BY CITY COUNCIL.

Ordained in City Council this 23rd day of February, in the year of our Lord, 2023, and in the 246th year of Independence of the United States of America.

R. KEITH SUMMEY, MAYOR

APPROVED AS TO FORM:

LEGAL COUNSEL

ATTEST:

COURTNAY HEYWARD, MUNICIPAL CLERK

NORTH CHARLESTON CITY COUNCIL
AGENDA ITEM

Meeting of February 23, 2023

DATE: January 10, 2022

ITEM TITLE: An Ordinance Rezoning 89 Properties on the Former Navy Base from CRD, Commercial Redevelopment; M-1, Light Industrial; M-2, Heavy Industrial; and PD, Planned Development (Navy Yard at Noisette); to NBRD, Navy Base Redevelopment (Council Districts 7 & 10)

SUBMITTED BY: Planning Commission

CONTACT PERSON: Megan Clark, Planning Division Director, 843-740-2617

SUMMARY EXPLANATION:

1. As ownership has changed and new plans are being developed for the former Navy Base, the current zoning, known as the Navy Yard at Noisette Planned Development (PD), is out-of-date. The City is proposing a new zoning district to be known as the "Navy Base Redevelopment District," to which the subject properties are proposed to be rezoned.
2. The intent of the new Navy Base Redevelopment district is to facilitate the redevelopment of the former Navy Base and establish a mixed-use urban area that will provide office, retail, entertainment, civic, and public uses, as well as a variety of urban housing choices for the region. This zoning district was specifically developed for the parcels comprising the former Charleston Navy Base.
3. The future land use designation of 81 of the parcels is "Employment Center", with eight (8) of them having a designation of "Traditional Neighborhood Development" within the Riverfront Park area and adjacent to the Olmsted PD. The surrounding properties to the north and south are designated "Employment Center", and the properties within the Olmsted PD and to the western edges of former base are designated 'Traditional Neighborhood Development".
4. The proposed Navy Base Redevelopment District allows a mixture of commercial, residential (multi-family), and industrial uses, similar to the existing uses on the properties. After a review of the current land uses and business licenses for these parcels, staff finds there are two businesses that are existing heavy industrial users, that would become a legal, nonconforming use, and thus could continue to operate indefinitely provided: (a) their business license is current, renewed annually, reflects the actual use of the property, and has not been revoked; (b) power service to the site is active (or has been in the preceding six months); and (c) the use is not expanded (building additions or new buildings).

At the public hearing at the Planning Commission meeting, there were no speakers.

STAFF RECOMMENDATION:

As the proposed zoning is consistent with the mixed uses of the current zoning, as well as the support of the Comprehensive Plan's Future Land Use Map designations of "Employment Center" and "Traditional Neighborhood Development", **staff recommends approval of the rezonings from CRD, M-1, M-2, and PD to NBRD.**

BOARD, COMMISSION, COMMITTEE RECOMMENDATIONS:

The Planning Commission held a public hearing on January 9, 2023, and voted to recommend approval of the rezoning (6-0-0).

COUNCIL COMMITTEE RECOMMENDATION:

On February 16, 2023 the Public Safety Committee voted unanimously recommended approval of the Ordinance as presented.

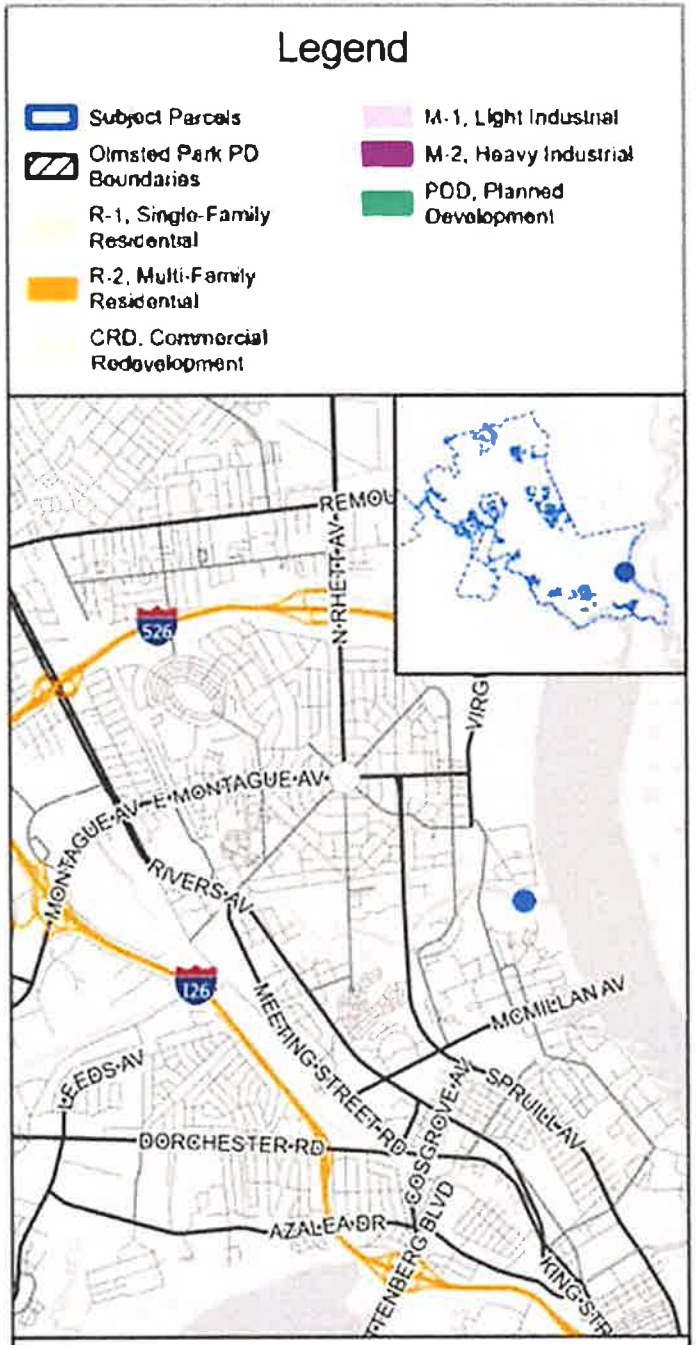
COUNCIL ACTION:

Mayor Summey stated that without objection, this item will be referred to the Public Safety Committee on February 16, 2023 for further review and a recommendation.

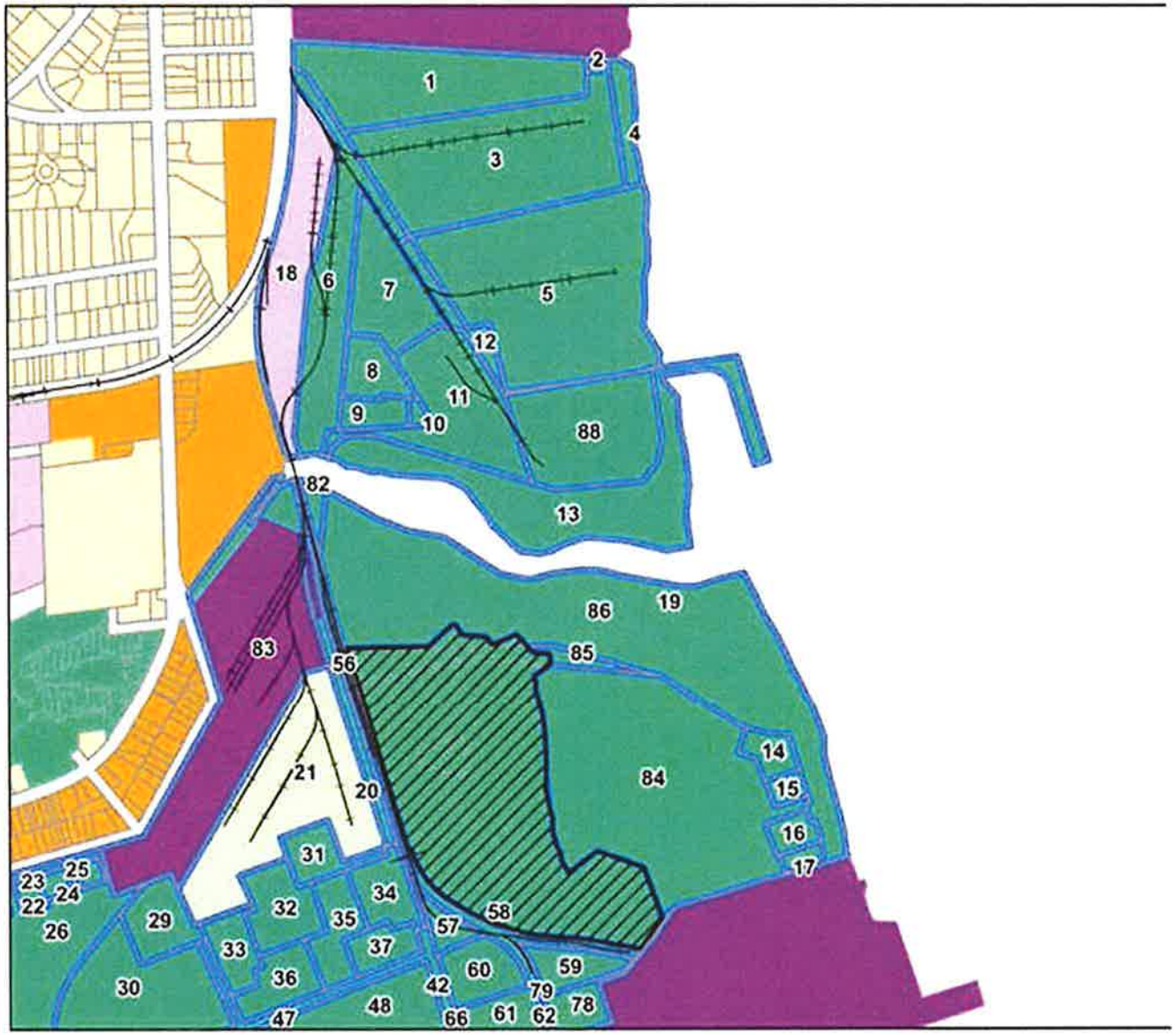
Exhibits

Resolution _X_ Ordinance ___ Contract ___Minutes _X_ Plan/Map ___ Transfer of Funds _X_ Other

PROPOSED REZONING



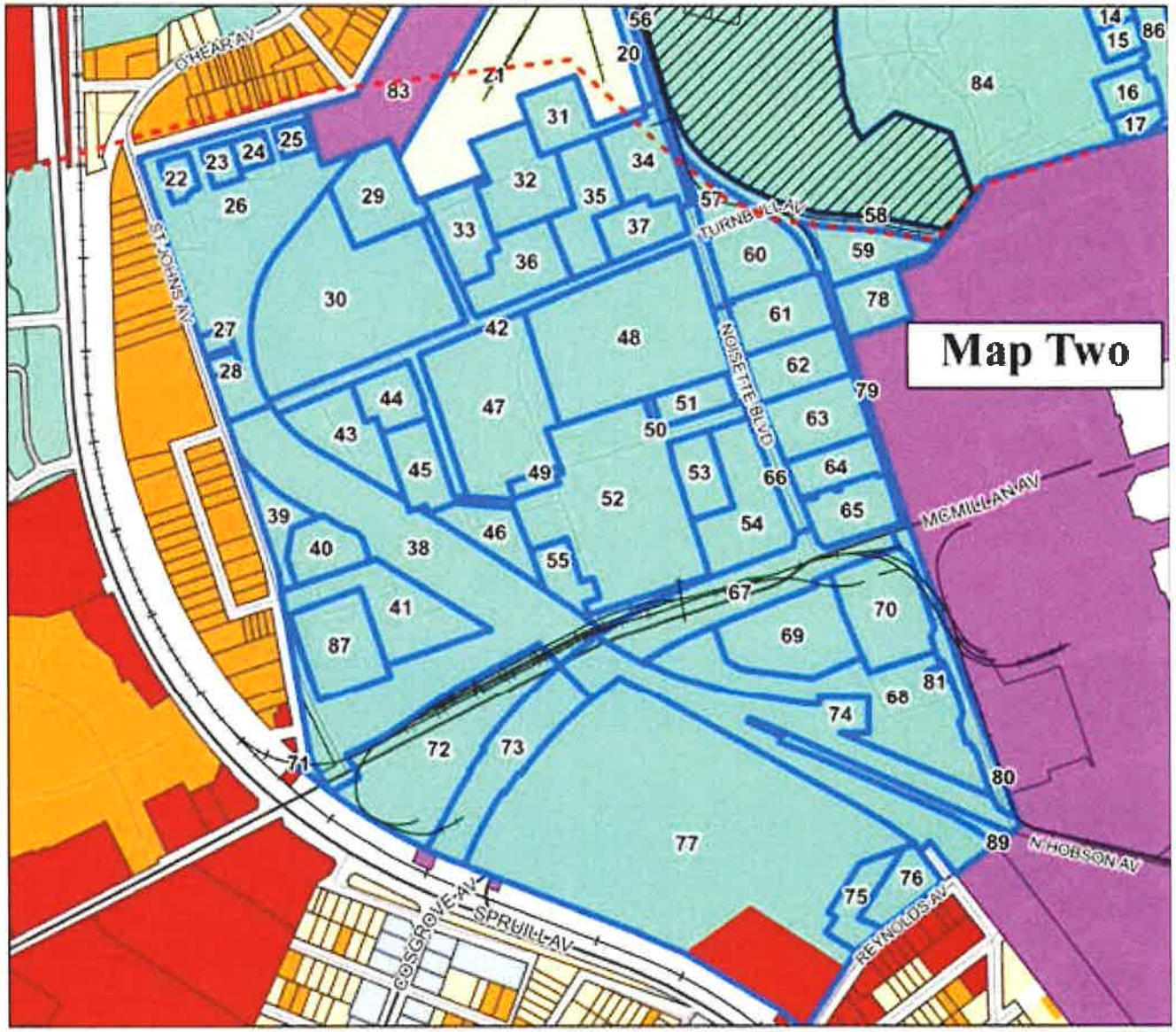
SITE LOCATION MAP



Proposed Rezoning of the Properties on the Former Navy Base (as Shown on the Attachment) to NBRD, Navy Base Redevelopment, from CRD, Commercial Redevelopment; M-1, Light Industrial; M-2, Heavy Industrial; and PD, Planned Development (Navy Yard at Noisette)

PROPOSED REZONING

SITE LOCATION MAP



Proposed Rezoning of the Properties on the Former Navy Base (as Shown on the Attachment) to NBRD, Navy Base Redevelopment, from CRD, Commercial Redevelopment; M-1, Light Industrial; M-2, Heavy Industrial; and PD, Planned Development (Navy Yard at Noisette)

#	TMS #	Property Owner
1	4000000245	Water Mission International
2	4000000246	City of North Charleston
3	4000000109	City of North Charleston
4	4000000129	City of North Charleston
5	4000000040	United States of America
6	4000000217	City of North Charleston
8	4000000071	City of North Charleston
9	4000000086	Merritt Properties at Coast, LLC
10	4000000218	City of North Charleston
11	4000000065	City of North Charleston
12	4000000072	City of North Charleston
13	4000000058	City of North Charleston
14	4000000170	City of North Charleston
15	4000000171	City of North Charleston
16	4000000192	City of North Charleston
17	4000000172	89 Hobson, LLC
18	4000000216	SC Department of Commerce
19	4000000175	North Charleston Sewer District
20	4000000254	CMMC, LLC
21	4000000048	CMMC, LLC
22	4000000186	Carolines Kitchen, LLC
23	4000000185	South Carolina State Ports Authority
24	4000000184	South Carolina State Ports Authority
25	4000000183	IDI Holdings, LLC
26	4000000074	South Carolina Department of Commerce Division of Public Railways
27	4000000187	South Carolina Department of Commerce Division of Public Railways
28	4000000188	South Carolina Department of Commerce Division of Public Railways
29	4000000243	Navy Land Partners LP
30	4000000232	Navy Infirmary Partners LP
31	4000000178	West Yard Lofts, LLC
32	4000000066	1535 Hobby, LLC
33	4000000223	CMMC, LLC
34	4000000229	South Carolina Department of Commerce
35	4000000238	Navy Land Partners LP
36	4000000222	CMMC, LLC
37	4000000242	Navy Land Partners LP
38	4000000045	South Carolina Department of Commerce Division of Public Railways
39	4000000250	South Carolina Department of Commerce Division of Public Railways
40	4000000177	Low Country Orphan Relief
41	4000000249	South Carolina Department of Commerce Division of Public Railways
42	4000000244	Navy Land Partners LP
43	4000000231	Navy Land Partners LP
44	4000000164	Coastal Community Foundation of South Carolina, INC
45	4000000241	South Carolina Department of Commerce Division of Public Railways
46	4000000230	Marine Barracks Partners LP
47	4000000224	Navy Land Partners LP

48	4000000061	Three Sisters Partnership LP
49	4000000233	Navy Land Partners LP
50	4000000160	Navy Land Partners LP
51	4000000161	Lesniak and Associates, LLC
52	4000000060	South Carolina Department of Commerce Division of Public Railways
53	4000000219	Navy Land Partners LP
54	4000000052	Southeastern Value Puritan Mill, LLC
55	4000000240	Navy Land Partners LP
56	4000000253	South Carolina Department of Commerce Division of Public Railways
57	4000000210	South Carolina Department of Commerce Division of Public Railways
58	4000000209	South Carolina Department of Commerce Division of Public Railways
59	4000000211	City of North Charleston
60	4000000239	Navy Land Partners LP
61	4000000053	Riverfront Property Compnay, LLC
62	4000000054	Southeastern Value Puritan Mill, LLC
63	4000000055	Storehouse Partners, LLC
64	40000000561	Southeastern Value Puritan Mill, LLC
65	4000000057	Southeastern Value Puritan Mill, LLC
66	4000000062	South Carolina Department of Commerce Division of Public Railways
67	4000000252	South Carolina Department of Commerce Division of Public Railways
68	4000000257	South Carolina Department of Commerce Division of Public Railways
69	4000000127	South Carolina Department of Commerce Division of Public Railways
70	4000000142	Powerhouse Partners, LLC
71	4000000111	South Carolina Department of Commerce Division of Public Railways
72	4000000256	FLSC Properties, LLC
73	4000000050	South Carolina Department of Commerce Division of Public Railways
74	4000000259	South Carolina Department of Commerce Division of Public Railways
75	4691200036	FLSC Properties, LLC
76	4691200392	FLSC Properties, LLC
77	4000000221	FLSC Properties, LLC
78	4000000118	
79	4000000117	South Carolina Department of Commerce Division of Public Railways
80	4000000251	South Carolina Department of Commerce Division of Public Railways
81	4000000176	North Charleston Sewer District
82	4000000255	South Carolina Department of Commerce Division of Public Railways
83	4000000073	South Carolina Department of Commerce Division of Public Railways
84	4000000044	City of North Charleston
85	4000000208	City of North Charleston
86	4000000059	City of North Charleston
87	4000000155	South Carolina Electric and Gas Company
88	4000000047	City of North Charleston
89	4000000258	South Carolina Department of Commerce

EXHIBIT A

Sec. 18-40. Lots.

(a) *Minimum lot widths, lot area, and frontage:* Minimum lot widths, area and frontage shall be as provided in the following table:

Zoning District	Minimum Lot Area (square feet)	Minimum Lot Width (measured at building line)** (feet)	Minimum Street Frontage*** (feet)
R-1	6,000*	60	30
R-2	6,000	60	30
R-3	6,000*	60	30
ON & OD	6,000	60	30
B-1	6,000	60	30
B-2	12,000	80	50
B-3	12,000	80	50
CRD	10,000	50	50
NBRD	-****	**14**	**14**
M-1	½ acre	100	100
M-2	5 acres	400	400

* Where public water or public sewer is unavailable, additional lot area shall be required as determined by the South Carolina Department of Health and Environmental Control.

** On culs-de-sac, minimum lot width shall be measured at the midpoint of the lot depth.

*** On culs-de-sac the minimum street frontage shall be fifty (50) feet in M-1 and M-2.

****A minimum lot size is not required for the NBRD so that as long as the minimum street frontage and width is provided.

...

EXHIBIT C

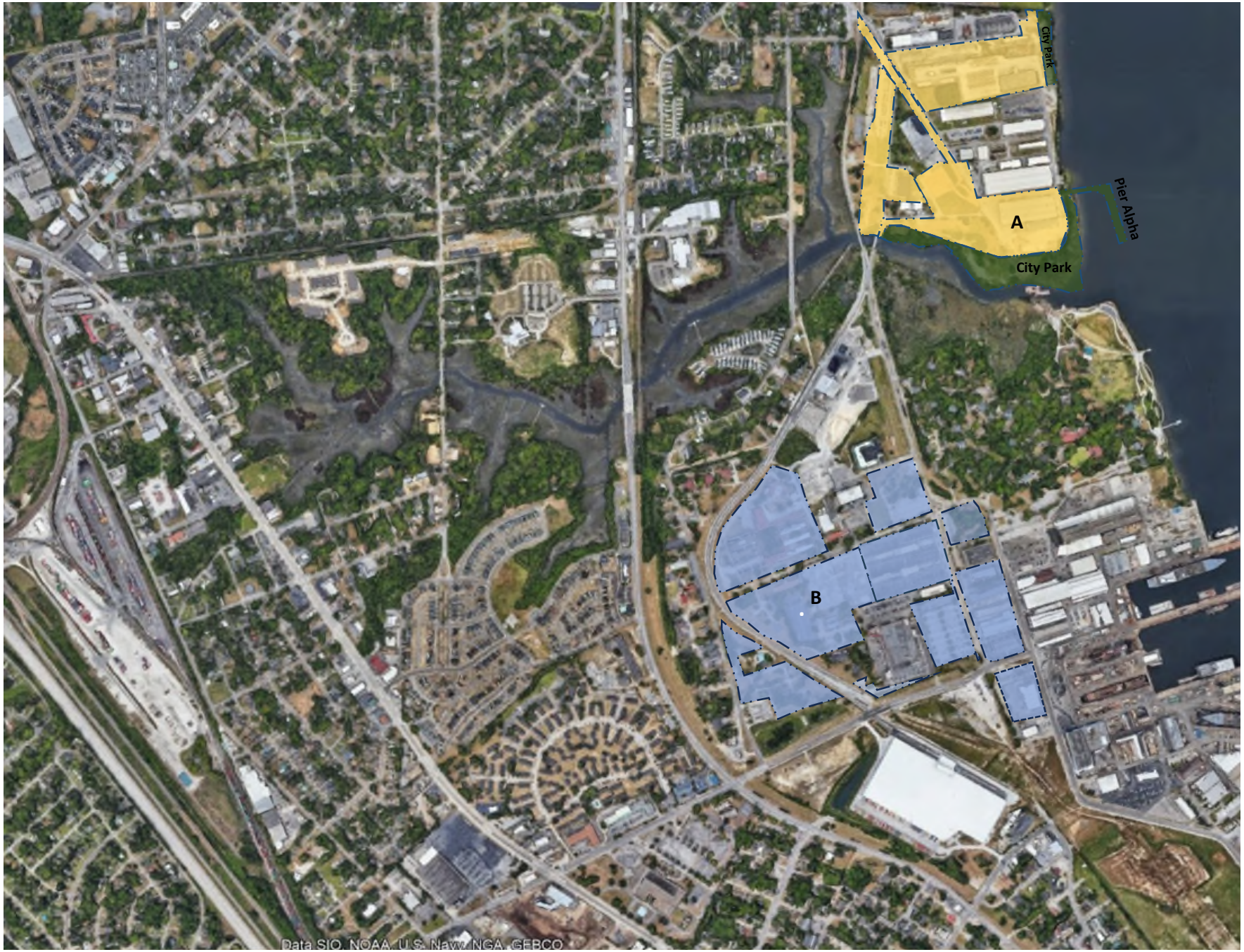
Development Agreement Ordinance

[Attached]

EXHIBIT D

Conceptual Land Use Plan

[Attached]



N

Not to Scale

Navy Base Development Agreement

Battery Park & Navy Yard

30 Year Overall Conceptual Land Use Plan

Navy Base Redevelopment District (NBRD)

Height Limit = None, except noted areas per section 6-2.3b

Density = No Cap

Open Space Req. = 3%

Battery Park – Area A

Zoned NBRD

Approx. 1449 Multi-Family Units

Approx. 112,800 SF Commercial/Office

City Park/Pier Alpha +/-14 acres

Navy Yard – Area B

Zoned NBRD

Approx. 1579 Multi-Family Units

Approx. 497,975 SF Commercial/Office

Approx. 45,000sf Entertainment

NOTE: Plan will change over time

NOTE: Plan will change over time

Land Area - A

Not to Scale

N

Navy Base Development Agreement

Battery Park

30 Year Conceptual Land Use Plan

Navy Base Redevelopment District (NBRD)

Height Limit = None, except noted areas per section 6-2.3b

Density = No Cap

Open Space Req. = 3%

Land Area A	Uses
1	Building 1601 - 50,000 SF Commercial 161 Multi-Family Units
2	208 Multi-Family Units 12,800 SF Commercial/Office
3	1080 Multi-Family Units 50,000 SF Commercial/Office
4	City Park/Pier Alpha

Anticipated Schedule – See Exhibit E

*NOTE: Plan will change over time

Land Area - B

Not to Scale

N

Navy Base Development Agreement

Navy Yard

30 Year Conceptual Land Use Plan

Navy Base Redevelopment District (NBRD)

Height Limit = None, except noted areas per section 6-2.3b

Density = No Cap

Open Space Req. = 3%

Land Area B	Use	Res. (Units)	Office (SF)	Comm (SF)
1	New Mixed Use	185	110k	117K
2	Adapt. Reuse	198		--
3	New Multi-Family	524	--	--
4	New Multi-Family	60	--	--
5	Adapt. Mixed Use	329	52K	146K
6	New Mixed Use	203	--	12K
7	Adapt. Mixed Use	80	86K	100K
8	Mixed Use Entertainment	--	--	45K
9	New Mixed Use & Open Space	--	--	32K
		Total: 1579 Units	**Total: 248k sf**	**Total: 452k sf**

Anticipated Schedule – See Exhibit E

EXHIBIT E

Development Schedule

[*Attached*]

Proposed Development Schedule*				
Battery Park				
Land Area	Net. Dev. Acreage	MFH Units	Commercial/Office /Entertainment SF	Delivery Date
A-1a	2.87 acres	-	50,000 SF	2026
A-1b	4.60 acres	161 Units	-	2029
A-2	7.40 acres	208 Units	12,800 SF	2034
A-3	12.00 acres	1,080 Units	50,000 SF	2040
Battery Park Total	26.87 acres	1,449 Units	112,800 SF	
Navy Yard				
Area B-2, B-5a & B-6a	34.79 acres	521 Units	355,496 SF	2028
Area B-1a, B-6b, 7 & 9	6.52 acres	500 Units	141,479 SF	2031
Area B-1b & B-5b	8.16 acres	558 Units	-	2035
Navy Yard Total	49.47 acres	1,579 Units	497,975 SF	
Total	76.34 acres**	3,028 Units	609,800 SF	
*Subject to Change over the life of the build-out				
**Net Developable Acreage, Gross Acreage = 111.884 acres				
Note: Infrastructure installation/improvements to be on-going throughout development of BP and NY				

N

Navy Base Development Agreement

Battery Park

Proposed Development Schedule

Land Area A	Uses
1	Building 1601 - 50,000 SF Commercial 161 Multi-Family Units
2	208 Multi-Family Units 12,800 SF Commercial/Office
3	1080 Multi-Family Units 50,000 SF Commercial/Office
4	City Park/Pier Alpha

NOTE: Proposed Development Schedule will change over time

Land Area - A

Not to Scale

N

Navy Base Development Agreement

Navy Yard

Proposed Development Schedule

Land Area B	Use	Res. (Units)	Office (SF)	Comm (SF)
1	New Mixed Use	185	110k	117K
2	Adapt. Reuse	198		--
3	New Multi-Family	524	--	--
4	New Multi-Family	60	--	--
5	Adapt. Mixed Use	329	52K	146K
6	New Mixed Use	203	--	12K
7	Adapt. Mixed Use	80	86K	100K
8	Mixed Use Entertainment	--	--	45K
9	New Mixed Use & Open Space	--	--	32K
		Total: 1579 Units	**Total: 248k sf**	**Total: 452k sf**

NOTE: Proposed Development Schedule will change over time

Land Area - B

Not to Scale

EXHIBIT F

City of North Charleston Zoning Code

[Attached]

APPENDIX A - ZONING REGULATIONS

AN ORDINANCE

ADOPTING A BILL TO BE ENTITLED "AN ORDINANCE OF THE CITY OF NORTH CHARLESTON, SOUTH CAROLINA, REGULATING THE LOCATION AND USE OF BUILDINGS, STRUCTURES, AND LAND, THE SIZE OF BUILDINGS AND OTHER STRUCTURES, THE SIZE OF YARDS, AND THE DENSITY OF DISTRIBUTION OF POPULATION; CREATING DISTRICTS FOR SAID PURPOSES AND ESTABLISHING THE BOUNDARIES THEREOF; DEFINING CERTAIN TERMS USED HEREIN; PROVIDING FOR THE METHOD OF ADMINISTRATION AND AMENDMENT; PROVIDING FOR THE A BOARD OF ADJUSTMENT; AND PROVIDING FOR THE IMPOSITION OF PENALTIES FOR THE VIOLATION OF THE PROVISIONS OF THIS ORDINANCE TO BE EFFECTIVE IN THOSE PORTIONS OF THE CITY OF NORTH CHARLESTON AS DESIGNATED ON THE OFFICIAL ZONING MAP.

Footnotes:

*--- (**1**) ---*

***Editor's note—** This appendix contains the City's Zoning Ordinance No. 1974-7, adopted Feb. 28, 1974. Amendments to the zoning ordinance are indicated by parenthetical history notes following amended provisions. The absence of a history note indicates that the provision remains unchanged from the original ordinance. Obvious misspellings and punctuation errors have been corrected without notation. For stylistic purposes, headings and catchlines have been made uniform and the same system of capitalization, citation to state statutes, and expression of numbers in text as appears in the Code of Ordinances has been used. Additions made for clarity are indicated by brackets.*

***Editor's note—** The zoning ordinance has been treated in this fashion as an appendix rather than as an integral part of the Code because of the special provisions of law governing its enactment and amendment.*

***Cross reference—** Buildings and building regulations, Ch. 5; civil defense, Ch. 6; fire prevention and protection, Ch. 8; housing, Ch. 10; parks and recreation, Ch. 14; planning, Ch. 15; streets, sidewalks and public places, Ch. 17; subdivision regulations, Ch. 18.*

ARTICLE I. - AUTHORITY AND ENACTMENT CLAUSE

In pursuance of authority conferred by Title 5, Chapter 23, and Title 6, Chapter 7 of the Code of Laws of South Carolina for 1976, as amended, and other provisions of law, the city council of the City of North Charleston has enacted and ordained the zoning ordinance of the city for the purposes of guiding development in accordance with existing and future needs, preserving and enhancing the present advantages of the city and the community, overcoming present handicaps and preventing or minimizing such future problems as may be foreseen, promoting efficiency and economy in the process of development or redevelopment of the city, protecting, promoting, and improving the public health, safety, morals, convenience, order, appearance, prosperity, and general welfare, lessening congestion in the streets and making adequate provision for traffic, promoting safety from fire, panic and other dangers, promoting health and general welfare, providing adequate light and air, preventing the overcrowding of land, avoiding undue concentration of population and promoting the healthful and convenient distribution of population, protecting scenic areas, promoting good civic design, appearance and arrangement, and promoting wise, adequate and efficient expenditure of public funds and resources and the adequate provision of public utilities, transportation, water, sewage, schools, parks and other public requirements. To such ends, the city council of

North Charleston is authorized to regulate the height, bulk, number of stories and size of buildings and other structures, the percentage of lot which may be occupied, the size of yards, courts, and other open spaces, the density and distribution of population, and the location and use of buildings, structures and land for trade, industry, residence, recreation, agriculture, forestry, conservation, airports and approaches thereto, water supply, sanitation, protection against floods, public activities, and other purposes, the erection, construction, reconstruction, alteration, repair, or use of buildings, structures or land, including requirements of off-street parking and loading, landscaping and protection and regulation of trees in consideration of their value from an environmental, agricultural, aesthetic, scenic or preservation standpoint, taking into account, among other items, the character of the area in which the property is located and its peculiar suitability for particular uses, the conservation of value of land and buildings and the encouragement of the most appropriate use of land, buildings and structures, the promotion of desirable living conditions and the sustained stability of neighborhoods, the protection of property against blight and depreciation, the securing of economy in governmental expenditures, and the encouragement of the most appropriate use of land throughout the city.

It has been and is the intent of city council in enacting the provisions of the zoning ordinance of the City of North Charleston to exercise and fully avail itself of any and all authority and powers it has or may acquire under all provisions of law, and to that end the provisions of this ordinance should be liberally construed in favor of upholding the authority of the city council to enact any of its provisions.

(Ord. No. 1990-36, 7-12-90)

ARTICLE II. - SHORT TITLE

This ordinance shall be known and may be cited as "The Zoning Ordinance of the City of North Charleston, South Carolina."

ARTICLE III. - DEFINITIONS AND RULES OF INTERPRETATION

Words not defined herein shall have the meanings stated in the standard building code, standards plumbing Code, Standard Gas Code, or Standard Fire Prevention Code. Words not defined in the standard codes shall have the meanings in the Webster's Ninth New Collegiate Dictionary, as revised.

Words in the present tense include the future tense. Words used in the singular include the plural, and words used in the plural include the singular.

(a) The word "shall" is always mandatory.

(b) The word "may" is permissive.

(c) The word "lot" includes the word "plot" or "parcel".

(d) The word "person" includes a firm, association, organization, partnership, trust company, or corporation, as well as an individual.

(e)

The word "used" or "occupied" as applied to any land or building shall be construed to imply that said land or building is in actual use or occupancy and shall be construed to include words "intended", "arranged", or "designed to be used or occupied". An intended project shall be defined as one where substantial monies have been spent towards the goal of the project.

(f) The word "map" or "zoning map" shall mean the official zoning map of the City of Charleston, South Carolina.

The term "planning commission" refers to the Planning Commission for the City of North Charleston. The term council, mayor and council, or city council shall mean the legally elected governing body of the City of North Charleston. The term "Board of Zoning Appeals" refers to the Board of Zoning Appeals for the City of North Charleston.

Section 3-2. - Definitions:

Animal shelter, domestic. A pen, shelter, or structure where no more than three dogs or small domestic animals, not to include horses, cows, goats, swine, including pot bellied pigs, sheep, ponies, grazing animals and fowl of any kind, are boarded or kept.

Assisted-living facility. A facility which offers room and board and which provides a degree of personal care and supportive services.

Bar. An establishment where the sale of alcoholic beverages accounts in excess of fifty (50) per cent of the establishment's gross revenue, and food may or may not be served.

Building areas. That portion of any lot which may be used or built upon in accordance with the regulations governing the zoning district within which the lot is located when the front, side and rear yard, open space, and applicable buffer area requirements have been met.

Building. Any structure having a roof supported by columns or walls and intended for the shelter, housing or enclosure of persons or property.

Building, accessory. A subordinate structure on the same lot as the principal or main building or use occupied or devoted to a use incidental to the principal use. Included in this definition are private garages, storage sheds, workshops, domestic animal shelters, pool houses, etc., when detached from the principal building, and carports attached to the principal building when at least seventy-five (75) per cent open or unenclosed.

Building, principal. A building in which is conducted, or in which is intended to be conducted, the main or principal use of the lot on which it is located.

Canopy tree. A deciduous tree that forms the top layer of vegetation in a forest. Examples of such trees include oaks, hickories, maples, poplars, and others.

Child care services. Child care services shall mean and include any home, center agency or place, however styled, and where children are not related to the operator are received for custodial care, apart from their parents, whether for compensation, reward, or otherwise during part or all of the day or night and upon any number of successive days or nights.

Club, private. An organization catering exclusively to members and their guests including buildings and grounds with commercial activities serving the membership only.

Cluster subdivision. A form of development for single-family residential subdivision that permits a reduction in lot area and bulk requirements, provided there is no increase in the number of lots permitted under a conventional subdivision and the resultant land area is devoted to open space.

Conditional use. A use of land or structure which is permitted in a district under conditions specified in the zoning ordinance.

Condominium. A unit in a multi-unit structure owned by an individual who has use of all common areas associated with that structure.

Density ratio. A measure of the potential intensity of residential development within a defined site area. The density ratio is calculated by dividing the gross (total) site area by the minimum lot area required for a particular residential unit type.

Developer. An individual, partnership or corporation (or agent therefor), that undertakes the activities covered by these regulations.

Development. Any manmade change to improved or unimproved real estate, including, but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations.

Diameter breast height (DBH). Breast height is reckoned to be four (4) feet six (6) feet above the ground. In the case of two (2) or more leaders emanating from a single trunk where the trunk is split below a height of four and one-half (4½) feet, the largest of the various leaders plus the average of the other leaders greater than four and one-half (4½) inches measured at four and one-half (4½) feet is construed to be the DBH of the tree. Ex. If the tree has two (2) leaders; one(1) eight-inch and one (1) four-inch, then the DBH is twelve (12) inches. If the tree has three (3) leaders, one (1) four and three-quarter-inch, one (1) five-inch; and one (1) six-inch, then the DBH would be six (6) inches plus the average of four and three-fourths (4.75) inches and five (5) inches, equating to 10.875 inches.

Driveway. A paved or unpaved areas used for ingress and egress of vehicles, and allowing access from a street to a building or other structure or facility.

Driveway aisle: A paved or unpaved area used for ingress and egress of vehicles, and allowing access from a street to a building or other structure or facility. The aisle must be a minimum of twenty-four (24) feet wide.

Dwelling. A building or portion of a building arranged or designed exclusively for human habitation.

Dwelling, apartment. (See dwelling, multi-family).

Dwelling, attached. A dwelling unit attached to none or more other dwelling units by common vertical walls.

Dwelling, detached. A single dwelling unit, other than a mobile home, surrounded by open space or yards and which is not attached to any other dwelling by any means.

Dwelling, duplex. A building containing two dwelling units.

Dwelling, group occupied. A dwelling unit occupied by four (4) or more individuals, unrelated by blood, marriage, adoption or guardianship, living together as a single housekeeping unit.

Dwelling, manufactured home. A factory built home after the enactment of and bearing a label of compliance with the federal manufactured home construction and safety standards act, effective, June 15, 1976 (HUD Code).

Dwelling, mobile home. A factory built home prior to enactment of the Federal Manufactured Housing Construction and Safety Standards Act, effective June 15, 1976.

Dwelling, multi-family. A building containing five (5) or more dwelling units.

Dwelling, patio house. A single-family detached dwelling unit. It is built on a small lot generally enclosed by walls which provide privacy. The term is synonymous with zero lot line dwellings.

Dwelling, quadruplex. A building containing four (4) dwelling units.

Dwelling, single-family. A building containing one (1) dwelling unit.

Dwelling, townhouse. A series of attached dwelling units on separate lots which may or may not have a common roof and separated from each other by common vertical walls.

Dwelling, triplex. A single building containing three dwelling units.

Dwelling unit. A single unit providing complete, independent living facilities for one or more persons including permanent provisions for living, sleeping, eating, cooking, and sanitation.

Dwelling, zero lot line. A zero lot line dwelling is a single-family detached unit which instead of being centered on a lot, in placed against at least one of the side of the side lot lines. The term is synonymous with patio house.

Eating establishment. A business selling food and/or drink at retail. The term may include, but is not limited to, cafés, cafeterias, coffee shops, delicatessens, diners, fast-food restaurants, and ice cream shops. This definition excludes full-service restaurants and bars.

Evergreen tree. A tree that remains green throughout the year.

Factory-built housing. A three dimensional, transportable, factory-built structure designed for long term residential use. Such housing includes manufactured, mobile and modular homes.

Family. One (1) or more persons related by blood, marriage, adoption or guardianship, and not more than four (4) persons not so related except that nine (9) mentally or physically handicapped persons for whom care is provided on a twenty-four (24) hour basis should be construed to be family, in accordance with the provisions of 6-7-830 of the South Carolina Code of Laws, including approval or licensing of the home in which they are located by a state agency for that purpose.

Family day care home. A family day care home is one in which care is given by a family member and no others during the day only for one (1) and not more than seven (7) children, including the day care of parents' own children.

Federal manufactured home constructions and safety standards. Regulations promulgated by the Department of Housing and Urban Development (HUD), governing the design and construction, strength and durability, transportability, fire resistance, energy efficiency and quality of manufactured housing. These standards also set performance requirements for heating, plumbing, air conditioning, thermal and electrical systems.

Floor. The top surface of an enclosed area in a building (including basement), i.e. top of slab in concrete slab construction or top of wood flooring in wood frame construction. Term does not include floor of a garage used solely for parking vehicles.

Floor area. The sum of the floor area for each of a building's stories measured from the exterior limits of the faces of the structure including basement floor area. It does not include unenclosed porches or any floor space in an accessory building or in the principal building which is designed for parking of motor vehicle.

Floor area ratio. An intensity measure of land use derived at by dividing the total floor area of a building by the total site area.

Gambling cruise vessel. All vessels engaged in activity described in the South Carolina Gambling Cruise Act, S.C. Code Ann. 3-11-200 et seq.

Gambling cruise vessel support activities. All privately owned or operated locations at which shore-based activity in any way associated with a gambling cruise vessel is conducted. Such activities expressly include, but are not limited to, (1) docks, piers and wharves to which gambling cruise vessels are affixed or at which they embark or disembark passengers; (2) ticket sales facilities; (3) administrative facilities associated with the operation of gambling cruise vessels; (4) parking facilities associated with gambling cruise activity; and (5) lounges, restaurants, terminals or other places at which patrons/passengers congregate prior to embarking or after disembarking from a gambling cruise vessel.

Garage, private. (As defined by the Standard Building Code).

Public, garage. (As defined by the Standard Building Code).

Habitable dwelling. A dwelling meeting the minimum habitability requirements of the ordinance, and other applicable regulations.

Heavy commercial vehicle: A heavy commercial vehicle is defined as a vehicle used for any commercial purpose whose tare weight exceeds five (5) tons (ten thousand (10,000) pounds), or a vehicle having more than two (2) discreet axles, or a vehicle greater than eight (8) feet in height. Construction equipment and farming equipment meeting these criteria are included within this definition.

Heavy commercial trailer: A heavy commercial trailer is defined as a trailer vehicle used for any commercial purpose and having more than four (4) tires and which is greater than fifteen (15) feet in overall length. Examples of heavy trailers include, but shall not be limited to "container chassis," "dump bodies," "reefers," and other trailers commonly utilized within the commercial shipping industry.

Height. The vertical distance of a structure or vegetation measured from the ground or base flood elevation plus the prevailing freeboard requirement, whichever is higher, to the highest point of the structure.

Home occupation. Any occupation within a dwelling, including a hobby and clearly incidental thereto, carried on by a member or members of the family residing on the premises and no more than one (1) additional person, provided that:

(1) No exterior indication of the use or change in the character or exterior appearance is evident other than a sign permitted by these regulations;

(2) The maximum floor area used for such operation shall not exceed six hundred (600) square feet or twenty-five (25) per cent of the gross floor area;

(3) No display of products shall be visible from the street.

(4) Creates no disturbing or offensive noise, vibration, smoke, dust, odor, heat, glare, traffic hazard, unhealthy or unsightly condition.

Homeless shelter. A facility operated by a non-profit organization or a for-profit organization pursuant to a contract with or grant from a government agency providing emergency temporary or transient overnight lodging, with nominal or no charge to persons receiving such lodging.

Impervious surface. Impervious surfaces are those that do not absorb water. All buildings, paved parking areas, driveways, roads and sidewalks, and any other areas determined by the zoning administrator to be impervious within the meaning of this definition also will be classed as impervious surfaces.

Impervious surface ration. The impervious surface ration is a measure of the intensity of land use. It is determined by dividing the total area of all impervious surfaces within the site by the total site area.

Infill development. New development of vacant parcels within existing areas that are already largely developed.

Junk or *salvage.* Any material consisting of waste, discarded or salvaged matter which is bought, sold, exchanged, stored, bailed, packed, or disassembled for profit, trade, or hire. The term junk shall also mean, but not be limited to, old or scrap copper, brass, aluminum, rope, rags, paper, trash, tire carcasses, rubber debris, old vehicle parts, non-working major appliances, and other ferrous or non-ferrous material. The term

"salvage" or "junk" as used herein shall also include any vehicle damaged so as not to comply with state or federal safety regulations, incapable of self propulsion, or partially dismantled if retained on the premises for more than seventy-two (72) hours, unless such vehicle is either:

(1) Retained for purposes of repair or towing storage on the premises of a properly zoned repair or towing facility; provided that for any such vehicle retained more than ninety (90) days, the towing or repair facility must be able to document reasonable efforts that have been made to repair or return the vehicle and demonstrate reasonable cause for why repair or return has not been completed. Examples of reasonable cause for why repair or return has not been completed would include, but not be limited to, time statutorily required for compliance with state laws or back order time associated with parts required for repair; or

(2) A city licensed restoration vehicle that complies with all requirements of Chapter 10.5, Article VII of the Code of Ordinances for the City of North Charleston.

Junk or salvage yard. Any premises where salvage or junk as defined herein are found and have been permitted to remain with the consent of the owner, lessee, or person(s) responsible for maintenance of such premises.

Lot. A parcel of land considered as a unit. The terms "lot", lot of record", "property" or "tract", whenever used in this ordinance are interchangeable.

Lot, corner. A lot located at the intersection of two or more streets.

Lot, double frontage. A lot which has frontage on more than one street.

Lot, interior. A lot, other than a corner lot, which has frontage on only on street other than an alley.

Lot, depth. The horizontal distance between front and rear lot lines.

Lot of record. A lot, the boundaries which are filed as legal record.

Lot, width. The horizontal distance between the side lines of a lot measured at right angles to its depth along a straight line parallel to the front lot line at the minimum required building setback line.

Lot area. The area contained within the boundary line of a lot. Required buffers and open spaces shall not be included within residential lots.

Lot line. A line bounding a lot which divides one lot from another or from a street or any other public or private space.

Micro-brewery. A brewery that produces less than fifteen thousand (15,000) barrels of beer per year.

Mini-warehouse. A building or group of buildings in a controlled-access and fenced compound that contains individual, compartmentalized and controlled-access stalls or lockers for the dead storage of customer's goods or wares.

Mission. A facility operated by a non-profit organization or for profit organization pursuant to a contract with or grant from a government agency providing emergency temporary or transient lodging, with nominal or no charge to persons receiving such lodging.

Mobile or *manufactured home park.* A lot or parcel with space improvements and utilities for the long-term parking of two (2) or more mobile or manufactured homes which may include services and facilities for the residents.

Mobile or manufactured home park space. A plot or ground within a mobile or manufactured home park designed for the accommodation of one unit.

Modular building unit or modular structure. Any building of closed construction, regardless of type of construction or occupancy classification, other than a mobile or manufactured home, constructed off-site in accordance with the applicable codes, and transported to the point of use for installation or erection. When meeting the requirements of the Modular Building's Construction Act (23-43-10 of the S.C. Code of Laws), said building unit or structure may be located in any of the city's several zoning districts.

Nonconformity. A nonconformity is any lot of record, use, building, structure or vegetation in existence prior to the effective date of this ordinance, but which fails, by reason of such adoption, revision or amendment, to conform to the present requirements of the ordinance.

Non-residential use. A principal use of land for other than residential purposes.

Nursing home. A facility with an organized nursing staff to provide intermediate or skilled care for residents.

Open space ratio. The open space ratio is a measure of the intensity of land use. It is arrived at by dividing the total amount of open space within the site by the total site area.

Parcel. A land area bounded by property lines that is recognized as such by the county assessor's office.

Park. A public facility open for recreation, with commercial activities for recreational uses only, open space and public gardens.

Parking space. An area, exclusive of passageways and necessary maneuvering space, that is used or intended to be used for temporary vehicle storage.

Premises. A lot, plot, or parcel of land including the buildings or structures thereon, under control by the same owner or operator together with all adjacent land.

Recreational vehicle. A recreational vehicle is defined as a vehicle, boat, trailer vehicle, or a combination of such that is designed to be used for recreational uses and is not used for commercial purposes. Examples of recreational vehicles include but are not limited to motor homes, camper trailers and boats with accompanying trailers.

Restaurant, full-service. A restaurant that serves alcoholic beverages where the sale of food and non-alcoholic beverages accounts for in excess of fifty (50) per cent of the establishment's gross revenues.

Sexually oriented businesses. Words and terms used to define such business operations include the following:

Adult arcade means any place to which the public is permitted or invited wherein coin-operated or slug-operated or electronically, electrically or mechanically controlled still or motion picture machines, projectors, or other image-producing devices are maintained to show images to five (5) or fewer persons per machine at any one time, and where the images so displayed are distinguished or characterized by the depicting or describing of "specific sexual activities" or "specified anatomical areas".

Adult bookstore or adult video store means a commercial establishment which, as one of its principal business purposes, offers for sale or rental for any form of consideration any one or more of the following:

(1) Books, magazines, periodicals or other printed matter, or photographs, films, motion pictures, video cassettes or video reproductions, slides or other visual representations which depict or describe "specified sexual activities" or "specified anatomical areas"; or

(2) Instrumental, devices, or paraphernalia which are designed for use in connection with "specified sexual activities". A commercial establishment may have other principal business purposes that do not involve the offering for sale or rental of material depicting or describing "specified sexual activities" or "specified anatomical areas" and still be categorized as an adult bookstore or adult video store so long as: one of its principal business purposes is the offering for sale or rental for consideration the specified materials which depict or describe "Specified sexual activities" or "specified anatomical areas".

Adult cabaret means a nightclub, bar, restaurant or similar commercial establishment which regularly feature:

(1) Persons who appear in a state of nudity; or

(2) Live performances which are characterized by the exposure of "specified anatomical areas" or by "specified sexual activities"; or

(3) Films, motion pictures, video cassettes, slides, or other photographic reproductions which are characterized by the description of "specified sexual activities" or "specified anatomical area".

Adult motel means a hotel, motel or similar commercial establishment which:

(1) Offers accommodations to the public for any form of consideration; proceeds patrons with closed-circuit television transmissions, films, motion pictures, video cassettes, slides, or other photographic reproduction which are characterized by the depiction or description of

"specified sexual activities" or "specified anatomical areas"; and has a sign visible from the public right-of-way which advertises the availability of this adult-type of photographic reproductions; or

(2) Offers a sleeping room for rent for a period of time that is less than ten (10) hours; or

(3) Allows a tenant or occupant of a sleeping room to subrent the room for a period of time that is less than ten (10) hours.

Adult motion picture theater means a commercial establishment where, for any form of consideration, films, motion pictures, video cassettes, slides or similar photographic reproductions are regularly shown which are characterized by the depiction or description of "specified sexual activities" or "specified anatomical areas".

Adult theater means a theater, concert hall, auditorium or similar commercial establishment which regularly features persons who appear in a state of nudity or live performances which are characterized by the exposure of "specified anatomical areas" or by "specified sexual activities".

Classification. Sexually oriented businesses are classified as follows:

(1) Adult arcades.

(2) Adult bookstores or adult video stores.

(3) Adult cabarets.

(4) Adult motels.

(5) Adult motion picture theaters.

(6) Adult theaters.

(7) Escort agencies.

(8) Nude model studios.

(9) Sexual encounter centers.

(10) Introductory services.

Escort means a person who, for consideration, agrees or offers to act as a companion, guide or date for another person, or who agrees or offers to privately model lingerie or to privately perform a striptease for another person.

Escort agency means a person or business association who furnishes, offers to furnish or advertises to furnish escorts as one of its primary business purposes for a fee, tip, or other consideration.

Establishment means and includes any of the following:

(1) The opening or commencement of any sexually oriented business as a new business; or

(2) The conversion of an existing business, whether or not a sexually oriented business, to any sexually oriented business;

(3) The addition of any sexually oriented business to any other existing sexually oriented business; or

(4) The relocation of any sexually oriented business.

Introductory service means any person who, for financial consideration, offers to assist any person, meet any other person for social or personal purposes not connected with or forming a part of another lawful business or professional activity.

Nude model studio means any place where a person who appears in a state of nudity or displays "specified anatomical areas" is provided to be observed, sketched, drawn, painted, sculptured, photographed, or similarly depicted by other person who pay money or any form of consideration.

Nudity or state of nudity means the appearance of a human bare buttock, anus, male genitals, female genitals, or female breast.

Permittee and/or license means a person in whose name a permit and/or license to operate a sexually oriented business has been issued, as well as the individual listed as an applicant on the application for a permit and/or license.

Person means an individual, proprietorship, partnership, corporation, association or other legal entity.

Seminude means a state of dress in which clothing covers no more than the genitals, pubic region, and aureole of the female breast, as well as portions of the body covered by supporting straps or devises.

Sexual encounter center means a business or commercial enterprise that, as one of its primary business purposes, offers for any form of consideration:

(1) Physical contact in the form of wrestling or tumbling between persons of the opposite sex; or

(2) Activities between male and female persons and/or persons of the same sex when one or more of the persons is in a state of nudity or seminude.

Sexually oriented business means an adult arcade, adult bookstore or adult video store, adult cabaret, adult motel, adult motion picture theater, adult theater, escort agency, nude model studio or sexual encounter center.

Specified anatomical areas means the male genitals in a state of sexual arousal and/or the vulva or more intimate parts of the female genitals.

Specified sexual activities means and includes any of the following;

(1) The fondling or other erotic touching of human genitals, pubic region, buttocks, anus or

female breasts;

(2) Sex acts, normal or perverted, actual or stimulated, including intercourse, oral copulation or sodomy;

(3) Masturbation, actual or simulated; or

(4) Excretory function as part of or in connection with any of the activities set for in (1) through (3) above.

Substantial enlargement of a sexually oriented business means the increase in floor area occupied by the business by more than twenty-five (25) per cent, as the floor area exist on February 22, 1990.

Transfer of ownership or control of a sexually oriented business means and includes any of the following:

(1) The sale, lease, or sublease of the business;

(2) The transfer of securities which constitute a controlling interest in the business, whether by sale, exchange or similar means; or

(3) The establishment of a trust, gift, or similar legal device which transfers the ownership or control of the business, except for transfer by bequest or other operation of law upon the death of the person possessing the ownership or control.

Shipping containers. A box, crate, or structure of any size and constructed of any durable material, the purpose of which is to convey, transport, package or store a product.

Sign. Any object, device, display or structure, or part thereof, situated outdoors or indoors, which is used to advertise, identify, display, direct, or attract attention to an object, person, institution, organization, business, product, service, event, or location by any means including words, letters, figures, design, symbols, fixtures, colors, illumination or projected images.

Sign, abandonment. A sign structure not containing a sign for one hundred twenty (120) continuous days, or a sign not in use for one hundred twenty (120) continuous days, or a sign advertising a business no longer occupying the site on which the sign exists or to which it refers.

Sign, animated. Any sign that uses movement or change of lighting to depict action or creates a special effect or scene.

Sign, awning, canopy or *marquee.* A sign that is mounted or painted on or attached to an awning, canopy or marquee.

Sign, banner. Any sign of lightweight fabric or similar material that is permanently mounted to a pole or a building by a permanent frame at one or more edges. National flags, state or municipal flags, or the official flag of any institution or business shall not be considered banners.

Sign, bench. A sign located on any part of the surface of a bench or seat placed on or adjacent to a public right-of-way.

Sign, billboard. A sign which directs attention to a business, commodity, service, or entertainment conducted, sold or offered at a location other than the premises on which the sign is located.

Sign, building. Any sign attached to any part of a building.

Sign, changeable copy. A sign or portion thereof with characters, letters or illustrations that can be changed or rearranged without altering the face or the surface of the sign. A sign on which the message changes more than eight (8) times per day shall be considered an animated sign and not a changeable copy sign for purposes of this ordinance. A sign on which the only copy that changes is an electronic or mechanical indication of time or temperature shall be considered a "time and temperature" portion of a sign and not a changeable copy sign for purposes of this ordinance.

Sign, face. The area or display surface used for the message.

Sign, free-standing. Any nonmovable sign not affixed to a building.

Sign, incidental. A sign, generally informational, that has a purpose secondary to the use of the zone lot on which it is located, such as "no parking", "entrance", "loading only", "telephone", and other similar directives. No sign with a commercial message legible from a position off the zone lot on which the sign is located shall be considered incidental.

Sign, permanent. A sign attached to a building, structure or the ground in some manner and made of materials intended for more than short term use.

Sign, political. A temporary sign, announcing political candidates or issues in connection with any national, state, or local election.

Sign, portable. A sign that is not permanently affixed to a building, structure or the ground.

Sign, projecting. A sign that is wholly or partly dependent upon a building for support and which projects more than twelve (12) inches from such building.

Sign, roof. A sign that is mounted on the roof of a building or which is wholly dependent upon a building for support and which projects above the point of a building with a flat roof, the eaves line of a building with a gambrel, gable, or hip roof or the deckline of a building and a mansard roof.

Sign, temporary. A sign that is used only for a short period of time and is not permanently mounted.

Sign, wall. Any sign attached to and within six (6) inches of a wall surface, or erected and confined within the limits of an outside wall of any building or structure, which is supported by such walls or building, and which displays only one sign surface.

Sign, window. A sign that is applied or attached to the exterior of a window or located in such manner within a building that it can be seen from the exterior of the structure through a window.

Small-scale distillery. An alcohol distillery where the maximum annual sales are less than one hundred thousand (100,000) proof gallons.

South Carolina Manufactured Housing Board. Is authorized by state statute to regulate the construction, repair, modification, installation, tie-down, hook-up, and sale of manufactured homes in South Carolina, which board has adopted for regulation of manufactured home the Federal Manufactured Housing Construction and Safety Standards, promulgated by HUD, and contained in the board's Manufactured Housing Regulations, May 26, 1990.

Street. Any thoroughfare (drive, avenue, boulevard), or space more than eighteen (18) feet in right-of-way width which has been dedicated, deed or designated for vehicular traffic, public or private.

Street, major. Includes all state primary and federal aid highways and streets that serve to circulate traffic on to, out or around the city, having signals at important intersections and stop signs on side streets and/or one having controlled access and channelized intersection.

Street, minor. A street designed principally to collect traffic from subdivisions and provide access to abutting property.

Street, private. A street not dedicated for public use or maintenance.

Structure. (As defined by the Standard Building Code).

Structural alterations. Any change in the supporting members of a building, such as the bearing walls, beams or girders, or any change in the dimension or configuration of the roof or exterior walls.

Travel trailer or recreational vehicle. A structure that (1) is intended to be transported over the streets and highways (either as a motor vehicle or attached to or hauled by a motor vehicle), and (2) is designed for temporary use as sleeping quarters, but that does not satisfy one or more of the definitional criteria of a mobile or manufactured home or modular unit.

Tree, grand. Excluding pine, sweetgum, and invasive-species trees, any tree twenty-four (24) inches or greater DBH.

Tree, healthy. A tree not showing obvious signs of disease or damage or a tree with a grade of A, B, or C according to a certified arborist

Tree, invasive-species. Tree species as designated by the South Carolina Forestry Commission.

Tree, mitigation. A native tree greater than two (2) inches DBH and less than ten (10) inches DBH found existing on the development site, including within buffer areas, and which is offered as a replacement tree. Mitigation trees must be identified on the site survey protected during site disturbance. Pine, sweetgum, and invasive-species trees shall not be used as mitigation trees.

Tree, protected. Excluding pine, sweetgum, and invasive-species trees, any tree ten (10) inches DBH and greater, on-site mitigation trees greater than two (2) inches DBH and smaller than ten (10) inches DBH, trees of six (6) inches DBH and greater in the Upper Dorchester SC642 High Intensity Commercial Node front forty-foot buffer.

Tree, replacement. A tree of at least two (2) inches DBH which is intended to replace a like number of tree inches cut as part of an approved tree cutting plan. Replacement trees shall be of the same species that was cut if native to the South Carolinian Lowcountry. If the species cut was not native, then a substitution may be approved by the zoning administrator on the affirmative recommendation of the city horticulturist.

Tree, significant. Excluding pine, sweetgum, and invasive-species trees, all other trees of at least ten (10) inches DBH and less than twenty-four (24) inches DBH.

Understory tree. A small tree that forms the layer of vegetation under the canopy trees in a forest. Examples of such trees include dogwoods, sourwoods, fruit trees and others.

Use, accessory. See building, accessory.

Use. The purpose or activity for which land or any building thereon is designed, arranged or intended, or for which it is occupied or maintained.

Use, institutional. A use is supportive of the residential community. These uses provide indoor space for recreation, hobbies, meetings, education, day care, and head start services, and worship as well as cultural facilities, group quarters for religious groups and the infirm or elderly. While some uses may be operated for private profit, they duplicate services that are generally provided by public or non-profit groups.

Use, principal. The primary purpose for which land is used.

Variance. A modification of the area regulations of this ordinance, granted by the board of zoning appeals, where such modification will not be contrary to the public interest, and where, owning to conditions peculiar to the property, a literal enforcement of the ordinance would result in unnecessary and undue hardship, and where such modification will not authorize a principal or accessory use of the property which is not permitted within the zoning district in which the property is located.

Vegetation. Any object of natural growth.

Wetlands. Areas of one-quarter (.25) acre or more where standing water is retained for a portion of the year and unique vegetation has adopted to the area. Jurisdictional wetlands are those over which the U.S. Corps of Engineers has permitting jurisdiction.

Yard. An open space that lies between the principal or accessory building or buildings and the nearest lot line. Such yard is occupied and obstructed from the ground upward except as may be specifically provided by this ordinance.

Yard, front. A yard, which is intended as a public front, extending the full width of the front of a lot between the front (street) right-of-way line or property line and the front building line.

Yard, rear. A yard, which is not intended as a public front, extending the full width of the lot in the areas between the rear lot line and the rear building line and or areas that abut back alleys.

Yard, required. That part of a yard between the lot line and the minimum required building setback line, within which no structure shall be located except as provided by this ordinance.

Yard, side. A yard extending the full length of the lot in the area between the side lot line and a side building line.

Zoning district. A specifically delineated areas or district in the city within which regulations and requirements govern the use, placement, spacing and size of land and buildings.

(Ord. No. 1986-61, 12-11-86; Ord. No. 1987-20, 4-9-87; Ord. No. 1990-36, 7-12-90; Ord. No. 1992-37, § 1, 10-8-92; Ord. No. 1992-47, 11-5-92; Ord. No. 1993-7, 3-11-93; Ord. No. 1993-8, 3-25-93; Ord. No. 1995-52, 10-24-95; Ord. No. 1996-35, 7-25-96; Ord. No. 1996-47, 8-22-96; Ord. No. 1998-62, 7-23-98; Ord. No. 2002-068, 9-26-02; Ord. No. 2002-088, 11-26-02; Ord. No. 2006-62, 9-28-06; Ord. No. 2007-19, § (5), 4-26-07; Ord. No. 2009-13, 3-26-09; Ord. No. 2010-071, 10-28-2010; Ord. No. 2014-017, 3-27-2014; Ord. No. 2015-032, 8-27-2015; Ord. No. 2018-069, 12-20-2018; Ord. No. 2020-016, 2-27-2020; Ord. No. 2020-037, Exh. A, 8-27-2020; 2021-009, Exh. A, 2-25-2021; Ord. No. 2021-024, Exh. A, 3-25-2021; Ord. No. 2022-021, Exh. A, 3-24-2022)

ARTICLE IV. - GENERAL PROVISIONS

Section 4-1. - Official zoning map:

The boundaries of the use districts included herein shall be shown by one or a series of maps entitled, "Official Zoning Map, City of North Charleston, South Carolina," which together with all explanatory matter thereon is hereby adopted by reference and declared to be a part of this ordinance.

Each map bearing the designation, "Official Zoning Map, City of North Charleston, South Carolina," shall be identified by the signature of the Mayor of the City of North Charleston, attested by the Clerk of Council, and bearing the seal of the City under the words: "Official Zoning Map, City of North Charleston, South Carolina," together with the date of the adoption of this ordinance.

Section 4-2. - Establishment of districts:

For the purposes of this section, twelve (12) zoning districts are hereby established and termed respectively, class R-1 or single-family residential districts; class R-1A or low-to-medium density residential districts; class R-2 or multi-family residential districts; class R-3 or mobile home residential districts; class ON or neighborhood office districts; class B-1 or limited business districts; B-2 or general business districts; class M-1 or light industrial districts; class M-2 or heavy industrial districts; class PD or planned development districts; class CRD or commercial redevelopment districts; and class AG or agricultural districts, all of which shall be shown on the zoning map. Thirteen (13) overlay zoning districts are hereby established and termed respectively, AR-I or Ashley River Scenic District I; AR-II or Ashley River Scenic District II; AR-III or Ashley River Scenic District III; Dorchester Road Corridor I District; Dorchester Road Corridor II District; Ladson Road

Overlay District; University Boulevard Overlay District; Old Village Business Overlay District; Olde North Charleston Historic District; Olde North Charleston Neighborhood Conservation District; West Ashley Overlay District; Rivers Avenue South Overlay District; and Upper 52-78 Overlay District.

No building, land, structure, or premises shall be erected or used except in conformity with the regulations prescribed in this chapter (appendix) for the use districts in which they are located; provided, however, that the city council may, in its discretion, locate its public facilities in any of the classifications established.

(Ord. No. 1985-17, 3-28-85; Ord. No. 1990-36, 7-12-90; Ord. No. 1991-16, 5-9-91; Ord. No. 1995-8, 3-23-95; Ord. No. 1996-22, 5-9-96; Ord. No. 1996-42, 8-22-96; Ord. No. 1997-19, 3-27-97; Ord. No. 1998-70, 8-13-98; Ord. No. 1999-13, 2-25-99; Ord. No. 1999-35A, 8-3-99; Ord. No. 2000-011, 2-24-00; Ord. No. 2006-10, 3-23-06; Ord. No. 2021-009, Exh. A, 2-25-2021; Ord. No. 2021-070, Exh. A, 10-28-2021)

Section 4-3. - Interpretation of district boundaries:

Where uncertainty exists as to the boundaries of districts as shown on the official zoning map, the following rules shall apply:

(a) Boundaries indicated as approximately following the center lines or right-of-way lines of streets, highways, alleys, railways, or public utility easements shall be construed to follow such lines;

(b) Boundaries indicated as approximately following plotted lot or tract lines shall be construed as following such lines, whether public or private;

(c) Boundaries indicated as approximately following the incorporated area or city limit lines, military reservation boundaries or special district lines, as amended from time to time, shall be construed to follow such lines;

(d) Boundaries indicated as approximately following the center, mean high water mark, or shoreline of streams, rivers, canals, lakes, marsh areas, or other bodies of water, low land, or tidal areas, shall be construed to follow such boundaries;

(e) Boundaries indicated as parallel to or extensions of features indicated in subsections (a) through (d) above shall be so construed when distances are not specifically indicated on the official zoning map, or in other circumstances not covered by subsections (a) through (d) above, the board of adjustment shall interpret the district boundaries.

Section 4-4. - Annexations and newly recognized lands:

All territory which may hereafter be annexed into the City of North Charleston, South Carolina, shall be considered to be within the zoning district which most closely corresponds to the zoning/land use indicated in the Comprehensive Development Plan of the City of North Charleston. Where the comprehensive development plan does not offer a specific zoning recommendation, the planning director shall identify an appropriate zoning category based on consideration of the city's current comprehensive plan and future land use map for neighboring areas, the previous county or other zoning in place on the parcels, and such other

factors as the planning director may deem appropriate. In such instances, the annexed property may be zoned according to the planning director's recommendation upon its annexation and favorable action by the city council, as required.

In instances in which newly recognized parcels/properties appear in the city which have previously had no assigned zoning on the underlying land, the zoning administrator shall have the administrative authority, should he/she so desire, to assign to such property the same zoning designation as exists on an adjacent parcel. In exercising such authority the zoning administrator shall consider the comprehensive development plan, neighboring uses, and the zoning classification of surrounding properties.

(Ord. No. 1986-69, 12-30-86; Ord. No. 1990-19, 4-12-90; Ord. No. 1990-36, 7-12-90; Ord. No. 1991-16, 5-9-91; Ord. No. 2000-061, 9-28-00; Ord. No. 2003-006, 2-27-03; Ord. No. 2005-1, 1-13-05; Ord. No. 2014-039, 8-28-2014)

Section 4-5. - Nonconforming uses, buildings, structures, conditions, and lots:

Nonconforming uses, buildings, structures, conditions, and lots are declared by this section to be incompatible with permitted uses or requirements in the districts in which they are located. However, to avoid undue hardship, the lawful use of any such use, building or structure at the time of the enactment, amendment, or revision of this section may be continued even though such structure does not conform with the provisions of this section, subject to the below:

(a) Nonconforming uses shall not be:

(1) Changed to another nonconforming use which would not otherwise be permitted in the same zoning district in which the existing nonconforming use is located.

(2) Enlarged.

(3) Reestablished or replaced after discontinuance of the use or physical removal or relocation of the use from its original location for a period of six (6) months, except that, when a nonconforming use of any building or land has (1) been found to be a public nuisance through judicial or quasijudicial proceeding or (2) been terminated by way of a business license revocation, it shall not be reestablished or changed to any use not in conformity with the provisions of this section.

(b) Buildings or structures of a type which are nonconforming as to the zoning district in which they are located shall not be:

(1) Enlarged.

(2) Reestablished, reoccupied, or replaced after the physical removal or relocation of the building from its original location for a period of six (6) months, except that:

A. Nonconforming manufactured homes, once removed, shall be replaced within thirty (30) days of removal or forfeit nonconforming status, and if replaced shall not infringe on established setbacks, and shall meet in full the requirements of section 6-1 of this

[appendix]. Manufactured homes damaged or destroyed by fire, acts of nature or other cause shall be replaced within sixty (60) days of the time of casualty or the non-conforming status shall be forfeited.

B. Other than manufactured homes, existing residential units may be reestablished, regardless of the amount of time since last used, provided that the existing units were, or were likely to have been, lawfully constructed/established. If more than six (6) months have passed since the physical removal of the residential units from the original location, only conforming buildings or structures may be permitted.

(c) Nonconforming conditions such as setback encroachments, lack of required parking, and insufficient lot areas, may not be:

(1) Enlarged so as to increase their nonconformity. (Any enlargement must meet setback requirements.)

(2) Repaired, rebuilt, or altered after any damage in such a way as to increase the nonconformity of side, rear or front yard setbacks or other applicable requirements or to reduce the amount of off-street parking below the amount provided prior to such damage.

This section shall not be applicable to any condition of the property which is nonconforming to a zoning requirement for which an amortization period was imposed.

(d) *Existing nonconforming lots of record.* Where a lot does not conform to the dimensional requirements of this section, such lot may nonetheless be used as a building site. The zoning administrator is authorized to issue an administrative variance to permit building on the property provided that none of the applicable setback or buffer requirements for the proposed construction are reduced by more than fifty (50) per cent below the minimums specified elsewhere within the city's ordinances. If building upon the nonconforming lot of record as proposed would require a reduction of greater than fifty (50) per cent from any of the applicable setback requirements, then the matter shall be referred for consideration to the board of zoning appeal under its normal procedures.

(Ord. No. 1985-17, § 3-28-85; Ord. No. 1990-36, 7-12-90; Ord. No. 1996-20, 5-9-96; Ord. No. 1996-38, 7-25-96; Ord. No. 1998-90, 11-12-98; Ord. No. 2003-013, 2-27-03; Ord. No. 2006-28, § 1, 5-25-06; Ord. No. 2010-25, 4-22-2010; Ord. No. 2020-044, Exh. A, 9-24-2020; Ord. No. 2021-057, Exh. A, 8-28-2021; Ord. No. 2021-076, Exh. A, 11-23-2021)

Section 4-6. - Lot requirements—Street access:

Each principal building shall be located on a lot or parcel having direct vehicular and pedestrian access to one of the following:

(1) A publicly dedicated or publicly maintained street;

(2) An approved private street; or

(3)

A recorded access easement. For residential lots, such access easement must be a minimum of sixteen (16) feet wide. For non-residential lots, such access easement must be a minimum of twenty-four (24) feet wide.

(Ord. No. 1998-85, 9-24-98; Ord. No. 2022-054, Exh. A, 10-27-2022)

Section 4-6.1. - Same—Yard measurements; buildable area:

The required front, side and rear yards for individual lots, as set forth for the particular zoning district within which a given lot is located, shall be measured inward toward the center of said lot from all points along the respective front, side and rear property lines of the lot. Once the yard areas of a given lot have been established, the remaining area of the lot which is not included in any required front, side or rear lot shall be know as the buildable area within which the approved structure(s) shall be placed.

(Ord. No. 1998-85, 9-24-98)

Section 4-6.2. - Same—Conformity with regulations:

No land or structure shall be used or occupied, and no structure or portions thereof shall be constructed, erected, altered, or moved, unless in conformity with all of the regulations specified for the district in which it is located.

No structure shall be erected or altered:

(1) With greater height, size, bulk, or other dimensions;

(2) To accommodate or house a greater number of families;

(3) To occupy a greater percentage of lot area;

(4) To have narrower or smaller rear yards, front yards, side yards or other open spaces, than required by this ordinance, or in other manner contrary to the provisions of this ordinance.

(Ord. No. 1998-85, 9-24-98)

Section 4-6.3. - Minimum requirements established:

The minimum lot area, yards, buffer areas, and open space required by these regulations for each lot, parcel or building existing at the time of the passage of this ordinance shall not be encroached upon or reduced, or considered as required yards or open space for any other building. Yards or lots created after the effective date of this ordinance shall meet at least the minimum requirements established by this ordinance.

(Ord. No. 1998-85, 9-24-98)

Section 4-6.4. - Lot reduction prohibited:

The lot or yard areas required by this ordinance for a particular building shall not be diminished and shall not be included as part of the required lot or yard areas of any other building. The lot or yard areas of buildings existing at the time of the initial passage of this ordinance shall not be diminished below the requirements herein provided and such required areas shall not be included as part of the required areas of any building hereafter erected. This ordinance shall not interfere with or abrogate or annul any easements, covenants or other agreements between parties; provided, that where this ordinance imposes a greater restriction upon the use of buildings or premises or required yards than are imposed or required by such prior provisions of law or ordinance, the provisions of this ordinance shall control.

(Ord. No. 1998-85, 9-24-98)

Section 4-7. - Structures and projections into required yards and setback areas:

Every building or structure hereafter erected or established shall be located within the buildable areas as defined by this section, and in no case shall such buildings extend beyond the buildable area into the respective front, side, rear yards or other setbacks required for the district in which the lot is located, except for the following:

(1) Ornaments, eaves, chimneys, cornices, window sills, awnings and canopies, which may project into any required yard a distance not to exceed three (3) feet.

(2) [Reserved.]

(3) Fences and walls provided that:

a. No such structure when located in an R-1, R-1A, R-2, or R-3 zoning district shall measure more than four (4) vertical feet in height when located in a front yard, except under the following conditions

i. Fences or walls proposed on residentially zoned parcels located adjacent to dissimilarly residentially zoned or used parcels, commercially zoned parcels, or industrially zoned parcels may utilize a fence height consistent with the fence height permitted on the adjacent parcel along the common property line.

ii. Fences and walls for places of worship, schools, and other non-residential uses, including public facilities, which are located in residential districts shall measure no more than six (6) vertical feet in height when located in a front yard, provided the fence is constructed of chainlink or wrought iron material.

iii. Flag lots and lots that share common boundary lines with flag lots are exempt from the four-foot maximum front yard fence height along the common boundary lines.

b. No such structure when located in a commercial zoning district or in the side or rear yards of a residential lot shall measure more than eight (8) feet. Residentially used properties located in commercial zoning districts shall be subject to the front yard height requirements above.

c. No such structure when located in an industrial zoning district shall exceed ten (10) feet in height.

d. Fences at athletic facilities are exempt from maximum fence heights.

e. Telecommunications facilities shall provide fences as per the requirements of article IX.

f. The finished side of the fence or wall shall be directed outward. The finished side is the side whose framing, supports, or posts are not visible.

g. No fence or wall shall impede visibility as required by section 4-13.

h. *Permitted materials:*

   i. Materials permitted for a fence or wall are brick, stone, decorative block, wood, chain link, metal tubing or wrought iron. Vinyl or fiberglass composite materials may be utilized if the material is approved for use by manufacturer or general building standards for fencing materials. Metal posts will be allowed on wood fences.

   ii. Barbed and razor wire may be used under the following conditions:

      A. The area to be surrounded by such wire is commercially or industrially zoned;

      B. The wire is affixed to the top of a fence or wall made of one or more of the permitted materials listed above;

      C. The wire, when added to the top of the fence or wall, will not exceed the maximum allowed fence height plus two feet; and

      D. The wire cannot be installed along the right-of-way.

i. *Prohibited materials.*

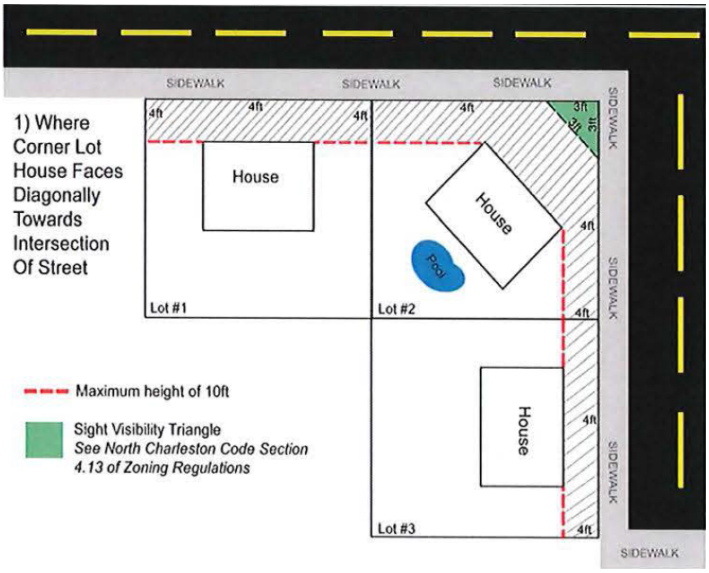
   i. No person shall use for a fence rope, string, hog wire, wire fabric, cut or broken glass, paper, metal panels, corrugated metal panels, galvanized sheet metal, plywood, fiberglass panels, or plastic panels in any fence provided, however, that chain link fence material is allowable. The building official of the building department or his designee may require the applicant to provide the manufacturer's standards to establish intended use of a proposed fencing material.

   ii. No person shall construct a fence of wood, metal or plastic products that are designed specifically for uses other than fence construction.

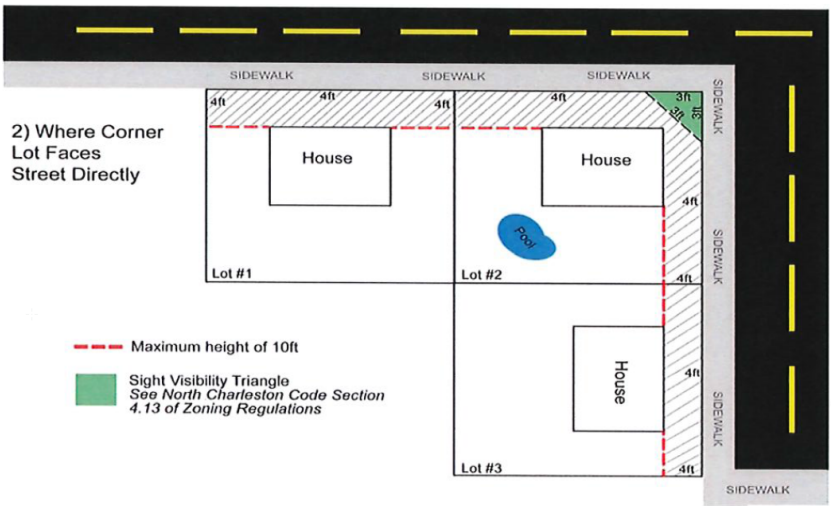
   iii. No person shall construct a fence of damaged or unsafe materials.

j. *Corner lots.*

   i. Where house faces diagonally towards intersection of streets, see diagram below.



ii. Where house faces one (1) street front directly, see diagram below.



(4) The zoning administrator is authorized to issue an administrative variance to permit structures within commercial and industrial districts which are adjacent to railroads may locate closer to the railroad right-of-way than the permitted side or rear yard setbacks of the respective zoning districts provided that the applicable setback along the railroad right-of-way is not reduced by more than fifty (50) per cent below the minimums specified elsewhere within the city's ordinances. If building upon the lot would require a reduction of greater than fifty (50) per cent from any of the applicable setback requirement, then the matter shall be referred for consideration to the board of zoning appeals under its normal procedures. This setback reduction does not relieve the applicant of the need to meet other applicable codes, which may include the provision of a firewall.

(5) Structures necessary for the ingress and egress of persons with disabilities from a building or site, including, but not limited to, handrails and ramps, may encroach within a required setback the minimal amount necessary to achieve access when it has been determined to the satisfaction of the zoning administrator that the proposed improvements may not practicably be

located within the buildable area as defined in section 4-6.1. These exemptions do not relieve the applicant of the need to meet any other applicable codes with regard to accessibility standards.

(Ord. No. 1998-85, 9-24-98; Ord. No. 2000-034, 7-13-00; Ord. No. 2015-005, 1-22-2015; Ord. No. 2018-052, 8-23-2018; Ord. No. 2020-052, Exh. A, 10-22-2020; Ord. No. 2021-047, Exh. A, 6-24-2021; Ord. No. 2021-053, Exh. A, 7-15-2021)

Section 4-7.1. - Exceptions to height limitations:

The height limitations of this ordinance shall not apply to church spires, belfries, cupolas, domes not intended for human occupancy, monuments, water towers, utility poles, chimneys, conveyors, flag poles, masts, communication towers and antennas, or roof mounted mechanical equipment; provided, however, that such structures shall be separated from any adjoining property line in the R-1, R-1A and R-1B zoning districts by a distance equal to one (1) foot for each one (1) foot in height, measured from the nearest residential property line.

(Ord. No. 1998-85, 9-24-98)

Section 4-8. - Accessory uses:

Each of the following uses is considered to be a customary accessory use, and as such, may be situated on the same lot with the principal use or use to which it serves as an accessory:

(a) Uses customarily accessory to dwellings in all zoning districts:

1. Private garage;
2. Open storage space or parking areas for light vehicles, and recreational vehicles (i) when the use or storage of such vehicle is incident to the parcel's primary use; and (ii) subject to the conditions and limitations expressed in section 9-67(4). Recreational vehicles may not be occupied on-site. Open storage or parking of heavy commercial vehicles or heavy commercial trailers (defined within section 3-2 herein) upon any lot, land, street, right-of-way, or shoulder thereof in a residentially zoned area is prohibited unless such vehicle or trailer is attended and in the process of being actively loaded or unloaded. The parking of heavy vehicles or heavy trailers governed by this ordinance shall not be permitted to continue as a legal nonconforming (grandfathered) use pursuant to section 4-5, but rather shall be amortized out of existence no later than June 1, 2003.
3. Shed or tool room for the storage of equipment used in grounds or building maintenance;
4. Private kennel or other quarters for the keeping of poultry or animals for noncommercial purposes provided that such use does not generate a nuisance to adjoining properties;
5. Private swimming pool and bath house or cabana;
6. Private deck or bathhouse;
7. Swimming beach;

8. Noncommercial flower, ornamental shrub or vegetable garden, greenhouse or slat house not over eight (8) feet in height.
9. Carwashes for light vehicles in R-2, multifamily residential districts, only when the following conditions are met:
    a. Structure. The structure must be enclosed on all sides and include a roof and a garage-style door. The color and style of the structure must be harmonious with existing building(s) in the complex. The size of the structure is limited to one (1) building with one (1) bay per complex. Commercial vacuums are not permitted.
    b. System. The carwash is limited to hand washing with a water faucet and water hose. No mechanical washing device is allowed. No money can be collected on-site for use of the facility.
    c. Access. Access to the carwash must be limited to residents within the complex; and operation is only allowed from dawn to dusk.
    d. Drainage. All drainage, both natural and that reacted by the operation, shall be handled in a manner satisfactory to the department of public works and or any state or federal permits.
10. Solar panels mounted on a structure and freestanding solar panels limited to 5kW.

(b) Uses customarily accessory to church buildings in all zoning districts:

1. Religious education buildings;
2. Kindergartens, licensed day care centers and nursery schools;
3. Parsonage, pastorium or parish house;
4. Off-street parking area for the use without charge of members and visitors to the church;
5. Cemeteries.

(c) Uses customarily accessory to retail business and office uses in all zoning districts:

1. Off-street parking or storage area for customers, clients or employee owned vehicles;
2. Completely enclosed building for the storage of equipment, supplies, stock or merchandise to include mobile homes and prefabricated structures;
3. Assembly and/or repair of products incidental to the principal use provided such operation is not otherwise specifically prohibited in the district in which the principal use is located;
4. Watchmen or caretaker's dwelling shall be considered an accessory use provided that such dwelling is located on the premises of a permitted use.

(d) Uses customarily accessory to public uses, buildings, or activities in all districts: There shall be no limitations regarding accessory uses to any use, building, or activity operated within the public domain except that such uses, buildings, or activities must be directly related and

subordinate to the principal public use. Watchmen or caretaker's dwelling shall be considered an accessory use provided that such dwelling is located on the premises of a permitted use.

(e) Uses customarily accessory to manufacturing and warehousing uses in M-1 and M-2 industrial districts:

1. Except for shipping containers, there shall be no limitations regarding general accessory uses to any manufacturing or warehousing use on an M-1 or M-2 zoned parcel except that such uses, buildings, or activities must be directly related and subordinate to the principal public use. A watchman or caretaker's dwelling shall be considered as accessory use provided that such dwelling is located on the premises of a permitted use.
2. Shipping container/trailers may be used as an accessory storage unit on M-1 and M-2 zoned parcels, whether temporary or permanent, provided that the container/trailer is used as additional storage only for the current site occupant. All such containers/trailers shall be hidden from view by an opaque planting screen, fence, or a wall sufficient to screen neighboring or nearby property from view of the container storage, and in no event less than eight (8) feet in height above finished grade. No more than three (3) trailers or storage containers are allowed on each parcel. Containers may be un-mounted or grounded, but may not be stacked.

(f) The following accessory uses shall be allowed in CRD zoning districts with any permitted or conditional use:

1. Amphitheaters, outdoor.

(Ord. No. 1986-59, 11-6-86; Ord. No. 1990-36, 7-12-90; Ord. No. 1995-8, 3-23-95; Ord. No. 1998-59, 7-23-98; Ord. No. 1999-13, 2-25-99; Ord. No. 2002-089, 11-26-02; Ord. No. 2012-052, 12-20-2012; Ord. No. 2017-034, 5-25-2017; Ord. No. 2021-053, Exh. A, 7-15-2021)

Section 4-9. - Height and setback and other yard requirements for accessory uses:

All accessory uses operated in structures above ground level shall observe all setbacks, yard and other requirements set for the district within which they are located, except those water-oriented facilities such as beaches, docks, marina, boat houses, bait houses, etc., which shall be allowed to infringe into the required setback areas along shorelines and into rivers, lakes, streams and other waterways and unless specifically provided in this section.

(Ord. No. 1990-36, 7-12-90; Ord. No. 1998-85, 9-24-98; Ord. No. 1999-13, 2-25-99)

Section 4-10. - Off-street parking required:

The purpose of this regulation is to insure the reasonable provision of future off-street parking facilities within the City of North Charleston. Any use not enumerated herein below shall provide off-street parking facilities in the proportion required of the enumerated use which most closely is related to it.

(a) *Off-street parking requirements:* At the time of the erection of any building or structure or at the time any structure is enlarged, increased in capacity, or reoccupied, the following minimum off-street parking spaces are required on every lot on which the erection, enlargement or re-occupation occurs, or on a parking facility the title to which and/or easement for the use of which runs with and/or is appurtenant to the title to such building so erected and enlarged. Each fraction occurring in the total spaces required for a particular use shall be construed as one (1) additional space.

1. One-family dwellings, duplexes, townhouses, rowhouses, patio houses, garden and cluster units, and mobile homes: Two (2) spaces per dwelling unit;
2. Multi-family dwellings: Studio/efficiency units: One (1) space per dwelling unit; one-bedroom units: One and one-quarter (1.25) spaces per dwelling unit; two-bedroom units and larger units: two (2) spaces per dwelling unit;
3. Group homes and senior independent living housing: One (1) space for each living unit;
4. Hotels: One (1) space for each three (3) guest bedrooms;
5. Motels and tourist courts: One (1) space for each guest bedroom;
6. Mobile home park: Two (2) spaces for each accommodation;
7. Hospitals: One (1) space for each two (2) beds;
8. Sanitariums, rest, convalescent or nursing homes: One (1) space for each six (6) beds;
9. Home for aged or orphanage: One (1) space for each six (6) beds;
10. High schools; public, private and parochial: One (1) space for each four (4) seats in the main assembly hall plus one (1) space for each classroom;
11. Kindergarten, elementary and junior high schools: Two (2) spaces for each employee;
12. Church or other place of worship, fraternal hall, arena, armory, assembly hall, community center, concert hall, convention hall, dance hall, skating rink, public hall, stadium or theater, or other place of public assembly: One (1) space for each four (4) seats in the main auditorium, assembly room, seating area, or one (1) space for each fifty (50) square feet of floor area usable for seating where seating is not fixed;
13. Bowling alley: Five (5) spaces for each alley;
14. Business and professional offices including public offices: One (1) space for each three hundred (300) square feet of total floor area;
15. Banks: One (1) space for each two hundred (200) square feet of gross floor area;
16. Restaurants and similar establishments serving food and beverage: One (1) space for each one hundred (100) square feet of total floor area;
17. Automobile repair garage: One (1) space for each two (2) employees at maximum employment on a single shift, plus one (1) space for each two hundred fifty (250) square feet

of auto repair or maintenance space;

18. Service station: Two (2) spaces for each grease rack or similar facility plus one (1) space for each employee at period of greatest employment;
19. Funeral homes: One (1) space for each four (4) seats in all assembly rooms, plus two (2) spaces for each employee;
20. General business, commercial or personal service establishments catering to the retail trade: One (1) space for each three hundred (300) square feet of total floor space;
21. Commercial, manufacturing and industrial establishments not catering to the retail trade: One (1) space for each two (2) employees at maximum employment on a single shift;
22. College or other institution of higher learning, business, trade, or other school, accessory uses to such facilities, libraries: One space for each one hundred (100) square feet of total inside floor space;
23. Carnivals: One (1) space for each one hundred (100) square feet of activity space; activity space is to be measured around the perimeter or the total activity area. If carnival is operating on premises of a shopping mall, ten (10) per cent of the required parking may be shared with the shopping mall's required parking. Based on the shopping mall's hours of operation and types of buses, the building official may increase the total shared amount of required parking to a maximum of twenty (20) per cent.

(b) *Shared parking:*

1. Shared parking facilities may be provided subject to the approval of the zoning administrator where two (2) or more land uses can be joined or coordinated to achieve efficiency of vehicular and pedestrian circulation, economy or space and a superior grouping of buildings or uses.
2. Shared parking spaces must be located within six hundred (600) feet of the primary entrance of all uses served, unless remote parking shuttle bus service is provided.
3. Where vehicular access is provided between adjoining non-residential sites and the peak operating hours of adjoining uses do not overlap, the uses may share up to fifty (50) per cent of required parking spaces.
4. An agreement providing for the shared use of parking areas, including an exhibit with the parking area depicted, executed by the parties involved, must be filed with the zoning administrator, in a form approved by the city attorney. Shared parking privileges will continue in effect only as long as the agreement, binding on all parties, remains in force. Agreements must guarantee long-term availability of the parking, commensurate with the use served by the parking. The minimum term for a shared parking agreement shall be ten (10) years. The parking agreement shall require that both parties to the parking agreement shall notify the city at least thirty (30) days prior to termination.

(c) *Exceptions and conditions regarding the reduction in area, number, and location of off-street parking spaces:*

1. The number of required parking spaces shall not be reduced except upon approval of the zoning board of appeals based upon a showing that, by reason of diminution in floor area, seating area, the number of employees, or change in other factors regulating the number of parking spaces, or by reason of the character of intensely developed surrounding properties, the continued enforcement of such requirement would prevent the reasonable use of the lot.

(d) *Design standards for off-street parking:*

1. Standard parking dimensions. Standard off-street parking spaces shall have a minimum dimension of nine (9) feet wide by nineteen (19) feet long, which is a total dimension of one hundred seventy-one (171) square feet.
2. Compact parking dimensions. Compact off-street parking spaces shall have a minimum dimension of eight (8) feet in width by fifteen (15) feet in length, which is a total dimension of one hundred twenty (120) square feet. The size of not more than twenty-five (25) per cent of the required parking spaces may be reduced to compact parking.
3. Handicapped parking dimensions. Handicapped parking space size and quantity shall be determined by building code and federal regulations and not factored into the compact parking space calculation.
4. Parking garages:
    a. Minimum width for standard parking spaces is eight (8) feet six (6) inches; for compact spaces seven (7) feet six (6) inches.
    b. Minimum parking bay depth (two (2) standard parking spaces and an aisle) is sixty (60′) feet for ninety (90°) degree parking; for sixty (60°) degree parking with one-way traffic, the minimum depth is fifty-four (54′) feet, for forty-five (45°) degree parking with one-way traffic, the minimum depth is forty-nine (49) feet.
    c. Parking garages may provide compact car spaces at a rate of up to forty (40) per cent of the total parking spaces provided.
    d. Handicapped parking space size and quantity shall be determined by building code and federal regulations and not factored into the compact parking space calculation.
5. Electric vehicle charging station spaces. Parking spaces served by electric vehicle charging stations count toward fulfilling off-street parking requirements.

(Ord. No. 1987-19, 4-9-87; Ord. No. 1987-20, 4-9-87; Ord. No. 1990-36, 7-12-90; Ord. No. 1995-8, 3-23-95; Ord. No. 1999-13, 2-25-99; Ord. No. 2009-65, 11-24-09; Ord. No. 2018-069, 12-20-2018; Ord. No. 2020-015, 2-27-2020; Ord. No. 2021-061, Exh. A, 9-23-2021)

Section 4-11. - Off-street loading:

(a) All uses shall provide off-street loading areas sufficient for their requirements. Such space shall be arranged so that no vehicle being loaded or unloaded in connection with normal operations shall stand in or project into a public street, walk, alley, or private street.

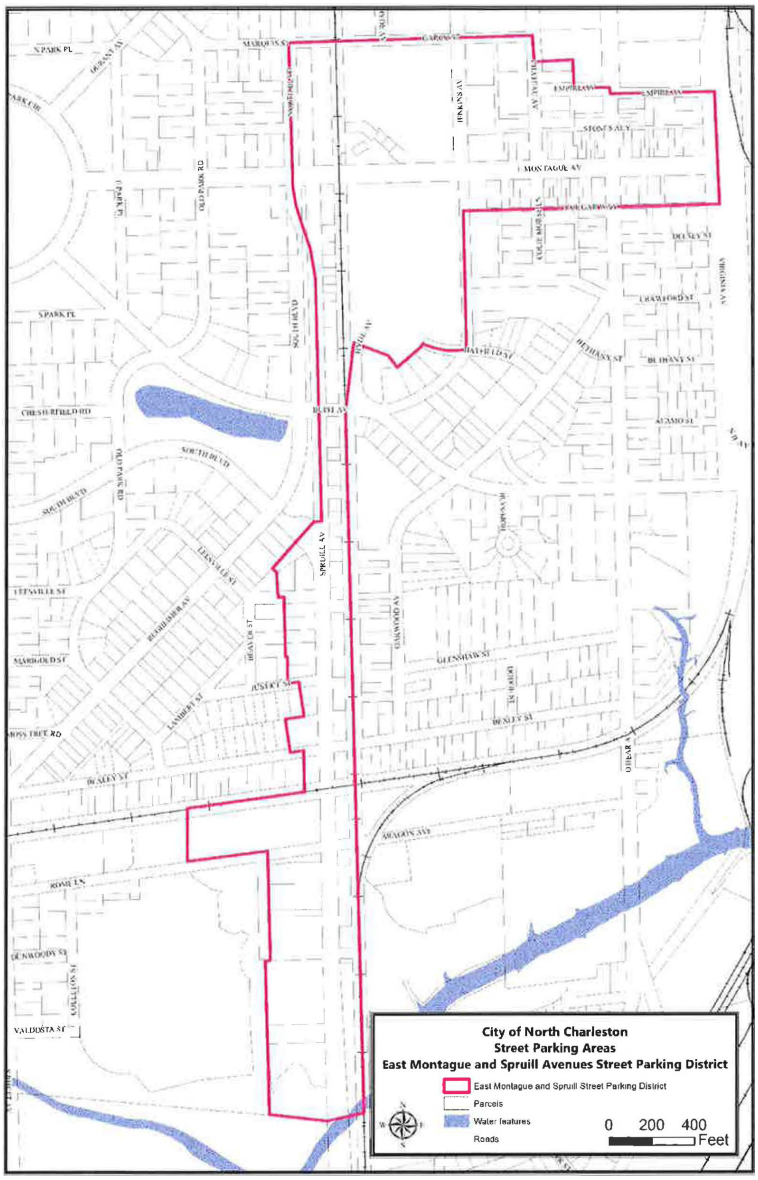
(b) Off-street loading and unloading areas shall in all cases be located on the same lot or parcel of land as the structures they are intended to serve.

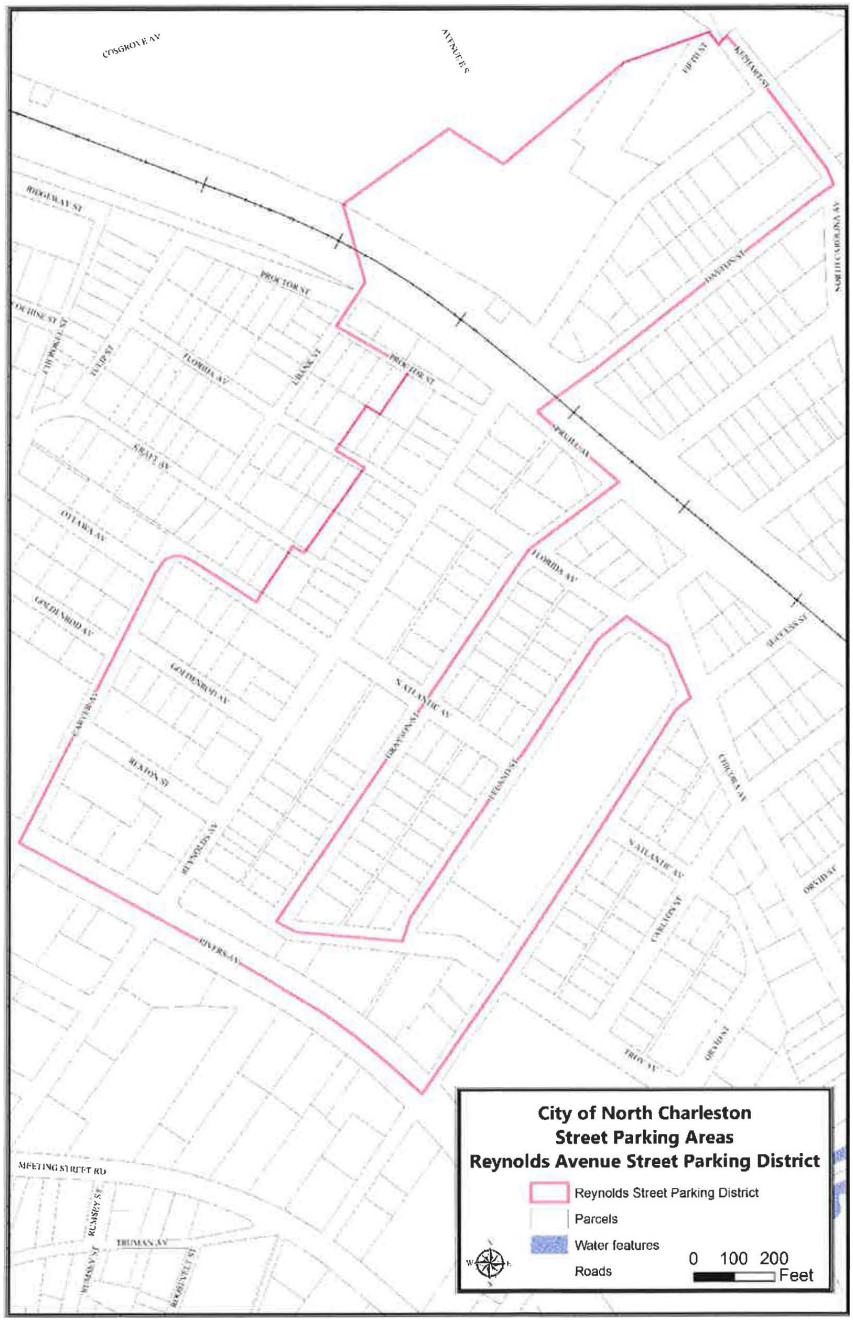
(Ord. No. 1990-36, 7-12-90; Ord. No. 1998-83, 9-24-98)

Section 4-11.1. - Approval of parking and off-street loading plans and layouts:

(a) Designs and plans for areas to be used for off-street parking and off-street loading shall be subject to approval by the zoning administrator, who may withhold a permit or take other action if the layout of either would create avoidable safety or traffic congestion problems, pending acceptable modification of the layout, or appeal to the board of zoning appeals.

(b) *Street parking areas.* In areas featuring near zero lot line development in which shared or street parking was [present] at the time of initial development (hereinafter, "street parking areas" as shown on the maps below), no on-site parking shall be required via the zoning regulations. This exemption does not relieve the applicant of the need to meet other applicable codes with regard to accessibility standards.


City of North Charleston
Street Parking Areas
East Montague and Spruill Avenues Street Parking District
East Montague and Spruill Street Parking District
Parcels
Water features
Roads
0 200 400
Feet



(Ord. No. 1998-83, 9-24-98; Ord. No. 2016-050, 11-22-2016; Ord. No. 2019-045, 8-22-2019)

Section 4-12. - Effect on ordinance on proposed violations:

In the administration of this ordinance, the fact that neighbors do not formally and publicly object to a proposed violation is not to be construed by the city council as an approval for the creating of a nonconforming use. The city council shall vary the provisions of this chapter [Appendix A] only when the best interest of the public will be served thereby.

Section 4-13. - Visibility at intersections:

Visibility at railroad and street intersections shall be unobstructed. No planting shall be placed or maintained and no fence, building, wall or other structure shall be constructed after the effective date of this ordinance, in such a manner as to obstruct visibility at intersections. No structure or planting shall be permitted at any point between a height of two and one-half (2½) feet and ten (10) feet above the upper face of the nearest curb (or street centerline if no curb exists) and within the triangular area bounded on two (2) sides by the street or railway right-of-way lines. However, poles and support structures less than twelve (12) inches in diameter may be permitted in such areas.

(Ord. No. 1998-85, 9-24-98)

Section 4-13.1. - Reserved.

Section 4-14. - Sexually oriented businesses.

(a) *Purpose and intent of this section.* It is the purpose of this section to regulate sexually oriented businesses to promote the health, safety, morals, and general welfare of the citizens of the city, and to establish reasonable and uniform regulations to prevent the continued deleterious location and concentration of sexually oriented businesses within the City of North Charleston. The provisions of this section have neither the purpose nor effect of imposing a limitation or restriction on the content of any communicative materials including sexually oriented materials. Similarly, it is not the intent or effect of this section to restrict or deny access by adults to sexually oriented materials protected by the First Amendment, or to deny access by the distributors and exhibitors of sexually oriented entertainment to their intended market. Neither is it the intent or effect of this section to condone or legitimize the distribution of obscene materials.

(b) *Definitions.*

(1) *Adult arcade* means any place to which the public is permitted or invited wherein coin-operated or slug-operated or electronically, electrically, or mechanically controlled still or motion picture machines, projectors, or other image-producing devices are maintained to show images to five (5) or fewer persons per machine at any one time, and where the images so displayed are distinguished or characterized by the depicting or describing of "specified sexual activities" or "specified anatomical areas."

(2) *Adult bookstore* or *adult video store* means a commercial establishment which, as one of its principal business purposes, offers for sale or rental for any form of consideration any one or more of the following:

a. Books, magazines, periodicals or other printed matter, or photographs, films, motion pictures, video cassettes or video reproductions, slides, or other visual representations which depict or describe "specified sexual activities" or "specified anatomical areas"; or

b.

Instruments, devices, or paraphernalia which are designed for use in connection with "specified sexual activities." A commercial establishment may have other principal business purposes that do not involve the offering for sale or rental of material depicting or describing "specified sexual activities" or "specified anatomical areas" and still be categorized as an adult bookstore or adult video store. Such other business purposes will not serve to exempt such commercial establishment from being categorized as an adult bookstore or adult video store so long as one of its principal business purposes is the offering for sale or rental for consideration the specified materials which depict or describe "specified sexual activities" or "specified anatomical areas."

(3) *Adult cabaret* means a club, restaurant, or similar commercial establishment which regularly features:

a. Persons who appear in a state of nudity; or

b. Live performances which are characterized by the exposure of "specified anatomical areas"; or

c. Films, motion pictures, video cassettes, slides, or other photographic reproductions which are characterized by the description of "specified sexual activities" or "specified anatomical areas."

(4) *Adult motel* means a hotel, motel, or similar commercial establishment which:

a. Offers accommodations to the public for any form of consideration; provides patrons with closed-circuit television transmissions, films, motion pictures, video cassettes, slides, or other photographic reproductions which are characterized by the depiction or description of "specified sexual activities" or "specified anatomical areas"; and has a sign visible from the public right-of-way which advertises the availability of this adult type of photographic reproductions; or

b. Offers a sleeping room for rent for a period of time that is less than ten (10) hours; or

c. Allows a tenant or occupant of a sleeping room to subrent the room for a period of time that is less than ten (10) hours.

(5) *Adult motion picture theater* means a commercial establishment where, for any form of consideration, films, motion pictures, video cassettes, slides, or similar photographic reproductions are regularly shown which are characterized by the depiction or description of "specified sexual activities" or "specified anatomical areas."

(6) *Adult theater* means a theater, concert hall, auditorium, or similar commercial establishment which regularly features persons who appear in a state of nudity or live performances which are characterized by the exposure of "specified anatomical areas" or by specified sexual activities."

(7) *Escort* means a person who, for consideration, agrees or offers to act as a companion, guide, or date for another person, or who agrees or offers to privately model lingerie or to privately perform a striptease for another person.

(8) *Escort agency* means a person or business association who furnishes, offers to furnish, or advertises to furnish escorts as one of its primary business purposes for a fee, tip, or other consideration.

(9) *Establishment* means and includes any of the following:

a. The opening or commencement of any sexually oriented business as a new business;

b. The conversion of an existing business, whether or not a sexually oriented business, to any sexually oriented business;

c. The additions of any sexually oriented business to any other existing sexually oriented business; or

d. The relocation of any sexually oriented business.

(10) *Knowingly* means to do "something voluntarily, to do it deliberately, not to do something by mistake or by accident or even negligently." *United States v. Bay State Ambulance,* 874 F.2d 20 (1st Cir. 1989); See also *United States v. Fuller,* 162 F.3d 256, 260 (4th Cir. 1998)(defining "knowingly" as "to act with knowledge of the facts that constitute the offense but not necessarily with knowledge that the facts amount to illegal conduct.") "Knowingly" or "knowledge" shall also be satisfied for purposes of this ordinance in instances of "willful blindness" or "deliberate indifference" where the evidence indicates that a defendants purposefully closed his eyes to avoid knowing what occurred around him/her. See *United States v. Ruhe,* 191 F.3d 376 (4th Cir. 1999); *United States v. Schnabel,* 939 F.2d 197 (4th Cir. 1991); *United States v. Gruenberg,* 989 F.2d 971 (8th Cir. 1993).

(11) *Permittee* and/or *licensee* means a person in whose name a permit and/or license to operate a sexually oriented business has been issued, as well as the individual listed as an applicant on the application for a permit and/or license.

(12) *Nude model studio* means any place where a person who appears in a state of nudity or displays "specified anatomical areas" is provided to be observed, sketched, drawn, painted, sculptured, photographed, or similarly depicted by other persons who pay money or any form of consideration.

(13) *Nudity* or a *state of nudity* means the appearance of a human bare buttock, anus, male genitals, female genitals, or female breast.

(14) *Person* means an individual, proprietorship, partnership, corporation, association, or other legal entity.

(15) *Principal business purpose* means, with respect to the definition of a sexually oriented business, a business which (a) offers live nudity, hardcore sexual material, or sexual devices, (b) as a consistent and intentional objective of the business, and one of the following: (i) promotes itself as offering the same, or (ii) derives a substantial portion of its revenue from such activities.

(16)

Seminude means a state of dress in which clothing covers no more than the genitals, pubic region, and areolas of the female breast, as well as portions of the body covered by supporting straps or devices.

(17) *Sexual encounter center* means a business or commercial enterprise that, as one of its primary business purposes, offers for any form of consideration:

a. Physical contact in the form of wrestling or tumbling between persons of the opposite sex; or

b. Activities between male and female persons and/or persons of the same sex when one or more of the persons is in a state of nudity or seminude.

(18) *Sexually oriented business* means an adult arcade, adult bookstore or adult video store, adult cabaret, adult motel, adult motion picture theater, adult theater, escort agency, nude model studio, or sexual encounter center.

(19) *Specified anatomical areas* means the male genitals in a state of sexual arousal and/or the vulva or more intimate parts of the female genitals.

(20) *Specified sexual activities* means and includes any of the following:

a. The fondling or other erotic touching of human genitals, pubic region, buttocks, anus, or female breasts;

b. Sex acts, normal or perverted, actual or simulated, including intercourse, oral copulation, or sodomy;

c. Masturbation, actual or simulated; or

d. Excretory functions as part of or in connection with any of the activities set forth in a. through c., above.

(21) *Substantial enlargement* of a sexually oriented business means the increase in floor areas occupied by the business by more than twenty-five (25) per cent, as the floor areas existed on February 22, 1990.

(22) *Transfer of ownership or control* of a sexually oriented business means and includes any of the following:

a. The sale, lease, or sublease of the business;

b. The transfer of securities which constitute a controlling interest in the business, whether by sale, exchange, or similar means; or

c. The establishment of a trust, gift, or other similar legal device which transfers the ownership or control of the business, except for transfer by bequest or other operation of law upon the death of the person possessing the ownership or control.

(23) *Introductory service.* Any person who, for financial consideration, offers to arrange for a direct meeting between any person and any other person for social or personal purposes not connected with or forming a part of another lawful business or professional activity.

(c)

Classification. Sexually oriented businesses are classified as follows:

(1) Adult arcades;

(2) Adult bookstores or adult video stores;

(3) Adult cabarets;

(4) Adult motels;

(5) Adult motion picture theaters;

(6) Adult theaters;

(7) Escort agencies;

(8) Nude model studios;

(9) Sexual encounter centers; and

(10) Introductory services.

(d) *Prohibited conduct*:

(1) A licensee or an employee shall not knowingly allow possession, use, or sale of controlled substances on the premises;

(2) A licensee or an employee shall not knowingly allow prostitution on the premises;

(3) A licensee or an employee shall not knowingly allow any act of sexual intercourse, sodomy, oral copulation, masturbation, or other sexual conduct to occur in or on the permitted and/or licensed premises;

(4) A licensee shall not apply for or hold multiple licenses for the same location under differing names or knowingly allow another person or entity to apply for or hold business licenses for the premises;

(5) Operation in a location or manner inconsistent with any requirements of this ordinance or other ordinances of the City of North Charleston.

(e) *Location of sexually oriented business.*

(1) All sexually oriented businesses shall be located within an M-1 or M-2 zoning district. A person commits a misdemeanor if he operates or causes to be operated a sexually oriented business outside of an M-1 or M-2 district.

(2) A person commits a misdemeanor if he operates or causes to be operated a sexually oriented business within one thousand (1,000) feet of:

a. The property line of a lot devoted to use by a church or other place of worship;

b. A boundary line of any residential district;

c. The property line of a public park adjacent to any residential district or any public or private elementary or secondary school;

d. The property line of a lot devoted to residential use; or

e. The property line of a lot devoted to academic, extracurricular, or recreational use by a public or private elementary or secondary school.

(3) A person commits a misdemeanor if he causes or permits the operation, establishment, substantial enlargement, or transfer of ownership or control of a sexually oriented business within one thousand (1,000) feet of another sexually oriented business.

(4) A person commits a misdemeanor if he causes or permits the operation, establishment, or maintenance of more than one sexually oriented business in the same building, structure, or portion thereof, or the increase of floor areas of any sexually oriented business in any building, structure, or portion thereof containing another sexually oriented business.

(5) For the purpose of this section, measurement shall be made in a straight line, without regard to intervening structures or objects, from the nearest portion of the building or structure used as a part of the premises where a sexually oriented business is conducted, to the nearest property line of the premises of a church or public or private elementary or secondary school, or to the nearest boundary of an affected public park, residential district, or residential lot.

(6) For purposes of this ordinance, the distance between any two (2) sexually oriented businesses shall be measured in a straight line, without regard to intervening structures or objects, from the closest exterior wall of the structure in which each business is located.

(7) Any sexually oriented business lawfully operating on February 22, 1990, or the date of annexation (if later), which has thereafter continuously lawfully operated, and which is in violation of subsection (e)(1) through (e)(4) of this section shall be deemed a nonconforming use. The nonconforming use will be permitted to continue for a period not to exceed two (2) years, unless sooner terminated for any reason or voluntarily discontinued for a period of one year or more. Such nonconforming uses shall not be increased, enlarged, extended or altered except that the use may be changed to a conforming use. If two (2) or more sexually oriented businesses are within one thousand (1,000) feet of one another and otherwise in a permissible location, the sexually oriented business which was first established and continually operating at a particular location is the conforming use and the later-established business(es) is nonconforming. Further, the provisions of section 4-5, relating to nonconforming uses, shall not apply to businesses governed by the terms of this section.

(8) A sexually oriented business lawfully operating as a conforming use is not rendered a nonconforming use by the location, subsequent to the grant or renewal of the sexually oriented business permit and/or license, of a church, public park, residential district or a residential lot within one thousand (1,000) feet of the sexually oriented business or within one mile of a public or private elementary or secondary school. This provision applies only to the renewal of a valid business license, and does not apply when an application for a business license is submitted after a business license has expired or has been revoked.

(f) *Additional regulations for adult motels.*

(1) Evidence that a sleeping room in a hotel, motel, or a similar commercial establishment has been rented and vacated two (2) or more times in a period of time that is less than ten (10) hours creates a rebuttable inference that the establishment is an adult motel as that term is defined in this chapter [appendix].

(2) A person commits a misdemeanor if, as the person in control of a sleeping room in a hotel, motel, or similar commercial establishment that is not located and operated in compliance with this section and with the City of North Charleston's business license ordinances, he rents or subrents a sleeping room to a person and, within ten (10) hours from the time the room is rented, he rents or subrents the same sleeping room again.

(3) For purposes of subsection (f)(2) of this section, the terms "rent" or "subrent" mean the act of permitting a room to be occupied for any form of consideration.

(g) *Regulations pertaining to exhibition of sexually explicit films or videos.*

(1) A person who operates or causes to be operated a sexually oriented business, other than an adult motel, which exhibits on the premises in a viewing room of less than one hundred fifty (150) square feet of floor space, a film, video cassette, or other video reproduction which depicts specified sexual activities or specified anatomical areas, shall comply with the following requirements:

a. Upon application for a business license, the application shall be accompanied by a diagram of the premises showing a plan thereof specifying the location of one or more manager's stations and the location of all overhead lighting fixtures and designating any portion of the premises in which patrons will not be permitted. A manager's station may not exceed thirty-two (32) square feet of floor area. The diagram shall also designate the place at which the business license will be conspicuously posted, if granted. A professionally prepared diagram in the nature of an engineer's or architect's blueprint shall not be required; however, each diagram should be oriented to the north or to some designated street or object and should be drawn to a designated scale or with marked dimensions sufficient to show the various internal dimensions of all areas of the interior of the premises to an accuracy of plus or minus six (6) inches. The zoning administrator may waive the foregoing diagram for renewal applications if the applicant adopts a diagram that was previously submitted and certifies that the configuration of the premises has not been altered since it was prepared.

b. The application shall be sworn to be true and correct by the applicant.

c. No alteration in the configuration or location of a manager's station may be made without the prior approval of the zoning administrator or his designee.

d. It is the duty of the owners and operator of the premises to ensure that at least one employee is on duty and situated in each manager's station at all times that any patron is present inside the premises.

e.

The interior of the premises shall be configured in such a manner that there is an unobstructed view from a manager's station of every area of the premises to which any patron is permitted access for any purpose excluding restrooms. Restrooms may not contain video display, camera, or reproduction equipment. If the premises has two (2) or more manager's stations designated, then the interior of the premises shall be configured in such a manner that there is an unobstructed view of each area of the premises to which any patron is permitted access for any purpose from at least one of the manager's stations.

f. It shall be the duty of the owners and operator, and it shall also be the duty of any agents and employees present in the premises to ensure that the view area specified in subsection (g)(1)e. of this section remains unobstructed by any doors, walls, merchandise, display racks or other materials at all times and to ensure that no patron is permitted access to any area of the premises which has been designated as an area in which patrons will not be permitted in the application filed pursuant to subsection (g)(1)a. of this section.

g. No viewing room may be occupied by more than one person at any time.

h. The premises shall be equipped with overhead lighting fixtures of sufficient intensity to illuminate every place to which patrons are permitted access at an illumination of not less than one footcandle as measured at the floor level.

i. It shall be the duty of the owners and operator and it shall also be the duty of any agents and employees present in the premises to ensure that the illumination described above is maintained at all times that any patron is present in the premises.

(2) A person having a duty under subsections (g)(1)a. through (g)(1)i. of this section commits a misdemeanor if he knowingly fails to fulfill that duty.

(h) *Exemptions.* In cases of modeling or art classes, it is a defense to prosecution under this ordinance that a person appearing in a state of nudity did so in a modeling or art class operated:

(1) By a proprietary school, licensed by the State of South Carolina; a college, junior college, or university supported entirely or partly by taxation; or

(2) By a private college or university which maintains and operates educational programs in which credits are transferable to a college, junior college, or university supported entirely or partly by taxation; and

(3) In a structure:

a. Which has no sign visible from the exterior of the structure and no other advertising that indicates a nude person is available for viewing; and

b. Where in order to participate in a class, a student must enroll at least three (3) days in advance of the class; and

c. Where no more than one nude model is on the premises at any one time.

(i)

Enforcement. A person who: (1) proposes to operate; (2) operates a sexually oriented business without a valid business license or in violation of this ordinance; or (3) causes to be operated a sexually oriented business without a valid business license or in violation of this ordinance - is subject to a suit for declaratory or injunctive relief and/or an administrative action for business license revocation, as well as prosecution for any criminal violations which may be present. With respect to the provisions of these ordinances, criminal violations shall be punishable by a fine of five hundred dollars ($500.00) or thirty (30) days imprisonment. With respect to provisions of state or federal laws, criminal violations shall be punishable as provided by such state or federal law. With respect to business license denials, applicants desiring judicial review shall notify the city's zoning administrator of their desire for judicial review within five (5) days of receiving notification of the denial. The city shall then issue the applicant a temporary provisional license permitting operation during the pendency of circuit court proceedings and shall file suit within ten (10) business days and request expedited circuit court review. The issuance of a temporary provisional license as described herein shall create no vested rights and the city shall bear no costs associated with the applicant's operation or preparation for operation, including (but not limited to) costs of inventory, licenses, insurance, advertising, construction, purchase, or remodeling.

(j) *Separability.* If any subsection or clause of this section shall be deemed to be unconstitutional or otherwise invalid, the validity of the remaining sections, subsections and clauses shall not be affected thereby.

(k) *Savings clause.* After the effective date of this Act, October 28, 2004, all laws repealed or amended by this act must be taken and treated as remaining in full force and effect for the purpose of sustaining any pending or vested right, civil action, special proceeding, criminal prosecution, or appeal existing as of the effective date of this Act, October 28, 2004 and for the enforcement of rights, duties, penalties, forfeitures, and liabilities as they stood under the repealed or amended laws.

(Ord. No. 1986-13, 3-27-86; Ord. No. 1990-20, 4-12-90; Ord. No. 1991-25, 6-27-92; Ord. No. 2004-60, 10-28-04; Ord. No. 2006-52, 7-25-06)

Section 4-15. - Official map—Incorporation in comprehensive plan—Effect on setback provisions:

(a) In pursuance of authority conferred by section 5-2-570 and sections 6-7-1210 through 6-7-1280 of the Code of Laws of South Carolina for 1976, as amended, the city council of North Charleston hereby determines that it is necessary to adopt an official map showing the location of proposed public streets, highways, including; future extensions, widenings and other improvements to existing streets and highways, and public utility rights-of-way in portions of the City of North Charleston.

(b) The official map shall consist of one or a series of maps which need not be drawn to the same scale but, if composed of a series of maps, shall be indexed on a single map depicting the city and the area covered by each map in the series. Such map, together with all explanatory matter thereon is hereby adopted by reference and declared to be a part of this ordinance.

(c) Each map shall bear the designation, "Official Map, City of North Charleston, South Carolina," and shall be identified by the signature of the mayor of the City of North Charleston, attested by the clerk of council, and bearing the seal of the city together with the date of the adoption of the ordinance adopting said map.

(d) Upon adoption of the official map, the administration thereof shall be governed in accordance with the provisions of sections 6-7-1210 through 6-7-1280 of the Code of Laws of South Carolina for 1976, as amended.

(e) The official map, and any amendments or additions thereto hereafter adopted, shall also constitute the major street portion of the comprehensive plan and shall be accordingly incorporated by reference therein.

(f) In all cases when land is affected by the official map, all setback provisions of this ordinance shall be measured from the boundary of the proposed public street or highway, or future extension, widening or other improvement to an existing street or highway, as shown on the official map when the use of such boundary would result in a greater setback being required; provided, however that this subsection shall not apply to any land exempted from the restrictions of the official-map pursuant to section 6-7-1270(4)(a) or section 6-7-1280(3)(a), Code of Laws of South Carolina for 1976 as amended, or to permits issued pursuant to section 6-7-1270(4)(b), Code of Laws of South Carolina for 1976, as amended.

(Ord. No. 1988-37, 5-12-88)

Section 4-16. - Fireworks sales facilities:

(a) *Fireworks defined.* For purposes of this ordinance, the term "fireworks" shall mean those items as defined as "class C fireworks" and as "common fireworks".

(b) *Fireworks sales prohibited; exceptions.*

(1) Except as otherwise specifically permitted under subsection (c) of this ordinance, it shall be unlawful to sell or display for sale any fireworks within the city limits except in those areas zoned M-1 light industrial or M-2 heavy industrial.

(2) Nothing in this ordinance shall be construed as applying to:

a. Toy smoke devices defined as smoke balls or tubes containing a pyrotechnic mixture which upon ignition produces a visible cloud of smoke;

b. Toy paper or plastic caps containing not more than .25 of a grain of explosive composition per cap; or toy or cap pistols or any like device designed to discharge such paper or plastic caps; or sparklers;

c. The manufacture, storage, sale or authorized use of signals necessary for the safe operation of railroads or other classes of public or private transportation;

d. The military forces of the United States or of this state while in the performance of official

duty;

e. Law enforcement officers while in the performance of official duty;

f. Ceremonial, theatrical or athletic events.

(c) *Limited sales exception; permit requirements and conditions.*

(1) Firework sales shall be permitted as a use of right in M-1 and M-2 industrial zones without limitation as to time and date of sale.

(2) Subject to the conditions hereinafter set forth, the retail sale of fireworks in B-1 and B-2 zones may be permitted as a conditional use provided that applicants first obtain a permit from the zoning administrator (or his designee) and that sales in such zones shall only be permitted between dates of December 1—January 7 and June 15—July 10, inclusive. A separate application shall be required for each location and for each period.

(3) The zoning administrator (or his designee) is authorized to issue permits for the retail sale of fireworks as a conditional use B-1 and B-2 zones. No permit shall be approved unless the applicant furnishes the following with the permit application:

a. An annual permit fee of fifty dollars ($50.00) or a receipt showing previous payment of the same, and a performance bond of five hundred dollars ($500.00) in the form of a certified check or a cash deposit with the city finance director (or his designee) any such performance bond being refundable according to the conditions set forth in subsection (4) below;

b. The name of the applicant and, if the applicant is a person, the person's residential address, or, if the applicant is a corporation or other legal entity, the business address of such corporation or entity and the name and residential address of a responsible officer or manager on such corporation or entity's behalf;

c. A description of the location where such sales activities are to be conducted and the name and address of the owner thereof; and

d. Statements of approval from the building official and chief fire inspector certifying code compliance and documentation of compliance with all applicable state codes and administrative regulations.

e. Proof that the applicant holds a policy or policies of public liability insurance coverage for such retail sales activities at such location for the permitted sale period, which policy or policies are issued by an insurance company or companies authorized to do business in the State of South Carolina, and which said policy or policies provide coverage in the following minimum amounts: five hundred thousand dollars ($500,000.00) for injuries or damage to any one person in one said accident or occurrence; one million dollars ($1,000,000.00) for injuries to two (2) or more persons in any accident or occurrence; and $1,000,000.00 combined single limit coverage for any one accident or occurrence.

(4)

All permits issued under the authority of this section shall be subject to the following limitations and conditions:

a. A separate permit shall be required for each separate location where fireworks are to be sold by any applicant and a separate application shall be required for each "sales period".

b. Permits may be issued only for locations that are located within B-1 or B-2 zoning classification, subject, however, to the additional requirement that no structure or location for the sale of fireworks shall be located closer than two hundred and fifty (250) feet from any parcel zoned for residential use. Such measurement shall be made in a straight line between the closest portion of the sales facility structure and the closest property line of the parcel zoned for residential use, without regard to any intervening structures, objects or natural barriers.

c. No sale activities shall be conducted under such permit unless the sales facility and applicant comply with all applicable state codes and state administrative rules, the rules and regulations of applicable building and fire codes and regulations of the state fire marshal applicable to fireworks stands, and all sales activities shall, at all times during the term of the permit, be conducted in conformance with those rules and regulations.

d. Within twenty-four (24) hours after the expiration of the permitted sale period the permit holder shall cause the permitted sales location to be cleaned and cleared of all debris, and within fifteen (15) days after the expiration of the permitted sales period the permit holder shall cause all fireworks stands, tents and other sales facilities and all signs or other indicia of fireworks sales activity to be removed from the permitted B-1 or B-2 sales location. Failure to comply with this subsection in a timely manner shall result in forfeiture of the applicant's performance bond and removal, destruction, or demolition of the structure or indicia of the fireworks sales activity, to be undertaken at the city's expense.

(5) If the zoning administrator is satisfied after expiration of the permitted sale period that the permit holder has complied with all of the conditions, limitations and requirements of this article, and upon request therefor, the finance director shall refund to the permit holder the performance bond deposited pursuant to subsection (c)(3)a. above. If the permit holder is aggrieved by any decision of the zoning administrator to refuse such refund, the permit holder may appeal that decision to the board of zoning appeals.

(d) *Discharge.* Fireworks shall not be discharged in any manner contrary to city ordinance, the provisions of S.C. Code Ann, § 23-35-120, or any other regulation or law of this state.

(e) *Penalty.* Any person who shall be convicted of violating any of the provisions of this article shall be punished as provided within section 1-10 of the Municipal Code of the City of North Charleston.

(f) *Amortization of nonconforming uses.* Any firework sales facility/location lawfully operating on June 22, 2000, which has thereafter continuously lawfully operated, and which would otherwise be in violation of this section shall be deemed a nonconforming use. The nonconforming use will be

permitted to continue for a period not to exceed two (2) years, unless sooner terminated for any reason or voluntarily discontinued for a period of six (6) months or more. Such nonconforming uses shall not be increased, enlarged, extended or altered except that the use may be changed to a conforming use. Further, the provisions of section 4-5 of this zoning ordinance, relating to nonconforming uses, shall not apply to businesses governed by this terms of this section.

(Ord. No. 2000-023, 6-22-00; Ord. No. 2002-014, 1-24-02; Ord. No. 2002-14, 2-14-02)

Section 4-17. - Site lighting:

(a) *In general.* Street and site lighting shall be of low intensity from a concealed light source and with effective provisions made to prevent spill-over into adjoining properties or roadways. Any spill-over from a commercial or industrial site into a residential area shall not exceed one-half footcandle measured at the property line of the site of the light source nearest the residential area. Lighting shall in no way interfere with the vision of oncoming motorists. Light fixtures in residentially zoned areas shall be limited in height to eighteen (18) feet using cutoff fixtures. Light fixtures in commercially zoned areas shall be limited in height to twenty-four (24) feet using full cutoff fixtures. Light fixtures in industrially-zoned areas shall be limited in height to thirty (30) feet using full cutoff fixtures. Cutoff fixtures may also be used in commercially and industrially zoned areas with a maximum pole mounted height of eighteen (18) feet. Street lighting fixtures in the right-of-way of a major arterial roadway shall be limited in height to forty (40) feet. Submittal of a lighting plan shall be required as a part of the site plan review process.

(b) *Partial exceptions.*

(i) To the extent federal regulatory requirements exist, site lighting associated with air travel shall be exempt from the requirements of this section other than the requirement that a site lighting plan be submitted as a part of the site review process. Examples of such exempted lighting may include, but shall not be limited to, such things as runway lighting, navigational lighting, and hazard lighting such as lights marking bridges and towers.

(ii) Site lighting for approved outdoor recreation areas such as athletic fields may exceed eighteen (18) feet in height and, to the least possible extent required in order to provide adequate field illumination, may employ other than cutoff-style fixtures. In all cases provisions shall be made to prevent spill-over into adjoining properties or roadways to the maximum reasonable extent possible. Light spill-over for such uses shall not be limited to the one footcandle standard set forth within subsection "a" above. Lighting shall in no way interfere with the vision of oncoming motorists. Submittal of a lighting plan shall be required as a part of the site plan review process.

(c) *Exemptions.* The following are not regulated by this ordinance:

(i) Building façade lighting in commercial or industrial zoning district. For shielded directional façade lighting up to forty (40) lumens per square foot (total lumens from all of the light sources divided by the area of façade being illuminated by that light) where the lights are properly aimed

and shielded to not shine visible glare into the public right-of-way or onto adjacent or nearby properties.

(ii) Low voltage landscape lighting. Electric lighting powered at less than fifteen (15) volts and limited to lamps of less than fifty (50) watts or less, not mounted to poles or buildings, for the purpose of illuminating trees, shrubbery and other natural external elements where the lights are properly aimed and shielded to not shine visible glare into the public right-of-way or onto adjacent or nearby properties.

(Ord. No. 2006-46, 7-25-06; Ord. No. 2008-08, 1-24-08; Ord. No. 2011-039, 7-28-2011; Ord. No. 2011-050, 12-8-2011)

Section 4-18. - Traffic impact analysis:

(a) *Applicability.* A traffic impact analysis (TIA) shall be required for any development that would generate more than fifty (50) trips during the peak hours, in accordance with the latest edition of the ITE Trip Generation Manual

(1) A second phase, second subdivision, or addition that generates traffic beyond this threshold when taken as a whole shall also require a TIA, even though that development does not qualify on its own.

(2) Change of use. A new TIA will be required if the new use would generate traffic beyond the 50 trips during peak hour threshold.

(3) Regardless of the foregoing, a TIA can be required at any time as determined by the planning division director, city engineer, or their designee in his/her/their sole discretion and judgement when there is a belief that the development may create an adverse impact to the surrounding area.

(b) *Traffic impact analysis plan preparation.*

(1) The TIA shall be conducted by an engineer registered in South Carolina that is experienced in the conduct of traffic analysis, who is one of the consultants the city has previously selected for on-call traffic study services.

(2) Prior to beginning the traffic impact analysis plan, the applicant shall supply the city with the following:

a. A written narrative describing the proposed land use(s), size and projected opening date of the project and all subsequent phases;

b. A site location map showing surrounding development within a one-half (½) mile of the property under development consideration; and

c. A proposed site plan or preliminary subdivision plat illustrating access to public or private roads and connectivity to other contiguous developments and the preliminary trip generation.

(3)

The city will rely upon the most current edition ITE trip generation manual or any alternative acceptable to the planning and engineering departments, and available information on land use, travel patterns and traffic conditions. After consulting with all applicable agencies, including SCDOT, the city engineer or designee will supply in writing to the applicant and/or his engineer the parameters to be followed in the study including but not limited to function and safety; the directional split of driveway traffic; trip distribution; access points; internal circulation; background traffic growth rate and capacity analysis; previously approved but not completed projects and the intersections to be analyzed along with any associated turning movement counts which are available or discussed and approved by the city.

(4) After determination of the TIA's scope of services, the applicant shall provide the proposed scope to the city for review and concurrence. Once the scope is agreed upon with the on-call consultant; the fee will be established. The applicant shall provide the agreed upon fee to the city engineer or designee, who will deposit the amount in an escrow or special account set up for this purpose before the consultant's services are obtained. Any funds not used shall be returned to the applicant in a timely manner without interest.

(5) Additional fees for the TIA may be required if: The applicant substantially amends the application; additional meetings involving the consultant are requested by the applicant; the consultant's appearance is requested at planning commission or city council meetings beyond what was initially anticipated; or the consultant's attendance is required at meetings with regional, state, or federal agencies or boards which were not anticipated in the earlier scope of services; and/or the cost becomes more than originally anticipated due to timing/scope changes. The applicant must reimburse the city these costs prior to the development plan or plat approval.

(c) *Plan contents.*

(1) All phases of a development are subject to review, and all traffic plans for the entire development shall be integrated with the overall traffic analysis. A traffic impact analysis plan for a specific phase of development shall be applicable to the phase of development under immediate review. However, each phase of development shall expand and provide detailed analysis at the development plan stage beyond the estimates provided for at the concept plan or master plan stage.

(2) Efficient traffic operations, safety and pedestrian accessibility are to be considered in the development plan. The adequacy of the roads to which the development takes access shall be assessed in the TIA. Recommendations for improvements shall be made where operational or safety concerns exist and installation of these improvements shall be required as a condition of any approval from the city. The relative share of the capacity improvements needed shall be broken down as follows: development share, other developments share, any existing over capacity, and capacity available for future growth.

(3) The following elements shall be included in a traffic impact analysis plan:

a. *Study area.* Description of the study area including surrounding land uses and expected development in the vicinity that would influence future traffic conditions. The study area shall include the intersections immediately adjacent to the development and those identified by the city engineer. These intersections may include those not immediately adjacent to the development if significant site traffic could be expected to impact the intersection. If intersections impacted by the development are within a coordinated traffic signal system, then the entire system shall be analyzed. If the signal system is very large, a portion of the system may be analyzed if approved by the city engineer and SCDOT. A study area site map showing the site location is required.

b. *Proposed land use.* Description of the current and proposed land use including characteristics such as the number and type of dwelling units, gross and leasable floor area, number of employees, accompanied with a complete project site plan (with buildings identified as to proposed use). A schedule for construction of the development and proposed development stages should also be included.

c. *Existing conditions.* Description of existing traffic conditions including existing peak hour traffic volumes adjacent to the site and levels of service for intersections in the vicinity, which are expected to be impacted. Existing traffic signal timings should be used. In general, a.m. and p.m. peak hour counts should be used, but on occasion other peak periods may need to be counted as determined by the city engineer or designee. In some cases, pedestrian counts will be required. Data should be adjusted for daily and seasonal variations. Existing counts may be used if taken within twelve (12) months of the submittal of the TIS. In most cases, counts should be taken when school is in session unless otherwise determined by the city engineer or designee. Other information that may be required may include, but not limited to, crash data, stopping sight distances, and 50th and 85th percentile speeds.

d. *Future background growth.* Estimate of future background traffic growth. If the planned completion date for the project or the last phase of the project is beyond one year of the study an estimate of background traffic growth for the adjacent street network shall be made and included in the analysis. In general, the growth factor will be determined from local or statewide data. Also included, is the state, local, or private transportation improvement projects in the project study area that will be underway in the build-out year and traffic that is generated by other proposed developments in the study area.

e. *Estimate of trip generation.* The site forecasted trips should be based on the most recent edition of the ITE Trip Generation Manual. A table should be provided in the report outlining the categories and quantities of land uses, with the corresponding trip generation rates or equations, and the resulting number of trips. The reason for using the rate or equation should be documented. For large developments that will have multiple phases, the table should be divided based on the trip generation for each phase. Any reductions due to

internal trip capture and pass-by trips, transit use, and transportation demand management should be justified and documented. All trip generation and trip reduction calculations and supporting documentation shall be included in the report appendix.

f. *Trip distribution and traffic assignment.* The distribution (inbound versus outbound, left turn versus right turn) of the estimated trip generation to the adjacent street network and nearby intersections shall be included in the report and the basis should be explained. The distribution percentages with the corresponding volumes should be provided in a graphical format.

g. *Analysis and estimate of impact.* A capacity analysis should be performed at each of the study intersections and access intersection locations (signalized and unsignalized) in the vicinity of the development. Intersection analysis shall include LOS determination for all approaches and movements. The levels of service will be based on the procedures in the latest edition of Transportation Research Board's Highway Capacity Manual. Coordination analysis will be required for the signal systems or portion of the signal systems analyzed.

h. *Access management standards.* The report shall include a map and description of the proposed access including any sight distance limitations, adjacent driveways and intersections, and a demonstration that the number of driveways proposed is the fewest necessary and that they provide safe and efficient traffic operations.

i. *Traffic signalization.* If a traffic signal is being proposed, a signal warrant analysis shall be included in the study. The approval of a traffic signal on projected volumes may be deferred until volumes meet warrants given in the MUTCD, in which the developer shall provide funds for the future signal(s) to the city to deposit in an escrow or special account set up for this purpose. The developer should make any laneage improvements during construction so that if in the horizon year a signal is warranted, one may be installed with little impact to the intersection.

j. *Mitigation and alternatives.* The traffic impact study should include proposed improvements or access management techniques that will mitigate any significant changes in the levels of service. The city engineer will be responsible for final determination of mitigation improvements required to be constructed by the applicant.

(d) *Traffic impact analysis plan review.* The city engineer or designee shall review all traffic impact analysis plans as part of the initial approval for the concept plan or master plan. Final traffic impact analysis plans shall be approved at the development plan phase.

(e) *Action on traffic impact analysis plan.* The city engineer or designee must first approve the TIA in regard to completeness and accuracy. Following review of the required impact analysis plan, city engineer or designee shall recommend action as follows:

(1) Approval of the traffic impact analysis as submitted;

(2)

Approval of the traffic impact analysis plan with conditions or modifications as part of the development review and approval process. An acceptable traffic impact analysis plan with traffic mitigation measures may include the reduction of the density or intensity of the proposed development; phasing of the proposed development to coincide with state and/or county programmed transportation improvements; applicant provided transportation improvements; fees in lieu of construction, or any other reasonable measures to ensure that the adopted traffic service level goals are met. If mitigation is required, it shall be required as a condition of any approval from the city.

(f) *Timing of implementation.* If a traffic mitigation program is part of an approved traffic impact analysis plan, the phasing and timing of improvements shall be specified in the mitigation. If the mitigation is phased, the developer may be required to place a performance bond on all traffic mitigation improvements required as a result of his project. This requirement may arise if the timing of the improvements needs to be synchronized with other scheduled improvements anticipated for the area. The amount of the performance bond shall be equal to one hundred twenty-five (125) percent of the estimated construction cost for the required traffic mitigation improvements.

(g) *Responsibility for costs of improvements.* The costs of implementation of an approved mitigation program shall be the responsibility of the applicant. No certificates of zoning compliance or building permits shall be issued unless provisions of the transportation impact analysis are met.

(h) *Traffic goals.* The average stop time delay in seconds per vehicle for each intersection determined to be critical to the traffic impact analysis for the proposed development shall be compared to the city's adopted traffic service level goal of "D" for the average delay for all vehicles at any intersection and all movements and approaches to the intersection during the a.m. and p.m. peak hours.

(i) *Function and safety improvements.* The city engineer or designee may require improvements to mitigate and improve the safety and function of multiple transportation modes the site traffic may impact. These improvements may not be identified in the TIA, but improvements to benefit the function and safety of the transportation system of the development site. These improvements may include but are not limited to center medians, sidewalks and/or bicycle accommodations, modifications to ingress and egress points, roadside shoulders, pavement markings, traffic calming and other traffic control devices.

(Ord. No. 2006-47, 7-25-06; Ord. No. 2022-066, Exh. A, 12-15-2022)

Section 4-19. - Reserved.

Section 4-20. - Portable temporary storage unit:

(a) *Definition.* A portable storage unit is a fully enclosed structure, box, or trailer that is used for temporary storage. It is typically rented by the owner or residents of a property and delivered and/or removed by truck or trailer.

For the purposes of this section, storage sheds, shipping containers, tool sheds, and dumpsters are not considered portable storage units.

(b) *Use of portable storage units in residential areas.*

1. The temporary use of one (1) portable storage unit in a residential district is permitted while actively being loaded or unloaded for a period not to exceed thirty (30) days per calendar year.

   OR

2. The temporary use of two (2) portable storage units in a residential district is permitted while actively being loaded or unloaded for a period not to exceed fourteen (14) days per calendar year.

(c) *Portable storage units in non-residential areas.*

1. In non-residential districts, the temporary use of one (1) portable storage unit is permitted for a period not exceeding sixty (60) days, provided that the storage unit is not visible from surrounding parcels or the public right-of-way (i.e., the unit is located behind the building, buffered by tall, opaque fencing, or located on a portion of the parcel with no abutting development, etc.). Two (2) instances of storage of up to sixty (60) days are permitted per calendar year.

   OR

2. In non-residential districts, the temporary use of two (2) portable storage units is permitted for a period not exceeding fourteen (14) days, provided that the storage unit is not visible from surrounding parcels or the public right-of-way (i.e., the unit is located behind the building, buffered by tall, opaque fencing, or located on a portion of the parcel with no abutting development, etc.). Two (2) instances of storage of up to twenty-eight (28) days are permitted per calendar year.

(d) *Portable storage unit permit.* The user or provider of a portable storage unit shall apply for a permit with the zoning department. The application must identify a purpose for the unit, proposed duration on the site, and include a site plan or sketch showing the property boundaries and the proposed location of the unit on the premises.

1. Residential use permit.
   a. The duration of the permit for one (1) portable storage unit will be thirty (30) days for residential use.

      OR

   b. The duration of the permit for two (2) portable storage units will be fourteen (14) days for residential use.
2. Non-residential use permit.
   a.

The duration of the permit for one (1) portable storage unit will be sixty (60) days for non-residential use.

OR

b. The duration of the permit for two (2) portable storage units will be fourteen (14) days for non-residential use.

The duration of the permit will be thirty (30) days (one (1) month) for residential use, or sixty (60) days (two (2) months) for non-residential areas.

(e) *Reasonable need.* A permit of longer than thirty (30) days (residential) or sixty (60) days (non-residential) can be issued by the zoning department to extend the duration of temporary outdoor storage. For the purposes of this section, reasonable need includes cases of home damage or destruction, significant renovation or repair, construction, relocation, or other events warranting the need for temporary storage outside the home. At the discretion of the zoning administrator, an extended permit may provide the applicant up to an additional ninety (90) days (total of four (4) months) or for the duration of a building permit, whichever is shorter.

(f) *Placement and dimensions of portable storage units.*

1. *Physical dimensions.* Each storage unit cannot exceed the following dimensions: eight and one-half (8½) feet in height; twenty (20) feet in length; eight (8) feet in width.
2. *Location.* Portable storage units shall be housed in the rear yard of residential property. However, if there is no practical access for the rear yard, the unit may be positioned in the side yard side. If there is no practical access for the side yard, then the unit may be positioned in the driveway in the front yard. Storage units are prohibited in front yards, side yards, sidewalks, roads, or other rights-of-way, unless no other reasonable alternatives exist, or unreasonable hardship to the owner is created.
3. *Placement.* The placement of portable storage units must meet all setback requirements, and other applicable building and fire regulations for accessory structures.
4. *Signage.* A sign displaying the storage unit provider and contact information must be located on the storage unit. The amount of signage on the unit is not limited, but must pertain to the provider of the storage unit, and must not include advertising for any additional products or services.

(Ord. No. 2010-14, 3-11-10; Ord. No. 2011-019, 5-26-2011)

Section 4-21. - Short term rentals:

(a) *Definition:*

Short term rental (STR). For the purposes of this section, "short term rental" shall mean a dwelling unit intended to provide temporary sleeping accommodations for no more than two (2) persons per bedroom, up to eight (8) persons (including children) maximum, for a period not to exceed twenty-nine (29) consecutive days per rental.

(b) *Requirements for short term rentals.* Short term rentals shall be allowed as a conditional use of legally established dwelling units, except non-conforming dwellings in industrial districts, provided the following conditions are met:

1. The number of STR overnight guests on the property shall not exceed two (2) persons per bedroom, up to eight (8) persons (including children) maximum, and this maximum shall be posted in the STR and included in advertising;
2. A minimum of one (1) off-street parking space is provided for each two (2) bedrooms rented, with a maximum of four (4) spaces allocated for the property.
3. No STR overnight guest or property owner vehicle shall be street parked during an STR stay.
4. Only one (1) STR is permitted per parcel;
5. Other than wall or window signage not to exceed one (1) square foot, the property shall not contain exterior signs advertising the STR use;
6. The applicable HOA/POA does not prohibit the use based on restrictive covenants or by-laws;
7. The hosting of events, such as weddings, parties, or similar gatherings, is prohibited;
8. A STR permit and an active business license for the use is filed by the property owner(s) with the city;
9. No more than three (3) notices of violations of the city's zoning, noise or refuse ordinance have been the subject of a zoning department notice of violation in the previous one-year period. Issuance of the fourth such notice of violation shall render all previously issued STR permitting and licensing null and void
    a. Review of such determinations shall, if sought, be performed by the board of zoning appeals, in accordance with section 7-6 of the Zoning Ordinance.
10. The STR's registration number shall be posted in the STR and included in advertising;
11. All required taxes are paid; and
12. The STR is permitted by the city's planning and zoning department, and the registration is renewed annually by February 28.
13. The property owner shall identify a contact, with twenty-four (24) hour cellphone availability, who is available to be on site within thirty (30) minutes of notice. Failure of a property point of contact to arrive on scene within thirty (30) minutes of a city call for assistance being placed shall constitute a violation of this Ordinance.

(c) *[Apartment buildings.]* Apartment buildings are exempt from the provisions of section 4-21(b) above, provided an active business license is filed with the city.

(d) *Amortization.* Uses not in conformity with section 4-21 prior to January 1, 2023 shall not be grandfathered, but shall rather be considered in violation of this section of the ordinance.

(Ord. No. 2022-033, Exh. A, 5-26-2022, eff. 1-1-2023)

ARTICLE V. - DISTRICT USE CLASSIFICATION

Section 5-1. - R-1, Single-family residential district:

It is the intent of this section that the R-1 zoning district be established to reserve appropriate land for medium density one-family residential uses. The regulations which apply within this district are designed to encourage the formation and continuance of a stable, healthy environment for one-family dwellings and to discourage any encroachment by commercial, industrial, or other use capable of adversely affecting the residential character of the district.

(a) *Permitted uses:* The following uses shall be permitted in the R-1 zoning district:

1. Single-family dwellings excluding mobile homes.

(b) *Conditional uses:* The following uses shall be permitted in the R-1 zoning district subject to the stated conditions:

1. Customary home occupation provided that there is no external evidence of the occupation except an announcement sign not more than two (2) square feet in area; that only one (l) person in addition to permanent residents of the property is employed; and that not more than twenty-five (25) per cent of the total floor area of the dwelling is used.
2. Churches and private schools, provided that the buildings are placed not less than twenty-five (25) feet from the side and rear property line and that planted buffer strips are created along side and rear property lines.
3. *Reserved.*
4. Public recreation facilities provided that the city council, after public notice and hearing, determines that the facility's location will substantially serve the public convenience and welfare, and will not substantially and permanently injure the appropriate use of neighboring property.
5. Golf courses and related facilities, provided that the land area containing the golf course and related facilities is not less than twenty-five (25) acres. Golf course related facilities include but are not limited to clubhouses, community recreation facilities, golf driving ranges, lounges, pro shops, restaurants.
6. Model homes or real estate community sales centers provided that:
   (i) Such uses are constructed as a traditional single-family R-1 residential structure or manufactured home;
   (ii) That no more than one (1) such structure be established per community or development;
   (iii) That no more than three (3) employees operate at the site;

(iv) That commercial use of the structure shall not occur prior to 8:30 a.m. or after 6:00 p.m.; and

(v) That such commercial retail use of the structure shall cease upon the later of: (1) expiration of twenty-four (24) months from the date of its construction; or (2) sale of ninety (90) per cent of the marked lots; and that the structure shall thereafter be utilized as a single-family residence or removed from the site.

7. Detached garden and cluster development provided:

(i) They occur in an area designated on the future land use map for traditional neighborhood development.

(ii) The proposed development site is at least two (2) acres.

(Ord. No. 1985-69, 10-24-85; Ord. No. 1986-59, 11-6-86; Ord. No. 1997-26, 4-17-97; Ord. No. 2000-015, 5-11-00; Ord. No. 2009-48, 9-24-09; Ord. No. 2012-028, 7-26-2012)

Section 5-1.1. - R-1A, Low to medium density residential district:

It is the intent of this section that the R-1A zoning district be established to provide for low to medium density single-family residential uses, including mobile homes, provided that the city council, after public notice and hearing, determines that a proposed area or neighborhood would be suitable for designation as an R-1A district and the permitted uses, therein, will not substantially injure the actual or permitted uses of the neighboring or nearby properties. City council intends only for identifiable neighborhoods or areas to be considered. It is not the intent of council for individual parcels or small portions of identifiable neighborhoods to become R-1A eligible.

Requests for neighborhoods or areas to become R-1A eligible must be submitted to the department of planning and management for a suitable study. The department of planning and management shall evaluate the request and make a recommendation to the planning commission. The department of planning and management shall consider, but not be limited to, the following factors in making their recommendation:

1. Compatibility with comprehensive development plan
2. Analysis of actual current land uses
3. Analysis of recent property value trends
4. Projections of economic impact of proposed zoning
5. Analysis of possible future uses of property
6. Review of recent building activity
7. Community support/opposition
8. Traffic analysis
9. Size and geographic considerations of neighborhood

The department of planning and management shall forward a report of the study and a recommendation to the planning commission within sixty (60) days of receiving a request. The planning commission shall advertise the date and time of their meeting when the request shall be considered and shall allow public comment on the request in accordance with their policy. The planning commission shall make a recommendation to city council on the suitability of the proposed area for R-1A eligibility.

City council shall consider the recommendation of the planning commission and either approve or disapprove the proposed area as R-1A eligible. If city council approves the area for R-1A eligibility it shall pass a resolution designating such areas or neighborhoods as R-1A eligible and shall affix a map, prepared by the department of planning and management, to the resolution detailing the area designated.

The adopted resolution and map shall be sent to the planning commission for their use in considering applications for rezoning. After an area has been designated as R-1A eligible, all rezoning requests for individual parcels within the area shall be processed in accordance with Article VII, section 7.3(b). Individual parcels located within an area or neighborhood that has been denied R-1A eligibility may not submit a request to become R1-A eligible. Areas or neighborhoods that have been denied R-1A eligibility may not apply for reconsideration for one year after the date of the initial request.

These regulations will encourage a diversity of affordable housing types and continuance of a stable, healthy environment for one-family dwellings, including mobile homes and to discourage any encroachment by commercial, industrial or other uses capable of adversely affecting the character of the district.

(a) Permitted uses: The following uses shall be permitted in the R-1A zoning district:

1. All uses allowed in the R-1, Single-family district.
2. Mobile homes, excluding mobile home parks.

Uses allowable in the R-1 zoning district shall be subject to the requirements of section 6-1; otherwise, uses permitted in the R-1A zoning district shall be required to conform to the following standards and shall be inspected by the building department and department of planning and management for compliance:

(a) The home is placed on a lot of record containing at least four thousand five hundred (4,500) square feet per dwelling unit.

(b) The home must be placed on a permanent foundation and be equipped with an opaque solid curtain-wall which meets all applicable building, code, and wind load requirements. The curtain-wall must be constructed either of brick or of concrete block.

(c) The required setbacks are as follows:

Front: Twenty (20) feet

Side: Ten (10) feet

Rear: Fifteen (15) feet

Section 4-7 shall apply when proposed use is intended to be placed on a substandard lot of record.

(d) A minimum of two (2) off-street parking space (whether paved or unpaved) shall be provided for the lot of record (on-street parking prohibited).

(e) All mobile homes must conform to FEMA and HUD standards, including wind and seismic loads. It is the responsibility of the applicant to present proof of the loading requirements.

(f) All improvements, including, but not limited to, room additions, decks, steps, handrails, etc., must conform to all relevant building codes.

(g) All mobile homes must have a pitched roof, constructed out of suitable material.

(Ord. No. 1996-22, 5-9-96; Ord. No. 1997-19, 3-27-97; Ord. No. 2000-088, 12-28-00; Ord. No. 2022-042, Exh. A, 7-28-2022)

Section 5-2. - R-2, Multi-family residential district:

It is the intent of this section that the R-2 zoning district be established and reserved for medium-to-high density residential purposes. The regulations which apply within this district are designed to encourage the formation and continuance of a stable, healthy environment for single and multi-family dwellings and to discourage any encroachment of commercial, industrial or other uses capable of adversely affecting the residential character of the district.

(a) *Permitted uses:* The following uses shall be permitted in the R-2 zoning district:

1. Multi-family dwellings such as duplexes, triplexes, quadraplexes, stacked apartments and garden and cluster units.
2. All uses permitted in the R-1 zoning district.
3. Shared dwellings.

(b) *Conditional uses:* The following uses shall be permitted in any R-2 zoning district subject to the stated conditions:

1. All conditional uses permitted in the R-1 zoning district as shown in section 5-1(b), providing the applicable conditions are met.
2. Town, row or patio houses provided that all conditions of subsection (c) are met as determined by the zoning administrator.

(c) *Special additional regulations for town or row houses:* In order to promote the general welfare of the city through the appropriate intermingling of town or row houses with other housing types, the following regulations shall be applied to town houses or row houses:

1. *Maximum number of contiguous units.* Not more than eight (8) such dwellings shall be constructed or attached together in a continuous row. No row shall exceed two hundred (200) feet in length. The front shall not form long, unbroken lines or row housing, but shall

be staggered at the front of the building line at least every fourth dwelling unit.

2. *Fencing.* The rear yards of such dwellings, except that portion used for automobile parking and driveways shall be separated by a fence or wall for a minimum distance of eight (8) feet from the rear main building line. Such fence or wall shall be of brick, masonry, or other material having a life of not less than ten (10) years. The minimum height of such fence or wall shall be six (6) feet.
3. *Clothes drying.* All yard areas used for the drying of clothes shall be screened from ground-level view of the adjoining yards and lots.
4. Exemption from filing formal subdivision applications.
    a. An application for the subdivision of an existing lot into two (2) or more lots for town, row or patio houses shall be subject only to the approval of the zoning administrator under the applicable provisions of this ordinance; provided, that the construction of such houses shall be commenced within six (6) months of the date of the permit, and completed within a reasonable time thereafter.
    b. The original plat of the subdivision of an existing lot shall be stamped by the zoning administrator: "Approved for Town, Row or Patio Houses Only."

(Ord. No. 1985-17, 3-28-85; Ord. No. 1985-69, 10-24-85; Ord. No. 1987-20, 4-9-87; Ord. No. 2006-48, 7-25-06; Ord. No. 2009-51, 9-24-09)

Section 5-2.1. - R-3, Mobile home residential district:

It is the intent of this section that the R-3 zoning district be established and reserved for medium density residential purposes. The regulations which apply within this district are designed to encourage the formation and continuance of a stable and healthy environment for single-family dwellings and mobile homes and to discourage any encroachment of commercial, industrial, multi-family or other uses capable of adversely affecting the single-family residential character of the district. The term mobile home shall include trailers, mobile homes and manufactured homes.

(a) *Permitted uses:* The following uses shall be permitted in the R-3 zoning district:

1. All uses permitted in the R-1 and R-2 zoning districts.
2. A single mobile home on a lot of record and, further provided that four thousand (4,000) square feet be allocated per mobile home in addition to the minimum lot area required for other dwelling units on the lot.
3. Mobile home parks, provided such parks meet all current rules and regulations established by the South Carolina Department of Health and Environmental Control and any other such city ordinances that may be applicable (see section 6-5.2). All plans must be submitted to the director of planning and management and the public works director for approval. Campers

and RVs shall not be permitted in the R-3 district or mobile home parks as occupied dwelling units except as legal nonconforming uses. They may be stored on site as accessory uses in keeping with the provisions of article IV, section 4-8(a)2.

(b) *Conditional uses:* The following uses shall be permitted in any R-3 zoning district subject to the stated conditions:

1. All conditional uses permitted in the R-1 zoning district as shown in section 5-1(b) providing the applicable conditions are met.
2. Town row or patio houses provided that all conditions of subsection 5-2(c) are met as determined by the zoning administrator.

(c) *Special requirements for individual mobile homes:* Mobile homes established after the effective date of this ordinance and mobile homes existing on the effective date of this ordinance, including the relocation and replacement thereof shall:

1. Be installed in accord with the installation requirements of section 19-425.43 of the South Carolina Manufactured Housing Board Regulations;
2. Be under-skirted around the entire home with brick, masonry, vinyl, treated wood, painted or stained, or similar material designed and manufactured for permanent outdoor installation;
3. Have installed or constructed and attached firmly to the mobile home and anchored securely to the ground, stairs, porches, entrance platforms, ramps or other means of entrance and exit to the mobile home in accord with applicable building codes;
4. Have all moving or towing apparatus removed or concealed with skirting, including hitch, wheels and axles;
5. Not be joined, affixed or in any way combined with another mobile home unless such units are fully enclosed by common exterior siding completely encircling said units, together with a unified roof, approved by the city building official or his/her designee;
6. Mobile homes in existence on the effective date of this ordinance shall within six (6) months of such date be brought into compliance with the requirements of this section, or be declared by the zoning administrator, chief building official, or other designee, to be in violation of the provisions herein, subject to penalties as provided in section 7-4.

[d.] *Site design requirements:* The establishment and operation of manufactured home parks in North Charleston shall comply with the following design and development standards:

1. The park site shall be not less than three (3) acres, and have not less than two hundred (200) feet frontage on a public dedicated and maintained street or road.
2. The park shall be served by public water and sewer systems, a system of storm drainage, and refuse disposal facilities, plans of which shall be approved by local DHEC officials.
3.

Each dwelling space shall abut an all-weather and surface driveway which shall not be less than eighteen (18) feet in width, and which shall have unobstructed access to a public street.

4. The bylaws or covenants of any homeowners association or other similar group maintenance agreement shall be placed on file with the city building department.
5. All on-site roadway intersections shall be provided with a street light, and interior lights shall be provided at not less than four hundred-foot intervals. All exterior lighting shall be of the full cut-off type not exceeding eighteen (18) feet in height.
6. Each individual home site shall be at least twenty-five (25) feet from any other homesite and at least twenty-five (25) feet from the right-of-way of any street or drive providing common circulation.
7. Not less than twenty (20) per cent of the park site shall be set and developed for common open space and recreation usage. See section 6-15.
8. Space numbers: Permanent space numbers shall be provided on each mobile home space and shall be located so as to be visible from the street or driveway. Signs identifying space locations shall be provided at each street or driveway intersection.
9. No mobile or manufactured home space shall have direct access to a public street, but shall instead access an internal driveway system.
10. The maximum number of mobile home or manufactured home spaces shall not exceed seven (7) per acre.
11. Two (2) parking spaces shall be provided for each designated mobile or manufactured home space. Two (2) parking spaces shall be provided for each designated mobile or manufactured home space or in community parking areas.
12. In the development of a park, existing trees and other natural site features shall be preserved to the extent feasible.
13. A Type B buffer shall be provided on the perimeter of the park.
14. License required, revocation: A business license shall be requisite to the opening or operation of a mobile or manufactured home park and shall be subject to annual renewal. License revocation proceedings may be initiated at the request of the zoning administrator in accord with the City of North Charleston's standard procedures.
15. Site plan required: A site plan showing the above required data, and in all other respects meeting the minimum requirements for a building permit shall accompany all applications to establish a mobile or manufactured home park.

(Ord. No. 1985-17, 3-28-85; Ord. No. 1989-19, 3-9-89; Ord. No. 1997-13A, 2-27-97; Ord. No. 1998-99, 12-11-98; Ord. No. 2007-47, 6-28-07; Ord. No. 2009-68, 11-24-09; Ord. No. 2022-009, Exh. A, 1-27-2022)

Section 5-2.2. - Reserved.

Editor's note— Ord. No. 2021-009, Exh. A, adopted Feb. 25, 2021, repealed § 5-2.2, which pertained to OD, Office district, and derived from Ord. No. 2009-47, 9-24-2009; and Ord. No. 2020-050, Exh. A, 10-22-2020.

Section 5-3. - ON, Neighborhood office district:

It is the intent of the ON zoning district to provide small-scale office services that can support and benefit a residential community in a seamless and unintrusive way that builds on a neighborhood's character.

(a) *Permitted uses:* The following uses shall be permitted in the ON zoning district:

1. Business and professional offices such as lawyers, accountants, engineers, architects, advertising agencies, real estate agents, physicians, dentists and hair stylists.
2. All uses permitted in R-1 zoning districts.

(b) *Conditional uses:*

1. All conditional uses permitted in R-1 zoning districts as shown in section 5-1(b), providing the applicable conditions are met.
2. Artist and photographic studios provided that:
   a. Retail activity shall be permitted accessory to the artist studio.
   b. The studio may not exceed three thousand five hundred (3,500) square feet in area.

(Ord. No. 1991-16, § 5-9-91; Ord. No. 2000-031, 6-22-00; Ord. No. 2004-09, 1-22-04; Ord. No. 2020-007, Exh. A, 1-23-2020; Ord. No. 2021-009, Exh. A, 2-25-2021)

Section 5-3.1. - B-1, Limited business district:

It is the intent of the B-1 zoning district to encourage the formation and continuance of quiet and uncongested neighborhood-scale commercial nodes and corridors, providing compatible professional business offices together with certain residential and neighborhood commercial uses that fulfill the daily needs of the surrounding residents and which will not adversely affect but enhance quality of life in adjacent residential areas by creating an appropriate transition from medium-density commercial into lower-density residential areas.

(a) *Permitted uses:* The following uses shall be permitted in the B-1 zoning district:

1. All uses permitted in the neighborhood office (ON) and the single-family residential zoning district (R-1).
2. Establishments providing certain convenience items and services to the public such as:
   a. Barber shops, beauty shops, nail shops and tanning salons;
   b. Flower shops, card shops, gift shops, video stores, tobacco shops, bait/tackle shops, news-stands and magazine stands;
   c. Laundromats and dry cleaning pickup stations;

d. Telephone stores, cable TV service stores, internet cafes;

e. Grocery stores, convenience stores, pharmacies, health food stores, confectioneries, bakeries, pretzel or cookie shops, where products are sold predominantly at retail;

f. Clothing/shoe stores.

3. Establishments of a business character providing services of a specialized nature to individuals or other businesses, such as:

a. Copying/printing services;

b. Post offices, mailing/delivery services;

c. Film development establishments;

d. Bicycle repair;

e. Watch, clock and jewelry repair services.

4. Social, cultural and health facilities, including:

a. Public and private kindergarten, elementary or secondary schools;

b. Adult and child daycare;

c. Specialized training schools such as martial arts, yoga, and dance studios;

d. Libraries and museums;

e. Health clubs and fitness centers;

f. Cemeteries;

g. Places of worship;

h. Public recreational facilities;

i. Hospitals and medical clinics;

j. Professional, civic, and cultural associations/organizations;

k. Nursing homes and assisted-living facilities;

l. Veterinary services and pet grooming businesses;

m. Artist and photographic studios and art galleries.

5. Business and professional offices, such as:

a. Legal services such as lawyer's offices, paralegal services and stenographers;

b. Government offices;

c. Engineering, architecture, planning, and surveying services;

d. Financial services such as banks, credit unions, savings and loan companies, mortgage companies, investment counseling, accountants, and appraisers;

e. Marketing services such as advertising companies, opinion poll companies, telemarketing companies;

f. Insurance companies;

g. Real estate offices such as realtors, property managers, and leasing offices.

(b) *Conditional uses:* The following uses shall be permitted on a conditional basis in any B-1 zoning district, subject to the stated conditions:

1. Administrative offices of construction firms provided that no trucks, heavy commercial vehicles, equipment, or materials are stored on-site.
2. All conditional uses permitted in the R-1 zoning district subject to the conditions stated therein.
3. Eating establishments, provided there are no drive-through windows.
4. Full-service restaurants provided that:
   a. The establishments do not operate during hours when meals are not being served,
   b. The establishments do not offer catered events;
   c. No "cover" or similar admission charge is collected for entrance;
   d. Music, whether live or recorded, or indoor or outdoor, is not in violation of the city noise ordinance at section 13-126:
   e. If located within five hundred (500) feet of a residentially used or zoned parcel, the establishments close by 10:00 p.m.; and
   f. There are no drive-through windows.
5. Up to four (4) multi-family dwelling units provided that: (a) the units are located over commercial uses and (b) parcel is not located within the Dorchester Road Corridor I, Dorchester Road Corridor II, the University Boulevard, or the Ladson Road overlay districts.
6. Retail establishments for the sale of furniture, home furnishings, bicycles, or antiques, provided that (a) the establishment does not exceed three thousand (3,000) square feet in size and (b) no more than twenty-five (25) per cent of the total floor area is used for storage/stock rooms.
7. Recording studios, provided the building is sound proofed and no noise emanates into adjoining units or properties.
8. Parking lots as a principal use provided that no parking spaces designed or designated for semi-tractor-trailers are included.

(Ord. No. 1990-34, 6-28-90; Ord. No. 1991-16, 5-9-91; Ord. No. 1995-5, 3-7-95; Ord. No. 2002-003, 1-10-02; Ord. No. 2002-087, 11-26-02; Ord. No. 2003-016, 2-27-03; Ord. No. 2009-49, 9-24-09; Ord. No. 2020-007, Exh. A, 1-23-2020; Ord. No. 2021-009, Exh. A, 2-25-2021)

Section 5-3.2. - Reserved.

Editor's note— Ord. No. 2021-009, Exh. A, adopted Feb. 25, 2021, repealed § 5-3.2, which pertained to B-1A, Limited business district, and derived from Ord. No. 1996-42, 8-22-1996; and Ord. No. 2009-49, 9-24-2009.

Section 5-3.3. - Reserved.

Editor's note— Ord. No. 1999-5, adopted Jan. 28, 1999, repealed §§ 5-3.3 and 5-3.4 in their entirety. Formerly, §§ 5-3.3 and 5-3.4 pertained to the B-1B, limited business district and the B-1C, limited business district and derived from Ord. No. 1996-42, adopted Aug. 22, 1996.

Section 5-3.4. - Reserved.

Note— See the editor's note following § 5-3.3.

Section 5-4. - B-2, General business district:

The B-2 zoning district is established to provide the appropriate land reserved for general business purposes with particular consideration for general commercial development that supports city-wide as well as regional commerce located along major arterial corridors. The regulations that apply within this district are designed to encourage the formation and continuance of a compatible and economically healthy environment for business, financial, and professional service uses which benefit from being in close proximity to each other. The mixing and stacking of uses shall be encouraged to foster an urban environment with dense, walkable nodes along the city's commercial corridors as designated on the future land use map:

(a) *Permitted uses:* The following uses shall be permitted in the B-2 zoning district:

1. All uses permitted in the R-1 and B-1 zoning districts;
2. All uses permitted in the R-2 zoning district shall also be permitted in all B-2 zoned areas except for B-2 locations within the Dorchester Road Corridor I (Upper Dorchester), Dorchester Corridor II (Middle Corridor), the University Boulevard and the Ladson Road overlay districts;
3. Temporary or transient lodging such as: hotels, motels, inns, hostels, missions, homeless shelters, or other shelters (provided, however, that missions, homeless shelters or other like facilities shall not be permitted in an area determined by city council, pursuant to ordinance and state law including the South Carolina Community Development Law and the South Carolina Tax Increment Finance Law, to be a blighted or conservation area);
4. Establishments selling commodities and small quantities to the consumer, usually low bulk comparison items including department stores and stores selling general and variety merchandise;
5. Establishments selling primarily one-stop shopping items, usually high bulk, such as appliances, radios, televisions, floor coverings, furniture, home furnishings, antiques, auto accessories, oil change and tire repair shops, hardware, paint, wallpaper, auction items, office machines, second hand items, bicycles, beverages, guns, light fixtures and general equipment;

6. Establishments of a business character providing maintenance, installation, or repair of specialized equipment to individuals or other businesses, such as office equipment repair, locksmiths, shoe repair, re-upholstering, and furniture repair;
7. Transit stops or terminals, including: bus stations, rail stations and taxi stands;
8. Eating establishments;
9. Studios for artists and craftsmen, such as glass working shops, ornamental iron workshops, and handcrafted furniture shops;
10. Indoor commercial recreation facilities, such as: theaters, billiards, bowling alleys, and skating rinks;
11. Funeral homes;
12. Certain communications facilities limited to:
    a. Newspaper offices;
    b. Broadcasting studios; and
    c. Telephone or telegraph offices.
13. Call centers;
14. Catering or commercial kitchens used for the preparation of food to be sold and consumed elsewhere.

(b) *Conditional uses:* The following uses shall be permitted in any B-2 zoning district subject to the stated conditions:

1. Storage garages or lockers for lease to individuals or groups provided that:
    a. Any accessory open areas for storage of recreational vehicles, boats, work trailers, cars, and the like meets the following conditions:
        i. The open area is located behind the principal structure; and
        ii. The open area is screened by an eight (8) foot opaque privacy fence or wall; and
    b. Each storage unit does not exceed three hundred (300) square feet in area.
2. Outdoor commercial recreation facilities such as:
    a. Carnivals and circuses provided that no portion of a building, amusement device or ride, parking, or any other appurtenance affiliated with the carnival or circus may be located within one thousand (1,000) feet of a residential zoning district, excluding those hosted by the city on recreational facilities. Hours of operation must be limited to 9:00 a.m. to 10:00 p.m. Sunday through Thursday and 9:00 a.m. to 12:00 a.m. Friday and Saturday. In addition to meeting the current building code requirements for handicap bathroom facilities, the carnival or circus must also meet all other requirements of the zoning district that the use is operating in, i.e., setbacks, screening, etc.
    b.

Other outdoor commercial recreation facilities such as paintball, go-karts, etc., subject to the following conditions:

a. The hours of operation shall be limited to 8:00 a.m. to 11:00 p.m. when adjacent to residentially used property;
b. Noise-generating activities shall be oriented away from residential areas;
c. Where such uses are located adjacent to residential properties, a twenty-foot setback and a full eight-foot masonry wall shall be required.

3. Car washes provided that:
   a. Side and rear buffers of the type B variety are provided unless adjoined by commercial or industrial uses;
   b. A front setback of twenty-five (25) feet is provided;
   c. Side and rear setbacks: twenty-five (25) feet; and
   d. Car wash bays shall be oriented not to front on the adjacent right-of-way, except for corner lots, where service bays shall be oriented toward the less-travelled right-of-way.
4. Highway-oriented uses, including gas stations and related convenience stores including a one-bay car wash; auto repair establishments, tire retreading establishments, paint and body shops; car and truck rentals; and establishments selling used and new cars, motorcycles, boats, trailers, recreational vehicles, manufactured homes, and farm and industrial equipment; provided that:
   a. Side and rear buffers of the type B variety are provided. Such buffers shall be required unless adjoined by commercial or industrial uses.
   b. Highway-oriented uses are not within the Dorchester Road Corridor I and II and the University Boulevard overlay districts. Existing gas stations and related convenience stores operating as legal, but nonconforming, uses within these overlay districts are exempt from the provisions of section 4-5(a)(2).
   c. For new construction, including building additions, service and car wash bays shall be oriented not to front on the adjacent right-of-way, except for corner lots, where service bays shall be oriented toward the less-travelled right-of-way.
   d. There is no open storage of junk or salvage material, including cars awaiting repair for periods greater than seventy-two (72) hours and which are incapable of self propulsion. Any car being repaired which is not capable of self propulsion may not be stored on the premises for a period greater than seventy-two (72) hours.
   e. Storage of materials, including tires, must occur behind an eight (8) foot privacy fence to the side or rear of the building. Parking areas for parking and/or storage of Class 1 and Class 2 vehicles is not subject to this requirement.
   f.

Car and truck rentals, including related support facilities, such as facilities at which processing, cleaning, maintaining, and temporary storing of rental cars occurs, which are located within a one and one-half (1½) mile radius from Charleston International Airport are exempt from 5-4(b)4(b) above.

g. Pumps and fueling islands for Class V vehicles, both as a primary use and accessory to gas stations and convenience stores, are prohibited along Mixed Use Corridors identified in the Comprehensive Plan.

5. Parking lots as a principal use provided that no parking spaces designed or designated for semi-tractor-trailers or boat storage are included.
6. Full-service restaurants, bars, and hookah and cigar lounges, provided that:
   a. No "cover" or similar admission charge is collected for entrance;
   b. No music is permitted in outdoor seating and/or outdoor bar areas after 11:00 p.m.; and
   c. Music, whether live or recorded, or indoor or outdoor, is not in violation of the city noise ordinance at section 13-126.
7. Dance halls, banquet or rental halls and venues, clubs, music halls and any similar establishment, subject to the following conditions:
   a. Establishments less than three thousand (3,000) square feet:
      i. Uses established after the effective date of this section, must be located two hundred fifty (250) feet or more away from a church, school or residential use or parcel zoned for such use. For purposes of this section distance shall be measured "as the crow flies" from the walls of the business to the closest point along the property line devoted to, or zoned as, a church, school or residential use; provided however, that such uses located in the same building as the establishment shall not be considered when calculating separation;
      ii. Interior soundproofing is required;
      iii. No music is permitted in outdoor seating and/or outdoor bar areas after 11:00 p.m.; and
      iv. Music, whether live or recorded, or indoor or outdoor, is not in violation of the city noise ordinance at section 13-126.
   b. Establishments of three thousand (3,000) square feet or more:
      i. Uses established after the effective date of this section must be located five hundred (500) feet away from a church, school or residential use or parcel zoned for such use. For purposes of this section distance shall be measured "as the crow flies" from the walls of the business to the closest point along the property line devoted to, or zoned as, a church, school or residential use; provided however, that such uses located in the same building as the establishment shall not be considered when calculating separation;

ii. Interior soundproofing is required;

iii. No music is permitted in outdoor seating and/or outdoor bar areas after 11:00 p.m.; and

iv. Music, whether live or recorded, or indoor or outdoor, is not in violation of the city noise ordinance at section 13-126.

8. Micro-breweries and small-scale distilleries, subject to the following conditions:
   a. No noxious odors or noise may escape the parcel on which the use is situated;
   b. A tasting room is provided;
   c. Food is served;
   d. No "cover" or similar admission charge is collected for entrance;
   e. No music is permitted in outdoor seating and bar areas after 11:00 p.m.; and
   f. Music, whether live or recorded, or indoor or outdoor, is not in violation of the city noise ordinance at section 13-126.
9. Pet daycare businesses, provided that: (a) there are no overnight stays and (b) there are no residentially used parcels within five hundred (500) feet of the subject parcel.
10. Pharmaceutical manufacturing; construction contractors; and flex facilities containing a combination of office and any one or more of the following uses: warehouse, distribution, and/or showroom facilities; are permitted subject to the following conditions:
    a. The warehouse shall be no more than seven thousand five hundred (7,500) square feet and the warehouse space must be fully contained in the same building as the principal use.
    b. The total warehouse space shall not exceed seventy-five (75) per cent of the combined gross floor area of the warehouse space and the office use.
    c. The warehouse space, loading docks or zones, and any roll up doors shall not be oriented to the front elevation and/or adjacent right-of-way. Additionally, no loading docks or zones shall be oriented toward adjacent single-family use or zoning.
    d. There shall be no outdoor storage areas associated with the use. Parking of company vehicles (up to Class IV vehicle and no heavy construction equipment) shall be located in the rear of the property, screened by an eight (8) foot opaque fence or wall.
    e. A Type C buffer shall be provided adjacent to single-family use or zoning.
    f. No new building elevation constructed of unadorned concrete masonry units or corrugated and/or sheet metal shall front upon any existing public or private rights-of-way.

(c)

Savings clause: After the effective date of this act, all laws repealed or amended by this act must be taken and treated as remaining in full force and effect for the purpose of sustaining any pending or vested right, civil action, special proceeding, criminal prosecution, or appeal existing as of the effective date of this act and for the enforcement of rights, duties, penalties, forfeitures, and liabilities as they stood under the repealed or amended laws.

(Ord. No. 1987-19, 4-9-87; Ord. No. 1990-34, 6-28-90; Ord. No. 1992-47, 11-5-92; Ord. No. 1993-7, 3-11-93; Ord. No. 1993-8, 3-25-93; Ord. No. 1998-72, 8-13-98; Ord. No. 2002-38, 5-23-02; Ord. No. 2002-39, 5-23-02; Ord. No. 2002-079, 10-24-02; Ord. No. 2002-090, 11-26-02; Ord. No. 2007-61, 8-23-07; Ord. No. 2009-49, 9-24-09; Ord. No. 2012-041, 9-27-2012; Ord. No. 2014-055, 9-25-2014; Ord. No. 2016-008, 2-25-2016; Ord. No. 2018-064, 10-25-2018; Ord. No. 2020-050, Exh. A, 10-22-2020; Ord. No. 2021-009, Exh. A, 2-25-2021; Ord. No. 2021-077, Exh. A, 11-23-2021; Ord. No. 2022-020, Exh. A, 3-24-2022; Ord. No. 2022-056, Exh. A, 10-27-2022)

Section 5-4.1. - Reserved.

Editor's note— Ord. No. 2021-009, Exh. A, adopted Feb. 25, 2021, repealed § 5-4.1, which pertained to B-3, Commercial, recreation and highway oriented uses, and derived from Ord. No. 1998-70, 8-13-1998; Ord. No. 1999-1, 1-14-1999; Ord. No. 2009-49, 9-24-2009.

Section 5-4.2. - CRD, Commercial redevelopment district:

Is the intent of this section that the commercial redevelopment zoning district be established and appropriate land reserved for locally and regionally-serving commercial retail, entertainment, civic, and public uses, as well as a variety of urban housing choices. The regulations which apply within this district are designed to encourage the formation and continuance of a compatible and economically healthy environment for business uses which benefit from being in close proximity to each other. The mixing and stacking of uses shall be encouraged to foster dense and walkable nodes adjacent to higher density commercial development such as shopping malls, commercial amusements, or similar compatible gathering places:

(a) *Permitted uses:* The following uses shall be permitted in the CRD zoning district:

1. Airports, helicopters, helipads;
2. Amusements, commercial;
3. Art galleries;
4. Arts and crafts production;
5. Athletic clubs, gymnasiums, fitness centers;
6. Auditoriums, stadiums, armories, coliseums;
7. Automated teller machines (ATMs);
8. Bakeries, retail;
9. Bakeries, wholesale;
10. Banks, savings and loans associations, and credit unions;

11. Barbershops;
12. Beauty shops;
13. Bed and breakfasts;
14. Beverage stores;
15. Broadcast studios;
16. Churches, temples, synagogues, or other places of worship;
17. Clubs, lodges;
18. Day care;
19. Dental laboratories;
20. Dwellings, multi-family;
21. Dwellings, single-family attached;
22. Eating establishments, including outdoor cafes and excluding drive-ins and drive-up service except in shopping centers;
23. Exhibition buildings, convention centers;
24. Financial services;
25. Fire stations;
26. Golf courses, private or public;
27. Golf course, driving ranges;
28. Golf courses; miniature;
29. Health, welfare facilities;
30. Hotels;
31. Laboratory, analysis or experimental;
32. Laundries, dry cleaners, laundromats;
33. Libraries;
34. Medical laboratories;
35. Museums;
36. Offices, business and professional;
37. Optometric laboratories;
38. Performing arts center;
39. Pharmaceutical, manufacturing;
40. Pharmaceutical, retail sales;
41. Police stations;
42. Postal facilities, general;

43. Printing and binding;
44. Schools, college;
45. Schools, primary and secondary;
46. Schools, professional;
47. Sidewalk vendors of a permanent and temporary nature as regulated by the city;
48. Skating rinks;
49. Stores, shops—Retail;
50. Studios for artists and craftsman;
51. Taverns, micro-breweries and small-scale distilleries;
52. Terminals—Bus, taxi, train;
53. Theaters;
54. Transmission facilities;
55. Veterinarian hospital;
56. Wholesale sales;
57. Visitor's center.

(b) *Conditional uses:* The following uses shall be permitted in any CRD zoning district subject to the stated conditions:

1. Off-street parking as a principal use for providing for public parking, private parking or parking in conjunction with other permitted uses provided that surface parking meets all setback, yard and other requirements;
2. Private parking structures fronting on a public right-of-way as a principal use providing for public parking, private parking in conjunction with other permitted uses provided that surface parking meets all setback, yard and other requirements and the following landscaping requirements:
   (i) *Ground floor uses:* Must have at least seventy-five (75) per cent of the ground floor frontage along a street or designated pedestrian way consisting of active uses other than parking, such as offices, retailing, services and entertainment.
   (ii) *Exterior surface:*
      a. Any blank façades along the street frontage may not exceed fifteen (15) feet in length.
      b. The exterior surface materials and structures of the garage must be compatible with the main structure.
      c. Façade length and height must be limited so as not to create large blank walls without the benefit of architectural relief and landscaping.
      d.

Incorporate, at a minimum, an equal portion of vertical and horizontal architectural elements.

e. Replicate the regular window pattern and other architectural elements of adjacent buildings.

f. Incorporate art or architectural detail into the structure's façade in order to maintain an active and interesting streetscape.

(iii) *Entrances and exits:* The location of parking structure entrances and exits must be planned so as to have the least impact on residential streets, busy intersections and pedestrian areas.

3. Automobile service stations, gas stations, and car washes, provided that:

(i) All pumps are set back at least twenty (20) feet from the right-of-way line of any public street. If the pumps and service bays are located in the rear of a building, the front setback may be reduced to ten (10) feet;

(ii) Operations involving major repairs or paint and body work are not conducted on the premises;

(iii) In computing setbacks and other dimensional requirements for such uses, the area under any canopy shall be considered as a part of the building housing the principal use;

(iv) Service and car wash bays shall be oriented not to front on the adjacent right-of-way, except for corner lots, where service bays shall be oriented toward the less-travelled right-of-way.

(v) There is no open storage of junk or salvage material, including cars awaiting repair for periods greater than seventy-two (72) hours and which are incapable of self propulsion. Any car being repaired which is not capable of self propulsion may not be stored on the premises for a period greater than seventy-two (72) hours.

(vi) Storage of materials, including tires, must occur behind an eight-foot privacy fence to the side or rear of the building.

4. Warehouse space ancillary to a principal office or retail use provided that:

(i) The warehouse space must be fully contained in the same building as the principal use.

(ii) The total warehouse space shall not exceed seventy-five (75) per cent of the combined gross floor area of the warehouse space and the principal use.

(iii) The warehouse space and loading docks or zones shall not be visible from the first floor front elevation and/or adjacent rights-of-way.

5. Car rental facilities, subject to the following requirements:

(i) No on-premises car sales may occur.

(ii) No on-premises repair work may be performed.

(iii)

Ancillary fueling pumps or other automotive facilities shall be screened so as not to be visible from the streets bounding the site.

(iv) Such facilities may not be located within five hundred (500) feet of the area bounded by I-526, I-26 and West Montague Avenue.

6. Clubs and events centers provided that when located within two hundred fifty (250) feet of a residentially zoned or used parcel:

a) Interior sound-proofing. For purposes of this section, the distance shall be measured "as crow flies" from the walls of the business to the closest point along the property line devoted to the residential zoned or used property;

b) No music is permitted in outdoor seating and/or outdoor bar areas after 11:00 p.m.; and

c) Music, whether live or recorded, or indoor or outdoor, is not in violation of the city noise ordinance at section 13-126.

(Ord. No. 1995-8, 3-23-95; Ord. No. 1998-29, 3-26-98; Ord. No. 1998-71, 8-13-98; Ord. No. 2010-085, 12-21-2010; Ord. No. 2015-031, 8-27-2015; Ord. No. 2021-009, Exh. A, 2-25-2021; Ord. No. 2022-040, Exh. A, 6-23-2022)

Section 5-4.3. - NBRD, Navy Base Redevelopment District:

Is the intent of this section that the Navy Base Redevelopment district be established to facilitate the redevelopment of the former navy base and establish a mixed-use urban area that will provide office, retail, entertainment, civic, and public uses, as well as a variety of urban housing choices for the region. This zoning district is appropriate for the parcels comprising the former Charleston Naval Base.

(a) *Permitted uses:* All uses shall be permitted in the NBRD, other than those specified in section 5-4.3(c).

(b) *Conditional uses:* The following uses shall be permitted in any NBRD zoning district subject to the stated conditions:

1. Off-street parking as a principal use for providing for public parking, private parking or parking in conjunction with other permitted uses provided that surface parking meets all setback requirements;

2. Private parking structures subject to the stated conditions:

(i) *Active uses:* Private parking garages must satisfy one of the following conditions:

a. At least seventy-five (75) per cent of the ground floor frontage along a street or designated pedestrian way consisting of active uses other than parking, such as offices, hotel, multi-family units, retailing, services and entertainment; or

b. A minimum of two (2) floors of multi-family residential units are provided for each garage level located below the residential floors.

(ii) *Exterior surface:*

a. The exterior surface materials and structures of the garage must be compatible with the main structure.

b. Façade length and height must be limited so as not to create large blank walls without the benefit of architectural relief and landscaping. No more than twenty-five (25) per cent of the structure shall be unadorned. Internal parking structures built as initial phase prior to liner buildings will be required to have green walls or buffer landscaping until later phases are implemented.

c. Incorporate, at a minimum, an equal portion of vertical and horizontal architectural elements.

d. Incorporate art or architectural detail into the structure's façade in order to maintain an active and interesting streetscape.

(iii) *Entrances and exits:* The location of parking structure entrances and exits must be planned so as to have the least impact on residential streets, busy intersections and pedestrian areas.

3. Pharmaceutical manufacturing; construction contractors; and flex facilities containing a combination of office and any one or more of the following uses: warehouse, distribution, and/or showroom facilities; are permitted subject to the following conditions:

(i) The warehouse shall be no more than seven thousand five hundred (7,500) square feet and the warehouse space must be fully contained in the same building as the principal use.

(ii) The total warehouse space shall not exceed seventy-five (75) per cent of the combined gross floor area of the warehouse space and the office use.

(iii) The warehouse space, loading docks or zones, and any roll up doors shall not be oriented to the front elevation and/or adjacent right-of-way. Additionally, no loading docks or zones shall be oriented toward adjacent single-family use or zoning.

(iv) There shall be no outdoor storage areas associated with the use. Parking of company vehicles (up to Class IV vehicle and no heavy construction equipment) shall be located in the rear of the property, screened by an eight-foot opaque fence or wall.

(v) No new building elevation constructed of unadorned concrete masonry units or corrugated and/or sheet metal shall front upon any existing public or private rights-of-way.

4. Drive-thrus: Drive-thrus shall be out of the viewshed from the public right-of-way; and vehicle queuing and circulation shall not impact the pedestrian realm.

(c) *Prohibited uses:*

1.

Establishments engaged in the construction, repair or demolition of buildings, streets, water and sewer systems, bridges and similar construction; such as building, electrical, heating, air conditioning, heavy construction, paving and earth moving operations;

2. Highway oriented uses, including car washes, gas stations, auto repair establishments (including boat and truck repair), tire retreading establishments, paint and body shops, and establishments selling used and new cars, motorcycles, boats, trailers, recreational vehicles, manufactured homes, farm and industrial equipment, and car and truck rentals;
3. Dwellings, single-family;
4. Manufactured homes and parks;
5. Fireworks sales facilities;
6. Crematoria;
7. Boat/RV storage lots;
8. Freight terminals and depots, container storage, storage for portable temporary storage units;
9. Tow yards;
10. Bulk storage of petroleum or any products thereof;
11. Transportation facilities incidental to and required for such uses including railroad yards and docks;
12. Open storage of junk or salvage materials or processing or recycling of such materials;
13. Open storage or processing of solid bulk materials, such as gravel, crushed stone, and sand;
14. Sexually-oriented businesses;
15. Any industrial use, plus operations incidental to such use, which involves manufacturing, processing, and/or assembly which is likely to emit or cause any noise, vibration, smoke, gas, fumes, odor, dust, fire hazard, dangerous radiation or other injurious or obnoxious conditions sufficient to be likely to create a nuisance beyond the premises.

(Ord. No. 2023-010, Exh. A, 2-23-2023)

Section 5-5. - M-1, Light industrial district:

It is the intent of the M-1 zoning district to provide areas for commercial, warehousing, transportation, and certain light manufacturing activities that provide the backbone for economic development and job creation and are appropriate along established transportation corridors with separation and buffering from residential areas.

(a) *Permitted uses:* The following uses shall be permitted in the M-1 zoning district:

1.

Establishments engaged in the construction, repair or demolition of buildings, streets, water and sewer systems, bridges and similar construction; such as building, electrical, heating, air conditioning, heavy construction, paving and earth moving operations.

2. Service-oriented establishments supplying other businesses, industries or individuals, such as laundry and dry cleaning plants, linen supply plants, carpentry shops, bakeries, machine shops, cabinet and metal shops, welding shops, and moving companies.
3. Car wash.
4. Highway oriented uses, including gas stations, auto, truck (Class V and above), and boat repair establishments, tire retreading establishments, paint and body shops, and establishments selling used and new cars, motorcycles, boats, trailers, recreational vehicles, manufactured homes, farm and industrial equipment, and car and truck rentals.
5. Uses permitted in the B-2 zoning district, excluding single-family dwellings, multi-dwellings, townhomes or row houses, manufactured homes and manufactured home parks.
6. Fireworks sales facilities.
7. Crematoria.
8. Parking lots and boat/RVs storage lots.
9. Commercial pet kennels and pet daycare businesses.
10. Solar farms, including accessory structures, operational facilities, and utilities.
11. Wholesale sales of building and construction materials.

(b) *Conditional uses:* The following uses shall be permitted on a conditional basis in any M-1 zoning district, subject to the stated conditions:

1. Warehouse or other storage facility, provided that there is no open storage of junk or salvage materials nor bulk storage of Class I or Class II combustible liquids as classified by the National Fire Protection Association for wholesale distribution.
2. Any industrial use, plus operations incidental to such use, which involves manufacturing, processing, and/or assembly, provided that any noise, vibration, smoke, gas, fumes, odor, dust, fire hazard, dangerous radiation or other injurious or obnoxious conditions related to the operation are not sufficient to be likely to create a nuisance beyond the premises. Further provided that uses involving the processing of solid bulk materials shall not be allowed in the M-1, light industrial zoning district.
3. Freight terminals and depots, including drop yards, provided that:
   A. Shipping containers shall not be unmounted ("grounded"); and
   B. Neither shipping containers nor chassis shall be stacked; and
   C. The use is located on a parcel of not less than one (1) acre; and
   D. None of the adjacent parcels are zoned or used for residential development; and

E. Truck parking and container storage areas shall be located outside of the required building setbacks; and

F. Areas of the parcel on which truck/trailer/chassis/container parking occur shall be screened by an eight (8) foot opaque fence or wall in addition to any other buffering or screening requirements set forth elsewhere in this appendix, provided, however, that the provisions required herein shall be waived along boundaries where the parcel adjoins another parcel with like zoning. Retroactive installation of the screening described herein shall not be required where a parking area has been lawfully established without the need for the buffering/screening described herein and a subsequent change in zoning/use occurs with respect to an adjoining parcel.

G. A site plan has been submitted to and approved by the planning and zoning department showing:

i. The size of the subject parcel;

ii. The area(s) to be used for container storage, including setbacks from property lines; and

iii. The specifications for the opaque screening present and/or to be provided.

This sub-section does not authorize the use of shipping containers or trailers as storage units which shall instead be governed by section 4-8(e).

4. Yards for the storage of portable temporary storage units, as defined in section 4-20, provided that units may be stacked no more than two (2) high, except within one thousand (1,000) feet of residentially zoned or used properties, where no stacking may occur.

5. Tattoo parlors, provided that such uses shall not be established within one thousand (1,000) feet of:

a. The property line of a lot devoted to use by a church or other place of worship;

b. A boundary line of any residential district or residential use;

c. The property line of a public park adjacent to any residential district or any public or private elementary or secondary school;

d. The property line of a lot devoted to residential use; or

e. The property line of a lot devoted to academic, extracurricular, or recreational use by a public or private elementary or secondary school.

For the purpose of this section, measurement shall be made in a straight line, without regard to intervening structures or objects, from the nearest portion of the building or structure used as a part of the premises where a tattoo parlor business is conducted, to the nearest property line of the premises of a church or public or private elementary or secondary school, or to the nearest boundary of an affected public park, residential district, or residential lot.

A tattoo parlor lawfully operating as a conforming use is not rendered a nonconforming use by the location, subsequent to the grant or renewal of the tattoo parlor business permit and/or license, of a church, school, public park, residential district or a residential lot within one thousand (1,000) feet of the tattoo parlor business. This provision applies only to the renewal of a valid business license, and does not apply when an application for a business license is submitted after a business license has expired or has been revoked.

6. Sexually oriented businesses as per the conditions established in section 4-14.
7. Tow yards, provided:
    a. That such uses are enclosed and separated from any adjoining uses or public or private rights-of-way, excluding points of ingress or egress, by a fence or wall at least eight (8) feet in height and screened with vegetative material sufficient to conceal all such uses from public view; and
    b. The conditions of subsection 9-67(4)(b)(i) of the City Code are met.
8. Carnivals and circuses, full-service restaurants, dance halls, banquet or rental halls and venues, hookah lounges, taverns, clubs, bars, pubs, brew pubs, music halls and any establishment at which more than fifty (50) per cent of gross revenues are generated from the sale of alcoholic beverages, including micro-breweries and small-scale distilleries, all subject to the conditions established in subsection 5-4(b).

(Ord. No. 1986-30, 7-15-86; Ord. No. 1993-28, 9-9-93; Ord. No. 1995-58, 11-21-95; Ord. No. 2001-011, 4-12-01; Ord. No. 2002-051, 7-25-02; Ord. No. 2003-003, 1-23-03; Ord. No. 2004-61, 10-28-04; Ord. No. 2010-013, 2-25-2010; Ord. No. 2010-044, 7-22-2010; Ord. No. 2016-013, 3-24-2016; Ord. No. 2017-034, 5-25-2017; Ord. No. 2021-009, Exh. A, 2-25-2021; Ord. No. 2021-077, Exh. A, 11-23-2021; Ord. No. 2022-040, Exh. A, 6-23-2022)

Section 5-6. - M-2, Heavy industrial district:

It is the intent of the M-2 zoning district to provide areas for commercial, manufacturing, storage, processing, and transportation-related activities in areas with related necessary support facilities and that provide adequate separation from residential neighborhoods and commercial uses:

(a) *Permitted uses:* The following uses shall be permitted in the M-2 zoning district:

1. Uses permitted in the M-1 zoning district other than those identified in section 5-5(a)(5);
2. Industrial uses and processing plants;
3. Bulk storage of petroleum or any products thereof;
4. Transportation facilities incidental to and required for such uses including railroad yards and docks.
5. Dance halls, taverns or clubs, provided that when located within two hundred fifty (250) feet of a residentially zoned or used parcel:

    a)

Interior sound-proofing. For purposes of this section, the distance shall be measured "as crow flies" from the walls of the business to the closest point along the property line devoted to the residential zoned or used property:

b) No music is permitted in outdoor seating and/or outdoor bar areas after 11:00 p.m.; and

c) Music, whether live or recorded, or indoor or outdoor, is not in violation of the city noise ordinance at section 13-126.

(b) *Conditional uses:* The following uses shall be permitted on a conditional basis in any M-2 zoning district subject to the stated conditions:

1. Uses permitted in the B-2 zoning district excluding single-family dwellings, multi-family dwellings, town or row houses, manufactured homes and manufactured home parks. The proposed use and location shall be submitted to the zoning administrator, who shall determine the compatibility based on the proposed use and location of the property.
2. Tow yards, open storage of junk or salvage materials or processing or recycling of such materials, provided that such uses are enclosed and separated from any adjoining uses or public or private rights-of-way, excluding points of ingress or egress, by a fence or wall at least eight (8) feet in height and screened with vegetative material sufficient to conceal all such uses from public view.
3. Unmounted container storage facilities, whether temporary or permanent, under the following conditions:
   A. Facilities with no stacked containers may be established on M-2 zoned parcels so long as the facility complies with the following:
      a. Containers, chassis, trucks or trailers may be placed ten (10) feet from the side and rear property lines where there is no abutting residentially zoned or used properties; otherwise, containers/trailers/trucks/chassis are not permitted within fifty (50) feet of the property line. No parking or placement of trucks, trailers, containers or chassis are permitted within twenty-five (25) feet from any public right-of-way.
      b. Areas of the parcel on which truck/trailer/chassis/container parking occur shall be screened by an eight-foot opaque fence or wall in addition to any other buffering or screening requirements set forth elsewhere in this ordinance, provided, however, that the provisions required herein shall be waived along boundaries where the parcel adjoins another parcel with like zoning. Retroactive installation of the screening described herein shall not be required where a parking area has been lawfully established without the need for the buffering/screening described herein and a subsequent change in zoning/use occurs with respect to an adjoining parcel; and
      c. A site plan has been submitted to and approved by the planning and zoning department showing:

i. The size of the subject parcel;

ii. The area(s) to be used for container storage, including required setbacks from property lines; and

iii. The specifications for the required opaque screening present and/or to be provided.

B. Facilities with stacked containers and yards for the storage of portable temporary storage units, as defined in section 4-20, which include the stacking of such units more than two (2) units high may be established on M-2 zoned parcels only after council, after public notice and hearing, grants approval to a detailed container stacking plan based on findings that:

a. The proposed stacking will not substantially injure the actual or permitted uses of the neighboring or nearby properties;

b. The proposed stacks, except for points of ingress or egress, will be reasonably screened from view. For purposes of this requirement screening shall be accomplished by opaque planting, a berm, a fence, or a wall. Such screening shall in no event be less than eight (8) feet in height above finished grade.

This sub-section is not intended to limit or otherwise regulate the use of shipping containers/trailers as on-site storage in accordance with the provisions of section 4-8(e)(2) or portable storage units with the provisions of section 4-20(c).

4. Uses involving the processing of solid bulk materials, such as gravel, crushed stone, and sand, stored in the open, provided that such uses are enclosed and separated from any adjoining uses or public or private rights-of-way, excluding points of ingress or egress, by a fence or wall at least eight (8) feet in height and screened with vegetative material.

5. Gambling cruise vessels and gambling cruise vessel support activities, provided that the following conditions are met:

a. The dock/pier/wharf for such use is on a privately owned parcel that fronts the Cooper River and is located to the south of the city's Riverfront Park and Base Memorial.

b. The dock, terminal and parking facilities for such uses are located at least one thousand (1,000) feet from any:

(1) Church, synagogue, mosque or other place of organized group worship; and

(2) Any property on which a public or private elementary or secondary school is located.

For the purposes of these gambling cruise regulations, the one thousand (1,000) foot measurement shall be made in a straight line without regard to intervening structures, between the closest part of the dock and/or terminal wall associated with the gambling cruise vessel and the property line of any use listed above.

c. Submittal of a site lighting plan in keeping with the provisions of article IV, section 4-17.

d. Submittal of a site signage plan meeting the requirements of the article VIII, section 8-11.

e. Submittal of a parking and interior circulation plan in keeping with the following:

(1) Off-street parking is provided at a ratio of one (1) space for every fifty (50) square feet of boat floor/deck space.

(2) Adequate parking must be provided separately for each departure. (For example, a boat with one thousand (1,000) square feet of floor/deck space that makes two (2) departures a day would be required to provide forty (40) parking spaces.)

(3) If more than one (1) boat is served from the same facility, parking must be calculated separately for each boat.

(4) Parking may be provided off-site, provided that (a) such off-site location is within two thousand (2,000) feet of the embarkation/debarkation terminal; (b) the applicant has a lease for use of the off-site parking site that features a term equal to the lesser of five (5) years or the length of the lease term (if any) associated with the gambling cruise vessel's dock/wharf/pier facility; (c) termination of the use must cease immediately at any time at which the approved parking facility becomes unavailable or inadequate and operations may not recommence until an alternate parking and interior circulation plan has been approved.

f. Submittal of a buffering and landscaping plan in accordance with city ordinance requirements.

6. Sexually oriented businesses as per the conditions outlined in section 4-14.

(Ord. No. 1990-34, 6-28-90; Ord. No. 1992-37, § 1, 10-8-92; Ord. No. 1995-59, 11-11-95; Ord. No. 2006-49, 7-25-06; Ord. No. 2006-51, 7-25-06; Ord. No. 2010-013, 2-25-2010; Ord. No. 2010-044, 7-22-2010; Ord. No. 2010-071, 10-28-2010; Ord. No. 2017-034, 5-25-2017; Ord. No. 2021-009, Exh. A, 2-25-2021; Ord. No. 2022-040, Exh. A, 6-23-2022; Ord. No. 2023-004, Exh. A, 1-26-2023)

Editor's note— Ord. No. 2010-071, adopted Oct. 28, 2010, set out provisions intended for use as § 5-6(b)2. For purposes of classification, and at the editor's discretion, these provisions have been included as § 5-6(b)5.

Section 5-6.1. - Reserved.

Editor's note— Ord. No. 2014-066, adopted Oct. 23, 2014, repealed § 5-6.1, which pertained to maritime cargo overlay district. See Code Comparative Table for complete derivation.

Section 5-7. - PD, Planned development district:

The planned development district is a special district established by a certain procedure and designated on the official zoning map by boundaries and symbols. Use, area, bulk, height, and other requirements shall be determined by the procedures set forth in this section. It is the intent of this section to encourage flexibility in

the development of land in order to promote its most appropriate use; to improve the design, character, and quality of new development; to facilitate the adequate and economical provision of streets and utilities; and to preserve the natural and scenic features of open areas.

(A) *General conditions:* Any area may be considered for rezoning as a planned development district if any one (1) or more of the following conditions are met:

1. More than one (1) principal land use is proposed for development on a parcel under single or multiple ownership or management.
2. Separate land uses, which would not otherwise be permitted to locate within the same zoning district, are proposed for development on one (1) or more adjacent parcels under single or separate ownership or management.
3. Exceptions or variations to the site, dimensional changes in standards required or other requirements of the zoning ordinance are being sought.

(B) *Specific requirements:* In order to qualify for a planned development district zoning classification, a proposed development must first meet each of the following specific requirements:

1. The site utilized for planned development must contain an area of not less than two (2) acres.
2. The site must have a minimum width between any two (2) opposite boundary lines of two hundred (200) linear feet and must adjoin or have direct access to at least one (1) major street.
3. The area proposed shall be in one (1) ownership, or if in several ownerships, the application for amendment to the zoning ordinance shall be filed jointly by all of the owners of the properties included in the plan.

(C) *Permitted developments:* Any large-scale development which meets the provisions of this ordinance and which is considered by the planning commission and city council for a PD classification may be so classified. Examples might include areas proposed principally for large-scale development in commerce, housing, industry, areas proposed for preservation for recreational, historical, conservation, or flood control purposes; areas to be utilized for specialized purposes such as recreational resorts, as well as educational, civic, governmental, transportation, or military complexes. Approved PD districts may be areas of mixed land use so long as the land use patterns conform to the plans adopted per the Future Land Use Map of the Comprehensive Development Plan for the particular districts.

(D) *Permitted uses:* Any use proposed by the developer and considered by the planning commission and city council as being compatible to other nearby uses within and without the district in keeping with the intent of the particular PD district may be permitted in such district upon recommendation by the planning commission and approval by city council. A listing of permitted

uses within a particular PD district shall be adopted as part of the regulations applying to that district. The developer shall prepare a list of proposed uses for submission with his application. After recommendation by the planning commission and approval by city council, the list or portions thereof approved by the aforementioned body shall be adopted as part of the regulations applying to that particular PD district. Thereafter, the uses permitted in the district shall be restricted to those listed, approved and adopted according to procedures set forth herein.

(E) *General design criteria and development standards:*

1. Over-all site design shall be harmonious in terms of landscaping, enclosure of principal and accessory uses, sizes of structures, street patterns, and use relationships. Variety in building types, heights, façades, setbacks, and size of open space shall be encouraged.
2. Densities per acre for residential dwelling units and yard and other dimensional requirements for each PD district may be set by city council, after recommendation of the planning commission is received.
3. Parking, loading and other requirements for each PD district may be set by city council upon recommendation of the planning commission. The standards of section 4-10 and section 4-11 of this ordinance shall serve as a general guide of such requirements for uses proposed for location in a PD district.
4. Where development abuts a separate single-family residential district, buildings and activities (other than single-family dwellings and two-family dwellings) shall be set back a sufficient distance from the separating property line or district boundary line, not less than thirty (30) feet for multifamily residential, public or boundary line, not less than fifty (50) feet for commercial or industrial uses, to ensure the absence of any objectionable effects on or from abutting districts. In the case of commercial and industrial uses, the distance separating all buildings and activities from surrounding residential districts should in fact be great enough to constitute a reasonable buffer. Loading docks and truck maneuvering areas and terminals, where possible, should be further removed from residential lot lines than buildings.
5. Property lines abutting residential districts must be screened by a permanent attractive planting screen, wall, or fence in a buffer strip not less than eight (8) feet in height and sufficient to screen out excessive sound and view from residential areas. This provision is waived where adjoined by like boundaries.
6. Exterior lighting shall [be] of the cutoff type and shall be arranged and designed in a manner which will protect the highway and neighboring properties from direct glare, spillover light, or hazardous interference of any kind. Light poles shall not exceed eighteen (18) feet in height for residential development, twenty-four (24) feet in height for commercial development, or thirty (30) feet in height for industrial development.

(F)

Application procedures: Applicants may choose to apply under either of the following procedures:

1. Preliminary approval of PD with one (1) year for final PD approval:

(a) Preliminary application.

(i) A written preliminary plan shall be submitted by the developers for review and comment by the zoning administrator. The zoning administrator shall forward this preliminary plan, along with his comments and recommendation, to the planning commission for consideration. The zoning administrator shall simultaneously forward a copy of the preliminary plan to the resident council person for the district or districts for which the plan is proposed.

(ii) The written preliminary plan shall include, where applicable:

(A) The name of the proposed development, if known;

(B) A general description of the proposed development including the types of proposed uses, the approximate areas and locations of proposed classes of uses;

(C) If known, the plan should indicate possible restrictions on use or development of the property, the location of infrastructure, any possible restrictive covenants, yard, or density restriction, and any other local, state or federal laws or regulations that may restrict, govern, impact, or be impacted by the proposed PDD plan;

(D) A detailed legal description of the location of the site.

(iii) Privileges upon initial approval. Upon the granting of preliminary approval by the planning commission, a favorable recommendation shall be forwarded to the public safety committee for review. The public safety committee shall consider and pass upon the plan. The applicant shall then have one (1) year from the date of public safety committee preliminary approval in which to obtain final approval by the city council of an approved PDD plan. Preliminary approval by the planning commission and/or public safety committee shall not obligate the city council to grant final approval and a statement reflecting this fact shall appear on the face of any document notifying the applicant of the granting of preliminary approval.

(b) Final approval.

(i) Any request pertaining to the establishment of a PD zoning district shall be considered an amendment to the zoning ordinance and shall be administered and processed in accordance with the regulations set forth in section 7-8, procedure for amendments of this ordinance. If approved by city council, all information pertaining to the proposal shall be adopted to the zoning ordinance to be the standards of development for that particular PD district.

(ii)

Applicants seeking final approval shall submit for consideration by the planning commission a written final proposal and site plan which shall, at a minimum, contain the following:

(A) Written final proposal.

(1) A general description of the proposal;

(2) A detailed legal description of the location of the site;

(3) Proposed standards for the development including restrictions on the use of the property, density standards and yard requirements and restrictive covenants;

(4) Proposed dedication or reservation of land for public use, including streets, easements, parks, and school sites;

(5) A complete list of all restrictions on use or development of the property, the location of infrastructure, any possible restrictive covenants, yard, or density restriction, and any other local, state or federal laws or regulations that may restrict, govern, impact, or be impacted by the proposed PDD plan;

(6) Exceptions or variations from the requirements of the zoning ordinance if any are being requested;

(7) Amendments of any other ordinances that are required or requested in order to allow the proposed PDD to be implemented lawfully. No city ordinance shall be eligible for amendment in conjunction with PDD approval if the proposed amendment would apply to: (1) a standardized code or law adopted by the city in a form specified by state or federal law, or (2) would adversely impact any officially recognized police, fire, flood, pollution, runoff, seismic, or other rating given to the city or its citizens; or (3) would amend, purport to amend, alter or purport to alter any state or federal law or regulation otherwise applicable;

(8) Plans for the provision of utilities, including water, sewer, and drainage facilities;

(9) Tables showing the total number of acres in the proposed development and the percentage designated for each proposed type of land use, including public facilities;

(10) Plans for open space, courts, walks and common areas;

(11) Provisions for parking, loading accessways, signs and means of protecting adjacent areas from lighting and other potentially adverse effects, such provisions to be in accord with the pertinent section of this ordinance;

(12)

A statement defining the manner in which the city council is to be assured that all improvements and protective devices, as buffers, are to be installed and maintained;

(13) Tabulations showing the number of dwelling units by type, if any, and other data that the planning commission and city council may require;

(14) A proposed schedule for development.

(B) Site plan. The plan shall include the following elements: All property dimensions, platting and street systems, proposed building sites and sizes, types of uses proposed for buildings; plans for the screening and protection of abutting properties; means of ingress and egress, access and circulation arrangements, off-street parking and loading facilities, proposed reservations or dedications for streets, open spaces, and other public facilities. And, if requested, two-foot vertical contour intervals shall be provided on the site plan. The plan shall also include the name of the development and the developers, a north arrow, the date of the field survey, tract boundary lines, dimensions, bearings, angles and reference points to at least two (2) permanent monuments. If the proposal includes the subdivision of land for any purpose or the provisions of new public streets, the information required above and any additional information which may be required under the City of North Charleston's Subdivision Regulation Ordinance and Road Code Ordinance shall be included.

However, if the project is to be accomplished in phases, the subdivision plat shall only be required for the phase for which final approval is sought. The site plan may then be processed simultaneously for recording and as a part of the application for a planned development district classification, as provided for in this ordinance.

2. Approval of planned development district with conceptual site plan:

(a) Application and approval. Any request pertaining to the establishment of a PD zoning district shall be considered an amendment to the zoning ordinance and shall be administered and processed in accordance with the regulations set forth in section 7-8, procedure for amendments of this ordinance. If approved by city council, all information pertaining to the proposal shall be adopted to the zoning ordinance to be the standards of development for that particular PD district.

(i) Applicants seeking final approval shall submit for consideration by the planning commission twelve (12) copies each of a written final proposal, a conceptual site plan, a traffic analysis, a stormwater drainage basin study, and a sanitary sewer and domestic water utility plan. At a minimum, these items should include:

(A) Written proposal, including the following elements and supporting graphics and tables, where necessary:

(1) The name of the proposed development;

(2) A detailed legal description of the perimeter boundary of the PDD, a listing of the individual parcels within, and a map showing the boundaries of the PDD;

(3) A description of the site, including:

(a) Total site area, including amount of wetlands;

(b) Areas of current forestry operation, if any;

(c) Areas of known environmental contamination, if any, a description of any land use controls associated with the contamination, and how these controls may impact the development of the site;

(d) Any other restrictions on use or development of the property, including existing deed restrictions or covenants, exclusive of utility easements;

(e) Any other local, state or federal laws or regulations that may restrict, govern, impact, or be impacted by the proposed PDD plan;

(f) Known historical and/or architecturally significant sites, including burial sites and cemeteries;

(g) Description of any other conditions unique to the subject property;

(h) Amendments of any other ordinances that are required or requested in order to allow the proposed PDD to be implemented lawfully. No city ordinance shall be eligible for amendment in conjunction with PDD approval if the proposed amendment would apply to: (1) a standardized code or law adopted by the city in a form specified by state or federal law, or (2) would adversely impact any officially recognized police, fire, flood, pollution, runoff, seismic, or other rating given to the city or its citizens; or (3) would amend, purport to amend, alter or purport to alter any state or federal law or regulation otherwise applicable;

(4) A general narrative description of the proposed development, including:

(a) A listing of permitted and conditional uses;

(b) Tables showing the total number of acres in the proposed development and the percentage designated for each proposed type of land use, including public facilities. The maximum number of housing units shall also be stated;

(c) Proposed standards for development from the existing zoning ordinance (such as parking, tree protection and replacement, landscaping, lighting, signage, and lot requirements with regard to dimensions, area, yard, and setbacks). Exceptions or variations from the requirements of the zoning ordinance must be specified;

(d) How proposed development will comply with existing zoning overlay district requirements, if applicable, or what exceptions or variations are proposed;

(e) Proposed dedication or reservation of land for public use, including streets, easements, parks, and school sites;

(f) Areas designated for open space and recreational use with an explanation of the ownership and maintenance of the areas;

(g) Any provisions to protect environmentally or culturally sensitive property;

(h) General design guidelines, if any, and designation of an entity to oversee the design, if applicable;

(j) A statement defining the manner in which the city council is to be assured that all improvements and protective devices, as buffers, are to be installed and maintained;

(k) Any other data that the planning commission and city council may require; and

(l) An anticipated schedule for the dedication of land for public use (including public rights-of-way) and the provision of utilities, including water, sewer, and drainage facilities.

(B) Conceptual site plan. The plan shall include the following elements:

(1) The PDD boundary;

(2) Location of all freshwater and saltwater wetlands and any other critical areas as designated by the South Carolina Department of Health and Environmental Control and/or the U.S. Army Corps of Engineers;

(3) Proposed major street network;

(4) Subareas of the PDD, with proposed uses, maximum number of housing units, maximum residential densities (net units/acre), maximum building heights and intensities. Building intensity shall be specified through impervious surface parcel coverage, which will be calculated by dividing the areas of impervious surface (buildings, parking areas, roads, and sidewalks) by the parcel area;

(5) For each residential area proposed, photographs of existing developments which are similar in density and massing of buildings and the relationship of lots to streets to the proposed development. All photographs must be labeled with the name and location of the development. The majority of the

photographs should be from the Charleston metropolitan area. Examples of developments outside the Charleston area may be used where no local example exists.

(C) Traffic analysis. The analysis shall contain the following elements:

(1) An overview of the PDD boundary's location relative to existing transportation infrastructure and the connectivity and main points of access created by its pro major roadway network;

(2) Known traffic patterns or capacity ratings of the transportation system within the PDD and to which this system connects;

(3) Known improvements currently planned and/or funded within the immediate area, including the funding mechanism and/or source;

(4) Information, if available, on how the PDD boundary has been incorporated into current regional transportation models such as the CHATS Long Range Transportation Plan and how the proposed development projections relate;

(5) A proposed plan of how internal traffic will be analyzed and managed throughout the development process. If information relative to items (2) through (4) above is not known or available, an appropriate study shall be conducted and submitted.

(D) Stormwater drainage basin study. The study shall include a narrative and a supporting drawing(s) addressing items (1) through (6) below. Based on this information, the public works department shall determine the need for additional information prior to approval.

(1) Name of and location within the regional drainage basin(s) as defined in the city's stormwater master plan;

(2) Overview of site topography including existing wetlands and/or critical areas;

(3) Major existing conveyance methods and outfall location(s) within and adjacent to the PDD boundary;

(4) Areas of known hydraulic capacity deficiencies and/or known flooding events;

(5) Areas of known water quality degradation and current status of the nearest downstream SCDHEC water quality monitoring station;

(6) FEMA flood zone delineations and base flood elevations; and

(7) A preliminary plan explaining the methods upon which stormwater quantity and quality requirements will be achieved (i.e., regional shared detention) including the relationship between detention facilities, public open spaces, and landscaping.

(E) Sanitary sewer and domestic water utility plan. The plan shall include the following elements:

(1) Location of and known sizes and capacity of existing infrastructure both within and immediately adjacent to the PDD boundary;

(2) Known planned and/or funded improvement projects and anticipated timelines; and

(3) Letters of intent from the utility companies stating willingness to serve the development.

(b) After city council approval, as development is proposed within the PDD, the following shall be submitted:

(i) A site plan for the subarea(s) to be developed which shall include the following elements: All property dimensions, platting and street systems, significant and grand trees, proposed building sites and sizes, types of uses proposed for buildings; plans for the screening and protection of abutting properties; means of ingress and egress, access and circulation arrangements, off-street parking and loading facilities, proposed reservations or dedications for streets, open spaces, and other public facilities. And, if requested, two-foot vertical contour intervals shall be provided on the site plan. The plan shall also include the name of the development and the developers, a north arrow, the date of the field survey, tract boundary lines, dimensions, bearings, angles and reference points to at least two (2) permanent monuments. If the proposal includes the subdivision of land for any purpose or the provisions of new public streets, the information required above and any additional information which may be required under the City of North Charleston's Subdivision Regulation Ordinance and Road Code Ordinance shall be included. The plat, including street names, must be approved by the planning commission.

(ii) A description of any residential development, to include the types of dwelling units, with total number of each type specified, and the density (net units/acre) for the proposed development area.

(iii) A traffic impact analysis and, if necessary, a discussion of needed traffic improvements within and outside of the subarea, who is responsible for such improvements, and a timeframe for provision of the improvements.

(iv) A description of the provisions for parking, loading access ways, signs and means of protecting adjacent areas from lighting and other potentially adverse effects.

(G) *Adherence to approved plan:*

1. Unless alteration is permitted by way of a zoning administrator approved variance as set forth herein, all standards of development shall conform to the standards adopted for the planned development district, regardless of any changes in ownership. Certain minor variations from the adopted PD plan may be approved as an administrative variance by the zoning administrator. Minor variations eligible for such administrative variance shall include:

a. Minor shifts in lot line locations where such shifts do not alter the number of lots within the PD district or materially alter lot size;

b. Minor shifts in road, alley, and/or driveway alignment to accommodate trees, improved traffic flow, safety concerns, the provision of public services, or other technical concerns; and

c. Reductions in the number of housing units or area of nonresidential space proposed, as compared to the approved PDD, provided such change is consistent with the future land use designation for the subject parcel.

In all instances in which an administrative variance from the zoning administrator is not granted, any proposed changes in the district shall be treated as amendments to the zoning ordinance and must be considered in accordance with procedures set forth in section 7-8 of this ordinance. Appeals based on hardships or an alleged misinterpretation of the ordinance by the zoning administrator shall be processed in accordance with subsection 7-7.3 of this ordinance.

2. Where it is determined by city council that development in the planned development district is not in accordance with the standards adopted for that district, the council shall be empowered to amend the ordinance to place parts or all of the property in the planned development district in another zoning classification deemed by the council to be more appropriate.
3. The violation of any provision of the plans, as submitted under the provisions herein, shall constitute a violation of this ordinance, subject to the same penalties as established in section 7-5 of this ordinance.

(Ord. No. 2001-090, 12-27-01; Ord. No. 2005-73, 12-1-05; Ord. No. 2007-26, § 1, 5-24-07; Ord. No. 2008-09, 1-24-08; Ord. No. 2013-016, 3-28-2013)

Section 5-8. - AR-I, Ashley River scenic district I:

(a) *Purpose:* The scenic beauty and historic heritage of a community is among its most valued and important assets. In addition to its natural beauty, the Ashley River area reflects elements of our cultural, social, economic, political, and architectural history. It is the intent of the Ashley River Scenic District I to safeguard the heritage and scenic beauty of the City of North Charleston, Charleston County, and Dorchester County by preserving the view shed of National Historic Landmarks and Properties on the National Registrar of Historic Places which have been confirmed by the South Carolina Department of Archives and History; to promote conservation and provide protection by promoting the stabilization of the banks of the Ashley River which is tidally influenced and subject to periodic flooding; to preserve water quality by protecting the natural environmental qualities of the land and water; to stabilize and improve property values in Ashley River Scenic District I; to foster civic beauty; to preserve scenic areas; and to promote the use and preservation

of the Ashley River Scenic District I for the education, welfare, and pleasure of residents of the City of North Charleston, Charleston County, and Dorchester County and of the state and nation as a whole.

(b) *Area of district:* The area of the Ashley River Scenic District I shall consist of any property in the City of North Charleston confirmed by the South Carolina Department of Archives and History to be a part of the view shed for a National Historic Landmark or Properties on the National Registrar of Historic Places situated along the Ashley River which lies within and which is designated on the Official Zoning Map of the City of North Charleston:

(1) One hundred (100) feet of the critical line of the Ashley River or adjacent lowlands, which lowlands are hereby defined as marshes, mudflats, or shallows periodically inundated by tidal action.

(2) One hundred (100) feet of an established tree line paralleling the Ashley River, or

(3) One hundred (100) feet of a bluff or cliff overlooking and visible from the Ashley River, whichever is greater.

(c) *Type of district; permitted uses:* The Ashley River Scenic District I is an "overlay" district. As an overlay district, permitted uses are determined by the "underlying" or primary zoning district. For example, where this district overlays a residential zoning district, only those uses permitted in the residential zoning district shall be permitted in the overlay district, subject to the additional conditions and requirements of this section.

(d) *Supplemental development standards:* The following supplemental development standards shall apply to any proposed use or alteration of an existing use, land or vegetation within the established Ashley River Scenic District I as defined by 5-8(b) above and shown on the Official Zoning Map,

(1) *Height limitations:* No building or structure shall extend more than thirty-five (35) feet above the ground or base flood elevation plus the prevailing freeboard requirement, whichever is higher.

(2) *Removal of trees:* No tree shall be cut or removed from within one hundred (100) feet of the edge of the Ashley River and adjacent lowlands as defined in section 5-8(b)(2).

(3) *Buildings or structures:* No proposed buildings or structures may be erected within one hundred (100) feet of the Ashley River and adjacent lowlands as defined in section 5-8(b)(2); however, the area within this one hundred (100) foot setback may be used in the computation of other applicable side and rear yard setback requirements. No construction of docks, boat ramps, or boat houses over lowlands within the designated scenic view shed will be allowed unless it is determined by the Office of Coastal Resource Management after consultation with the South Carolina Department of Archives and History to have no negative effect on the scenic view shed.

(a) For lots created when the Ashley River Scenic District I building setback was fifty (50) feet from the mean highwater mark, the principal structure shall be a minimum distance of twenty-five (25) feet from the edge of the fifty (50) foot buffer zone.

(b)

In cases where the natural vegetation is not sufficiently dense to approximate an opaque buffer between the development site and the Ashley River, installation of an opaque buffer shall be required.

(4) *Other alterations:*

(a) No grading, filling, excavation or other land-altering activity may be conducted within one hundred (100) feet of the Ashley River Scenic District I and adjacent lowlands except in accordance with section 5-8(e).

(b) No impervious surfaces may be constructed within one hundred (100) feet of the Ashley River Scenic District I and adjacent lowlands except in accordance with section 5-8(e) herein below.

(c) *Necessary alterations:* The provisions of section 5-8(d) shall not apply to necessary alterations for required roads or for access to the Ashley River Scenic District I for ingress/egress from any particular tract, provided that no reasonable alternative is available on the tract of land in question and that shoreline alterations are minimized to the greatest extent practicable. The burden of proving that no reasonable alternative is available and that the proposal minimizes shoreline alterations to the greatest extent practicable shall be on the party seeking to make alterations. Such applicant shall submit any information which he desires or which may be requested by the building official, and the building official must give notice to the director of planning and management prior to any determination as to the applicability of this subsection to any particular case.

(Ord. No. 1986-45, 9-11-86; Ord. No. 1989-33, 5-19-89; Ord. No. 1999-14, 2-25-99; Ord. No. 2007-79, 11-29-07; Ord. No. 2020-016, 2-27-2020)

Section 5-9. - AR-II, Ashley River scenic district II:

(a) *Purpose*: The scenic beauty and historic heritage of a community is among its most valued and important assets. In addition to its natural beauty, the Ashley River area reflects elements of our cultural, social, economic, political, and architectural history. It is the intent of the Ashley River Scenic District II to safeguard the heritage and scenic beauty of the City of North Charleston, Charleston County, and Dorchester County, to promote conservation and provide protection by promoting the stabilization of the banks of the Ashley River which is tidally influenced and subject to periodic flooding; to preserve water quality by protecting the natural environmental qualities of the land and water; to stabilize and improve property values in Ashley River Scenic District II; to foster civic beauty; to preserve scenic areas; and to promote the use and preservation of the Ashley River Scenic District II for the education, welfare, and pleasure of residents of the City of North Charleston, Charleston County, and Dorchester County and of the state and nation as a whole.

(b) *Area of district:* The Ashley River Scenic District II shall be comprised of the parcels shown on the attached map, which is incorporated into this section by reference, any parcels created from the these parcels, as well as any parcels annexed into the City of North Charleston which are wholly or

in part located within fifty (50) feet of the critical line of the Ashley River or adjacent lowlands, which lowlands are hereby defined as marshes, mudflats, or shallows periodically inundated by tidal action (for which the referenced map shall be updated to reflect additional parcels in the Ashley River Scenic District II).

(c) *Type of district; permitted uses:* The Ashley River Scenic District II is an "overlay" district. As an overlay district, permitted uses are determined by the "underlying" or primary zoning district. For example, where this district overlays a residential zoning district, only those uses permitted in the residential zoning district shall be permitted in the overlay district, subject to the additional conditions and requirements of this section.

(d) *Supplemental development standards:* The following supplemental development standards shall apply to any proposed use or alteration of an existing use, land or vegetation within the established Ashley River Scenic District II as defined by 5-9(b) above and shown on the Official Zoning Map.

(1) *Height limitations:* No building or structure shall extend more than thirty-five (35) feet above the ground or base flood elevation plus the prevailing freeboard requirement, whichever is higher.

(2) *Removal of trees:* No tree of six (6) inches DBH shall be cut or removed from within fifty (50) feet of the edge of the Ashley River or adjacent lowlands as defined in section 5-9(b)(2).

(3) *Buildings or structures:* No proposed buildings or structures may be erected within fifty (50) feet of the Ashley River and adjacent lowlands as defined in section 5-9(b)(2); however, the area within this fifty (50) foot setback may be used in the computation of other applicable side and rear yard setback requirements.

(4) Docks shall be permitted on lots of records in developed residential areas in accordance with the Ashley River Special Area Management Plan (SAMP). Docks may not have roofs or second-story decks. Docks must be construed of wood and may not be painted. No new marina development is permitted within the AR-II. Individual docks must be limited in size (pierhead no larger than one hundred (100) square feet; a single floating dock no larger than one hundred twenty-eight (128) square feet). No new fueling facilities will be allowed within the AR-II.

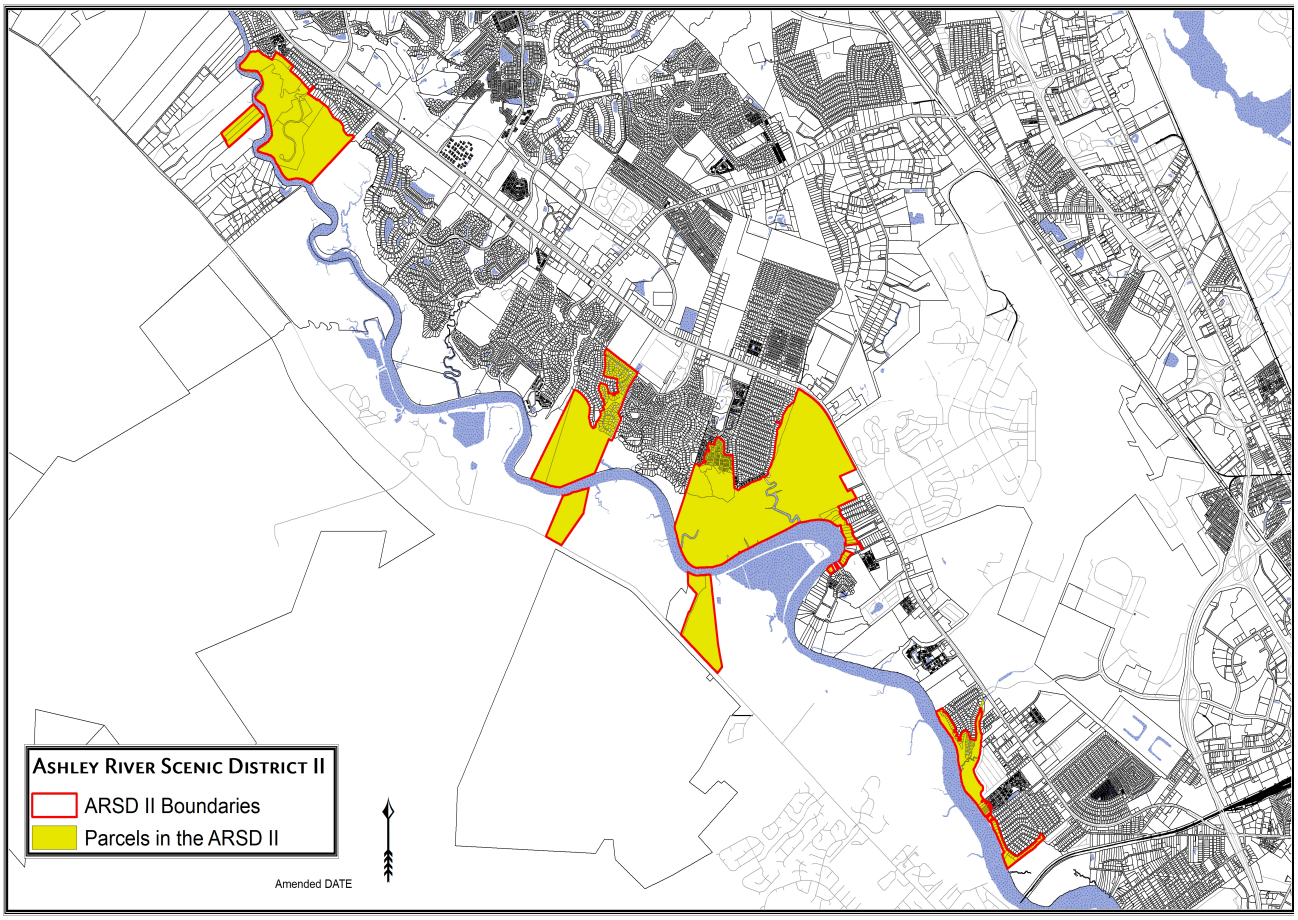
(e) *Other alterations:*

(1) No grading, filing, excavation or other land-altering activity may be conducted within fifty (50) feet of the Ashley River Scenic District II and adjacent lowlands except in accordance with section 5-9(e).

(2) No impervious surfaces may be constructed within fifty (50) feet of the Ashley River Scenic District II and adjacent lowlands except in accordance with section 5-9(e) herein below.

(3) *Necessary alterations:* The provisions of section 5-9(d) shall not apply to necessary alterations for required roads or for access to the Ashley River Scenic District II for ingress/egress from any particular tract, provided that no reasonable alternative is available on the tract of land in question and that shoreline alterations are minimized to the greatest extent practicable. The burden of proving that no reasonable alternative is available and that the proposal minimizes shoreline alterations to the greatest extent practicable shall be on the party seeking to make

alterations. Such applicant shall submit any information which he desires or which may be requested by the building official, and the building official must give notice to the directors of planning and management prior to any determination as to the applicability of this subsection to any particular case.



(Ord. No. 1989-33, 5-19-89; Ord. No. 1999-60, 11-11-99; Ord. No. 2001-073, 11-20-01; Ord. No. 2007-79, 11-29-07; Ord. No. 2010-059, 9-23-2010; Ord. No. 2020-016, 2-27-2020; Ord. No. 2020-051, Exh. A, 10-22-2020)

Section 5-10. - AR-III, Ashley River scenic district III:

(a) *Purpose:* The scenic beauty and historic heritage of a community is among its most valued and important assets. In addition to its natural beauty, the Ashley River area reflects elements of our cultural, social, economic, political and architectural history. It is the intent of the Ashley River Scenic District III to:

(1) Safeguard the heritage and scenic beauty of the City of North Charleston, and Charleston County, by preserving the Ashley River Scenic District III;

(2) To promote conservation and provide protection against floods by promoting the stabilization of the banks of the Ashley River which is tidally influenced and subject to periodic flooding;

(3) To stabilize and improve property values in the Ashley River Scenic District III;

(4) To foster civic beauty;

(5) To preserve scenic areas; and

(6) To promote the use and preservation of the Ashley River as a place of work, education, and pleasure for the residents of the City of North Charleston and Charleston County, and of the state and nation as a whole.

(b) *Area of district:* The Ashley River Scenic District III shall be comprised of the parcels shown on the attached map, which is incorporated into this section by reference, and any parcels created from these parcels.

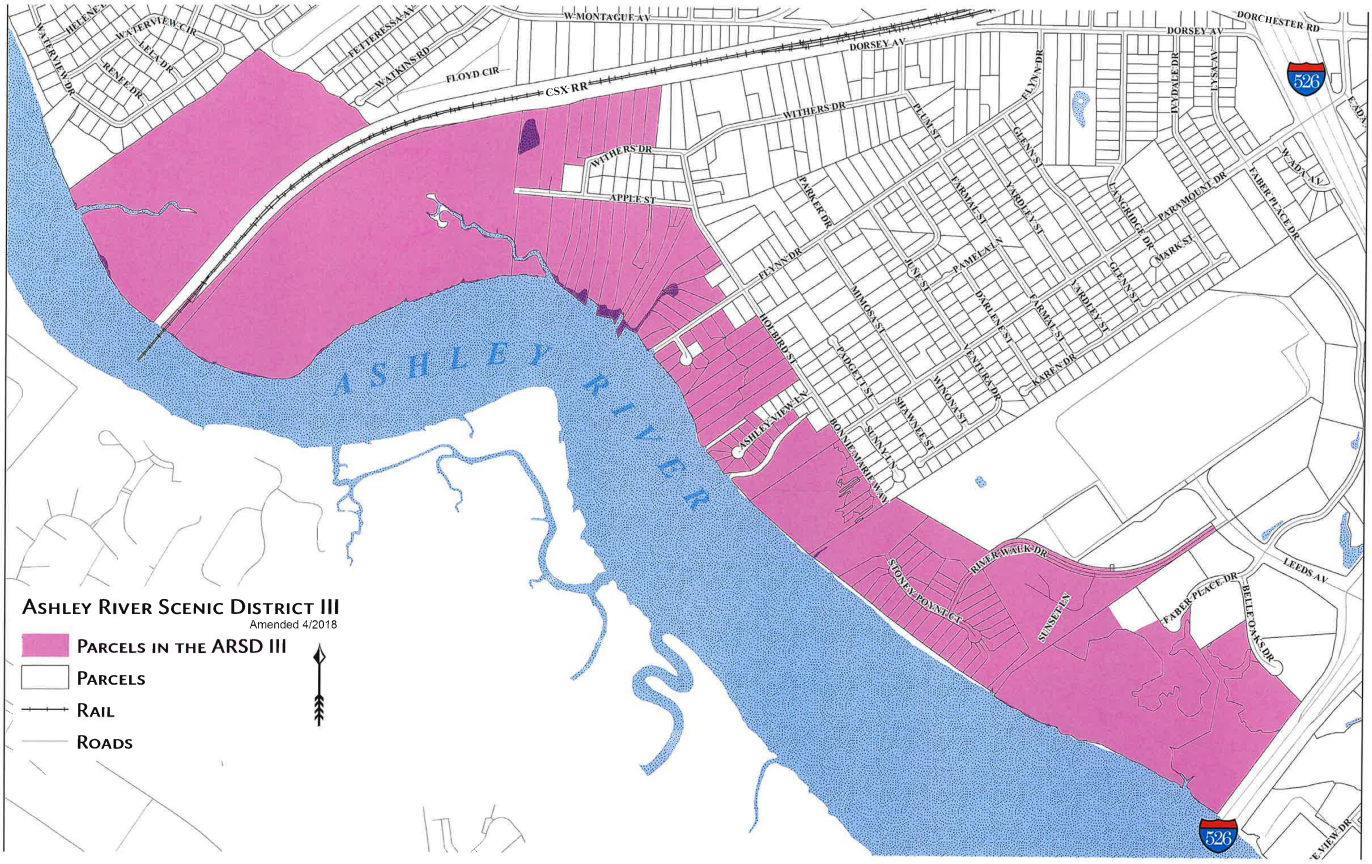
(c) The following provisions shall apply to all uses of land, buildings or other structures located within the Ashley River Scenic District III and shall be in addition to all other requirements of law, including other provisions of this section:

(1) *Buildings:* No buildings may be located within fifty (50) feet of the Ashley River and adjacent lowlands, as defined in section 5-9(b) of this appendix.

(2) *Impervious surfaces:* On a given lot, impervious surfaces shall not occupy more than forty (40) per cent of the total surface area lying within fifty (50) feet of the Ashley River and adjacent lowlands, as defined in section 5-9(b) of this appendix.

(3) *Docks:* Docks may be permitted in the AR-III but may not have second-story decks. All docks permitted after the adoption of this section must be constructed of wood and shall not be painted. No new marina development is permitted within the AR-III. Individual docks must be limited in size (pierhead no larger than one hundred (100) square feet; a single floating dock no larger than one hundred twenty-eight (128) square feet). No new fueling facilities will be allowed within the AR-III.

(4) *Height limitations:* No building or structure shall extend more than thirty-five (35) feet above the ground or base flood elevation plus the prevailing freeboard requirement, whichever is higher.



(Ord. No. 2000-011, 2-24-00; Ord. No. 2004-08, 1-22-04; Ord. No. 2007-79, 11-29-07; Ord. No. 2018-028, 5-24-2018; Ord. No. 2020-016, 2-27-2020)

Section 5-11. - Dorchester Road Corridor I district:

(a) *Boundaries.* The Dorchester Road Corridor I district shall include all parcels of land in the City of North Charleston that are in Dorchester County on the east side of the Ashley River.

(b) *Required buffers.*

1. SR642 (Dorchester Road) Buffer.

A. An uninterrupted forty-foot depth vegetative buffer shall be required along all SR642 frontage property line between Ladson Rd. and Charleston County line (the "Dorchester Road Corridor" area) except where curb cuts are expressly provided under this ordinance. Where easements or rights-of-way are parallel with and contiguous to the SR642 frontage property line, the forty-foot buffer depth shall be measured from the inboard line of the right-of-way or easement.

B. Where suitably opaque and continuous, unimproved natural vegetation may satisfy this requirement provided the unimproved, natural vegetative buffer exceeds fifteen (15) feet in height.

C.

The vegetative SR642 Buffer for all areas except those within HICN shall be opaque and shall, at a minimum, include the following per one hundred (100) linear feet of frontage in addition to retaining all natural vegetation:

- Six (6) canopy trees (two and one-half (2½) inch diameter breast height minimum); and
- Ten (10) understory trees (six (6)—eight (8) feet height minimum); and
- Forty (40) shrubs, (three (3) gallons minimum).

D. Where secondary streets and frontage roads intersect with the opaque SC 642 buffer, the SC 642 buffer shall have a minimum depth of eighty (80) feet within forty (40) feet of the secondary or frontage road.

E. The vegetative SR642 buffer for areas within High Intensity Commercial Nodes, shall at a minimum, include the following per hundred feet of frontage in addition to retaining all natural vegetation six (6) inches DBH:

- Six (6) canopy trees (two and one-half (2½) inches diameter breast height minimum); and
- Forty (40) shrubs (three (3) gallon minimum)

Under-brushing of vegetation up to six (6) inches DBH shall be permitted on parcels on the High Intensity Commercial Node.

2. Required buffers for parcels abutting secondary streets and frontage roads.

A. *Front buffers (commercial).* The front buffer for commercial and office establishments shall be fifteen (15) feet along corridor rights-of-way, both public and private. This buffer is intended for aesthetic, rather than screening purposes. The buffer shall contain the following minimum ornamental plantings per one hundred (100) linear feet of frontage:

- Three (3) canopy trees two and one-half (2½) inches caliper minimum
- Three (3) understory trees six (6)—eight (8) feet height minimum
- Twenty-five (25) shrubs, three (3) gallon minimum

Within the front buffer, all trees six (6) inches diameter breast height and greater shall be retained. The retention of existing natural vegetation shall be encouraged in buffers.

B. *Rear and side buffers.* Rear and side buffers shall be provided per City of North Charleston standards, including section 6-12 of the Ordinance.

C. *Front residential buffers.* An opaque fifty (50) foot buffer shall be provided along the frontage of any new single family residential development across on street from any use or zoning other than single family residential.

The fifty (50) foot front buffer shall contain the following minimum planting per one hundred (100) linear feet when existing vegetation is not sufficient:

- Eight (8) canopy trees two and one-half (2½) inches caliper minimum
- Twelve (12) understory trees six (6)—eight (8) foot minimum
- Fifty (50) shrubs, three (3) gallon minimum

D. *Side and rear buffers (residential).* An opaque fifty (50) foot buffer shall be provided between parcels either dedicated to or zoned for commercial, office or multifamily uses and abutting parcels either zoned for or dedicated to single family residential use.

The fifty (50) foot side and rear buffers shall contain the following minimum planting per one hundred (100) linear feet when existing vegetation is not sufficient:

- Eight (8) canopy trees two and one-half (2½) inches caliper minimum
- Twelve (12) understory trees six (6)—eight (8) foot minimum
- Fifty (50) shrubs, three (3) gallon minimum

All natural vegetation shall be retained.

E. *Loading zone buffers.*

i. Structures shall be oriented so that loading areas are not visible from residential districts, from existing public or private rights-of-way, or from planned future public rights-of-way. Loading areas may be oriented toward adjoining developed properties, which are commercially zoned, or toward adjoining properties eligible for future commercial development if and only if they are entirely screened from view by the use of solid fencing or appropriate landscaping.

ii. Reserved.

F. *All buffer areas (except riparian buffers).* All buffer areas must accommodate required plant material within the buffer. Drainage swales and storm water detention ponds may be placed in the buffer only when trees are not endangered and only when they meander through the buffer in an unobtrusive manner. Storm water detention ponds may not occupy more than twenty-five (25) per cent of the buffer area. Driveways may pass through a buffer to gain access to parking. Structures other than permitted freestanding signs may not be placed within the buffer.

3. Riparian buffers along creeks and wetland areas.

A. Depth: The vegetative buffer shall be of a minimum depth of twenty-five (25) feet. Depth shall be measured from the edge of the wetland area.

B.

The buffer is to be left pristine and forested. Development within the buffer shall not be permitted for any purposes except the construction of a boardwalk (if required by this ordinance), footpaths parallel to the water, stormwater channels, and utility or roadway crossings. Any development within the buffer pursuant to this sub-section shall observe all requirements of section 5-11(c) set forth below.

C. Selection of new vegetation for installation in the buffer for purposes of complying with this ordinance shall be based on the native, predevelopment plant community.

D. Property owners may clear and prune vegetation in a portion of the buffer to establish a "view corridor." The size of a view corridor shall be either seventy-five (75) wide or one-third (⅓) the width of the lot, whichever is less. If the landowner wants to establish a view corridor, he or she must submit a selective clearing and landscaping plan to the planning department. The plan must leave enough vegetation in the corridor to maintain the function of the buffer. Any trees removed must be replaced by shrubs or small trees from a plant list of native vegetation supplied by the planning department. To prevent conversion to turf, no pruning shall be allowed below a height of three (3) feet. If a landowner clears more vegetation than is allowed, he or she will be subject to a fine and required to revegetate the segment of the buffer in violation.

F. Buffer crossings: Attempts should be made to limit the number of road crossing across water bodies and to minimize the width of crossings at the discretion of the planning department and the South Carolina Department of Transportation. Direct right angles shall be used to cross the water bodies. All roadway crossings and culverts should be capable of passing the 100-year flood.

Road rights-of-way shall be reduced in buffer zones to a maximum width of twenty-five (25) feet, with utilities under pavement. Crossing water bodies with mainline sewer shall be avoided, and sewers shall be sited out of buffers. All footpaths accessing a buffer (running to the water) shall be covered by wooden boardwalks to prevent the channelization of stormwater runoff that is caused by dirt footpaths.

G. General. Subsequent to the approval of the development site plans, the developer shall be responsible to take such action as may be necessary to protect vegetation specified for retention within the buffer. Approved buffer area clearing and minor vegetation pruning such as removal of dead limbs, removal of trees and other vegetation not designated for retention, and limb-out pruning of existing trees shall be allowed, providing that:

(i) Such actions shall not damage trees which are specified for retention;

(ii) Limb-out pruning shall be accomplished by hand pruning at heights less that eight (8) feet above grade; and

(iii) No vegetation shall be removed which has been specified for retention.

Proposed development shall avoid excessive or unsightly grading, indiscriminant earth moving or clearing of property, and removal of trees and vegetation which could cause disruption of natural water courses and draining features, or could permanently disfigure natural land forms.

(c) *Reserved.*

(d) *Curb cuts.*

1. Only one (1) curb cut shall be permitted every two hundred fifty (250) feet for parcels not served by a frontage road.
2. Curb cuts shall be the only permissible break in continuity of the vegetative buffer.
3. Driveways linking a curb cut and parking lot shall have at least one 90-degree turn prior to entering the parking area to assure that the parking area is not visible from the curb cut for properties with frontage on SC 642 and where a 40' opaque buffer is required.
4. Curb cut applications/requests must be accompanied by a shared access "tie in" easement to permit adjoining parcels "through-traffic rights-of-way" since they will no longer be eligible for a curb cut.
5. Parcels serviced by a "tie in" access (i.e., parcels without curb cuts) shall be required to grant rights-of-way/easements across their property as a condition of tie in.
6. Access to the shared access right-of-way shall be without charge for the right, though parties may apportion maintenance costs of maintenance and construction.
7. Frontage road curb cuts-parcels: served by a frontage road may have one curb cut on the frontage road for each parcel, without regard to spacing.

(e) *Signs.* In addition to the city's normal sign code, the following special regulations shall apply:

(1) *Freestanding signs:* Must be "monument", "pedestal", or "gateway style entrance sign pairs" in design, not to exceed fifty (50) square feet per sign face and ten (10) feet in height of the sign structure. One (1) sign or "gateway style entrance sign pair" shall be permitted per major road frontage.

(a) *Shopping center freestanding signs:* A shopping center may erect one (1) "monument" or "pedestal" freestanding sign per street frontage, up to a maximum of two (2) signs per center. One (1) square foot of freestanding signage will be permitted per each linear foot of shopping center building frontage, up to a maximum of one hundred fifty (150) square feet per sign.

(b) *Illumination of freestanding signs:* Internal illumination will be permitted in areas of fifteen-foot buffers. In areas of fifty-foot buffers, no internal illumination will be permitted for residential subdivision entrance signs. In all areas, no flashing or moving signs will be permitted.

(2)

Wall signs and window signs (commercial): One (1) square foot of wall and window signage combined will be permitted per each linear foot of building frontage, up to a maximum of one hundred (100) square feet of wall and window signage combined.

(3) *[Materials.]* Signs shall be fabricated of solid materials such as brick, wood or concrete.

(4) *Prohibited signs:* Off-premises signs, portable signs, flags and banners except the U.S., state and city flags, and temporary signs shall be prohibited within the corridor. Nothing in this section shall be construed to prevent the on-premises display of a single monument style for-sale sign not to exceed ten (10) square feet in residential areas and thirty-five (35) square feet in commercial area.

(f) *Building material.* No building elevation constructed of unadorned concrete masonry units or corrugated and/or sheet metal shall front upon any existing public or private rights-of-way.

(g) *Utilities and lightning.*

(1) *Utility lines.* All utility lines such as electric, telephone, CATV, or other similar lines serving individual sites as well as all utility lines necessary within the property shall be placed underground. All junction and access boxes shall be screened with sufficient vegetation so as to completely obscure it from view. All utility pad features and meters should be shown on the site plan.

(2) *Reserved.*

(h) *Reserved.*

(i) *Parking.* Parking areas:

(1) Shall be accessed by a drive featuring at least one (1) 90-degree turn between the curb cut and the parking area;

(2) Shall not be located between the structure and the SR 642 frontage buffer;

(3) Shall not, when combined with surface area of all proposed walkways and structures, cover more than eighty (80) per cent of the parcel with impervious surface;

(4) Shall feature the number of spaces as provided within section 4-10 of this ordinance.

(j) *Street trees.* One (1) street tree must be planted every forty (40) feet along the inside edge of any newly dedicated road right-of-way where overhead power lines are not present immediately over the site at which the tree would be planted. In areas where overhead power lines are present, one (1) street tree from the list of substitutions must be planted every twenty (20) feet along the inside edge of the front property line. These trees may serve to help satisfy buffer planting requirements.

Designated list of street trees. The zoning administrator shall maintain a list of acceptable street trees and street tree substitutions. This list may be updated as necessary by the city's horticulturist.

(k) *Developmental height limit.* Building height shall not exceed thirty-five (35) feet in single family residential areas, or twenty-five (25) feet in neighborhood office districts.

(l) *Variance and appeals.* Variances and appeals shall be handled through the board of zoning appeals as provided within Chapter 7 of the Zoning Ordinance of the City of North Charleston.

(m) *Amortization of non-conforming uses.*

i. Any use lawfully established as of June 8, 2000, which as thereafter continuously operated, and which would otherwise be in violation of this section shall be deemed a non-conforming use.

ii. "Grandfathering" permitted in limited circumstances. Except as provided within subsection (iii) below, uses lawfully Established prior to the effective date of this ordinance shall be permitted to continue pursuant to section 4-5 of the Zoning Ordinance of the City of North Charleston. Expansion of nonconforming uses shall not be permitted unless expressly approved by the zoning administrator based upon the finding that either (A) the proposed expansion is consistent with the requirements of this ordinance or (B) the expansion is the most harmonious possible given the requirements of this ordinance and the preexisting development at the site and further, that the expansion would not contribute to undermining the integrity of the Dorchester I Zone.

iii. Amortization provided.

A. Uses not in conformity with sections 5-11(b)(1)(a) and (b)(2) shall not be grandfathered as set forth above, but rather shall be amortized out of existence over a period not to exceed six (6) months from the date of ratification of this ordinance. Provided, however, that where the nonconformity with [section] 5-10(b)(1) or (b)(2) results from the pre-existing establishment of a permanent improvement within the prescribed buffer zone the property owner may obtain a waiver from the zoning administrator upon a showing that a satisfactory buffer of a depth equal to or greater than seventy-five (75) per cent of the distance between the property line and the structure has been established. Where the establishment of the front buffer would reduce existing parking below the minimum parking requirement for the use, the developer may satisfy all or part of the buffering requirement in the adjacent right-of-way of SC 642 after obtaining the necessary encroachment permits from the S. C. Department of Transportation.

B. Except for "mass assembly" uses (i.e., uses featuring seating for more than one thousand five hundred (1,500) occupants), uses not in conformity with section 5-11(e) shall not be "grandfathered" as set forth above, but rather shall be amortized out of existence over a period not to exceed seven (7) years, unless sooner terminated for any reason or voluntarily discontinued for a period of six (6) months or more. Such nonconforming uses shall not be increased, enlarged, extended or altered except that the use may be changed to a conforming use.

(n) *Severability.* If any subsection or clause of this ordinance shall be deemed to be unconstitutional or otherwise invalid, the validity of the remaining sections, subsections, and clauses shall not be affected thereby.

(Ord. No. 2000-020, 6-8-00; Ord. No. 2000-094, 12-28-00; Ord. No. 2001-59, 9-27-01; Ord. No. 2001-092, 12-27-01; Ord. No. 2006-45, 7-25-06; Ord. No. 2006-46, 7-25-06; Ord. No. 2009-04, 1-8-09; Ord. No. 2012-047, 10-25-2012; Ord. No. 2015-023, 5-28-2015; Ord. No. 2019-034, 6-27-2019; Ord. No. 2021-007, Exh. A, 2-25-2021; Ord. No. 2021-041, Exh. A, 5-27-2021)

Section 5-12. - Dorchester Road Corridor II district:

(a) *Boundaries.* The Dorchester Road Corridor II district boundaries shall be the Ashley River, the Mark Clark, the Norfolk Southern Rail line, Ashley Phosphate Road, and the Dorchester County line.

(b) *Required buffers and screening.*

1. Commercial front buffers. The front buffer for commercial and office establishments shall be fifteen (15) feet along corridor rights-of-way, both public and private. This buffer is intended for aesthetic, rather than screening purposes. The buffer shall contain the following minimum ornamental plantings per one hundred (100) linear feet of frontage:
   - Three (3) canopy trees two and one-half (2½) inches caliper minimum.
   - Three (3) understory trees six (6)—eight (8) feet height minimum.
   - Twenty-five (25) shrubs, three (3) gallon minimum.
2. Commercial side and rear buffers. Side and rear buffers shall be provided per City of North Charleston standards, including section 6-12 of the Ordinance.
3. All buffer areas. All buffer areas must accommodate required plant material within the buffer. Drainage swales and stormwater detention ponds may be placed in the buffer only when trees are not endangered and only when they meander through the buffer in an unobtrusive manner. Stormwater detention ponds may not occupy more than twenty-five (25) per cent of the buffer area. Driveways may pass through a buffer to gain access to parking. Structures other than permitted freestanding signs may not be placed within the buffer.
4. Required screening:
   i. Loading zones: Structures shall be oriented so that loading areas are in no manner visible from residential districts, from existing public or private rights-of-way, or from planned future public rights-of-way. Loading areas may be oriented toward adjoining developed properties, which are commercially zoned, or toward adjoining properties eligible for future commercial development if and only if they are entirely screened from view by the use of solid fencing or appropriate landscaping.
   ii. Reserved.

(c) *Reserved.*

(d) *Signs:* In addition to the city's normal sign code, the following special regulations shall apply:

1.

Freestanding signs: Must be "monument, "pedestal" or "gateway style entrance sign pair" in design, not to exceed fifty (50) square feet per sign face and ten (10) feet in height of the sign structure. One (1) sign or "gateway style entrance sign pair" shall be permitted per major road frontage.

i. *Shopping center freestanding signs:* A shopping center may erect one (1) "monument" or "pedestal" freestanding sign per street frontage, up to a maximum of two (2) signs per center. One (1) square foot of freestanding signage will be permitted per linear foot of shopping center building frontage, up to a maximum of one hundred fifty (150) square foot per sign.

ii. *Illumination of freestanding signs:* Internal illumination will be permitted in areas of fifteen-foot buffers. No internal illumination will be permitted for residential subdivision entrance signs. In all areas, no flashing or moving signs will be permitted.

2. Wall signs and window signs (commercial): One (1) square foot of wall and window signage combined will be permitted per each linear foot of building frontage, up to and not exceeding fifteen (15) per cent of the area of the building façade on which the signs are to be displayed.
3. Signs shall be fabricated of solid materials such as brick, wood or concrete.
4. Prohibited signs: Off-premises signs, portable signs, and temporary signs shall be prohibited within the corridor.

(e) *Building material:* No building elevation constructed of unadorned concrete masonry units or corrugated and/or sheet metal shall front upon any existing public or private rights-of-way.

(f) *Utilities and lighting.*

1. Utility lines. All utility lines such as electric, telephone, CATV, or other similar lines serving individual sites as well as all utility lines necessary within the property shall be placed underground. All junction and access boxes shall be screened with sufficient vegetation so as to completely obscure it from view. All utility pad features and meters should be shown on the site plan.
2. Reserved.

(g) *Reserved.*

(h) *Variance and appeals.* Variances and appeals shall be handled through the board of zoning appeals as provided within Chapter 7 of the Zoning Ordinance of the City of North Charleston.

(i) *Amortization of nonconforming uses.*

1. Any use lawfully established as of May 10, 2001, which is thereafter continuously operated, and which would otherwise be in violation of this section shall be deemed a nonconforming use.
2. "Grandfathering" permitted in limited circumstances. Except as provided within subsection 3. below, uses lawfully established prior to the effective date of this ordinance shall be permitted to continue pursuant to section 4-5 of the Zoning Ordinance of the City of North Charleston. Expansion of non-conforming uses shall not be permitted unless expressly approved by the

zoning administrator based upon the finding that either A) the proposed expansion is consistent with the requirements of this ordinance or B) the expansion is the most harmonious possible given the requirements of this ordinance and the preexisting development at the site and further, that the expansion would not contribute to undermining the integrity of the Dorchester II Zone.

3. Amortization provided.

i. Uses not in conformity with sections 5-12(b)1. and 5-12(b)2. shall not be grandfathered as set forth above, but rather shall be amortized out of existence over a period not to exceed seven (7) years from the date of ratification of this ordinance. Provided, however, that where the non-conformity with 5-12(b)1. or (b)2. results from the pre-existing establishment of a permanent improvement within the prescribed buffer zone the property owner may obtain a waiver from the zoning administrator upon a showing that a satisfactory buffer of a depth equal to or greater than seventy-five (75) per cent of the distance between the property line and the improvement has been established.

ii. Uses not in conformity with section 5-12(d) shall not be "grandfathered" as set forth above, but rather shall be amortized out of existence over a period not to exceed (7) years, unless sooner terminated for any reason or voluntarily discontinued for a period of six (6) months or more. Such non-conforming uses shall not be increased, enlarged, extended or altered except that the use may be changed to a conforming use.

(j) *Severability.* If any subsection or clause of this ordinance shall be deemed to be unconstitutional or otherwise invalid, the validity of the remaining sections, subsections, and clauses shall not be affected thereby.

(Ord. No. 2001-39, 5-10-01; Ord. No. 2001-092, 12-27-01; Ord. No. 2006-45, 7-25-06; Ord. No. 2006-46, 7-25-06; Ord. No. 2007-80, 11-29-07; Ord. No. 2012-047, 10-25-2012; Ord. No. 2019-034, 6-27-2019; Ord. No. 2021-041, Exh. A, 5-27-2021)

Section 5-13. - Ladson Road overlay district:

(a) *Boundaries.* The Ladson Road Overlay District boundaries shall be the Dorchester County line, Ashley Phosphate Road from the county line east to I-26, I-26 from Ashley Phosphate Road to Ancrum Road to include those properties abutting Ancrum Road, Ancrum Road to Ladson Road to include those properties abutting Ladson Road, Ladson Road to the Dorchester County line.

(b) *Required buffers.*

1. Ladson Road.

A. *Commercial front buffers.* The front buffer for commercial and office establishments shall be fifteen (15) feet along corridor rights-of-way, both public and private. This buffer is intended for aesthetic, rather than screening purposes. The buffer shall contain the following minimum ornamental plantings per one hundred (100) linear feet of frontage:

- Three (3) canopy trees two and one-half (2½) inches caliper minimum

- Three (3) understory trees six (6)—eight (8) feet height minimum
- Twenty-five (25) shrubs, three (3) gallon minimum

B. *Commercial side and rear buffers.* Side and rear buffers shall be provided per City of North Charleston standards, including section 6-12 of the Ordinance.

C. *All buffer areas.* All buffer areas must accommodate required plant material within the buffer. Drainage swales and storm water detention ponds may be placed in the buffer only when trees are not endangered and only when they meander through the buffer in an unobtrusive manner. Storm water detention ponds may not occupy more than twenty-five (25) per cent of the buffer area. Driveways may pass through a buffer to gain access to parking. Structures other than permitted freestanding signs may not be placed within the buffer.

D. *Required screening:*

i. Loading zones: Structures shall be oriented so that loading areas are in no manner visible from residential districts, from existing public or private rights-of-way, or from planned future public rights-of-way. Loading areas may be oriented toward adjoining developed properties, which are commercially zoned, or toward adjoining properties eligible for future commercial development if and only if they are entirely screened from view by the use of solid fencing or appropriate landscaping.

ii. Reserved.

(c) *Reserved.*

(d) *Signs:* In addition to the city's normal sign code, the following special regulations shall apply:

(1) Freestanding signs: Must be "monument" or "pedestal" in design, not to exceed fifty (50) square feet per sign face and ten (10) feet in height of the sign structure. One (1) sign per major road frontage.

(i) Shopping center freestanding signs: A shopping center may erect one (1) "monument" or "pedestal" freestanding sign per street frontage, up to a maximum of two (2) signs per center. One (1) square foot of freestanding signage will be permitted per each linear foot of shopping center building frontage, up to a maximum of one hundred fifty (150) square feet per sign.

(ii) Illumination of freestanding signs: Internal illumination will be permitted in areas of fifteen-foot buffers. In areas of fifty-foot buffers, no internal illumination will be permitted for residential subdivision entrance signs. In all areas, no flashing or moving signs will be permitted.

(2) Wall signs and window signs (commercial): One (1) square foot of wall and window signage combined will be permitted per each linear foot of building frontage, up to and not exceeding fifteen (15) per cent of the area of the building façade on which the signs are to be displayed.

(3) Prohibited signs: Off-premises signs, portable signs, and temporary signs shall be prohibited within the corridor.

(e) *Building material:* No building elevation constructed of unadorned concrete masonry units or corrugated and/or sheet metal shall front upon any existing public or private rights-of-way.

(f) *Utilities and lighting:*

(1) Utility lines. All utility lines such as electric, telephone, CATV, or other similar lines serving new sites as developed after adoption of this section as well as all utility lines necessary within the property shall be placed underground. All junction and access boxes shall be screened with sufficient vegetation so as to completely obscure it from view. All utility pad features and meters should be shown on the site plan.

(2) Reserved.

(g) *Reserved.*

(h) *Variance and appeals.* Variances and appeals shall be handled through the board of zoning appeals as provided within Chapter 7 of the Zoning Ordinance of the City of North Charleston.

(i) *Severability.* If any subsection or clause of this ordinance shall be deemed to be unconstitutional or otherwise invalid, the validity of the remaining sections, subsections, and clauses shall not be affected thereby.

(Ord. No. 2002-56, 8-22-02; Ord. No. 2006-45, 7-25-06; Ord. No. 2006-46, 7-25-06; Ord. No. 2006-47, 7-25-06; Ord. No. 2007-81, 11-29-07; Ord. No. 2012-011, 4-26-2012; Ord. No. 2012-047, 10-25-2012; Ord. No. 2019-034, 6-27-2019; Ord. No. 2021-041, Exh. A, 5-27-2021)

Section 5-14. - University Boulevard overlay district:

(a) *Boundaries.* The University Boulevard overlay district shall include all parcels of land south of Goose Creek, east of I-26, west of Rivers Avenue/US 52 and generally north of I-26, US 52 and US 78 Connector.

(b) *Required buffers.*

1. US 78 (University Boulevard) Buffers

A. *Commercial front buffers.* The front buffer for commercial and office establishments shall be fifteen (15) feet along corridor rights-of-way, both public and private. This buffer is intended for aesthetic, rather than screening purposes. The buffer shall contain the following minimum ornamental plantings per one hundred (100) linear feet of frontage:

- Three (3) canopy trees two and one-half (2½) inches caliper minimum
- Three (3) understory trees six (6)—eight (8) feet height minimum
- Twenty-five (25) shrubs, three (3) gallon minimum

B.

Commercial and multifamily side and rear buffers. Side and rear buffers shall generally be provided per City of North Charleston standards, including section 6-12 of the ordinance. However, in instances in which a commercial, office, or multifamily development abuts a residential zoned or used parcel, (i) the required vegetative side or rear buffer depth shall be twenty-five (25) feet along that side of the commercially zoned or used parcel and (ii) an eight (8) foot privacy fence, with its finished side facing the abutting residential area, shall be installed parallel to the property line and either (a) set back at least three (3) feet from the property line, or (b) along the property line so long as there is a permanent, non-revocable easement of at least three (3) feet in width from the adjoining landowner so as to permit maintenance of the fence.

C. *Front residential buffers.* An opaque fifty (50) foot buffer shall be provided along the frontage of any new single-family residential development across the street from any use or zoning other than single family residential.

The fifty (50) foot front buffer shall contain the following minimum planting per one hundred (100) linear feet when existing vegetation is not sufficient:

- Eight (8) canopy trees two and one-half (2½) inches caliper minimum
- Twelve (12) understory trees six (6)—eight (8) feet minimum
- Fifty (50) shrubs, three (3) gallon minimum

D. *Side and rear buffers (residential).* For residential units newly constructed after the effective date of this ordinance, a twenty-five (25) foot vegetative buffer shall be constructed on residentially zoned or used parcels along the edge of any such parcel that abuts a parcel either zoned for or dedicated to a commercial, office or multifamily use.

E. *Required screening:*

i. Loading zones: Structures shall be oriented so that loading areas are in no manner visible from residential districts, from existing public or private rights-of-way, or from planned future public rights-of-way. Loading areas may be oriented toward adjoining developed properties, which are commercially zoned, or toward adjoining properties eligible for future commercial development if and only if they are entirely screened from view by the use of solid fencing or appropriate landscaping.

ii. Reserved.

F. *Reserved.*

G. *Signs:* In addition to the city's normal sign code, the following special regulations shall apply:

(1) Freestanding signs: Must be "monument" or "pedestal" in design, not to exceed fifty (50) square feet per sign face and ten (10) feet in height of the sign structure. One (1) sign per major road frontage.

(i)

Shopping center freestanding signs: A shopping center may erect one (1) "monument" or "pedestal" freestanding sign per street frontage, up to a maximum of two (2) signs per center. One (1) square foot of freestanding signage will be permitted per each linear foot of shopping center building frontage, up to a maximum of one hundred fifty (150) square feet per sign.

(ii) Illumination of freestanding signs: Internal illumination will be permitted in areas of fifteen-foot buffers. In areas of fifty-foot buffers, no internal illumination will be permitted for residential subdivision entrance signs. In all areas, no flashing or moving signs will be permitted.

(2) Wall signs and window signs (commercial): One (1) square foot of wall and window signage combined will be permitted per each linear foot of building frontage, up to and not exceeding fifteen (15) per cent of the area of the building façade on which the sign is to be displayed.

(3) Prohibited signs: Off-premises signs, portable signs, and temporary signs shall be prohibited within the corridor. Nothing in this section shall be construed to prevent the on-premises display of a single monument style for-sale sign not to exceed ten (10) square feet in residential areas and thirty-five (35) square feet in commercial areas.

H. *Building material:* No building elevation constructed of unadorned concrete masonry units or corrugated and/or sheet metal shall front upon any existing public or private rights-of-way.

I. *Utilities and lighting.*

(1) Utility lines. All utility lines such as electric, telephone, CATV, or other similar lines serving new individual sites developed after the adoption of this ordinance as well as all utility lines necessary within the property shall be placed underground. All junction and access boxes shall be screened with sufficient vegetation so as to completely obscure it from view. All utility pad features and meters should be shown on the site plan.

(2) *Reserved.*

J. *Noise:* Businesses utilizing outdoor speaker systems must ensure that noise produced by these systems is not audible beyond the boundaries of the property on which they are located.

K. *Reserved.*

L. *Variance and appeals.* Variances and appeals shall be handled through the board of zoning appeals as provided within Chapter 7 of the Zoning Ordinance of the City of North Charleston.

M. *Severability.* If any subsection or clause of this ordinance shall be deemed to be unconstitutional or otherwise invalid, the validity of the remaining sections, subsections and clauses shall not be affected thereby.

(Ord. No. 2002-067, 9-26-02; Ord. No. 2006-38, 6-22-06; Ord. No. 2006-45, 7-25-06; Ord. No. 2006-46, 7-25-06; Ord. No. 2006-47, 7-25-06; Ord. No. 2010-084, 12-21-2010; Ord. No. 2012-047, 10-25-2012; Ord. No. 2019-034, 6-27-2019; Ord. No. 2021-041, Exh. A, 5-27-2021)

Section 5-15. - AG, Agricultural district:

It is the intent of this section that the AG district be established to reserve appropriate land for agricultural activities, protect agricultural land and land uses from development pressures, protect natural and historical resources, preserve wetlands, watercourses and other significant natural resource areas, and to preserve the scenic quality of the landscape.

(a) *Permitted uses:* The following uses shall be permitted in the AG zoning district:

1. Agricultural uses:
    a. Agriculture, crop production;
    b. Agriculture, horse care, stabling and boarding;
    c. Forestry.
2. Residential uses:
    a. Single-family residential;

(b) *Accessory uses:*

1. Accessory uses shall be limited to uses that are applicable to R-1, single-family residential district. However, private kennel or other quarters for the keeping of poultry or animals for commercial purposes are permitted provided that such use does not generate a nuisance to adjoining properties and commercial flower, ornamental shrub or vegetable garden, greenhouse or slat house not more than eight (8) feet in height shall be permitted.

(Ord. No. 2006-10, 3-23-06; Ord. No. 2020-050, Exh. A, 10-22-2020)

Editor's note— Ord. No. 2006-10, adopted March 23, 2006, provided for the inclusion of a new § 5-13 within this Zoning Code. Inasmuch as § 5-13 exists in the Zoning Code, the provisions of Ord. No. 2006-10 have been redesignated as § 5-15 at the discretion of the editor.

Section 5-16. - Old Village business overlay district:

(a) *Purpose:* The Old Village was and is a traditional "Main Street Small Town America." As such, it is a place of commerce for retail, eating and social meeting.

(b) *District boundaries:*

(1) Durant Avenue on the North;

(2) Virginia Avenue on the East;

(3) Cougar Way on the South;

(4) Jenkins Avenue to Lockhart Street to Chateau Avenue on the West;

(5) Plus the boundaries of the Garco Park planned development district property; and

(6) The parcel occupied as of January 1, 2009 by the restaurant known as "Sesame" near the corner of Spruill Avenue and Montague Avenue, and the adjacent city-owned property on the corner of Spruill and Montague. For purposes of this parcel, the maximum sidewalk café area on the city-owned parcel shall be equal to the average width of the public sidewalk on East Montague Avenue within the boundaries specified in items (1) through (4) above. It is intended that sidewalk dining may occur on the parcel itself in lieu of on the sidewalk, subject to the further regulations set forth herein, but in no event may the sidewalk café area on the city-owned parcel constitute the entire parcel.

(c) *Type of district; permitted uses:* As an overlay district, permitted uses shall be those of the underlying zoning district classification, as modified herein.

(d) *Supplemental uses:*

(1) Sidewalk cafés:

a. *Definitions.*

1. *Alcoholic beverages* mean and include alcohol, spirits, wine or beer.
2. *Food* means any raw, cooked or processed edible substance or ingredient, used or intended for use in whole or in part for human consumption, and shall include non-alcoholic beverages allowed to be sold in accordance with this section, but shall not include alcoholic beverages.
3. *Sidewalk café* means a portion of an immobile retail food establishment located on a public right-of-way directly adjacent to the retail food establishment.
4. *Sidewalk café area* means the space within the boundaries of the sidewalk café elements.
5. *Sidewalk café elements* mean all tables, chairs, plants, planters, and any other items of the sidewalk café, which are approved in the sidewalk café permit.

b. *Permit required for sidewalk café.* A permit, which shall be known as a sidewalk café permit, shall be required to operate a sidewalk café. A sidewalk café permit shall be valid for one (1) year from the date of its issuance. The fee for a sidewalk café permit shall be one hundred dollars ($100.00).

c. *Permit application and approval procedure.* Application for a sidewalk café permit shall be submitted to the zoning administrator, who shall make available forms for this purpose. The applicant shall provide such information on the application as the zoning administrator may require:

1. Proof that the applicant holds a valid retail food establishment business license and certificate of occupancy issued to the establishment that will provide food for the sidewalk café adjacent thereto.

2. Proof of insurance in the amount of at least one hundred thousand dollars ($100,000.00) for the area included in the sidewalk café.
3. A measured drawing of the sidewalk café. This drawing must accurately depict all existing street furniture and other obstructions (trees, poles, news boxes, signs, hydrants, parking meters, etc.).
4. A layout plan for the sidewalk café demonstrating that the sidewalk café shall not unreasonably interfere with:
   (a) Adequate pedestrian flow;
   (b) Access to building entrances;
   (c) Pedestrian and traffic safety; and
   (d) The aesthetic quality of the surrounding area.
5. A non-refundable application fee of one hundred dollars ($100.00).
6. A notarized statement indicating that the applicant: (a) has had no Municipal Code violations relating to the applicant's retail food establishment within the last twelve (12) months preceding the date of the application; or (b) has had Municipal Code violation(s) relating to the applicant's retail food establishment within the last twelve (12) months preceding the date of the application with a list of the specific violation(s) by date and Code section. Any Municipal Code violation that has been adjudicated against the applicant relating to the applicant's retail food establishment within the last twelve (12) months preceding the date of the application shall be grounds for denial of the application.
7. Upon the filing of a completed application for a sidewalk café permit, the retail food establishment to which such application applies shall be posted along each public thoroughfare abutting the retail food establishment with a sign at least ten (10) days prior to any consideration of the application by the zoning administrator. The sign shall specify the request sought by the application and the phone number and address of the zoning administrator to be contacted concerning the application.

d. *Review of application.* The zoning administrator shall review a submitted application for compliance with this section and regulations promulgated pursuant thereto.
   1. If the zoning administrator finds that the applicant meets the requirements of this section and the regulations promulgated hereunder, the zoning administrator shall provide the application to the fire inspector. The fire inspector will review the application for fire code compliance, and will forward a recommendation to the zoning administrator.
   2.

Upon the receipt of a favorable recommendation from the fire inspector, the zoning administrator shall approve the sidewalk café permit to the applicant; provided the sidewalk café permit shall not be issued until after the zoning administrator or his designee and fire inspector have conducted a site inspection of the approved sidewalk café and all sidewalk café elements placed therein to ensure that the sidewalk café and all sidewalk café elements are in compliance with the approved permit and that the permittee is in compliance with all other requirements of the permit.

3. If the zoning administrator finds that the applicant fails to meet the requirements of this section or does not receive a favorable recommendation from the fire marshal he shall notify the unsuccessful applicant in writing of the denial and the reasons therefore within ten (10) business days after the denial.
4. All appeals of administrative interpretations or decisions of the zoning administrator shall be made to the board of zoning appeals.

e. *Compliance with plan and other components of application.* Each sidewalk café shall comply in all respects with the specifications set out in the plan submitted to and approved by the zoning administrator, and with the other components of the application.

f. *Permit—Assignment or transfer prohibited.* No permittee shall assign or transfer a sidewalk café permit without the express written consent of the zoning administrator.

g. *Permit for one (1) retail food establishment only.* A sidewalk café shall be for the exclusive use of the licensed retail food establishment stated on the permit. Sharing or other joint use of a sidewalk café location by more than one (1) retail food establishment shall be prohibited unless the zoning administrator finds that shared use of the area is in the best interests of the public and will improve the functionality of the overlay district.

h. *Permit for food and beverage service, including alcoholic beverages, only.* A sidewalk café permit shall only authorize food and beverage service, including alcoholic beverages, at the sidewalk café. Regardless of what other activity may be permitted to take place inside the establishment that holds the sidewalk café permit, such other activity except food and beverage service, including alcoholic beverages, shall be prohibited.

i. *Operational conditions.*

1. Sidewalk cafés permitted under this section shall not operate earlier than 7:00 a.m. and no later than 11:00 p.m. unless the hours of the establishment are more restricted by operation of law or otherwise, in which case, the establishment's more restrictive hours shall control.
2. Sidewalk cafés shall only be permitted on sidewalks with a minimum of ten (10) feet measured from the property line to the face of curb on streets with on-street parking. On sidewalks with an adjacent traffic lane, the sidewalk width is required to be a minimum of fifteen (15) feet. The area designated for the sidewalk café shall be considered an extension of the franchise; therefore, the location of the sidewalk café

must be directly in front of the franchise. However, the permittee may, upon consent of the property owner, also utilize the location directly in front of no more than one (1) additional parcel with which the permittee shares a property boundary provided that such parcel is not utilized as a sidewalk café and complies with all requirements for sidewalk café areas, including but not limited to inspection and permitting.

3. Sidewalk café operators are required to maintain a clear pedestrian path of five (5) feet minimum at all times. In areas of higher pedestrian traffic or activity or in conditions that suggest the need for additional clearance, a clear pedestrian path greater than five (5) feet may be required. On sidewalks with an adjacent traffic lane, the clear pedestrian path is required to be a minimum of ten (10) feet at all times. Such area shall be free of any obstructions such as trees, parking meters, utility poles and the like in order to allow adequate pedestrian movement. The sidewalk café may not impinge on any required clear distances for maneuvering around building entrances or exits. All services provided to patrons of a sidewalk café and all patron activity (i.e., sitting, dining, waiting, etc.) shall occur within the designated sidewalk café area, and shall not impinge on the required clear distance for pedestrian passage at any time. (RI)
4. Sidewalk cafés permitted under this section shall not play amplified music, whether live or recorded. No speakers, microphones, televisions or other audio or video devices shall be permitted at a sidewalk café.
5. Additional parking shall not be required due to the addition of a sidewalk dining area. (COC)
6. The permittee must provide supervision of the sidewalk café area to ensure the conduct of patrons and operations of the area are in compliance with this ordinance at all times.
7. Where exigent circumstances exist, and an authorized officer or city official gives notice to a permittee to temporarily move from a location, such permittee shall comply with the notice. Exigent circumstances shall include, but not be limited to unusually heavy pedestrian or vehicular traffic, existence of any obstructions in the public space at or near such a location, an accident, fire, an emergency situation, private or public construction projects at or near such locations, or a parade, demonstration, or other such event or occurrence at or near such location. Such findings by the zoning administrator may be made upon unanticipated or after-discovered factors or conditions, which became obvious only after operation of a sidewalk café. If such a limitation or suspension shall continue for a period in excess of thirty (30) days, or should a permit be so cancelled, the permittee shall be entitled to refund of a pro rata share of the annual fee.
8. The permittee shall post the original sidewalk café permit, and any conditions that have been imposed upon such permit, on the premises of the sidewalk café.

9. The number of people permitted at any time within the sidewalk café area shall be limited to the number of seats authorized in the sidewalk café permit. The purpose of this ordinance is to provide a setting for sidewalk dining. Nothing in this ordinance shall be construed so as to allow festivals or parties on any public property within the overlay district the sidewalk café area.
10. The holder of the sidewalk café permit shall keep the sidewalk within the sidewalk café area and the adjacent public areas clean and free of spilled food, beverages and/or other debris at all times. The sidewalk café permit holder shall provide proper controls for insects, vermin and other animals that may be attracted by the operation of the sidewalk café.

j. *Alcoholic beverage service—Requirements.*

1. If alcoholic beverages are served at the sidewalk café, the operator must be validly licensed under all applicable laws for such sales.
2. Alcoholic beverages supplied by the customer or by any other person other than the permittee shall not be allowed at a sidewalk café.
3. No alcoholic beverages may be stored or mixed in the sidewalk café area.
4. No person shall remove alcoholic beverages from the sidewalk café and the retail food establishment for which that sidewalk café permit has been issued. In no event may any person transport alcoholic beverages from one (1) sidewalk café area to another, or onto or across any streets within the overlay district.
5. Alcoholic beverages may not be served in a sidewalk café area unless served in conjunction with the service of food to the same individual to whom the alcoholic beverage has been served.
6. The number of alcoholic beverages permitted to be served at any time within the sidewalk café area shall be limited to the number of seats authorized in the sidewalk café permit.
7. Notwithstanding the operating hours for the sidewalk café specific hereinabove, alcoholic beverages may not be served before the hour of 3:00 p.m.
8. Alcoholic beverage service in the sidewalk café area must be suspended during any time that a street dance, street festival or other permitted public gathering is taking place within the boundaries of the overlay district.

Violation of this section by a customer, permittee, guest or trespasser shall constitute a violation of section 3-2, Drinking in Public Places, City of North Charleston Code of Ordinances.

(e) *Buffers, density, and setbacks:* Excepting the Garco Park planned development district (which shall be subject to the PDD's specified buffers and setbacks), there shall be no buffer, minimum lot area per dwelling unit, or setback requirements for new or existing construction, including dumpsters

and accessory buildings. Buildings constructed within ten feet of the parcel line shall require a firewall meeting the standards of the current edition of the city's building code, except where abutting right-of-way.

(f) *Height restrictions:* All buildings shall have a minimum height equivalent to a two-story building and a maximum of three stories. (Rooftop mechanical equipment and screening are subject to the maximum height limit.) Rooftop decks are not considered a story for the purpose of height and, for buildings on lots with frontage on East Montague Avenue, any shade structures on the deck must be located in the back half of the property. Within the Garco Park planned development district, the PDD and/or ARB shall control for height.

(g) *Building material:* No building elevation constructed of unadorned concrete masonry units or corrugated and/or sheet metal shall be made visible from any public or private right of way, nor from any neighboring parcel. Construction shall utilize siding of brick, wood, or stucco, and blend in with the existing character of the Old Village. Siding materials shall not be "mixed" (i.e. one face or portion of a face covered in one siding with other portions of the building finished in another type of siding) unless the structure featured mixed siding prior to the effective date of this ordinance. When siding is replaced it shall be replaced with siding of the same type and of similar dimensions to the extent reasonably possible. Within the Garco Park planned development district, the PDD and/or ARB shall control for acceptable materials.

(h) *Building orientation.* Structures shall be oriented toward the street and feature a well-defined entrance. Buildings with frontage on East Montague shall have a storefront and windows at the street level. Within the Garco Park planned development district, the PDD and/or ARB shall control.

(i) *Signage.* No monument or poles signs are permitted. Within the Garco Park planned development district, the PDD and/or ARB shall control.

(Ord. No. 2009-36, 8-27-09; Ord. No. 2023-003, Exh. A, 1-26-2023)

Section 5-17. - West Ashley Overlay District:

(a) *Boundaries.* The West Ashley Overlay District shall include all parcels in the City of North Charleston that are located on lands west of the Ashley River.

(b) *Vision and intent.* It is the goal of the West Ashley Overlay District in the City of North Charleston to preserve and engage the significant natural and historic features of the district in a way that meshes harmoniously with the surrounding landscapes along the road and the Ashley River and to ensure that the impacts of economic development do not negatively affect the feel of a seamless corridor along the entirety of Ashley River Road, despite its multiple jurisdictional controls, by providing meaningful traffic and stormwater impact mitigation, extensive corridor buffering, a high degree of multi-modal connectivity, and signage and curb-cut controls along the corridors.

(c) *Required highway buffers and screening.*

1.

Highway visual buffer (HVB). An uninterrupted 200-foot depth vegetative buffer shall be required along all frontage property lines for rights-of-way of SC-61 (Ashley River Road) and SC-165 (Delemar Highway), except where curb cuts are expressly provided under this section.

a. Where suitably opaque and continuous, undisturbed natural vegetation may satisfy this requirement provided the natural vegetative, opaque buffer exceeds fifteen (15) feet in height and has a minimum depth of fifty (50) feet; if the existing vegetation does not provide opacity to a height of fifteen (15) feet within the front fifty (50) feet of the buffer area, then additional plantings shall be required.

   i. The vegetative highway buffers shall be opaque and, when it is determined by the zoning administrator that the natural vegetation does not meet the intended opacity requirements of this ordinance, then the buffer shall include, at a minimum, the following per one hundred (100) linear feet of frontage in order to achieve opacity at the time of plantings:

   - Twenty-four (24) canopy trees (two and one-half (2½) inch diameter breast height minimum); and
   - Twenty (20) understory trees (six-foot height minimum), of which fifty (50) per cent shall be evergreen; and
   - Forty (40) shrubs, (three (3) gallons minimum); shrubs, when required, shall be planted within the first fifteen (15) feet of the buffer area closest to the highway right-of-way or within ten (10) feet of the Ashley River Road Trail System.

   Existing vegetation over four (4) inches in diameter breast height and found on the city's approved plant list shall count as one for one reduction to the planting requirements listed above.

b. The opaque nature of the highway buffer shall be maintained in perpetuity; if it is determined by the zoning administrator that for any reason the highway buffer is no longer opaque, then it shall be the property owner's duty to provide plantings that are sufficient to re-establish the opacity of the highway buffer area.

2. *High intensity commercial node (HICN) buffer.* The HICN consists of a quarter (¼) mile radius from the intersection of the centerlines of Ashley River Road and Delemar Highway, also known as Cooks Crossroads. Rather than the normal 200-foot highway buffer required in Section (c)1. above, the vegetative highways buffer for areas within the HICN, shall at a minimum, have a 50-foot depth and include the following per hundred (100) feet of frontage in addition to retaining all-natural vegetation six (6) inches DBH and greater, excluding invasive-species vegetation:

   - Six (6) canopy trees (two and one-half (2½) inches diameter breast height minimum); and
   - Forty (40) shrubs (three (3) gallon minimum)

Under-brushing of vegetation up to six (6) inches DBH shall be permitted on parcels on the high intensity commercial node.

3. For all buffers required by this ordinance, buffer tree plantings shall be on the city's approved plant list.
4. Permitted uses within the highway visual buffer (HVB) and high intensity commercial node (HICN) buffer:
    a. Perpendicular access drives—No wider than sixty (60) feet, unless a greater width is required by a regulatory agency, and as the access drive is perpendicular to the highway
    b. Hiker/biker (shared use) trails—Twelve (12) feet in width should meander through the buffer; the trails may not be located within the first fifteen (15) feet of the buffer, closest to the highway except within thirty (30) feet on either side of a perpendicular access drive. (Within the West Ashley Overlay District, the hiker/biker trail shall only be required for developments along the west side of Highway 61 and the east side of Highway 165 and shall replace the requirement to build sidewalks along the frontage of the property, as stipulated in Section 18-52. Properties located within the HICN shall be required to provide sidewalks if the trail will not cross their property. In the HICN, the trail may satisfy some of the requirements of section 18-52.) Properties located on the east side of Highway 61 and the west side of Highway 165 must construct an eight-foot sidewalk adjacent to their access drive through the HVB when connecting to a crosswalk that safely crosses the highway and connects to the Ashley River Road Trail System (see (c)3.b.) Properties on the north or east side of the highway shall request and construct a crosswalk to the trail system; if the highway crossing is not approved, a payment in lieu for both the eight-foot sidewalk and the crosswalk will be put into a fund to provide an eventual crossing on a connected property, with any future payments going towards trail maintenance.
    c. Lawful silvaculture, horticulture, pastures, and row crops such that a 50-foot undisturbed and opaque vegetative buffer is maintained between the use and the highway right-of-way; if the existing natural vegetation does not achieve the required opacity, then plantings following section (c)1.a. shall be required.
    d. Underground utilities, provided they are buried and bored so that the buffer is undisturbed.
    e. Freestanding signs and approved trail furniture (informational kiosks, benches, workout stations, bicycle racks, trash cans, and recycling bins). No other structures are permitted within the buffer areas.
5. *Commercial front buffers.* For all other commercial properties within the Ashley River Road Corridor, a front buffer of fifteen (15) feet along all other rights-of-way, both public and private, shall be provided. This buffer is intended for aesthetic, rather than screening, purposes. The buffer shall contain the following minimum ornamental plantings per one hundred (100) linear feet of frontage:

- Three (3) canopy trees two and one-half (2½) inches caliper minimum.
- Three (3) understory trees six (6)—eight (8) feet height minimum.
- Twenty-five (25) shrubs, three (3) gallon minimum.

6. *Commercial side and rear buffers.* Side and rear buffers shall be provided per City of North Charleston standards, including section 6-12 of the Zoning Ordinance.
7. Mitigation for buffer disturbances:
   a. Unpermitted removal of buffer materials shall result in inch for inch replacement with a species of like kind or with a species from the approved plant list and payment into the city's tree bank at the prevailing rate.
   b. Developments in conformance with the curb cut requirements of this ordinance shall not be required to mitigate for tree removals, other than grand trees, within perpendicular access drives except when it is determined during site plan review that a reasonable accommodation can be made for the retention of the tree.
   c. Removal of trees of greater than ten (10) inches diameter breast height for the siting of the hiker/biker trail shall result in inch for inch replacement with a species of like kind or a species from the approved plant list.

(d) *Wetland buffers.*

Applicability. Properties within the overlay district shall be subject to section 6-17 of the Zoning Ordinance.

(e) *Curb cuts and traffic standards.*

1. *Curb cuts.* Limiting curb cuts throughout the West Ashley Overlay District shall reduce the visual impact of development within the district and provide a rural and environmentally sensitive, low impact design for the corridors in the district:
   a. Along the highway corridors, access shall be limited to twenty-four (24) feet of curb cut per three hundred (300) feet of frontage, with a maximum curb cut of sixty (60) feet
   b. Parcels created with less than three hundred (300) feet of frontage shall be required to create shared access easements with adjacent parcels, and existing parcels with less than three hundred (300) feet of frontage shall be required to request a shared access with the adjacent properties. If the owner of the adjacent parcel does not agree to share access, the applicant shall provide one (1) of the following to the planning and zoning department:
      i. A letter from the adjacent properties owner(s) denying access; or
      ii. If the adjacent properties owner(s) refuse(s) to provide a letter, an affidavit that documents attempts that the applicant made to request shared access and that the neighboring properties owner(s) refused to provide a letter, together with exhibits evidencing the same.

c. All curb cuts shall be a minimum of three hundred (300) feet from an intersecting roadway, except when there is an existing developed parcel whose curb cut does not meet the standard, where parcels are located in the HICN, or where a different distance is required by a regulatory agency.

i. The curb cut is only permitted after a recorded agreement or recorded easement plat, filed with the planning and zoning department, that states the property owner will allow adjacent properties to share access when developed, redeveloped, or when rezoned, and

ii. Where possible, access should be located along the common property boundary.

2. *Traffic standards.*

a. *Backage roads.* Backage roads shall be provided to create access to parcels along the highway corridors in the district. A backage road is defined as a reverse frontage road that runs behind development along a highway instead of in between the highway and the development providing the access from the highway to the development. Backage roads shall be built to city standards and shall run parallel to the highway corridors in the West Ashley Overlay District. Backage roads shall be sited along the rear of commercial developments that front along the highway corridors; and no more than one thousand two hundred (1,200) feet from the highway R/W. They shall also be encouraged to replace any curb cuts along the highways.

b. *Road connectivity.* All new developments shall be required to provide interior connectivity to adjacent properties; backage roads may be utilized to form connectivity between properties. All residential developments shall provide more points of access than dead ends, and future developments shall be required to utilize access points that were created by previous adjacent developments.

c. *Traffic analysis.* A traffic impact analysis shall be required in all instances in which the proposed development area exceeds five (5) acres or if the proposed development includes one (1) or more of the following:

i. Twenty-five (25) or more dwelling units;

ii. One (1) or more drive through service windows;

iii. Four (4) or more fuel dispensing units;

iv. More than ten thousand (10,000) square feet of floor area;

v. Requires a modification of the curb cut requirements;

vi. A restaurant with more than (4,000) square feet of gross floor area;

vii. Any business which will produce primarily truck (three (3) axles or more) traffic; or

viii. Where the number of peak hour vehicle trips is projected to exceed 100 per the latest edition of the Institute of Transportation Engineers Trip Generation Manual.

Such traffic impact analysis shall be required by the city and paid for by the applicant; the TIA shall include estimations of the incremental effect the development will have on corridor congestion, mobility, and accessibility. A compensatory mitigation shall be provided to the city to maintain in an interest earning bank account until the city has collected the necessary funds to fulfill the mitigation needs and/or the Level of Service (LoS) reaches a failing condition and the city wishes to act despite not having accrued all of the necessary funds in the account. Traffic impact studies shall be provided to the city for review simultaneous with submission of the preliminary site plan and/or plat for consideration.

d. *Multi-modal access.* Bike and pedestrian access shall connect the main entrance to the development with the adjacent parcels via an eight-foot wide, grade-separated pathway, or the Ashley River Road Trail System, where applicable.

(f) *Ashley River Road Trail System.* All new developments with frontage along the west side of Highway 61 or the east side of Highway 165 and on the east side of any future state or federal highway within the West Ashley Overlay District (whether added through annexation or construction) shall provide a continuous hiker/biker (shared use) path that connects along the Highway Visual Buffer at the edges of the development. This section supersedes section 18-52 of the Subdivision Ordinance.

1. The trail shall be twelve (12) feet wide, and meander through the 200-foot Highway Visual Buffer; the trail shall not be closer than fifteen (15) feet to the highway, except where within thirty (30) feet on either side of a perpendicular access drive or within the HICN,
   - A master development plan which provides the specified trail and the specified connection points at the edges of the development may choose to bring the trail through the development as opposed to maintaining it within the Highway Visual Buffer,
2. The trail shall be constructed of a pervious ADA compliant surface,
3. Signage shall conform to the trail wayfinding and signage in subsection (g) below.
4. All commercial developments along the trail shall orient a public access toward the trail and provide connection from the trail to the main entrance of the development via a sidewalk of no less than eight (8) feet in width.
5. The maintenance of the trail including maintaining the surface, upkeep of all signage related to the trail, and landscaping shall be provided by the POA/HOA for the development.

(g) *Signs*: In addition to the city's normal sign code, the following special regulations shall apply:

1. *Freestanding signs:* Must be "monument," "pedestal" or "gateway style entrance sign pair" in design, not to exceed forty (40) square feet per sign face and eight (8) feet in height of the sign structure. One (1) sign or "gateway style entrance sign pair" shall be permitted per major road frontage.

   a.

Shopping center freestanding signs: A shopping center may erect one (1) shared "monument" or "pedestal" freestanding sign per center and shall be a maximum of ten (10) feet tall with a maximum total sign face of sixty (60) square feet per side.

b. *Illumination of freestanding signs:*

i. Internal illumination and uplighting will not be permitted in the district,

ii. All illumination shall be designed to minimize glare into neighboring properties and rights-of-way,

iii. Signs shall be of matte finish with non-reflective letters and/or backgrounds, except for wayfinding signage,

iv. Light source shall not exceed twenty (20) foot-candles at any point on the sign face and shall be reduced by fifty (50) per cent outside of hours of operation,

v. No flashing or moving or electronic display signs will be permitted.

2. *Wall signs and window signs (commercial):* One (1) square foot of wall and window signage combined will be permitted per each linear foot of building frontage, up to and not exceeding fifteen (15) per cent of the area of the building façade on which the signs are to be displayed. Internal illumination will not be permitted.

3. Signs shall be fabricated of materials limited to brick, wood, concrete, stone or other non-reflective materials.

4. *District signage:* Signs for gateways, wayfinding, and trail signage shall be uniform throughout the district and design specifications shall be coordinated with the city.

5. *Prohibited signs:* Off-premises signs, portable signs, and temporary signs shall be prohibited within the corridor.

(h) *Design standards:*

1. *Prohibited materials.*

a. No building elevations shall be constructed with finishes of:

i. Unadorned concrete masonry units,

ii. Corrugated and/or sheet metal,

iii. Highly reflective or mirror-like materials, or

iv. Vinyl siding; except where development is located within a designated industrial park and no development within the industrial park is visible from any right-of-way outside that park.

b. Chain link fences shall not be permitted in view of public or private rights-of-way.

2. *Building height.*

a. Single-family detached residential max—Thirty-five (35) feet,

b. All other uses—Forty-five (45) feet, and

c. Within the HICN shall be afforded a ten-foot height bonus.

3. Buildings and developments within the HICN are encouraged to follow the design parameters expressed in *Standing at the Crossroads—Designing a Gateway for the Future*, a design manual adopted by Dorchester County in 2019 (Ordinance # 19-09) for the properties surrounding Cooks Crossroads. Conformance to these guidelines shall ensure that the gateway to the West Ashley Overlay District is complementary and sympathetic to the historic character and natural beauty of the district while providing a cohesive front porch from which to spread that charm.

4. *Required screening:*

   a. *Loading zones:* Structures shall be oriented so that loading areas are in no manner visible from residential districts, from existing public or private rights-of-way, or from planned future public rights-of-way. Loading areas may be oriented toward adjoining developed properties, which are commercially zoned, or toward adjoining properties eligible for future commercial development if and only if they are entirely screened from view by the use of solid fencing or appropriate landscaping.

5. *Utilities and lighting.*

   a. *Utility lines*. All utility lines such as electric, telephone, cable TV, or other similar lines serving individual sites as well as all utility lines necessary within the property shall be placed underground using the boring method to minimize the removal of vegetation. All junction and access boxes shall be screened with sufficient vegetation so as to completely obscure it from view. All utility pad features and meters should be shown on the site plan.

   b. *Lighting*.

      i. Artificial lighting for any use other than the illumination of signs (found in subsection (g)1.b.) within any buffer area shall be limited to a maximum lighting impact of one (1) candle foot and include full cutoff protective shields, except for the safe lighting of the trail system which will require two-foot-candle illumination with full cut-off protective shields

      ii. Street lighting within residential areas shall not exceed twelve (12) feet in height, eighteen (18) feet in commercial areas, and twenty-four (24) feet when located in a designated industrial park. All lighting shall include full cutoff protective shields.

6. *Lot requirements.*

   1. *Residential requirements.*

      a. Minimum lot size:

         i. *Single family detached dwellings:* twelve thousand (12,000) square feet of high ground (federally designated wetlands shall not be counted to meet this minimum lot requirement) per dwelling.

         ii.

Multi-family dwellings: six thousand (6,000) square feet of high ground (federally designated wetlands shall not be counted to meet this minimum lot requirement) per dwelling.

b. Minimum setbacks: Front—Twenty-five (25) feet, Side—Ten (10) feet, and Rear—Twenty (20) feet.

c. Minimum lot width (at the building line): Sixty (60) feet.

d. Minimum street frontage: Thirty (30) feet.

e. Maximum impervious surface coverage (includes all land that is covered by water-resistant materials, such as asphalt, concrete, brick, stone, rooftops (green roofs would be excluded), etc.: Thirty (30) per cent.

f. Clustering of lots is encouraged, however federally designated wetlands cannot count towards net density calculations.

2. *Clustered lot developments.* The goal of clustered lot developments is to minimize the impacts of residential developments on the environmentally and historically significant lands and waters in the West Ashley Overlay District by allowing smaller lots in exchange for the dedicated conservation of offsetting tracts of land, including a dedicated wetland buffer.

a. *Minimum lot size:*

Cluster Lot Area Table			
R-1		R-2	
% of Developable Land* Placed in Conservation Easement	Minimum Lot Size** (square feet)	% of Developable Land* Placed in Conservation Easement	Minimum Lot Size** (square feet)
0	12,000	0	6,000
10	10,000	10	4,800
20	8,000	20	3,600
30	6,000	30	2,400
40+	4,000	40+	1,200
* Can be scaled to any amount between 0 and 40%; these are benchmarks.			

** Minimum lot size calculations must exclude all federally designated wetlands.

b. The minimum land area to dedicate for conservation in order to create a cluster development is five (5) acres. A conservation easement shall be placed over highland areas preserved by clustering and recorded subsequently with the lots.
c. Minimum setbacks: Front—Twenty (20) feet, Side—Five (5) feet, and Rear—Ten (10) feet;
d. Minimum lot width (at the building line): Fifty (50) feet;
e. Minimum street frontage: Thirty (30) feet;
f. Maximum impervious surface coverage: Sixty (60) percent; and
g. The lot requirements of this section supersede those found in section 18-40 of the Subdivision Regulations.

7. *Open space requirements.* All residential development shall provide a minimum fifteen (15) per cent active open space calculated from total net acreage (total acreage minus wetland area) in addition to the requirements of section 6-15 of the Zoning Ordinance. Areas used for stormwater ponds, landscaped buffers, and wetland buffers do not count toward the minimum requirement of active open space. Open space shall be perpetually preserved by means of open space easements and/or open space dedication statements on recorded plats. Active open space shall include neighborhood parks, playgrounds and other active recreational uses, including the required trail on the west and south side of Ashley River Road. The fifteen (15) per cent active open space requirement may be waived if the development is adjacent to a public park; however, a fifteen (15) per cent open space (whether active or passive) must still be provided within the development.
8. *Pre-application review requirements.* Prior to the submission of development or subdivision plans for review by the city, the city will require the developer to submit a concept plan and an archaeological survey.
    a. The concept plan shall include, where applicable:
        i. The name of the proposed development, if known;
        ii. A general description of the proposed development including the types of proposed uses, the approximate areas and locations of proposed classes of uses;
        iii. If known, the plan should indicate possible restrictions on use or development of the property, the location of infrastructure, any possible restrictive covenants, yard, or density restriction, and any other local, state or federal laws or regulations that may restrict, govern, impact, or be impacted by the proposed plan; and
        iv.

A map showing the location and boundaries of the proposal which includes preliminary wetland delineations, locations of proposed uses, and locations of any historically significant findings from the archaeological study.

b. The archaeological study—Any work that will result in ground-disturbing activities in the West Ashley Overlay District requires the examination of the project's archaeological context through a reconnaissance-level survey, and may result in requirements for additional archaeological investigations depending on the results of the survey.

i. All historically significant findings shall be mapped and provided with a report;

ii. All locations where historically significant artifacts or features are found and not intended to be relocated, they shall be delineated and provided with a 25-foot undisturbed buffer. Where relocation of the artifacts or features is unavoidable, they may be relocated in consultation with and the consent of the State Historic Preservation Office. In cases where the historic feature is a cemetery, a foot path leading through the buffer to the site shall be permissible; and

iii. All survey findings shall be submitted to the State Historic Preservation Office (SHPO) for review and recordation.

(i) *Variance and appeals.*

1. Variances and appeals shall be handled through the board of zoning appeals as provided within article VII of the Zoning Ordinance of the City of North Charleston. Proposals for planned development (PD) districts within the West Ashley Overlay District which provide less stringent regulation than the articles within the West Ashley Overlay District ordinance shall be highly disfavored.

2. Where the requirements of this overlay district conflict with the requirements, conditions, or permits of other regulatory agencies, the zoning administrator may (but shall not be required to) administratively permit a reasonable modification without the necessity of a variance being obtained.

(j) *Severability*. If any subsection or clause of this section shall be deemed to be unconstitutional or otherwise invalid, the validity of the remaining sections, subsections, and clauses shall not be affected thereby.

(Ord. No. 2020-059, Exh. A, 11-19-2020; Ord. No. 2021-008, § (1), 2-5-2021)

Section 5-18. - Rivers Avenue South overlay district:

A. *Purpose:* The Rivers Avenue South overlay district is intended provide a framework for cohesive development design, safe multi-modal access, and walkable environment. The Rivers Avenue South overlay district shall supersede other zoning regulations where in conflict.

B. *District boundaries:*

1. The overlay district shall consist of all parcels of land having frontage along Rivers Avenue as

shown on the attached map.

2. Any subsequent plat which combines a parcel within the overlay with a parcel currently outside the overlay and has frontage along Rivers Avenue shall increase the boundary of the overlay by including the area that was outside the overlay prior to the plat.
3. Any subsequent plat which subdivides a parcel in the overlay and creates a parcel that no longer has frontage along the corridor's main roads shall not have the effect of removing the new parcel from the district boundaries.

C. *Uses:* As an overlay district, permitted uses shall be those of the underlying zoning district classification, as modified herein.

1. *Prohibited uses:* The following prohibited uses may not be located within the Rivers Avenue South overlay district, except at sites fronting Rivers Avenue lawfully occupied by these uses at the time of the passing of this ordinance:
   a. Open storage and yard sales, except seasonal sales involving Christmas trees and retail sales;
   b. Storage facilities as a primary use, including but not limited, to freight terminals, depots and drop yards; and,
   c. Used car and boat sales lots.
2. *Conditional uses:*
   a. Structured parking as a primary use provided that:
      i. Ground floor uses: Parking structures must have at least seventy-five (75) percent of the ground floor frontage along any street or designated pedestrian way consisting of active business uses other than parking, such as offices, retailing, services and entertainment.
      ii. There are no blank facades in excess of fifteen (15) feet in length.
         1. Windows and doors shall serve as break points for a façade.
         2. Unbroken facades in excess of fifteen (15) feet shall be adorned with vegetative growth (vertical gardens or green walls must remain green throughout the year).
         3. Structured parking facilities are required to have flat levels which would allow for the structure to be repurposed if the parking use were no longer desired.
   b. Surface parking may be used as a primary use on properties that are contiguous or within three hundred (300) feet of a transit stop.
   c. Gas stations and related convenience stores including a one-bay car wash, provided that:
      i. Conditions required in the underlying zoning are met;
      ii. The building is located between the pumps and the corridor's main road(s);
      iii. Neither overnight nor truck parking is allowed; and
      iv. Vehicle repair is not allowed.

d. Used auto parts sales, including used tire sales provided that:

i. Outdoor storage of tires or parts shall not be visible from the right of way between 7:00 p.m. and 7:00 a.m.

D. *Signage:* In addition to the city's existing sign code, the following special regulations shall apply:

i. Freestanding signs: Must be "monument" or "pedestal" in design, not to exceed fifty (50) square feet per sign face and ten (10) feet in height from the ground to the bottom of the sign face. One (1) sign per major road frontage.

(a) Shopping center freestanding signs: A shopping center may erect one (1) "monument" or "pedestal" freestanding sign per street frontage, provided the street has a right-of-way width of greater than eighty (80) feet, subject to a limit of two (2) signs per center. One (1) square foot of freestanding signage will be permitted per each linear foot of shopping center building frontage, up to a maximum of one hundred fifty (150) square feet per sign.

(b) Illumination of freestanding signs: Internally illuminated, flashing, and/or moving signs shall not be permitted within the overlay district. External illumination shall be full cut-off and fully shielded fixtures.

ii. Wall signs and window signs (commercial): One (1) square foot of wall and window signage combined will be permitted per each linear foot of building frontage, along the entirety of the building's orientation, up to and not exceeding fifteen (15) per cent of the area of the building façade on which the sign is to be displayed. Window signage shall not exceed twenty-five (25) per cent of the window area.

iii. Materials of signs: Exterior signs shall be fabricated of solid materials such as brick, wood, or concrete or metal.

iv. Prohibited signs: Off-premises signs, portable signs, and temporary signs shall be prohibited within the corridor. Nothing in this section shall be construed to prevent the on-premises display of a for-sale sign not to exceed eight (8) square feet in residential areas and thirty-two (32) square feet in commercial areas.

E. *Site and design requirements:*

1. *Applicability:* New construction or expansion of existing buildings by twenty (20) per cent or more shall be required to meet the minimum overlay requirements.

2. *Required buffers:*

i. Front buffers: As the overlay intends to create a pedestrian-oriented environment, a ten-foot activity zone will be required in lieu of a front landscaped buffer. See section 5-18.F.1.ii.b for activity zone standards.

ii. Side and rear buffers:

(a)

Developments in the overlay district that abut single-family residential uses shall maintain a Type B buffer along the boundary with the single-family residential use, however an opaque eight-foot wall or fence may be substituted for the Type B buffer.

(b) Fences and walls which face adjacent commercial properties or can be seen from the right-of-way: Façades in excess of fifteen (15) feet in length shall be adorned with either vegetative growth (vertical gardens or green walls must remain green throughout the year), decorative elements, or artistic murals, so long as the mural is not a sign or advertisement.

3. *Required screening:*

i. Loading zones: Loading areas shall not be oriented to the front elevation and/or adjacent right-of-way. Additionally, no loading docks or zones shall be oriented towards single-family residentially developed properties, or planned future public or private rights-of-way. Loading areas oriented toward adjoining developed properties, or toward adjoining properties eligible for future development shall be entirely screened from view by the use of solid fencing or appropriate landscaping.

ii. Parking: Off-street parking areas shall not be located between the structure and Rivers Avenue.

iii. Mechanical equipment: Mechanical equipment, whether ground level, raised, or rooftop shall be shielded and screened from public view.

iv. New drive-thrus shall be out of the viewshed from the public right-of-way; and vehicle queuing and circulation shall not impact the pedestrian realm.

4. *Building materials:*

i. Prohibited materials:

a. Unadorned masonry units—Unadorned masonry units are not permitted to be visible from existing and planned future public or private rights-of-way.

b. Corrugated and/or sheet metals—Corrugated and/or sheet metals are not allowed for any façade oriented towards a street frontage and in no manner shall such materials be visible from existing and planned future public or private rights-of-way; this shall not prohibit the use of architectural metal cladding to be included into the overall building composition.

c. Chain link fencing—Chain link fencing is only allowed on property occupied by single-family residential development.

d. Paint and/or similar finish shall not be considered adornment.

e. Mesh or tarp—Mesh or tarp is prohibited as a material to use for screening.

F.

Supplemental development standards: In an effort to promote safe and walkable connectivity and density along the Rivers Avenue South corridor, the following supplemental development standards shall apply to all proposed uses or alterations of existing uses and lands within the established Rivers Avenue South overlay district as defined by section 5-18.B.

1. Building massing and orientation:
    i. *Primary entry.* The primary entry must be from Rivers Avenue with display windows on all street facades for retail buildings. Second floor and above, with a separate entrance from the first floor, shall have primary entrance from Rivers Avenue, when feasible. Buildings, businesses, and residences facing side streets should have entrances from the side. Secondary entrances from the rear of a store are permitted; however, this area may not be designed to the same scale as the primary entry.
    ii. *Front setbacks.* New development or improvements to existing development that meet the thresholds stated in section 5-18.E.1, and with direct frontage on Rivers Avenue, shall be built ten (10) feet from the Rivers Avenue right-of-way to provide an activity zone, which is a space between the building and the right-of-way used for gathering and/or pedestrian circulation.
        a. Buildings may increase the standard ten-foot build-to-line up to one-fifth (⅕) of the proposed building height, up to forty (40) feet (for example: a proposal for a one hundred (100) foot tall building could have a setback ranging from ten (10) to twenty (20) feet) provided the front area between the right-of-way and building is used as an activity zone for pedestrian activity.
        b. An activity zone shall be considered an open space for pedestrian activities which, shall include landscaping, public art, tables, seating, bike racks, or other pedestrian and active amenities.
            i. Allowable activities in the activity zone are limited to the following:
                aa. Open air streetside dining,
                bb. Outdoor merchandise display that is consistent with the business it is located in front of
                cc. Pushcarts.
            ii. A hardscape and softscape plan of activities within the activity zone shall be submitted with the development plan and based on the proposed uses along the street frontage and/or the cohesive expansion of the activity zone based on the previous redevelopment of adjacent properties in the overlay district.
            iii. Activities within the activity zone shall be permitted to use up to eight (8) feet; leaving a two-foot open area between the right-of-way and the activity.
2.

All new development or improvements to existing development that meet the thresholds stated in section 5-18.E.1 shall result in, at minimum, a two-story structure; only above grade stories and functional stories count towards this minimum; ornamental stories and below grade stories are allowed, but they cannot be used to meet this requirement.

3. In developments with multiple uses, the more active uses, based on parking requirements, should be oriented toward the pedestrian realm, and clearly defined and visible walkways or courtyards shall link the building entrances to and through the activity zone and into the pedestrian realm of the right-of-way.
4. Developments with nine (9) or more residential units shall be required to include street level retail/commercial uses occupying at least fifty (50) per cent of the gross first floor area.
5. No blank wall shall be permitted to face the public street, sidewalks, or other public spaces, such as plazas; canopies; decks; railings and other architectural features are to be used; signs are excluded from this feature.
6. Lot requirements: The minimum lot area per dwelling unit shall be one thousand two hundred (1,200) square feet and may be waived if twenty (20) per cent of the dwelling units for the proposed development are dedicated for affordable housing at or below eighty (80) per cent of the area median income (AMI) for a period of twenty (20) years.
7. Parking standards:
    a. General: No permit for the construction, reconstruction, extension, repair, or alteration of any building, structure, or use of land and no building or land or any part of any building or land, may be occupied or used until compliant parking has been provided in accordance with the requirements of the City of North Charleston's Code of Ordinances.
    b. Where multiple primary uses are proposed for a development, as determined by the zoning administrator, the automobile parking requirements may be reduced by as much as ten (10) per cent.
    c. Parking agreements and shared parking: Off-street parking requirements may be met on-site or the requirements may be met using a shared parking agreement or through a leasing contract with a structured parking facility.
        1. *Shared parking:*
            i. A shared parking agreement must be approved by the zoning administrator upon finding that execution of the agreement will achieve efficiency of land use, coordination between the users will not result in conflict or shortage of parking for either party, and safe pedestrian circulation has been addressed through proper access walkways.
            ii. The parcel that has the shared parking spaces must be located within five hundred (500) feet of the parcel on the same side of the street where the user, contracting for

the parking is located.

iii. An agreement providing for the shared use of parking areas, executed by the parties involved, must be filed with the zoning administrator, in a form approved by the city attorney. Shared parking privileges will continue in effect only as long as the agreement, binding on all parties, remains in force. Agreements must guarantee long-term availability of the parking, commensurate with the use served by the parking. Evidence of an agreement is required that includes acknowledgement of termination of use should parking rights lapse.

iv. The minimum term for a shared parking agreement shall be ten (10) years. The parking agreement shall require that both parties to the parking agreement shall notify the city at least thirty (30) days prior to termination.

2. *Parking agreements:* Off-street parking requirements may also be satisfied with a parking lease with a structured parking facility provided that:

i. The parking facility must be on a parcel with a boundary within five hundred (500) feet of the parcel where the user with a parking need is located.

ii. Leased spaces in the parking facility must be clearly marked so that the general public would know not to park in the spaces if they were vacant.

iii. Leased spaces may not be shared by any other user at any time or contracted to any other entity for times when the lessee will not use the spaces.

iv. Parking space lease agreements must be for a minimum term often ten (10) years.

d. Curb cuts: Curb cuts provide necessary access from the street right-of-way, across the pedestrian realm, into the interior of lot where vehicles can be parked. In congested areas where curb cuts have not been regulated, the street environment is often dangerous and unwelcoming to pedestrians and other non-motorized forms of transportation. The purpose of this section is to maintain the critical vehicular access to properties along the Rivers Avenue South overlay district while also limiting those vehicular turning and crossing movements within the activity zone and the pedestrian realm so as to create a safer and more accessible street environment for all users regardless of ability, age, mode of transportation, or otherwise.

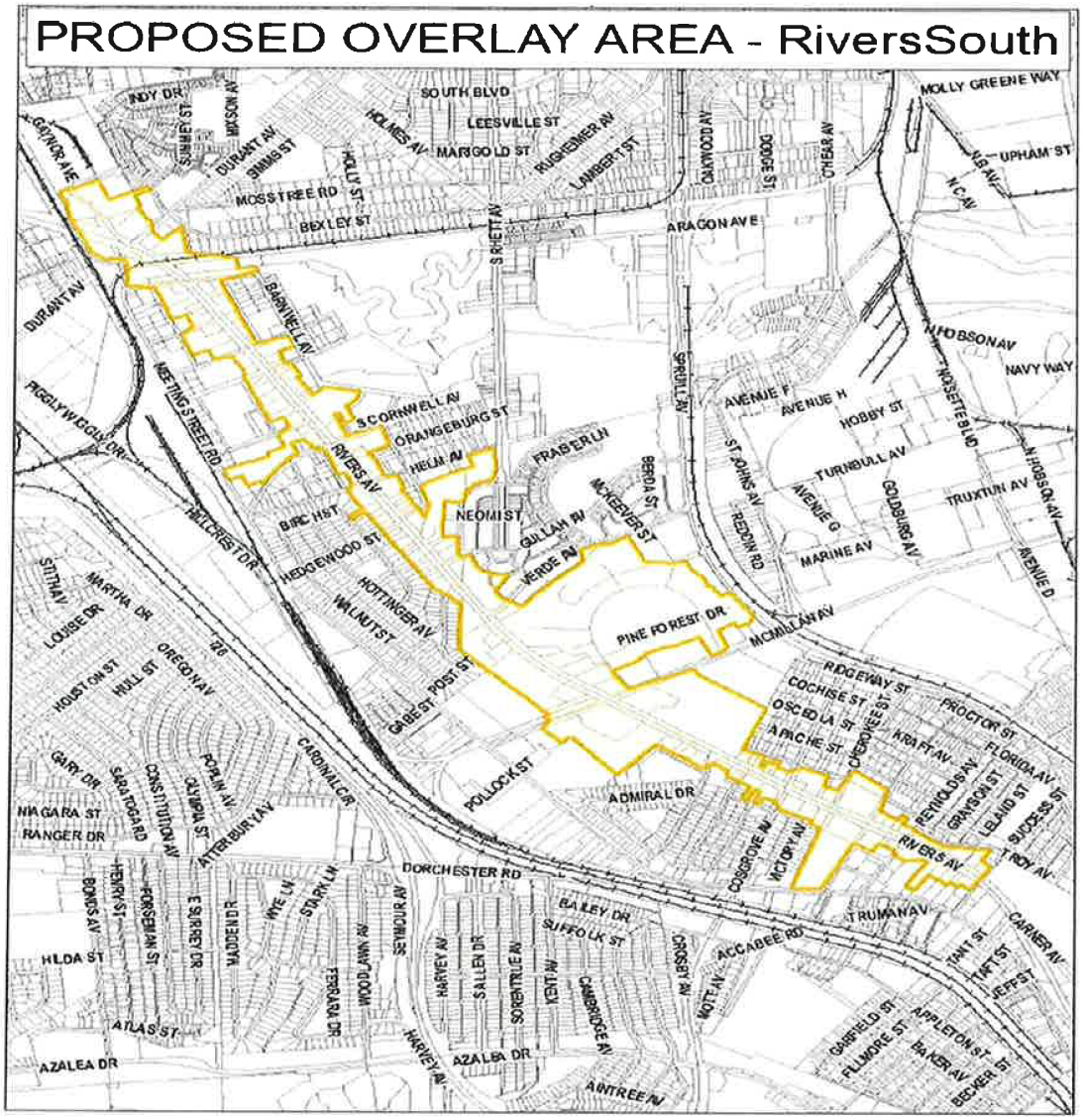
1. Creation of rear alleys for vehicular access should be encouraged where possible.
2. Parcels having less than one hundred (100) feet of street frontage must share a curb cut access with an adjacent parcel. Interconnectivity of the parking areas through cross access easements between the parcels is encouraged.
3. Parcels with greater than five hundred (500) feet of street frontage on Rivers Avenue may have two (2) curb cuts into the property, separated by a minimum of 100 feet between the curb cuts.

4. Curb cuts shall have a maximum width of thirty (30) feet and have clearly defined markings where they intersect the pedestrian realm.
5. Curb cuts of less than five (5) feet in width shall be permitted as passive solutions for stormwater runoff collection.
6. Curb cuts must be set at least seventy-five (75) feet from the edge of pavement of any street intersections. These minimum spacing requirements shall be increased if a right-turn deceleration lane is required and shall equal the length of the turn lane and taper plus an additional distance of fifty (50) feet.

8. Utilities: All utilities, including, but not limited to electric utilities, telecommunications, fiber, or cable providers, shall be placed underground. All junction and access boxes shall be screened with sufficient evergreen vegetation so as to obscure them from view. All small wireless facilities shall utilize concealment elements, and disguised as a hardscaped or softscaped amenity, such as benches; flower boxes, or decorative poles when located in the activity zone or in the Rivers Avenue right-of-way. All utility pad features and meters shall be shown on the site plan and are subject to building setbacks.
9. Sidewalks: The Rivers Avenue South overlay district shall require sidewalks along both sides of all rights-of-way.
   a. Sidewalks shall be a minimum of twelve (12) feet in width along Rivers Avenue.
   b. Clear markings on the sidewalk shall indicate all curb cuts; these markings shall provide both visual and physical cues to the pedestrians.
   c. Walkways a minimum of five (5) feet wide shall connect building entrances to the sidewalks in the public right-of-way.
   d. The private use of public sidewalks is prohibited.
   e. These requirements shall supersede section 18-52 of the subdivision regulations.

G. *Variance and appeals:* Variances and appeals shall be handled through the board of zoning appeals as provided within chapter 7 of the zoning ordinance of the City of North Charleston. Where the requirements of this overlay district conflict with the requirements, conditions, or permits of other regulatory agencies, the zoning administrator may (but shall not be required to) administratively permit a reasonable modification without the necessity of a variance being obtained.

H. *Severability:* If any subsection or clause of this ordinance shall be deemed to be unconstitutional or otherwise invalid, the validity of the remaining sections, subsections, and clauses shall not be affected thereby.



(Ord. No. 2021-035, Exh. A, 4-22-2021; Ord. No. 2022-061, Exh. A, 11-22-2022)

Section 5-19. - Upper 52-78 overlay district:

A. *Purpose:* The Upper 52-78 overlay district is intended provide a framework for cohesive development design, safe multi-modal access, and walkable environment.

B. *District boundaries:*

1. The overlay district shall consist of all parcels of land having frontage along Rivers Avenue or University Boulevard as shown on the attached map.
2. Any subsequent plat which combines a parcel within the overlay with a parcel currently outside the overlay and has frontage along Rivers Avenue or University Boulevard shall increase the boundary of the overlay by including the area that was outside the overlay prior to the plat.
3. Any subsequent plat which subdivides a parcel in the overlay and creates a parcel that no longer has frontage along the corridor's main roads shall not have the effect of removing the new parcel from the district boundaries.

4. The Upper 52-78 overlay district overlaps both the University Boulevard overlay district and the Ladson Road overlay district; both districts shall be valid, however the Upper 52-78 district shall supersede other zoning regulations, including other overlay districts where in conflict.

C. *Uses:* As an overlay district, permitted uses shall be those of the underlying zoning district classification, as modified herein.

1. *Prohibited uses:* The following prohibited uses may not be located within the Upper 52-78 overlay district, except at sites located within the overlay district that were lawfully occupied by these uses at the time of the passing of this ordinance:
   a. Open storage and yard sales;, except seasonal sales involving Christmas trees and retail sales;
   b. Storage facilities as a primary use; including but not limited, to freight terminals, depots and drop yards; and,
   c. Used car and boat sales lots.
2. *Conditional uses:*
   a. Structured parking as a primary use provided that:
      i. Ground floor uses: Parking structures must have at least seventy-five (75) per cent of the ground floor frontage along any street or designated pedestrian way consisting of active business uses other than parking, such as offices, retailing, services and entertainment.
      ii. There are no blank facades in excess of fifteen (15) feet in length.
         1. Windows and doors shall serve as break points for a façade.
         2. Unbroken facades in excess of fifteen (15) feet shall be adorned with vegetative growth (vertical gardens or green walls must remain green throughout the year).
         3. Structured parking facilities are required to have flat levels which would allow for the structure to be repurposed if the parking use were no longer desired.
   b. Surface parking may be used as a primary use on properties that are contiguous or within three hundred (300) feet of a transit stop.
   c. Gas stations and related convenience stores including a one-bay car wash, provided that:
      i. The property is not within the University Boulevard overlay district;
      ii. Conditions required in the underlying zoning are met;
      iii. The building is located between the pumps and the corridor's main road(s);
      iv. Neither overnight nor truck parking is allowed; and
      v. Vehicle repair is not allowed.
   d. Used auto parts sales, including used tire sales provided that;
      i. Outdoor storage of tires or parts shall not be visible from the right-of-way between 7:00 p.m. and 7:00 a.m.

D. *Signage:* In addition to the city's existing sign code, the following special regulations shall apply:

i. Freestanding signs: Must be "monument" or "pedestal" in design, not to exceed fifty (50) square feet per sign face and ten (10) feet in height from the ground to the bottom of the sign face. One (1) sign per major road frontage.

(a) Shopping center freestanding signs: A shopping center may erect one (1) "monument" or "pedestal" freestanding sign per street frontage, provided the street has a right-of-way width of greater than eighty (80) feet, subject to a limit of two (2) signs per center. One (1) square foot of freestanding signage will be permitted per each linear foot of shopping center building frontage, up to a maximum of one hundred fifty (150) square feet per sign.

(b) Illumination of freestanding signs: Internally illuminated, flashing, and/or moving signs shall not be permitted within the overlay district. External illumination shall be full cut-off and fully shielded fixtures.

ii. Wall signs and window signs (commercial): One (1) square foot of wall and window signage combined will be permitted per each linear foot of building frontage, along the entirety of the building's orientation, up to and not exceeding fifteen (15) per cent of the area of the building façade on which the sign is to be displayed. Window signage shall not exceed twenty-five (25) per cent of the window area.

iii. Materials of signs: Exterior signs shall be fabricated of solid materials such as brick, wood, or concrete or metal.

iv. Prohibited signs: Off-premises signs, portable signs, and temporary signs shall be prohibited within the corridor. Nothing in this section shall be construed to prevent the on-premises display of a for-sale sign not to exceed eight (8) square feet in residential areas and thirty-two (32) square feet in commercial areas.

E. *Site and design requirements:*

1. *Applicability:* New construction or expansion of buildings by twenty (20) per cent or more shall be required to meet the minimum overlay requirements.

2. *Required buffers:*

i. Front buffers: As the overlay intends to create a pedestrian-oriented environment, a front buffer will not be required. Improvements not meeting the threshold specified in E.1 shall provide a Type A buffer in accordance with Section 6-12 or the applicable overlay district.

ii. Side and rear buffers:

(a) Developments in the overlay district that abut single-family residential uses shall maintain a Type B buffer along the boundary with the single-family residential use, however an opaque eight-foot wall or fence may be substituted for the Type B buffer.

(b)

Fences and walls which face adjacent commercial properties or can be seen from the right-of-way. Facades in excess of fifteen (15) feet in length shall be adorned with either vegetative growth (vertical gardens or green walls must remain green throughout the year), decorative elements, or artistic murals, so long as the mural is not a sign or advertisement.

3. *Required screening:*
    i. Loading zones: Loading areas shall be oriented so that they are not oriented towards single-family residentially developed properties, or existing and planned future public or private rights-of-way. Loading areas oriented toward adjoining developed properties, or toward adjoining properties eligible for future development shall be entirely screened from view by the use of opaque fencing or appropriate landscaping.
    ii. Parking: Off-street parking areas shall not be located between the structure and Rivers Avenue or University Boulevard.
    iii. Mechanical equipment: Mechanical equipment, whether ground level, raised, or rooftop shall be shielded and screened from public view.
    iv. New Drive-thrus shall be out of the viewshed from the public right-of-way; and vehicle queuing and circulation shall not impact the pedestrian realm.
4. *Building materials:*
    i. Prohibited materials:
        a. Unadorned masonry units—Unadorned masonry units are not permitted to be visible from existing and planned future public or private rights of way.
        b. Corrugated and/or sheet metals—Corrugated and/or sheet metals, are not allowed for any facade oriented towards a street frontage and in no manner shall such materials be visible from existing and planned future public or private rights-of-way; this shall not prohibit the use of architectural metal cladding to be included into the overall building composition.
        c. Chain link fencing—Chain link fencing is only allowed on property occupied by single-family residential development.
        d. Mesh or tarp—Mesh or tarp is prohibited as a material to use for screening.
        e. Paint and/or similar finish shall not be considered adornment.

F. *Supplemental development standards:* In an effort to promote safe and walkable connectivity and facilitate mobility along the Upper 52-78 corridor, the following supplemental development standards shall apply to all proposed uses or alterations of existing uses and lands within the established Upper 52-78 overlay district as defined by section 5-19.B.

1. Building massing and orientation:
    i.

Primary entry. The primary entry must be from Rivers Avenue or University Boulevard or a plaza that fronts on the corridor with display windows on all street facades for retail buildings. Second floor and above, with a separate access point from the main first floor entrance, shall have primary entrance from Rivers Avenue or University Boulevard, when feasible. Buildings, businesses, and residences facing side streets should have entrances onto the facing side street. Secondary entrances from the rear of a store are permitted; however, this area may not be designed to the same scale as the primary entry.

ii. *Front setbacks.* New development or improvements to existing development that meet the thresholds stated in section 5-19.D.1 shall be built five (5) feet from the Rivers Avenue or University Boulevard right-of-way to provide an additional space between the building and the right-of-way to provide for future sidewalk width expansion as the built environment transitions. Where there is an existing twelve-foot sidewalk, the front setback may be waived.

a. Buildings may increase the standard five-foot build-to-line up to one-fifth (⅕) of the proposed building height, up to forty (40) feet (for example: a proposal for a 100-foot tall building could have a setback ranging from five (5) to twenty (20) feet) provided the front area between the right-of-way and building is used as an activity zone for pedestrian activity.

i. An activity zone shall be considered an open space for pedestrian activities which shall include landscaping, public art, tables, seating, bike racks, or other pedestrian and active amenities.

ii. Allowable activities in the activity zone are limited to the following:

aa. Open air streetside dining,

bb. Outdoor merchandise display that is consistent with the business it is located in front of, and

cc. Pushcarts.

iii. A hardscape and softscape plan of activities within the activity zone shall be submitted with the development plan and based on the proposed uses along the street frontage and/or the cohesive expansion of the activity zone based on the previous redevelopment of adjacent properties in the overlay district.

iv. Activities within the activity zone shall not encroach two (2) feet from the right-of-way.

2. Backage road: A backage road along the corridor will greatly reduce the number of curb cuts on Rivers Avenue and University Boulevard, which will have the effects of enhancing bicycle and pedestrian safety by reducing the number of points of conflict with motorized vehicles, limiting turn movements in and out of the travel lanes on the corridor, improving traffic flow on the corridor, and improving the visual landscape along the corridor.

i. All new development or improvements to existing development that meet the thresholds stated in section 5-19.D.1 shall provide:

a. A thirty-foot easement in the location identified on the map entitled "Upper 52-78 Corridor Overlay District Infrastructure, Access Management, and Connectivity Map" if the map shows a proposed backage road that intersects the proposed development parcel.

b. Payment into a backage road development fund (at a per linear foot rate determined by the city's public works department) or build a portion of the backage road to enable the development of a twenty-two-foot wide road and eight-foot sidewalk to provide rear access to the properties along the Rivers Avenue North corridor.

ii. The initial easement location for any section of the connectivity plan may be determined during site plan review by the first to redevelop along the corridor in coordination with the city's public works and planning and zoning departments, and future adjacent developments will be required to align the easement across their property with the existing easement on the adjacent property.

iii. Developments that are fronted on the newly created backage roads or other rights of way located within the Upper 52-78 overlay district shall observe the setback regulations of section 5-19(E)(1)(ii).

3. In developments with multiple uses, the more active uses, based on parking requirements, should be oriented toward the pedestrian realm, and clearly defined and visible walkways or courtyards shall link the building entrances to and through the activity zone and into the pedestrian realm of the right-of-way.

4. Developments with nine (9) or more residential units and direct frontage on University Boulevard or Rivers Avenue shall be required to include street level retail/commercial uses occupying at least fifty (50) per cent of the gross first floor area.

5. No blank wall shall be permitted to face the public street, sidewalks, or other public spaces, such as plazas. Canopies, decks, railings, windows, green walls defined by vegetative growth, approved public art murals, and/or other architectural features are to be used. No signs of any form shall satisfy this requirement.

6. Lot requirements: The minimum lot area per dwelling unit shall be one thousand two hundred (1,200) square feet and may be waived if twenty (20) per cent of the dwelling units for the proposed development are dedicated for affordable housing at or below eighty (80) per cent of the area median income (AMI) for a period of twenty (20) years.

7. Parking standards:

a. General: No permit for the construction, reconstruction, extension, repair, or alteration of any building, structure, or use of land and no building or land or any part of any building or land, may be occupied or used until compliant parking has been provided in accordance

with the requirements of the City of North Charleston's Code of Ordinances.

b. Where multiple primary uses are proposed for a development, as determined by the zoning administrator, the automobile parking requirements may be reduced by as much as ten (10) per cent.

c. Parking agreements and shared parking: Off-street parking requirements may be met on-site or the requirements may be met using a shared parking agreement or through a leasing contract with a structured parking facility.

1. *Shared parking:*

i. A shared parking agreement must be approved by the zoning administrator upon finding that execution of the agreement will achieve efficiency of land use, coordination between the users will not result in conflict or shortage of parking for either party, and safe pedestrian circulation has been addressed through proper access walkways.

ii. The parcel that has the shared parking spaces must be located within five hundred (500) feet of the parcel on the same side of the street where the user contracting for the parking is located.

iii. An agreement providing for the shared use of parking areas, executed by the parties involved, must be filed with the zoning administrator, in a form approved by the city attorney. Shared parking privileges will continue in effect only as long as the agreement, binding on all parties, remains in force. Agreements must guarantee long-term availability of the parking, commensurate with the use served by the parking. Evidence of an agreement is required that includes acknowledgement of termination of use should parking rights lapse.

iv. The minimum term for a shared parking agreement shall be ten (10) years. The parking agreement shall require that both parties to the parking agreement shall notify the city at least thirty (30) days prior to termination.

2. *Parking agreements:* Off-street parking requirements may also be satisfied with a parking lease with a structured parking facility provided that:

i. The parking facility must be on a parcel on the same side of the street and with a boundary within five hundred (500) feet of the parcel where the user with a parking need is located.

ii. Leased spaces in the parking facility must be clearly marked so that the general public would know not to park in the spaces if they were vacant.

iii. Leased spaces may not be shared by any other user at any time or contracted to any other entity for times when the lessee will not use the spaces.

iv. Parking space lease agreements must be for a minimum term of ten (10) years.

8. Curb cuts: Curb cuts provide necessary access from the street right-of-way, across the pedestrian realm, into the interior of the lot where vehicles can be parked. In congested areas where curb cuts have not been regulated, the street environment is often dangerous and unwelcoming to pedestrians and other non-motorized forms of transportation. The purpose of this section is to maintain the critical vehicular access to properties along the Upper 52-78 overlay district while also limiting those vehicular turning and crossing movements within the activity zone and the pedestrian realm so as to create a safer and more accessible street environment for all users regardless of ability, age, mode of transportation, or otherwise.
    a. Creation of rear alleys for vehicular access through the backage road development fund will lead to the long-term reduction of most curb cuts in the district.
    b. Parcels having less than one hundred (100) feet of street frontage must share a curb cut access with an adjacent parcel. Interconnectivity of the parking areas through cross access easements between the parcels is encouraged. In all instances; connectivity shall supersede buffer requirements and any other circumstances that may conflict with connectivity.
    c. Only parcels that have frontage on more than one (1) right-of-way may have two (2) curb cuts into the property.
    d. Curb cuts shall have a maximum width of thirty-six (36) feet, however a curb cut of greater than twenty (20) feet will have to be justified by a traffic impact analysis report, and all curb cuts shall have clearly defined markings where they intersect the pedestrian realm.
    e. Curb cuts of less than five (5) feet in width shall be permitted as passive solutions for stormwater runoff collection.
    f. Curb cuts must be set at least seventy-five (75) feet from the edge of pavement of any street intersections. These minimum spacing requirements shall be increased if a right-turn deceleration lane is required and shall equal the length of the turn lane and taper plus an additional distance of fifty (50) feet.
    g. Applicability: New construction and expansion of buildings by twenty (20) per cent or more shall be required to meet the minimum overlay requirements.
9. Utilities: All utilities, including, but not limited to electric utilities, telecommunications, fiber, or cable providers, shall be placed underground. All junction and access boxes shall be screened with sufficient evergreen vegetation so as to obscure them from view. All small wireless facilities shall utilize concealment elements, and disguised as a hardscaped or softscaped amenity, such as benches; flower boxes, or decorative poles when located in the activity zone or in the Rivers Avenue or University Boulevard right-of-way. All utility pad features and meters shall be shown on the site plan and are subject to building setbacks.
10. Sidewalks: The Upper 52-78 overlay district shall require sidewalks along both sides of all rights of way; individual developments shall only be responsible for installing (or upgrading to the standards of this section) sidewalks adjacent to their parcel(s).

a. Sidewalks shall be a minimum of twelve (12) feet in width along Rivers Avenue and University Boulevard.

b. Sidewalks along the intersecting streets to the corridor or newly developed rights of way within the Upper 52-78 overlay district shall be a minimum of eight (8) feet wide.

c. Clear markings on the sidewalk shall indicate all curb cuts; these markings shall provide both visual and physical cues to the pedestrians.

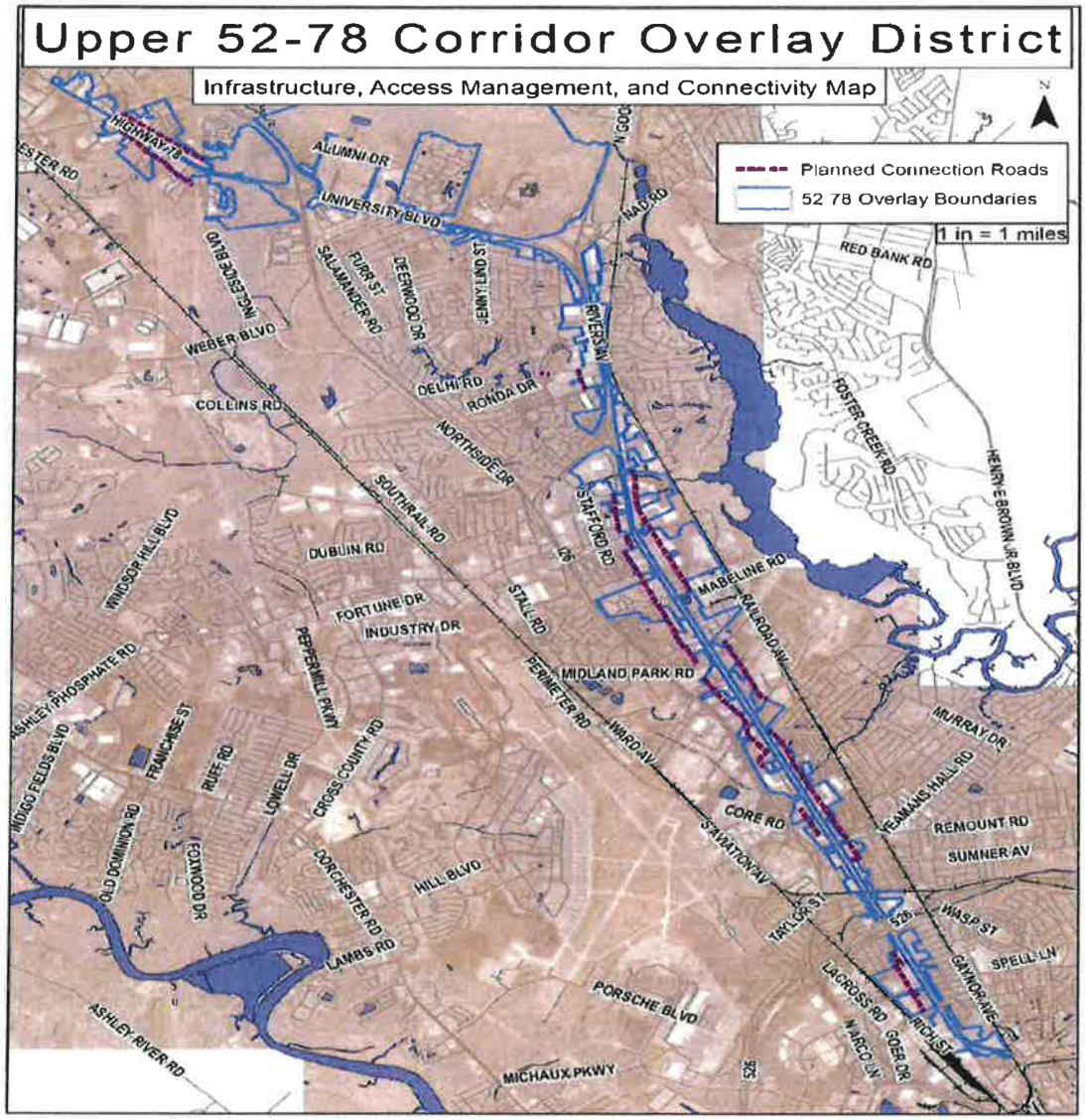
d. Walkways a minimum of five (5) feet wide shall connect building entrances to the sidewalks in the public right-of-way.

e. The private use of public sidewalks is prohibited.

f. These requirements shall supersede section 18-52 of the subdivision regulations.

G. *Variance and appeals:* Variances and appeals shall be handled through the board of zoning appeals as provided within article VII of the zoning ordinance of the City of North Charleston. Where the requirements of this overlay district conflict with the requirements, conditions, or permits of other regulatory agencies, the zoning administrator may (but shall not be required to) administratively permit a reasonable modification without the necessity of a variance being obtained.

H. *Severability:* If any subsection or clause of this ordinance shall be deemed to be unconstitutional or otherwise invalid, the validity of the remaining sections, subsections, and clauses shall not be affected thereby.



(Ord. No. 2021-052, Exh. A, 7-15-2021; Ord. No. 2022-061, Exh. A, 11-22-2022)

ARTICLE VI. - AREA, YARD AND OTHER REQUIREMENTS

Section 6-1. - Requirements in R-1 single-family residential, R-2 multi-family residential, R-3 mobile home residential and AG agricultural districts:

Unless otherwise specified elsewhere in this ordinance uses permitted in the R-1, R-2, R-3 and AG zoning districts shall conform to the following standards:

(a) *Minimum total lot area per dwelling unit for R-1, R-2, and R-3:*

1. *Single-family (detached) dwellings:* Six thousand (6,000) square feet; provided however that homes in areas designated for traditional neighborhood development, mixed use, and/or in areas zoned R-2, Multi-Family Residential, may be established with four thousand five hundred (4,500) square feet of lot area per dwelling. Where replacing a nonconforming

manufactured home park the minimum lot area requirement may be reduced administratively to allow the establishment of one (1) single-family detached dwelling unit per manufactured unit to be replaced; provided the following:

a. For nonconforming mobile home parks greater than one (1) acre: Each new single-family unit must have a minimum of thirty (30) feet of frontage along a street which has been accepted for continual maintenance by the state, one (1) of its political subdivisions, or a homeowner's association or other responsible entity as outlined in section 18-40(d) of the subdivision regulations.

b. For nonconforming mobile home parks less than one (1) acre: Each new single-family unit must have a minimum of one thousand (1,000) square feet per dwelling.

c. A minimum of twenty (20) per cent of the new single-family units are dedicated for affordable units at fifty (50) per cent of the average median income for a period of twenty (20) years.

2. *Multi-family dwelling:* One thousand five hundred (1,500) square feet per unit. Where common parking is provided, the minimum lot area may be reduced to one thousand two hundred (1,200) square feet.

3. *Single manufactured home:* Six thousand (6,000) square feet per lot in Suburban Residential areas and four thousand five hundred (4,500) square feet per lot in Traditional Neighborhood and Mixed Use areas.

4. *Manufactured home park:* Three (3) acres.

5. *Other principal uses:* Not applicable.

(b) *Minimum total lot area AG:*

1. Four (4) acres.

2. Other principal uses: Not applicable.

(c) *Single-family (detached) dwelling requirements:*

1. *Front yards:*

a. Where fifty (50) per cent or more of the lots located on the same block between two (2) intersecting streets are developed, the average alignment of the buildings on the same side of the block within two hundred (200) feet of such lot shall be the minimum setback line, plus or minus two and one-half (2½) feet. For the purposes of these calculations, the frontage along the side line of a corner lot is excluded.

b. Where a minimum setback is not established as above, the setback shall be twenty (20) feet.

c. Porches and steps are considered to be a part of the main body of the house and may not encroach within the front yard setback.

d. Detached accessory use structures are not permitted in front yards.

e. The primary entrance to the home shall be oriented toward a street frontage.

2. *Side yards:*

   a. For every building erected, there shall be a side yard along each lot line other than a street line or rear line, each side yard to have a minimum width of five (5) feet measured from the main body of the house to the property line; provided, however, that on newly subdivided lots zoned R-1 in areas with the suburban residential future land use designation, or used for single-family residential purposes, the minimum side yard set-back for one (1) side yard shall be at least ten (10) feet. For the purpose of this section, porches, decks (including pools located in decks), carports, attached garages (including attached via breezeways), covered patios, HVAC units, and steps are considered to be a part of the main body of the house. All dimensions to be computed from the property line. This change will only apply to single-family residential uses and lots where development begins after October 25, 2007. This change shall not apply to substandard lots of record.

   b. Where a side yard abuts a street, the minimum side yard along the street shall be at least ten (10) feet.

   c. Inground pools are allowed in side yards with a three-foot setback from property lines. Detached accessory use structures may be allowed in side yards when it has been determined to the satisfaction of the zoning administrator that the proposed improvements may not practicably be located within the rear yard, as defined below, due to positioning of the principal dwelling, easements, existing trees, wetlands, or other such factors. These accessory use buildings shall not, however, be situated along a front yard of an adjacent parcel. Such accessory use building shall not be more than eighteen (18) feet in height to the ridge, or the height of the existing residence, whichever is less, and at least six (6) feet from any structure and three (3) feet from any interior line.

3. *Rear yards:*

   a. Every building erected shall have a rear yard. In a class R-1 district the least dimension of a rear yard shall be at least fifteen (15) per cent of the depth of the lot; but such least dimension need not be more than thirty (30) feet. Forty (40) per cent of the area of the rear yard may be occupied by a one-story accessory building not more than eighteen (18) feet in height to the ridge, or the height of the existing residence, whichever is less, and at least six (6) feet from any structure and three (3) feet from any interior line.

4. *Maximum lot occupancy:* Sixty-five (65) per cent.

5. *Exemption for lots created by the replacement of a nonconforming manufactured home park:* Required setbacks and maximum lot occupancy for lots created by the replacement of a nonconforming manufactured home park may be reduced administratively by up to fifty (50) per cent. Greater reductions shall require a variance in accordance with article VII.

(d) *Multi-family residential dwelling requirements:*

1. *Front yards:*
    a. The minimum front yard depth for buildings in multi-family districts shall be twenty (20) feet;
    b. The minimum front yard depth for town and row houses is twenty-five (25) feet on interior units. A minimum twenty (20) foot setback shall be required on end units where automobile parking or storage within the residence with entry from the front. If parking can be accommodated on the end or rear of units or on property held in common by the townhouse development owners having adequate access to a dedicated public street, the front setback may be reduced to ten (10) feet.
2. *Side yards:*
    a. The minimum side-yard depth for buildings in multi-family districts shall be (ten) 10 feet.
    b. For row-houses or townhouses, a side yard at least ten (10) feet in width shall be provided between the end of a row and a side lot line or side street line.
3. *Rear yards:*
    a. The rear yard setback in the R-2 district shall not be less than twenty (20) feet. Forty (40) per cent of the area of the rear yard may be occupied by a one-story accessory building not more than eighteen (18) feet in height to the ridge, or the height of the existing residence, whichever is less, and at least six (6) feet from any structure and three (3) feet from any interior line.
    b. For row-houses or townhouses, the rear yard depth shall be at least twenty (20) feet from the main building line to the rear property line. Such measurements shall be made without regard to attached or detached storage, utility or covered patio areas. There shall be added to the above requirements an additional ten (10) feet of rear yard depth where automobiles are parked or stored in the rear yard.
    c. When townhouses or row-houses are located within a district (overlay or otherwise) requiring buffers, the minimum required setbacks shall be equal to the greater of (i) the required buffer plus five (5) feet; or (ii) the setbacks otherwise specified within this or other sections of the Zoning Code.
4. *Lot width:*
    a. For townhouses or row-houses, the minimum width of the portion of the lot on which each town house unit is to be constructed shall be eighteen (18) feet. Where common parking is provided, the minimum lot width may be reduced to fourteen (14) feet. Where side yards are required, the minimum lot width shall be increased accordingly.
5. *Maximum lot occupancy:* Seventy (70) per cent.

(e)

R-3 mobile/manufactured homes: The following standards shall apply to any newly developed manufactured home site located on a single lot of record. Parks and home sites approved prior to the adoption of this section remain subject to the standards under which they were originally approved. For the purpose of this section, the manufactured home on any newly developed site shall be oriented similar to a majority of the existing dwellings on the same block, including across the street. Should there not be enough yard area to meet the setbacks due to orientation, the zoning administrator is authorized to issue an administrative variance to reduce the setbacks up [to] fifty (50) per cent.

1. *Front yards:*
    a. Each individual mobile/manufactured home shall be at least twenty (20) feet from the right-of-way of any street or drive providing common circulation. For the purpose of this section, an attached porch, steps, carport or garage shall be considered the main body of the home.
2. *Side yards:*
    a. A minimum of ten (10) feet shall be provided from the main body of the mobile/manufactured home to the property line. For the purpose of this section, an attached porch, steps, carport or garage shall be considered the main body of the home. All dimensions to be computed from the property line.
    b. Detached accessory use structures may be allowed in side yards when it has been determined to the satisfaction of the zoning administrator that the proposed improvements may not practicably be located within the rear yard, as defined below, due to positioning of the principal dwelling, easements, existing trees, wetlands, or other such factors. These accessory use buildings shall not, however, be situated along a front yard of an adjacent parcel. Such accessory use building shall not be more than eighteen (18) feet in height to the ridge, or the height of the existing residence, whichever is less, and at least six (6) feet from any structure and three (3) feet from any interior line.
3. *Rear yards:*
    a. The rear yard shall be fifteen (15) feet from the manufactured home to the rear property line or mobile home space. For the purpose of this section, an attached porch, steps, carport or garage shall be considered the main body of the home. Forty (40) per cent of the area of the rear yard may be occupied by a one-story accessory building not more than eighteen (18) feet in height to the ridge, or the height of the existing residence, whichever is less, and at least six (6) feet from any structure and three (3) feet from any interior line. An accessory building shall not be used as a dwelling.
4. *Maximum lot occupancy:* Sixty-five (65) per cent.

(f) *Special provisions for garden and cluster units in R-1 and R-2 zoning districts:*

1.

Maximum dwelling unit density: The maximum dwelling unit density shall not exceed ten (10) units per acre including any such property dedicated for public use or ownership in common, excluding dedicated public roads.

2. *Per cent of lot occupancy:* No dwelling unit may occupy more than fifty (50) per cent of a lot. This does not include attached or detached utility, storage, garage, or a covered patio area that may protrude from the main building line.
3. *Side yard requirements:* A minimum side yard of five (5) feet shall be provided on one (1) side and a minimum of ten (10) feet shall be provided on the other side yard.
4. *Clothes lines:* All yard areas used for the drying of clothes shall be screened from view of the adjoining yards and lots.
5. *Parking:* Two (2) parking spaces shall be provided on the site of the garden or cluster housing unit.
6. *Material to be submitted for planning commission review:* All applicants for garden and cluster housing developments for site in R-1 single-family areas designated for traditional neighborhood development shall first submit site plans including details such as number, location, and orientation of dwelling units; plans for off-street parking and service areas; ingress and egress arrangements with a copy of the legal documentation for common ownership and public ownership to the zoning department for review and recommendation to the planning commission. The commission, after due consideration at a public meeting, is hereby authorized and empowered to approve the said plans. garden and cluster developments proposed in R-2 multi-family zoning districts shall be submitted to the zoning department for review and do not require planning commission review or approval.

(g) *Landscape plan:* In class R-2 and R-3 districts a landscape plan must be submitted and approved prior to the issuance of building permits. The landscape plan must meet the buffering requirements set forth elsewhere within this article.

(Ord. No. 1985-17, 3-28-85; Ord. No. 1995-52, 10-24-95; Ord. No. 1996-46, 8-22-96; Ord. No. 1997-32, 5-22-97; Ord. No. 1998-51, 5-28-98; Ord. No. 1998-85, 9-24-98; Ord. No. 1998-107, 12-22-98; Ord. No. 2005-21, 4-28-05; Ord. No. 2006-10, 3-23-06; Ord. No. 2007-75, 10-25-07; Ord. No. 2009-50, 9-24-09; Ord. No. 2021-048, Exh. A, 6-24-2021; Ord. No. 2022-009, Exh. A, 1-27-2022; Ord. No. 2022-022, Exh. A, 3-24-2022)

Section 6-2. - Requirements in ON, neighborhood office districts:

Uses allowable in the R-1 zoning districts shall be subject to the requirements of section 6-1. Other uses permitted in the ON zoning district shall be required to conform to the following standards:

(a) (1) *Maximum height:* Maximum height is twenty-five (25) feet measured at the highest point of the building.

(2) *Minimum front yard,* measured from the nearest abutting right-of-way line: Ten (10) feet.

(3) *Minimum side and rear yard:* A minimum rear and side yard of ten (10) feet shall be required along each rear [and] side lot line; except that where a firewall meeting the standards of the current edition of the city's building code is constructed at the property line; the side or rear yard requirement may be waived along the respective side or rear lot line.

(b) *Landscape plan:* A landscape plan must be submitted and approved prior to the issuance of building permits. The landscape plan must meet the buffering requirements set forth elsewhere within this article.

(Ord. No. 1991-16, 5-9-91; Ord. No. 1995-52, 10-24-95; Ord. No. 1996-46, 8-22-96; Ord. No. 1997-32, 5-22-97; Ord. No. 1998-51, 5-28-98; Ord. No. 1998-107, 12-22-98; Ord. No. 2016-014, 3-24-2016)

Section 6-2.1. - Requirements in B-1, limited business district, and B-2, general business district:

Uses allowable in the R-1 and R-2 zoning districts shall be subject to the requirements of section 6-1; otherwise, uses permitted in the B-1 and B-2 zoning districts shall be required to conform to the following standards:

(a) Minimum front yard, measured from the nearest abutting right-of-way line: Ten (10) feet. Provided however, that on a street frontage between two (2) intersecting streets where more than fifty (50) per cent of such frontage is improved with buildings that are built at or near the street line, the average alignments of existing buildings shall be the minimum setback line. The Type A buffer requirement shall be waived for any location having a front yard setback of less than ten (10) feet.

(b) A landscape plan must be submitted and approved prior to the issuance of building permits. The landscape plan must conform to the landscape and buffering requirements set forth elsewhere within this article.

(c) Minimum side and rear yard: A minimum rear and side yard of ten (10) feet shall be required along each rear side lot line; except that where a firewall meeting the standards of the current edition of the city's building code is constructed at the property line; the side or rear yard requirement may be waived along the respective side or rear lot line.

(Ord. No. 1991-16, 5-9-91; Ord. No. 1995-52, 10-24-95; Ord. No. 1996-42, 8-22-96; Ord. No. 1996-46, 8-22-96; Ord. No. 1997-32, 5-22-97; Ord. No. 1998-51, 5-28-98; Ord. No. 1998-70, 8-13-98; Ord. No. 1998-107, 12-22-98; Ord. No. 1999-13, 2-25-99; Ord. No. 2003-005, 1-23-03; Ord. No. 2009-50, 9-24-09; Ord. No. 2021-009, Exh. A, 2-25-2021)

Section 6-2.2. - Requirements in CRD, commercial redevelopment districts:

Prior to submission of application for building permits, an applicant must first meet with the planning director or his designee to discuss the proposed improvements and their relationship to the city's urban design guidelines. Such meeting should be conducted early in the design process.

Uses permitted in the CRD zoning district shall be required to conform to the following standards:

(a) *Lot area:* All lots shall have a minimum total lot area of ten thousand (10,000) square feet.

(b) *Front yard:*

1. All frontage on the public street shall be considered as a front property line for purposes of front yard requirements.
2. All buildings shall have a minimum setback of ten (10) feet from the nearest abutting street.

(c) *Side yard:* A minimum side yard of ten (10) feet shall be required along each side lot line; except that where a firewall meeting the standards of the current edition of the city's building code is construed at the property line, the side yard requirement may be waived along the respective side lot line.

(d) *Rear yard:* A minimum rear yard of fifteen (15) feet shall be required along the rear lot line.

(e) *Landscaping:* A landscape plan must be submitted and approved prior to the issuance of building permits. The landscape plan must meet the buffering requirements set forth elsewhere within this article.

(Ord. No. 1995-8, 3-23-95; Ord. No. 1998-51, 5-28-98; Ord. No. 1998-107, 12-22-98)

Section 6-2.3. - Requirements in NBRD, Navy Base Redevelopment District:

Prior to submission of applications for building permits, site work permits, and/or plats, an applicant must first submit a concept plan for staff review and subsequent discussion. The concept plan shall include all streets, stormwater, parking, and overall land use layout to ensure consistency with overall NBRD district intent.

(a) *Building placement and setbacks.*

1. All streets in the NBRD shall be platted with frontages designated either as build to the front property line or build to the front set back line, as noted in the below design standards chart. These lines will be established at the time of preliminary plat submittal and shall be shown on the recorded plat. On corner lots, the accessory buildings along a street frontage must conform to the building placement requirements for that street.

Street Name	Front Build-to Line	Side and Rear Setbacks*
Noisette Boulevard	46—56 feet from street center line	10 feet
All other streets	30—35 feet from street center line	10 feet

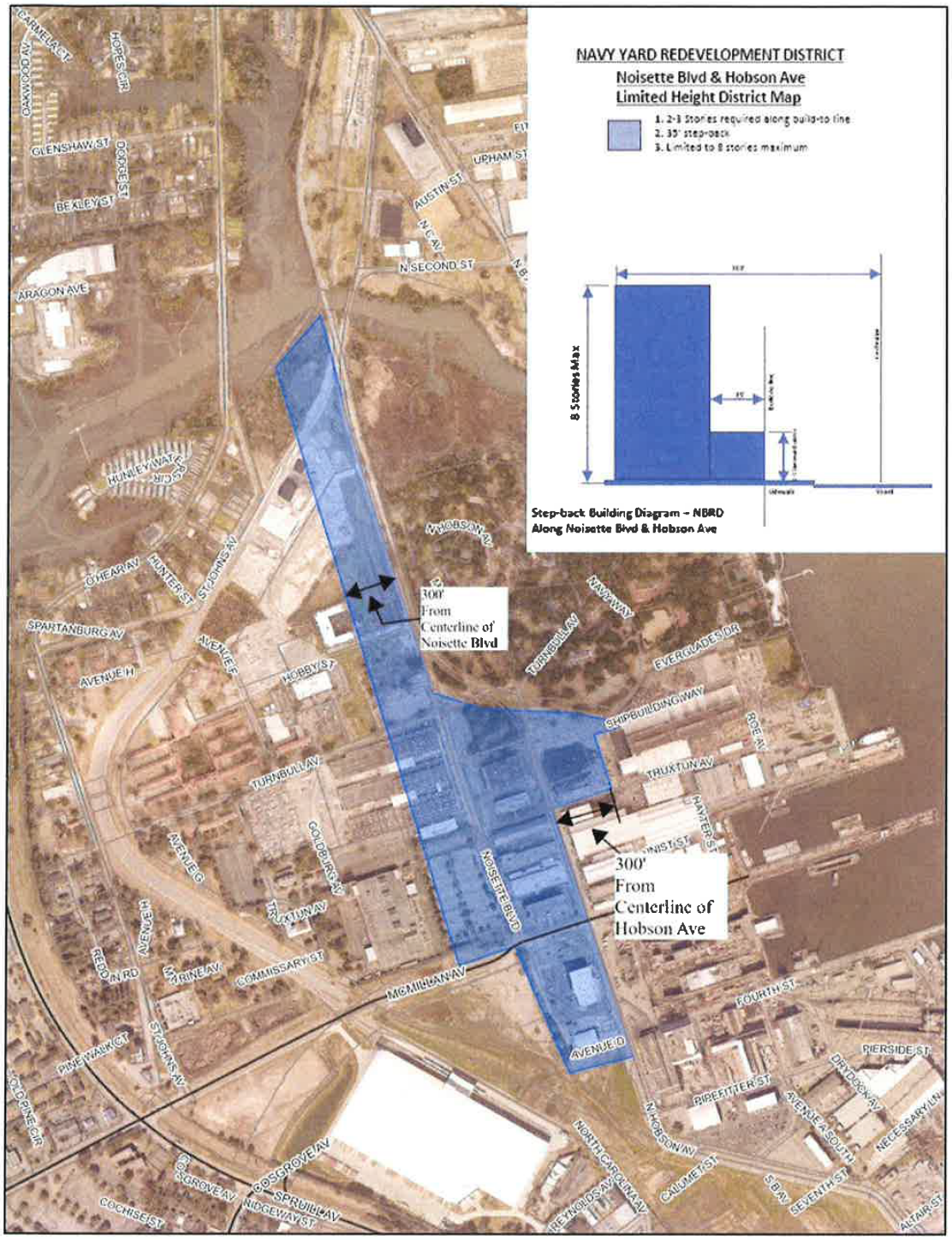
2. Any building or structure shall be constructed so that a minimum of eighty (80) per cent of the lot frontage is occupied by a building façade that abuts the front property line or the front set-back/build-to line. Building façade indentations or extensions which are part of the building's architectural design shall count toward the minimum eighty (80) per cent lot frontage requirement. The remaining twenty (20) per cent of the lot frontage abutting the front property line shall be occupied by an appropriate screen wall, as described in Section (c)2 below.

   On a corner lot the building facades shall occupy at least eighty (80) per cent of the frontage on the primary street and no less than twenty-five (25) per cent on the secondary street with the remainder of the frontage on the secondary street being occupied by an appropriate screen wall, as described in Section (c)2 below.

   On a corner lot, the abutting building frontages must extend to the corner or have a corner entrance.

   Stoops and open porches, bay windows, and balconies may extend up to four (4) feet into the right of way, with an encroachment permit from the city, provided at least five (5) feet of clear sidewalk passage remains.

(b) *Building height:* In order to protect the character of the Charleston Navy Yard Historic District, as listed on the National Register of Historic Places, a height district is established as shown in the below map:



(c) *Landscaping, fences, and walls:*

1. A landscape plan must be submitted and approved prior to the issuance of any permits. The landscape plan must meet the requirements below:
   a. No buffers shall be required.
   b. Any proposed landscaping of the structure shall consist of native species that are complementary to the streetscape and surrounding development.
2. Fences or walls of 3'6" to 8'0" are required on un-built portions of build to- set-back lines or build to front property lines on street frontages

a. Chain-link fencing is prohibited, as well as mesh and tarp.

b. Fences and walls which face adjacent commercial properties or can be seen from the right-of-way: Façades in excess of fifteen (15) feet in length shall be adorned with either vegetative growth (vertical gardens or green walls must remain green throughout the year), decorative elements, or artistic murals, so long as the mural is not a sign or advertisement.

(d) *Street standards:*

1. Street trees are required in order to contribute to the definition of the streetscape and will be selected to create a street canopy that provides effective shade for pedestrians and vehicles. They will be planted to provide separation of the sidewalk from the street curb. A canopy tree with a minimum caliper of six (6) inches shall be planted every fifty (50) feet within the right-of-way. Species such as Southern Red Oak, Live Oak, Willow Oak, Elm varieties, and Nuttall oaks shall be used, with tree types to be consistent within each block and evenly spaced, with exceptions made for curb cuts, utilities, and other obstructions. In a park setting, trees may be planted on the subject parcel if requested by the applicant for design flexibility at the ratio of one (1) tree per fifty (50) feet of street frontage.
2. All streets shall have a minimum four-inch vertical curb.
3. Sidewalks are required along all streets as follows:
   a. Noisette Boulevard: Ten (10) feet, both sides.
   b. All other streets: Five (5) feet, both sides.

   During concept review, wider sidewalks may be required by staff.
4. To the extent practicable, utility services shall be located in rear alleys.

(e) *Parking:*

1. Parking shall not be located between a structure and a street.
2. Parking standards for the NBRD Zoning District shall be as per the chart below:

Residential - Multifamily	Office/Commercial/Retail	Entertainment

Alley access typical. Minimum one car parking on site required.	Alley access, internal surface lots, parking garage. 2 spaces per 1,000 GSF (1/500 sf). Parking requirements may be met by combination of on-site parking and shared parking in a public parking facility located within a radius of 1,320 feet of the parcel.	Alley access, internal lots, parking garage, one per 50 seats for non-fixed seating, one per 4 seats of fixed seating. Parking requirements may be met by combination of on-site parking and shared parking in a public parking facility located within a radius of 1,320 feet of the parcel.

3. Uses not specified in the table above shall default to the zoning regulations' prevailing parking standards.
4. On-street parking created as a part of the project may be counted toward the project's required parking.

(f) *Connectivity:* In all cases, ease of pedestrian access between proposed developments and adjacent developments shall be required in the development of a proposed project's site and circulation plans and include pedestrian connectivity, both internally and externally to the site. Each parcel shall be developed with the intention to create a harmonious connection to the neighboring developments, whether preparing to connect with a future development or to tie into the connections that were created by the adjacent parcels' previous development.

(g) *Open spaces:* For all commercial uses, a minimum of three (3) per cent of the development acreage shall be designed and utilized as open space and/or parks in the form of active and passive parks, plazas, or public gathering spaces for any development project.

(h) *Architectural character:* Buildings, walls, and fences should be designed to complement the architectural character of the adjacent buildings, including materials, window patterns and spacing, ornamentation, orientation, and scale.

(i) *Utilities:* All utilities, including, but not limited to electric utilities, telecommunications, fiber, or cable providers, shall be placed underground. All junction and access boxes shall be screened with sufficient evergreen vegetation so as to obscure them from view. All small wireless facilities shall utilize concealment elements, and disguised as a hardscaped or softscaped amenity, such as benches; flower boxes, or decorative poles when located in or adjacent to any rights-of-way. All utility pad features and meters shall be shown on the site plan and are subject to building setbacks.

(j) *Lighting:*

1. All lighting sources, with the exception of parking area pole-mounted light fixtures, shall be shielded in order to avoid glare. Under no circumstances shall light sources be visible. Up-lighting of significant trees is strongly encouraged as is landscape lighting along walks, paths, and at plazas.
2. Architectural light fixtures and poles should blend with the architecture of the buildings. Pole-mounted fixtures are limited to poles of a maximum of fourteen (14) to sixteen (16) feet in height. Fixtures and the poles on which they are to be mounted shall be consistent in their appearance throughout the district.

(k) *Streetscapes:*

1. Retail spaces located on ground floors must include a minimum of three (3) out of the six (6) items listed below:
   (i) Storefront windows (for merchandise on display which increases pedestrian interest)
   (ii) Stores accessible by pathways through the right-of-way
   (iii) Pedestrian-scale lighting
   (iv) Projecting signs, hanging signs, sandwich boards, corner signs, creative advertising
   (v) Flags and banners
   (vi) Sidewalk displays
2. Commercial properties must incorporate greenscapes (environmentally beneficial landscape techniques) through the inclusion of a minimum of one (1) of the four (4) items listed below:
   (i) Incorporate greenscaped passageways that invite people to walk and experience a livable urban environment
   (ii) Create park like nooks along buildings
   (iii) Install fountains/water features, sculptures, private gathering spots
   (iv) Create garden art via topiaries or planters (stand alone or wall mounted)
3. Projects must include street furniture along streets by installing a minimum of three (3) out of the five (5) items listed below. All site and street furnishings shall be of commercial grade. Submit pictures and color samples for approval.
   (i) Trash receptacles
   (ii) Bicycle racks or storage facilities
   (iii) Benches, tables, chairs, joggling boards
   (iv) Cigarette disposal stations, pet watering stations, water fountains
   (v) Potted plants or planter boxes

(l) *Signage:* All signs shall meet the minimum size and height requirements specified below:

1.

Wall signs and window signs (commercial): One (1) square foot of wall and window signage combined will be permitted per each linear foot of building frontage, along the entirety of the building's orientation, up to and not exceeding fifteen (15) per cent of the area of the building facade on which the sign is to be displayed. Window signage shall not exceed twenty-five (25) per cent of the window area.

(i) The area of a sign shall be the total area within the smallest square, circle, rectangle, triangle or combination thereof that will encompass the extreme limits of the writing, representation, emblem, or other display, together with the total area of any material or color forming an integral part of the background of the display or used to differentiate the sign from the backdrop or structure against which it is placed, but not including any supporting framework, bracing or decorative fence or wall

(ii) Area of each panel individually shall be calculated and added together to determine the total sign area

(iii) A maximum of three (3) building signs shall be permitted for each business establishment on the ground floor. A maximum of two (2) building signs shall be allowed for each second-level and third-level business establishment having a facade that faces a street. For purposes of this section, "second-level and third-level" means those building floor levels immediately above sidewalk-level. The combined area of these permitted building signs shall not exceed fifteen (15) percent of the total area of the wall of the front of each said business establishment, and in no case shall any individual sign exceed 200 square feet. Notwithstanding these provisions, every business establishment shall be entitled to at least 60 square feet total combined sign area.

(iv) Building signs on corner lots: For corner lots, one additional building sign for the business establishment occupying the corner space shall be permitted, provided it is oriented toward the additional street frontage. The total area of said sign shall not exceed ten (10) percent of the total area of the wall of said building occupied by such business establishment and oriented toward the additional street frontage, or sixty (60) square feet, whichever is less.

(v) Multi-tenant signs: In addition to the signs otherwise authorized in this section, buildings with three (3) or more tenants shall be permitted one (1) single building sign. Said sign shall be erected as a wall sign and shall not exceed one hundred (100) square feet in sign area. Where a building with three (3) or more tenants faces two (2) or more streets, two such multi-tenant signs shall be authorized provided that each is oriented toward a different street.

2. Projecting signs:

(i) Any use other than residential activities may display one (1) projecting sign adjacent to each street, highway, freeway, or off-street parking area on which it has frontage.

(ii) Projecting signs may not exceed sixty-five (65) square feet in area.

(iii) A use may display both ground and projecting signs if no more than one of these signs is more than twelve (12) square feet in area.

(iv) Projecting signs must clear public sidewalks by at least nine (9) feet and may project no more than three (3) feet from a building or one-third (⅓) the width of the sidewalk, if any, whichever is less. Any encroachment greater than three feet shall require an encroachment permit from the department of public works.

(v) Projecting signs must be pinned away from the wall at least six (6) inches and must project from the wall at an angle of ninety (90) degrees.

(vi) Projecting signs may not extend vertically above the windowsill of a second story.

3. Building signature signs:

(i) A wall sign, erected on a building four or more stories in height and actually occupied by a principal occupant shall be considered a building signature sign. For purposes of this section, no part of a parking deck shall be used in calculating the height of a building.

(ii) Only one building signature sign shall be allowed on any side elevation of the building and further provided that no building shall contain more than one such sign per side elevation.

(iii) Building signature signs are allowed only on buildings four (4) or more stories in height provided no part of such sign shall extend above the top of the building.

(iv) The area of a building signature sign shall not exceed five (5) percent of the area of the wall to which it is affixed, and shall not be included in computing the total area of signage imposed for other signs.

(v) Building signature signs shall be allowed only for an owner or principal occupant, defined as a building owner or tenant who occupies a minimum of twenty-five (25) percent of the floor space, or one hundred thousand (100,000) square feet of the floor space, of a specific building that is available for occupancy. Any lease for the required amount of floor space is to be for a period of not less than five (5) years. Changes in ownership or occupancy that result in non-compliance with this chapter shall require the removal of the subject sign.

(vi) An applicant seeking permission to erect a building signature sign shall provide notarized documentation that it has an ownership interest in the building or that it meets the conditions required to be considered a principal occupant and has permission from the owner to make the application. In determining the level of ownership necessary to qualify as an owner, the city presumes, based on the documentation required to be produced, that the applicant has made such arrangements with other claiming ownership interest as may be necessary to allow the applicant to claim that it may apply for the sign as an owner.

4. Other sign provisions:
   (i) Internally lit plastic signs are prohibited.
   (ii) No exposed raceways, ballast boxes, sign cabinets, or electrical transformers shall be permitted.
   (iii) Sign company names or stamps shall be concealed inside the sign cabinets. Internal sign cabinet illumination is not permitted; instead use ground or building lighting.
   (iv) Raised or relief letters, logos, graphics, or any other relief shapes may be acceptable solutions to further add dimensions to the sign face.
   (v) Neon signs will be considered when appropriate to the building design and business function.
   (vi) Attached banner signs that are a temporary sign of cloth, plastic, paper or similar nonrigid material attached to any structure and anchored on two (2) or more edges or at all four (4) corners are permitted up to a maximum of fifty (50) square feet per structure, in addition to other wall/window/projected signage permitted.
   (vii) Illustrations on buildings that contain no references to products or services, otherwise known as murals, shall not be considered signs.
   (viii) All other signs, including, but not limited to monument and portable signs, shall follow section 8-11, signs permitted in commercial and industrial districts.
5. Temporary signage:
   (i) One construction sign is permitted per commercial project.
   (ii) The sign may denote the following: project rendering, project logo (if applicable, broker or contractors' logos will not be permitted), project name, tag line of project (if applicable), owner, architect, builder, landscape architect, engineer, financial institution, "For Information", website of project (if applicable, brokers' information will not permitted), phone number, or other pertinent information about the project will be permitted during construction.
   (iii) The construction sign shall not exceed thirty-two (32) square feet in area.
   (iv) Permits to be displayed during construction shall be attached to the backside of the construction sign.
   (v) Additional individual signs for sub-contractors, material suppliers and lending institutions will not be permitted.
   (vi) Temporary signage will be allowed for new businesses to NBRD properties. Temporary signage will be allowed for a maximum of sixty (60) days from the approval date. Temporary signage should not obstruct views from passing cars.
6.

Maintenance of signs: Any signs not meeting the following provisions shall be maintained, repaired, or removed within thirty (30) days after receipt of notification by the zoning inspector or his/her designee:

(i) The area around the sign shall be properly maintained and clear of brush, trees and other obstacles around the sign that may obscure the sign face so as to make sign face readily visible.

(ii) All inoperable lighting or damaged panels must be repaired or replaced.

(iii) All sign copy shall be maintained securely to the face and all missing copy must be replaced.

(iv) All signs shall be maintained in a structurally safe condition.

(m) *Applicability.* Where the requirements of this subsection conflict with the requirements, conditions, or permits of other regulatory agencies or utility providers, the zoning administrator may (but shall not be required to) administratively permit a reasonable modification without the necessity of a variance being obtained.

(Ord. No. 2023-010, Exh. A, 2-23-2023)

Section 6-3. - Requirements in M-1, light industrial districts:

The uses permitted in the M-1 districts shall conform to the following standards:

(a) *Minimum lot area:* One-half (½) acre;

(b) *Minimum lot width, measured at the building line:* One hundred (100) feet;

(c) *Minimum front yard, measured from the nearest abutting street right-of-way line:* Twenty-five (25) feet;

(d) *Minimum side yard:* A minimum side yard of ten (10) feet shall be required along each side lot line, except that where the property abuts a residential district or residential use fifty (50) feet shall be required.

(e) *Minimum rear yard:* A minimum rear yard of ten (10) feet shall be required along the rear lot line, except that when the property abuts a residential district or residential use fifty (50) feet shall be required.

(f) *Landscape plan:* A landscape plan must be submitted and approved prior to the issuance of building permits. The landscape plan must meet the buffering requirements set forth elsewhere within this article.

(Ord. No. 1986-63, 12-11-86; Ord. No. 1992-52, 12-3-92; Ord. No. 1995-52, 10-24-95; Ord. No. 1996-9, 3-28-96; Ord. No. 10, 3-28-96; Ord. No. 1996-14, 3-28-96; Ord. No. 1996-46, 8-22-96; Ord. No. 1998-51, 5-28-98; Ord. No. 1998-107, 12-22-98; Ord. No. 2021-049, Exh. A, 6-24-2021)

Section 6-4. - Requirements in M-2, heavy industrial districts:

Uses allowable in the M-2 zoning districts shall be subject to the requirements of section 5-6; otherwise, uses permitted in the M-2 districts shall conform to the following standards:

a. *Area requirements.*
    1. *Minimum lot area:* Five (5) acres;
b. *Yard and setback requirements.*
    1. *Minimum lot width, measured at the building line:* Four hundred (400) feet;
    2. *Minimum front yard depth, measured from the nearest abutting street right-of-way line:* Fifty (50) feet;
    3. *Minimum side yard width:* A minimum side yard of at least one hundred (100) feet shall be required along each side lot line;
    4. *Minimum rear yard depth:* Fifty (50) feet.
c. *Impact of overlay districts on lot requirements.* Where M-2 heavy industrial property is located within an overlay district specifying required buffers, a setback shall be required of a size equal to the greater of: (a) any specifications set forth elsewhere with section 5-6; or (b) the width of the required overlay zone buffer plus an additional five (5) feet.
d. *Landscaping.* A landscape plan must be submitted and approved by the zoning administrator prior to the issuance of building permits. The landscape plan must meet all applicable buffering requirements set forth elsewhere in this Code. See also additional requirements contained within Article VI of the Zoning Ordinances of the City of North Charleston.

(Ord. No. 2010-044, 7-22-2010)

Section 6-5. - Reserved.

Editor's note— Ord. No. 2006-48, adopted July 25, 2006, repealed § 6-5 in its entirety. Formerly, said section pertained to special requirements for town or row houses as enacted by Ord. No. 1985-15, adopted March 14, 1985; as amended. The user's attention is directed to § 5-2 of this Code for similar provisions.

Section 6-5.1. - Special requirements for mobile/manufactured homes:

Mobile homes established after the effective date of this ordinance and mobile homes existing on the effective date of this ordinance, including the relocation and replacement thereof shall:

(1) Be installed in accord with the installation requirements of section 19-425.43 of the South Carolina Manufactured Housing Board Regulations,

(2) Be underskirted around the entire home with brick, masonry, vinyl, treated wood, painted or stained, or similar material designed and manufactured for permanent outdoor installation,

(3)

Have installed or constructed and attached firmly to the mobile home and anchored securely to the ground, stairs, porches, entrance platforms, ramps or other means of entrance and exit to the mobile home in accord with applicable building codes,

(4) Have all moving or towing apparatus removed or concealed with skirting, including hitch, wheels and axles,

(5) Not be joined, affixed or in any way combined with another mobile home unless such units are fully enclosed by common exterior siding completely encircling said units, together with a unified roof, approved by the city building official or his/her designee.

Mobile homes in existence on the effective date of this ordinance shall within six (6) months of such date be brought into compliance with the requirements of this section, or be declared by the zoning administrator, chief building official, or other designee, to be in violation of the provisions herein, subject to penalties as provided in section 7-4.

(Ord. No. 1998-99, 12-11-98)

Section 6-5.2. - Special requirements for mobile and manufactured home parks:

The establishment and operation of mobile home or manufactured home parks in North Charleston shall comply with the following design and development standards:

(1) The park site shall be not less than three (3) acres, and have not less than two hundred (200) feet frontage on a public dedicated and maintained street or road.

(2) The park shall be served by public water and sewer systems, a system of storm drainage, and refuse disposal facilities, plans of which shall be approved by local DHEC officials.

(3) Each dwelling space shall abut an all-weather and surface driveway which shall not be less than eighteen (18) feet in width, and which shall have unobstructed access to a street.

(4) The bylaws or covenants of any homeowners association or other similar group maintenance agreement may be placed on file with the city.

(5) All on-site roadway intersections shall be provided with a street light and interior lights shall be provided at not less than 400-foot intervals.

(6) Each individual home site shall be at least twenty-five (25) feet from any other site and at least twenty-five (25) feet from the right-of-way of any street or drive providing common circulation.

(7) Not less than twenty (20) per cent of the park site shall be set and developed for common open space and recreation usage. See section 6-15.

(8) Space numbers: Permanent space numbers shall be provided on each mobile home space and shall be located so as to be visible from the street or driveway. Signs identifying space locations shall be provided at each street or driveway intersection.

(9) No mobile or manufactured home space shall have direct access to a public street, but shall instead access an internal driveway system.

(10) The maximum number of mobile home or manufactured home spaces shall not exceed seven (7) per acre.

(11) Two (2) parking spaces shall be provided for each designated mobile or manufactured home space. Two (2) parking spaces shall be provided for each designated mobile or manufactured home space or in community parking areas.

(12) In the development of a park, existing trees and other natural site features shall be preserved to the extent feasible.

(13) Bufferyards shall be provided on the perimeter of the park or court in accord with the requirements of section 6-1.

(14) License required, revocation: A business license shall be requisite to the opening or operation of a mobile or manufactured home park and shall be subject to annual renewal. License revocation proceedings may be initiated at the request of the zoning administrator in accord with the City of North Charleston's standard procedures.

(15) Site plan required: A site plan showing the above required data, and in all other respects meeting the minimum requirements for a building permit shall accompany all applications to establish a mobile or manufactured home park.

(Ord. No. 1998-99, 12-11-98)

Section 6-6. - Garden and cluster housing:

In order to promote the general welfare of the city through the appropriate intermingling of garden and cluster housing with other types of housing and to insure that new developments shall contribute to the building of economically sound and desirable living areas within the community, the following regulations shall be applied to garden and cluster housing in R-1, R-2, R-3, B-1 and B-2 districts.

(a) *Maximum dwelling unit density:* The maximum dwelling unit density shall not exceed ten (10) units per acre including any such property dedicated for public use or ownership in common, excluding dedicated public roads.

(b) *Per cent of lot occupancy:* No dwelling unit may occupy more than fifty (50) per cent of a lot. This does not include attached or detached utility, storage, garage, or a covered patio area that may protrude from the main building line.

(c) *Side yard requirements:* A minimum of ten (10) feet shall be provided between all buildings separated by a lot line.

(d) *Zero lot line:* Garden and cluster housing may be built with zero lot line on one (1) side wall provided that there are no openings in any such wall and that a five-foot maintenance easement shall be provided adjacent to said wall.

(e) *Special requirements:*

1.

Any building established with garden or cluster housing which does not face directly on a public street shall be provided with access to a public street.

2. All yard areas used for the drying of clothes shall be screened from view of the adjoining yards and lots.
3. Two (2) parking spaces shall be provided either partially or wholly on or off the site of the garden or cluster housing unit.

(f) *Material to be submitted for planning commission review:* All R-1 district applicants for garden and cluster housing developments shall first submit architectural plans including details such as number, location, and orientation of dwelling units; plans for off-street parking and service areas; ingress and egress arrangements with a copy of the legal documentation for common ownership and public ownership to the department of planning and management for review and recommendation to the planning and zoning commission. Which commission, after due consideration at a public meeting, is hereby authorized and empowered to approve the said plans.

(g) *Material to be submitted for administrative review:* All R-2 district applicants for garden and cluster housing developments shall first submit architectural plans including details such as number, location, and orientation of dwelling units; plans for off-street parking and service areas; ingress and egress arrangements with a copy of the legal documentation for common ownership and public ownership to the zoning department for administrative review.

(Ord. No. 1985-48, 6-27-85; Ord. No. 1985-69, 10-24-85; Ord. No. 2011-040, 8-25-2011)

Sections 6-7, 6-8. - Reserved.

Section 6-9. - Reserved.

Editor's note— Ord. No. 1999-13, adopted February 25, 1999, repealed § 6-9. Formerly, said section pertained to requirements in UD-1 high density urban district. See the Code Comparative Table.

Section 6-10. - Reserved.

Editor's note— Ord. No. 1999-13, adopted February 25, 1999, repealed § 6-10. Formerly, said section pertained to requirements in UD-2 high density urban district. See the Code Comparative Table.

Section 6-11. - Reserved.

Editor's note— Ord. No. 1999-13, adopted February 25, 1999, repealed § 6-11. Formerly, said section pertained to requirements in UD-P, urban district pedestrian way. See the Code Comparative Table.

Section 6-12. - Buffer areas:

(a) *Definition and purpose.* A buffer is an area of land, together with plantings, fences, or walls designed to ameliorate potential negative impacts between adjacent land uses and streets, promote land use compatibility, and transition and beautify between uses.

(b) *Location.* Buffer areas shall be located on the outer perimeter of a lot or parcel, extending to the lot or parcel boundary line. For purposes of complying with this section, they shall not be located on any portion of an existing street or right-of-way; however, they may occupy part or all of any required front, side or rear yard setback. Where specified by this section, buffer areas and/or buffer area structures shall be developed as an integral part of the proposed use.

(c) *Design standards.* Three (3) types of buffer areas are required by this ordinance, Type A, Type B, and Type C. A description of each follows:

(1) *Type A buffer area required.* The Type A area consists of low density landscaping between a proposed use and the adjacent street, providing separation between the two. The buffer area shall be a minimum width of five (5) feet. Per one hundred (100) lineal feet of frontage, the buffer area shall consist of a combination of not less than twenty (20) ornamental shrubs, two (2) canopy trees and three (3) understory trees.

(2) *Type B buffer area.* The Type B buffer area is a medium density screen intended to block visual contact between uses and to create spatial separation. The buffer area shall be a minimum width of ten (10) feet. Per one hundred (100) lineal feet the screen shall consist of a combination of two (2) deciduous trees planted forty (40) to sixty (60) feet on center and eight (8) evergreen plants ten (10) feet on center.

(3) *Type C buffer area.* The Type C buffer area is a high density screen intended to exclude visual contact between uses and to create spatial separation. The buffer areas shall be a minimum width of twenty (20) feet. Per one hundred (100) lineal feet the screen shall consist of a combination of not less than twenty (20) ornamental shrubs, ten (10) understory trees, and two (2) canopy trees. An eight-foot opaque privacy fence or wall is also required. The fence or wall shall be located between five (5) feet and ten (10) feet from the property line; and the plant material shall be located between the building and the fence. The zoning administrator must approve the site plan, which shows the exact fence location.

(d) *Determination of buffer area requirements.* Buffer areas shall be required under the following circumstances:

(1) *Type A buffer area required.* Wherever a multi-family building, mobile or manufactured home park, or nonresidential use is proposed a Type A buffer area shall be provided along the street right-of-way boundary of the proposed use, separating it from the adjoining street, except for driveways and visibility angles.

(2) *Type B buffer area required.* Wherever a mobile home park, multi-family building, mini-warehouse, institutional or commercial use is proposed for a site or lot adjoining any dissimilar residential use or lot or parcel zoned for a dissimilar residential use, a Type B buffer area shall

be provided along the boundary of the adjoining residential property line.

(3) *Type C buffer area required.* Wherever an industrial, warehouse, outdoor storage, or related use is proposed for a site or lot adjoining any residential use or residentially zoned district, a Type C buffer area shall be provided along the boundary of the adjoining residential property line. A Type C buffer shall also be required for any new residential development or use to be located adjacent to any industrially used or industrially zoned property.

(e) *Buffer area specifications.*

(1) *Minimum installation size.* At installation or planting, all canopy trees shall be not less than eight (8) feet in height and all understory trees shall be not less than six (6) feet in height. All shrubs shall be not less than four (4) feet in height except for ornamental shrubs for Type A buffer areas, which shall not be less than eighteen (18) inches in height.

(2) *Staggered planting.* Where required, plant material shall be planted in at least two (2) rows and in an alternating fashion to form a continuous opaque screen of plant material.

(3) *Required planting.* The zoning administrator shall maintain a list of acceptable plant material for canopy trees, understory trees, and shrubs. This list may be updated as necessary by the city's horticulturist.

(f) *Substitutions.* The following substitutions shall satisfy the requirements of this section:

(1) *Existing plant materials.* Existing trees of four (4) inches DBH (diameter breast high) or more in diameter, within the required buffer area may be included in the computation of the required buffer area planting, with approval of the zoning administrator and/or staff horticulturist.

(2) *Fence or wall.* Where, owing to existing land use, lot sizes, or configurations, topography, or circumstances peculiar to a given piece of property, the buffer area requirements of this section cannot reasonably be met, the developer(s) may request and the zoning administrator may approve the substitution of appropriate screening, in the way of a fence or wall structure along the property line of the proposed use in accord with provisions of this section.

An eight-foot opaque privacy fence or wall may be substituted for a Type B buffer area.

All fences and walls used as part of the buffer area requirements must have a finished side that is facing adjoining property. The finished side is the side whose framing, supports, or posts are not visible. The interior side of the fence or wall may be finished as owner deems appropriate.

(g) *Exceptions.* Where property is screened by an existing building or wall, no additional buffering shall be required if approved by the zoning administrator.

(h) *Responsibility.* It shall be the responsibility of the proposed new use to provide the buffer area where required by this ordinance, except that no new detached single-family dwelling or duplex shall be required to provide such buffer area.

(i)

Required maintenance. The maintenance of required buffer areas including fences and walls shall be the responsibility of the property owner. All such areas shall be properly maintained so as to ensure continued buffering. All planted areas shall be provided with an irrigation system or a readily available water supply to ensure continuous healthy growth and development. Dead trees shall be removed; debris and litter shall be cleaned; and berms, fences, and walls shall be maintained at all times. Trees and shrubs that die shall be replaced by the property owner and/or tenant no more than thirty (30) days following the death of the plant material. The zoning administrator must approve the replacement before new plant material is planted. Fences and walls shall be maintained in good repair. Failure to do so is a violation of this ordinance, and may be remedied in the manner prescribed for other violations.

(j) *Use of buffer areas.* A buffer area may be used for passive recreation; however no plant material may be removed. All other uses are prohibited, including off-street parking.

(Ord. No. 1998-51, 5-28-98; Ord. No. 1998-85, 9-24-98; Ord. No. 1998-107, 12-22-98; Ord. No. 2002-080, 10-25-02; Ord. No. 2003-004, 1-23-03; Ord. No. 2015-023, 5-28-2015)

Section 6-13. - Screening:

(a) *Definition and purpose.* Screening is a method of buffering used to block or obscure a particular element or use from view by minimizing the visual impact of potentially unsightly open storage areas and refuse disposal facilities.

(b) *Specifications.* Screening shall be provided as follows:

(1) a. Mechanical equipment (whether ground level, raised, or rooftop) associated with non-residential uses shall be screened by the use of fences, walls or architectural elements or evergreen plant materials of sufficient height to screen the items from street view at the time of installation.

b. Mechanical equipment (whether ground level, raised, or rooftop) associated with apartment buildings shall be screened by the use of fences, walls or architectural elements or evergreen plant materials of sufficient height to totally obscure the equipment from public view at the time of installation. If fencing is used, it shall have no more than a one-half-inch gap between boards.

(2) Open storage areas not devoted to retail sales visible from any public street, including open storage areas for shipping containers, building materials, appliances, salvage materials and similar unenclosed uses shall be screened with an eight-foot high opaque fence or wall on all sides. The use of materials such as mesh, cloth, or tarp to screen storage areas is prohibited.

(3) Dumpsters or any trash, refuse, recycling, or other waste storage containers shall be screened and buffered with built enclosures defined as an eight-foot high opaque fence or wall on all sides. Construction dumpsters and industrial compactors may be exempted from this enclosure requirement if, in the opinion of the zoning administrator, (a) such dumpsters and compactors will not be visible from the right-of-way and will not be visible from dissimilarly zoned or used

properties; or (b) the nature of a particular industrial use requires frequent and repeated relocation of dumpsters around the site in normal course of business and site cleanliness can be reasonably maintained through other means.

(c) *Amortization.* Any existing trash dumpster that is not properly screened by January 31, 2020 must come into compliance prior to the license renewal of the business.

(Ord. No. 1998-51, 5-28-98; Ord. No. 1998-107, 12-22-98; Ord. No. 2001-057, 8-22-02; Ord. No. 2012-020, 6-26-2012; Ord. No. 2015-023, 5-28-2015; Ord. No. 2016-016, 4-28-2016; Ord. No. 2019-034, 6-27-2019; Ord. No. 2021-041, Exh. A, 5-27-2021)

Section 6-14. - Landscaping:

(a) *Definition and purpose.* Landscaping is an improvement to an area of land permanently devoted and maintained for the growing of trees, shrubbery, grass, other plants and decorative features to the land. This improvement is intended to improve the appearance of vehicular use areas and development abutting public rights-of-way; to protect, preserve, and promote the aesthetic appeal, scenic beauty, character and values of land in the city; to promote the aesthetic appeal, safety through the reduction of noise pollution, stormwater run off, air pollution, visual pollution, and artificial light glare.

(b) *Where required.* No proposed nonresidential use shall hereafter be established or reestablished in an existing building or structure, and subsequently used unless landscaping and buffering are provided in accord with the provisions of this section and section 6-12. No existing building, structure or vehicular use area shall be reoccupied by a new use, or expanded or enlarged by fifty (50) per cent or more unless the minimum landscaping required by the provisions of this section is provided throughout the building site. Enlargement involving twenty (20) to fifty (50) per cent of the existing building shall meet the minimum requirements for the enlargement only. Enlargements involving less than twenty (20) per cent shall not be required to meet the landscaping requirements provided herein.

(c) *Landscaping plan.* A landscaping plan shall be submitted as part of the application for a permit. The plan shall:

(1) Designate areas to be reserved for landscaping. The specific design of landscaping shall be sensitive to the physical and design characteristics of the site.

(2) Indicate the location and dimensions of landscaped areas, plant materials, decorative features, etc.

(3) Identify all existing trees ten (10) inches DBH (diameter breast height) in required setback (yard) areas.

(4) The landscape plan shall include all material (including existing) used to comply with the buffer requirement.

(d) *Landscaping requirements.* Required landscaping shall be provided as follows:

(1) Along the outer perimeter of a lot or parcel, where required by the buffer area provisions of this article, to buffer and separate incompatible land uses. The amount of buffering is specified in section 6-12.

(2) Within the interior, peninsula or island type landscaped areas shall be provided for any open vehicular use area containing ten (10) or more parking spaces. Landscaped areas shall be located in such a manner as to divide and break up the expanse of paving and at strategic points to guide travel flow and directions. Elsewhere, landscaped areas shall be designed to soften and complement the building site.

At a minimum, interior lot landscaping shall be provided in the following amounts:

Use	Per Cent of Lot
Institutional	15
Industrial/wholesale/storage	5
Office/office warehouse	10
Commercial-retail-service	5

Buffer area landscaping may provide up to fifty (50) per cent of the above requirement. Landscaping along exterior building walls and structures is suggested to separate with greenery the building from the vehicular surface area.

(e) *Landscaped areas.*

(1) All landscaped areas in or adjacent to parking areas shall be protected from vehicular damage by a raised concrete curb or an equivalent barrier of six (6) inches in height. The barrier need not be continuous.

(2) Landscaped areas must be at least twenty-five (25) square feet in size and a minimum of three (3) feet wide to qualify.

(3) Landscaped areas adjacent to parking spaces shall be landscaped so that no plant material greater than twelve (12) inches in height is located within two (2) feet of the curb or other protective barrier. (Plant material greater than twelve (12) inches in height would be damaged by the automobile bumper overhang or by doors swinging open over the landscaped areas.)

(4) Planting of canopy trees is required at a rate of one (1) tree per ten (10) parking spaces.

(f)

Required maintenance. The maintenance of required landscaped areas shall be the responsibility of the property owner and the tenant both jointly and severally. All such areas shall be properly maintained so as to assure their survival and aesthetic value, and shall be provided with an irrigation system or a readily available water supply. Failure to monitor such areas is a violation of this ordinance, and may be remedied in the manner prescribed for other violations.

(Ord. No. 1998-51, 5-28-98; Ord. No. 1998-107, 12-22-98; Ord. No. 2009-13, 3-26-09; Ord. No. 2015-023, 5-28-2015; Ord. No. 2020-037, Exh. A, 8-27-2020)

Section 6-15. - Common open space:

(a) *Definition.* Common open space is land and/or water bodies used for recreation, amenity or buffer; it shall be freely accessible to all residents and property owners of a development, where required by this ordinance. Open space shall not be occupied by buildings or structures other than those in conjunction with the use of the open space; roads; parking. It shall be calculated by dividing the total amount of open space within the site by the total site area.

(b) *Purpose.* The purpose of this section is to ensure adequate open space for high density residential development; to integrate recreation, landscaping, greenery and/or natural areas into such projects; to promote the health and safety of residents of such projects; and to compensate for the loss of open space inherent in single-family residential projects.

(c) *Where required.* The following uses/projects consisting of nine or more units shall provide common open space in the amounts prescribed:

Proposed Uses/Projects	Common Open Space Ration (Per Cent Lot)
Cluster developments	15
Townhouse projects	15
Mobile/manufactured home parks	20
Multi-family projects	20

Note: Landscaped buffer areas provided to meet the requirements of section 6-12 for multi-family projects and mobile/manufactured home parks may be applied toward meeting above requirements if held in common ownership.

(1) *New sites:* No proposed development, building or structure in connection with the above shall hereafter be erected or used unless common open space is provided in accord with the provisions of this section.

(2) *Existing sites:* No existing development, building or structure in connection with the above shall be expanded or enlarged unless the minimum common open space required by the provisions of this section are provided to the extent of the alteration or expansion.

(d) *Common open space plan.* Proposed uses/projects set forth in section 6-15(c) shall submit an open space or landscaping plan as part of the application for a building permit. The plan shall:

(1) Designate areas to be reserved as open space. The specific design of open space shall be sensitive to the physical and design characteristics of the site.

(2) Designate the type of open space which will be provided, and indicate the location of plant materials, decorative features, recreational facilities, etc.

(3) Specify the manner in which common open space shall be perpetuated, maintained and administered.

(e) *Types of common open space and required maintenance.* The types of common open space which may be provided to satisfy the requirements of this ordinance together with the maintenance required for each are as follows:

(1) Natural areas are areas of undisturbed vegetation or areas replanted with vegetation after construction. Woodlands and wetlands are specific types of natural areas. Maintenance is limited to removal of litter, dead trees, plant materials, and brush. Natural water courses are to be maintained as free-flowing and devoid of debris. Stream channels shall be maintained so as not to alter floodplain levels.

(2) Recreational areas are areas designed for specific active recreational uses such as tot lots, tennis courts, swimming pools, ballfields, and similar uses. Recreational areas shall be accessible to all residents of the development. Maintenance is limited to ensuring that there exist no hazards, nuisances, or unhealthy conditions.

(3) Greenways are linear green belts linking residential areas with other open space areas. These greenways may contain bicycle paths, and bridle paths. Connecting greenways between residences and recreational areas are encouraged. Maintenance is limited to a minimum of removal and avoidance of hazards, nuisances, or unhealthy conditions.

(4) Landscaped areas, lawns and required buffer areas, including creative landscaped areas with gravel and tile, so long as the tile does not occupy more than two (2) per cent of the required open space. Lawns, with or without trees and shrubs shall be watered regularly to ensure survival, and mowed regularly to ensure neatness. Landscaped areas shall be trimmed, cleaned, and weeded regularly.

(f)

Preservation of open space. Land designated as common open space may not be separately sold, divided or developed. Open space areas shall be maintained so that their use and enjoyment as open space are not diminished or destroyed. Open space areas may be owned, preserved and maintained as required by this section by any of the following mechanisms or combinations thereof:

(1) Dedication of and acceptance by the city.

(2) Common ownership of the open space by a homeowner's association which assumes full responsibility for its maintenance.

(3) Deed restricted, private ownership which shall prevent development and/or subsequent subdivision of the open space land and provide the maintenance.

In the event that any private owner of open space fails to maintain same, the city may in accordance with the open space plan and following reasonable notice, demand that deficiency of maintenance be corrected, and enter the open space to maintain the same. The cost of such maintenance shall be charged to those persons having the primary responsibility for maintenance of the open space.

(Ord. No. 1998-51, 5-28-98; Ord. No. 1998-107, 12-22-98; Ord. No. 2022-021, Exh. A, 3-24-2022)

Section 6-16. - Tree protection:

(a) *Purpose*. The purpose of this section is to preserve existing trees of ten (10) inches in diameter or greater at breast height and generally discourage the clear cutting of sites, a practice which destroys the balance of nature, leads to sedimentation and erosion, contributes to air and water pollution, and unnecessarily robs the community of valuable natural resources.

(b) *Protected trees*. Healthy trees ten (10) inches and greater DBH (diameter breast height) are a valuable natural resource, by virtue of their age, size and contribution to the environment. Such trees shall be protected. Protected trees include "significant trees," "replacement/mitigation trees," and "grand trees."

(c) *Exemptions*. The following shall be exempt from the tree protection provisions of this article:

(1) *Timber harvesting:* Timber harvesting meeting the requirements of S.C. Code Ann. 48-23-205(B).

(2) *Pruning or cutting:* Pruning or cutting of trees necessary to the maintenance of preexisting utility company infrastructure, easements and rights-of-way.

(3) *Dead, diseased or dying trees:* Trees which are certified by an arborist or landscape architect, and which the Zoning Administrator concurs, to be dead, dying, or diseased may be removed without mitigation with the submittal of a report containing pictures of the trees' condition(s) that led to the determination.

(4) *Building damage:* Protected or grand trees that are determined by the zoning administrator or designee to be causing structural damage to a structure greater than two hundred (200) square feet or sidewalks and driveways, where said damage cannot be remedied without removing the tree, may be approved for removal. When there is a question of whether tree removal is

necessary, the zoning administrator may require documentation from an arborist or who is certified by the International Society of Arboriculture or landscape architect or who is otherwise qualified, that said damage cannot be successfully halted through root pruning and installation of a root barrier while maintaining the structural integrity of the tree.

(5) *In-fill residential development:* Residential lots platted before 2007 shall be exempt from the tree mitigation provisions, except those relating to grand trees.

(6) Nothing in this article shall be construed to prevent the ordinary trimming and maintenance of trees provided such trimming is not so excessive so as to constitute an abuse as described in this section.

(d) *Permit required.* On all sites, removal of trees shall be prohibited prior to securing a permit. Any permits for removal shall meet the requirements set forth in this article. No person shall cut down, top, remove, relocate, damage, destroy, or in any manner abuse any protected tree on any lot or public right-of-way in the city unless authorized by the terms of this section.

(e) Tree survey required for removal, site disturbance or subdivision A tree survey showing all existing protected trees throughout the portion of any site or right-of-way proposed for disturbance and including any area counted as required open space area shall be submitted as part of any site plan for zoning and building permits or any preliminary and final subdivision plats in accordance with subsection 6-16(e)(1) below. If there are no protected trees on a site, this requirement may be satisfied by a note on the site plan, preliminary or final plat to that effect.

(1) *Tree survey requirements:* A tree survey shall be prepared and submitted that meets the following requirements:

a. *Qualified professional:* Tree surveys shall be prepared by a licensed landscape architect, surveyor or engineer registered in South Carolina and the location of each tree shall be shown within plus or minus three (±3) feet. The survey shall be presumed accurate for two (2) years beyond the survey date unless there is information to the contrary.

b. *Significant trees:* The survey shall identify all significant trees by species and location, specify their estimated canopy spread, and specify the trunk diameter at breast height (DBH).

c. *Grand trees:* The survey shall identify all grand trees by species and location, specify the actual canopy spread, and specify the trunk diameter at breast height (DBH).

1. For subdivisions, the siting of a lot so as to place a grand tree at or near the center of a lot in a location that will require the removal of the grand tree for construction of a dwelling unit, shall be prohibited.

d. Any trees which are defined as protected by the requirements of an overlay district or a riparian buffer as defined in section 6-17.

e. *Tree canopies:* The canopies of trees which overhang the site, even if the trunks are located on an adjacent parcel.

f. *Any existing trees proposed as mitigation for tree cutting:* Any existing trees proposed as mitigation for tree cutting shall be at least two (2) inches DBH and of like kind to those cut if they are indigenous to the South Carolina Lowcountry. If the trees proposed to be cut are not an indigenous species, the zoning administrator and city horticulturist may approve an indigenous replacement type. Trees measuring two (2) inches but less than ten (10) inches within a required riparian or overlay corridor buffer may be counted toward mitigation for tree cutting.

g. *Dead or diseased trees:* The location, type and size of any dead or diseased trees.

h. *Improvements*: Location of all existing and proposed structures, improvements, rights-of-way, pavement, drainage areas, and easements on the property, and designation of all rights-of-way and other lands adjacent to the property.

i. *Date*: The date of the survey.

j. *Preparer information:* The name, signature, seal and address of the licensed landscape architect, surveyor or engineer who shall be responsible for the accuracy of the information provided.

(f) *Provisions for tree removal.*

(1) *Significant trees*:

a. Any significant tree between ten (10) inches DBH and less than twenty-four (24) inches DBH falling within the footprint of a proposed building, drainage pond, rights-of-way, or driveway may be cut without any replacement requirement.

b. No more than twenty-five (25) per cent of the existing significant trees outside the footprint of a building, drainage pond, rights-of-way, or driveway shall be felled and removed, except by order of the zoning administrator, without inch for inch replacement.

1. Up to fifty (50) per cent of the trees outside the footprint of the buildings, driveways, rights-of-way, or drainage ponds may be removed by order of the zoning administrator on the affirmative recommendation of the city horticulturist owing to unique circumstances surrounding the development of property (example: exceptionally low terrain where significant cutting or filling might be needed to accomplish positive drainage).

(2) *Grand trees*:

a. Only after a finding by the zoning administrator and city horticulturist that an applicant has demonstrated through an examination of various site designs that there is no practical alternative location of a building, drainage pond, driveway, right-of-way or other building design that would leave the grand tree in place and in good health, the removal of grand tree is permitted with applicable mitigation as prescribed in subsection (g)(3) below.

(g) *Provisions for mitigation and tree replacement.*

(1) *Tree replacement plan required.* A site plan/building permit shall also include a tree protection/replacement plan (if applicable) which shall show:

a. *Tree designations:* Designations indicating whether each proposed tree is to be saved, relocated, or removed. Trees proposed for relocation should be marked with a bold letter "R", trees proposed to be saved shall be marked with a bold letter "S", trees proposed for mitigation shall be marked with a bold letter "M", and trees proposed for removal should be marked with a bold letter "X".

b. *Tree relocations:* The species, size and new location of any trees which are proposed to be relocated within the site.

c. *Tree replacements:* The species, size and location of trees that are proposed to be planted as replacement for trees cut. Replacement trees must be a minimum of two (2) inches DBH.

1. Proposed replacement trees are to be of like kind to those proposed for cutting. Where existing site conditions would make the survivability of replacement trees unlikely or infeasible, the zoning administrator may (but shall not be required to) administratively permit a reasonable substitution for another tree species on the city's list of acceptable trees without the necessity of a variance being obtained.

2. Replacement trees shall not be bunched together in a manner suggesting poor prospects for their long-term survival but shall be dispersed and well established. To help ensure successful tree planting, an evaluation of soil-species-combination before trees are proposed is recommended.

3. Existing on-site mitigation trees. The location of any existing trees at least two (2) inches DBH and less than ten (10) inches DBH which are proposed as on-site mitigation, including trees within buffer areas. Any such trees must be flagged and protected during site disturbance or construction.

4. Replacement trees shall be located in areas of common ownership (i.e. open space areas owned by associations). In the event there is not adequate common spaces for replacement tree plantings, other locations may be approved by the zoning administrator.

(2) *Summary Table*. A summary table indicating the following (See Appendix X for example):

a. The total number of protected trees

b. The total number of grand trees (Inch-for-Inch mitigation required, see subsection (3) below)

c. The number of significant trees falling within the footprint of the buildings, driveways, rights-of-way, or drainage ponds

d. The number of trees falling outside of the footprint of the buildings, driveways, rights-of-way, or drainage ponds

e.

A calculation representing twenty-five (25) per cent of the significant trees outside the footprints of buildings, driveways, rights-of-way, and drainage ponds (Total Number of Significant Trees — Number of Significant Trees under footprints = Remaining Number of Significant Trees × twenty-five (25) per cent)

f. The total number of significant trees proposed for removal

g. A calculation representing the number and cumulative average DBH of the significant trees proposed to be removed in excess of the twenty-five (25) per cent figure. This is the number of significant trees which will require mitigation. When determining the number of inches to be replaced, an average of the total inches removed multiplied by the number of trees removed shall be calculated. The average of total inches is based on all significant trees removed, including those under buildings, driveways, rights-of-way, or drainage ponds.

(3) *Mitigation*. Mitigation for cutting of grand and significant trees in accordance with this section is required:

a. *Significant trees:* Inch for inch replacement shall be required for all trees cut over and above the number representing twenty-five (25) per cent of those outside the footprint of buildings, driveways, rights-of-way, and drainage ponds. When determining the number of inches to be replaced, an average of the total inches removed shall be calculated and then multiplied by the number of trees removed. The average of total inches is based on all significant trees removed, including those under buildings, driveways, rights-of-way, or drainage ponds.

b. *Grand trees:* The approved cutting of any healthy grand tree shall require inch for inch replacement regardless of where the tree is located. For example, inch for inch replacement of grand trees shall be required even if the grand tree falls in the footprint of proposed buildings, driveways, rights-of-way or drainage ponds.

c. *Any proposed tree bank replacement.* After submitting a replacement plan exhausting all on-site replacement opportunities an applicant may, with the consent of the zoning administrator, pay into the tree bank account an amount to be determined by the city horticulturist equal to the cost to acquire, install and maintain for a two-year period trees equivalent in their average diameter at breast height otherwise required to be shown on a tree replacement plan.

(4) *Bonding of required tree replacement.* In the event that an immediate planting schedule would prevent the healthy development of new plants and trees, the director of finance on the affirmative recommendation of the zoning administrator may approve a bond, an irrevocable letter of credit, or other financial surety guarantee to certify the completion of the required replacement planting in an amount equal to one hundred twenty-five (125) per cent of the cost of acquisition, installation, and a two-year replacement guarantee provided the total required bonded amount remains below fifty thousand dollars ($50,000.00). Upon approval of the financial surety, a certificate of conditional zoning compliance shall be issued and the

installation of replacement material must be completed within twenty-four (24) months of that date. The applicant must provide the city permission to enter their premises and complete the work described in the contract submitted with the bond in the event that they have not done so within the time prescribed.

(h) *Provisions for tree protection.*

(1) *Protective barricades required.* Protective barricades shall be placed around all trees dedicated to be saved within a development area, prior to the start of any building and/or development activities, and shall remain in place until the building and/or development activities are completed. The area within the protective barricade shall remain free of all building materials, dirt or other construction debris, vehicles, and development activities. Should the tree die up to one (1) year after the development, mitigation will be required. Barricades shall be erected at the dripline of the tree canopy or a minimum distance from the base of protected trees, whichever is greater, according to the following standards:

a. *For significant trees:* Protective barricades shall be placed a minimum distance of ten (10) feet from the base of each protected tree up to ten (10) inches DBH and an additional foot per inch above ten (10) inches DBH; unless an encroachment is approved as below.

b. *For grand trees:* Protective barricades shall provide a diameter of protection around the tree equal in feet to the diameter breast height of the trees (i.e. a twenty-four-inch diameter tree would require a twenty-four-foot diameter protective barricade), unless an encroachment is approved as below.

(2) *Tree protection plan and tree protection detail required.* Site plans shall include a tree protection plan showing where tree protection barricades are to be installed and a tree protection detail illustration depicting the typical placement of tree protection.

(3) *Barricade materials and inspection:*

a. The protective barrier shall consist of orange safety fencing, not less than three (3) feet high and supported by wood/metal poles.

b. *Inspection required.* An inspection of the protective barricades is required prior to the issuance of any permits.

(i) *Provisions for encroachment into protected trees.*

(1) A proposed encroachment equivalent to one-quarter (¼) of the distance from the tree trunk to the edge of the tree canopy of any grand tree or any significant tree designated for preservation is permitted.

(2) An encroachment greater than one-quarter (¼) of the distance from the tree trunk to the edge of the tree canopy may be approved by the zoning administrator provided the applicant has supplied a letter from a certified arborist or a landscape architect stating that the proposed encroachment will not adversely affect the subject tree. This letter should specify the following:

a.

The recommended regimen of care for the tree for at least twelve (12) months and should confirm that the arborist or landscape architect has been retained to provide such care.

b. An exhibit from the arborist or landscape architect showing the grading of the health of the tree for which the encroachment is proposed

c. An updated tree grading is required after one (1) year after the encroachment has been approved. If the second grading reveals any degradation in the health of the tree, the applicant shall:

1. Have the arborist or landscape architect indicate any needed changes in care, and confirm that the applicant has retained the arborist or landscape architect to provide that care; and

2. Repeat the tree health grading on the anniversary of the second grading, and if further degradation is detected, the application shall provide inch for inch replacement for the subject tree.

(j) *Cutting, etc. of protected trees without a permit prohibited.* No person shall cut down, top, remove, relocate, damage, destroy, or in any manner abuse any protected tree on any lot or public right-of-way in the city unless authorized by the terms of this section or unless approved by the zoning administrator.

(1) *Abuse includes:* Alteration of the drip-line, storage of materials within the tree protection barricades; the deposit of any fill material within the tree protection barricades, excessive pruning; excessive thinning; paving with concrete, asphalt or other impervious material within such proximity as to be harmful to a protected tree; or any act of malicious damage to a tree. Improper or excessive pruning or thinning shall constitute abuse. For purposes of this article "excessive pruning" shall be pruning or thinning of a protected tree that:

a. Exceeds more than twenty-five (25) per cent of the leaf surface on both the lateral branch and the overall foliage of a mature tree that is pruned within a growing season; and/or

b. Pruning that does not leave remaining one-half (½) of the foliage of a mature tree evenly distributed in the lower two-thirds (⅔) of the crown and individual limbs upon completion of any pruning.

(2) *Penalty for cutting without a zoning permit:* Cutting down, topping, removing, relocating, damaging, destroying, or in any manner abusing any protected tree without a permit shall be punishable as set forth in section 1-10 of the North Charleston Code of Ordinances. Each day that such violation continues shall constitute a separate offense.

(3) *Tree replacement required for protected trees cut, damaged, or abused without a zoning permit:* The planting of replacement trees on an inch for inch cut basis is required on the site where the unlawful cutting occurred. If the replacement cannot be accomplished entirely on the

development site, all or part of it shall be accomplished through the tree bank account. Individual replacement trees should be of the largest reasonably transplantable DBH available, but in no event shall such replacements be smaller than two inches DBH.

(k) *Construction of section.* The provisions of this section shall not supersede the provisions of any other ordinance of the city which provides greater protection for trees.

(l) *Overlay districts.* For properties located in the overlay districts, refer to special provisions governing development in those districts for additional regulations.

CALCULATING TREE MITIGATION

#	Item required per subsection 6-16(d)(4)	How calculated	Number
A	Total number of protected trees (significant and grand trees as defined below) on site (Pine, sweetgum, and invasive-species trees are not considered protected trees.)	A = B + C	
B	Total number of significant trees (Excluding pine, sweetgum, and invasive-species trees, all other trees of at least ten (10) inches DBH and less than twenty-four (24) inches DBH.)		

C	Total number of grand trees (Excluding pine, sweetgum, and invasive-species trees, any tree twenty-four (24) inches or greater DBH.) Note: Any healthy grand tree of twenty-four (24) inches DBH or greater may be cut only after a finding by the zoning administrator and city horticulturist that an applicant has demonstrated through an examination of various site designs that there is no practical alternative location of a building, drainage pond, driveway, right-of-way, or other building design that would leave the grand tree in place and in good health. The approved cutting of any grand tree shall require inch for inch replacement regardless of where the tree is located. For example, inch for inch replacement of grand trees shall be required even if the grand tree falls in the footprint of proposed buildings, driveways, rights-of-way, or drainage ponds.		
D	Number of significant trees falling within the footprint of a proposed building or proposed driveway or drainage ponds		
E	Number of significant trees falling outside of the footprint of proposed buildings and proposed driveways or drainage ponds	E = B - D	
F	Number of significant trees representing twenty-five (25) per cent of those outside the footprints of buildings, driveways, rights-of-way, and drainage ponds	F = E * .25	
G	Number of significant trees outside the footprint of buildings, driveways, rights-of-way, and drainage ponds which are proposed for removal		

H	Number of significant trees proposed to be removed in excess of the twenty-five (25) per cent figure [F, above] (if any).	H = G - F	
I	Average DBH of the significant trees proposed to be removed in excess of the twenty-five (25) per cent figure [F, above] (if any).	Avg DBH of trees counted in line H	
J	Number of inches required for mitigation for removal of significant trees	J = H * I	
K	If replacement trees cannot be planted on-site, mitigation amount due for significant trees removed	K = J * $217.50	
L	Number of inches required for mitigation for removal of grand trees	Sum of DBH of trees counted in line C	
M	If replacement trees cannot be planted on-site, mitigation amount due for grand trees removed	M = L * $217.50	
N	Total mitigation amount due for tree removals	N = K + M	

(Ord. No. 1998-51, 5-28-98; Ord. No. 1998-107, 12-22-98; Ord. No. 2000-085, 12-14-00; Ord. No. 081, 10-24-02; Ord. No. 2006-45, 7-25-06; Ord. No. 2009-13, 3-26-09; Ord. No. 2009-70, 12-10-09; Ord. No. 2014-017, 3-27-2014; Ord. No. 2020-037, Exh. A, §§ I—XII, 8-27-2020; Ord. No. 2022-019, 3-24-2022)

Section 6-17. - Riparian buffers:

Purpose and intent. The riparian buffer ordinance is established in order to maintain stream habitats and associated vegetation for the purposes of maintaining the physical, chemical and biological integrity of water resources; providing vital natural filtration of stormwater; reducing erosion and controlling sedimentation; stabilizing stream banks; maintaining tidal and stream flows; improving aquatic and terrestrial wildlife habitats; maintaining scenic value and recreational opportunities; and mitigating the impacts of flooding and tropical storms.

(a)

Applicability. This ordinance applies to all proposed new development, and to expansions to existing development sufficient to trigger application of normal buffer requirements, on properties abutting preserved wetlands and tidal or non-tidal tributaries to the Ashley and Cooper Rivers within the City of North Charleston. This ordinance shall not apply to properties located in the Upper Dorchester Gateway Corridor (article V, section 5-11) or the Ashley River Scenic District (article V, sections 5-8, [5-]9 and [5-]10).

(b) *Riparian buffers adjacent to preserved wetlands and along tributaries of the Ashley River or Cooper River.* Natural vegetative buffers of twenty-five (25) feet in depth shall be maintained on the upland side of critical lines along tidal tributaries of the Ashley River or Cooper River (as designated by the South Carolina Department of Health and Environmental Control's Office of Coastal Resource Management), adjacent to preserved wetlands, and along the upland side of the bank of any non-tidal tributary of the Ashley River or Cooper River. For the purpose of this section a preserved wetland shall mean a jurisdictional wetland regulated by the Army Corps of Engineers. Where a wetland or a portion of a wetland is filled pursuant to a properly-issued permit, no riparian buffer is required along the filled area.

1. *Buildings and impervious surfaces:* No new buildings or impervious surfaces shall be located within the buffer.
2. *Uses allowed within buffer area:* The following uses may be allowed within the buffer area, subject to the normal tree protection regulations in article VI, section 6-16 and review by the zoning administrator:
    a. *Trails:* Pedestrian or bike trails constructed of pervious natural materials and not exceeding ten (10) feet in width.
    b. *Pedestrian or vehicular access:* Access ways leading to such water dependent uses as docks, piers, bridges, and boat landings elevated to above grade to prevent channelization and running perpendicular to the length of the buffer.
    c. *Utilities:* Minimum utility line penetrations as specifically and previously approved on development plans that must necessarily cross a wetland area without a reasonable alternative.
3. *Drainage facilities:* Minimal utility line penetrations, including drainage lines or outfalls, that must necessarily cross a wetland area without a reasonable alternative, provided plans show the disturbed area to be replanted with native species complementary to those existing in the undisturbed area of the buffer.
4. *Landscaping additions to the buffer:* Where natural vegetation may be absent or insufficient to accomplish any degree of storm-water filtration or bank stabilization, additional plantings of indigenous grasses, shrubs and trees may be required at the following minimum rate: Six (6) canopy trees (two and one-half (2½) inch diameter breast height minimum); and ten (10)

understory trees (six (6) to eight (8) feet height minimum); and forty (40) shrubs, (three (3) gallons minimum). No new non-indigenous plant species may be planted within the buffer area.

5. The landowner of a site involving a buffer is permitted to selectively clear and prune a minimal amount of vegetation in order to provide a reasonable view corridor, and shall meet the following requirements:
    a. The view corridor shall be no wider than seventy-five (75) feet or one-third (⅓) of the lot width, whichever is narrower;
    b. If the landowner wants to establish a view corridor, he or she must submit a selective clearing and landscaping plan to the zoning department and apply for a zoning permit. The plan must leave enough vegetation in the corridor to maintain the function of the buffer.
        i. No tree of six (6) inches DBH shall be cut or removed;
        ii. All cutting or pruning shall be done by hand—No grubbing or grading is permitted.
    c. To prevent conversion to turf, no pruning shall be allowed below a height of three (3) feet.
    d. If a landowner clears more vegetation than allowed, he or she will be subject to a fine and required to replant the segment of the buffer that is in violation. Any clearing is also subject to the regulations of the city's Tree Protection Ordinance, which imposes a one thousand eighty-five dollar ($1,085.00) fine per tree cut unlawfully, or up to thirty (30) days in jail.
    e. To the extent possible, the placement of the view corridor should coincide with the location of trails, paths, driveways and utility easements which areas shall count toward the maximum width of the view corridor.
6. If application of this ordinance shall prohibit all permitted use of a parcel to the extent that no building could be constructed on the parcel, then the zoning administrator may reduce the natural vegetative buffers required by this section by as much as fifty (50) per cent. Greater reductions must be submitted to the zoning board of appeals.

(Ord. No. 2009-67, 11-24-09; Ord. No. 2010-24, 4-22-2010; Ord. No. 2020-038, Exh. A, 8-27-2020)

Editor's note— Ord. No. 2009-67, adopted Nov. 24, 2009, did not specifically amend the Code. At the editor's discretion, these provisions have been included as § 6-17.

ARTICLE VII. - ENFORCEMENT, APPEALS, COMPLAINTS AND REMEDIES

Footnotes:
*--- (**2**) ---*

Editor's note— *Ord. No. 1998-84, adopted Sept. 24, 1998, amended Art. VII in its entirety, in effect repealing §§ 7-1—7-4 and enacting similar new provisions in lieu thereof as §§ 7-1—7-8. Formerly, such provisions derived from Ord. No. 1986-62, adopted Dec. 11, 1986; Ord. No. 1990-47, adopted Oct. 25, 1990; Ord. No. 1992-26, adopted July 9, 1992; Ord. No. 1993-26, Sept. 9, 1993; Ord. No. 1995-85, adopted Dec. 28, 1995; and Ord. No. 1995-86, adopted Dec. 28, 1995.*

Section 7-1. - Administration and enforcement:

The zoning administrator is hereby designated and duly charged with the authority to administer and enforce the provisions of this ordinance.

The zoning administrator shall accept and examine all applications for construction, land use or reuse, and shall issue permits where such applications are in accord with the provisions of this ordinance and applicable building codes. He/she shall direct parties in conflict with this ordinance, and cause to be kept records and files of any and all matters referred to him/her.

If the zoning administrator shall find that any one of the provisions of this ordinance is being violated, he/she shall notify in writing the person responsible for such violation, indicating the nature of the violation and ordering the action necessary to correct it. He/she shall order discontinuance of illegal use of land, buildings, or structures; removal of illegal building or structures or of illegal additions, alterations, or structural changes; discontinuance of any illegal work being done; and shall take any other action authorized by this ordinance to ensure compliance with or to prevent violation of its provisions.

(Ord. No. 1998-84, 9-24-98)

Section 7-2. - Administrative procedures and requirements:

No building, structure or sign requiring a permit or any part thereof shall be erected, added to or structurally altered, nor shall any excavation or grading be commenced until the required permits have been issued.

No building, structure or land shall be used; nor shall any building, structure or land be converted, wholly or in part to any other use, until all applicable and appropriated licenses, certificates and permits have been issued certifying compliance with the requirements of this section.

No permits inconsistent with the provisions of this section shall be issued unless accompanied by an approved variance as provided by this article; provided, however, that in instances in which a site improvement required by city ordinance cannot be installed in the ordinance-specified location due to the refusal of a third-party easement holder to permit encroachment then the zoning administrator may (but shall not be required to) administratively permit a reasonable modified installation without the necessity of a variance being obtained. Additionally, where improvements are proposed to a developed property, the zoning administrator may (but shall not be required to) administratively permit a reasonable modified installation of required buffers, fencing, or similar items without the necessity of a variance being obtained.

Refusal by the zoning administrator to issue a building permit shall be stated in writing with cause.

The provisions of this section shall not apply to the necessary construction, replacement or maintenance by a public utility of its outside plant facilities, including such items as poles, cross-arms, guywires, cable and drops.

(Ord. No. 1998-84, 9-24-98; Ord. No. 2015-004, 1-22-2015; Ord. No. 2021-071, Exh. A, 10-28-2021)

Section 7-2.1. - Filing applications:

Applications for permits shall be signed by the owner or his/her designee and shall be filed on forms provided by the zoning administrator.

(Ord. No. 1998-84, 9-24-98)

Section 7-2.2. - Application requirements for a grading (land disturbing) permit:

Requirements for a grading permit are contained in the South Carolina Stormwater Management and Sediment Reduction Regulations and are hereby adopted by reference.

(Ord. No. 1998-84, 9-24-98)

Section 7-2.3. - Application requirements for a building permit:

Each application for a permit for a building or structure other than a sign shall be accompanied by two (2) sets of the following or as much thereof as the zoning administrator shall find necessary to determine whether the proposed building or use will be in compliance with the provisions of this ordinance:

A plat and/or site plan with the date and scale, showing the actual shape and dimensions of the lot to be built upon; the size, height and location on the lot of existing and proposed buildings and structures; the existing and intended use of each building or part of a building; the number of families or housekeeping units the building is designed to accommodate; buffer areas; flood and wetland areas; proposed parking; building elevations and such other information with regard to the lot and contiguous land uses as required to determine compliance with and provide for the enforcement of this ordinance.

(Ord. No. 1998-84, 9-24-98; Ord. No. 2008-19, 3-27-08)

Section 7-2.4. - Application requirements for a sign permit:

Each application to erect a sign, where a sign permit is required by this ordinance, shall be accompanied by the following information:

(1) Common signage plan, where applicable, in accord with the requirements of section 5-4.
(2) Identification of ownership and/or leaseholder of property on which the sign is to be erected, including street address.
(3) Name and address of the owner of the sign.

(4) Site plan sketch with dimensions (nonprofessionally drafted plan is acceptable) showing the location of the sign with respect to the property and right-of-way lines, building and setback lines, and buildings, parking areas, existing freestanding signs, and buffer areas.

(5) Correct size, shape, configuration, face areas, height, nature, number and type of sign to be erected.

(6) The value of a sign and sign structure.

(7) The zoning administrator may waive any of the informational requirements listed above deemed unnecessary to process an application.

(8) For signs exceeding thirty-five (35) square feet in area, the applicant shall include a drawing by a Registered South Carolina Engineer or Architect and a written certification from a Registered South Carolina Engineer or Architect that the sign is structurally sound and safe, does not constitute a hazard to persons or property on the premises, on adjoining property, or in the vicinity of its location, that the sign will comply with all then current requirements of a building or other construction codes and this article, and that the sign will withstand one hundred (100) miles per hour winds. During the performance of work under a permit issued for such a sign, a Registered South Carolina Architect or Engineer shall inspect the sign on an ongoing basis during various stages of work so as to assure that the work is proceeding in accordance with the standards and the proposal on the application and, upon completion of the work such architect or engineer shall conduct a final inspection and specially certify that, based upon his/her inspections, the sign has in fact been constructed in accordance with such application. It shall be the responsibility of the applicant to see that such certification is made and to file the original of said certification with the city building department within thirty (30) days after the completion of all work under the permit and, in all cases, within seven (7) months from the date of issuance of the permit.

Section 7-3. - Inspections for compliance:

The zoning administrator and/or other appropriate city officials may make or require inspections of any land disturbing activity, construction or maintenance requirement to ascertain compliance with approved permit applications, plats and/or plans.

(Ord. No. 1998-84, 9-24-98)

Section 7-4. - Complaints regarding violations:

Whenever a violation of this ordinance occurs, or is alleged to have occurred, the zoning administrator or other appropriate city official shall record and investigate such complaint, and take such action as provided by this ordinance. Complaints may be filed in writing or verbally, stating fully the cause and basis thereof.

(Ord. No. 1998-84, 9-24-98)

Section 7-5. - Penalties for violation:

The owner or owners of any buildings or premises or any part thereof, where anything in violation of the zoning ordinance of the City of North Charleston shall be placed or shall exist, and any architect, builder or contractor who may be employed to assist in the commission of any such violation and all persons who shall violate any of the provisions of the zoning ordinance of the City of North Charleston or fail to comply therewith or with any requirements thereof, or who shall be punishable by a fine not exceeding five hundred dollars ($500.00) or by imprisonment for a term not exceeding thirty (30) days or both. Each day such violation continues shall constitute a separate offense.

(Ord. No. 1998-84, 9-24-98)

Section 7-6. - Right of appeal:

Any decision or determination by the zoning administrator or other administrative official may be appealed to the board of zoning appeals.

(Ord. No. 1998-84, 9-24-98)

Section 7-7.1. - Establishment of zoning board of appeals:

A zoning board of appeals is hereby established. Said board shall consist of seven (7) members, who shall be residents of North Charleston and shall be appointed by the mayor with the approval of a majority of city council for overlapping terms of three (3) years. Any vacancy in the membership shall be filled for the unexpired term in the same manner as the initial appointment. Members shall serve without pay but may be reimbursed for any expenses incurred while representing the board. A member may be removed for cause at the request of the mayor with approval by a majority of city council. None of the members shall hold any other public office or position within the municipality or county.

(Ord. No. 1998-81, 9-24-98; Ord. No. 2009-21, 5-14-09)

State Law reference— Similar provisions, S.C. Code Ann., § 6-29-780.

Section 7-7.2. - Board of zoning appeal; officers, rules and procedures:

(a) The board of appeals shall elect a chairman from its members who shall serve for one year or until reelected or until their successors are elected. The board shall appoint a secretary, who may be a city officer, an employee of the city, a member of the planning commission or a member of the board of appeals. Meetings of the board must be held at the call of the chairman and at such other times as the board may determine. Meetings shall be open to the public and public notice of all meetings of the board of appeals shall be provided by publication in a newspaper of general

circulation in the municipality or county. In cases involving variances or special exceptions, conspicuous notice shall be posted on or adjacent to the property affected with at least one such notice being visible from each public thoroughfare that abuts the property. The chairman, or in his or her absence, the acting chairman, may administer oaths and compel the attendance of witnesses by subpoena. The board shall keep minutes of its proceedings, showing the vote of each member upon each question, or in the absence of failing to vote, indicating that fact, and shall keep records of its examinations and other official actions, all of which must be immediately filed in the office of the board and must be a public record.

(b) Decisions of the board of zoning appeals. The concurring vote of four (4) members of the board of appeals shall be necessary to reverse any order, requirement, decision or determination of the zoning administrator or to decide in favor of the applicant on any matter upon which it is required to pass under the article or to affect any variation of this article.

(c) Appeals to the board of zoning appeals shall be initiated by filing with the zoning administrator and with the board of appeals notice of said appeal specifying the grounds thereof and accompanied by an application fee of seventy-five dollars ($75.00) to cover administrative costs (advertising). The zoning administrator shall forthwith transmit to the board all papers constituting the record upon which the action appealed from was taken.

(Ord. No. 1998-81, 9-24-98; Ord. No. 2011-037, 7-28-2011)

State Law reference— Similar provisions, S.C. Code Ann., § 6-29-790

Section 7-7.3. - Powers of the board of appeals; variances; special exceptions; stays; hearings; decisions and orders:

(a) The board of appeals has the following powers:

(1) To hear and decide appeals where it is alleged there is error in an order, requirement, decision, or determination made by an administrative official in the enforcement of the zoning ordinance;

(2) To hear and decide appeals for variance from the requirements of the zoning ordinance when strict application of the provisions of the ordinance would result in unnecessary hardship. A variance may be granted in an individual case of unnecessary hardship if the board makes and explains in writing the following findings:

a. There are extraordinary and exceptional conditions pertaining to the particular piece of property;

b. These conditions do not generally apply to other property in the vicinity;

c. Because of these conditions, the application of the ordinance to the particular piece or property would effectively prohibit or unreasonably restrict the utilization of the property; and

d. The authorization of a variance will not be of substantial detriment to adjacent property or to the public good, and the character of the district will not be harmed by the granting of the variance.

(i) The board may not grant a variance the effect of which would be to allow the establishment of a use not otherwise permitted in a zoning district, to extend physically a nonconforming use of land, or to change the zoning district boundaries shown on the official zoning map. The fact that property may be utilized more profitably, should a variance be granted, may not be considered grounds for a variance. Other requirements may be prescribed by the zoning ordinance.

A local governing body by ordinance may permit or preclude the granting of a variance for a use of land, a building or a structure that is prohibited in a given district, and if it does permit such a variance, it may require the affirmative vote of two-thirds (⅔) of the local adjustment board members present and voting. Notwithstanding any other provision of this section, the local governing body may overrule the decision of the local board of adjustment concerning a use variance.

(ii) In granting a variance, the board may attach to it such conditions regarding the location, character, or other features of the proposed building, structure, or use as the board may consider advisable to protect established property values in the surrounding area, or to promote the public health, safety or general welfare;

(3) To permit uses by special exception subject to the terms and conditions for the uses set forth for such uses in the zoning ordinance; and

(4) To remand a matter to an administrative official, upon motion by a party or the board's own motion, if the board determines the record is insufficient for review. A party's motion for remand may be denied if the board determines that the record is sufficient for review. The board must set a rehearing on the remanded matter without further public notice for a time certain within sixty (60) days unless otherwise agreed to by the parties. The board must maintain a list of persons who express an interest in being informed when the remanded matter is set for rehearing, and notice of the rehearing must be mailed to these persons prior to the rehearing.

(5) To hear and decide appeals where it is alleged that there is error in an order, requirement, decision, or determination made by an administrative official in the enforcement of the Olde North Charleston Historic District and/or Neighborhood Conservation District.

(6) To review applications for certain work at sites within the Olde North Charleston Historic District and/or Neighborhood Conservation District in order to determine whether the specific proposed activity conforms to the principles and requirements of the Historic District and/or Conservation District.

(b) Appeals to the board may be taken by any person aggrieved or by any officer, department, board or bureau of the municipality or county. The appeal must be taken within a reasonable time, as provided by the zoning ordinance or rules of the board, or both, by filing with the officer from whom the appeal is taken and with the board of appeals notice of appeal specifying the grounds of it. If no

time is provided, the appeals must be taken within thirty (30) days from the date the appealing party has received actual notice of the action from which the appeal is taken. The officer from whom the appeal is taken immediately shall transmit to the board all the papers constituting the record upon which the action appealed from was taken.

(c) An appeal stays all legal proceedings in furtherance of the action appealed from, unless the officer from whom the appeal is taken certifies to the board, after the notice of appeal has been filed with him, that by reason of facts stated in the certificate a stay would, in his opinion, cause imminent peril to life and property. In that case, proceedings may not be stayed otherwise than by a restraining order which may be granted by the board or by a court of record on application, on notice to the officer from whom the appeal is taken, and on due cause shown.

(d) The board shall fix a reasonable time for the hearing of the appeal or other matter referred to it, and give at least fifteen (15) days' public notice of it in a newspaper of general circulation in the community, as well as due notice to the parties in interest, and decide the same within a reasonable time. At the hearing any party may appear in person or by agent or by attorney.

(e) In exercising the above power, the board of appeals may, in conformity with the provisions of this chapter, reverse or affirm, wholly or in part, or may modify the order, requirements, decision, or determination, and to that end shall have all the powers of the officer from whom the appeal is taken and may issue or direct the issuance of a permit. The board in the execution of the duties specified in this chapter may subpoena witnesses and in case of contempt may certify this fact to the circuit court having jurisdiction.

(f) All final decisions and order of the board must be in writing and be permanently filed in the office of the board as a public record. All finds of fact and conclusions of law must be separately stated in final decisions or orders of the board which must be delivered to parties of interest by certified

(Ord. No. 1998-81, 9-24-98; Ord. No. 2008-23, 4-24-08; Ord. No. 2021-058, Exh. A, 8-28-2021)

State Law reference— Similar provisions, S.C. Code Ann., § 6-29-800.

Section 7-7.4. - Contempt; penalty:

In case of contempt by a party, witness, or other person before the board of appeals, the board may certify this fact to the circuit court of the county in which the contempt occurs and the judge of the court, in open court or in chambers, after hearing, may impose a penalty as authorized by law.

(Ord. No. 1998-81, 9-24-98)

State Law reference— Similar provisions, S.C. Code Ann., § 6-29-810.

Section 7-7.5. - Appeal from zoning board of appeals to circuit court:

A person who may have a substantial interest in any decision of the board of appeals or any officer or agent of the appropriate governing authority may appeal from a decision of the board to the circuit court in and for the county by filing with the clerk of the court a petition in writing setting forth plainly, fully, and distinctly why the decision is contrary to law. The appeal must be filed within thirty (30) days after the decision of the board if mailed.

(Ord. No. 1998-81, 9-24-98)

State Law reference— Similar provisions, S.C. Code Ann., § 6-29-820.

Section 7-7.6. - Notice of appeal; transcript; supersedeas:

(a) Upon the filing of the appeal, the clerk of the circuit court shall give immediate notice of it to the secretary of the board and within thirty (30) days from the time of the notice the board shall file with the clerk a certified copy of the proceedings held before the board of appeals, including a transcript of the evidence heard before it, if any, and the decision of the board including its findings of fact and conclusions.

(b) The filing of an appeal in the circuit court from a decision of the board shall not ipso facto act as a supersedeas, but the judge of the circuit court may in his discretion grant a supersedeas upon such terms and conditions as may seem reasonable and proper.

(Ord. No. 1998-81, 9-24-98)

State Law reference— Similar provisions, S.C. Code Ann., § 6-29-830.

Section 7-7.7. - Determination of appeal; costs:

At the next term of the circuit court or in chambers, upon ten (10) days' notice to the parties, the presiding judge of the circuit court of the county shall proceed to hear and pass upon the appeal on the certified record of the board proceedings. The findings of fact by the board of appeals shall be treated in the same manner as a finding of fact by a jury, and the court may not take additional evidence. In the event the judge determines that the certified record is insufficient for review, the matter may be remanded to the zoning board of appeals for rehearing. In determining the questions presented by the appeal, the court shall determine only whether the decision of the board is correct as a matter of law. In the event that the decision of the board is reversed by the circuit court, the board is charged with the costs, and the costs must be paid by the governing authority which established the board of appeals.

(Ord. No. 1998-81, 9-24-98)

State Law reference— Similar provisions, S.C. Code Ann., § 6-29-840.

Section 7-7.8. - Appeal to Supreme Court:

A party in interest who is aggrieved by the judgment rendered by the circuit court upon the appeal may appeal in the same manner as provided by law for appeals from other judgments of the circuit court in law cases.

(Ord. No. 1998-81, 9-24-98)

State Law reference— Similar provisions, S.C. Code Ann., § 6-29-850.

Section 7-7.9. - Savings clause:

After the effective date of this act, all laws repealed or amended by this act must be taken and treated as remaining in full force and effect for the purpose of sustaining any pending or vested rights, civil action, special proceeding, criminal prosecution or appeal existing as of the effective date of this act and for the enforcement of rights, duties, penalties, forfeitures and liabilities as they stood under the appealed or amended laws.

(Ord. No. 1998-81, 9-24-98)

Section 7-8. - Amendments:

(a) *Authority:* This ordinance, including the official zoning map, may be amended from time to time by the city council as herein specified, by no amendment shall become effective unless it shall have been proposed by or shall have first been submitted to the planning commission for review and recommendation.

(b) *Procedure.*

(1) *Initiation of amendments:* A proposed amendment to the zoning ordinance may be initiated by the planning commission, city council, or by application filed with the planning commission, filed by the city zoning administrator, or the owner or owners of any property proposed to be changed. No proposed amendment shall be initiated affecting the same parcel or parcels of property or any part thereof, and requesting the same change in district classification by a property owner or owners more often than once every twelve (12) months; provided, however, that the previously referenced twelve (12) month rule shall not apply in instances in which the applicant voluntarily withdraws or consents to the withdrawal of the proposed amendment prior to final decision by city council. Amendment applications made subsequent to a prior withdrawal shall begin the rezoning process at the application filing stage.

(2) *Application procedure:* Application forms for amendments shall be obtained from the city department of planning and management. Completed forms, together with an application fee of seventy-five dollars ($75.00) to cover administrative costs, (advertising) plus any additional information the applicant feels to be pertinent, will be filed with the department of planning and management. The previously mentioned seventy-five dollars ($75.00) application fee shall be waived, however, in instances in which the rezoning request is filed in conjunction with a

simultaneous petition for annexation. Any communication purporting to be an application for an amendment shall be regarded as mere notice to seek relief until it is made in the form required. Applications for amendments must be received in proper form at least forty-five (45) days prior to the planning commission meeting in order to be heard at that meeting. A copy of all forms shall be forwarded by the department of planning and management to the municipal clerk within three (3) working days of their initial submission.

(3) *Review by the planning commission:* All papers and other data supplied by the applicant on behalf of the amendment request shall be transmitted to the planning commission. The planning commission, at regular meetings, shall review and conduct an advertised public hearing; provided, however, that council may in its discretion conduct an advertised public hearing in addition to or in lieu of such an advertised hearing by the planning commission. After so doing, the planning commission shall prepare a report, including its recommendation. This report shall be submitted to city council. All meetings of the planning commission shall be open to the public. At a meeting, any party may appear in person or by agent or by attorney.

(4) *Report of the planning commission:* Following its advertised public hearing and its review of the proposed amendment, the planning commission shall reach a decision regarding said amendment and report its findings and recommendation to city council for final action. The planning commission shall have thirty (30) days within which to submit its report. If the Planning Commission fails to submit a report within the thirty-day period, it shall be deemed to have approved the proposed amendment. No change in or departure from the text or maps as recommended by the planning commission may be made at council unless such change or departure is first returned to the planning commission for review and recommendation.

(c) *Notice of public hearing:* In scheduling a public hearing for a proposed zoning map and/or text amendment, notice of the time and place shall be published in a newspaper of general circulation in the city at least fifteen (15) days in advance of the scheduled public hearing or thirty (30) days in advance of the scheduled public hearing for amendments proposing a change to the comprehensive plan. Unless otherwise handled by council, the planning commission shall hold such hearing and include a report of the same along with its recommendation to city council.

(1) *Posting of property:* In cases involving rezoning, conspicuous notice shall be posted on or adjacent to the property affected, with at least one such notice being visible from each public thoroughfare that abuts the property. Such notice shall be posted at least fifteen (15) days prior to the announced hearing, indicating the nature of the proposed change, identification of the affected property, and time, date and place of hearing.

(d) *Action by city council:* The city council shall take action on the proposed amendment within sixty (60) days of receipt of the planning commission's recommendation of an application. If no action is taken by the city council within such time, the proposed amendment shall be considered denied, unless otherwise specified by council.

Following final action by city council, any necessary changes shall be made to the official zoning map and/or text. A written record of the type and date of such change shall be maintained by the clerk of council.

(e) *Effects on permits existing prior to amendments:* If any district or part of a district is hereafter transferred to another district by a change in the district boundaries by amendment as provided in this section, the provisions of this ordinance with regard to buildings, premises, or building permits existing prior to the time of such change shall continue to apply to those buildings, premises, or permits even though the area has been transferred to another zoning district.

(f) *Moratorium on issuance of building permits upon submission of proposed change:*

(1) Whenever a proposal for a change in zoning classification has been formally submitted by the owner or owners of property in accordance with the procedures set forth in this section, or whenever any change to a zoning classification, requirement, or ordinance has been approved by the planning commission and submitted to the city council for its consideration, no building permits shall thereafter be issued for properties affected by the proposed change until the city council has rendered its official decision regarding the change unless the permit applied for would be allowed under both the existing zoning provisions and the provisions of the zoning ordinance as they are proposed to be modified.

(2) Whenever, in the ninety (90) days preceding the date of a building permit, site disturbance permit, or other land development/use permit application, an amendment to the comprehensive development plan has been adopted and that comprehensive development plan amendment is such that a property's existing zoning designation is not consistent with the zoning designation indicated by the amended comprehensive development plan, no permit shall issue unless the permit applied for would be allowed under both the exiting zoning classification and the zoning classification indicated in the comprehensive development plan amendment.

(g) *Savings clause.* After the effective date of this act, all laws repealed or amended by this ordinance must be taken and treated as remaining in full force and effect for the purpose of sustaining any pending or vested right, civil action, special proceeding, criminal prosecution, or appeal existing as of the effective date of this ordinance and for the enforcement of rights, duties, penalties, forfeitures, and liabilities as they stood under the repealed or amended laws.

(Ord. No. 1998-84, 9-24-98; Ord. No. 2000-032,6-22-00; Ord. No. 2001-074, 11-20-01; Ord. No. 2001-091, 12-27-01; Ord. No. 2002-083, §§ I, II 11-26-02; Ord. No. 2006-07, § 3, 3-23-06; Ord. No. 2014-018, 3-27-2014; Ord. No. 2017-036, 5-25-2017)

ARTICLE VIII. - SIGN REGULATIONS

Footnotes:
*--- (**3**) ---*

Editor's note— *Ord. No. 2005-59, § I, approved Oct. 13, 2005, amended art. VIII in its entirety to read as herein set out. Formerly, said article pertained to similar subject matter as enacted by Ord. No. 1986-1, adopted Feb. 13, 1986. See the Code Comparative Table for a detailed analysis of amendment.*

Section 8-1. - Findings of fact and purpose:

In adopting this article, the city council makes findings and states its purposes and intent as follows:

a. The purpose of this article is to provide comprehensive regulations for signage within the City of North Charleston that will eliminate confusing, distracting and unsafe signs, assure the efficient transfer of information; and enhance the visual environment of the City of North Charleston and enhance traffic safety. It is declared that the regulation of signs within the City of North Charleston is necessary and in the public interest.

b. A complete ban on billboards, leaving open the possibility of relocation of existing billboards, will foster overall improvement to the aesthetic and visual appearance of the city, preserve and open up areas for beautification on property adjoining the public roadways, reduce visual clutter, enhance the City of North Charleston as an attractive place to live and work, reduce blighting influences, and improve traffic safety by reducing driver distractions.

c. The most direct and perhaps the only effective approach to dealing with the issues created by signage within the city is to regulate signs in the manner set forth within this article. These regulations reflect the necessity of compromise in order to strike the most appropriate balance of competing interests.

d. Billboards and other signs visible from roadways are often intended to, and do, divert a driver's attention from the roadway. Pleasurable views exist that can be enjoyed from roadways. The presence of signs in general, and billboards in particular, diminishes these views and diminishes the public's experience in traversing the city's roadways.

e. Signs are important to those who wish to communicate ideas and messages, and to those who use such information.

f. If left unregulated, signs would likely proliferate and develop in such a way as to visually blight the community and create eyesores.

g. Rather than banning all signs visible from roadways, city council enacts these regulations to strike the most efficient and desirable balance of the competing interests.

h. To preserve and protect the quiet and relaxing atmosphere of residential neighborhoods, commercial elements should be highly restricted in such areas. In contrast, in business and industrial zones, it is appropriate to allow signs which serve the communication needs appropriate to such areas, so as to protect and preserve their vital character. The regulations of this article are intended to accomplish these goals.

i.

Certain signs are required by law, such as traffic control signs, informational signs on governmental buildings and public transportation facilities, and legally required notices. This article allows such signs to perform their necessary functions.

j. To concurrent regulation by the city and by other governmental units; in such situations, the city regulates within its sphere and does not interfere with the proper jurisdiction of over governmental units.

k. Emergency responders (i.e., police, fire, ambulance, poison/animal control) need street numbering/address/identification signs to locate persons and buildings needing services. Similarly, the ability to readily identify curb cuts and to designate traffic flow within parking lots and other areas is essential for community safety. This article allows such signs.

l. Signs greater than thirty-two (32) square feet in area are building structures and could pose a risk to public safety if they were to collapse or fall. The cost (both in dollars and in limitations on communication) of simple regulatory safeguards, such as building plan review, required fallzones, and required setbacks is minimal. Council thus finds it appropriate to employ such methods to protect the public.

m. Without some form of tracking system to monitor temporary signs, the enforcement of the temporary sign rules would likely be administratively burdensome. Temporary signs of less than nine (9) square feet pose de minimis concerns. However, people posting larger temporary signs should register the signs with the city so as to facilitate city monitoring of the permitted display period(s) associated with such signs. Any minor inconvenience associated with the registration of large temporary signs is more than offset by the public benefit of improved regulatory enforcement.

n. Some streets within North Charleston have historically been relatively free of billboards, thus preserving certain pleasurable vistas. Some roadways, due to the presence of non-sign-based distractions, complexity, or other unique attributes may be less appropriate for signs than other roads within the city. This article strikes a balance of these interests by allowing signs on certain roadways and by limiting the size, number, or presence of signs.

o. Council finds that enforcement of amortization schemes to remove non-conforming signs can be time consuming and a burden on governmental resources, particularly if not undertaken in a step-wise fashion. Accordingly, the council finds it appropriate to proceed in a step-wise fashion in the manner set forth in section 8-11. The categories of signs selected initially for amortization were selected based upon the council's assessment of the relative benefit from removal of such sign types, and based on council's assessment of the expected amortization enforcement costs (individually and in the aggregate) associated with these sign types.

p. The statements in this section merely summarize the council's findings, purposes, intent and rationales, and are not a verbatim recitation of them. This summary is not intended to be exhaustive or exclusive.

(Ord. No. 2005-59, § I, 10-13-05)

Section 8-2. - Basic principles:

The principles, policies, rules and regulations stated in this section (the "basic principles") apply to all signs within the regulatory scope of this article and to all provisions of this article, and override more specific provisions to the contrary.

a. *Regulatory scope.* This article regulates signs, as defined herein, which are located on private property or on public property owned or controlled by public entities over which the City of North Charleston has land use regulatory authority. The city's policies for private party display of signs on city property are stated in another article.

b. *Administration authority.* The director is authorized and assigned the duty of enforcing all provisions of this article.

c. *Compliance and permits.* No person shall construct, erect, place, display or maintain any sign in violation of this article. To ensure compliance with this article, a sign permit shall be required for all signs, except as provided herein.

d. *Administrative interpretations.* All interpretations of this article are to be exercised in light of the city's message neutrality and message substitution policies stated in this section. Where a particular type of sign is proposed in a permit application, and the type is neither expressly allowed nor prohibited by this article, or whenever a sign does not qualify as a "structure" as defined in the building code, then the director shall approve, conditionally approve, deny, or disapprove the application based on the most similar sign type, using physical and structural similarity, that is expressly regulated by this article.

e. *Message neutrality.* It is the city's policy and intent to regulate signs in a manner which is consistent with the speech freedoms of both the United States and South Carolina constitutions, as construed by the courts. The director shall seek the input and advice of the city attorney regarding court decisions for guidance in interpreting and applying this article.

f. *Message substitution.* Subject to the property owner's consent, any noncommercial message may be substituted, in whole or in part, for any allowed commercial message or any noncommercial message, provided that the sign structure or mounting device is legal without consideration of message content. Such substitution of message may be made without any additional approval or permitting. The purpose of this provision is to prevent any favoring of commercial speech over non-commercial speech, or favoring of any particular noncommercial message over any other noncommercial message. This provision does not create a right to increase the total amount of signage on a parcel; does not create a right to substitute an off-site commercial message in place of an on-site commercial message or a non-commercial message; does not affect the requirement that a sign structure or mounting device be properly permitted; and does not authorize changing the physical method of message display without a permit.

g. *Purpose of permitting.* All permitting and approval processes required by this article are intended to ensure compliance with this article and various safety codes, as well as to prevent the loss of time, effort, materials and investment which might otherwise be invested in an illegal sign.

h. *Non-communicative aspects of signs.* All rules and regulations concerning the non-communicative aspects of signs including, but not limited to, location, size, allowable area, height, illumination, spacing between signs, orientation and density, are enforceable independently of any permit or approval process. Any sign which is constructed in violation of the regulations and rules concerning the non-communicative aspects of signs cannot be legalized by the passage of time, regardless of what messages may or may not be displayed on such signs.

i. *Billboard policy.* It is the policy of the city to completely prohibit the construction, erection, or use of any and all new or additional billboards (as defined herein), other than those which legally exist in the city, or for which a valid permit has been issued and has not expired, as of the date on which this provision, or when a prior version of this article containing this same provision, was adopted. In approving this article, the city council affirmatively declares that its billboard policy is a fundamental land use policy, and that it would have adopted this billboard policy even if it were the only provision in this article. The city council intends for this billboard policy to be severable and separately enforceable even if other provision(s) of this article may be declared, by a court of competent jurisdiction, to be unconstitutional, invalid, or unenforceable. This provision does not prohibit agreements to relocate presently existing billboards to a location within one of the billboard plazas identified herein.

j. *Property owner's consent.* No sign may be displayed on private property or other regulated land without the property owner's consent.

k. *Sign related rights and duties.* Sign related rights and duties apply to specific uses at specific locations and cannot be transferred from one location to another. This provision does not modify or affect the law of fixtures, sign-related provisions in private leases regarding signs (so long as they are not in conflict with this article or other law), or the ownership of sign structures.

l. *Master sign program/precise plans.* Master sign programs for specific developments, planned developments, specific plans, and precise plans, as well as special sign districts or sign-related overlays, when duly approved by the city, may modify the rules stated in this article only as to the non-communicative aspects of signs, but may not override or modify any of the basic principles stated in this section. All of the provisions of this section shall automatically apply to and be deemed a part of any master sign program, precise plan, sign district or sign-related overlay zoning which is approved after the date on which this provision, or a prior version of this article containing the same provision, was adopted.

m.

Mixed use zoning districts. For purposes of this article in zoning districts allowing both residential and nonresidential uses, all legal residential uses shall be treated as if they were located in a residential district which would allow a residential unit of the same type (i.e., single family residence and/or multifamily residence), and all legal nonresidential uses shall be treated as if they were located in a nonresidential district allowing nonresidential uses of the same type.

n. *Severance.* If any provision of this article or the application thereof is held by a court of competent jurisdiction to be invalid or unenforceable, such invalidity shall not affect any other provision or application of this article that can be given effect without the invalid provision or application and, to this end, all of the provisions of this article are severable.

(Ord. No. 2005-59, § I, 10-13-05)

Section 8-3. - Definitions:

[The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:]

Abandoned sign: A sign which no longer correctly directs attention to, or exhorts any person, advertises a current message or a bona fide business, lessor, owner, product or activity conducted or product available.

Accessory use: A use subordinate to the principal use on the same parcel, site or building and serving a purpose customarily incidental to the principal use.

Billboard: a sign which meets any of the following criteria:

(1) A permanent structure sign, with a display face exceeding thirty-two (32) square feet, which is used for the display of offsite commercial messages;

(2) A permanent structure sign, with a display face exceeding thirty-two (32) square feet, which constitutes a separate or secondary use, as opposed to an accessory use, of the parcel on which it is located;

(3) An outdoor sign with a display face greater than thirty-two (32) square feet on which display space is made available to parties, other than the owner or operator of the sign or occupant of the parcel, in exchange for a rent, fee or other consideration; or

(4) A sign, with a display face exceeding thirty-two (32) square feet, which is used for general advertising purposes.

BOZA: City of North Charleston Board of Zoning Appeals.

Changing image sign: A sign on which the graphic image or display copy regularly changes. Examples include multi-prism displays and automated video displays.

Commercial mascot: A person or animal dressed or decorated with commercial costuming or imagery and used for commercial promotion purposes. Sign spinners, sign clowns, sign twirlers and persons or animals holding or personally attending commercial message signs are included within this definition.

Commercial message: A message on a sign that identifies, advertises, or attracts attention to an establishment, product, service, or activity, or that concerns the economic interests of the sign sponsor or audience, or which proposes an economic transaction. This definition is to be interpreted in light of relevant court decisions.

Construction sign: A sign displayed on the site of a construction development project during the period of time which commences when the last necessary permit is issued and continues until the issuance of the earliest of a certificate or notice of completion, final inspection or certificate of occupancy, or the functional equivalent of any of them.

Designation sign: A ground or wall sign which identifies a building, multi-use development, governmental or institutional facility or retail center.

Director: The zoning administrator or designee.

Directional or *instructional sign:* A sign which provides instruction or direction information, such as identifying restrooms, public telephones, walkways, direction to parking lot entrances and exits.

District: An area designated on the city zoning map that is subject to zoning rules. See zoning district.

Drive-through service sign: A sign mounted on the premises of an establishment which provides goods or services to customers or clients while they are in their vehicles, and which is a part of such drive-through service.

Establishment: Any non-residential, legal use of land which involves the use of structures subject to the building code and the presence of human beings on the premises. By way of example and not limitation, this definition includes businesses, factories, farms, schools, hospitals, hotels and motels, offices and libraries but does not include single family homes, mobile family homes, residential apartments, residential care facilities, residential condominiums or industrial or utility facilities which are usually unattended.

Flashing sign: Any sign which uses an intermittent or flashing light by means of animation, or an externally mounted intermittent light source which varies in intensity so as to produce a flashing image.

Freestanding sign. A sign supported by one or more uprights, posts, or bases placed upon or affixed in the ground and not attached to any part of a building. There are two (2) main types: monument and pole.

Gateway style sign pairs: A type of freestanding or wall-mounted on-site announcement sign positioned at one or both sides of the primary entrance/exit of a commercial or industrial park or residential development.

General advertising: The business of promoting other businesses or causes using methods of advertising, in contrast to self-promotion or onsite advertising. As to signs, the sign owner makes display space available to other parties in exchange for a fee or other consideration.

Ground sign: a low-profile freestanding sign erected with its base on the ground. Also known as monument sign.

Industrial center: A group of industrial uses served by common parking facilities which are either (a) linked by a common plan/design between buildings; or (b) contained within a single building; regardless of common or separate ownership of parcels, buildings, or floorspace.

Inlaid signs or *tablets:* A sign face cut into any masonry surface or inlaid so as to be part of the building.

Interim sign: A sign installed and displayed in lieu of permanent signage, during the time period that permanent signage is being designed, constructed, installed and inspected.

Interior sign: A sign located inside of a building and principally intended to convey information to those within the building envelope.

Nameplate: A sign which identifies the name and/or address of a building, establishment or occupant.

Non-communicative aspects: Those aspects of a sign which do not constitute a part of the sign copy or display. These include, but are not limited to, physical structure or mounting device, location, orientation, spacing, density, visibility and view obstruction, size, allowable area height and illumination.

Nonconforming sign: A sign that conformed to the law in effect at the time of original construction, but which does not conform to the provisions of this article.

Off-site sign: A sign communicating a commercial message which concerns products, services, activities or facilities not located on, or inherently associated with, the premises where the sign is installed. The on-site/off-site distinction applies only to commercial messages.

On-site sign: A sign communicating a commercial idea or message or identifying or advertising an establishment, business, person, or activity, or goods, products, services or facilities located or available on the premises, or inherently associated with the premises (or occupant thereof) where the sign is installed. The on-site/off-site distinction applies only to commercial messages.

Person: Any individual, corporation, association, firm, partnership, limited liability company and other legally recognized entities, singular or plural.

Pole sign: a type of freestanding sign which is supported by one or more columns, poles, uprights, or braces in or upon the ground, and is not attached to a building.

Portable sign: a sign which is easily moved from one location to another. Such signs may be mounted on wheels, on a person or animal, or be so designed and constructed that relocation is easy. Common examples include "A Frame," "sandwich board," and trailer signs.

Principal use: A principal use is the main or primary use of a parcel that is permitted under the district regulations in the City's zoning law. Unless the district regulations allow mixed uses, only one principal use may be made of a single parcel, along with uses that are accessory to that principal use. As to signs, if a principal use is a store, then the sign that announces the name of the store is an accessory use.

Projecting sign: A sign attached to and projecting from the wall of a building and not in the same plane as the wall.

Public notices and signs: Signs required or specifically authorized for a public purpose by any law (common law or statutory).

Roof sign: A sign that is attached to a building and is displayed above the eaves of the building. Provided, however, that where the roof is situated at an angle to a plane which is perpendicular to the building wall of not less than eighty (80) degrees and no more than one hundred (100) degrees, then such sign shall be regulated as a "wall sign."

Safety codes: Those codes adopted to protect the public health, safety and welfare by regulating the manner of development and construction including, but not limited to, building, grading, demolition, mechanical, plumbing and electrical regulations.

Separate use or *secondary use:* a land use which is neither the principal use of the particular parcel, nor incidental or accessory to the principal use. In the context of signs, a billboard used for general advertising, when located on a parcel that has a principal use, is a separate or secondary use.

Sign: Any structure or device which displays a visual image for the purpose of attracting attention and/or conveying information or a message, which is visible from any portion of the public right-of-way. However, notwithstanding the generality of this definition, the following are not within the definition:

a. Architectural features. Decorative or ornamental elements of buildings, not including letters, trademarks, or moving parts;
b. Cornerstones, foundation stones, and similar devices;
c. Cultural decorations. Displays of noncommercial nature, mounted on private residential property, which pertain to cultural and religious observances;
d. Fireworks;
e. Grave markers. Gravestones, insignia on tombs, mausoleums and other insignia of the deceased which such are part of a burial, interment, mausoleum or memorial site which is otherwise lawful;
f. Hot air balloons. Inflated balloons which carry persons but do not display general advertising images;
g. Manufacturers' marks. Marks on tangible products, such as trademarks and logos, which identify the maker, seller, provider or product, and which customarily remain attached to

the product or its packaging even after sale;

h. Mass transit. Advertisements or banners mounted on trains or duly licensed mass transit vehicles which legally pass through or circulate within the city;

i. Newsracks. Any self-service or coin-operated box, container, storage unit, fixture or other dispenser placed, installed or maintained for display and sale or other distribution of one or more newspapers, periodicals or other publications;

j. Noncommercial symbols integrated into architecture or landscaping. Symbols of noncommercial organizations or concepts including, but not limited to, religious or political symbols, when such are permanently integrated into the structure of a permanent building or its related landscaping, which is otherwise legal;

k. Official notices. Any public or legal notice required by law, a court or public agency;

l. Personal appearance. Items or devices of personal apparel, decoration or appearance, including apparel, tattoos, makeup, masks and costumes, but not including hand-held commercial signs or commercial mascot devices;

m. Special non-commercial event signage. Signs used in conjunction with special events, parades, demonstrations and protests;

n. Vehicle and vessel signs. On road vehicles, aircraft, and water craft: license plates, license plate frames, registration insignia, noncommercial messages, messages relating to the business or service of which the vehicle or vessel is an instrument or tool (not including general advertising) and messages relating to the proposed sale, lease or exchange of the vehicle or vessel;

o. Vending machines;

p. Shopping carts, golf carts, go carts, etc.;

q. Window displays consisting only of merchandise which is available for immediate purchase on the premises;

r. Interior signs.

Signable area, wall sign: A two-dimensional area that describes the largest square, rectangle, or parallelogram which is free of architectural details on the façade of a building or part of a building in which a use is located.

Shopping center: A group of retail stores and/or establishments served by common parking facilities which are either:

(a) Linked by a common plan/design between buildings; or

(b) Contained within a single building; regardless of common or separate ownership of parcels, buildings, or floorspace.

Temporary sign: A sign that is not permanently affixed or displayed. All devices such as banners, pennants, twirling or sandwich type signs, sidewalk or curb signs and balloons or other air-or gas-filled figures shall be considered temporary signs.

Use: Human activity conducted on land. For purposes of this article, unless the context otherwise requires, each parcel or building shall be considered as one use which shall include all activities located within that parcel or building.

Wall sign: A sign painted on or attached to a wall of a building and in the same plane as the wall. Also includes a roof sign on a roof that is at an angle to a plane which is perpendicular to the building wall of not less than eighty (80) degrees and no more than one hundred (100) degrees.

(Ord. No. 2005-59, § I, 10-13-05; Ord. No. 2014-022, 4-24-2014)

Section 8-4. - Permits, sign-related decisions and appeals:

a. *Permit required.* Unless otherwise provided in this article, no person shall install, erect, display, alter, move, or replace any non-exempt sign without first obtaining a sign permit issued by the city in accordance with this article. Except along highways and the interstate system or federal aid primary system, no permit is required for the routine maintenance or installation of temporary signs nine (9) square feet or smaller.

b. *Notices:* Written notices required within this article shall be deemed given on the earliest of the following: when actually delivered, one day after deposit with an overnight delivery service or three (3) days after mailing (first class postage). Notices are deemed effective when sent to the last known address of the addressee.

c. *Application process.* Any person seeking a permit for a sign, for which a permit is required under this article, shall submit to the director a written application for such sign permit or other sign-related decision. The director shall prepare a sign permit application form and provide it to any person on request. The same form may be used for both the application and the decision thereon. A single form may be used for multiple signs on the same site. A sign permit application is complete only when it is accompanied by the appropriate application fee, in an amount set by resolution of the city council. The form may call for the following information:

    1) Name, address and telephone number of the applicant and, if applicable, the name, address, and telephone number and license number, if any, of the sign contractor;

    2) Address and zoning district of the property where the sign is proposed to be displayed;

    3) Accurate and scaled site plan showing the location of property lines, buildings, parking areas, driveways, landscaped areas, utility poles and wires, and existing and proposed signs on the site;

    4) Accurate and scaled building elevation showing existing and proposed building signs (exempt signs need not be shown);

5) Accurate and scaled plans, details and samples showing the location, dimensions, materials and illumination of each proposed sign;

6) Existing and proposed sign area of each individual sign and the combined area of all signs (including those already existing or previously permitted) in relation to the maximum allowed sign area. Existing signage to be removed as part of the new sign installation shall be clearly designated as such;

7) Proof of the landowner's consent to the proposed sign;

8) The landowner's written consent to the proposed sign, which may be shown by signature on the application;

9) A statement as to whether the sign is intended to be used for commercial messages and, if so, whether the message(s) will qualify as "onsite" or offsite" or both, under the definitions of this article;

10) A statement or graphical description as to whether the sign, or any part of it, is to be used for changeable or changing copy;

11) A statement or graphical description as to whether the proposed sign, or any part of it, is proposed to utilize any of the following physical methods of message presentation: sound or odor; smoke or fumes or steam; rotating or moving elements; activation by wind or forced air; neon or other fluorescing gases; flashing or strobe lighting; liquid crystal displays or other video-like methods; use of live animals or living persons as part of the display;

12) A statement as to whether the property or parcel on which the sign is proposed to be erected or displayed, or any currently existing sign thereon, is the subject of any outstanding notice of zoning violation or notice to correct;

13) Photographs of the existing property, parcel and/or building on which the sign is proposed to be erected or displayed;

14) If the sign is to be illuminated, an electrical and lighting plan;

15) In the applicant's option, the graphical design of the proposed sign may be shown; however, this is not required and the city shall not consider this information as part of the decision process.

d. *Incomplete applications.* If the director finds that any application for a sign permit is incomplete, the applicant shall be so notified not more than thirty (30) calendar days after the application is received. The notice shall detail all known points of incompleteness. The applicant may resubmit the application in complete form without paying the application fee again, one time, within thirty (30) calendar days of when the notice of incompleteness is given. If the director fails to provide notice of incompleteness within thirty (30) calendar days, then the application shall be deemed complete as of the last day on which notice of incompleteness could have been timely given.

e.

An applicant for a permit to repair or erect a sign, other than a sign of less than thirty-two (32) square feet in area, shall also submit specifications for the construction of the sign and for its illumination and mechanical movement (if any) and, where required by the Standard Building Code, engineering documents signed and sealed by a registered design professional. In instances in which a signature by a registered design professional is required then a registered South Carolina architect or engineer shall inspect the sign on an ongoing basis during the various stages of work so as to assure that the work is proceeding in accordance with the standards and the proposal on the application and, upon completion of the work, such architect or engineer shall conduct a final inspection and specially certify that, based upon his or her inspections, the sign has in fact been constructed in accordance with such application. It shall be the responsibility of the applicant to see that such certification is made and to file the original of said certification with the city building department within thirty (30) days after the completion of all work under the permit and, in all cases, within seven (7) months from the date of issuance of the permit.

f. *Validity of permit.* The issuance or granting of a sign permit shall not be construed to be a permit for, or an approval of, any violation of any of the provisions of this article or of any other provision of this Code. Permits appearing to give authority to violate or cancel the provisions of this article or other provisions of this Code shall not be valid.

g. *Permits issued in error.* The issuance of a sign permit based on plans, specifications and other data shall not prevent the director from thereafter requiring the correction of errors in said plans, specifications and other data, or from preventing building operations being carried on thereunder when in violation of this article or of any other provision of this Code.

h. *Suspension or revocation of permit.* The director may, in writing, suspend or revoke a sign permit issued under the provisions of this article whenever the sign permit is issued in error or on the basis of incorrect information supplied, or in violation of any ordinance or regulation or any of the provisions of this article. Contested revocations under this section shall be heard and appealed in the same manner as any other sign-related decision.

i. *Review and appeal.* All matters of enforcement, interpretation and application of this article, including decisions on sign permits and all other all sign-related decisions, shall be made initially by the director as an administrative matter, with no public hearing required. The director's decision may be appealed to the BOZA and then further as provided by law. (See North Charleston Zoning Code Section 7-7.1, et seq. and S.C. Code Ann. 6-29-780 et seq. as the same may be amended or recodified from time to time.) In addition to the provisions of Section 7-7.1 of the Zoning Ordinances of the City of North Charleston, the following specific rules and procedures shall apply with respect to sign-related appeals:

    1) *Rules of decision.* The director shall approve all sign permit applications which fully comply with the requirements of this article and all other applicable laws, rules, regulations and requirements. For any sign permit application which does not comply with this article and all other applicable laws, the director shall deny the application and give notice of such decision

detailing the reasons for denial to the applicant not more than thirty (30) calendar days after the application is found or deemed complete. If such notice is not timely given, and the applicant does not waive time, then the application shall be deemed denied and the applicant shall be entitled to appeal the decision without paying the appeal fee.

2) *Perfecting appeal.* An appeal of a sign-related decision, including but not limited to a decision on a permit application, is effective when written notice thereof is delivered by an aggrieved party to the director and to the city clerk within the required time, on a form prescribed by the director, accompanied by any applicable appeal fee. The fee shall be in the amount set by resolution of the city council. The notice of appeal shall be signed by the aggrieved party, identifying the matter or decision appealed from and stating the grounds of appeal. All notices of appeal on all sign-related decisions must be filed with the city clerk within thirty (30) calendar days of when the appeal right arises.

3) *When appeal right arises.* Unless timeliness of decision is waived by the applicant or appellant, the right to appeal a sign-related decision arises at the earliest of: when written notice of the director's decision is effective under the "notice" provision; when personally delivered or mailed to the applicant; or the expiration of the time in which the director or BOZA is required to make a decision. Appeals to the circuit court shall be filed within the time limits and in the manner prescribed within S.C. Code Ann. 6-29-820 as the same may be amended or recodified from time to time.

4) *Timeliness of decision; waiver of time.* Unless otherwise provided, at each stage of review, all sign-related decisions shall be made within forty-five (45) calendar days. This time period begins at the earliest of when the permit application is complete, when a written request for interpretation has been received, or when the appeal has been timely and properly filed, as applicable. When any such decision is not made within the required time, and the applicant or appellant does not waive time, then the application or appeal shall be deemed denied and the applicant or appellant shall have the immediate right to appeal to the next level of review. The timeliness requirement may be waived by the applicant or appellant at any stage of the process.

5) *Maintenance of status quo.* While any sign-related decision is pending, the status quo shall be maintained until the review or appeal has run its full course, unless the subject sign is in such physical condition that it presents a serious and immediate threat to the public health and safety, in which case it may be summarily abated as a public nuisance, pursuant to applicable law.

6) *Hearing and decision on appeal.* When any sign-related decision is timely appealed to the BOZA that body shall hold a duly noticed hearing on the matter, hear arguments and take evidence and decide the matter within the required time period, unless the applicant or appellant waives time. The decision shall be in writing and shall state facts from the record which support any

findings made. The proceedings of the BOZA shall be conducted in accordance with City Code Sections 7-7.1 et seq. (unless otherwise modified within this section) and S.C. Code Ann. 6-29-780 et seq. as the same may be amended or recodified from time to time.

j. *Judicial review.* Following exhaustion of all available appellate procedures within the city, any applicant or appellant may seek judicial review of the city's final decision on any permit application or any other sign-related decision. Circuit court appeals shall be prosecuted under the rules set forth in Section 7-7.1 et seq. (unless otherwise modified within this section) and S.C. Code Ann. 6-29-780 et seq. as the same may be amended or recodified from time to time. Expedited circuit court review and decision shall be provided as specified in Section 6-29-840. This provision does not limit an appellant or applicant's ability to seek judicial review by other means.

(Ord. No. 2005-59, § I, 10-13-05; Ord. No. 2007-55, 8-23-07; Ord. No. 2014-022, 4-24-2014)

Section 8-5. - General sign provisions:

The following regulations shall apply to all signs within the City of North Charleston.

a. All signs not meeting the standards set forth in this ordinance [article], the city's duly adopted building code, and the city's duly adopted electrical code are prohibited unless specifically permitted by this ordinance [article].

b. Setback required: Any structure which supports a sign, including decorative cover, may not be located within five (5) feet of the front property line, except that at intersecting streets such structures must be set back ten (10) feet from the property line. Unless otherwise specified elsewhere in this ordinance, the sign face may project out to within eighteen (18) inches of the property line, and a clear space of not less than nine (9) feet shall be provided below all parts of the projecting sign face.

c. In addition to the regulations contained in this article, signs must also comply with encroachment rules where applicable.

d. Interplay with other city sign regulations. Should the provisions set forth herein in this article "sign regulations" differ from sign regulations set forth elsewhere within the ordinances of the City of North Charleston, it is the intent of council that the more strict of the standards be applied unless a contrary intention is expressly stated within such conflicting ordinance.

e. Sign face area—Measurement.

1) The area of a sign enclosed in frames or cabinets is determined by measuring the outer dimensions of the frame or cabinet surrounding the sign face (Illustration 1). Sign area does not include foundations or supports. Only one side of a double-faced, freestanding sign is counted.

2) For signs on a base material and attached without a frame, such as a wood board or plexiglass panel, the dimensions of the base material are to be used in the measurement

unless it is clear that part of the base contains no sign related display or decoration.

3) For signs constructed of individual pieces or letters attached to (or painted on) a building wall or window, sign area is determined by a perimeter drawn around all the pieces (Illustration 2).
4) For sign structures and wall signs containing multiple modules, the sign face shall be calculated by reference to the area of the rectangle, which, if drawn, would fully encompass all sign modules. (See Exhibit [Illustration] 3). For sign structures containing modules oriented to face in a different directions, the area shall be the sum of the areas (as calculated herein above) for each orientation (See Exhibit [Illustration] 3.1). Only one side of a double-faced sign shall be counted for each orientation. Modules shall be treated as provided within this subsection without regard to whether or not the modules are of the same type (i.e. modules shall be combined for calculation even if one module is a window sign and the other is a wall sign).
5) The surface area of spherical signs shall be calculated by the formula 4;pi;r ^{2} . The surface area for non-spherical three-dimensional signs shall be computed by appropriate mathematical formula to reflect the total surface area of the sign. For purposes of this sub-section, signs which are otherwise two-dimensional except for a minimal width necessary for manufacture or for the purposes of internal illumination shall not be considered 3-D signs so long as no advertising message appears on more than two (2) faces.
6) For signs incorporated into awnings, the entire panel containing the sign is counted as the sign face unless it is clear that part of the panel contains no sign related displays or decoration.

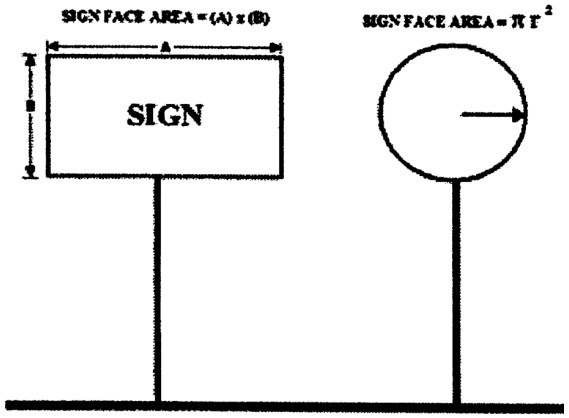


Illustration 1

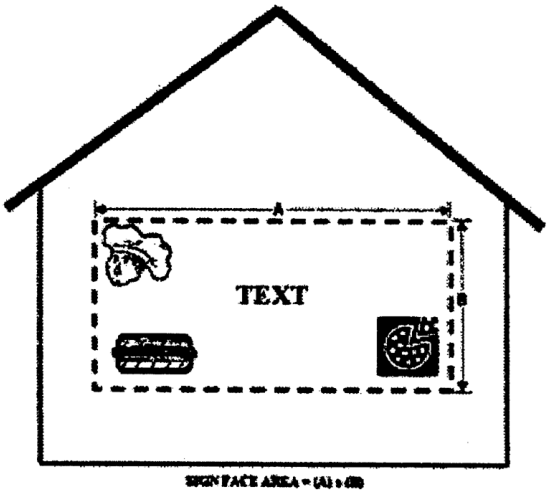


Illustration 2

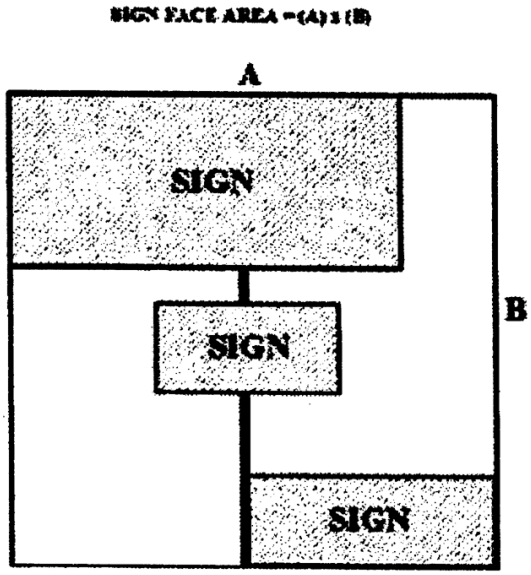


Illustration 3

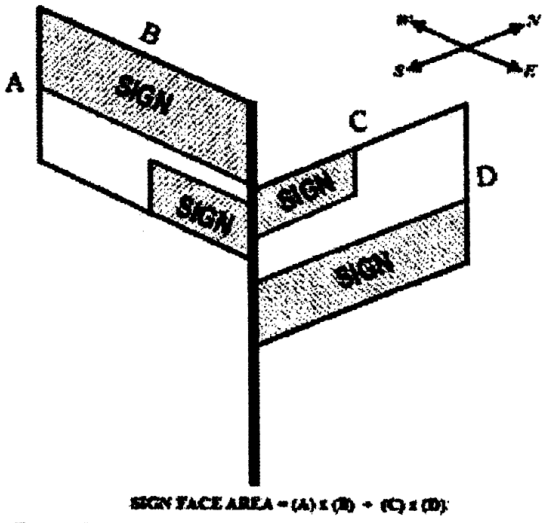


Illustration 3.1

7) For new/additional signage installed on sites that feature existing signage of the same type (i.e. free standing, wall, etc.) the applicant may designate within the permit application certain existing signage to be removed. In such instances the area of the existing signage designated for removal shall not be added to that of the proposed signage for purposes of calculating allowable sign area so long as all signage designated for removal is removed from the site prior to the actual on-site installation of any new/additional signage.

f. Sign height is measured from the topmost portion of the sign structure to the average grade within five (5) feet in all directions of the point directly beneath the highest point.

g. For purposes of sign area calculations and measurements, calculations shall be made with the entirety of a buildings orientation (i.e., south face, northwest face, etc.) being considered a single "wall" without regard to the existence of any offsets or bump outs.

(Ord. No. 2005-59, § I, 10-13-05; Ord. No. 2014-022, 4-24-2014; Ord. No. 2019-11, 2-28-2019)

Section 8-6. - Prohibited signs:

The following signs are prohibited in all zoning districts unless otherwise indicated in this section:

a. *Flashing signs and signs involving motion:* Flashing signs and/or signs involving rotation, animation or other forms of movement or moving illumination, excluding image changing signs when set in a non-flashing and non-animated mode, shall not be permitted.

b. *Confusing signs:* Signs which by color, location, or design resemble or conflict with traffic-control signs or signals or other indicators of safety warnings.

c. *Abandoned signs:* Sign owners shall have forty-five (45) days after a sign becomes abandoned in which to take remedial action by replacing the abandoned sign message with a current message; or

(a) In the case of a sign that otherwise conforms with all zoning requirements, cover the sign face with blank opaque material; or

(b) In the case of a sign that does not otherwise conform with all zoning requirements, remove the sign structure in its entirety. Failure to take remedial action (as required above) within forty-five (45) days from the date of the abandonment shall be punishable by a fine of up to five hundred dollars ($500.00) (exclusive of court costs) or thirty (30) days imprisonment, with each such day after expiration of the forty-five (45) day period being punishable as a separate offense.

d. Dilapidated signs: Any sign which is insecure or otherwise structurally unsound, has defective parts in the support, guys and/or anchors or which is unable to withstand wind loads of one hundred thirty (130) miles per hour in the opinion of the building official based on applicable safety codes.

e.

Billboards, other than relocation agreements which authorize an existing billboard to be removed in exchange for another billboard to be constructed within one of the billboard plazas identified herein.

(Ord. No. 2005-59, § I, 10-13-05)

Section 8-7. - Reserved.

Section 8-8. - Fallzones for freestanding signs:

General. This section states the rules for required fallzones of signs.

a. No engineer's certification. Absent documentation of an engineer's certified structural failure analysis, any freestanding sign structure in excess of ten (10) feet in height shall be set back a minimum distance of ten (10) feet from all property lines of the parcel on which it is situated which are adjacent to a public right-of-way, and shall also be set back a minimum distance equal to its height from any structure and from all property lines of any parcel of land, including the parcel upon which it is situated.

b. Engineer's certification. Upon presentation of an engineer's certified structural failure analysis, any freestanding sign structure in excess of ten (10) feet in height shall be set back a minimum distance from the public right-of-way, all property lines, and all structures equal to the greater of:

(1) The width of the sign face; or

(2) The maximum expected debris field radius as certified by a registered engineer based on a structural failure analysis conducted using assumptions of a wind speed of one hundred thirty (130) miles per hour and using applicable local seismic standards.

c. Engineer's exemption. With regard only to alterations of legal-nonconforming signs that are not presently in compliance with applicable fall zone requirements, an applicant may present, in lieu of an engineer's certified structural failure analysis, a certification from an engineer that the proposed alteration would result in the structure being subjected to lower loads and be less likely to fail than as presently configured.

d. Provisions 8-8(a) and (b) shall also act to prohibit construction of any structure or graphic, or subdivision of any property which would cause a freestanding sign structure permitted and erected after March 8, 1990, to become a nonconforming sign.

(Ord. No. 2005-59, § I, 10-13-05; Ord. No. 2014-022, 4-24-2014)

Section 8-9. - Regulations applied to specified types of signs:

a. *Temporary signs:* In non-residential zones and on non-residential uses, temporary signs displaying commercial messages shall be placed not less than fifty (50) feet apart. Temporary signs shall not be displayed more than thirty (30) days (in the aggregate) in a single calendar year. Total temporary

sign area may not exceed thirty-two (32) square feet. Temporary signs with an area in excess of nine (9) square feet may not be established without first notifying the zoning administrator in writing.

b. *Billboard relocation.* New billboards may be constructed in any of the billboard plaza areas only pursuant to a relocation agreement with the city, by which at least one pre-existing billboard is permanently removed in exchange for a permit to construct a new billboard within a billboard plaza area. Billboard plazas shall consist of all frontage of freeways and arterials within the City of North Charleston other than those excepted by item 2) below.

1) Upon adoption of an urban thoroughfare plan by the City of North Charleston, the designations of freeways and arterials contained in said plan will control. Until such time, the following shall be designated as freeways and arterials: I-26, Rivers Avenue, Dorchester Road, Ashley Phosphate Road, The Mark Clark Expressway, the proposed East-West Connector running from I-26 to Dorchester Road between Ashley Phosphate Road, Highway 78, and Ladson Road, the proposed North-South Connector running between Ashley Phosphate Road and Ladson Road between I-26 and Dorchester Road.

2) The frontage on the following freeways and arterials shall not be billboard plazas: The Mark Clark Expressway; the proposed East-West Connector running from I-26 to Dorchester Road between Ashley Phosphate Road, Highway 78, and Ladson Road, the proposed North-South Connector running between Ashley Phosphate Road and Ladson Road between I-26 and Dorchester Road.

3) Billboard relocation shall not be located outside of an approved billboard plaza.

4) Billboards shall not be located in a neighborhood which is primarily residential in character. In determining the primary character of the neighborhood, street frontage of activities on the street or highway from which the sign is to be viewed, which frontage is located within five hundred (500) feet of the proposed graphic as measured along the centerline of the street or highway, including frontage on both sides of the street or highway, shall be considered. If the frontage described above is fifty (50) per cent or more residential in character, the neighborhood shall be considered to be primarily residential in character.

5) No billboard shall be relocated any closer than one thousand (1,000) feet from any existing billboard located on either side of the street, highway, or expressway as measured along the centerline of the street, highway, or expressway from which the billboard is viewed.

6) No relocated billboard shall have an area of greater than six hundred seventy-two (672) square feet, nor shall its facing be over forty-eight (48) feet in height or longer than sixty (60) feet.

7) No relocated billboard shall be located within ten (10) feet of any aboveground utility line or any property line.

8) No relocated billboard may be erected on a parcel unless such parcel is zoned B-2, M-1, or M-2.

9) No relocated billboard may feature more than two (2) simultaneously visible sign areas per facing.

10) Within ninety (90) days after the effective date of this ordinance [article], all persons owning or operating an off-site sign in excess of thirty-one (31) square feet in area shall provide to the zoning administrator an inventory of all such previously established off-site signs located within the City of North Charleston owned or controlled by them. Such inventory shall include the address of the sign, a site location map, a description of the sign's dimensions and a photograph of the sign. Such inventory is herein referred to as the "replacement inventory." The replacement inventory shall include those off-site signs existing on the effective date of this ordinance [article] and signs which have not yet been erected but for which permits have been issued as of the effective date of this ordinance [article]. Any signs which are not included in the replacement inventory submitted within the ninety (90) day period provided herein shall not be later added except in the case of annexation in which case the replacement inventory shall be amended by the addition of any off-site sign located, existing and permitted on the date of annexation of territory that is annexed to the City of North Charleston after the effective date of this ordinance [article].

    The zoning administrator shall, after review of tendered replacement inventory lists, assign an identification number to each off-site sign within the city and inform the owner/operator of each sign of the number assigned to it. The owner/operator of each sign shall have ninety (90) days from the date of receipt of assigned number from the zoning administrator post the number on the sign structure. Such number shall be displayed on the sign face or its supporting structure so that the number is clearly visible from a public right-of-way.

11) The sign face area of a replacement sign or enlargement of an existing sign face shall not exceed one hundred (100) per cent of the sign face area of the replaced sign or signs. By way of example, to erect a new sign having three hundred (300) square feet of face area, the replaced sign or signs would be required to have at least three hundred (300) square feet in face area. The number of replacement sign faces shall not exceed the number of sign faces being replaced.

12) No increase in the area of an existing sign face or construction of a replacement sign shall be permitted unless accompanied by the prior removal of a previously existing sign structure.

13) Applicants for a permit to erect or enlarge a sign shall, on the face of the application, specify the assigned number of the sign structure being removed in conjunction with the proposed new construction activity. Structures proposed for removal shall be either owned/operated by the company seeking the replacement permit or, if such sign is owned/operated by a third party the applicant shall affix to the permit application sufficient documentation to establish that the third-party has irrevocably consented to the proposed removal.

14) No replacement sign construction, or enlargement of sign face area, shall be commenced prior to the removal of the sign structure specified for demolition in the application. Replacement sign construction or enlargement of sign face shall be commenced within two (2) years of the date of

demolition of the previously existing sign. Replacement rights are transferable during this two (2) year period provided that documentation of the transfer transaction is provided to the zoning administrator within thirty (30) days of such transaction.

(Ord. No. 2005-59, § I, 10-13-05)

Section 8-10. - Signs permitted in residential districts:

a. In single family residential districts, and on detached single family residences, regardless of zone:
    1) *Display area:* Each residence may display a maximum of eight (8) square feet of sign message area, which may be on any combination of the following subjects: noncommercial messages, home occupation signs (not exceeding two (2) square feet), real estate signs, garage sale signs. General advertising and offsite commercial messages are prohibited. Signs used to identify the address and/or residents, as well as flags, do not count toward the eight (8) square foot maximum.
    2) *Physical type:* Yard signs, signs mounted on fences or doors, wall signs, window signs.
b. In multi-family residential districts, and on multi-family residential uses regardless of zone:
    1) *Display area:* Each residence may display a maximum of eight (8) square feet of sign message area, which may be on any combination of the following subjects: noncommercial messages, home occupation signs (not exceeding two (2) square feet), real estate signs, garage sale signs. General advertising and offsite commercial messages are prohibited. Signs used to identify the address and/or residents, as well as flags, do not count toward the eight (8) square foot maximum.
    2) *Physical type:* Signs mounted on fences or doors, wall signs, window signs.
    3) *Master sign:* For multi-family dwellings, mobile home parks, townhouses, condominiums, and all other non-business uses permitted within R-1, R-1A, R-2, and R-3 areas a single on-site illuminated or non-illuminated freestanding or attached wall sign of not more than thirty-two (32) square feet in area shall be permitted for each entrance from a public right-of-way provided the sign is set back no less than five (5) feet from any street or right-of-way. Such signs shall be in addition to those allowed under Sections 8-8(b)(1).
c. House numbers: In addition to the number of signs permitted elsewhere within section 8-8, all dwelling units are required to display house numbers attached, with lettering at least three (3) inches high, mounted in such a manner as to be easily visible from the nearest street.

(Ord. No. 2005-59, § I, 10-13-05)

Section 8-11. - Signs permitted in commercial districts and industrial districts:

Only the following types of signs are permitted in ON, B-1, B-2, CRD, M-1, and M-2 zoning districts, and subject to the following stated conditions and provisions:

a. *On-site signs:* Each parcel is allowed a maximum of one freestanding sign or gateway style entrance sign pair per road frontage in the ON, B-1, B-2, CRD, M-1, and M-2 zoning districts and such sign(s) shall conform to the following:

1) Freestanding signs located within a one thousand (1,000) foot radius of the centerpoint of an interstate highway interchange must comply with the following requirements:

a) The top of the face of the sign may not exceed seventy (70) feet in height.

b) The area of the sign face may not exceed two hundred (200) square feet.

2) Freestanding signs not meeting the locational criteria set forth in subsection a. 1) above, but which are located on property which either abuts an interstate right-of-way or the right-of-way of a frontage road dedicated to an interstate highway must comply with the following requirements:

a) The top of the face of the sign may not exceed fifty (50) feet in height.

b) The area of the sign face may not exceed two hundred (200) square feet.

3) Freestanding signs located in all areas other than as described in subsections a. 1) and a. 2) above must comply with the following requirements:

a) The top of the face of the signs may not exceed twenty-five (25) feet in height in ON, B-1, B-2, M-1 and M-2 zoning districts, and may not exceed ten (10) feet in height in the CRD zoning district.

b) The area of the sign face may not exceed two hundred (200) square feet in districts other than CRD.

c) Freestanding signs located within a CRD zone may only be of the monument or pedestal style and may not exceed fifty (50) square feet in area.

4) For purposes of this section, a shopping center or joint occupancy business development shall be considered to be as one location and shall be entitled to only one freestanding on-site sign per road frontage without regard to the number of separate establishments, parcels, or out parcels contained within it. Accordingly, freestanding on-site sign faces for individual uses within such a development shall be required to locate signage on the shopping center/development's common freestanding on-site sign.

5) "Gateway style sign pairs" must conform with all limitations contained within the Zoning Ordinances of the City of North Charleston and in no event shall feature a combined area of more than three hundred fifty (350) square feet.

b. *Portable signs:* Portable signs shall be permitted in B-1, B-2, M-1 and M-2 zoning districts, provided they are anchored, grounded, and are wired in accordance with the city's duly adopted building and electrical codes and further provided that they must meet the all other applicable

requirements. A portable sign shall be considered to constitute a freestanding sign for purposes of determining the number of additional on or off-site signs that may be constructed on a given site.

c. *Interim signs:* Interim signage may be displayed for a maximum of sixty (60) days. Such signage must be removed at the earlier of (i) sixty (60) days after initial legal opening of the business to the public, (ii) sixty (60) days after the issuance of a new business license, or (iii) the date of installation of permanent signage on the site.

d. *Designation signs:* Designation signs shall be permitted in the B-1, B-2, CRD, M-1, and M-2 zoning districts. Such signs shall be erected in conformance with the following:

1) An office building, multi-use development, institutional or governmental use or retail center may display one designation sign adjacent to each curb cut onto a street, highway or freeway on which it has frontage. Designation signs shall not be used as ground signs.

2) The face of the designation sign may not exceed six (6) feet in height.

3) The area of the designation sign face may not exceed thirty (30) square feet.

e. *Wall signs and projecting signs:* Wall and projecting signs shall be permitted in the B-1, B-2, CRD, M-1 and M-2 zoning districts. Such signs shall be erected in conformance with the following:

1) Any use may display wall signs on walls adjacent to each street, highway, expressway or off-street parking area on which it has frontage.

2) The aggregate area of the wall signs plus the aggregate area of the window signs displayed on any given facade of a building may not exceed fifteen (15) per cent of the area of that facade.

3) Wall signs may be painted on or attached to or pinned away from the wall but must not project from the wall by more than twelve (12) inches and must not interrupt architectural details.

4) All wall signs must comply with the following height limitations:

a) A wall sign displayed by a use on the first story may not extend above the window sill of the second story.

b) A wall sign displayed by a use above the first story may be no higher than the window sill of the third story.

c) If a building exceeds sixty-five (65) feet in height as measured to the eaves, one on-site wall sign may be placed below the eaves on each facade of the building, but no lower than fifteen (15) per cent of the height of the building below the eaves.

5) Projecting signs:

a) Any use other than residential activities may display one projecting sign adjacent to each street, highway, freeway, or off-street parking area on which it has frontage.

b) Projecting signs may not exceed sixty-five (65) square feet in area.

c)

A use may display both ground and projecting signs if no more than one of these signs is more than twelve (12) square feet in area.

d) Projecting signs must clear public sidewalks by at least nine (9) feet and may project no more than four (4) feet from a building or one-third (1/3) the width of the sidewalk, if any, whichever is less. Projecting signs over public rights-of-way must obtain an encroachment permit from the director of public works and are subject to any conditions contained in said permit.

e) Projecting signs must be pinned away from the wall at least six (6) inches and must project from the wall at an angle of ninety (90) degrees.

f) Projecting signs may not extend vertically above the windowsill of a second story.

(Ord. No. 2005-59, § I, 10-13-05; Ord. No. 2007-60, 8-23-07; Ord. No. 2014-022, 4-24-2014)

Section 8-12. - Sign illumination:

Sign lighting shall be of low intensity with effective provisions made to minimize spillover of light beyond the actual sign face. Examples of permissible illumination methods would include, but not be limited to, the use of appropriate cut-off style light fixtures, the use of down-light fixtures adjusted so as to avoid light spillover and interference with the vision of motorists, and the use of muted internal illumination. Prohibited forms of light spillover include, but are not limited to, spillover into adjoining properties, roadways and airspace. Lighting must not interfere with the vision of oncoming motorists. Submittal of a lighting plan is required as a part of the permit review process.

(Ord. No. 2005-59, § I, 10-13-05)

Section 8-13. - Amortization of non-conforming uses:

a. Legally established non-conforming uses under the sign regulations for signs of the types specifically identified below shall not be afforded perpetual "legal non-conforming use" status pursuant to Section 4-5 of the Zoning Ordinances of North Charleston or the common law.

b. Signs subject to amortization: None.

c. All challenges and appeals to the amortization schedules set forth herein, the application of this amortization scheme to a particular sign, or to this ordinance [article] in general must be filed in writing with the city within ninety (90) days of the passage of this ordinance [article].

d. Regarding legally established non-conforming signs of types not expressly listed within section 8-13(b), nonconforming signs that remain in use may continue as a legal non-conforming ("grandfathered") use. Should such sign become abandoned, the rules regarding abandoned signs shall control.

e.

Signs which violated existing rules and regulations at the time of construction, erection or mounting, are illegal from the beginning and cannot be legalized by the passage of time. All such signs must be legalized by a permit which requires conformance to current law. Signs which are not so legalized are subject to orders for immediate removal.

f. Repair of damaged signs:

1) *Sign types listed in section 8-13(b):* During the amortization period, no non-conforming sign shall be enlarged either with respect to sign face area or supporting structure. During the amortization period, however, non-conforming signs may be otherwise altered, maintained, or repaired (consistent with all other requirements of the Zoning Ordinances of the City of North Charleston) so long as the cost of such alterations, maintenance, or repairs does not exceed sixty (60) per cent of the value of the sign prior to any improvement being performed. Should the cost of any single alteration, repair, or maintenance procedure required during such period exceed sixty (60) per cent of the value of the sign prior to the improvement, repair, or maintenance being performed, then the sign shall be removed.

2) *Sign types not listed in section 8-13(b):* Regarding signs of types not expressly listed within section 8-13(b), nonconforming signs damaged by fire or other causes may be reconstructed; however, if the cost to reconstruct the sign to its condition prior to the damage exceeds sixty (60) per cent of the cost to totally construct such a sign, the sign must meet all the provisions of this ordinance [article].

g. Abandoned signs: In the absence of remedial action, abandoned signs that do not otherwise conform with all zoning requirements shall be removed within forty-five (45) days of abandonment.

(Ord. No. 2005-59, § I, 10-13-05)

Section 8-14. - Separability:

If any section, subsection, sentence, clause, phrase or portion of this ordinance [article] is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

(Ord. No. 2005-59, § I, 10-13-05)

ARTICLE IX. - WIRELESS TELECOMMUNICATIONS SERVICES

Section 9-1. - Purpose:

This Ordinance is designed and intended to balance the interests of the residents of the City of North Charleston, telecommunications providers, and telecommunications customers in the siting of telecommunications facilities within the City of North Charleston so as to protect the health, safety and

integrity of residential neighborhoods and foster, through appropriate zoning and land use controls, a competitive environment for telecommunications carriers that does not unreasonably discriminate among providers of functionally equivalent personal wireless services and shall not prohibit or have the effect of prohibiting the provision of personal wireless services, and so as to promote the City of North Charleston as a proactive city in the availability of personal wireless telecommunications service. To that end, this Ordinance shall:

(a) Provide for the appropriate location and development of telecommunications facilities in the City of North Charleston;

(b) Protect the City of North Charleston's built and natural environment by promoting compatible design standards for telecommunications facilities;

(c) Minimize adverse visual impacts of telecommunications facilities through careful design, siting, landscape screening and innovative camouflaging techniques;

(d) Avoid potential damage to adjacent properties from tower or antennae failure through engineering and careful siting of telecommunications tower structures and antennae;

(e) Maximize use of any new and existing telecommunications towers so as to minimize the need to construct new towers and minimize the total number of towers throughout the city;

(f) Encourage use of multi-user telecommunication tower structures as a primary option rather than construction of additional single-use towers; and

(g) Encourage and promote the location of new telecommunications facilities in areas which are not zoned for residential use.

(Ord. No. 1998-52, 5-28-98)

Section 9-2. - Definitions:

As used in this ordinance, the following terms shall have the meanings indicated:

(a) *Antenna* means any exterior apparatus designed for the sending and/or receiving of electromagnetic waves for telephonic, radio, television, or personal wireless services. For the purposes of this ordinance the term "antenna" does not include any tower and antenna under one hundred (100) feet in total height which is owned and operated by an amateur radio operator licensed by the federal communications commission, any device designed for over-the-air reception of radio and television broadcast signals, multichannel multipoint distribution service or direct broadcast satellite service (or any cable television headend or hub towers and antennae used solely for cable television services) .

(b) *Director* means the zoning administrator of the City of North Charleston or his/her designee.

(c) *Governing body* means the city council for the City of North Charleston.

(d)

Micro telecommunications facilities are those which are located on existing buildings, poles or other existing support structures where antennae do not project more than ten feet (10') above the top of the structure and there are no more than six (6) antennae per site.

(e) *Macro telecommunications facilities* are those which are located on existing buildings, poles or other existing support structures and which project more than ten feet (10') above the top of the structure but no more than twenty feet (20') above the roof line, parapet or top of the structure and there are no more than six (6) facility operators per site.

(f) *Monopole tower* means a telecommunications tower consisting of a single pole, constructed without guy wires or ground anchors.

(g) *Telecommunications facilities* refers to antennae and towers, either individually or together.

(h) *Tower* means a structure, such as lattice tower, guy tower, or monopole tower, constructed as a free-standing structure or in association with a building, other permanent structure or equipment, on which is located one or more antennae intended for transmitting or receiving analog, digital, microwave, cellular, telephone, personal wireless service or similar forms of electronic communication. The term includes microwave towers, common carrier towers, and cellular telephone towers.

(Ord. No. 1998-52, 5-28-98)

Section 9-3. - Exclusions:

The following shall be exempt from this ordinance.

(a) Any tower and antenna under one hundred (100) feet in total height which is owned and operated by an amateur radio operator licensed by the federal communications commission; or

(b) Any device designed for over-the-air reception of television broadcast signals, multi-channel multi-point distribution service or direct broadcast satellite service; or

(c) Any telecommunications facilities located on property owned, leased or otherwise controlled by the City of North Charleston provided a license or lease authorizing the telecommunications facility has been approved by the governing body; or

(d) Any cable television headend or hub towers and antennae used solely for cable television services.

(Ord. No. 1998-52, 5-28-98)

Section 9-4. - Placement of telecommunications facilities by zoning district:

(a) In Light Industrial (M-1) and Heavy Industrial (M-2) zoning districts micro and macro telecommunications facilities shall be allowed as a use by right. Telecommunications towers are permitted as a use of right up to a height of two hundred forty (240) feet following design review by the director and approval of a building permit.

(b)

In B-1, CRD and B-2 zoning districts micro and macro telecommunications facilities shall be allowed as a use by right following design review by the director and approval of a building permit. Telecommunications towers are permitted as a uses of right up to a height of one hundred sixty (160) feet following design review by the director and approval of a building permit.

(c) In Multi-family Residential (R-2), Mobile Residential (R3) and, Office Neighborhood (ON) zoning districts micro and macro telecommunications facilities shall be allowed as a use by right following design review by the director and approval of a building permit. Monopole towers up to a height of one hundred twenty-five (125) feet are permitted as a use of right following design review by and receipt of a building permit from the director.

(d) In Single-Family Residential (R-1), and Planned Development District (PDD) zoning districts, micro telecommunications facilities shall be allowed as a use as of [as a use of] right on nonresidential structures following design review by the director and approval of a building permit. Macro telecommunications facilities shall be allowed as a special use on nonresidential structures following design review by and receipt of a building permit from the director.

(e) Telecommunications facilities outside the guidelines listed above may only be built after approval of a variance in accordance with section 7-2 of the Zoning Regulations of the City of North Charleston as well as receipt of a building permit.

(Ord. No. 1998-52, 5-28-98; Ord. No. 1999-13, 2-25-99; Ord. No. 2021-009, Exh. A, 2-25-2021)

Section 9-5. - Preferred and disfavored location sites:

(a) *Preferred location sites.*

(1) *Co-location sites:* Any existing telecommunications towers currently being used for transmitting or receiving analog, digital, microwave, cellular, telephone, personal wireless service or similar forms of electronic communication shall be a preferred location site regardless of the underlying zoning designation of the site, provided, however, that locations which meet this criteria shall be subject to the design and siting components of this ordinance and co-location sites shall not become an "antenna farm" or otherwise be deemed by the director or the governing authority to be visually obtrusive.

(2) *Publicly-used structures:* Publicly-used structures are preferred locations throughout the city because they appear in virtually all neighborhoods, are dispersed throughout the city, and due to their institutional or infrastructure uses are generally similar in appearance to or readily adaptable for telecommunications facilities. Therefore, telecommunications facilities should be less noticeable when placed on publicly-used structures than when placed on commercial or residential structures. Publicly-used structures include, but are not limited to, facilities such as police or fire stations, libraries, community centers, civic centers, courthouses, utility structures, water towers, elevated roadways, bridges, flag poles, schools, hospitals, clock or bell towers, light poles and churches.

(3) *Industrial and commercial structures:* Wholly industrial and commercial structures such as warehouses, factories, retail outlets, supermarkets. Banks, garages, or service stations shall be Preferred Locations particularly where existing visual obstructions or clutter on the roof or along a roof line can and will be removed as part of the installation of the telecommunications facility.

(4) *Mixed use buildings in high density districts:* Mixed use buildings (housing above commercial or other non-residential space) are also preferred location sites.

(b) *Disfavored location sites:* Any single-family residential structure or site or multi-family duplex shall be a disfavored site for the location of telecommunications facilities.

(Ord. No. 1998-52, 5-28-98)

Section 9-6. - Requirements for telecommunications facilities:

(a) General requirements for all telecommunications facilities: The requirements set forth in this section shall govern the location and construction of all telecommunications facilities governed by this ordinance.

(1) *Building codes and safety standards:* To ensure the structural integrity of telecommunications facilities, the owner of a telecommunications facility shall ensure that it is maintained in compliance with standards contained in applicable local building codes and the applicable standards for such telecommunications facilities, as amended, from time to time. Owners of telecommunications facilities shall conduct periodic inspections at least once every thirty-six (36) months or as required by the governing body. Inspections shall be conducted by a qualified, independent engineer licensed to practice in South Carolina. The results of such inspection shall be provided to the director.

(2) *Regulatory compliance:*

a. All telecommunications facilities must meet or exceed current standards and regulations of the FAA, the FCC and any other agency of the state or federal government with the authority of regulate telecommunications facilities. If such standards and regulations are changed then the owners of the telecommunications facilities governed by this ordinance shall bring such telecommunications facilities into compliance with such revised standards and regulations within the date established by the agency promulgating the standards or regulations.

(3) *Security:* All telecommunications facilities shall be equipped with an appropriate fencing and security measures to prevent unauthorized access to the telecommunications facility.

(4) *Lighting:* No illumination is permitted on telecommunications facilities unless required by the FCC, FAA or state or federal agency of competent jurisdiction or unless necessary for air traffic safety. If lighting is required or necessary, the Director may review the available lighting alternatives within the appropriate regulatory guidelines and approve the design that would cause the least disturbance to the surrounding uses and views.

(5) *Advertising:* No advertising is permitted on telecommunications facilities. However, antenna may be allowed on any legally permitted permanent billboard or outdoor advertising sign as long as the other requirements of this ordinance are met.

(6) *Visual Impact:*

a. Telecommunications facilities shall either maintain a galvanized steel finish or, subject to any applicable standards of the FAA or other applicable federal or state agency, be painted a neutral color or painted and/or textured to match the existing structure so as to reduce visual obstructiveness.

b. If an antenna is installed on a structure other than a tower, the antenna and associated electrical and mechanical equipment must be of a neutral color that is identical to, or closely compatible with, the color of the supporting structure so as to make the antenna and related equipment as visually unobtrusive as possible. Roof-mounted antennas shall be made visually unobtrusive by screening to match existing air conditioning units, stairs, elevator towers or other background.

c. Where feasible, telecommunications facilities should be placed directly above, below or incorporated with vertical design elements of a building to help in camouflaging.

d. The proposed tower shall not substantially detract from property listed in the National Register of Historic Places, or from a road or river which has been officially designated as a scenic road or river, or areas designated as protected by any federal agency, state agency or the Governing Body.

e. Equipment shelters or cabinets shall be screened from public view by using privacy fencing, landscaping or materials and colors consistent with the surrounding backdrop. The shelter or cabinet must be regularly maintained.

(7) *Landscaping:*

a. Landscaping shall be used to screen the view of the telecommunications facility from adjacent public ways, public property or residential property.

b. Native vegetation on the site shall be preserved to the greatest practical extent. The applicant shall provide a site plan showing existing significant vegetation to be removed, and vegetation to be replanted to replace that lost. Significant vegetation shall be defined by section 4-13 of the Zoning Regulations of the City of North Charleston.

c. The Director may waive or modify the landscaping requirement where lesser requirements are desirable for adequate visibility for security purposes, for continued operation of existing bona fide agricultural or forest uses such as farms, nurseries and tree farms or where an antenna is placed on an existing structure. In certain locations where the visual impact of the tower would be minimal, such as remote agricultural or rural locations or developed heavy industrial areas. The landscaping requirement may be modified or waived by the Director.

(8) *Maintenance impacts.* Equipment at a transmission facility shall be automated to the greatest extent possible to reduce traffic and congestion. Where the site abuts or has access to a collector of local street, access for maintenance vehicles shall be exclusively by means of the collector or local street.

(9) *Principal, accessory and joint uses:*

a. Accessory structures used in direct support of a telecommunications facility shall be allowed but not be used for offices, vehicle storage or other outdoor storage. Mobile or immobile equipment not used in direct support of a telecommunications facility shall not be stored or parked on the site of the telecommunications facility.

b. Telecommunications facilities may be located on sites containing another principal use in the same buildable area.

(10) *Lot size and setbacks:*

a. The following setback requirements shall apply to all telecommunications facilities, provided however, that the Director may reduce the standard setback requirements of this section if the goals of this ordinance would be better served thereby.

i. The base of the communications tower shall be located no closer to a residential structure than a distance equal to one foot for each foot in height of the proposed tower. This requirement may be waived by the owner of the residential structure. A communication tower must be located such that adequate setbacks are provided on all sides to prevent the tower's fall zone from encroaching onto adjoining properties (the fall zone shall be determined by an engineer certified by the State of South Carolina in a letter which includes the engineer's signature and seal).

ii. Towers, guy wires and accessory facilities must satisfy the minimum zoning district setback requirements.

iii. Telecommunications facilities must be set back from any property line. A sufficient distance to protect adjoining property from the potential impact of telecommunications facility failure by being large enough to accommodate such failure on the site, based on the engineer's analysis required in Section 9-7.

b. *Additional requirements for towers:*

(1) Site location and development shall preserve the preexisting character of the surrounding buildings and land uses and the zoning district as much as possible. Personal wireless telecommunication towers shall be integrated through location and design to blend in with existing characteristics of the site to the extent practical.

(2) Existing on-site vegetation shall be preserved or improved, and disturbance of the existing topography shall be minimized, unless such disturbance would result in less visual impact of the site to the surrounding area.

(3) At a tower site the design of the buildings and related structures shall, to the extent possible, use materials, colors, textures, screening, and landscaping that will blend the tower and related facilities to the natural setting and built environment.

(4) A permit for a proposed communications tower site within one thousand (1,000') feet of an existing tower shall not be issued unless the applicant supplies documentation showing that the existing tower does not meet applicant's structural specifications and applicant's technical design requirements, or that a co-location agreement could not be obtained at a reasonable market rate. Reasonable market rate shall be determined by applicant's providing an average of the lease rates it pays for co-locations sites in Charleston, Berkeley and Dorchester Counties. The rate information shall be deemed a trade secret of applicant and shall be made available to only the director who shall not be allowed to disclose it. The clustering of new Communications Towers on the same parcel near existing towers is encouraged.

(5) In no case shall a tower be located in the required front yard, back yard or side yard set back in a residential district.

(6) Towers shall be enclosed by decay-resistant security fencing not less than six (6) feet in height designed to prevent tower access.

(7) Placement of more than one tower on a lot shall be permitted, provided all setback, design and landscape requirements are met as to each tower and provided tower failure characteristics of the towers on the site will not lead to multiple failure in the event that one fails.

(Ord. No. 1998-52, 5-28-98)

Section 9-7. - Application procedures:

(a) *General application requirements for all building and special use permits.* Application for a building permit or special use permit for any telecommunications facility shall be made to the director by the person, company or organization that will own and operate the telecommunications facility. An application will not be considered until it is complete. The following information shall be submitted when applying for a building permit, special use permit or other permit or variance included in this ordinance and must be submitted for an application to be considered complete:

(1) *Basic information.*

a. Site plan or plans to scale specifying the location of telecommunications facilities, transmission building and/or other accessory uses, access, parking, fences, landscaped areas, and adjacent land uses. Applications shall contain both a paper location map and a digitized location map in a format compatible with the GIS software currently utilized by the City of North Charleston Information Technology Services Department.

b. Landscape plan to scale indicating size, spacing and type of plantings required in section 9-6(A)(7).

c.

A description of anticipated maintenance needs for the telecommunications facility, including frequency of service, personnel needs, equipment needs, and traffic, noise, or safety impacts of such maintenance.

d. Report from a qualified, independent engineer licensed in the State of South Carolina, documenting the following:
   i. Telecommunications facility height and design, including technical, engineering, economic, and other pertinent factors governing selection of the proposed design;
   ii. Evidence of structural integrity of the tower structure; and
   iii. Structural failure characteristics of the telecommunications facility and demonstration that site and setbacks are of adequate size to contain debris.

e. The identity of a community liaison officer appointed by the applicant to resolve issues of concern to neighborhoods and residents relating to the construction and operation of the facility. Include name, address, telephone number, facsimile number and electronic mail address, if applicable.

f. Identification of the geographic service area for the subject installation, including a map showing the site and the nearest or associated telecommunications facility sites within the network. Describe the distance between the telecommunications facility sites. Describe how this service area and this proposed telecommunications facility fit into and are necessary for the service network.

g. Designation of which location preference, identified in Section V, above, the proposed facility is meeting. If the proposed location is not a preferred location 1 through 4 or is a disfavored site, describe: (a) what good faith efforts and measures were taken to secure each of these preferred location sites; (b) why such efforts were unsuccessful; and (c) how and why the proposed site is essential to meet service demands for the geographic service area and city-wide network.

(2) Additional information requirements for towers:

a. If the proposed site is zoned R-1 through R-3 or PDD and there are suitable alternative sites in the M-1, M-2, CRD and B-2 zoning districts, applicants must justify why those suitable alternate sites have not been proposed. The director will review with special care justifications that appeal only to undue expense and/or to undue difficulties in entering into a lease agreement. The director shall carefully weigh such claims, and the evidence presented in favor of them, against a project's negative impacts at the proposed site.

b. Applicants must identify all existing towers within its geographic search area. Applicants must provide evidence of the lack of space on all suitable existing towers to locate the proposed antenna and of the lack of space on existing tower sites to construct a tower for the proposed antenna. If co-location on any such tower would result in less visual impact than the visual impact of the proposed tower, applicants must justify why such co-location is not being proposed. If co-location on any such tower would increase negative visual impact,

then the applicant must so state and demonstrate. The director will review with special care justifications that appeal only to undue expense and/or to undue difficulties in entering into a lease agreement. The director shall carefully weigh such claims, and the evidence presented in favor of them, against a project's negative impacts as the proposed site.

(3) In order to assist the City of North Charleston in providing a database of approved communications towers, written notification will be provided, by the applicant, to the zoning administrator, on a form approved by the city's MIS director, along with a map showing the site location and coordinates of the approved communications tower, prior to being issued a development permit. The required map shall be provided both in a hard copy and an electronic copy form. The electronic copy shall be submitted on a three and one-half (3-½) inch floppy computer disk. The communications towers locations shall be provided in South Carolina State Plane coordinates (Zone 3900, NAD 83, Feet) where possible. Where South Carolina State Plane references are not available, the spatial data shall be submitted with no specified projection in decimal degrees of longitude and latitude. Failure to submit all required GIS information will prevent a development permit from being issued for the project.

(4) The applicant must provide any other information which may be requested by the director to fully evaluate and review the application and the potential impact of a proposed telecommunications facility.

[(b)] *Expedited review for building permits only.* When a telecommunications facility will be a use as a right pursuant to Section IV of this ordinance and requires only a building permit and design review before it may be erected, the director will expedite review of the application and render a decision on the application within fifteen (15) business days after receipt of a complete application.

[(c)] *Special use permits.*

(1) A request for a special use permit shall be initiated by application to the director and handled in accordance with the special use permit provision of Section _____ of the Municipal Code. The zoning board of appeals may issue a special use permit under this section provided it shall have determined that all of the requirements in Section VI have been satisfied and, further, that the benefits of and need for the proposed tower are greater than any possible depreciating effects and damage to the neighboring properties.

(2) In granting a special use permit, the zoning board of appeals may impose additional zoning conditions to the extent determined necessary to buffer or otherwise minimize adverse effects of the proposed tower or antenna on surrounding properties.

(Ord. No. 1998-52, 5-28-98; Ord. No. 1999-13, 2-25-99; Ord. No. 2000-086, 12-28-00; Ord. No. 2021-009, Exh. A, 2-25-2021)

Section 9-8. - Co-location:

Applicant and owner shall allow other future personal wireless service companies, including public and quasi-public agencies, using functionally equivalent personal wireless technology to co-locate antennae, equipment and facilities on a telecommunications facility unless specific technical constraints prohibit said co-location or if future companies refuse to pay reasonable compensation for collocation as provided in Section 9-6.A.10 above. Applicant and other personal wireless carriers shall provide a mechanism for the construction and maintenance of shared facilities and infrastructures and shall provide for equitable sharing of cost in accordance with industry standards.

(Ord. No. 1998-52, 5-28-98)

Section 9-9. - Appeals:

Appeals from any decision of the director may be taken by any person aggrieved or any official of the city affected by the decision of the director. Such appeal shall be to the zoning appeals board pursuant to Section 7-2 of the municipal code. Any decision by the director or by the zoning appeals board denying a request to place, construct, or modify a telecommunications facility shall be in writing and supported by substantial evidence in a written record.

(Ord. No. 1998-52, 5-28-98)

Section 9-10. - Nuisances:

Telecommunications facilities, including, without limitation, power source, ventilation and cooling, shall be operated at all times within the City of North Charleston Noise Ordinance, shall not be operated so as to cause the generation of heat that adversely affects a building occupant and shall not be maintained or operated in such a manner as to be a nuisance.

(Ord. No. 1998-52, 5-28-98)

Section 9-11. - Removal of antennae and towers:

All telecommunications facilities shall be maintained in compliance with standards contained in applicable building and technical codes so as to ensure the structural integrity of such facilities. If, upon inspection by the building official, any such telecommunications facility is determined not to comply with the code standards or to constitute a danger to persons or property then upon notice being provided to the owner of the facility and the owner of the property is [if] such owner is different, such owners shall have thirty (30) days to bring such facility into compliance. In the event such telecommunications facility is not brought into compliance within thirty (30) days, the city may provide notice to the owners requiring the telecommunications facility to be removed. The city may seek to have the telecommunications facility removed regardless of the owner's or operator's intent to operate the tower or antenna and regardless of any permits, federal, state or otherwise, which may have been granted.

(Ord. No. 1998-52, 5-28-98)

Section 9-12. - Abandoned towers:

(a) Any telecommunications facility that is not operated for a continuous period of six (6) months shall be considered abandoned, whether or not the owner or operator intends to make use of it or any part of it. The owner of a telecommunications facility and the owner of the property where the facility is located shall be under a duty to remove the abandoned telecommunications facility. If such antenna and/or tower is not removed within sixty (60) days of receipt of notice from the city notifying the owner(s) of such abandonment, the city may remove such tower and/or antenna and place a lien upon the property for the costs of removal. The city may pursue all legal remedies available to it to insure that abandoned telecommunications facilities are removed. Delay by the city in taking action shall not in any way waive the city's right to take action. The city may seek to have the telecommunications facility removed regardless of the owner's or operator's intent to operate the tower or antenna and regardless of any permits, federal, state or otherwise, which may have been granted.

(b) If the owner of an abandoned tower or antenna wishes to use such abandoned tower or antenna, the owner first must apply for and receive all applicable permits and meet all of the conditions of this ordinance as if such tower or antenna were a new tower or antenna.

(Ord. No. 1998-52, 5-28-98)

Section 9-13. - Pre-existing towers/non-conforming uses:

(a) All telecommunications facilities operative on May 28, 1998 shall be allowed to continue their present usage as a non-conforming use and shall be treated as a non-conforming use in accordance with Section 4-5 of the city of North Charleston zoning regulations. Routine maintenance, including replacement with a new tower or antenna of like construction and height, shall be permitted on such existing telecommunications facilities. New construction other than routine maintenance shall comply with the requirements of this ordinance.

(b) A telecommunications facility that has received city approval as of May 28, 1998 in the form of either a building permit or special use exception, but has not yet been constructed or placed in operation shall be considered an existing telecommunications facility so long as such approval is current and not expired.

(c) Placement of an antenna on a non-conforming structure shall not be considered an expansion of the non-conforming structure.

(Ord. No. 1998-52, 5-28-98)

Section 9-14. - Penalty for violation of ordinance:

(a) Any person who attempts to erect or erects a telecommunications facility covered by this ordinance without having first obtained the necessary building permit, special use permit or variance in the manner provided in this ordinance shall be deemed in violation of this ordinance. Any responsible party or other persons convicted by a court or competent jurisdiction of violating any provision of this ordinance shall be guilty of violating a duly adopted ordinance of the city and shall be punished as provided by Section 1-10 of the North Charleston City Code.

(b) If any structure is erected, constructed, reconstructed, altered, repaired, converted or maintained in violation of this ordinance or without obtaining that required permits, or if any building, structure or land is used in violation of this article, the city attorney, in addition to any other remedies, may institute proceedings to prevent such unlawful erection, construction, reconstruction, alternation, conversion, maintenance or use or to correct or abate such violations. Each and every day such unlawful erection, construction, reconstruction, alteration, conversation, maintenance or use continues may be deemed a separate offense.

(Ord. No. 1998-52, 5-28-98)

Section 9-15. - Coordination with federal law:

Whenever the governing authority finds that the application of this ordinance would unreasonably discriminate among providers of functionally equivalent personal wireless services or prohibit or have the effect of prohibiting the provision of personal wireless services, a conditional use permit waiving any or all of the provisions of this ordinance may be granted.

(Ord. No. 1998-52, 5-28-98)

ARTICLE X. - OLDE NORTH CHARLESTON HISTORIC DISTRICT AND NEIGHBORHOOD CONSERVATION DISTRICT

Footnotes:
*--- (**4**) ---*
***Editor's note—** Ord. No. 2008-22, § 1, adopted April 24, 2008, renumbered Art. X, Legal Status Provisions, as Art. XV herein to facilitate the inclusion of a new Art. X, Olde North Charleston Historic District and Neighborhood Conservation District, as enacted by Ord. No. 2008-22, adopted April 24, 2008. For a more detailed analysis of the inclusion, see also the Code Comparative Table.*

Section 10-1. - Fact findings and purpose.

North Charleston, located in Charleston and Dorchester counties, is one of the largest municipalities in the state. Over the past ten (10) years, the city has seen immense changes in terms of population and development. With increasing population growth and changes in terms of population and development, the

city is facing rising development pressures in the older areas of the city. Without regulations, these pressures can lead to the loss of historic structures or neighborhoods and development that is in contrast with the surrounding community.

The Olde North Charleston Neighborhood area is comprised of a number of culturally significant structures from the early to mid-twentieth century. This area is significant because:

•A great number and rich variety of early to mid-twentieth century homes and structures still exist, representing the initial development of what would become the city of North Charleston.

•Distinctive local and national architectural styles are evidenced, such as Craftsman-style bungalows, Minimal Traditional cottage, Charleston Single, Prairie-style, Colonial Revival and Tudor Revival.

•Special natural and streetscape characteristics exist including mature street trees and attractive landscaping that should be preserved.

•This area is notable for distinguishing site planning features, as the area is part of the original 1,500-acre planned City of North Charleston designed by famed landscape architect William Bell Marquis. The neighborhood also represents the design principles of Ebenezer Howard's Garden City movement.

•Houses often feature deep front porches, wide eaves, picket fences and pedestrian friendly sidewalks. The neighborhood projects a comfortable, familial-type atmosphere.

•The neighborhood features a dense layout that became less prevalent in later periods of the twentieth century.

•Houses are notable for having been constructed of wood, brick and stucco rather than modern synthetic materials.

•Setbacks in the area are generally less than the current zoning laws require, with side yard setbacks ranging from two (2) to ten (10) feet, and front yard setbacks ranging from ten (10) to twenty-five (25) feet.

When viewed on a macro level, the neighborhood as a whole is notable for:

•Scale, size, type of construction, or distinctive building materials.

•Lot layouts, setbacks, street layouts, alleys, or sidewalks.

•Special natural or streetscape characteristics.

•Land use patterns.

•Close proximity or links designated local or historic landmarks and or districts.

•The presence of historically, culturally, locally or architecturally significant properties.

In an effort to preserve the character of historic neighborhoods and prevent the loss of historic structures, the city is implementing both an historic district and a neighborhood conservation district. The goal of these districts is to maintain and protect the structures that depict an important part of the history of the City of North Charleston's development. This ordinance will serve to preserve, conserve, and enhance the character, function, and environment of Olde North Charleston.

This historic district contains a number of historically significant properties that were built at the turn of the century up until the post World War II housing boom. Of the one hundred three (103) total lots in the proposed historic district, seventy-eight (78) of the eighty-six (86) developed properties were constructed before 1956. The majority of these properties have retained their architectural significance and are worthy of increased protection through the establishment of a local historic district. The establishment of a local historic district will provide design guidelines and standards for new construction, additions, alterations, relocation, and rehabilitation.

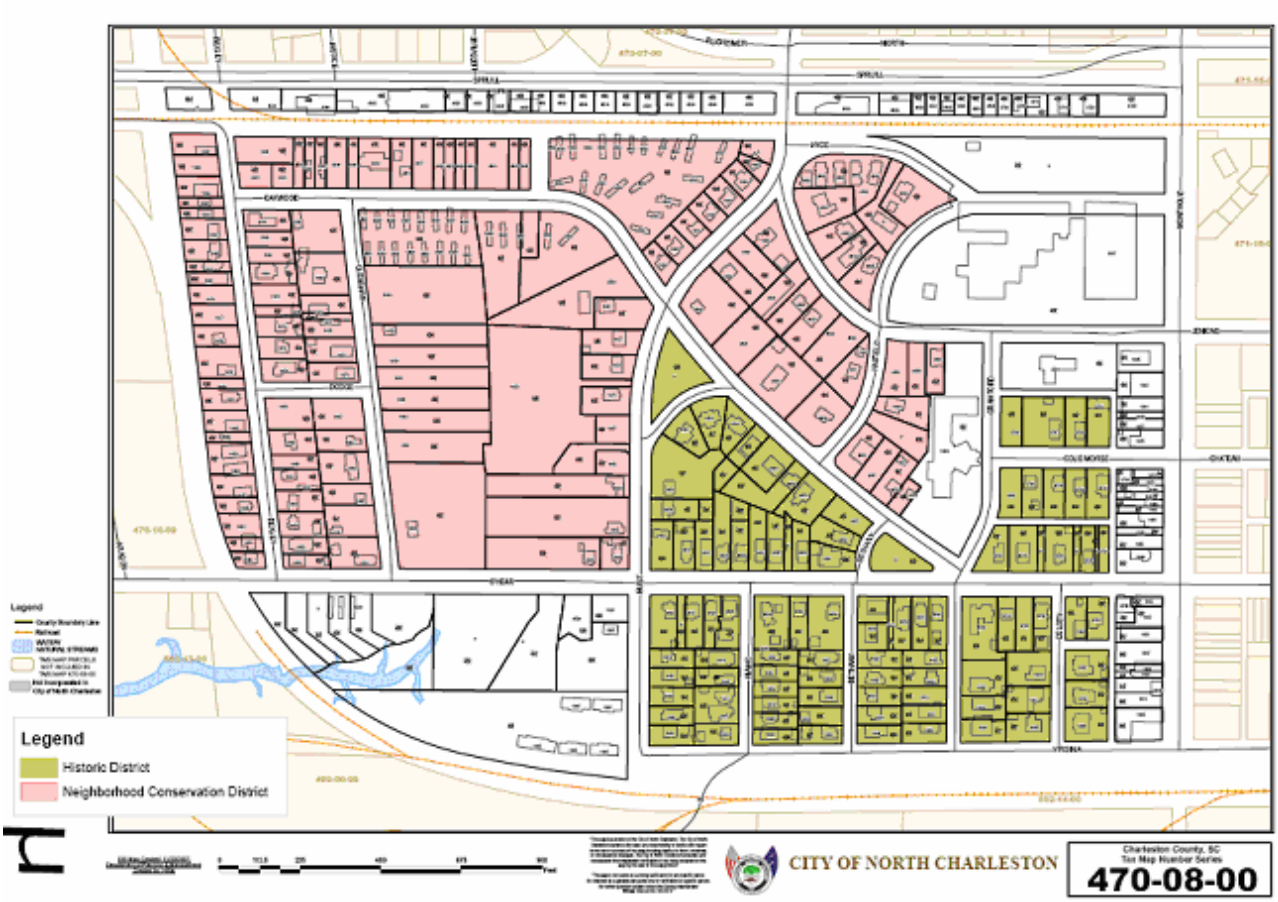
Structures that are not historic landmarks themselves, but are located within an historic area can, and often do, have a significant impact upon surrounding historic structures and sites. Therefore, some degree of control is necessary to protect the historic integrity of the neighborhood. An established neighborhood conservation district will prescribe a set of design guidelines that will protect the features of the neighborhood that are important. There are one hundred twenty-nine (129) total lots in the neighborhood conservation district, of which fifty-two (52) were built before 1956. There are also forty-four (44) vacant lots available for development.

(Ord. No. 2008-22, § 2, 4-24-08)

Sections 10-2—10-4. - Reserved.

Section 10-5. - District boundaries:

The map below displays the boundaries for the Olde North Charleston Neighborhood's Local Historic District and the adjoining Neighborhood Conservation District.



(Ord. No. 2008-22, § 2, 4-24-08)

Section 10-6. - Reserved.

Section 10-7. - Contributing structure inventory:

The city shall compile and maintain an inventory of structures within the historic and conservation district areas that significantly contribute to the character of each district.

Inclusion on the inventory list shall be based upon the following criteria:

1. The structure has significant inherent character, interest, or value as part of the development or heritage of the community, state, or nation;
2. The structure is the site of an event significant in history;
3. The structure is associated with a person or persons who contributed significantly to the culture and development of the community, state, or nation;
4. The structure exemplifies the cultural, political, economic, social, ethnic, aesthetic, engineering, architectural or historic heritage of the community, state, or nation;
5. The structure individually, or as a collection of resources, embodies distinguishing characteristics of type, style, period, or specimen in architecture or engineering;
6.

The structure is the work of an architect/designer or master craftsman whose work has influenced significantly the development of the community, state or nation;

7. The structure contains elements of design, detail, materials, or craftsmanship which represent a significant innovation;
8. The structure represents an established and familiar visual feature of the neighborhood or community;
9. The structure is one of the few remaining examples in the city, region, state or nation possessing distinguishing characteristics of an architectural or historical type or specimen; and
10. The structure has yielded, or may be likely to yield, information important in prehistory or history.

(Ord. No. 2008-22, § 2, 4-24-08)

Sections 10-8, 10-9. - Reserved.

Section 10-10. - Permit required:

Unless otherwise provided in this article, no person shall engage in any work or alteration (either directly or indirectly) for which design review is required by this article without first obtaining a historic district/conservation district permit issued by the city in accordance with this article.

(Ord. No. 2008-22, § 2, 4-24-08)

Sections 10-11—10-14. - Reserved.

Section 10-15. - Historic district regulations:

(a) *Review.*

(1) Activities for which no Historic District review is required:

a. General maintenance and repairs that do not change the appearance of the structure or site;
b. Exterior alterations not visible from a public right-of-way;
c. House painting or staining (including preparation for same and choice of color);
d. Landscaping (including sprinkler system work);
e. All interior alterations;
f. Window screens, except exterior screens on front porches;
g. Window grilles.

(2) All other construction/renovation/repair/demolition activities shall be subject to advance review and approval by the planning director and/or his designee.

(3) Standards against which proposed activity requiring historic district review shall be evaluated:

a. *Setbacks.* The required yard setback shall be equal to the average setback for structures located along the same street block, plus or minus two and one-half (2½) feet. In instances in which no average front yard setback for structures located along the same street block can be determined, the required setback shall be twenty-two and one-half (22½) feet, plus or minus two and one-half (2½) feet.

b. *Secondary structures.* Secondary structures are to be established behind the main structure and hence may not be established in the front yard setback area.

c. *Floor area ratio.* Floor area ratio (FAR) shall be determined by dividing the total square footage of the structure by the total square footage of the lot.

FAR's for new structures or existing structures when any proposed renovations or additions are considered may not exceed 0.50 for one-story homes and 0.75 for two-story homes.

If the average FAR for all structures on the same block as the subject property is more than twenty-five (25) per cent different than the applicable 0.50 and 0.75 FAR listed above, then the FAR limit applicable to the subject property shall be the average FAR for all structures on the same block as the subject property.

d. *Lot size.* Newly created or subdivided lots of regular shape shall be at least five thousand five hundred (5,500) square feet in size, with a road frontage of at least forty (40) feet.

e. *Coverage.* Not more than two-thirds (⅔) of the total area of a lot may be covered by structure(s) and/or impervious surface.

f. *Parking.* Driveways shall be unpaved or covered with brick or gravel. Where covered with unmortared brick or gravel the driveway shall be covered only in two (2) strips for tire lines. No circular driveways or front yard driveways shall be established.

Any garage on site shall be located in the rear yard and shall be of the detached variety sized to accommodate not more than two (2) cars.

g. *Roofline and pitch.* Roofline and roof pitch for additions, renovations, and repairs shall be consistent with the pre-existing roof pitch for the structure.

Roof pitch for new construction shall be consistent with the typical pitch associated with the architectural style of the structure under construction.

Material alteration of original pitch of rooflines is not permitted, except in cases where previous alterations incongruous with the general style of the structure are being corrected.

Bubble skylights are forbidden.

Rafter ends originally serving as a visual architectural feature shall not be cut or covered.

h. *Roofing materials.* Original roofing materials shall be preserved to the extent reasonably possible. If only portions of a roof require repair or replacement those portions shall be repaired/ replaced using materials identical to the pre-existing roofing material. If complete replacement is necessary, complete replacement may be made with metal, wood shakes (fire retardant as required by Code), slate shingles, or composite, asphalt or fiberglass shingles. In instances in which composite, asphalt, or fiberglass shingles are employed such shingles shall feature a similar pattern and color to that found on the pre-existing roof.

If employed, composite, asphalt, or fiberglass shingles for new construction and additions shall be of dark shades of gray or brown to simulate the appearance of weathered wood or slate shingles.

i. *Number of stories.* Colonial Revival, Craftsman Bungalow, Tudor Revival and Charleston Single houses may be two (2) complete stories in height. All other house styles shall not feature more than one complete story.

Half-stories or finished attics above the story limit set forth above are permitted so long as the addition of dormers or other windows does not materially alter the historic character of the structure.

Second story or half-story additions shall be constructed in the same materials and built in the same style as the original portion of the house.

j. *Porches.* Original materials and dimensions of pre-existing porches shall be maintained.

Screening in or enclosing front porches shall not be permitted.

k. *Building materials.* Construction shall utilize siding of brick, wood, or stucco. Siding materials shall not be "mixed" (i.e. one face or portion of a face covered in one siding with other portions of the house finished in another type of siding) unless the structure featured mixed siding prior to the effective date of this ordinance.

When siding is replaced it shall be replaced with siding of the same type and of similar dimensions to the extent reasonably possible.

l. *Building orientation.* structures shall be oriented toward the street and feature a well-defined entrance.

In the case of a corner lot that faces two (2) streets, the building shall be oriented to face the street on which it has a narrower frontage.

In the case of a square corner lot, the building shall be oriented towards the busier of the streets.

m.

Density. Multi-family housing shall not be established within the district. An accessory dwelling unit in the form of a single apartment over a detached garage is permissible, however.

n. *Architectural style and details.* Buildings and additions/renovations shall be designed to replicate the following styles: Craftsman, Bungalow, Minimal-Traditional, Charleston Single Style, Colonial Revival, Tudor Revival, and Prairie.

Ornamentation installed on a structure or utilized on additions/renovations shall be consistent in style with the style of the structure as a whole.

Gutters and downspouts shall match the color of either the building body or the building trim.

o. *Fences and walls.* Fences and retaining walls shall be constructed of stone, brick, stuccoed concrete, or wood pickets. Fences constructed of all other materials shall not be permitted.

Front yard retaining walls shall not exceed two (2) feet in height absent a certification of necessity from a registered South Carolina engineer. Front yard fences shall not feature a solid façade or exceed four (4) feet in height.

p. *Demolition.* Demolition of structures listed on the contributing structure inventory shall not be allowed unless the estimated cost to repair the structure to current building code exceeds fifty (50) per cent of the assessed value of the improvements on the parcel.

Demolition of structures not listed on the contributing structure inventory shall be allowed by way of permit.

(Ord. No. 2008-22, § 2, 4-24-08; Ord. No. 2017-076, 11-21-2017)

Sections 10-16—10-19. - Reserved.

Section 10-20. - Conservation district regulations:

(a) *Design review.* Conservation district review is required for any new construction and for any alteration to roofline, height, or footprint of an existing structure.

(b) *Standards against which proposed activities requiring conservation district review will be evaluated:*

(1) *Setbacks.* The required front yard setback shall be equal to the average setback for structures located along the same street block, plus or minus two and one-half (2½) feet. In instances in which no average setback for structures located along the same street block can be determined, the required setback shall be twenty-two and one-half (22½) feet, plus or minus two and one-half (2½) feet.

Secondary structures are to be established behind the main structure and hence may not be established in the front yard setback area.

(2)

Floor area ratio (FAR). Floor area ratio shall be determined by dividing the ratio total square footage of the structure by the total square footage of the lot.

FAR's for new structures or existing structures when any proposed additions/renovations are considered may not exceed 0.50 for one-story homes and 0.75 for two-story homes.

If the average FAR for all structures on the same block as the subject property is more than twenty-five (25) per cent different than the applicable 0.50 and 0.75 FAR listed above then the FAR limit applicable to the subject property shall be the average FAR for all structures on the same block as the subject property.

(3) *Lot size.* Newly created or subdivided lots of regular shape shall be at least five thousand five hundred (5,500) square feet in size, with a road frontage of at least forty (40) feet.

(4) *Coverage.* Not more than 2/3 of the total area of a lot may be covered by structures and/or impervious surface.

(5) *Roofline and pitch.* Roof pitch for additions, renovations, and repairs shall be consistent with the pre-existing roof pitch for the structure.

Roof pitch for new construction shall be consistent with the pre-existing roof pitch for the structure.

Roof pitch for new construction shall be consistent with the typical pitch associated with the architectural style of the structure under construction.

Material alteration of original pitch of rooflines is not permitted, except in cases where previous alterations incongruous with the general style of the structure are being corrected.

Rafter ends originally serving as a visual architectural feature shall not be cut or covered.

(6) *Number of stories.* Colonial Revival, Charleston Single, Craftsman and Tudor Revival style houses may be two (2) complete stories in height. All other house styles shall not feature more than one complete story.

Half-stories or finished attics above the story limit set forth above are permitted so long as the addition of dormers or other windows does not materially alter the historic character of the structure. A third story, in the form of an open or enclosed drive under garage, may be permitted should the structure be required to be elevated.

Second-story or half-story additions shall be constructed in the same materials and built in the same style as the original portion of the house.

(7) *Porches.* Original materials and dimensions of pre-existing porches shall be maintained.

Screening in or enclosing front porches shall not be permitted.

(8)

Building orientation. Structures shall be oriented toward the street and feature a well-defined entrance.

In the case of a corner lot that faces two (2) streets, the building shall be oriented to face the street on which it has a narrower frontage.

In the case of a square corner lot, the building shall be oriented towards the busier of the streets.

(9) *Density.* An accessory dwelling unit in the form of a single apartment over a detached garage is permissible.

(10) *Fences and walls.* Front yard fences and retaining walls shall be constructed of stone, brick, stuccoed concrete, or wood pickets.

Fences of all other materials shall not be permitted.

Front yard retaining walls shall not exceed two (2) feet in height absent a certification of necessity from a registered South Carolina engineer.

Front yard fences shall not feature a solid façade or exceed four (4) feet in height.

(11) *Demolition.* Demolition of structures listed on the contributing structure inventory shall not be allowed unless the estimated cost to repair the structure to current building code exceeds fifty (50) per cent of the assessed value of the improvements on the parcel.

Demolition of structures not listed on the contributing structure inventory shall be allowed by way of permit.

(Ord. No. 2008-22, § 2, 4-24-08; Ord. No. 2017-076, 11-21-2017; Ord. No. 2020-008, Exh. A, 1-23-2020)

Sections 10-21—10-29. - Reserved.

Section 10-30. - Review procedures:

(a) *Application.* Any person seeking a permit for work for which a permit is required under this article shall submit to the planning director (or his designee) a written application for such permit or other historic district/conservation district-related decision. The director shall prepare a permit application form and provide it to any person on request. The same form may be used for both the application and the decision thereon. A single form may be used for multiple projects on the same site. A permit application is complete only when it is accompanied by the appropriate application fee, in an amount set by resolution of the city council. The form may call for the following information:

(1) Name, address and telephone number of the applicant and, if applicable, the name address, and telephone number and license number, if any, of the contractor;

(2) Address and zoning district of the property where the work is proposed to be performed;

(3) Accurate and scaled site plan showing the location of property lines, buildings, parking areas, driveways, landscaped areas, utility poles and wires, and existing and proposed signs on the site;

(4) Accurate and scaled building elevation showing existing and proposed building features;

(5) Accurate and scaled plans, details and samples showing the work to be performed;

(6) The landowner's written consent to the proposed work, which may be shown by signature on the application;

(7) A statement as to whether the property or parcel on which the work is proposed to be performed is the subject of any outstanding notice of violation or notice to correct;

(8) Photographs of the existing property, parcel and/or building on which the work is proposed to be performed.

(b) *Incomplete applications.* If the planning director (or his/her designee) finds that any application for a permit is incomplete, the applicant shall be so notified not more than thirty (30) calendar days after the application is received. The notice shall detail all known points of incompleteness. The applicant may resubmit the application in complete form without paying the application fee again, one time, within thirty (30) calendar days of when the notice of incompleteness is given. If the director fails to provide notice of incompleteness within thirty (30) calendar days, then the application shall be deemed complete as of the last day on which notice of incompleteness could have been timely given.

(c) *Permit to perform work.* An applicant for a permit to perform work within this Historic District or Conservation District must also secure any and all other reviews, permits, and/or approvals that may be required by other provisions of the Municipal Code, state law, or federal law.

(d) *Validity of permit.* The issuance or granting of a permit shall not be construed to be a permit for, or an approval of, any violation of any of the provisions of this article or of any other provision of this Code or state or federal law. Permits appearing to give authority to violate or cancel the provisions of this article or other provisions of this Code or state or federal law shall not be valid.

(e) *Permits issued in error.* The issuance of a permit based on plans, specifications and other data shall not prevent the director from thereafter requiring the correction of errors in said plans, specifications and other data, or from preventing building operations being carried on thereunder when in violation of this article or of any other provision of this Code.

(f) *Suspension or revocation of permit.* The director may, in writing, suspend or revoke a permit issued under the provisions of this article whenever the permit is issued in error or on the basis of incorrect information supplied, or in violation of any ordinance or regulation or any of the provisions of this article, state law, or federal law. Contested revocations under this section shall be heard and appealed in the same manner as any other permit-related decision.

(g)

Rules of decision. The planning director (or his/her designee) shall approve all permit applications which fully comply with the requirements of this article and all other applicable laws, rules, regulations and requirements. For any permit application which does not comply with this article and all other applicable laws, the director (or his/her designee) shall deny the application and give notice of such decision detailing the reasons for denial to the applicant not more than thirty (30) calendar days after the application is found or deemed complete. If such notice is not timely given, and the applicant does not waive time, then the application shall be deemed denied and the applicant shall be entitled to appeal the decision.

(h) *Administrative decision and review thereof.* All matters of enforcement, interpretation and application of this article, including decisions on permits and all other all historic district or conservation district-related decisions, shall be made by the director (or his/her designee) as an administrative matter. No public hearing required shall be required for decisions by the planning director (or his/her designee). Appeals of the decision of the planning director (or his/her designee) shall be made to the BOZA in accordance with that body's established rules and procedures.

(i) *When appeal right to BOZA arises.* Unless timeliness of decision is waived by the applicant or appellant, the right to appeal a historic district or conservation district-related decision arises at the earliest of: when notice of the decision is personally delivered to or mailed to the applicant; or the expiration of the time in which the planning director (or his/her designee) is required to make a decision.

(j) *Timeliness of decision; waiver of time.* Unless otherwise provided, at each stage of review, all historic district or conservation district-related decisions shall be made within thirty (30) calendar days. This time period begins at the earliest of when the permit application is complete, when a written request for interpretation has been received, or when the appeal has been timely and properly filed, as applicable. When any such decision is not made within the required time, and the applicant or appellant does not waive time, then the application or appeal shall be deemed denied and the applicant or appellant shall have the immediate right to appeal to the next level of review. The timeliness requirement may be waived by the applicant or appellant at any stage of the process.

(k) *Maintenance of status quo.* While any historic district or conservation district-related decision is pending, the status quo shall be maintained until the review or appeal has run its full course, unless the subject property/structure is in such physical condition that it presents a serious and immediate threat to the public health and safety, in which case it may be summarily abated as a public nuisance, pursuant to applicable law.

(Ord. No. 2008-22, § 2, 4-24-2008)

Sections 10-31—10-34. - Reserved.

Section 10-35. - Priority of the Olde North Charleston Historic/Conservation District requirements.

(1) No historic district/conservation district requirement set forth within this chapter shall be applied in

such a fashion as to:

a. Conflict with a standardized code or law adopted by the city:
   i. In a form specified by state or federal law, or
   ii. In order to discharge a requirement imposed upon the city by state or federal law, or
b. Adversely impact any recognized police, fire, flood, pollution, runoff, seismic, or other rating given to the city or its citizens; or
c. Amend, purport to amend, alter or purport to alter any state or federal law or regulation otherwise applicable.

(2) Exemption for Olde North Charleston Historic and Neighborhood Conservation Districts. Developments approved in areas located in the historic overlay district (section 10-15) and the neighborhood conservation overlay district (section 10-20) shall not be required to satisfy the minimum lot area, lot width, road frontage, and lot depth requirements under subsections 18-40(a) and 18-40(b) provided that all requirements of the zoning ordinance, including those specific to the individual district, have been met to the satisfaction of the zoning administrator.

(3) Exemption for lots created by the replacement of a nonconforming manufactured home park as per section 6-1(a)(1) of the zoning regulations. Lots created by the replacement of a nonconforming manufactured home park as per section 6-1(a)(1) of the zoning regulations shall not be required to satisfy the minimum lot area, lot width, road frontage, and lot depth requirements under subsection 18-40(a) and 18-40(b) of article X of the zoning regulations, provided that all requirements of the zoning ordinance, including the minimum of thirty (30) feet of frontage along a street which has been accepted for continual maintenance by the state, one (1) of its political subdivisions, or a homeowner's association or other responsible entity as outlined in section 18-40(d) of the subdivision regulations have been met.

(Ord. No. 2008-22, § 2, 4-24-2008; Ord. No. 2015-026, 6-25-2015; Ord. No. 2022-009, Exh. A, 1-27-2022)

Sections 10-36—10-39. - Reserved.

Section 10-40. - Definitions:

Addition:

(1) Construction that increases the living or working space of an existing structure, and is capable of being mechanically heated or cooled. (ex. porch enclosures, room additions, etc.)
(2) An alteration that changes the exterior height of any portion of an existing building.
(3) Any extension of the footprint of the structure, including porches and decks.

Appropriate: Suitable for, or compatible with, a structure or district, based upon accepted standards and techniques for historic preservation and urban design as set forth in the Secretary of the Interior's Standards and these guidelines.

Architectural: Any of the component parts that comprise the exterior of a building,

Feature/element: Structure or object that convey the style of a building. (ex. Victorian, Bungalow, etc.)

Compatible: To conform or be in harmony with the components of the style of a building or the character of a district.

Contributing building, structure, or site: A building, structure or site that reinforces the visual integrity or interpretability of a historic district. A contributing building is not necessarily "historic" (50 years old or older). A contributing building may lack individual distinction but add to the historic district's status as a significant and distinguishable entity.

Demolition: Active deconstruction in whole or in part of a building, object, or site.

Elevation:

(1) Height in terms of distance from grade;

(2) An exterior wall of a building, usually used in referring to portions other than the façade;

(3) A mechanically accurate, "head on" drawing of a face of a building or object, without any allowance for the effect of the laws of perspective. Any measurement on an elevation will be in a fixed proportion, or scale, to the corresponding measurement on the real building.

Exterior change: An action that would alter the appearance of a structure. Examples include change in roof pitch or form, or replacing or covering exterior siding with substitute material, reducing, enlarging, closing or relocating window or door openings.

General maintenance: Work meant to remedy damage due to deterioration of a structure or its appurtenances or general wear and tear, which will involve no change in repair materials, dimensions, design, configuration, color, texture or visual appearance.

In-kind replacement: To replace a feature of a building with materials of the same characteristics, such as material, texture, color, etc.

Mass: The physical size and bulk of a structure.

New construction: The construction of any freestanding structure on a lot that ordinarily requires a permit. This may apply to a variety of activities such as storage buildings, carports & garages, secondary dwellings, etc.

Non-contributing building site: A building, structure or site which no longer reinforces the visual integrity of the district either because it is a vacant parcel, or outside structure of the period of significance of the district or it is an historic structure that has lost its integrity through inappropriate additions or the loss of three or more of its original character defining features i.e. porch, windows, siding.

Orientation: Generally, orientation refers to the manner in which a building relates to the street. The entrance to the building plays a large role in the orientation of a building; whereas, it should face the street.

Period of significance:

(1) For an individual structure: the date of construction plus or minus ten years;

(2) For the oldest building within the boundaries to the date by which significant development ended.

Preservation: The act or process of applying measures to sustain the existing form, integrity and materials of a building or structure, and the existing form and vegetative cover of a site. It may include initial stabilization work, where necessary, as well as ongoing maintenance of the historic building materials.

Protection: The act or process of applying measures designed to affect the physical condition of a property by defending or guarding it from deterioration, loss or attack or to cover or shield the property from danger of injury. In the case of buildings and structures, such treatment is generally of a temporary nature and anticipates future historic preservation treatment; in the case of archaeological sites, the protective measure may be temporary or permanent.

Reconstruction: The act or process of reproducing by new construction the exact form and detail of a vanished building, structure or object, or part thereof, as it appeared at a specific period of time.

Scale: The size of structure as it appears to the pedestrian.

Size: The dimensions in height and width of a building's face.

Streetscape: Generally, the streetscape refers to the character of the street, or how elements of the street form a cohesive environment.

(Ord. No. 2008-22, § 2, 4-24-2008)

Sections 10-41—10-49. - Reserved.

Section 10-50. - Contributing structure inventory.

North Charleston Historic District Structure Index

DT	ID	TMS	Situs House No.	Situs Street Name	Year Built	Land Use(Chas. Co.)
HD	1	470-08-00-244	1004	Alamo Street	1910	SFR
HD	2	470-08-00-243	1005	Alamo Street	1935	SFR

HD	3	470-08-00-245	1006	Alamo Street	1930	SFR
HD	5	470-08-00-246	1010	Alamo Street	1930	SFR
HD	6	470-08-00-241	1011	Alamo Street	1940	SFR
HD	7	470-08-00-247	1014	Alamo Street	1930	SFR
HD	8	470-08-00-240	1015	Alamo Street	1940	SFR
HD	9	470-08-00-248	1018	Alamo Street	1940	SFR
HD	10	470-08-00-239	1019	Alamo Street	1940	SFR
HD	11	470-08-00-249	1022	Alamo Street	1940	SFR
HD	12	470-08-00-238	1023	Alamo Street	1940	APARTMENT
HD	13	470-08-00-258	1004	Bethany Street	1935	SFR
HD	14	470-08-00-257	1005	Bethany Street	1930	SFR
HD	15	470-08-00-256	1007	Bethany Street	1935	SFR

HD	16	470-08-00-322	1009	Bethany Street	1940	SFR
HD	18	470-08-00-259	1018	Bethany Street	1942	SFR
HD	19	470-08-00-260	1022	Bethany Street	1940	SFR
HD	20	470-08-00-255	1023	Bethany Street	1940	SFR
HD	21	470-08-00-254	1027	Bethany Street	1940	SFR
HD	22	470-08-00-261	1028	Bethany Street	1955	SFR
HD	23	470-08-00-262	1034	Bethany Street	1965	DUPLEX
HD	24	470-08-00-215	1049	Bethany Street	1899	TRIPLEX
HD	25	470-08-00-214	1053	Bethany Street	1945	SFR
HD	26	470-08-00-213	1057	Bethany Street	1945	SFR
HD	27	470-08-00-229	1004	Buist Avenue	1950	SFR
HD	28	470-08-00-230	1006	Buist Avenue	1950	SFR

HD	29	470-08-00-231	1010	Buist Avenue	1959	SFR
HD	30	470-08-00-232	1014	Buist Avenue	1945	SFR
HD	31	470-08-00-233	1018	Buist Avenue	1950	SFR
HD	32	470-08-00-224	1054	Buist Avenue	1945	DUPLEX
HD	33	470-08-00-153	1056	Buist Avenue	1956	SFR
HD	34	470-08-00-154	1058	Buist Avenue	1940	SFR
HD	37	470-08-00-188	4716	Colie Morse Lane	1922	SFR
HD	38	470-08-00-183	4717	Colie Morse Lane	1935	SFR
HD	39	470-08-00-189	4722	Colie Morse Lane	1940	SFR
HD	40	470-08-00-182	4723	Colie Morse Lane	1940	SFR

HD	41	470-08-00-190	4730	Colie Morse Lane	1945	SFR
HD	43	470-08-00-271	1004	Crawford Street	1930	SFR
HD	44	470-08-00-270	1005	Crawford Street	1940	SFR
HD	45	470-08-00-269	1007	Crawford Street	1931	SFR
HD	46	470-08-00-272	1010	Crawford Street	1940	SFR
HD	48	470-08-00-273	1022	Crawford Street	1940	SFR
HD	49	470-08-00-267	1023	Crawford Street	1945	SFR
HD	50	470-08-00-267	1023	Crawford Street	1945	SFR (IN REAR OF HOUSE)
HD	51	470-08-00-266	1027	Crawford Street	1940	SFR
HD	53	470-08-00-265	1029 A-B	Crawford Street	1940	DUPLEX
HD	54	470-08-00-281	1004	Delsey Street	1915	SFR

HD	55	470-08-00-280	1005	Delsey Street	1944	SFR
HD	56	470-08-00-282	1010	Delsey Street	1915	SFR
HD	57	470-08-00-279	1011	Delsey Street	1930	SFR
HD	58	470-08-00-283	1022	Delsey Street	1940	SFR
HD	59	470-08-00-278	1023	Delsey Street	1931	SFR
HD	60	470-08-00-284	1034	Delsey Street	1928	SFR
HD	61	470-08-00-156	4620	Oakwood Avenue	1945	DUPLEX
HD	63	470-08-00-157	4624	Oakwood Avenue	1945	DUPLEX
HD	64	470-08-00-158	4630	Oakwood Avenue	1945	DUPLEX
HD	65	470-08-00-159	4640	Oakwood Avenue	1955	DUPLEX
HD	67	470-08-00-163	4650	Oakwood Avenue	1948	SFR
HD	68	470-08-00-164	4654	Oakwood Avenue	1927	SFR

HD	69	470-08-00-165	4658	Oakwood Avenue	1935	SFR
HD	70	470-08-00-234	4602	O'Hear Avenue	1938	SFR
HD	72	470-08-00-223	4611	O'Hear Avenue	1948	SFR
HD	73	470-08-00-223	4611	O'Hear Avenue		SFR (IN REAR OF HOUSE)
HD	74	470-08-00-236	4612	O'Hear Avenue	1973	TRIPLEX
HD	76	470-08-00-222	4615	O'Hear Avenue	1930	SFR
HD	77	470-08-00-237	4620	O'Hear Avenue	1940	SFR
HD	78	470-08-00-221	4621	O'Hear Avenue	1930	SFR
HD	79	470-08-00-219	4625	O'Hear Avenue	1918	SFR
HD	80	470-08-00-238	4626	O'Hear Avenue	1940	SFR
HD	82	470-08-00-218	4631	O'Hear Avenue	1920	SFR
HD	83	470-08-00-250	4634	O'Hear Avenue	1930	SFR

HD	84	470-08-00-217	4635	O'Hear Avenue	1940	SFR
HD	86	470-08-00-216	4643	O'Hear Avenue	1940	SFR
HD	87	470-08-00-251	4644	O'Hear Avenue	1917	SFR
HD	88	470-08-00-253	4654	O'Hear Avenue	1917	SFR
HD	92	470-08-00-263	4672	O'Hear Avenue	1940	SFR
HD	93	470-08-00-264	4678	O'Hear Avenue	1940	SFR
HD	94	470-08-00-265	4684	O'Hear Avenue	1940	SFR
HD	95	470-08-00-274	4704	O'Hear Avenue	1940	SFR
HD	96	470-08-00-274	4704	O'Hear Avenue	1940	DUPLEX (IN REAR OF PROPERTY)
HD	97	470-08-00-211	4707	O'Hear Avenue	1936	SFR
HD	98	470-08-00-275	4712	O'Hear Avenue	1940	SFR
HD	99	470-08-00-209	4715	O'Hear Avenue	1937	SFR

HD	102	470-08-00-277	4722	O'Hear Avenue	1940	SFR
HD	103	470-08-00-206	4725	O'Hear Avenue	1930	SFR
HD	105	470-08-00-204	4733	O'Hear Avenue	1930	DUPLEX
HD	107	470-08-00-285	4738	O'Hear Avenue	1928	SFR
HD	109	470-08-00-274	4704-A	O'Hear Avenue	1940	SFR

North Charleston Conservation District Structure Index

DT	ID	TMS	Situs House No.	Situs Street Name	Year Built	Land Use (Chas. Co.)
CD	067	470-08-00-028	1055	Glenshaw Street	1926	SFR
CD	051	470-08-00-142	1077	Buist Avenue	1930	SFR
CD	111	470-08-00-174	4662	Jenkins Avenue	1935	SFR
CD	001	470-08-00-023	1049	Bexley Street	1940	SFR
CD	004	470-08-00-025	1052	Bexley Street	1940	SFR

CD	007	470-08-00-027	1056	Bexley Street	1940	SFR
CD	009	470-08-00-029	1058	Bexley Street	1940	SFR
CD	016	470-08-00-032	1068	Bexley Street	1940	SFR
CD	019	470-08-00-014	1071	Bexley Street	1940	SFR
CD	020	470-08-00-034	1072	Bexley Street	1940	SFR
CD	022	470-08-00-013	1075	Bexley Street	1940	SFR
CD	030	470-08-00-009	1083	Bexley Street	1940	SFR
CD	031	470-08-00-040	1084	Bexley Street	1940	SFR
CD	034	470-08-00-006	1089	Bexley Street	1940	SFR
CD	037	470-08-00-003	1095	Bexley Street	1940	SFR
CD	077	470-08-00-127	1071	Glenshaw Street	1940	SFR
CD	082	470-08-00-123	1079	Glenshaw Street	1940	SFR

CD	106	470-08-00-081	4625	Jenkins Avenue	1940	SFR
CD	117	470-08-00-121	4336	Oakwood Avenue	1942	DUPLEX
CD	045	470-08-00-150	1059	Buist Avenue	1943	SFR
CD	002	470-08-00-024	1050	Bexley Street	1944	SFR
CD	014	470-08-00-017	1065	Bexley Street	1945	SFR
CD	044	470-08-00-151	1053	Buist Avenue	1945	SFR
CD	049	470-08-00-147	1071	Buist Avenue	1945	SFR
CD	050	470-08-00-143	1075	Buist Avenue	1945	SFR
CD	066	470-08-00-131	1053	Glenshaw Street	1945	SFR
CD	136	470-08-00-096	4601	Oakwood Avenue	1945	SFR
CD	142	470-08-00-167	4673	Oakwood Avenue	1945	DUPLEX
CD	108	470-08-00-087	4632	Jenkins Avenue	1946	SFR

CD	138	470-08-00-093	4631	Oakwood Avenue	1946	SFR
CD	006	470-08-00-026	1054	Bexley Street	1947	SFR
CD	139	470-08-00-091	4651	Oakwood Avenue	1947	SFR
CD	015	470-08-00-016	1067	Bexley Street	1948	SFR
CD	052	470-08-00-325	1081	Buist Avenue	1950	SFR
CD	079	470-08-00-126	1073	Glenshaw Street	1950	SFR
CD	140	470-08-00-169	4661	Oakwood Avenue	1950	SFR
CD	043	470-08-00-152	1049	Buist Avenue	1952	SFR
CD	154	470-08-00-328	4525	O'Hear Avenue	1952	SFR
CD	021	470-08-00-035	1074	Bexley Street	1954	SFR
CD	032	470-08-00-008	1085	Bexley Street	1955	SFR
CD	055	470-08-00-106	1087	Buist Avenue	1955	SFR

CD	057	470-08-00-105	1089	Buist Avenue	1955	SFR
CD	061	470-08-00-103	1093	Buist Avenue	1955	SFR
CD	062	470-08-00-102	1095	Buist Avenue	1955	SFR
CD	069	470-08-00-130	1059	Glenshaw Street	1955	SFR
CD	103	470-08-00-083	4605	Jenkins Avenue	1955	SFR
CD	107	470-08-00-086	4626	Jenkins Avenue	1955	SFR
CD	112	470-08-00-041	4316	Oakwood Avenue	1955	SFR
CD	121	470-08-00-117	4403	Oakwood Avenue	1955	SFR
CD	059	470-08-00-104	1091	Buist Avenue	1958	SFR
CD	109	470-08-00-346	4638	Jenkins Avenue		SFR

(Ord. No. 2008-22, § 2, 4-24-2008)

Sections 10-51—10-59. - Reserved.

Section 10-60. - Predominant style index.

Predominant Styles:

Minimal Traditional Cottage

Defining characteristics:

- Generally 1 or 1½ stories.
- Simple in form with little or no ornamentation.
- Typically wood-sided.
- Low-pitched gable roofs.

Craftsman style

Defining characteristics:

•Generally 1 or 2 stories.

•Commonly clad with stone, brick or stucco.

•Low-pitched front side gable roofs.

•Wide-eave overhangs, typically with exposed rafters and triangular knee braces.

•Full-width porches with heavy, square battered columns and piers that extend to the ground.

Colonial Revival

Defining characteristics:

- Generally 2 stories with a symmetrical façade.
- Typically side gabled or gambrel roofs.
- Dominant entrance, usually with a decorative pediment supported by slender columns or pilasters.
- Windows are often paired and have double hung, multi-panel sashes.

Tudor Revival

Defining characteristics:

- Generally 2 stories.
- Steeply pitched roof, usually side-gabled.
- Façade dominated by one or more prominent gables.
- Brick, stone and stucco veneers and decorative half timbering.
- Grouped, tall narrow windows, with multi-pane glazing.
- Massive chimneys, with decorative chimney pots on each flue.

Prairie Style

Defining characteristics:

•Horizontal lines.

•Flat or low-pitched hip roof.

•Broad, overhanging eaves.

•Windows grouped in horizontal bands.

•Integration with landscape.

•Solid, thick construction.

Charleston Single

Defining characteristics:

•1 or 2 stories.

•One room wide.

•Two rooms deep.

•A gabled roof with the gable side facing the street.

(Ord. No. 2008-22, § 2, 4-24-2008)

ARTICLE XI. - STANDARDS FOR PLACEMENT OF SMALL WIRELESS FACILITIES IN COVERED AREAS

Section 11-1. - Definitions.

The definitions set forth in this appendix A, section 11-1 are only applicable to article XI of the zoning ordinance, and to the extent any of the defined terms are inconsistent with the same term defined in article IX of this zoning ordinance, the definitions set forth in this article XI shall control.

Accessory equipment means any equipment serving or being used in conjunction with a wireless facility or wireless support structure. This equipment includes, but is not limited to, utility or transmission equipment, power supplies, electric meter, concealment elements, telecommunications demarcation box, ground-based enclosures, grounding equipment, power transfer switch, cut-off switch, and vertical cable runs for the connection of power and other services.

Administrative approval means zoning approval that the zoning director or designee is authorized to grant after administrative review.

Administrative review means an evaluation of an application for small wireless facility by the zoning director or the evaluation of an application for encroachment permit by the public works director or their designee.

Antenna means communication equipment that transmits or receives electromagnetic radio frequency signals used in the provision of wireless services.

Applicable codes means uniform building, energy, electrical, plumbing, mechanical, gas, and fire codes in S.C. Code 1976, Title 6, Chapter 9, local amendments to those codes authorized by state law, and local codes or ordinances which impose requirements defined in section 11-5 of this article including objective design and concealment standards to regulate location, context, material, color, stealth and concealment standards on a uniform and nondiscriminatory basis.

Applicant means any person who submits an application for encroachment permit or application for small wireless facility to the city and is a wireless services provider or a wireless infrastructure provider.

Application for encroachment permit means an application submitted by an applicant for an encroachment permit to be reviewed by the department of public works. In the proper context, an application for encroachment permit may be referred to as an application.

Application for small wireless facility means an application submitted by an applicant for a permit to: (i) collocate a small wireless facilities; or, (ii) construct, install, maintain, operate, replace or modify a utility pole, wireless support structure or decorative pole. In the proper context, an application for small wireless facility may be referred to as an application.

Cable, communications, fiber or electric easement means an easement, granted to a cable or video service provider, a communications service provider (including, without limitation, a telephone utility), a fiber optics cable services provider, or an electric services provider created or authorized by state law to provide such services, that runs parallel to and abuts or is within a rights-of-way and is occupied by existing utility poles or wireless support structures carrying electric distribution lines, wires, cable, conduit, fiber optic cable for

telecommunications, cable or electric service or supporting municipal street lights, or security lights. The term cable, communications, fiber or electric easement excludes easements for service drops or lines connecting the customer's premises to the cable, communications, fiber or electrical provider.

City-owned pole means (i) a utility pole owned or operated by the city in covered areas, including a utility pole that provides lighting or traffic control functions, or other law enforcement functions, including light poles, traffic signals, and structures for signage, and (ii) a pole or similar structure owned or operated by the city in a covered area that supports only wireless facilities.

Collocate means to install, mount, maintain, modify, operate, or replace one (1) or more wireless facilities on, under, within, or adjacent to an existing wireless support structure or utility pole located in covered areas within the jurisdiction of the city. Collocation has a corresponding meaning.

Concealment elements means any design feature, including, but not limited to, painting, landscaping, and/or shielding requirements and restrictions on proportions, or physical dimensions in relation to the surrounding area or supporting structures that are intended to make a wireless facility or any supporting structure supporting it less visible to the casual observer.

County means as applicable either Berkeley, Charleston or Dorchester County.

Covered areas means the surface of, and space above and below, any public rights-of-way, ROW, city rights-of-way, public rights-of-way, and cable, communications, fiber or electric easement as those terms are defined herein.

Day means calendar day unless the last day for the city or an applicant to act under this article ends on a weekend, holiday, or time when all but city emergency services are closed due to weather or some unforeseen situation.

Decorative pole means a pole specially designed and placed for aesthetic purposes and on which no appurtenances or attachments, other than specially designed informational or directional signage or a temporary holiday or special event attachments, have been placed or are permitted to be placed according to nondiscriminatory municipal practices.

Design district means an area that is zoned, or otherwise designated by a city ordinance, and for which the city maintains and enforces unique design and aesthetic standards on a uniform and nondiscriminatory basis.

Facilities means any equipment and physical assets owned by a permittee or by a permittee's customers and under the control of the permittee that are reasonably necessary and appropriate for the provision of wireless services including, but not limited to wireless facilities, small wireless facilities, accessory equipment, aboveground and underground fiber optic and coaxial cable, conduit, wires, and any supporting structures such as utility poles, wireless support structures, or decorative poles, whether existing, replacement or new structures, and whether referred to singly or collectively.

Fee means a one-time charge.

Historic district means an area that is zoned or otherwise designated as a historic district under municipal, state or federal law and for which the city maintains and enforces unique design and aesthetic standards on a uniform and nondiscriminatory basis.

Micro wireless facility means a small wireless facility that meets the following qualifications: (i) is not than two and one-half (2.5) cubic feet, excluding a single antenna and mount; and (ii) any exterior antenna or mount is no longer than eleven (11) inches.

Permittee means any person that has been granted approval of an application for encroachment permit or application for small wireless facility in the covered areas pursuant to this article, including its successors and assigns.

Person means an individual, corporation, limited liability company, partnership, association, trust, or other entity or organization, including the city.

Public works director means the director of the department of public works for the City of North Charleston or his/her designee. In the proper context, the public works director may be referred to as the director. The public works director and the zoning director may be referred to herein collectively as the directors.

Rate means a recurring charge.

Rights-of-way or ROW or city rights-of-way or public rights-of-way means that area on, below, or above a public roadway, highway, street, sidewalk, alley dedicated to, managed or controlled by the city, county or the State of South Carolina, but not including a federal interstate highway, in the city.

Small wireless facility means a wireless facility that meets both of the following qualifications: (i) each antenna is located inside an enclosure of no more than six (6) cubic feet in volume, or, in the case of an antenna that has exposed elements, the antenna and all of its exposed elements could fit within an imaginary enclosure of not more than six (6) cubic feet; and (ii) all other wireless equipment associated with the facility is cumulatively no more than twenty-eight (28) cubic feet in volume. The following types of associated accessory equipment are not included in the calculation of equipment volume: electric meter, concealment elements, telecommunications demarcation box, ground-based enclosures, grounding equipment, power transfer switch, cut-off switch, and vertical cable runs for the connection of power and other services.

Tower means any structure built for the sole or primary purpose of supporting any Federal Communications Commission (the FCC) licensed or authorized antennas and their associated facilities, including structures that are constructed for wireless communications services including, but not limited to, private, broadcast, and public safety services, as well as unlicensed wireless services and fixed wireless services such as microwave backhaul. This definition does not include utility poles. It is the intent of this article for this definition to be consistent with that definition set forth in 47 C.F.R. 1.40001(b)(9). No tower may be constructed in the covered areas.

Transmission pole means a pole or similar structure that is used in whole or in part to carry electric transmission (as opposed to distribution) lines.

Underground district means an area that is designated by ordinances, zoning regulations, state law, private deed restrictions, including, but not limited to, any such district established pursuant to chapter 17, article VII of the Code of Ordinances, and other public or private restrictions, that prohibit installing above-ground structures in a covered area and for which the city maintains and enforces standards on a uniform and nondiscriminatory basis.

Utility pole means a pole or similar structure that is used in whole or in part for the purpose of carrying electric distribution lines or cables or wires for telecommunications, cable or electric service, or for lighting, traffic control devices, traffic control or directional signage, or a similar function regardless of ownership, including city-owned poles. Such term shall not include structures supporting only wireless facilities, nor shall it include wireless support structures or decorative poles.

Wireless facility means equipment at a fixed location that enables wireless services between user equipment and a communications network, including: (i) equipment associated with wireless communications; (ii) radio transceivers, antennas, coaxial or fiber-optic cable, regular and backup power supplies, and comparable equipment, regardless of technological configuration. The term includes small wireless facilities. The term does not include the structure or improvements on, under, or within which the equipment is collocated, wireline backhaul facilities, coaxial or fiber optic cable that is between wireless support structures or utility poles or coaxial or fiber optic cable that is otherwise not immediately adjacent to, or directly associated with, an antenna.

Wireless infrastructure provider means any person including a person authorized to provide telecommunications service in the state, that builds, installs or maintains utility poles, wireless communication transmission equipment, wireless facilities or wireless support structures.

Wireless services means any services provided using licensed or unlicensed spectrum, including the use of Wi-Fi, whether at a fixed location or mobile, delivered to the public using wireless facilities.

Wireless service(s) provider means a person who provides wireless services.

Wireless support structure means a freestanding structure or other existing or proposed structure designed to support or capable of supporting wireless facilities. Such term shall not include a utility pole.

Zoning director means the zoning administrator of the City of North Charleston or his/her designee. In the proper context, the zoning director may be referred to as the director. The public works director and the zoning director may be referred to herein collectively as the directors.

(Ord. No. 2019-035, 6-27-2019)

Section 11-2. - Purpose and scope.

(a) The purpose of this article is to provide policies and procedures for the placement of small wireless facilities in covered areas within the jurisdiction of the city.

(b) It is the intent of this article to establish uniform standards including, but not limited to:

(1) Prevention of interference with the use of streets, sidewalks, alleys, parkways, utility poles, and other public ways and places;

(2) Prevention of visual and physical obstructions and other conditions that are hazardous to vehicular and pedestrian traffic;

(3) Prevention of interference with other facilities and operations of existing facilities lawfully located in covered areas or public property;

(4) Preservation of the character of neighborhoods where facilities are installed;

(5) Preservation of the character of historic structures, or historic neighborhoods, including, but not limited to, such structures or neighborhoods listed on the National Register of Historic Places or locally designated historic districts; and

(6) Facilitation of the rapid deployment of small wireless facilities to provide the citizens with the benefits of advanced wireless services.

(c) It is the intent of this article to ensure the continued compliance with the existing Code of Ordinances, as well as applicable federal statutes and the rules and regulations of the FCC, including, but not limited to:

(1) The provisions of article V, section 17-141, of this [Code] regarding the "use of streets by utilities," as amended, shall continue to apply to the use of the covered areas as defined herein.

(2) The provisions of article V, public rights-of-way consent, section 10.5-147 of the Code titled "public rights-of-way consent fee for telecommunications companies using city-owned or controlled streets to provide telecommunications services" shall apply to any application for small wireless facility or application for encroachment permit under this article;

(3) The provisions of article III, telecommunications and cable code, section 10.5-50.1 of the Code titled "business license tax on retail telecommunications services" shall apply to any wireless infrastructure provider or wireless services provider providing retail telecommunications services in the city;

(4) To ensure compliance with 47 U.S. Code Section 253—Removal of Barriers to Entry; 47 U.S. Code Section 332(c)(7)—Mobile Services; Federal Communications Commission Declaratory Ruling and Report and Third Order released September 27, 2018 (the "Small Wireless Facility Order") and the Federal Communications Commission Final Rules attached to the Small Wireless Facility Order as Appendix A, both as may be amended in the future (the "FCC Final Rules").

(Ord. No. 2019-035, 6-27-2019)

Section 11-3. - Permitted use and consent.

(a) *Consent subject to satisfaction of conditions*. In accord with Article VIII, Section 15 of the State Constitution and related municipal code and ordinance provisions, the city consents to the use of public rights-of-way by applicants, and for the collocation of a small wireless facility on an existing utility pole, wireless support structure, or decorative pole, or for the placement of a new, modified

or replacement utility pole, wireless support structure or decorative pole for the collocation of a small wireless facility, installed in the covered areas, and for the installation of other facilities necessary for the operation of any such small wireless facility, subject to the following requirements:

(1) *Administrative review*. The applicant's compliance with the administrative review process set forth herein, and the satisfaction of the conditions and other requirements of this article;

(2) *SCDOT/county encroachment permit*. An applicant obtaining any required SCDOT or county issued encroachment permits issued by the South Carolina Department of Transportation (the "SCDOT") or county as to state or county owned or controlled rights-of-way;

(3) *Compliance with ordinances*. The applicant is acting in compliance with this article, the policies governing the use of the city's rights-of-way by the department of public works as they may be adopted and amended from time to time, and any other relevant city ordinance, including, but not limited to those portions of the Code of Ordinances referenced in appendix A, subsection 11-2(c) herein;

(4) *Payment of consent fees*. Payment of the annual municipal consent fee for telecommunications companies to use public rights-of-way as required by S.C. Code 1976, § 58-9-2230, and to the extent not already paid, the initial consent fee shall be paid to the city on or before the approval of any application for small wireless facility or application for encroachment permit, and thereafter, on January 2 of each calendar year that any permit issued pursuant to this article by the zoning director or the director of public works remains in effect;

(5) *Payment of business license taxes*. Payment by the applicant, or any wireless services provider that shall provide any type of retail telecommunications services, as that term is defined in S.C. Code 1976, § 58-9-2200, from the proposed small wireless facility, of the required annual maximum business license tax as required by S.C. Code 1976, § 58-9-2220;

(6) *Limited scope of consent to use public rights-of-way*. The city's consent to the use of the public rights-of-way and/or the issuance of any permit under this article for the use of the public rights-of-way shall be limited and restricted as follows:

a. It shall be non-exclusive;

b. It shall be at the applicant's or permittee's sole cost and expense;

c. It shall be subject to all deeds, easements, dedications, conditions, covenants, restrictions, encumbrances, and claims of title of record which may affect the public rights-of-way;

d. It does not grant any permittee any property interests in the public rights-of-way;

e. Any permit issued is not divisible, and the permittee may not grant any person the right to use or occupy the public rights-of-way; and

f. Is limited to the specific and exclusive purposes as stated herein.

(7)

No rights of use of structures or property. The city's consent to the use of the public rights-of-way or the approval of any application for small wireless facility or the issuance of any encroachment permit does not automatically confer upon any applicant or person any right to place or attach any wireless facilities directly upon or to structures located in the covered areas, including city-owned poles, that are owned by the city or by a third party, or to install wireless facilities on land or structures owned by the city or a third party outside the covered areas, unless and until any and all required additional rights or permission is obtained from the land or structure owned by the city or a third party.

(b) *Permits required*. No person shall collocate a small wireless facility, or modify or install a utility pole, wireless support structure or decorative pole in the covered areas as contemplated by this article without first filing a small wireless facility application and obtaining a permit, and to the extent relevant, filing an application for an encroachment permit and obtaining an encroachment permit. For purposes of clarity, no type of tower as that term is defined in appendix A, section 11-1 herein shall be permitted in the covered areas. This requirement shall apply to all covered areas.

(c) *Permit applications*. All applications for a small wireless facility filed pursuant to this article shall be on an electronic form, as it may be amended from time to time by the zoning director, as required by the city. All applications for encroachment permit shall be on an electronic form, as it may be amended from time to time by the public works director, as required by the city. The applicant may designate portions of its applications materials that it reasonably believes contain proprietary or confidential information as "proprietary" or "confidential" by clearly marking each page of such materials accordingly, and the city shall endeavor to protect materials so designated from public disclosure to the fullest extent permitted by state law.

(d) *Application for small wireless facility requirements*. The application for a small wireless facility permit and/or the application for encroachment permit shall be made by the applicant, or its duly authorized representative as noted in a notarized statement from a person with the applicant with authority to make such an authorization, and shall contain that information required in the application forms, that information otherwise required by this article, and shall also contain the following information and certifications:

(1) The applicant's name, address, telephone number, and e-mail address;

(2) Facility owner's name, address, telephone number, and email address, if different from applicant;

(3) The intended use of the small wireless facility;

(4) The names, addresses, telephone numbers, and e-mail addresses of all consultants, if any, acting on behalf of the applicant concerning the filing of an application;

(5) A general description of the proposed scope of work for the collocation of the small wireless facility or the replacement or construction of a new, modified or replacement utility pole, wireless support structure or decorative pole for the placement of a small wireless facility. The

scope and detail of such description shall be appropriate to the nature and character of the work to be performed, with special emphasis on those matters, including but not limited to sub-surface utilities, likely to be affected or impacted by the work proposed;

(6) Engineering drawings or site plans that demonstrate the following:

a. Height, size, shapes, and colors of the proposed small wireless facility, utility pole, wireless support structure, decorative pole, accessory equipment, facilities, any proposed utility connections, and any proposed ground mounted or underground accessory equipment.

b. How the small wireless facility, accessory equipment and any other related equipment shall be placed upon the utility pole, wireless support structure or decorative pole, and to the extent not placed on the utility pole, wireless support structure or decorative pole, the location and dimensions of any accessory equipment that will be placed on the ground or underground.

c. Applicable signage required by the owner of the utility pole, wireless support structure or decorative pole warning anyone working on or near the utility pole, wireless support structure or decorative pole of potential radio frequency emissions; and a marker or insignia legible at street level identifying the owner of the small wireless facility and its contact information for emergency purposes.

d. To the extent required by the owner of the utility pole, wireless support structure or decorative pole, or the city, the location of a power cut-off switch that operates to terminate electrical power to any part of the small wireless facility emitting radio-frequency radiation, as well as proper signage to demonstrate the location of the cut-off switch and its proper operation.

e. Documentation, both written and visual, demonstrating how the small wireless facility, utility pole, wireless support structure or decorative pole are consistent with both:

1. The overall design and character of the neighborhood and locations in which it will be placed, and with publicly available planned improvements to those neighborhoods; and

2. With the corridor in which they may be placed, including publicly available planned corridor improvements, including, but not limited to, planned undergrounding of utilities.

f. Identify any design district or historic district that the small wireless facility may be located in, and how the applicant meets any additional requirements of such design district or historic district.

g. Identify if the location of the small wireless facility is in any defined underground district, including publicly available planned corridor improvements, including, but not limited to, planned undergrounding of utilities.

h.

Identify the location of all facilities, and for any fiber optic or coaxial cable, conduit or wires, identify the specific location of such facilities, if they are overhead or underground, and the path of its beginning and its end. This location demonstration should specifically identify which small wireless facilities any such fiber optic or coaxial cable, conduit or wires shall connect to.

(7) Identification of any wireless services provider that will provide wireless services at the location of the small wireless facility (e.g., the owner of the small wireless facility shall allow a wireless provider to transmit its radio frequency through the small wireless facility);

(8) When an application for a small wireless facility is part of a larger network of planned small wireless facilities, provide plans for the proposed network of small wireless facilities as a whole so that the directors may evaluate the planned small wireless facilities project as a whole in order to ensure the overall aesthetic impact of the project or other potential negative impacts to the safety of the covered areas is minimized.

(9) Evidence that the utility pole, wireless support structure, or decorative pole, or any new, modified or replacement utility pole, wireless support structure or decorative pole has the structural capacity for the collocation of a small wireless facility and all accessory equipment.

(10) Certificates of insurance in the form meeting the requirements of appendix A, section 11-8 herein.

(11) Certification from an appropriate representative of the applicant that the small wireless facility shall comply with all applicable codes;

(12) Verification of payment of the annual municipal consent or administrative fee for telecommunications companies to use public rights-of-way pursuant to S.C. Code 1975, § 58-9-2230;

(13) Verification of a local business license held by the applicant and the applicant's customer which will transmit or receive radio frequency emissions from the small wireless facility, if applicable;

(14) Evidence the applicant and the applicant's customer who will transmit or receive radio frequency emissions from the small wireless facility, if applicable, are duly authorized to do business in South Carolina;

(15) Evidence the applicant has received any necessary certificate of public convenience and necessity or other required authority from the South Carolina Public Service Commission or the FCC or evidence that it is not required;

(16) A copy of an approved SCDOT encroachment permit and all documents required by SCDOT as part of the SCDOT encroachment permit application, if the proposed location is within a SCDOT right-of-way, or a copy of a county encroachment permit and all documents required by the county as part of the county encroachment permit application, if the proposed location is within a county right-of-way;

(17)

A copy of the applicant's license, lease, attachment agreement or other authorization (with financial and other commercial terms and conditions redacted) from the owner of the utility pole, wireless support structure or decorative pole proposed for collocation of a small wireless facility;

(18) Any other additional information relevant to the applications as may be deemed relevant by either the zoning director or the director of public works as may be permitted by applicable state and federal laws; and

(19) Written acknowledgement by the applicant that no rights of ownership by applicant's customers who will transmit or receive radio frequency emissions from the small wireless facility shall permit any such customer to enter upon, or use the rights-of-way, in any other manner or at any other place, including to add to, or modify or install any wireless facilities at any proposed location, which shall be applicant's sole responsibility. Further, applicant may not install any wireless facilities it does not own at a proposed location unless the person for on whose behalf the equipment will be installed acknowledges and agrees, in a form acceptable to the city attorney, that the city has not granted it a franchise or consent to be in the rights-of-way for the installation of the wireless facilities subject of any application; that it is bound by the applicant's representations; that it shall have no rights or claims against the city of any sort related to the wireless facilities; that its facilities may be subject to taxes, fees or assessments as provided in this article, and that the city may treat any equipment owned by such person as if it were owned by the applicant for all purposes (including, but not limited to, removal and relocation). The acknowledgment and agreement may be provided for all locations within the city, and need not be provided separately, site by site.

(20) Applicants are encouraged to design any new, modified, or replacement utility poles, wireless support structures or decorative poles such that each may accommodate the equipment of multiple wireless service providers.

(21) All applications for small wireless facilities shall contain the following sworn certification:

a. The small wireless facility will be suitably designed, installed and maintained in accordance with good and safe engineering practices, and will comply with applicable ground clearances, electrical safety clearances, and other standard requirements of the National Electrical Safety Code (the "NESC"), and all applicable federal, state and local laws.

b. That all radio frequency radiation emitted from the small wireless facility will be and shall remain at all times in compliance with all applicable governmental and industry safety codes as applied in circumstances where there is uncontrolled access to the radio frequency radiation emitted from the small wireless facility.

c. The small wireless facility shall not result in human exposure to radio frequency radiation in excess of the applicable safety standards specified in 47 C.F.R. Section 1.1307(b) as set forth in the FCC Final Rules.

d.

The installation and operation of the small wireless facility will not interfere with any existing public or private utility systems, or any public safety systems.

e. The owner or permittee of the small wireless facility, including any wireless services provider utilizing the small wireless facility, will comply with any environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to the small wireless facility's installation, maintenance, operation, removal, or abandonment.

f. The owner or permittee of the small wireless facility, including any wireless service provider utilizing the small wireless facility, and the small wireless facility itself, shall upon its installation and for all periods thereafter, comply with all applicable codes.

(e) *Routine maintenance and replacement*. An application for small wireless facility shall not be required for:

(1) Routine maintenance of an existing permitted small wireless facility; or

(2) The installation, placement, maintenance, operation, or replacement of micro wireless facilities that are strung on cables between existing utility poles and/or wireless support structures in compliance with the National Electrical Safety Code by a wireless services provider or a wireless infrastructure provider that is authorized to occupy the public rights-of-way pursuant to an existing valid encroachment permit or SCDOT or county encroachment permit, and that is remitting to the city on an annual basis a consent, franchise, or administrative Fee pursuant to S.C. Code 1976, § 58-9-2230.

(f) *Information updates*. Any amendment to information contained in either an application for a small wireless facility or application for encroachment permit shall be submitted in writing to the zoning director or director of public works within ten (10) business days after the change necessitating the amendment.

(g) *Application fees*. Applications for small wireless facilities under this article and applications for encroachment permits shall be accompanied by a fee as set by the city from time to time for each such application by the city or the directors. Any fees charged for any application necessary for the approval of all components of the small wireless facility shall be consistent with those amounts as outlined in the small wireless facility order, the FCC Final Rules, any limitations imposed by S.C. Code 1976, §§ 58-9-2220 and 58-9-2230, and any future legislation approved by the South Carolina General Assembly.

(h) *No interference with public safety*. A small wireless facility shall be operated and maintained in a manner that does not interfere with public safety (police, traffic control, fire and emergency services) equipment.

(Ord. No. 2019-035, 6-27-2019)

Section 11-4. - Action on applications/timelines for review and approval/denial.

(a) *Review of small wireless facility applications*. The zoning director shall review any application for a small wireless facility permit and the and director of public works shall review any application for an encroachment permit, and to the extent applicable, the zoning board of appeals shall hear and decide any appeal of any decision by the directors. The directors shall review all applications for conformity with the applicable requirements of this article and other Code or requirements, including electrical permit applications and building permit applications, and shall issue all required permits for the construction of a small wireless facility or any encroachment permit on nondiscriminatory terms and conditions subject to the following requirements:

(1) *Initial review/notification of completeness*. Within ten (10) days of receiving any application necessary for the complete approval of a new small wireless facility in the covered areas, the directors must determine and notify the applicant whether the application is complete; or if an application is incomplete, the directors must specifically identify in writing that the application is materially incomplete and specifically identify the missing documents or information that the applicant must submit to render the application complete and the specific provision of this article, rule or regulation creating this obligation. An application is incomplete if it omits or withholds any required information or fails to provide information in sufficient detail to determine whether the work will be performed in accordance with and will result in a small wireless facility that complies with all applicable Code, applicable codes, and other applicable laws. If the applicant responds, but the application remains incomplete, the applicable directors shall notify the applicant in writing that the application remains incomplete within ten (10) days, and also identify the missing documents or information that the applicant must submit to render the application complete and the specific provision of this article, rule or regulation creating this obligation. If an applicant is notified that the application is incomplete, the time for all approvals is reset.

(2) *The timing of a final decision*. The directors shall make their final decision to grant administrative approval or deny an application for collocation of a small wireless facility, an application to modify a utility pole, wireless support structure or decorative pole for collocation of a small wireless facility, or an application for encroachment permit within sixty (60) days of submission of the completed applications. The directors shall make their final decision to grant administrative approval or deny an application for a new, modified or replacement utility pole, wireless support structure, or decorative pole for the placement of a small wireless facility and application for encroachment permit within ninety (90) days of submission of the completed applications.

(3) *Tolling agreement*. Notwithstanding the time requirements set forth herein, the directors may enter into an agreement with any applicant extending the time for action on any application, where such an extension is permitted under applicable law.

(b) *Approval or denial of applications*. If the zoning director determines that the application for a small wireless facility and the public works director determines that the application for encroachment permit comply with the requirements of this article, and each director determines that the applications comply with any other applicable Code, and that that the small wireless facility has been designed in a manner that meets the requirements of this article and as well the existing publicly available planned design of the neighborhood, corridor or covered areas in which it is to be placed, the applications may be approved. Otherwise, the applications may be denied. Decisions to approve or deny an application are final but subject to appeals to the zoning board of appeals as set forth herein.

(1) *Notification of decision*. The directors shall notify the applicant in writing of the final decisions, and if any application is denied, specify the basis for a denial, including citations to federal, state or local code provisions or statutes on which the denial was based.

(2) *Revised applications/resubmittal*. Notwithstanding an initial denial, the applicant may cure the deficiencies identified by the directors and resubmit the application within thirty (30) days of the denial, and the directors shall grant administrative approval or deny the revised application within thirty (30) days of receipt of it. The subsequent review by the directors shall be limited to the deficiencies cited in the original denial.

(3) *Denial of encroachment permits*. The public works director may deny any application for encroachment permit to the extent it is determined that due to insufficient capacity, safety, reliability, or engineering concerns, existing infrastructure is not adequate to support the proposed installation; or the installation or modifications will unduly interfere with other uses of the rights-of-way, or require construction that will be unduly disruptive; or which may not meet the requirements of article V, section 17-141 of the Code of Ordinances, or any other rules and regulations of the city regarding the use of its rights-of-way. The public works director may condition the grant of any encroachment permit upon any conditions deemed necessary. No application for small wireless facility shall be approved if the application for encroachment permit is denied.

(4) *Appeals*. Appeals of any administrative reviews under this article shall be heard and decided by the zoning board of appeals pursuant to Appendix A, section 7-6 of the Code of Ordinances. Any decision adverse to the applicant must be appealed to the zoning board of appeals within ten (10) business days after the issuance of the decision, and in each case where there is a claim by the applicant that the denial of the application will prohibit or have the effect of prohibiting the provision of personal wireless services within the meaning of 47 U.S. Code Section 253(a)—Removal of Barriers to Entry; 47 U.S. Code Section 332(c)(7)—Mobile Services, as further set forth in the Small Wireless Facility Order and the FCC Final Rules. The board of zoning appeals shall hear and determine the appeal applying the standards set forth in this article, and those standards set forth in the small wireless facility order and the FCC final rules to determine if the denial of an application results in an effective prohibition of service. To the extent that an

applicant makes a claim that any preliminary denial will result in an effective prohibition within the meaning of 47 U.S. Code Section 253(a) or 47 U.S. Code Section 332(c)(7), such claim must be supported by testimony and presented by persons with the requisite knowledge, credentials and qualifications to make and establish such facts to prove the claim. The zoning board of appeals shall hear and decide upon any such appeal within those timeframes set forth in appendix A, section 11-4 herein, unless all interested parties enter into a tolling agreement, as defined in appendix A, subsection 11-4(a)(iii).

(c) *Review of eligible facilities requests*. Notwithstanding any other provisions of this article, the directors shall grant administrative approval and may not deny applications that constitute eligible facilities requests for modification of an eligible support structure that does not substantially change the physical dimensions of such structure as provided in 47 CFR 1.40001, within sixty (60) days according to the procedures established under 47 CFR 1.40001(c). Any approval shall be operative, and any permit issued under this subsection shall remain in effect only so long as federal law, 47 U.S.C. 1455, and the FCC regulations established under 47 CFR 1.40001 require the approval of an eligible facilities request as defined therein. By approval, the city solely intends to comply with a requirement of federal law and not to grant any property right or interests except as compelled by federal law.

(d) *Compensation*. Every administrative approval of an application shall include as a condition the applicant's agreement to pay such lawful business license taxes, administrative fees and consent fees as are permitted under applicable South Carolina and federal law. The applicant shall also pay all applicable ad valorem taxes, service fees, sales taxes, or other taxes and fees as may now or hereafter be lawfully imposed on other businesses within the city.

(Ord. No. 2019-035, 6-27-2019)

Section 11-5. - Requirements for small wireless facilities in covered areas.

(a) *Administrative review*. The zoning director shall perform an administrative review of all applications for small wireless facilities, and the public works director shall perform an administrative review of applications for encroachment permits; and the directors in their applicable roles shall review any of such applications which request approval of the location of or the installation, of a new, modified, or replacement utility pole, wireless support structure or decorative pole, as well as the collocation of a small wireless facility and any accessory equipment on utility poles, wireless support structures, or decorative poles. Review factors, in addition to the information required to be filed with the applications as set forth in appendix A, section 11-3(d) herein, shall include the size, shape, color, texture, and materials of the structures and attachments. The directors shall also consider the following additional review factors in approving or denying any application.

(1) *Design requirements*. The directors may require a proposed small wireless facility, utility pole, wireless support structure or decorative pole to be designed to not be significantly more readily apparent or plainly visible (to a reasonable person of ordinary sensibilities) from covered areas

than existing utility poles, utility structures, and equipment located within five hundred (500) linear feet within the same covered area as the proposed small wireless facility, utility pole, wireless support structure or decorative pole. It shall be the responsibility of the applicant to provide visual evidence and surveys as part of the application demonstrating the visibility, height, type, and characteristics of the existing utility poles, utility structures, and equipment located within five hundred (500) linear feet of the proposed installation of the small wireless facility, utility pole, wireless support structure or decorative pole. Any facilities placed in the covered areas, including the small wireless facility, utility pole, wireless support structure, decorative pole, and all accessory equipment must be consistent with the overall design and character of the surrounding area, and the corridor in which it is to be placed, including, but not limited to, all publicly available planned corridor improvements.

(2) *Sizing*. Any equipment installed as part of a small wireless facility and accessory equipment shall be minimized so that the small wireless facility and any accessory equipment is as unobtrusive as technically feasible.

(3) *Concealment requirements*. Where small wireless facilities, new or replacement utility poles, wireless support structures or decorative poles are determined to be appropriate, the use of reasonable stealth and concealment elements, low profile equipment and control boxes, and screening may be required to avoid negative impacts on the character and visual aesthetics of the surrounding area or the corridor. Antennas associated with a small wireless facility which are placed on a utility pole, wireless support structure or decorative pole should be colored to match or complement the color of the utility pole, wireless support structure or decorative pole and mounted in an as unobtrusive manner as technically feasible and incorporate concealment elements. Antennas should be placed in a shroud at the top of the utility pole if the owner of the utility pole permits it, and the shroud shall meet the volumetric limitations of a small wireless facility. When the antenna cannot be placed at the top of the utility pole, it may be placed in the communications space on a cross-arm parallel to and consistent with the placement of cross-arms on utility poles in the same covered area and with antennas and cross-arms sized and mounted to minimize their obtrusiveness. However, such requirements may be waived by the directors upon a showing that the particular location of a small wireless facility does not warrant stealth or concealment elements.

(4) *Accessory equipment*. Accessory equipment to the extent permitted to be attached to the utility pole, wireless support structure or decorative pole shall be mounted or placed in an as unobtrusive manner as technically feasible and incorporate concealment elements.

(5) *Maximum height of antennas*.

a. Subject to the more restrictive requirements set forth in this article, including those covered areas located in existing or future underground districts, historic districts, or design districts, the height of an antenna of a collocated small wireless facility shall be limited to the greater of ten (10) feet above:

1. The height of an existing or modified utility pole, wireless support structure or decorative pole; or
2. The height of a new or modified utility pole, wireless support structure or decorative pole as provided in subsection b. below.

b. Subject to the more restrictive requirements set forth in this article, including those covered areas located in existing or future underground districts, historic districts, or design districts, the height of a new or modified utility pole, wireless support structure, or decorative pole is limited to the greater of (a) the tallest utility pole, excluding transmission poles, located in the same covered area, measured from grade, in place within five hundred (500) linear feet on the same covered area as the subject utility pole, wireless support structure or decorative pole, not to exceed fifty (50) feet; or (b) in the absence of any such utility pole, wireless support structure or decorative pole, either (i) forty (40) feet in an area zoned exclusively for single-family residential use, unless a waiver is granted for good cause shown, or (ii) fifty (50) feet in any other area. It shall be the responsibility of the applicant to provide visual evidence and surveys as part of the application demonstrating the type and height of any existing utility pole, excluding transmission poles, located in the same covered area located within five hundred (500) linear feet of the proposed installation of the small wireless facility.

(6) *Underground districts*. A wireless services provider or a wireless infrastructure provider shall comply with nondiscriminatory requirements that prohibit electric utilities, telecommunications or cable providers from installing above-ground structures in the covered areas in existing and future underground districts. Where small wireless facilities have been permitted under this article in a covered area and the city enacts future nondiscriminatory requirements that prohibit electric utilities, telecommunications or cable providers from installing above-ground structures in the covered areas in the new underground district, all small wireless facilities and utility poles, wireless support structures and decorative poles permitted under this article shall be removed from the covered areas or placed underground at the expense of the permittee, unless otherwise directed by the city. Nothing in this appendix A, section 11-5 shall prohibit the use or modification or replacement of existing Utility Poles in underground districts for the collocation of small wireless facilities with appropriate design and concealment elements, subject to administrative review by the directors. Notwithstanding, to the extent that there are no existing utility poles, wireless support structures and decorative poles in the covered areas that are available for modification or replacement, to the extent an applicant can demonstrate that the undergrounding requirement will prohibit or have the effect of prohibiting it from providing personal wireless services within the meaning of 47 U.S. Code Section 253(a)—Removal of Barriers to Entry; 47 U.S. Code Section 332(c)(7)—Mobile Services, as further set forth in the Small Wireless Facility Order and the FCC Final Rules, the applicant may file an application to construct a new decorative pole, using concealment elements features that are suitable and in general conformity with other above-ground structures in the surrounding covered areas.

(7) *Historic and design districts*. As a condition for administrative approval of new utility pole in a historic or design district, the zoning director may require that the applicant complies with the design and aesthetic standards of the historic district or design district to minimize the impact to the aesthetics in a historic district or the design district. If design and concealment elements are determined on review by the zoning director to be insufficient to mitigate harm to the historic district or design district, the application for a small wireless facility may be denied.

(8) *Design districts*. Collocated small wireless facilities and new or modified utility poles, wireless support structures and decorative poles located in design districts listed in appendix A1 may be subject to a higher level of review.

(9) *Design guidelines*. The directors have the authority to implement future design requirements for small wireless facilities and supporting structures as technology evolves and the nature of the installation of the small wireless facilities evolve. In order to provide guidance to applicants concerning the design of facilities which comply with this article, the directors shall maintain and publish on the city's website a catalog of the site-specific designs that have been approved by the city, it being recognized that the same design as those set forth in the catalog should in most instances be deemed appropriate for a comparable location. Any person may request the directors to review any new design for installation in specific covered areas, and if approved, to add the design to the catalog.

(b) *Preservation of authority*. This appendix A, section 11-5 may not be construed to limit a municipality's authority to enforce historic preservation zoning regulations consistent with the preservation of local zoning authority under 47 U.S.C. Section 332(c)(7), the requirements for facility modifications under 47 U.S.C. Section 1455(a), or the National Historic Preservation Act of 1966 (54 U.S.C. Section 300101 et seq.), and the regulations adopted to implement those laws.

(c) *Existing design districts*. Design districts approved by the city as of the effective date of this article are listed in appendix A1 attached hereto. The Code of Ordinances provisions authorizing the district are specified in appendix A1. Nothing in this article shall prohibit or otherwise limit the city from establishing additional design districts; provided however, facilities for which a permit was approved pursuant to this article prior to the establishment of the additional design districts shall remain subject to the provisions of this article, including routine maintenance of those facilities and structures as set out in appendix A, section 11-3(e)(1) of this article, but not to any provisions otherwise applicable to the additional design district. If a permittee voluntarily replaces such facilities in a manner that does not comply with appendix A, section 11-3(e) of this article, or if a permittee voluntarily relocates such facilities, such replacement or relocation is subject to the then-existing provisions and requirements of the additional design district.

(Ord. No. 2019-035, 6-27-2019)

Section 11-6. - Effect of permit/additional requirements.

(a) *Authority granted: no property right or other interest created*. A permit from the city authorizes an applicant or permittee to undertake only certain activities in accordance with the [article]. Nothing in this article or any permit issued shall be deemed to grant, convey, create or vest in the permittee a property right, real property interest, or grant any authority whatsoever to the applicant or permittee to impinge upon the rights of others who may already have an interest in the covered area.

(b) *Duration*. Unless construction has actually begun and is diligently pursued to completion at that point, no permit for construction issued under this article shall be valid for a period longer than twelve (12) months unless both directors and applicant agree to a reasonable extension and all required fees are paid for the term regardless of construction. The inability of the applicant to obtain electrical power or backhaul transport services to serve the small wireless facility such that it is operational within the twelve (12) months due to the action or inaction of third-party utility providers shall not result in the invalidity of the permit.

(c) *Obligations of permittee and wireless service provider*. An applicant or permittee need not own all components of a small wireless facility placed in the covered areas and may permit its wireless service provider customers who will transmit or receive radio frequency emissions from the small wireless facility to maintain ownership of certain components of the small wireless facility or to provide wireless services through the small wireless facility. However, (i) the small wireless facility must be wholly under the control and management of the permittee; and the permittee shall be liable for all acts or omissions, and all harms associated with the small wireless facility and all its components whether the same is its acts or omissions, or the acts or omissions of the owner of any components of the small wireless facility or provider of wireless services through the small wireless facility; and (ii) the permittee acknowledges and agrees that no rights of ownership by its customers shall permit any such customer to enter upon, or use the covered areas, in any other manner or at any other place, including to add to, or modify or install any equipment at a small wireless facility location, which shall be the permittee's sole responsibility. Further, the permittee may not install any equipment it does not own at a small wireless facility location, unless the person for on whose behalf the equipment has been installed acknowledges and agrees, in a form acceptable to the city attorney, that the city has not granted it a franchise or consent to be in the covered areas for any purpose; that it is bound by the permittee's representations; that it shall have no rights or claims against the city of any sort related to the small wireless facility; that its operations in the public rights-of-way and its equipment may be subject to taxes, fees or assessments as provided by applicable laws, and that the city may treat any equipment owned by such person as if it were owned by the permittee for all purposes (including, but not limited to, removal and relocation). The acknowledgment and agreement may be provided for all small wireless facilities within the city, and need not be provided separately, location by location.

(d)

No waiver of other permits and authorizations. All work upon the public rights-of-way of the city shall be in accordance with all applicable standards, applicable codes, and the Code, and will be done under the general supervision of the department of public works or their designees. Nothing in this article or any permit issued to an applicant shall be construed as:

(1) A waiver of any laws, regulations or rules of the city or of the city's right to require the applicant to secure the appropriate permits or authorizations, or to pay the applicable fees associated with the same; or

(2) A waiver of the city's police powers.

(e) *Applicant's expense*. All costs incurred by an applicant or permittee in connection with its compliance with, or enjoyment of, this article or any permit issued shall be borne by the applicant or permittee and not by the city, and all work that must be performed in order to permit the placement of a small wireless facility at a particular location shall be paid for by the applicant or permittee.

(f) *Relation to attachment rights and placement of facilities outside the covered areas*. This article and any permit issued hereunder does not confer upon any applicant or permittee any right to place or collocate or to install anything on land or structures located outside of the covered areas that are owned by the state, any county, the city or by a third party. In addition to the requirements of this article, the applicant is required to obtain and is responsible for any authorizations that may be required from the owners of any structure or private property for the installation, operation or maintenance of any small wireless facility.

(g) *Treatment of equipment owned by other entities*. If wireless service providers own or operate equipment or provide wireless services at a permitted small wireless facility located in the public rights-of-way, as contemplated by appendix A, subsection 11-6(c) above, each wireless service provider shall also be required to pay to the city the consent fee each year as required by S.C. Code 1976, § 58-9-2230. The purpose of this provision is to ensure that wireless service providers who use small wireless facilities constructed and owned by wireless infrastructure providers are not favored over those who do not. The owner, operator or permittee shall be obligated to pay such consent fee or any other tax, fee or assessment for any such equipment owned or operated by third parties unless that party agrees to pay such amounts owed directly to the city.

(h) *Radio frequency emissions*. Without limiting the other provisions of this article, any person operating a small wireless facility must cease its operations if it is not in compliance with FCC regulations governing radio frequency emissions (including but not limited to any standards that may be adopted in the future with respect to cumulative multi-point emissions), as the same may be amended from time to time, except to the extent that the FCC or other order, ruling or regulation permits it to continue to operate. The approval of an application for a small wireless facility or an application for encroachment permit is not intended to insulate the permittee from any claim or any remedy based on radio frequency emissions. On request, or to the extent that any permittee is

aware of any non-conformance, it shall submit a report identifying applicable standards, measured emissions, and any area where it has small wireless facilities that do not comply with applicable standards. The report will not be treated as confidential. To the extent required as a condition of approval by the owner of the utility pole, wireless support structure or decorative pole any permittee shall be required to post any required radio frequency emission warnings mandated by the owner of any utility pole, wireless support structure or decorative pole. The design of the warning shall be demonstrated in the applications.

(Ord. No. 2019-035, 6-27-2019)

Section 11-7. - Work in the public rights-of-way.

(a) *No interference*. No right-of-way or another public place shall be obstructed longer than necessary during its work of construction or maintenance and shall be restored to the same condition existing before the commencement of the work. No part of any right-of-way, or another public place of the city, including any public drain, sewer, catch basin, water pipe, pavement or another public improvement, shall be damaged. However, should any such damage occur, the permittee shall repair the same as promptly as possible, and, in default thereof, the city may make such repairs and charge the reasonable cost thereof to and collect the same from any responsible party, including, but not limited to, any owner, operator or permittee concerning the project, any person performing the work, or any third-party, including any wireless service provider on whose behalf the work will allow it to provide wireless services. In no event may wireless facilities be constructed or maintained in a manner that creates a hazardous condition, or a condition that is inconsistent with applicable law protecting persons with disabilities.

(b) *Multiple applications*. If city receives multiple applications for placement of other or additional small wireless facilities similar to those authorized under this article at or near the same location, the city, after providing all affected entities an opportunity for comment, may require consolidation of certain existing and new small wireless facilities into a single structure or develop a non-discriminatory means of allocating locations that may be appropriate for placement of small wireless facilities in the rights-of-way, with the goal of preventing the proliferation of utility poles, wireless support structures and decorative poles in the covered areas.

(c) *Closing of rights-of-way*. Nothing in this article, any approved application, or any encroachment permit shall be construed as a waiver or release of the rights of the city in and to the rights-of-way. In the event that all or part of the rights-of-way within the covered areas are (1) closed to pedestrian and/or vehicular traffic and/or utilities; or (2) vacated or abandoned or if ownership of the land in, under or over the affected rights-of-way is otherwise transferred to another person, all rights and privileges granted pursuant to this article, any approved application, or any encroachment permit with respect to such rights-of-way, or any part of such rights-of-way so abandoned, vacated, or transferred, shall cease upon the effective date of such closing, vacation, or transfer, and the owner, operator or permittee for any facilities shall remove its facilities from such rights-of-way. Nothing herein is meant to preclude the owner, operator or permittee from pursuing any rights it may have

under state law against a private person if the right-of-way is vacated for the benefit of that person. The city shall provide reasonable prior written notice to the owner, operator or permittee of facilities of any such closing, vacation, or transfer to allow it to remove its facilities.

(d) *All work performed safely*. Construction and maintenance shall be done in a professional manner. All work involved in the construction and maintenance of the wireless facilities shall be performed in a safe, thorough, and reliable manner using materials of good and durable quality. The owner, operator or permittee shall comply with applicable codes and industry standards, as amended from time to time. The owner, operator or permittee shall employ ordinary care at all times and employ commonly accepted methods and devices for the prevention of failures and accidents that are likely to cause damage, injury, or nuisance to the public. Also, the owner, operator or permittee shall, at its sole cost and expense, undertake all necessary and appropriate efforts to prevent accidents at its work sites and to comply with safety requirements of all permits, licenses, and other forms of approval or authorization. The owner, operator or permittee will comply with city requirements for identification of the wireless facilities and for identification of employees, subcontractors, vehicles and equipment when performing work within the rights-of-way.

(e) *Maintenance*.

(1) *Standard*. The owner, operator or permittee shall maintain the facilities in good condition and neat and orderly appearance, and in compliance with all applicable codes, applicable laws, permits, authorizations or site licenses issued by the owner of the utility poles, wireless support structures and decorative poles.

(2) *Repair of damage*. A permittee shall repair all damage to a city right-of-way directly caused by the activities of the permittee and any third party utilizing the small wireless facility, while occupying, installing, repairing, or maintaining the small wireless facility, wireless support structures, decorative poles, city owned poles, or utility poles, and to return the right-of-way to its functional equivalence before the damage. If the permittee fails to make the repairs required by the city within forty-five (45) days after written notice, unless the director and the permittee agree in writing to a longer period, the city may undertake those repairs and charge the permittee reasonable and documented cost of the repairs.

(3) *Payment of costs*. Any costs charged by the city to the permittee under any provision of this article shall be paid within thirty (30) days. The city may maintain an action to recover the costs of the repairs, including the payment of reasonable attorneys' fees, if not timely paid.

(4) *Condition/failure to act*. The owner, operator or permittee shall keep the facilities free of debris and anything of a dangerous, noxious or offensive nature or which would create a hazard or undue vibration, heat, noise or interference. If the city gives the owner, operator or permittee written notice of a failure by the owner, operator or permittee to maintain the facilities, the owner, operator or permittee shall use its best efforts to remedy such failure within forty-eight

(48) hours after receipt of such written notice. If the owner, operator or permittee defaults in its obligations hereunder, the city may perform the necessary work and charge the reasonable cost thereof to and collect the same from the owner, operator or permittee.

(5) *Graffiti*. The owner, operator or permittee shall at all times keep and maintain the facilities free of all graffiti located thereon. If city notifies the owner, operator or permittee that graffiti is located on the facilities, the owner, operator or permittee shall remove the graffiti within thirty (30) days of the written notice. If the owner, operator or permittee defaults in its obligations hereunder, the city may perform the necessary work and charge the reasonable cost thereof to and collect the same from the owner, operator or permittee.

(f) *Emergency notification*. The owner, operator or permittee shall provide the city with a twenty-four (24) hour emergency telephone number at which a representative of the owner, operator or permittee, not voice mail or a recording, can be contacted in the event of an emergency. An emergency contact number of the owner, operator or permittee and any or any wireless service provider transmitting radio frequency signals from the small wireless facility will also be placed on the wireless facility. The owner, operator or permittee or any wireless service provider shall respond immediately to address a reported emergency.

(g) *Excavation notices*. The owner, operator or permittee must be a member of the South Carolina 811 or successor association and comply with the requirements for excavation notification.

(i) *Inspection by city*. The city shall have commercially reasonable access to inspect any work conducted by the owner, operator or permittee during the construction or maintenance of the facilities.

(Ord. No. 2019-035, 6-27-2019)

Section 11-8. - Indemnification and insurance.

(a) *Indemnification*. Any permittee, as a condition of the approval of any application under this article, agrees to indemnify, defend, protect, and hold harmless the city, its elected officials, council members, officers, and employees from and against any and all claims, demands, losses, damages, liabilities, fines, charges, penalties, administrative and judicial proceedings and orders, judgments, and all costs and expenses incurred in connection therewith, including reasonable attorney's fees and costs of defense (collectively, the "claims") directly or proximately resulting from the activities or operations of the permittee's or any wireless service provider providing wireless services at any permitted location undertaken pursuant to any approved application.

(b) *Waiver of claims*. Any permittee, or any wireless service provider providing wireless services at the permitted location, as a condition of the approval of any application under this article, waives any and all claims, demands, causes of action, and rights it may assert against the city on account of any loss, damage, or injury to any permittee or wireless service provider equipment or any loss or

degradation of the wireless services provided by permittee or any wireless service provider providing wireless services at any permitted location in the covered areas as a result of any event or occurrence regardless of the cause.

(c) *Insurance*. Any permittee, as a condition of the approval of any application under this article, shall obtain and maintain at all times during the duration of that period of time that it operates in the covered areas pursuant to such approved application commercial general liability and property liability insurance with a combined single limit of not less than two million dollars ($2,000,000.00) for injury to or death of one (1) or more persons in any one (1) occurrence and for damage or destruction to property in any one (1) occurrence; (ii) workers' compensation coverage in the statutory amount; (iii) employers' liability occupational disease and bodily injury, limit of one million dollars ($1,000,000.00); (iv) automobile liability for owned and non-owned autos, combined single limit of one million dollars ($1,000,000.00); and (v) all risk property insurance with standard extended coverage, replacement value, without co-insurance factor for full replacement value of the permittee's facilities and personal property located in the covered areas. The limits required above may be satisfied through the combination of primary and excess liability insurance policies. The permittee shall require its contractors and subcontractors to carry workers' compensation insurance and adequate liability insurance in conformity with the minimum requirements listed above. Failure of the permittee to obtain or maintain the required insurance or to provide the certificates of insurance with endorsements required by subsection (d) below shall be grounds for the city to revoke any rights previously granted to the permittee under this article. Prior to the revocation of any rights, the city shall give the permittee thirty (30) days' notice to cure the deficiency.

The commercial general liability insurance and automobile liability insurance policies shall name the city, its elected officials, officers, and employees as additional insureds as respects any covered liability arising out of the permittee's occupancy in, and around, the covered areas pursuant to any approved application. The commercial general liability and automobile liability insurance coverage shall be in an occurrence form and in accordance with the limits and provisions specified herein. Claims-made policies are not acceptable. Such insurance coverages shall not be canceled nor, shall the occurrence or aggregate limits set forth above be reduced, until the city has received at least thirty (30) days' advance written notice of such cancellation or change. The permittee shall be responsible for notifying the city of such change or cancellation.

(d) *Filing of certificates and endorsements*. Prior to the commencement of any work pursuant to any approved application, and annually on the anniversary of the approved application thereafter, the permittee and all parties acting for or on behalf of the permittee shall file with the city the required original certificate(s) of insurance with endorsements, which shall state the following: the policy number; name of insurance company; name and address of the agent or authorized representative; name and address of insured; project name; policy expiration date; and specific coverage amounts; and that the city shall receive thirty (30) days' prior notice of cancellation; that the commercial

general liability insurance policy is primary as respects any other valid or collectible insurance that the city may possess, including any self-insured retentions the city may have; and any other insurance the city does possess shall be considered excess insurance only and shall not be required to contribute with this insurance; and that the permittee's commercial general liability insurance policy waives any right of recovery the insurance company may have against the city. The certificate(s) of insurance with endorsements and notices shall initially be filed with the Application, and future certificate(s) of insurance with endorsements shall be mailed to the city at the following address: Zoning Administrator, 2500 City Hall Lane, North Charleston, South Carolina 29406. Neither a failure to provide the required certificate(s) of insurance nor submission of a certificate(s) of insurance not in conformance with the insurance requirements stated herein shall relieve the permittee from the obligation to have in force the required insurance coverages. The insurance requirements stated herein may only be changed by specific written agreement by the city.

(e) *Insurer criteria*. Any insurance provider of the permittee shall be admitted and authorized to do business in the State of South Carolina and shall carry a minimum rating assigned by A.M. Best & Company's Key Rating Guide of "A: VII."

(f) *Severability of interest*. Any insurance policy deductibles or self-insured retentions shall be the responsibility of the permittee. The city shall have no responsibility to pay or reimburse either. Any self-insured retention shall be listed on the certificate of insurance and be subject to approval by the city.

(g) *Changes in insurance*. The types and amounts of insurance required of a permittee under this article assume that no hazardous materials will be associated with any improvements in the covered areas and that any improvements in the covered areas will be of a kind and type regularly installed in the rights-of-way. The city may require additional types of insurance or increase in insurance coverage limits if, in the city's reasonable view, the improvements made by any permittee present additional risks to the city, the public or property.

(Ord. No. 2019-035, 6-27-2019)

Section 11-9. - Removal, relocation or modification of a small wireless facility in the ROW.

(a) *Notice*. Within ninety (90) days following written notice from the city, a permittee, wireless services provider or a wireless infrastructure provider shall, at its own expense, protect, support, temporarily or permanently disconnect, remove, relocate, change or alter the position of any facilities within the rights-of-way whenever the city, in its reasonable discretion, has determined that such removal, relocation, change or alteration, is reasonably necessary:

(1) For the construction, repair, maintenance, or installation of any city improvement in or upon, or the operations of the city in or upon, the rights-of-way;

(2) To ensure that any facilities or structures to which they are attached or located on or within do not interfere with the use of the rights-of-way by the public, or present a risk to public health or safety;

(3) If the city is mandated by law, a court order or decision, or the federal or state government to take certain actions that will cause or require the removal of the facilities from the rights-of-way; or

(4) If permittee's licenses to operate the facilities and/or provide wireless services are terminated, revoked, expired, or otherwise abandoned.

(b) *Emergency removal or relocation of facilities*. The city retains the right to cut or move any facilities located within its rights-of-way as the city, in its reasonable discretion, may determine to be necessary, appropriate, or useful in response to any public health or safety emergency. If circumstances permit, the city shall notify the permittee and provide it the opportunity to move its facilities before the city cutting or removing any facilities and the city shall notify the permittee after cutting or removing the facilities.

(c) *Undergrounding*. If an owner, operator or permittee for facilities are located aboveground in the rights-of-way and the distribution lines of the incumbent local exchange carrier or electric utility subsequently are placed underground, the owner, operator or permittee's aboveground facilities (other than those comparable to any facilities of the incumbent local exchange carrier which are permitted to remain aboveground) shall be placed underground at the same time, except for such modified or replacement utility poles or decorative poles as may be permitted to remain aboveground pursuant to appendix A, section 11-5.

(d) *Preservation of city's rights*. The rights and privileges granted in this article, any approved application, or any encroachment permit shall not be in preference or hindrance to the right of the city, or any other governmental agency, improvement district or other authority having jurisdiction, to perform or carry on any public works, public improvements or public projects. In the event that the facilities interfere in any way with the construction, maintenance or repair of such public works, public improvements, or public projects, the owner, operator or permittee for the facilities shall (i) immediately commence work to remove or relocate the object of such interference if emergency circumstances exist or (ii) otherwise, within ninety (90) days of notice of such interference, protect or relocate its facilities, as may be directed by the relevant authority.

(e) *Cooperation for relocation*. The city shall cooperate with the owner, operator or permittee for a facility in finding a suitable alternative location for any relocated facilities removed pursuant to this appendix A, section 11-9 in a manner that, to the extent reasonably consistent with other provisions of this article, and which allows the permittee or its wireless service provider customers to continue to provide wireless services, including, but not limited to, expediting approval of any necessary permits required for the relocation of the facility.

(f) *Payment for repair/replacement of damaged property*. To the extent that any utility pole, wireless support structure, or decorative pole is damaged or destroyed by a third party, notwithstanding any agreement the city may have with the owner of such utility pole, wireless support structure, or

decorative pole, to the extent that a permittee is using such utility pole, wireless support structure, or decorative pole for the placement of a small wireless facility, the city shall have no obligation to pay for the repair or replacement of the utility pole, wireless support structure, or decorative pole.

(g) *Abandonment of facilities*. Upon abandonment or discontinuance of use of any facilities within the city rights-of-way, the permittee shall remove the facilities within thirty (30) days.

(h) *Abandonment by inaction*. At any point when a permittee fails to pay any required fee or annual payment to the city, and fails to respond within thirty (30) days to a written inquiry from the city as to whether the permittee intends to continue to operate a facility, for whatever reason, the facilities shall be deemed abandoned and the city may require the owner, operator or permittee, at the city's sole discretion, to remove the facilities within thirty (30) days.

(i) *Failure to act*. If the owner, operator or permittee for a facility defaults in its obligations hereunder to remove the facilities, the city may remove or relocate the facilities and charge the reasonable cost thereof to and collect the same from the owner, operator or permittee for the removed facilities. The city shall also be entitled to recover any reasonable legal fees it may incur in enforcing the provisions of this article from the permittee.

(Ord. No. 2019-035, 6-27-2019)

Section 11-10. - Attachment to city-owned poles in the covered areas.

(a) *Rate*. To the extent the city consents to the use of any city-owned pole in a covered area for the placement of a small wireless facility, the rate charged to the applicant to place a small wireless facility on a city-owned pole in covered areas shall be set from time to time by the city in amounts consistent with those benchmarks set forth in the small wireless facility order and final FCC rules. Nothing in this appendix A, section 11-10 or this article shall obligate the city to make available any city-owned pole for use by any person for the placement of a small wireless facility in the covered areas.

(b) *Attachment agreement*. The city shall also require the applicant to enter into an attachment agreement to further define the terms and conditions of attachments to city-owned poles.

(c) *Make-ready*. For city-owned poles in covered areas, to the extent the city consents to the use of any city-owned pole, the applicant shall pay for any expenses for make-ready work and any and all other costs the city may incur as a result of allowing the use of the city-owned pole. The applicant shall perform any required tests or cause to be prepared any reports necessary to determine the amount of the make-ready work necessary to enable the city-owned pole to support the requested small wireless facility, including replacement costs of a new structure if necessary.

(Ord. No. 2019-035, 6-27-2019)

Section 11-11. - Miscellaneous.

(a) *Severability*. In the event any title, subtitle, section, subsection, subdivision, paragraph, subparagraph, item, sentence, clause, phrase, or word of this article is declared or adjudged to be invalid or unconstitutional, such declaration or adjudication shall not affect the remaining portions of the [ordinance from which this article is derived] which shall remain in full force and effect as if the portion so declared or adjudged invalid or unconstitutional was not originally a part of this article.

(b) *Conflict with other laws*. Whenever the regulations of this article conflict with the requirements of any state or federal statute on the same subject matter, including, but not limited to the Small Wireless Facility Order and FCC Final Rules, the applicable federal statute or Small Wireless Facility Order and FCC Final Rules shall govern.

(c) *No additional costs to the city*. Whenever this article specifies colocation, the replacement of an existing structure, or any other action (besides governmental approvals), all such action shall be taken at the sole expense of the applicant.

(d) *Materials and claims*. All materials furnished for any work done in the covered areas by any permittee shall be at the permittee's sole cost and expense. The permittee agrees to protect all permitted improvements installed in the covered areas and property of the city, and city, from all claims of contractors, laborers, and materialmen. The permittee shall promptly pay all contractors and materialmen, so as to minimize the possibility of a lien attaching to any property of the city or the permitted improvements in the covered areas. Should any such lien be made or filed, the permittee shall cause the same to be discharged and released of record by bond or otherwise within fifteen (15) days after written request by city.

(e) *No advertisement*. A permittee shall not place any advertisement or other notice on or about the permitted improvements which identifies the permittee in any way (except for emergency notification postings).

(f) *Non-waiver*. Failure of city to insist on strict performance of any of the conditions, covenants, terms or provisions of any approved application or this article or to exercise any of its rights hereunder shall not waive such rights, but the city shall have the rights to enforce such rights at any time and take such action as might be lawful or authorized, either in law or equity.

(g) *Preservation of authority*. This article and any approved application under this article is subject to the constitution and laws of the State of South Carolina, 47 U.S. Code Section 253, 47 U.S. Code Section 332(c)(7), the Small Wireless Facility Order and the FCC Final Rules (collectively the "Applicable Laws"). In conforming this article to the requirements of S.C. Code 1976, § 58-9-2200 et seq. as enacted by the General Assembly of South Carolina in 1999, and the applicable laws, the city does not concede or imply that the General Assembly has the authority to restrict by general law the powers denied to the General Assembly and reserved to the municipalities of South Carolina by Article VIII Section 15 of the Constitution of South Carolina, or that the United States Congress or the FCC has the authority to restrict by general law or rules and regulations protection provided to it

under 47 U.S.C. Section 332(c)(7)(A) regarding its authority over decisions regarding the placement, construction, and modification of personal wireless service facilities as those terms are defined therein, or that protection provided to it under 47 U.S. Code Section 253(c) to manage the public rights-of-way, or to require fair and reasonable compensation for the use of the public rights-of-way.

(Ord. No. 2019-035, 6-27-2019)

Section 11-12. - Effective date.

This article shall take effect thirty (30) days after adoption.

(Ord. No. 2019-035, 6-27-2019)

APPENDIX A1 EXISTING DESIGN DISTRICTS

Design districts approved by the city as of the effective date of this article are listed below.

1. Appendix A, zoning regulations, article V, section 5-8, AR-I, Ashley River Scenic District I.
2. Appendix A, zoning regulations, article V, section 5-9, AR-II, Ashley River Scenic District II.
3. Appendix A, zoning regulations, article V, section 5-10, AR-III, Ashley River Scenic District III.
4. Appendix A, zoning regulations, article V, section 5-11, Dorchester Road Corridor I District.
5. Appendix A, zoning regulations, article V, section 5-12, Dorchester Road Corridor II District.
6. Appendix A, zoning regulations, article V, section 5-13, Ladson Road Overlay District.
7. Appendix A, zoning regulations, article V, section 5-14, University Boulevard Overlay District.
8. Appendix A, zoning regulations, article V, section 5-16, Old Village Business Overlay District.
9. Appendix A, zoning regulations, article X, Olde North Charleston Historic District and Neighborhood Conservation District.

ARTICLE XV. - LEGAL STATUS PROVISIONS

Footnotes:
*--- (**5**) ---*
***Editor's note—** Ord. No. 2008-22, § 1, adopted April 24, 2008, renumbered Art. X, Legal Status Provisions, as Art. XV herein to facilitate the inclusion of a new Art. X, Olde North Charleston Historic District and Neighborhood Conservation District, as enacted by Ord. No. 2008-22, adopted April 24, 2008. For a more detailed analysis of the inclusion, see also the Code Comparative Table.*

Section 15-1. - Conflict with other laws:

Whenever the regulations of this ordinance require a greater width or size of yards, or require a greater percentage of lot to be left unoccupied, or impose other more restrictive standards than are required in or under any other statutes, the requirements of this ordinance shall govern. Whenever, the provisions of any other statute require more restrictive standards than are required by this ordinance, the provisions of such statute shall govern.

Section 15-2. - Validity:

Should any section or provision of this ordinance be declared invalid or unconstitutional by any court of competent jurisdiction, such declaration shall not affect the validity of the ordinance as a whole or any part thereof which is not specifically declared to be invalid or unconstitutional.

Section 15-3. - Repeals of conflicting ordinances:

All ordinances and parts of ordinances in conflict herewith are repealed to the extent necessary to give this ordinance full force and effect.

(Ord. No. 1998-84, 9-24-98)

ORDINANCE #2023-017

AN ORDINANCE
AMENDING SECTION 4-17 OF THE CITY OF NORTH CHARLESTON CODE OF ORDINANCES, APPENDIX A, ZONING REGULATIONS, TO REVISE SITE LIGHTING REQUIREMENTS

WHEREAS, the City of North Charleston is empowered to regulate land use to ensure orderly growth and harmony among neighboring uses; and

WHEREAS, the City of North Charleston's PRIME Comprehensive Plan recommends fostering a sense of security and enhancing the character and design standards of corridors and spaces; and

WHEREAS, changes to the site lighting requirements are proposed to provide additional conditions; and

WHEREAS, pursuant to a duly advertised public meeting held on February 13, 2023, it has been recommended to the Mayor and Council by the Planning Commission that the zoning text should be amended to revise the site lighting requirements.

Now, therefore, be it ordained and enacted by the Mayor and Council that certain provisions of the Zoning Regulations, as amended, be further amended as follows in **EXHIBIT A** attached hereto and incorporated herein.

THE WITHIN ORDINANCE SHALL BECOME EFFECTIVE IMMEDIATELY UPON ITS ADOPTION BY CITY COUNCIL.

Ordained in City Council this 23rd day of March, in the year of our Lord, 2023, and in the 246th year of Independence of the United States of America.

R. KEITH SUMMEY, MAYOR

APPROVED AS TO FORM:

LEGAL COUNSEL

ATTEST:

COURTNAY HEYWARD, MUNICIPAL CLERK

NORTH CHARLESTON CITY COUNCIL
AGENDA ITEM

Meeting of March 23, 2023

DATE:	February 14, 2023
ITEM TITLE:	An Ordinance Amending Section 4-17 of the City of North Charleston Code of Ordinances, Appendix A, Zoning Regulations, to Revise Site Lighting Requirements
SUBMITTED BY:	Planning Commission
CONTACT PERSON:	Megan Clark, Planning Division Director, (843) 740-2617

SUMMARY EXPLANATION:
A text amendment to Section 4-17 is proposed to require commercial and industrial properties that have 10 or more parking spaces to provide site lighting when existing site improvements are proposed to expand by 20% or more.

STAFF RECOMMENDATION:
Approval

BOARD, COMMISSION, COMMITTEE RECOMMENDATIONS:
The Planning Commission held a public hearing on February 14, 2023, and voted unanimously to recommend approval of the proposed amendment (7-0-0).

COUNCIL COMMITTEE RECOMMENDATION:
March 16, 2023 the Public Safety Committee voted unanimously to recommend approval the Ordinance as presented.

COUNCIL ACTION:
On March 9, 2023 Mayor Summey stated without objection this item will be referred to the Public Safety Committee for further study and recommendation.

Exhibits
Resolution __ Ordinance _X_ Contract ___Minutes _X_ Plan/Map ___ Transfer of Funds _X_ Other

EXHIBIT A

Section 4-17. Site lighting:

(a) ~~*In general.*~~ *Submittal of a lighting plan shall be required as a part of the site plan review process.*

The following specifications shall be provided as follows:

(i) Street and site lighting shall be of low intensity from a concealed light source and with effective provisions made to prevent spill-over into adjoining properties or roadways. Any spill-over from a commercial or industrial site into a residential area shall not exceed one-half footcandle measured at the property line of the site of the light source nearest the residential area.

*(ii)*Lighting shall in no way interfere with the vision of oncoming motorists.

(iii) Light fixtures in residentially zoned areas shall be limited in height to eighteen (18) feet using cutoff fixtures.

(iv) Light fixtures in commercial and industrial~~ly~~ zoned areas:

(1) Commercially zoned properties shall be limited in height to twenty-four (24) feet using full cutoff fixtures. Cutoff fixtures may also be used, provided the maximum pole mounted height is no greater than eighteen (18) feet.

(2)Light fixtures in industrially-zoned areas shall be limited in height to thirty (30) feet using full cutoff fixtures. Cutoff fixtures may also be used, provided ~~in commercially and industrially zoned areas with a~~ the maximum pole mounted height ~~of~~ is no greater than eighteen (18) feet.

(3) Site Lighting shall be required on commercially and industrially zoned properties where ten or more parking spaces are provided.

a. No existing building, structure or vehicular use area shall be reoccupied by a new use, or expanded or enlarged by fifty (50) per cent or more unless site lighting is provided on site. Enlargement involving twenty (20) to fifty (50) per cent of the existing building shall provide site lighting for the enlargement only. Enlargements involving less than twenty (20) per cent shall not be required to provide site lighting.

*(v)*Street lighting fixtures in the right-of-way of a major arterial roadway shall be limited in height to forty (40) feet. ~~Submittal of a lighting plan shall be required as a part of the site plan review process.~~

(b) *Partial exceptions.*

(i) To the extent federal regulatory requirements exist, site lighting associated with air travel shall be exempt from the requirements of this section other than the requirement that a site lighting plan be submitted as a part of the site review process. Examples of such exempted lighting may include, but shall not be limited to, such things as runway lighting, navigational lighting, and hazard lighting such as lights marking bridges and towers.

(ii) Site lighting for approved outdoor recreation areas such as athletic fields may exceed eighteen (18) feet in height and, to the least possible extent required in order to provide adequate field illumination, may employ other than cutoff-style fixtures. In all cases provisions shall be made to prevent spill-over into adjoining properties or roadways to the maximum reasonable extent possible. Light spill-over for such uses shall not be limited to the one footcandle standard set forth within subsection "a" above. Lighting shall in no way interfere with the vision of oncoming motorists. Submittal of a lighting plan shall be required as a part of the site plan review process.

(c) *Exemptions.* The following are not regulated by this ordinance:

(i) Building façade lighting in commercial or industrial zoning district. For shielded directional façade lighting up to forty (40) lumens per square foot (total lumens from all of the light sources divided by the area of façade being illuminated by that light) where the lights are properly aimed and shielded to not shine visible glare into the public right-of-way or onto adjacent or nearby properties.

(ii) Low voltage landscape lighting. Electric lighting powered at less than fifteen (15) volts and limited to lamps of less than fifty (50) watts or less, not mounted to poles or buildings, for the purpose of illuminating trees, shrubbery and other natural external elements where the lights are properly aimed and shielded to not shine visible glare into the public right-of-way or onto adjacent or nearby properties.

(Ord. No. 2006-46, 7-25-06; Ord. No. 2008-08, 1-24-08; Ord. No. 2011-039, 7-28-2011; Ord. No. 2011-050, 12-8-2011)

ORDINANCE#2023-021

AN ORDINANCE

AMENDING SECTION 6-14 OF THE CITY OF NORTH CHARLESTON CODE OF ORDINANCES, APPENDIX A, ZONING REGULATIONS, TO REVISE LANDSCAPING REQUIREMENTS FOR PARKING LOTS

WHEREAS, the City of North Charleston is empowered to regulate land use to ensure orderly growth and harmony among neighboring uses; and

WHERAS, the City of North Charleston's PRIME Comprehensive Plan recommends enhancing the character and design standards of corridors and spaces; and

WHEREAS, changes to the landscaping requirements are proposed for clarity; and

WHEREAS, pursuant to a duly advertised public hearing held on March 13, 2023, it has been recommended to the Mayor and Council by the Planning Commission that the zoning text should be amended to revise the landscaping requirements.

Now, therefore, be it ordained and enacted by the Mayor and Council that certain provisions of the Zoning Regulations, as amended, be further amended as follows in **EXHIBIT A** attached hereto and incorporated herein.

THE WITHIN ORDINANCE SHALL BECOME EFFECTIVE IMMEDIATELY UPON ITS ADOPTION BY CITY COUNCIL.

Ordained by City Council this 27th day of April, in the Year of Our Lord, 2023, in the 246th year of Independence of the United States of America.

R. KEITH SUMMEY, MAYOR

APPROVED AS TO FORM:

LEGAL COUNSEL

ATTEST:

COURTNAY HEYWARD, MUNICIPAL CLERK

NORTH CHARLESTON CITY COUNCIL
AGENDA ITEM

Meeting of April 27, 2023

DATE:	March 14, 2023
ITEM TITLE:	An Ordinance Amending Section 6-14 of the City of North Charleston Code of Ordinances, Appendix A, Zoning Regulations, to Revise Landscaping Requirements for Parking Lots
SUBMITTED BY:	Planning Commission
CONTACT PERSON:	Megan Clark, Planning Division Director, (843) 740-2617

SUMMARY EXPLANATION:

A text amendment to Section 6-14 is proposed to make the following changes:

- Revise the landscaping and buffering requirements to apply to all vertical improvements greater than 500 square feet
- Exempt parking garages from the interior parking lot landscaping requirement
- Provide regulations for flexibility for landscaping for truck, car inventory, and car dealerships

STAFF RECOMMENDATION:

Approval

BOARD, COMMISSION, COMMITTEE RECOMMENDATIONS:

The Planning Commission held a public hearing on March 13, 2023, and voted to recommend approval of the proposed amendment (5-1-0).

COUNCIL COMMITTEE RECOMMENDATION:

April 20, 2023 the Public Safety Committee voted unanimously to approve the Ordinance as presented.(10-0-0)

COUNCIL ACTION:

Mayor Summey stated that without objection, this item will be referred to the Public Safety Committee on April 20, 2023 for further review and a recommendation.

Exhibits

Resolution __ Ordinance _X_ Contract __ Minutes _X_ Plan/Map __ Transfer of Funds _X_ Other

EXHIBIT A

Section 6-14. Landscaping:

(a) *Definition and purpose.* Landscaping is an improvement to an area of land permanently devoted and maintained for the growing of trees, shrubbery, grass, other plants and decorative features to the land. This improvement is intended to improve the appearance of vehicular use areas and development abutting public rights-of-way; to protect, preserve, and promote the aesthetic appeal, scenic beauty, character and values of land in the city; to promote the aesthetic appeal, safety through the reduction of noise pollution, stormwater run off, air pollution, visual pollution, and artificial light glare.

(b) *Where required.* No proposed nonresidential use shall hereafter be established or reestablished in an existing building or structure, and subsequently used unless landscaping and buffering are provided in accordance with the provisions of this section and section 6-12. ~~No existing building, structure or vehicular use area shall be reoccupied by a new use, or expanded or enlarged by fifty (50) per cent or more unless the minimum landscaping required by the provisions of this section is provided throughout the building site. Enlargement involving twenty (20) to fifty (50) per cent of the existing building shall meet the minimum requirements for the enlargement only. Enlargements involving less than twenty (20) per cent shall not be required to meet the landscaping requirements provided herein.~~ Vertical improvements greater than 500 square feet shall require the entire property to be brought into compliance with the minimum requirements of this Section and Section 6-12.

(c) *Landscaping plan.* A landscaping plan shall be submitted as part of the application for a permit. The plan shall:

(1) Designate areas to be reserved for landscaping. The specific design of landscaping shall be sensitive to the physical and design characteristics of the site.

(2) Indicate the location and dimensions of landscaped areas, plant materials, decorative features, etc.

(3) Identify all existing trees ten (10) inches DBH (diameter breast height) in required setback (yard) areas.

(4) The landscape plan shall include all material (including existing) used to comply with the buffer requirement.

(d) *Landscaping requirements.* Required landscaping shall be provided as follows:

(1) Along the outer perimeter of a lot or parcel, where required by the buffer area provisions of this article, to buffer and separate incompatible land uses. The amount of buffering is specified in section 6-12.

(2) Within the interior, peninsula or island type landscaped areas shall be provided for any open vehicular use area containing ten (10) or more parking spaces, excluding parking

garages. Landscaped areas shall be located in such a manner as to divide and break up the expanse of paving and at strategic points to guide travel flow and directions. Elsewhere, landscaped areas shall be designed to soften and complement the building site.

At a minimum, interior lot landscaping shall be provided in the following amounts:

Use	Per Cent of Lot
Institutional	15
Industrial/wholesale/storage	5
Office/office warehouse	10
Commercial-retail-service	5

Buffer area landscaping may provide up to fifty (50) per cent of the above requirement. Landscaping along exterior building walls and structures is suggested to separate with greenery the building from the vehicular surface area.

(e) *Landscaped areas.*

(1) All landscaped areas in or adjacent to parking areas shall be protected from vehicular damage by a raised concrete curb or an equivalent barrier of six (6) inches in height. The barrier need not be continuous.

(2) Landscaped areas must be at least twenty-five (25) square feet in size and a minimum of three (3) feet wide to qualify.

(3) Landscaped areas adjacent to parking spaces shall be landscaped so that no plant material greater than twelve (12) inches in height is located within two (2) feet of the curb or other protective barrier. (Plant material greater than twelve (12) inches in height would be damaged by the automobile bumper overhang or by doors swinging open over the landscaped areas.)

(4) Planting of canopy trees is required at a rate of one (1) tree per ten (10) parking spaces. Parking lots associated with car dealerships, inventory lots for the storage of manufactured vehicles, or Class V parking lots may propose to satisfy the canopy-tree requirement through relocation of the trees to other areas of the site, through upsizing other required landscaping materials, or other alternate methods at the approval of the zoning administrator.

(f) *Required maintenance.* The maintenance of required landscaped areas shall be the responsibility of the property owner and the tenant both jointly and severally. All such areas shall be properly maintained so as to assure their survival and aesthetic value, and shall be provided with an irrigation system or a readily available water supply. Failure to monitor such areas is a violation of this ordinance, and may be remedied in the manner prescribed for other violations.

(Ord. No. 1998-51, 5-28-98; Ord. No. 1998-107, 12-22-98; Ord. No. 2009-13, 3-26-09; Ord. No. 2015-023, 5-28-2015; Ord. No. 2020-037, Exh. A, 8-27-2020)

Ordinance #2023-022

AN ORDINANCE

AMENDING SECTION 4-21 OF THE CITY OF NORTH CHARLESTON CODE OF ORDINANCES, APPENDIX A, ZONING REGULATIONS, TO MODIFY REGULATIONS FOR SHORT TERM RENTALS

WHEREAS, the City of North Charleston is empowered to regulate land use to ensure orderly growth and harmony among neighboring uses; and

WHEREAS, an amendment is proposed to modify the regulations for short term rentals in residential properties;

WHEREAS, pursuant to a duly advertised public hearing held on March 13, 2023, it has been recommended to the Mayor and Council by the Planning Commission that the zoning text should be amended to modify the short term rental provisions.

Now, therefore, be it ordained and enacted by the Mayor and Council that certain provisions of the Zoning Regulations, as amended, be further amended as follows in **EXHIBIT A** attached hereto and incorporated herein.

THE WITHIN ORDINANCE SHALL BECOME EFFECTIVE IMMEDIATELY UPON ITS ADOPTION BY CITY COUNCIL.

Ordained by City Council this 27th day of April, in the Year of Our Lord, 2023, and in the 246th year of Independence of the United States of America.

R. KEITH SUMMEY, MAYOR

APPROVED AS TO FORM:

LEGAL COUNSEL

ATTEST:

COURTNAY HEYWARD, MUNICIPAL CLERK

NORTH CHARLESTON CITY COUNCIL
AGENDA ITEM

Meeting of April 27, 2023

DATE:	March 14, 2023
ITEM TITLE:	An Ordinance Amending Section 4-21 of the City of North Charleston Code of Ordinances, Appendix A, Zoning Regulations, to Modify Regulations for Short Term Rentals
SUBMITTED BY:	Planning Commission
CONTACT PERSON:	Megan Clark, Planning Division Director, (843) 740-2617

SUMMARY EXPLANATION:

The City has recently issued the first wave of short term rental (STR) permits. Staff is proposing a few minor changes to Section 4-21, which governs STRs, as summarized below:

- Delete the condition that only one STR is allowed per parcel; and
- Clarify the types of properties that are exempt from the STR permit requirements.

STAFF RECOMMENDATION:

Approval

BOARD, COMMISSION, COMMITTEE RECOMMENDATIONS:

The Planning Commission held a public hearing on March 13, 2023, and voted unanimously to recommend approval of the proposed amendment (6-0-0).

COUNCIL COMMITTEE RECOMMENDATION:

April 20, 2023 the Public Safety Committee voted unanimously to approve the Ordinance as presented.(10-0-0)

COUNCILACTION:

Mayor Summey stated that without objection, this item will be referred to the Public Safety Committee on April 20, 2023 for further review and a recommendation.

Exhibits

Resolution __ Ordinance _X_ Contract __Minutes __ Plan/Map ___ Transfer of Funds _X_ Other

EXHIBIT A

Section 4-21. Short Term Rentals:

(a) Definition: *Short Term Rental (STR).* For the purposes of this section, "short term rental" shall mean a dwelling unit intended to provide temporary sleeping accommodations for no more than two persons per bedroom, up to eight (8) persons (including children) maximum, for a period not to exceed twenty-nine (29) consecutive days per rental.

(b) Requirements for Short Term Rentals. Short term rentals shall be allowed as a conditional use of legally established dwelling units, except non-conforming dwellings in industrial districts, provided the following conditions are met:

1. The number of STR overnight guests ~~on the property~~in the STR unit shall not exceed two persons per bedroom, up to eight (8) persons (including children) maximum, and this maximum shall be posted in the STR and included in advertising;
2. A minimum of one (1) off-street or allocated parking space is provided for each two bedrooms rented, with a maximum of four spaces allocated for the ~~property~~STR unit.
3. No STR overnight guest or property owner vehicle shall be street parked during an STR stay.
4. ~~Only one STR is permitted per parcel;~~
5.4. Other than wall or window signage not to exceed one (1) square foot, the property shall not contain exterior signs advertising the STR use;
6.5. The applicable HOA/POA does not prohibit the use based on restrictive covenants or by-laws;
7.6. The hosting of events, such as weddings, parties, or similar gatherings, is prohibited;
8.7. A STR Permit and an active business license for the use is filed by the property owner(s) with the City;
9.8. No more than three (3) notices of violations of the City's zoning, noise or refuse ordinance have been the subject of a Zoning Department Notice of Violation in the previous one-year period. Issuance of the fourth such Notice of Violation shall render all previously issued STR permitting and licensing null and void
   a. Review of such determinations shall, if sought, be performed by the Board of Zoning Appeals, in accordance with Section 7-6 of the Zoning Ordinance.
10.9. The STR's registration number shall be posted in the STR and included in advertising;
11.10. All required taxes are paid; ~~and~~
12.11. The STR is permitted by the City's Planning and Zoning Department, and the registration is renewed annually by February 28th~~.~~; and
13.12. The property owner shall identify a contact, with twenty-four hour cellphone availability, who is available to be on site within 30 minutes of notice. Failure of a property point of contact to arrive on scene

within thirty minutes of a City call for assistance being placed shall constitute a violation of this Ordinance.

(c) Dwelling units on commercially zoned parcels are subject to the provisions of subsection 4-21(b) above.

(d) ~~Apartment buildings~~Parcels with ten (10) or more rental units, as well as buildings or units properly permitted as and holding valid business licenses as hotels, motels, or other transient housing, are exempt from the provisions of subsection 4-21(b) above, provided an active business license for the rental use is filed with the City. A separate business license for each short term rental unit is required, except for hotels, motels, and other transient housing.

(e~~e~~) Amortization. Uses not in conformity with section 4-21 prior to January 1, 2023 shall not be grandfathered, but shall rather be considered in violation of this section of the ordinance.

ORDINANCE #2023-028

AN ORDINANCE
AMENDING SECTIONS 6-1 AND 10-20 OF THE CITY OF NORTH CHARLESTON CODE OF ORDINANCES, APPENDIX A, ZONING REGULATIONS, TO REVISE THE FRONT-SETBACK REQUIREMENTS FOR SINGLE AND MULTI-FAMILY DWELLING UNITS

WHEREAS, the City of North Charleston is empowered to regulate land use to ensure orderly growth and harmony among neighboring uses; and

WHEREAS, changes to the front-setback requirements for single and multi-family dwelling units are proposed to allow for more site-planning flexibility within neighborhoods; and

WHEREAS, pursuant to a duly advertised public meeting held on April 10, 2023, it has been recommended to the Mayor and Council by the Planning Commission that the zoning text should be amended to revise the front-setback requirements.

Now, therefore, be it ordained and enacted by the Mayor and Council that certain provisions of the Zoning Regulations, as amended, be further amended as follows in **EXHIBIT A** attached hereto and incorporated herein.

THE WITHIN ORDINANCE SHALL BECOME EFFECTIVE IMMEDIATELY UPON ITS ADOPTION BY CITY COUNCIL.

Ordained by City Council this 25th day of May, in the Year of Our Lord, 2023, in the 246th year of Independence of the United States of America.

R. KEITH SUMMEY, MAYOR

APPROVED AS TO FORM:

LEGAL COUNSEL

ATTEST:

COURTNAY HEYWARD, MUNICIPAL CLERK

NORTH CHARLESTON CITY COUNCIL
AGENDA ITEM

Meeting of May 25, 2023

DATE:	April 11, 2023
ITEM TITLE:	Amending Sections 6-1 and 10-20 of the City of North Charleston Code of Ordinances, Appendix A, Zoning Regulations, to Revise the Front-Setback Requirements for Single and Multi-Family Dwelling Units
SUBMITTED BY:	Planning Commission
CONTACT PERSON:	Megan Clark, Planning Division Director, (843) 740-2617

SUMMARY EXPLANATION:
A text amendment is proposed to the setbacks for single and multi-family dwellings to allow the front setback for single and multi-family dwelling units to be reduced by ten (10) feet where parking is provided under the dwelling unit. An amendment is also proposed to remove the additional 5' setback for townhomes, since a Type B buffer is already required where abutting unlike uses.

STAFF RECOMMENDATION:
Approval

BOARD, COMMISSION, COMMITTEE RECOMMENDATIONS:
The Planning Commission held a public hearing on April 10, 2023 and voted unanimously to recommend approval of the text amendment (7-0-0).

COUNCIL COMMITTEE RECOMMENDATION:
May 18, 2023 the Public Safety Committee voted unanimously by voice vote to recommend approval of this Ordinance as presented.(9-0-0)

COUNCIL ACTION:
Mayor Summey stated that without objection, this item will be referred to the Public Safety Committee on May 18, 2023 for further review and a recommendation.

Exhibits
Resolution _X_ Ordinance ___ Contract ___Minutes __ Plan/Map ___ Transfer of Funds _X_ Other

EXHIBIT A

Section 6-1. Requirements in R-1 single-family residential, R-2 multi-family residential, R-3 mobile home residential and AG agricultural districts:

Unless otherwise specified elsewhere in this ordinance uses permitted in the R-1, R-2, R-3 and AG zoning districts shall conform to the following standards:

...

(c) *Single-family (detached) dwelling requirements:*

1. *Front yards:*

a. Where fifty (50) per cent or more of the lots located on the same block between two (2) intersecting streets are developed, the average alignment of the buildings on the same side of the block within two hundred (200) feet of such lot shall be the minimum setback line, plus or minus two and one-half (2½) feet. For the purposes of these calculations, the frontage along the side line of a corner lot is excluded. Where parking is provided under an elevated structure, the front setback may be reduced by ten (10) feet.

b. Where a minimum setback is not established as above, the setback shall be twenty (20) feet. Where parking is provided under an elevated structure, the front setback may be reduced by ten (10) feet.

c. Porches and steps are considered to be a part of the main body of the house and may not encroach within the front yard setback.

d. Detached accessory use structures are not permitted in front yards.

e. The primary entrance to the home shall be oriented toward a street frontage.

...

(d) *Multi-family residential dwelling requirements:*

1. *Front yards:*

a. The minimum front yard depth for buildings in multi-family districts shall be twenty (20) feet;

b. The minimum front yard depth for town and row houses is twenty-five (25) feet on interior units. A minimum twenty (20) foot setback shall be required on end units where automobile parking or storage within the residence with entry from the front. If parking can be accommodated under an elevated structure, on the end or rear of units, or on property held in common by the townhouse development owners having adequate access to a dedicated public street, the front setback may be reduced to ten (10) feet.

2. *Side yards:*

   a. The minimum side-yard depth for buildings in multi-family districts shall be (ten) 10 feet.

   b. For row-houses or townhouses, a side yard at least ten (10) feet in width shall be provided between the end of a row and a side lot line or side street line.

3. *Rear yards:*

   a. The rear yard setback in the R-2 district shall not be less than twenty (20) feet. Forty (40) per cent of the area of the rear yard may be occupied by a one-story accessory building not more than eighteen (18) feet in height to the ridge, or the height of the existing residence, whichever is less, and at least six (6) feet from any structure and three (3) feet from any interior line.

   b. For row-houses or townhouses, the rear yard depth shall be at least twenty (20) feet from the main building line to the rear property line. Such measurements shall be made without regard to attached or detached storage, utility or covered patio areas. ~~There shall be added to the above requirements an additional ten (10) feet of rear yard depth where automobiles are parked or stored in the rear yard.~~

   ~~c. When townhouses or row-houses are located within a district (overlay or otherwise) requiring buffers, the minimum required setbacks shall be equal to the greater of (i) the required buffer plus five (5) feet; or (ii) the setbacks otherwise specified within this or other sections of the Zoning Code.~~

(Ord. No. 1985-17, 3-28-85; Ord. No. 1995-52, 10-24-95; Ord. No. 1996-46, 8-22-96; Ord. No. 1997-32, 5-22-97; Ord. No. 1998-51, 5-28-98; Ord. No. 1998-85, 9-24-98; Ord. No. 1998-107, 12-22-98; Ord. No. 2005-21, 4-28-05; Ord. No. 2006-10, 3-23-06; Ord. No. 2007-75, 10-25-07; Ord. No. 2009-50, 9-24-09; Ord. No. 2021-048, Exh. A, 6-24-2021; Ord. No. 2022-009, Exh. A, 1-27-2022; Ord. No. 2022-022, Exh. A, 3-24-2022)

Section 10-20. Conservation district regulations:

...

(b) *Standards against which proposed activities requiring conservation district review will be evaluated:*

(1) *Setbacks.* The required front yard setback shall be equal to the average setback for structures located along the same street block, plus or minus two and one-half (2½) feet. In instances in which no average setback for structures located along the same street block can be determined, the required setback shall be twenty-two and one-half (22½) feet, plus or minus two and one-half (2½) feet. Where parking is provided under an elevated structure, the front setback may be reduced by ten (10) feet. Side and rear setbacks shall be provided in accordance with Section 6-1.

Secondary structures are to be established behind the main structure and hence may not be established in the front yard setback area.

(2) *Floor area ratio (FAR).* Floor area ratio shall be determined by dividing the ratio total square footage of the structure by the total square footage of the lot. The bottom story of an elevated structure is exempted from the FAR calculation.

FAR's for new structures or existing structures when any proposed additions/renovations are considered may not exceed 0.50 for one-story homes and 0.75 for two-story homes.

If the average FAR for all structures on the same block as the subject property is more than twenty-five (25) per cent different than the applicable 0.50 and 0.75 FAR listed above then the FAR limit applicable to the subject property shall be the average FAR for all structures on the same block as the subject property.

...

(Ord. No. 2008-22, § 2, 4-24-08; Ord. No. 2017-076, 11-21-2017; Ord. No. 2020-008, Exh. A, 1-23-2020)

Ordinance #2023-040

AN ORDINANCE
AMENDING SECTION 5-5 OF THE CITY OF NORTH CHARLESTON CODE OF ORDINANCES, APPENDIX A, ZONING REGULATIONS, TO REVISE PERMITTED AND CONDITIONAL USES

WHEREAS, the City of North Charleston is empowered to regulate land use to ensure orderly growth and harmony among neighboring uses; and

WHEREAS, the City of North Charleston's PRIME Comprehensive Plan recommends enhancing the character of commercial corridors; and

WHEREAS, changes to commercial uses are proposed to provide clarity and additional uses and conditions; and

WHEREAS, pursuant to a duly advertised public meeting held on June 12, 2023, it has been recommended to the Mayor and Council by the Planning Commission that the zoning text should be amended to make clarifications and add certain conditions.

Now, therefore, be it ordained and enacted by the Mayor and Council that certain provisions of the Zoning Regulations, as amended, be further amended as follows in **EXHIBIT A** attached hereto and incorporated herein.

THE WITHIN ORDINANCE SHALL BECOME EFFECTIVE IMMEDIATELY UPON ITS ADOPTION BY CITY COUNCIL.

Ordained by City Council this 27th day of July, in the Year of Our Lord, 2023, in the 247th year of Independence of the United States of America.

R. KEITH SUMMEY, MAYOR

APPROVED AS TO FORM:

LEGAL COUNSEL

ATTEST:

COURTNAY MEYWARD, MUNICIPAL CLERK

NORTH CHARLESTON CITY COUNCIL
AGENDA ITEM

Meeting of July 27, 2023

DATE: June 13, 2023

ITEM TITLE: An Ordinance Amending Section 5-5 of the City of North Charleston Code of Ordinances, Appendix A, Zoning Regulations, to Revise Permitted and Conditional Uses

SUBMITTED BY: Planning Commission

CONTACT PERSON: Megan Clark, Planning Division Director, 843-740-2617

SUMMARY EXPLANATION:
A text amendment is proposed to revise M-1 uses so that storage of dumpsters, portable restrooms, construction trailers, etc., are not located on a mixed-use corridor.

At the public hearing at the Planning Commission meeting, there were no speakers.

STAFF RECOMMENDATION:
Staff recommends approval.

BOARD, COMMISSION, COMMITTEE RECOMMENDATIONS:
The Planning Commission held a public hearing on June 12, 2023, and a motion to recommend approval of the text amendment carried unanimously (7-0-0).

COUNCIL COMMITTEE RECOMMENDATION:
July 20, 2023 The Public Safety Committee voted unanimously by voice vote to recommend approval of this Ordinance as presented. (6-0-0)

COUNCIL ACTION:
Mayor Summey stated that without objection, this item will be referred to the Public Safety Committee on July 20, 2023 for further review and a recommendation.

Exhibits
Resolution __ Ordinance _X Contract ___Minutes __ Plan/Map ___ Transfer of Funds _ Other

EXHIBIT A

Section 5-5. - M-1, Light industrial district:

It is the intent of the M-1 zoning district to provide areas for commercial, warehousing, transportation, and certain light manufacturing activities that provide the backbone for economic development and job creation and are appropriate along established transportation corridors with separation and buffering from residential areas.

...

(b) *Conditional uses*: The following uses shall be permitted on a conditional basis in any M-1 zoning district, subject to the stated conditions:

...

7. Tow yards, storage of construction, trash or industrial dumpsters, construction trailers, and/or portable restrooms provided:

a. The parcels are not wholly or partially located on a Mixed Use Corridor, as established in the Comprehensive Plan.

b. That such uses are enclosed and separated from any adjoining uses or public or private rights-of-way, excluding points of ingress or egress, by a fence or wall at least eight (8) feet in height and screened with vegetative material sufficient to conceal all such uses from public view; and

c~~b~~. The conditions of subsection 9-67(4)(b)(i) of the City Code are met.

ORDINANCE #2023-039

AN ORDINANCE
AMENDING SECTION 5-4 TO ESTABLISH CONDITIONS FOR CAMPGROUNDS AND RECREATIONAL VEHICLE PARKS

WHEREAS, the City of North Charleston is empowered to regulate land use to ensure orderly growth and harmony among neighboring uses; and

WHEREAS, conditions for the establishment of campgrounds and recreational vehicle parks are proposed; and

WHEREAS, pursuant to a duly advertised public meeting held on June 12, 2023, it has been recommended to the Mayor and Council by the Planning Commission that the zoning text should be amended to add conditions for the establishment of campgrounds and recreational vehicle parks.

Now, therefore, be it ordained and enacted by the Mayor and Council that certain provisions of the Zoning Regulations, as amended, be further amended as follows in **EXHIBIT A** attached hereto and incorporated herein.

THE WITHIN ORDINANCE SHALL BECOME EFFECTIVE IMMEDIATELY UPON ITS ADOPTION BY CITY COUNCIL.

Ordained by City Council this 27th day of July, in the Year of Our Lord, 2023, in the 247th year of Independence of the United States of America.

R. KEITH SUMMEY, MAYOR

APPROVED AS TO FORM:

LEGAL COUNSEL

ATTEST:

COURTNAY HEYWARD, MUNICIPAL CLERK

NORTH CHARLESTON CITY COUNCIL
AGENDA ITEM

Meeting of July 27, 2023

DATE: June 13, 2023

ITEM TITLE: An Ordinance Amending Section 5-4 to Establish Conditions for Campgrounds and Recreational Vehicle Parks

SUBMITTED BY: Planning Commission

CONTACT PERSON: Megan Clark, Planning Division Director, 843-740-2617

SUMMARY EXPLANATION:

Currently, campgrounds and recreational vehicle (RV) parks are considered transient housing and allowed as a permitted use in the B-2, General Business zoning district. Recognizing that all B-2-zoned properties might not be acceptable for this use, a text amendment to Section 5-4 is proposed to adopt conditions for the establishment of campgrounds and RV parks, as well as design criteria.

At the public hearing at the Planning Commission meeting, there were no speakers.

STAFF RECOMMENDATION:

Staff recommends approval.

BOARD, COMMISSION, COMMITTEE RECOMMENDATIONS:

The Planning Commission held a public hearing on June 12, 2023, and a motion to recommend approval of the text amendment carried unanimously (7-0-0).

COUNCIL COMMITTEE RECOMMENDATION:

July 20, 2023 The Public Safety Committee voted unanimously by voice vote to recommend approval of this Ordinance as presented. (6-0-0)

COUNCIL ACTION:

Mayor Summey stated that without objection, this item will be referred to the Public Safety Committee on July 20, 2023 for further review and a recommendation.

Exhibits

Resolution __ Ordinance _X_ Contract ___Minutes __ Plan/Map ___ Transfer of Funds _ Other

EXHIBIT A

Section 5-4. B-2, General business district:

The B-2 zoning district is established to provide the appropriate land reserved for general business purposes with particular consideration for general commercial development that supports city-wide as well as regional commerce located along major arterial corridors. The regulations that apply within this district are designed to encourage the formation and continuance of a compatible and economically healthy environment for business, financial, and professional service uses which benefit from being in close proximity to each other. The mixing and stacking of uses shall be encouraged to foster an urban environment with dense, walkable nodes along the city's commercial corridors as designated on the future land use map:

(a) *Permitted uses:* The following uses shall be permitted in the B-2 zoning district:

...

3. Temporary or transient lodging such as: hotels, motels, inns, hostels, missions, homeless shelters, or other shelters, but excluding campgrounds and RV parks (provided, however, that missions, homeless shelters or other like facilities shall not be permitted in an area determined by city council, pursuant to ordinance and state law including the South Carolina Community Development Law and the South Carolina Tax Increment Finance Law, to be a blighted or conservation area);

...

(b) *Conditional uses:* The following uses shall be permitted in any B-2 zoning district subject to the stated conditions:

...

2. Outdoor commercial recreation facilities such as:

   a. Carnivals and circuses provided that no portion of a building, amusement device or ride, parking, or any other appurtenance affiliated with the carnival or circus may be located within one thousand (1,000) feet of a residential zoning district, excluding those hosted by the city on recreational facilities. Hours of operation must be limited to 9:00 a.m. to 10:00 p.m. Sunday through Thursday and 9:00 a.m. to 12:00 a.m. Friday and Saturday. In addition to meeting the current building code requirements for handicap bathroom facilities, the carnival or circus must also meet all other

requirements of the zoning district that the use is operating in, i.e., setbacks, screening, etc.

b. Other outdoor commercial recreation facilities such as paintball, go-karts, etc., subject to the following conditions:

~~a~~i. The hours of operation shall be limited to 8:00 a.m. to 11:00 p.m. when adjacent to residentially used property;

~~b~~ii. Noise-generating activities shall be oriented away from residential areas;

~~c~~iii. Where such uses are located adjacent to residential properties, a twenty-foot setback and a full eight-foot masonry wall shall be required.

c. Campgrounds (including tent and cabins) and recreational vehicle parks, subject to the following conditions:

i. Stays at such locations are limited to 29 days or fewer.

ii. A minimum lot size of three acres is required.

iii. No portion of the parcel is located within a Mixed-Use Corridor as identified by the comprehensive plan.

iv. Landscaping meeting Type-B Buffer requirements, and a full eight-foot masonry wall shall be provided along the perimeter.

v. All internal park roads:

(a) Shall be privately owned and maintained. They shall be constructed to all-weather standards. Park roads shall have a minimum improved width as follows (does not include parking):

(1) One-way road: 12 feet.

(2) Two-way road: 24 feet.

(b) Shall provide a continuous path of travel throughout all recreational vehicle parks. No roadway shall dead-end.

(c) To maintain unobstructed vehicle travel through the interior of the park, no parking along the roadways shall be allowed.

(d) No entrance or exit shall require a turn at an acute angle for vehicles moving in the direction intended, and radii of curbs and pavements at intersections shall be such as to facilitate easy turning movements for vehicles with trailers attached.

vi. Individual lots within the Campground/RV:

(a) May not be established within twenty feet of the parcel line.

(b) May not be established in special flood hazard areas.

(c) Shall be provided with the following hookups:

(1) Electrical;

(2) Water; and

(3) Sewer.

(d) Shall be provided with a low-intensity light at the roadway, internal illuminated site numbers, and Section 4-17 site lighting requirements.

(e) Shall include a minimum of one 9' x 19' parking space, shall be provided per campground/RV lot. (An RV parking pad may satisfy this requirement.) If RVs are to be accommodated, the RV parking pad shall be a minimum of 20 feet wide by 40 feet long with a minimum five-foot-wide setback on each side, or otherwise able to accommodate both the RV unit and the tow vehicle.

vii. A minimum of 20 percent of the property shall be set aside and maintained as open space for the recreational use of park guests. Such space and location shall be accessible and usable by all guests of the park for passive or active recreation. Required buffer areas, outdoor recreational facilities, such as open picnic structures, swimming pools, hot tubs, tennis courts, playground equipment, horseshoe pits, dog parks, etc., may be counted toward this requirement. Parking spaces, driveways, access roads, and parking pads are not considered to be usable open space.

viii. In addition to the individual campground/RV lots, there shall be a minimum of four parking spaces available at the main office, two designated for staff and two designated for visitors. Additional visitor parking spaces shall be provided at a ratio of one parking space per each increment of five campground/RV lots. All parking must include designs for both standard and ADA parking.

ix. All utility lines in the park shall be underground and shall be approved by the agency or jurisdiction providing the service and other applicable permitting authorities.

x. Separate men's and women's restroom facilities shall be provided for use of park patrons as follows: a minimum of one standard toilet stall and one ADA accessible stall, with hand washing sinks available, as appropriate.

xi. If pets are permitted in the campground or RV park, each park shall have a designated, clearly marked pet relief area that is to be maintained regularly to ensure exceptional sanitary conditions. Designated pet waste receptacles shall also be provided.

xii. Site plan required: A site plan showing the above required data, and in all other respects meeting the minimum requirements for a building permit shall accompany all applications to establish a campground or recreational vehicle park.

xiii. Campground/park management:

(a) A business license is required to operate the park, and the owner of the RV park shall be responsible for the development and maintenance of the park in strict conformity with the building site plan, and all applicable laws, codes, and ordinances.

(b) An RV park with 10 or fewer pads shall have a park manager that is accessible 24 hours per day, seven days per week, whose contact information is clearly marked and available to park patrons. RV parks with 11 or more pads will be required to maintain on-site management headquarters.

ix. The zoning administrator may (but shall not be required to) administratively permit a reasonable modification of these requirements without the necessity of a variance being obtained:

(a) Where the requirements of this subsection conflict with the requirements, conditions, or permits of other regulatory agencies; or

(b) For campground lots not designated for RVs.

...

(Ord. No. 1987-19, 4-9-87; Ord. No. 1990-34, 6-28-90; Ord. No. 1992-47, 11-5-92; Ord. No. 1993-7, 3-11-93; Ord. No. 1993-8, 3-25-93; Ord. No. 1998-72, 8-13-98; Ord. No. 2002-38, 5-23-02; Ord. No. 2002-39, 5-23-02; Ord. No. 2002-079, 10-24-02; Ord. No. 2002-090, 11-26-02; Ord. No. 2007-61, 8-23-07; Ord. No. 2009-49, 9-24-09; Ord. No. 2012-041, 9-27-2012; Ord. No. 2014-055, 9-25-2014; Ord. No. 2016-008, 2-25-2016; Ord. No. 2018-064, 10-25-2018; Ord. No. 2020-050, Exh. A, 10-22-2020; Ord. No. 2021-009, Exh. A, 2-25-2021; Ord. No. 2021-077, Exh. A, 11-23-2021; Ord. No. 2022-020, Exh. A, 3-24-2022)

ORDINANCE #2023-043

AN ORDINANCE
AMENDING SECTION 4-10 OF THE CITY OF NORTH CHARLESTON CODE OF ORDINANCES, APPENDIX A, ZONING REGULATIONS, TO REVISE OFF-STREET PARKING REQUIREMENTS

WHEREAS, the City of North Charleston is empowered to regulate land use to ensure orderly growth and harmony among neighboring uses; and

WHERAS, the City of North Charleston's PRIME Comprehensive Plan recommends enhancing the character and design standard; and

WHEREAS, changes to the parking standards are proposed to provide clarity and additional requirements; and

WHEREAS, pursuant to a duly advertised public meeting held on July 10, 2023, it has been recommended to the Mayor and Council by the Planning Commission that the zoning text should be amended to make clarifications and add certain conditions.

Now, therefore, be it ordained and enacted by the Mayor and Council that certain provisions of the Zoning Regulations, as amended, be further amended as follows in **EXHIBIT A** attached hereto and incorporated herein.

THE WITHIN ORDINANCE SHALL BECOME EFFECTIVE IMMEDIATELY UPON ITS ADOPTION BY CITY COUNCIL.

Ordained by City Council this 24th day of August, in the Year of Our Lord, 2023, in the 247th year of Independence of the United States of America.

R. KEITH SUMMEY, MAYOR

APPROVED AS TO FORM:

LEGAL COUNSEL

ATTEST:

COURTNAY HEYWARD, MUNICIPAL CLERK

NORTH CHARLESTON CITY COUNCIL
AGENDA ITEM

Meeting of August 24, 2023

DATE: July 11, 2023

ITEM TITLE: An Ordinance Amending Section 4-10 of the City of North Charleston Code of Ordinances, Appendix A, Zoning Regulations, to Revise Off-Street Parking Requirements

SUBMITTED BY: Planning Commission

CONTACT PERSON: Megan Clark, Planning Division Director, 843-740-2617

SUMMARY EXPLANATION:
A text amendment is proposed to amend Section 4-10, Off-Street Parking Requirements to address the following:

- Add parking standards for various types of recreational uses, catering kitchens, and marinas;
- Revise the parking standards for restaurants to include outdoor seating areas and revise the standard for banks to be calculated based on total floor area; and
- Revise the design standards for off-street parking to include parallel parking standards; and provide a reduction of the parking space size for legal, non-conforming residential lots.

STAFF RECOMMENDATION:
Approval

BOARD, COMMISSION, COMMITTEE RECOMMENDATIONS:
The Planning Commission held a public hearing on July 10, 2023, and a motion to recommend denial of the proposed text amendment failed (2-5-0).

COUNCIL COMMITTEE RECOMMENDATION:
August 17, 2023, the Public Safety Committee voted unanimously by voice vote to recommend approval of this Ordinance as presented. (10-0-0)

COUNCIL ACTION:
Mayor Summey stated that without objection, this item will be referred to the Public Safety Committee on August 17, 2023 for further review and a recommendation.

Exhibits
Resolution __Ordinance __X__ Contract ___Minutes __ Plan/Map __X__ Transfer of Funds _ Other

EXHIBIT A

Section 4-10. Off-street parking required:

The purpose of this regulation is to insure the reasonable provision of future off-street parking facilities within the City of North Charleston. Any use not enumerated herein below shall provide off-street parking facilities in the proportion required of the enumerated use which most closely is related to it.

(a) Off-street parking requirements: At the time of the erection of any building or structure or at the time any structure is enlarged, increased in capacity, or reoccupied, the following minimum off-street parking spaces are required on every lot on which the erection, enlargement or re-occupation occurs, or on a parking facility the title to which and/or easement for the use of which runs with and/or is appurtenant to the title to such building so erected and enlarged. Each fraction occurring in the total spaces required for a particular use shall be construed as one (1) additional space.

...

15. Banks: One (1) space for each two hundred (200) square feet of ~~gross~~ total floor area;

16. Restaurants and similar establishments serving food and beverage: One (1) space for each one hundred (100) square feet of total floor area including areas for outdoor seating;

17. Automobile repair garage: One (1) space for each two (2) employees at maximum employment on a single shift, plus one (1) space for each two hundred fifty (250) square feet of auto repair or maintenance space;

18. Service station: Two (2) spaces for each grease rack or similar facility plus one (1) space for each employee at period of greatest employment;

19. Funeral homes: One (1) space for each four (4) seats in all assembly rooms, plus two (2) spaces for each employee;

20. General business, commercial or personal service establishments catering to the retail trade: One (1) space for each three hundred (300) square feet of total floor space;

21. Commercial, manufacturing and industrial establishments not catering to the retail trade: One (1) space for each two (2) employees at maximum employment on a single shift;

22. College or other institution of higher learning, business, trade, or other school, accessory uses to such facilities, libraries: One space for each one hundred (100) square feet of total inside floor space;

23. Carnivals: One (1) space for each one hundred (100) square feet of activity space; activity space is to be measured around the perimeter or the total activity area. If carnival is operating on premises of a shopping mall, ten (10) per cent of the required parking may be shared with the shopping mall's required parking. Based on the shopping mall's hours of operation and types of buses, the building official may increase the total shared amount of required parking to a maximum of twenty (20) per cent;.

24. Catering kitchens with no on-site sales: One (1) space per five hundred (500) square feet of total floor area plus one (1) space for each two (2) employees at maximum employment on a single shift;

25. Marinas: One (1) space per three (3) boat slips;

26. Recreation facilities:

a. Fitness centers and health clubs: One (1) space per three hundred (300) square feet of total floor area;

b. Airsoft and paintball: One (1) space per two thousand (2,000) square feet of play area;

c. Driving ranges and batting cages: One (1) space for each two (2) bays;

d. Golf courses (including mini): Three (3) spaces per hole plus one (1) space per three hundred (300) square feet of total floor area of the clubhouse or office area.

...

(d) Design standards for off-street parking:

1. Standard parking dimensions. Standard off-street parking spaces shall have a minimum dimension of nine (9) feet wide by nineteen (19) feet long, which is a total dimension of one hundred seventy-one (171) square feet. Parallel off-street parking spaces shall have a minimum dimension of eight (8) feet wide by twenty-two (22) feet long, which is a total dimension of one hundred seventy-six (176) square feet. Residential uses located on a non-conforming lot of record shall be permitted to provide parking spaces meeting a minimum dimension of eight (8) feet in width by fifteen (15) feet in length, which is a total dimension of one hundred twenty (120) square feet.

...

ORDINANCE #2023-049

AN ORDINANCE
AMENDING SECTIONS 5-11 AND 6-17 OF THE CITY OF NORTH CHARLESTON CODE OF ORDINANCES, APPENDIX A, ZONING REGULATIONS, TO CONSOLIDATE THE CITY'S WETLAND BUFFER REQUIREMENTS

Whereas, the wetland buffer standard in the Dorchester Road Corridor I overlay district requires a 25-foot buffer; and

Whereas, the wetland buffer in the remainder of the City is also set at 25 feet; and

Whereas, pursuant to a duly advertised public meeting held on August 14, 2023, it has been recommended to the Mayor and Council by the Planning Commission that the zoning text should be amended to consolidate the wetland buffer requirements into one section of the Zoning Regulations;

Now, therefore, be it ordained and enacted by the Mayor and Council that certain provisions of the Zoning Regulations, as amended, be further amended as follows in **EXHIBIT A** attached hereto and incorporated herein.

THE WITHIN ORDINANCE SHALL BECOME EFFECTIVE IMMEDIATELY UPON ITS ADOPTION BY CITY COUNCIL.

Ordained by City Council this 28th day of September, in the Year of Our Lord, 2023, in the 247th year of Independence of the United States of America.

R. KEITH SUMMEY, MAYOR

APPROVED AS TO FORM:

LEGAL COUNSEL

ATTEST:

COURTNAY HEYWARD, MUNICIPAL CLERK

NORTH CHARLESTON CITY COUNCIL
AGENDA ITEM

Meeting of September 28, 2023

DATE: August 14, 2023

ITEM TITLE: An Ordinance Amending Sections 5-11 and 6-17 of the City of North Charleston Code of Ordinances, Appendix A, Zoning Regulations, to Consolidate the City's Wetland Buffer Requirements

SUBMITTED BY: Planning Commission

CONTACT PERSON: Megan Clark, Planning Division Director, 843-740-2617

SUMMARY EXPLANATION:
A zoning text amendment is proposed to consolidate the wetland buffer requirements into one section, Section 6-17, to streamline administration of the requirements.

STAFF RECOMMENDATION:
Approval

BOARD, COMMISSION, COMMITTEE RECOMMENDATIONS:
The Planning Commission held a public hearing on August 14, 2023, and a motion to recommend approval of the proposed text amendment carried unanimously (6-0-0).

COUNCIL ACTION:
September 14, 2023 Mayor Pro Tempore Skipper stated without objection this item will be referred to the Public Safety Committee September 20, 2023 for further review and a recommendation.

COUNCIL COMMITTEE RECOMMENDATION:
September 20, 2023 the Public Safety Committee voted unanimously to recommend approval of the Ordinance (8-0-0)

Exhibits
Resolution __ Ordinance _X_ Contract ___Minutes __ Plan/Map _X_ Transfer of Funds _ Other

APPENDIX A

Section 5-11. Dorchester Road Corridor I district:

...

(b) *Required buffers.*

...

2. Required buffers for parcels abutting secondary streets and frontage roads.

...

F. *All buffer areas ~~(except riparian buffers)~~.* All buffer areas must accommodate required plant material within the buffer. Drainage swales and storm water detention ponds may be placed in the buffer only when trees are not endangered and only when they meander through the buffer in an unobtrusive manner. Storm water detention ponds may not occupy more than twenty-five (25) per cent of the buffer area. Driveways may pass through a buffer to gain access to parking. Structures other than permitted freestanding signs may not be placed within the buffer.

~~3. Riparian buffers along creeks and wetland areas.~~

~~A. Depth: The vegetative buffer shall be of a minimum depth of twenty-five (25) feet. Depth shall be measured from the edge of the wetland area.~~

~~B. The buffer is to be left pristine and forested. Development within the buffer shall not be permitted for any purposes except the construction of a boardwalk (if required by this ordinance), footpaths parallel to the water, stormwater channels, and utility or roadway crossings. Any development within the buffer pursuant to this sub-section shall observe all requirements of section 5-11(c) set forth below.~~

~~C. Selection of new vegetation for installation in the buffer for purposes of complying with this ordinance shall be based on the native, predevelopment plant community.~~

~~D. Property owners may clear and prune vegetation in a portion of the buffer to establish a "view corridor." The size of a view corridor shall be either seventy-five (75) wide or one-third (⅓) the width of the lot, whichever is less. If the landowner wants to establish a view corridor, he or she must submit a selective clearing and~~

~~landscaping plan to the planning department. The plan must leave enough vegetation in the corridor to maintain the function of the buffer. Any trees removed must be replaced by shrubs or small trees from a plant list of native vegetation supplied by the planning department. To prevent conversion to turf, no pruning shall be allowed below a height of three (3) feet. If a landowner clears more vegetation than is allowed, he or she will be subject to a fine and required to revegetate the segment of the buffer in violation.~~

~~F. Buffer crossings: Attempts should be made to limit the number of road crossing across water bodies and to minimize the width of crossings at the discretion of the planning department and the South Carolina Department of Transportation. Direct right angles shall be used to cross the water bodies. All roadway crossings and culverts should be capable of passing the 100-year flood.~~

~~Road rights-of-way shall be reduced in buffer zones to a maximum width of twenty-five (25) feet, with utilities under pavement. Crossing water bodies with mainline sewer shall be avoided, and sewers shall be sited out of buffers. All footpaths accessing a buffer (running to the water) shall be covered by wooden boardwalks to prevent the channelization of stormwater runoff that is caused by dirt footpaths.~~

~~G. General. Subsequent to the approval of the development site plans, the developer shall be responsible to take such action as may be necessary to protect vegetation specified for retention within the buffer. Approved buffer area clearing and minor vegetation pruning such as removal of dead limbs, removal of trees and other vegetation not designated for retention, and limb-out pruning of existing trees shall be allowed, providing that:~~

~~(i) Such actions shall not damage trees which are specified for retention;~~

~~(ii) Limb-out pruning shall be accomplished by hand pruning at heights less that eight (8) feet above grade; and~~

~~(iii) No vegetation shall be removed which has been specified for retention.~~

~~Proposed development shall avoid excessive or unsightly grading, indiscriminant earth moving or clearing of property, and removal of trees and vegetation which could cause disruption of natural water courses and draining features, or could permanently disfigure natural land forms.~~

...

(Ord. No. 2000-020, 6-8-00; Ord. No. 2000-094, 12-28-00; Ord. No. 2001-59, 9-27-01; Ord. No. 2001-092, 12-27-01; Ord. No. 2006-45, 7-25-06; Ord. No. 2006-46, 7-25-06; Ord. No. 2009-04, 1-8-09; Ord. No. 2012-047, 10-25-2012; Ord. No. 2015-023, 5-28-2015; Ord. No. 2019-034, 6-27-2019; Ord. No. 2021-007, Exh. A, 2-25-2021; Ord. No. 2021-041, Exh. A, 5-27-2021)

Section 6-17. Riparian buffers:

Purpose and intent. The riparian buffer ordinance is established in order to maintain stream habitats and associated vegetation for the purposes of maintaining the physical, chemical and biological integrity of water resources; providing vital natural filtration of stormwater; reducing erosion and controlling sedimentation; stabilizing stream banks; maintaining tidal and stream flows; improving aquatic and terrestrial wildlife habitats; maintaining scenic value and recreational opportunities; and mitigating the impacts of flooding and tropical storms.

(a) *Applicability.* This ordinance applies to all proposed new development, and to expansions to existing development sufficient to trigger application of normal buffer requirements, on properties abutting preserved wetlands and tidal or non-tidal tributaries to the Ashley and Cooper Rivers within the City of North Charleston. This ordinance shall not apply to properties located in ~~the Upper Dorchester Gateway Corridor (article V, section 5-11) or~~ the Ashley River Scenic District (article V, sections 5-8, [5-]9 and [5-]10).

(b) *Riparian buffers adjacent to preserved wetlands and along tributaries of the Ashley River or Cooper River.* Natural vegetative buffers of twenty-five (25) feet in depth shall be maintained on the upland side of critical lines along tidal tributaries of the Ashley River or Cooper River (as designated by the South Carolina Department of Health and Environmental Control's Office of Coastal Resource Management), adjacent to preserved wetlands, and along the upland side of the bank of any non-tidal tributary of the Ashley River or Cooper River. For the purpose of this section a preserved wetland shall mean a jurisdictional wetland regulated by the Army Corps of Engineers. Where a wetland or a portion of a wetland is filled pursuant to a properly-issued permit, no riparian buffer is required along the filled area.

1. *Buildings and impervious surfaces:* No new buildings or impervious surfaces shall be located within the buffer.

2. *Uses allowed within buffer area:* The following uses may be allowed within the buffer area, subject to the normal tree protection regulations in article VI, section 6-16 and review by the zoning administrator:

   a. *Trails:* Pedestrian or bike trails constructed of pervious natural materials and not exceeding ten (10) feet in width.

   b. *Pedestrian or vehicular access:* Access ways leading to such water dependent uses as docks, piers, bridges, and boat landings elevated to above grade to prevent channelization and running perpendicular to the length of the buffer.

   c. *Utilities:* Minimum utility line penetrations as specifically and previously approved on development plans that must necessarily cross a wetland area without a reasonable alternative.

3. *Drainage facilities:* Minimal utility line penetrations, including drainage lines or outfalls, that must necessarily cross a wetland area without a reasonable alternative, provided plans show the disturbed area to be replanted with native species complementary to those existing in the undisturbed area of the buffer.

4. *Landscaping additions to the buffer:* Where natural vegetation may be absent or insufficient to accomplish any degree of storm-water filtration or bank stabilization, additional plantings of indigenous grasses, shrubs and trees may be required at the following minimum rate: Six (6) canopy trees (two and one-half (2½) inch diameter breast height minimum); and ten (10) understory trees (six (6) to eight (8) feet height minimum); and forty (40) shrubs, (three (3) gallons minimum). No new non-indigenous plant species may be planted within the buffer area.

5. The landowner of a site involving a buffer is permitted as follows:

   a. To provide a reasonable view corridor, provided the following requirements are met:~~to selectively clear and prune a minimal amount of vegetation in order to provide a reasonable view corridor, and shall meet the following requirements:~~

      1. ~~a.~~ The view corridor shall be no wider than seventy-five (75) feet or one-third (⅓) of the lot width, whichever is narrower;

      2~~b~~. If the landowner wants to establish a view corridor, he or she must submit a selective clearing and landscaping plan to the zoning department and apply for a zoning permit. The plan must leave enough vegetation in the corridor to maintain the function of the buffer.

         i. No tree of six (6) inches DBH or greater shall be cut or removed;

         ii. All cutting or pruning shall be done by hand—No grubbing or grading is permitted.

      3~~c~~. To prevent conversion to turf, no pruning shall be allowed below a height of three (3) feet.

      4~~d~~. If a landowner clears more vegetation than allowed, he or she will be subject to a fine and required to replant the segment of the buffer that is in violation. Any clearing is also subject to the regulations of the city's Tree Protection Ordinance, which imposes a one thousand eighty-five dollar ($1,085.00) fine per tree cut unlawfully, or up to thirty (30) days in jail.

      5~~e~~. To the extent possible, the placement of the view corridor should coincide with the location of trails, paths, driveways and utility easements which areas shall count toward the maximum width of the view corridor.

   b. Approved buffer area clearing and minor vegetation pruning such as removal of dead limbs, removal of hazardous trees and other vegetation, and limb-out pruning of existing trees shall be allowed, providing that:

      1. Tree and limbs greater than six (6) inches DBH may be removed only after a finding of a clear hazard to the property owner

6. If application of this ordinance shall prohibit all permitted use of a parcel to the extent that no building could be constructed on the parcel, then the zoning

administrator may reduce the natural vegetative buffers required by this section by as much as fifty (50) per cent. Greater reductions must be submitted to the zoning board of appeals.

(Ord. No. 2009-67, 11-24-09; Ord. No. 2010-24, 4-22-2010; Ord. No. 2020-038, Exh. A, 8-27-2020)

ORDINANCE #2023-053

AN ORDINANCE
AMENDING SECTIONS 5-18 AND 5-19 OF THE CITY OF NORTH CHARLESTON CODE OF ORDINANCES, APPENDIX A, ZONING REGULATIONS, TO REVISE USES AND DESIGN STANDARDS

Whereas, the City of North Charleston is empowered to regulate to provide for the health, safety, and welfare of its citizens; and

Whereas, the City is statutorily authorized to pass zoning and land use regulations; and

Whereas, pursuant to a duly advertised public meeting held on September 11, 2023, it has been recommended to the Mayor and Council by the Planning Commission that the zoning text should be amended to revise the conditional uses and design standards in the Rivers Avenue overlay districts.

Now, therefore, be it ordained and enacted by the Mayor and Council that certain provisions of the Zoning Regulations, as amended, be further amended as follows in **EXHIBIT A** attached hereto and incorporated herein.

THE WITHIN ORDINANCE SHALL BECOME EFFECTIVE IMMEDIATELY UPON ITS ADOPTION BY CITY COUNCIL.

Ordained by City Council this 26th day of October, in the Year of Our Lord, 2023, in the 247th year of Independence of the United States of America.

R. KEITH SUMMEY, MAYOR

APPROVED AS TO FORM:

LEGAL COUNSEL

ATTEST:

COURTNAY HEYWARD, MUNICIPAL CLERK

NORTH CHARLESTON CITY COUNCIL
AGENDA ITEM

Meeting of October 26, 2023

DATE: August 30, 2023

ITEM TITLE: An Ordinance Amending Sections 5-18 and 5-19 of the City of North Charleston Code of Ordinances, Appendix A, Zoning Regulations, to Revise Uses and Design Standards

SUBMITTED BY: Planning Commission

CONTACT PERSON: Megan Clark, Planning Division Director, (843) 740-2617

SUMMARY EXPLANATION:
A zoning text amendment is proposed to the Rivers Avenue overlay districts for the following items:

- To clarify the types of storage uses prohibited;
- To prohibit Highway Oriented Uses in the Rivers Avenue South overlay area (from Durant Avenue south to Success Street);
- To revise the applicability of the ordinance to apply both the design and supplemental standards to new construction and additions increasing the footprint by twenty percent (20%) or more;
- To revise the sign standard to apply to new signs;
- To clarify the commercial component for developments 9 units and greater; and
- To add a buffer requirement in the Rivers Avenue South overlay where the development activity does not meet the threshold for an activity zone.

STAFF RECOMMENDATION:
Staff recommends approval.

BOARD, COMMISSION, COMMITTEE RECOMMENDATIONS:
The Planning Commission held a public hearing on September 11, 2023, and a motion to recommend **approval** passed unanimously (7-0-0).

COUNCIL COMMITTEE RECOMMENDATION:
October 19, 2023 the Public Safety Committee voted unanimously by voice vote to recommend approval of this Ordinance as presented. (7-0-0)

COUNCIL ACTION:
Mayor Summey stated that without objection, this item will be referred to the Public Safety Committee on October19, 2023 for further review and a recommendation.

Exhibits
Resolution __ Ordinance _X Contract ___Minutes __ Plan/Map ___ Transfer of Funds _ Other

EXHIBIT A

Section 5-18. Rivers Avenue South overlay district:

A. *Purpose:* The Rivers Avenue South overlay district is intended provide a framework for cohesive development design, safe multi-modal access, and walkable environment. The Rivers Avenue South overlay district shall supersede other zoning regulations where in conflict.

B. *District boundaries:*

1. The overlay district shall consist of all parcels of land having frontage along Rivers Avenue as shown on the attached map.

2. Any subsequent plat which combines a parcel within the overlay with a parcel currently outside the overlay and has frontage along Rivers Avenue shall increase the boundary of the overlay by including the area that was outside the overlay prior to the plat.

3. Any subsequent plat which subdivides a parcel in the overlay and creates a parcel that no longer has frontage along the corridor's main roads shall not have the effect of removing the new parcel from the district boundaries.

C. *Uses:* As an overlay district, permitted uses shall be those of the underlying zoning district classification, as modified herein.

1. *Prohibited uses:* The following prohibited uses may not be located within the Rivers Avenue South overlay district, except at sites fronting Rivers Avenue lawfully occupied by these uses at the time of the passing of this ordinance:

a. Open storage and yard sales, except seasonal sales involving Christmas trees and retail sales;

b. Storage facilities as a primary use;~~,~~

c. ~~including but not limited, to F~~freight terminals, depots and drop yards~~,~~ and container storage and stacking; and~~,~~

~~e~~d. Highway-oriented uses, including gas stations and related convenience stores, ~~Used car and boat sales lots~~, auto repair and parts stores and establishments, tire retreading establishments, paint and body shops; car and truck rentals; establishments selling used and new cars, motorcycles, boats, trailers, recreational vehicles, manufactured homes, and farm and industrial equipment; and car washes.

2. *Conditional uses:*

a. Structured parking as a primary use provided that:

i. Ground floor uses: Parking structures must have at least seventy-five (75) percent of the ground floor frontage along any street or designated pedestrian way consisting of active business uses other than parking, such as offices, retailing, services and entertainment.

ii. There are no blank facades in excess of fifteen (15) feet in length.

1. Windows and doors shall serve as break points for a façade.

2. Unbroken facades in excess of fifteen (15) feet shall be adorned with vegetative growth (vertical gardens or green walls must remain green throughout the year).

3. Structured parking facilities are required to have flat levels which would allow for the structure to be repurposed if the parking use were no longer desired.

b. Surface parking may be used as a primary use on properties that are contiguous or within three hundred (300) feet of a transit stop.

~~c. Gas stations and related convenience stores including a one-bay car wash, provided that:~~

~~i. Conditions required in the underlying zoning are met;~~

~~ii. The building is located between the pumps and the corridor's main road(s);~~

~~iii. Neither overnight nor truck parking is allowed; and~~

~~iv. Vehicle repair is not allowed.~~

~~d. Used auto parts sales, including used tire sales provided that:~~

~~i. Outdoor storage of tires or parts shall not be visible from the right of way between 7:00 p.m. and 7:00 a.m.~~

D. *Signage:* In addition to the city's existing sign code, the following special regulations shall apply to new signs:

i. Freestanding signs: Must be "monument" or "pedestal" in design, not to exceed fifty (50) square feet per sign face and ten (10) feet in height ~~from the ground to the bottom of the sign face~~. One (1) sign per major road frontage.

(a) Shopping center freestanding signs: A shopping center may erect one (1) "monument" or "pedestal" freestanding sign per street frontage, provided the street has a right-of-way width of greater than eighty (80) feet, subject to a limit of two (2) signs per center. One (1) square foot of freestanding signage will be permitted per each linear foot of shopping center building frontage, up to a maximum of one hundred fifty (150) square feet per sign.

(b) Illumination of freestanding signs: Internally illuminated, flashing, and/or moving signs shall not be permitted within the overlay district. External illumination shall be full cut-off and fully shielded fixtures.

ii. Wall signs and window signs (commercial): One (1) square foot of wall and window signage combined will be permitted per each linear foot of building frontage, along the entirety of the building's orientation, up to and not exceeding fifteen (15) per cent of the area of the building façade on which the sign is to be displayed. Window signage shall not exceed twenty-five (25) per cent of the window area.

iii. Materials of signs: Exterior signs shall be fabricated of solid materials such as brick, wood, or concrete or metal.

iv. Prohibited signs: Off-premises signs, portable signs, and temporary signs shall be prohibited within the corridor. Nothing in this section shall be construed to prevent the on-premises display of a for-sale sign not to exceed eight (8) square feet in residential areas and thirty-two (32) square feet in commercial areas.

E. The following standards shall apply to new construction or expansion of existing buildings by twenty (20) per cent or more:

~~*Site and design requirements:*~~

~~1. *Applicability:* New construction or expansion of existing buildings by twenty (20) per cent or more shall be required to meet the minimum overlay requirements.~~

~~2~~1. *Required buffers:*

i. Front buffers: As the overlay intends to create a pedestrian-oriented environment, a ten-foot activity zone will be required in lieu of a front landscaped buffer. See section 5-18. ~~F.1~~ E.4.ii.b for activity zone standards. Improvements not meeting the threshold specified in 5-18 E. shall provide a Type A buffer in accordance with Section 6-12 or the applicable overlay district.

ii. Side and rear buffers:

(a) Developments in the overlay district that abut single-family residential uses shall maintain a Type B buffer along the boundary with the single-family residential use, however an opaque eight-foot wall or fence may be substituted for the Type B buffer.

(b) Fences and walls which face adjacent commercial properties or can be seen from the right-of-way: Façades in excess of fifteen (15) feet in length shall be adorned with either vegetative growth (vertical gardens or green walls must remain green throughout the year), decorative elements, or artistic murals, so long as the mural is not a sign or advertisement.

~~3~~2. *Required screening:*

i. Loading zones: Loading areas shall not be oriented to the front elevation and/or adjacent right-of-way. Additionally, no loading docks or zones shall be oriented towards single-family residentially developed properties, or planned future public or private rights-of-way. Loading areas oriented toward adjoining developed properties, or toward adjoining properties eligible for future development shall be entirely screened from view by the use of solid fencing or appropriate landscaping.

ii. Parking: Off-street parking areas shall not be located between the structure and Rivers Avenue.

iii. Mechanical equipment: Mechanical equipment, whether ground level, raised, or rooftop shall be shielded and screened from public view.

iv. New drive-thrus shall be out of the viewshed from the public right-of-way; and vehicle queuing and circulation shall not impact the pedestrian realm.

43. *Building materials:*

i. Prohibited materials:

a. Unadorned masonry units—Unadorned masonry units are not permitted to be visible from existing and planned future public or private rights-of-way.

b. Corrugated and/or sheet metals—Corrugated and/or sheet metals are not allowed for any façade oriented towards a street frontage and in no manner shall such materials be visible from existing and planned future public or private rights-of-way; this shall not prohibit the use of architectural metal cladding to be included into the overall building composition.

c. Chain link fencing—Chain link fencing is only allowed on property occupied by single-family residential development.

d. Paint and/or similar finish shall not be considered adornment.

e. Mesh or tarp—Mesh or tarp is prohibited as a material to use for screening.

~~F. *Supplemental development standards:* In an effort to promote safe and walkable connectivity and density along the Rivers Avenue South corridor, the following supplemental development standards shall apply to all proposed uses or alterations of existing uses and lands within the established Rivers Avenue South overlay district as defined by section 5-18.B.~~

~~1~~4. Building massing and orientation:

i. *Primary entry.* The primary entry must be from Rivers Avenue with display windows on all street facades for retail buildings. Second floor and above, with a separate entrance from the first floor, shall have primary entrance from Rivers Avenue, when feasible. Buildings, businesses, and residences facing side streets should have entrances from the side. Secondary entrances from the rear of a store are permitted; however, this area may not be designed to the same scale as the primary entry.

ii. *Front setbacks.* New development or improvements to existing development that meet the thresholds stated in section 5-18.E~~.1~~, and with direct frontage on Rivers Avenue, shall be built ten (10) feet from the Rivers Avenue right-of-way to provide an activity zone, which is a space between the building and the right-of-way used for gathering and/or pedestrian circulation.

a. Buildings may increase the standard ten-foot build-to-line up to one-fifth (⅕) of the proposed building height, up to forty (40) feet (for example: a proposal for a one hundred (100) foot tall building could have a setback ranging from ten (10) to twenty (20) feet) provided the front area between the right-of-way and building is used as an activity zone for pedestrian activity.

b. An activity zone shall be considered an open space for pedestrian activities which, shall include landscaping, public art, tables, seating, bike racks, or other pedestrian and active amenities.

i. Allowable activities in the activity zone are limited to the following:

aa. Open air streetside dining,

bb. Outdoor merchandise display that is consistent with the business it is located in front of

cc. Pushcarts.

ii. A hardscape and softscape plan of activities within the activity zone shall be submitted with the development plan and based on the proposed uses along the street frontage and/or the cohesive expansion of the activity zone based on the previous redevelopment of adjacent properties in the overlay district.

iii. Activities within the activity zone shall be permitted to use up to eight (8) feet; leaving a two-foot open area between the right-of-way and the activity.

~~2~~5. All new development or improvements to existing development that meet the thresholds stated in section 5-18.E~~.1~~, and with direct frontage on Rivers Avenue, shall result in, at minimum, a two-story structure; only above grade stories and functional stories count towards this minimum; ornamental stories and below grade stories are allowed, but they cannot be used to meet this requirement.

~~3~~6. In developments with multiple uses, the more active uses, based on parking requirements, should be oriented toward the pedestrian realm, and clearly defined and visible walkways or courtyards shall link the building entrances to and through the activity zone and into the pedestrian realm of the right-of-way.

~~4~~7. Developments with nine (9) or more residential units shall be required to include street level retail/commercial uses occupying at least fifty (50) per cent of the ~~gross first floor area~~street frontage. Uses open to the public with entrances along Rivers Avenue, including but not limited to leasing offices, live/work units, and fitness centers, may count towards the street-level commercial uses.

~~5~~8. No blank wall shall be permitted to face the public street, sidewalks, or other public spaces, such as plazas; canopies; decks; railings and other architectural features are to be used; signs are excluded from this feature.

~~6~~9. Lot requirements: The minimum lot area per dwelling unit shall be one thousand two hundred (1,200) square feet and may be waived if twenty (20) per cent of the dwelling units for the proposed development are dedicated for affordable housing at or below eighty (80) per cent of the area median income (AMI) for a period of twenty (20) years.

~~7~~10. Parking standards:

a. General: No permit for the construction, reconstruction, extension, repair, or alteration of any building, structure, or use of land and no building or land or any part of any building or land, may

be occupied or used until compliant parking has been provided in accordance with the requirements of the City of North Charleston's Code of Ordinances.

b. Where multiple primary uses are proposed for a development, as determined by the zoning administrator, the automobile parking requirements may be reduced by as much as ten (10) per cent.

c. Parking agreements and shared parking: Off-street parking requirements may be met on-site or the requirements may be met using a shared parking agreement or through a leasing contract with a structured parking facility.

1. *Shared parking:*

i. A shared parking agreement must be approved by the zoning administrator upon finding that execution of the agreement will achieve efficiency of land use, coordination between the users will not result in conflict or shortage of parking for either party, and safe pedestrian circulation has been addressed through proper access walkways.

ii. The parcel that has the shared parking spaces must be located within five hundred (500) feet of the parcel on the same side of the street where the user, contracting for the parking is located.

iii. An agreement providing for the shared use of parking areas, executed by the parties involved, must be filed with the zoning administrator, in a form approved by the city attorney. Shared parking privileges will continue in effect only as long as the agreement, binding on all parties, remains in force. Agreements must guarantee long-term availability of the parking, commensurate with the use served by the parking. Evidence of an agreement is required that includes acknowledgement of termination of use should parking rights lapse.

iv. The minimum term for a shared parking agreement shall be ten (10) years. The parking agreement shall require that both parties to the parking agreement shall notify the city at least thirty (30) days prior to termination.

2. *Parking agreements:* Off-street parking requirements may also be satisfied with a parking lease with a structured parking facility provided that:

i. The parking facility must be on a parcel with a boundary within five hundred (500) feet of the parcel where the user with a parking need is located.

ii. Leased spaces in the parking facility must be clearly marked so that the general public would know not to park in the spaces if they were vacant.

iii. Leased spaces may not be shared by any other user at any time or contracted to any other entity for times when the lessee will not use the spaces.

iv. Parking space lease agreements must be for a minimum term often ten (10) years.

d. Curb cuts: Curb cuts provide necessary access from the street right-of-way, across the pedestrian realm, into the interior of lot where vehicles can be parked. In congested areas where curb cuts have not been regulated, the street environment is often dangerous and unwelcoming to pedestrians and other non-motorized forms of transportation. The purpose of this section is to maintain the critical vehicular access to properties along the Rivers Avenue South overlay district while also limiting those vehicular turning and crossing movements within the activity zone and the pedestrian realm so as to create a safer and more accessible street environment for all users regardless of ability, age, mode of transportation, or otherwise.

1. Creation of rear alleys for vehicular access should be encouraged where possible.
2. Parcels having less than one hundred (100) feet of street frontage must share a curb cut access with an adjacent parcel. Interconnectivity of the parking areas through cross access easements between the parcels is encouraged.
3. Parcels with greater than five hundred (500) feet of street frontage on Rivers Avenue may have two (2) curb cuts into the property, separated by a minimum of 100 feet between the curb cuts.
4. Curb cuts shall have a maximum width of thirty (30) feet and have clearly defined markings where they intersect the pedestrian realm.
5. Curb cuts of less than five (5) feet in width shall be permitted as passive solutions for stormwater runoff collection.
6. Curb cuts must be set at least seventy-five (75) feet from the edge of pavement of any street intersections. These minimum spacing requirements shall be increased if a right-turn deceleration lane is required and shall equal the length of the turn lane and taper plus an additional distance of fifty (50) feet.

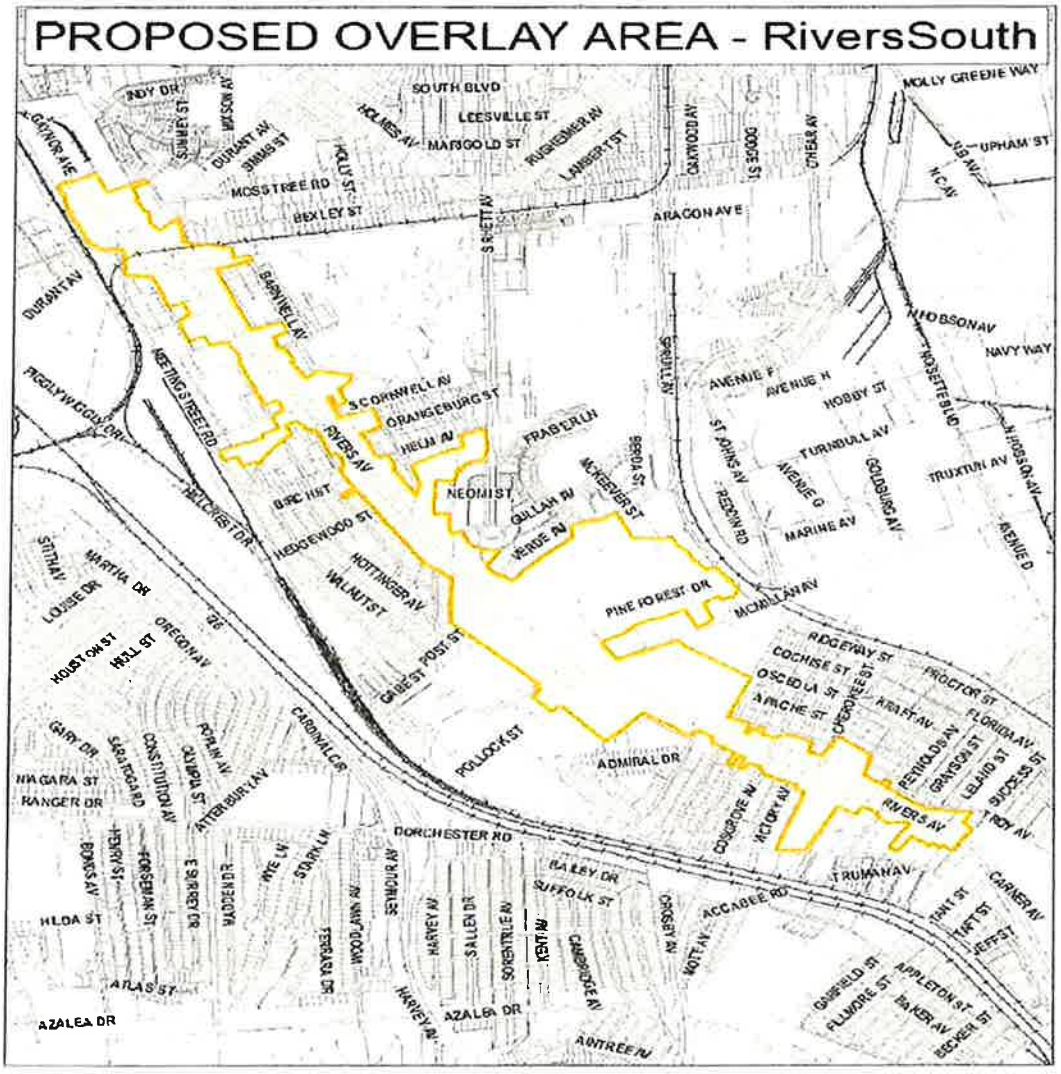
~~8~~11. Utilities: All utilities, including, but not limited to electric utilities, telecommunications, fiber, or cable providers, shall be placed underground. All junction and access boxes shall be screened with sufficient evergreen vegetation so as to obscure them from view. All small wireless facilities shall utilize concealment elements, and disguised as a hardscaped or softscaped amenity, such as benches; flower boxes, or decorative poles when located in the activity zone or in the Rivers Avenue right-of-way. All utility pad features and meters shall be shown on the site plan and are subject to building setbacks.

~~9~~12. Sidewalks: The Rivers Avenue South overlay district shall require sidewalks along both sides of all rights-of-way.

a. Sidewalks shall be a minimum of twelve (12) feet in width along Rivers Avenue.
b. Clear markings on the sidewalk shall indicate all curb cuts; these markings shall provide both visual and physical cues to the pedestrians.
c. Walkways a minimum of five (5) feet wide shall connect building entrances to the sidewalks in the public right-of-way.
d. The private use of public sidewalks is prohibited.
e. These requirements shall supersede section 18-52 of the subdivision regulations.

~~G~~F. *Variance and appeals:* Variances and appeals shall be handled through the board of zoning appeals as provided within chapter 7 of the zoning ordinance of the City of North Charleston. Where the requirements of this overlay district conflict with the requirements, conditions, or permits of other regulatory agencies, the zoning administrator may (but shall not be required to) administratively permit a reasonable modification without the necessity of a variance being obtained.

~~H~~G. *Severability:* If any subsection or clause of this ordinance shall be deemed to be unconstitutional or otherwise invalid, the validity of the remaining sections, subsections, and clauses shall not be affected thereby.



(Ord. No. 2021-035, Exh. A, 4-22-2021; Ord. No. 2022-061, Exh. A, 11-22-2022)

Section 5-19. Upper 52-78 overlay district:

A. *Purpose:* The Upper 52-78 overlay district is intended provide a framework for cohesive development design, safe multi-modal access, and walkable environment.

B. *District boundaries:*

1. The overlay district shall consist of all parcels of land having frontage along Rivers Avenue or University Boulevard as shown on the attached map.

2. Any subsequent plat which combines a parcel within the overlay with a parcel currently outside the overlay and has frontage along Rivers Avenue or University Boulevard shall increase the boundary of the overlay by including the area that was outside the overlay prior to the plat.

3. Any subsequent plat which subdivides a parcel in the overlay and creates a parcel that no longer has frontage along the corridor's main roads shall not have the effect of removing the new parcel from the district boundaries.

4. The Upper 52-78 overlay district overlaps both the University Boulevard overlay district and the Ladson Road overlay district; both districts shall be valid, however the Upper 52-78 district shall supersede other zoning regulations, including other overlay districts where in conflict.

C. *Uses:* As an overlay district, permitted uses shall be those of the underlying zoning district classification, as modified herein.

1. *Prohibited uses:* The following prohibited uses may not be located within the Upper 52-78 overlay district, except at sites located within the overlay district that were lawfully occupied by these uses at the time of the passing of this ordinance:

a. Open storage and yard sales, except seasonal sales involving Christmas trees and retail sales;

b. Storage facilities as a primary use;

c. ~~including but not limited, to F~~freight terminals, depots and drop yards; and container storage and stacking; and,

~~e~~d. Used car and boat sales lots.

2. *Conditional uses:*

a. Structured parking as a primary use provided that:

i. Ground floor uses: Parking structures must have at least seventy-five (75) per cent of the ground floor frontage along any street or designated pedestrian way consisting of active business uses other than parking, such as offices, retailing, services and entertainment.

ii. There are no blank facades in excess of fifteen (15) feet in length.

1. Windows and doors shall serve as break points for a façade.

2. Unbroken facades in excess of fifteen (15) feet shall be adorned with vegetative growth (vertical gardens or green walls must remain green throughout the year).

3. Structured parking facilities are required to have flat levels which would allow for the structure to be repurposed if the parking use were no longer desired.

b. Surface parking may be used as a primary use on properties that are contiguous or within three hundred (300) feet of a transit stop.

c. Gas stations and related convenience stores including a one-bay car wash, provided that:

i. The property is not within the University Boulevard overlay district;

ii. Conditions required in the underlying zoning are met;

iii. The building is located between the pumps and the corridor's main road(s);

iv. Neither overnight nor truck parking is allowed; and

v. Vehicle repair is not allowed.

d. Used auto parts sales, including used tire sales provided that;

i. Outdoor storage of tires or parts shall not be visible from the right-of-way between 7:00 p.m. and 7:00 a.m.

D. *Signage:* In addition to the city's existing sign code, the following special regulations shall apply to new signs:

i. Freestanding signs: Must be "monument" or "pedestal" in design, not to exceed fifty (50) square feet per sign face and ten (10) feet in height from the ground to the bottom of the sign face. One (1) sign per major road frontage.

(a) Shopping center freestanding signs: A shopping center may erect one (1) "monument" or "pedestal" freestanding sign per street frontage, provided the street has a right-of-way width of greater than eighty (80) feet, subject to a limit of two (2) signs per center. One (1) square foot of freestanding signage will be permitted per each linear foot of shopping center building frontage, up to a maximum of one hundred fifty (150) square feet per sign.

(b) Illumination of freestanding signs: Internally illuminated, flashing, and/or moving signs shall not be permitted within the overlay district. External illumination shall be full cut-off and fully shielded fixtures.

ii. Wall signs and window signs (commercial): One (1) square foot of wall and window signage combined will be permitted per each linear foot of building frontage, along the entirety of the building's orientation, up to and not exceeding fifteen (15) per cent of the area of the building façade on which the sign is to be displayed. Window signage shall not exceed twenty-five (25) per cent of the window area.

iii. Materials of signs: Exterior signs shall be fabricated of solid materials such as brick, wood, or concrete or metal.

iv. Prohibited signs: Off-premises signs, portable signs, and temporary signs shall be prohibited within the corridor. Nothing in this section shall be construed to prevent the on-premises display of a for-sale sign not to exceed eight (8) square feet in residential areas and thirty-two (32) square feet in commercial areas.

E. ~~*Site and design requirements:*~~ The following standards shall apply to new construction or expansion of existing buildings by twenty (20) per cent or more:

~~1. *Applicability:* New construction or expansion of buildings by twenty (20) per cent or more shall be required to meet the minimum overlay requirements.~~

~~2~~1. *Required buffers:*

i. Front buffers: As the overlay intends to create a pedestrian-oriented environment, a front buffer will not be required. Improvements not meeting the threshold specified in 5-19 E.~~1~~ shall provide a Type A buffer in accordance with Section 6-12 or the applicable overlay district.

ii. Side and rear buffers:

(a) Developments in the overlay district that abut single-family residential uses shall maintain a Type B buffer along the boundary with the single-family residential use, however an opaque eight-foot wall or fence may be substituted for the Type B buffer.

(b) Fences and walls which face adjacent commercial properties or can be seen from the right-of-way. Facades in excess of fifteen (15) feet in length shall be adorned with either vegetative growth (vertical gardens or green walls must remain green throughout the year), decorative elements, or artistic murals, so long as the mural is not a sign or advertisement.

~~3~~2. *Required screening:*

i. Loading zones: Loading areas shall be oriented so that they are not oriented towards single-family residentially developed properties, or existing and planned future public or private rights-of-way. Loading areas oriented toward adjoining developed properties, or toward adjoining properties eligible for future development shall be entirely screened from view by the use of opaque fencing or appropriate landscaping.

ii. Parking: Off-street parking areas shall not be located between the structure and Rivers Avenue or University Boulevard.

iii. Mechanical equipment: Mechanical equipment, whether ground level, raised, or rooftop shall be shielded and screened from public view.

iv. New Drive-thrus shall be out of the viewshed from the public right-of-way; and vehicle queuing and circulation shall not impact the pedestrian realm.

43. *Building materials:*

i. Prohibited materials:

a. Unadorned masonry units—Unadorned masonry units are not permitted to be visible from existing and planned future public or private rights of way.

b. Corrugated and/or sheet metals—Corrugated and/or sheet metals, are not allowed for any facade oriented towards a street frontage and in no manner shall such materials be visible from existing and planned future public or private rights-of-way; this shall not prohibit the use of architectural metal cladding to be included into the overall building composition.

c. Chain link fencing—Chain link fencing is only allowed on property occupied by single-family residential development.

d. Mesh or tarp—Mesh or tarp is prohibited as a material to use for screening.

e. Paint and/or similar finish shall not be considered adornment.

~~F. *Supplemental development standards:* In an effort to promote safe and walkable connectivity and facilitate mobility along the Upper 52-78 corridor, the following supplemental development standards shall apply to all proposed uses or alterations of existing uses and lands within the established Upper 52-78 overlay district as defined by section 5-19.B.~~

~~1~~4. Building massing and orientation:

i. *Primary entry.* The primary entry must be from Rivers Avenue or University Boulevard or a plaza that fronts on the corridor with display windows on all street facades for retail buildings. Second floor and above, with a separate access point from the main first floor entrance, shall have primary entrance from Rivers Avenue or University Boulevard, when feasible. Buildings, businesses, and residences facing side streets should have entrances onto the facing side street. Secondary entrances from the rear of a store are permitted; however, this area may not be designed to the same scale as the primary entry.

ii. *Front setbacks.* New development or improvements to existing development that meet the thresholds stated in section 5-19.~~D.1~~E shall be built five (5) feet from the Rivers Avenue or University Boulevard right-of-way to provide an additional space between the building and the right-of-way to provide for future sidewalk width expansion as the built environment transitions. Where there is an existing twelve-foot sidewalk, the front setback may be waived.

a. Buildings may increase the standard five-foot build-to-line up to one-fifth (⅕) of the proposed building height, up to forty (40) feet (for example: a proposal for a 100-foot tall building could have a setback ranging from five (5) to twenty (20) feet) provided the front

area between the right-of-way and building is used as an activity zone for pedestrian activity.

i. An activity zone shall be considered an open space for pedestrian activities which shall include landscaping, public art, tables, seating, bike racks, or other pedestrian and active amenities.

ii. Allowable activities in the activity zone are limited to the following:

aa. Open air streetside dining,

bb. Outdoor merchandise display that is consistent with the business it is located in front of, and

cc. Pushcarts.

iii. A hardscape and softscape plan of activities within the activity zone shall be submitted with the development plan and based on the proposed uses along the street frontage and/or the cohesive expansion of the activity zone based on the previous redevelopment of adjacent properties in the overlay district.

iv. Activities within the activity zone shall not encroach two (2) feet from the right-of-way.

~~2~~5. Backage road: A backage road along the corridor will greatly reduce the number of curb cuts on Rivers Avenue and University Boulevard, which will have the effects of enhancing bicycle and pedestrian safety by reducing the number of points of conflict with motorized vehicles, limiting turn movements in and out of the travel lanes on the corridor, improving traffic flow on the corridor, and improving the visual landscape along the corridor.

i. All new development or improvements to existing development that meet the thresholds stated in section 5-19.~~D.1~~E shall provide:

a. A thirty-foot easement in the location identified on the map entitled "Upper 52-78 Corridor Overlay District Infrastructure, Access Management, and Connectivity Map" if the map shows a proposed backage road that intersects the proposed development parcel.

b. Payment into a backage road development fund (at a per linear foot rate determined by the city's public works department) or build a portion of the backage road to enable the development of a twenty-two-foot wide road and eight-foot sidewalk to provide rear access to the properties along the Rivers Avenue North corridor.

ii. The initial easement location for any section of the connectivity plan may be determined during site plan review by the first to redevelop along the corridor in coordination with the city's public works and planning and zoning departments, and future adjacent developments will be required to align the easement across their property with the existing easement on the adjacent property.

iii. Developments that are fronted on the newly created backage roads or other rights of way located within the Upper 52-78 overlay district shall observe the setback regulations of section 5-19(E)(~~1~~4)(ii).

~~3~~6. In developments with multiple uses, the more active uses, based on parking requirements, should be oriented toward the pedestrian realm, and clearly defined and visible walkways or courtyards shall link the building entrances to and through the activity zone and into the pedestrian realm of the right-of-way.

~~4~~7. Developments with nine (9) or more residential units and direct frontage on University Boulevard or Rivers Avenue shall be required to include street level retail/commercial uses occupying at least fifty

(50) per cent of the gross first floor ~~area~~ street frontage. Uses open to the public with entrances along the primary street, including but not limited to leasing offices, live/work units, and fitness centers, may count towards the street-level commercial uses.

~~5~~8. No blank wall shall be permitted to face the public street, sidewalks, or other public spaces, such as plazas. Canopies, decks, railings, windows, green walls defined by vegetative growth, approved public art murals, and/or other architectural features are to be used. No signs of any form shall satisfy this requirement.

~~6~~9. Lot requirements: The minimum lot area per dwelling unit shall be one thousand two hundred (1,200) square feet and may be waived if twenty (20) per cent of the dwelling units for the proposed development are dedicated for affordable housing at or below eighty (80) per cent of the area median income (AMI) for a period of twenty (20) years.

~~7~~10. Parking standards:

a. General: No permit for the construction, reconstruction, extension, repair, or alteration of any building, structure, or use of land and no building or land or any part of any building or land, may be occupied or used until compliant parking has been provided in accordance with the requirements of the City of North Charleston's Code of Ordinances.

b. Where multiple primary uses are proposed for a development, as determined by the zoning administrator, the automobile parking requirements may be reduced by as much as ten (10) per cent.

c. Parking agreements and shared parking: Off-street parking requirements may be met on-site or the requirements may be met using a shared parking agreement or through a leasing contract with a structured parking facility.

1. *Shared parking:*

i. A shared parking agreement must be approved by the zoning administrator upon finding that execution of the agreement will achieve efficiency of land use, coordination between the users will not result in conflict or shortage of parking for either party, and safe pedestrian circulation has been addressed through proper access walkways.

ii. The parcel that has the shared parking spaces must be located within five hundred (500) feet of the parcel on the same side of the street where the user contracting for the parking is located.

iii. An agreement providing for the shared use of parking areas, executed by the parties involved, must be filed with the zoning administrator, in a form approved by the city attorney. Shared parking privileges will continue in effect only as long as the agreement, binding on all parties, remains in force. Agreements must guarantee long-term availability of the parking, commensurate with the use served by the parking. Evidence of an agreement is required that includes acknowledgement of termination of use should parking rights lapse.

iv. The minimum term for a shared parking agreement shall be ten (10) years. The parking agreement shall require that both parties to the parking agreement shall notify the city at least thirty (30) days prior to termination.

2. *Parking agreements:* Off-street parking requirements may also be satisfied with a parking lease with a structured parking facility provided that:

i. The parking facility must be on a parcel on the same side of the street and with a boundary within five hundred (500) feet of the parcel where the user with a parking need is located.

ii. Leased spaces in the parking facility must be clearly marked so that the general public would know not to park in the spaces if they were vacant.

iii. Leased spaces may not be shared by any other user at any time or contracted to any other entity for times when the lessee will not use the spaces.

iv. Parking space lease agreements must be for a minimum term of ten (10) years.

~~8~~11. Curb cuts: Curb cuts provide necessary access from the street right-of-way, across the pedestrian realm, into the interior of the lot where vehicles can be parked. In congested areas where curb cuts have not been regulated, the street environment is often dangerous and unwelcoming to pedestrians and other non-motorized forms of transportation. The purpose of this section is to maintain the critical vehicular access to properties along the Upper 52-78 overlay district while also limiting those vehicular turning and crossing movements within the activity zone and the pedestrian realm so as to create a safer and more accessible street environment for all users regardless of ability, age, mode of transportation, or otherwise.

a. Creation of rear alleys for vehicular access through the backage road development fund will lead to the long-term reduction of most curb cuts in the district.

b. Parcels having less than one hundred (100) feet of street frontage must share a curb cut access with an adjacent parcel. Interconnectivity of the parking areas through cross access easements between the parcels is encouraged. In all instances; connectivity shall supersede buffer requirements and any other circumstances that may conflict with connectivity.

c. Only parcels that have frontage on more than one (1) right-of-way may have two (2) curb cuts into the property.

d. Curb cuts shall have a maximum width of thirty-six (36) feet, however a curb cut of greater than twenty (20) feet will have to be justified by a traffic impact analysis report, and all curb cuts shall have clearly defined markings where they intersect the pedestrian realm.

e. Curb cuts of less than five (5) feet in width shall be permitted as passive solutions for stormwater runoff collection.

f. Curb cuts must be set at least seventy-five (75) feet from the edge of pavement of any street intersections. These minimum spacing requirements shall be increased if a right-turn deceleration lane is required and shall equal the length of the turn lane and taper plus an additional distance of fifty (50) feet.

g. Applicability: New construction and expansion of buildings by twenty (20) per cent or more shall be required to meet the minimum overlay requirements.

~~9~~12. Utilities: All utilities, including, but not limited to electric utilities, telecommunications, fiber, or cable providers, shall be placed underground. All junction and access boxes shall be screened with sufficient evergreen vegetation so as to obscure them from view. All small wireless facilities shall utilize concealment elements, and disguised as a hardscaped or softscaped amenity, such as benches; flower boxes, or decorative poles when located in the activity zone or in the Rivers Avenue or University Boulevard right-of-way. All utility pad features and meters shall be shown on the site plan and are subject to building setbacks.

~~10~~13. Sidewalks: The Upper 52-78 overlay district shall require sidewalks along both sides of all rights of way; individual developments shall only be responsible for installing (or upgrading to the standards of this section) sidewalks adjacent to their parcel(s).

a. Sidewalks shall be a minimum of twelve (12) feet in width along Rivers Avenue and University Boulevard.

b. Sidewalks along the intersecting streets to the corridor or newly developed rights of way within the Upper 52-78 overlay district shall be a minimum of eight (8) feet wide.

c. Clear markings on the sidewalk shall indicate all curb cuts; these markings shall provide both visual and physical cues to the pedestrians.

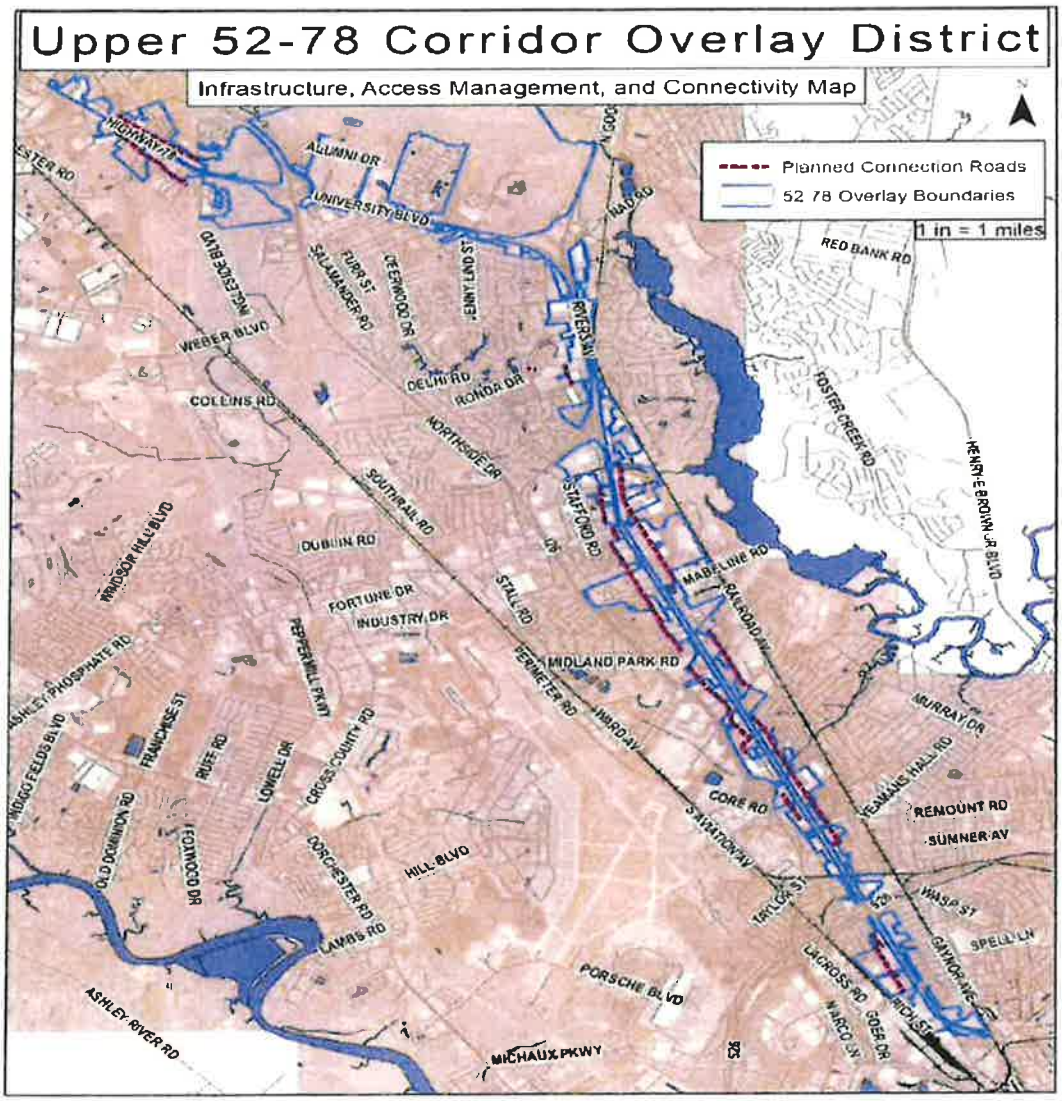
d. Walkways a minimum of five (5) feet wide shall connect building entrances to the sidewalks in the public right-of-way.

e. The private use of public sidewalks is prohibited.

f. These requirements shall supersede section 18-52 of the subdivision regulations.

~~G~~F. *Variance and appeals:* Variances and appeals shall be handled through the board of zoning appeals as provided within article VII of the zoning ordinance of the City of North Charleston. Where the requirements of this overlay district conflict with the requirements, conditions, or permits of other regulatory agencies, the zoning administrator may (but shall not be required to) administratively permit a reasonable modification without the necessity of a variance being obtained.

~~H~~G. *Severability:* If any subsection or clause of this ordinance shall be deemed to be unconstitutional or otherwise invalid, the validity of the remaining sections, subsections, and clauses shall not be affected thereby.



(Ord. No. 2021-052, Exh. A, 7-15-2021; Ord. No. 2022-061, Exh. A, 11-22-2022)

ORDINANCE #2023-058

AN ORDINANCE
AMENDING SECTION 4-7 OF THE CITY OF NORTH CHARLESTON CODE OF ORDINANCES, APPENDIX A, ZONING REGULATIONS, TO ALLOW FOR ELECTRIC VEHICLE CHARGING INFRASTRUCTURE WITHIN REQUIRED SETBACKS

Whereas, the need for electric vehicle charging stations is growing locally, nationally, and worldwide; and

Whereas, such infrastructure is often proposed in existing parking lots in areas which may conflict with the required building setbacks; and

Whereas, pursuant to a duly advertised public meeting held on October 9, 2023, it has been recommended to the Mayor and Council by the Planning Commission that the zoning text should be amended to allow for electric vehicle changing infrastructure within required setbacks.

Now, therefore, be it ordained and enacted by the Mayor and Council that certain provisions of the Zoning Regulations, as amended, be further amended as follows in **EXHIBIT A** attached hereto and incorporated herein.

THE WITHIN ORDINANCE SHALL BECOME EFFECTIVE IMMEDIATELY UPON ITS ADOPTION BY CITY COUNCIL.

Ordained by City Council this 21st day of November, in the Year of Our Lord, 2023, in the 247th year of Independence of the United States of America.

R. KEITH SUMMEY, MAYOR

APPROVED AS TO FORM:

LEGAL COUNSEL

ATTEST:

COURTNAY HEYWARD, MUNICIPAL CLERK

NORTH CHARLESTON CITY COUNCIL
AGENDA ITEM

Meeting of November 21, 2023

DATE: October 9, 2023

ITEM TITLE: An Ordinance Amending Section 4-7 of the City of North Charleston Code of Ordinances, Appendix A, Zoning Regulations, to Allow for Electric Vehicle Charging Infrastructure within Required Setbacks

SUBMITTED BY: Planning Department

CONTACT PERSON: Megan Clark, Planning Division Director, (843) 740-2617

SUMMARY EXPLANATION:
As electric vehicles become more common, the need for electric vehicle (EV) charging stations is growing. While it is not likely economically feasible to create stand-alone charging businesses, it is increasingly common to see chargers installed in existing parking lots of established businesses. Often the parking spaces which are best-suited to EV use are those which are located on the perimeter of the property, usually within the required building setback. In order to allow for EV changing infrastructure to be installed along property lines, a revision to Section 4-7 is proposed.

STAFF RECOMMENDATION:
Staff recommends approval.

BOARD, COMMISSION, COMMITTEE RECOMMENDATIONS:
The Planning Commission held a public hearing on October 9, 2023, and a motion to recommend **approval** passed (4-1-0).

COUNCIL COMMITTEE RECOMMENDATION:

COUNCIL ACTION:
Mayor Summey stated without objection, this item will be referred to the Public Safety Committee on Date for further review and a recommendation.

Exhibits
Resolution __ Ordinance _ X Contract ___Minutes __ Plan/Map ___ Transfer of Funds _ Other

APPENDIX A

Section 4-7. Structures and projections into required yards and setback areas:

Every building or structure,- hereafter erected or established shall be located within the buildable areas as defined by this section, and in no case shall such buildings extend beyond the buildable area into the respective front, side, rear yards or other setbacks required for the district in which the lot is located, except for the following:

...

(6) Electric vehicle charging infrastructure, including, but not limited to, mechanical equipment, cabinets, signage, electrical panels, and charger cables are exempt from building setback requirements.

(Ord. No. 1998-85, 9-24-98; Ord. No. 2000-034, 7-13-00; Ord. No. 2015-005, 1-22-2015; Ord. No. 2018-052, 8-23-2018; Ord. No. 2020-052, Exh. A, 10-22-2020; Ord. No. 2021-047, Exh. A, 6-24-2021; Ord. No. 2021-053, Exh. A, 7-15-2021)

NORTH CHARLESTON CITY COUNCIL
AGENDA ITEM

For Meeting of December 4, 2023

DATE: November 27, 2023

ITEM TITLE: Approval to Sell Lots Identified Under the Approved Olmsted Park Planned Development District (PDD) (District 10)

SUBMITTED BY: Executive/Purchasing

CONTACT PERSON/TELEPHONE: Adam MacConnell, Project Manager

SUMMARY EXPLANATION:
The Olmsted Park Planned Development District (PDD) was approved by City Council in November 2021, which consists of a 26-acre portion of the Charleston Navy Yard Officers' Quarters Historic District. The PDD was established to maintain and enhance the residential character of the existing neighborhood by privatizing the restoration of 12 existing historic lots and development of 31 new home sites per the approved plan. Thomas and Hutton Engineers have completed the engineering designs for the necessary infrastructure upgrades. Staff are requesting approval to prepare these properties for sale.

As required by the PDD, a Property Owners Association (POA) and associated Architectural Review Board (ARB) will be established to ensure that the development proceeds in accordance with the approved PDD.

Appraisals for the properties will be conducted and will set the minimum reserve price for each lot. The method of sale has yet to be determined and may occur via closed bids, live auction or through another approved procurement method.

Furthermore, the initiation of the Navy Yard North redevelopment, expected to commence in 2024, is poised to generate considerable interest in this project. Weekly inquiries from potential buyers keen on acquiring lots in the Navy Yard Officers' Quarters District have been received by our staff, resulting in a compiled list of over 125 interested parties. It is the staff's perspective that the sale of these lots should align with the progress of the Navy Yard North project, strategically leveraging favorable market conditions to maximize the City's financial returns on these assets.

Upon receipt, staff will bring all successful intents to purchase agreements for each property to Finance Committee for review and final approval.

STAFF RECOMMENDATION:
Recommend the Finance Committee approve staff to prepare lots identified under the Olmsted PDD for sale to the private market. Intents to purchase will be brought back to Finance with a recommended approval to City Council.

BOARD/COMMISSION RECOMMENDATION:

COUNCIL COMMITTEE RECOMMENDATION:

COUNCIL ACTION:

EXHIBITS

Resolutions _____ Contract _____ Minutes _____ Plan/Map_____ Transfer of Funds ____ Other _X_

OPEN SPACE LEGEND

- COMMON SPACE (PUBLIC REALM)
- ACCESS / UTILITY EASEMENT
- CIVIC / COMMERCIAL

"PARCEL E"
(RESIDUAL)
TMS#400-00-00-208
CITY OF NORTH CHARLESTON
2.588 ACRES (INITIAL AREA)
1.909 ACRES (TO OLMSTED PARK)
0.679 ACRES (NEW TOTAL)

"LOT B EDC PHASE I"
(RESIDUAL)
TMS#400-00-00-059
CITY OF NORTH CHARLESTON
27.077 ACRES (INITIAL AREA)
0.449 ACRES (TO OLMSTED PARK)
26.628 ACRES (NEW TOTAL)

MARSH

25' RIPARIAN BUFFER

MARSH LOTS

LOT M-3 (MARSH LOT) 47,418 SQ. FT. 1.089 ACRES

LOT M-2 (MARSH LOT) 24,671 SQ. FT. 0.566 ACRES

LOT M-1 (MARSH LOT) 21,108 SQ. FT. 0.484 ACRES

BUILDING 1287

LOT G (HISTORIC LOT) 42,808 SQ. FT. 0.983 ACRES

LOT M-4 (MARSH LOT) 30,209 SQ. FT. 0.694 ACRES

LOT M-5 (MARSH LOT) 13,150 SQ. FT. 0.302 ACRES

LOT M-6 (MARSH LOT) 13,599 SQ. FT. 0.312 ACRES

LOT Q (HISTORIC LOT) 21,077 SQ. FT. 0.484 ACRES

LOT D (HISTORIC LOT) 14,284 SQ. FT. 0.328 ACRES

LOT P (HISTORIC LOT) 9,402 SQ. FT. 0.216 ACRES

LOT Z (HISTORIC LOT) 16,163 SQ. FT. 0.371 ACRES

LOT Y (HISTORIC LOT) 13,785 SQ. FT. 0.317 ACRES

Y Z G O Q R S T W X D P

PARK SPACE (COMMON SPACE)

COMMON SPACE 10.245 ACRES (9.581 ACRES UPLAND AREA) (0.664 ACRES CRITICAL AREA)

ACCESS / UTILITY EASEMENT

VISITOR PARKING FOR LOT 'C-20'

"PARCEL A"
(RESIDUAL)
TMS#400-00-00-044
CITY OF NORTH CHARLESTON
45.253 ACRES (INITIAL AREA)
22.593 ACRES (TO OLMSTED PARK)
22.660 ACRES (NEW TOTAL)

PDD BOUNDARY

PINE ROAD

TURNBULL AVENUE

PINE ROAD

EVERGLADES DRIVE

EXISTING CHAPEL

EXISTING PARKING LOT

CIVIC / COMMERCIAL

GARDEN LOTS

LOT G-1 (GARDEN LOT) 17,666 SQ. FT. 0.404 ACRES

LOT G-4 (GARDEN LOT) 13,469 SQ. FT. 0.309 ACRES

LOT G-5 (GARDEN LOT) 22,737 SQ. FT. 0.522 ACRES

LOT G-2 (GARDEN LOT) 10,804 SQ. FT. 0.248 ACRES

LOT G-3 (GARDEN LOT 12,411 SQ. FT. 0.285 ACRES

HOBSON AVENUE

LOT C-1 (COTTAGE LOT) 8,378 SQ. FT. 0.192 ACRES

LOT C-2 (COTTAGE LOT) 11,057 SQ. FT. 0.254 ACRES

LOT C-20 (COTTAGE LOT) 11,168 SQ. FT. 0.256 ACRES

LOT Q (HISTORIC LOT) 12,796 SQ. FT. 0.294 ACRES

LOT R (HISTORIC LOT) 11,724 SQ. FT. 0.269 ACRES

LOT W (HISTORIC LOT) 5,393 SQ. FT. 0.124 ACRES

LOT X (HISTORIC LOT) 4,963 SQ. FT. 0.114 ACRES

LOT C-9 (COTTAGE LOT) 6,257 SQ. FT. 0.144 ACRES

LOT C-8 (COTTAGE LOT) 6,622 SQ. FT. 0.152 ACRES

LOT C-7 (COTTAGE LOT) 6,477 SQ. FT. 0.149 ACRES

LOT C-6 (COTTAGE LOT) 5,591 SQ. FT. 0.128 ACRES

LOT C-5 (COTTAGE LOT) 6,158 SQ. FT. 0.141 ACRES

LOT C-4 (COTTAGE LOT) 6,690 SQ. FT. 0.154 ACRES

LOT C-3 (COTTAGE LOT) 7,265 SQ. FT. 0.167 ACRES

COTTAGE LOTS

LOT C-19 (COTTAGE LOT) 5,326 SQ. FT. 0.122 ACRES

LOT C-18 (COTTAGE LOT) 5,600 SQ. FT. 0.129 ACRES

LOT C-17 (COTTAGE LOT) 5,403 SQ. FT. 0.124 ACRES

LOT C-16 (COTTAGE LOT) 5,612 SQ. FT. 0.129 ACRES

LOT C-15 (COTTAGE LOT) 5,539 SQ. FT. 0.127 ACRES

LOT C-14 (COTTAGE LOT) 5,530 SQ. FT. 0.127 ACRES

LOT C-13 (COTTAGE LOT) 5,479 SQ. FT. 0.126 ACRES

LOT C-12 (COTTAGE LOT) 5,549 SQ. FT. 0.127 ACRES

LOT C-11 (COTTAGE LOT) 5,873 SQ. FT. 0.135 ACRES

LOT C-10 (COTTAGE LOT) 5,738 SQ. FT. 0.132 ACRES

APPROXIMATE RAILROAD ROW

10'±SS 10'±SS 10'±SS 10'±SS 10'±SS 10'±SS 12'±SS 12'±SS 12'±SS 15'±SS 15'±SS 15'±SS 15'±SS 15'±SS

N E S W

EXHIBIT 'C'
PDD OPEN SPACE PLAN

OLMSTED PARK

NORTH CHARLESTON, SC

PREPARED FOR:
CITY OF NORTH CHARLESTON

PREPARED BY:

THOMAS & HUTTON
Engineering | Surveying | Planning | GIS | Consulting
682 Johnnie Dodds Blvd. • Suite 100
Mt. Pleasant, SC 29464 • 843.849.0200
www.thomasandhutton.com

JOB NO: J-26588	DATE: 08/10/2020
DRAWN: RJW	SCALE: 1" = 40'
REVIEWED: RJW	SHEET: