

**Real Property Committee**  
9:00 a.m., Wednesday, April 3, 2019  
Conference Room  
1207 Palm Boulevard, Isle of Palms, South Carolina

**AGENDA**

1. **Call to Order** and acknowledgement that the press and public were duly notified of the meeting in accordance with the Freedom of Information Act.
2. **Approval of Previous Meeting's Minutes**  
Regular Meeting of March 6, 2019
3. **Citizens' Comments**
4. **Comments from Marina Tenants**
5. **Old Business**
  - A. Presentation of building assessment report
  - B. Consideration of proposal from Lee & Associated to provide real estate consulting services to the City
  - C. Presentation of 2018 beach monitoring and consideration of opportunities for the beach at the south end of the island
  - D. Update on removal/replacement of the underground storage tanks at the IOP Marina
  - E. Update on marina docks rehabilitation project
  - F. Update on joint permitting process for the existing Tidal Wave Watersports dock
  - G. Update on Public Safety Building Repairs project
  - H. Discussion of FY20 Budget
6. **New Business**
  - A. Consideration of Ordinance 2019-07- An Ordinance Amending Title 5, Planning and Development, Chapter 4, Zoning, Article 2, District Regulations Regarding Lot Subdivisions
  - B. Consideration of Ordinance 2019-05 - An Ordinance Amending Title 7, Chapter 1, Business Licenses, of the City of Isle of Palms Code of Ordinances Regarding the Increase of Short-Term Rental License Fees
  - C. Consideration of model ordinance for regulating small cell installations
  - D. Discussion of Tidal Wave Watersports lease
  - E. Discussion of request by homeowner for a Quit Claim Deed from the City for unopened portion of 33<sup>rd</sup> Avenue, 2,532 sq.ft.
  - F. Discussion of request by landowner for the City of Isle of Palms to modify covenants and restrictions related to lots 54/55 between 34th and 35th Avenue to conform to intent of the parties and consistent with previous action of City Council on similarly situated lots.
7. **Miscellaneous Business**

Tenant Rents Report

Next Meeting Date: 9:00 a.m., Wednesday, May 1, 2019 in the Conference Room
8. **Executive Session – if necessary**  
Upon returning to open session, the Committee may take action on matters discussed in Executive Session.
9. **Adjournment**

**Real Property Committee**  
9:00 a.m., Wednesday, March 6, 2019

The Real Property Committee held its regular meeting at 9:00 a.m., Wednesday, March 6, 2019 in the City Hal Conference Room, 1207 Palm Boulevard, Isle of Palms, South Carolina. Attending the meeting were Councilmember Ward, Chair Bell, Interim Administrator Fragoso and City Clerk Copeland; a quorum of the Committee was present to conduct business. Councilmember Ferencz was absent.

1. Chair Bell called the meeting to order and acknowledged that the press and public were duly notified of the meeting in accordance with the Freedom of Information Act.

2. **Approval of Previous Meeting's Minutes**

**MOTION:** Councilmember Ward moved to approve the minutes of the regular meeting of February 6, 2019; Chair Bell seconded and the motion PASSED UNANIMOUSLY.

3. **Citizens' Comments**

Jim Raih, 3904 Cameron Boulevard, said that he read the proposal for the real estate consultant and opined that the City might not receive any proposals because finding someone who could meet all of the criteria was going to be difficult. He stated that he has been in commercial real estate most of his life and was able to meet most of the specifications, but not all. On the subject of a list of certified arborists, he cautioned the City about limiting the number of arborists who can do work on the island; he opined that, if an arborist was certified and registered with the State, he should be allowed to work here.

4. **Comments from Marina Tenants**

Michael Fiem, Tidal Wave Watersports, stated that their dock permit needs to be updated; he noted that it has not been permitted since 1995. He said that he was unaware of the problem until November. He told the Committee that they have everything ready with the exception of the survey, and he was asking permission to hire ATM to do it thereby maintaining all marina related information in one (1) location. He went on to say that, when their dock fell in during the last dredging project, the electrical was torn apart and redone, but the company did a sub-par job. Since they were running out of wire, they started putting junction boxes underneath that were not waterproof; every time there is a really high tide, they lose power and an electrician must be called to dry them out and flip the breaker. With the start of another season, they have decided to go out for bids to redo the electrical on their dock at their expense. They are planning to do a stand-alone location for a shuttle/concierge service to the marina from the Front Beach area, and this service will be in addition to the public transit service for food and beverage employees. Mr. Fiem announced that Tidal Wave will hold another Residents' Day on April 14<sup>th</sup> with donations going to the Exchange Club.

Brian Berrigan, Marina Manager, appreciated the timeline sent to him on the marina restaurant RFP, but he thought that it allocated a short window for prospective respondents to do their due diligence to submit a complete and comprehensive proposal. He asked that bidders be given ninety (90) days to respond.

Chair Bell commented that he and the Interim Administrator have discussed this issue; he agreed that forty-five (45) days was not enough time, and he thanked Mr. Berrigan for his input.

**5. Old Business**

**A. Discussion of marina restaurant lease bid process/timeline**

- 1. Status of building assessment**
- 2. Status of engaging the services of a commercial real estate consultant to guide and advise the City on the bidding process**

Interim Administrator Fragoso reported that the building assessment report will be presented to the City on Wednesday, March 13<sup>th</sup>; as part of the report, Hill voiced concerns about the subfloor under the walk-in freezer and expressed concerns for public safety. She met with the restaurant operator on-site and asked that he engage the services of a structural engineer to draw up a repair action plan for the City.

The deadline for submitting proposals for a real estate consultant was March 8<sup>th</sup>.

**B. Update on removal and replacement of the underground storage tanks at the IOP Marina**

The contractor has indicated that the bulk of the work will be completed next week, and the dockside dispensers will be installed this week in order to pour the concrete on the fuel island next week.

Interim Administrator Fragoso reported that the City has not yet received the analysis of the soil sample that was submitted.

**C. Update on marina dock rehabilitation project**

According to the Interim Administrator, ATM was continuing its work on the permits and was scheduling informal meetings with the permitting agencies.

**D. Status of list of certified arborists**

Referring to Mr. Raih's comments, Chair Bell said that the intention of the list of arborists was not to identify the arborists who would be allowed to work on the island, but would identify arborists that the City considered reliable.

Interim Administrator Fragoso reported that she had not had a lot of time to work on this, but she did have concerns that she wanted to discuss with the City Attorney before going forward, such as, whether it would require a change to the City Code. If a code change was necessary, the City would need to issue a Request for Qualifications.

Director Kerr said he received only a handful of requests in a year to cut down a tree that appeared to be healthy on a site visit and that a possible middle ground would be to add to the budget for Professional Services to allow him to hire an arborist to confirm the health of the tree. He noted that, if an arborist was found to be doing something egregious and inaccurate, a state process existed to "weed" him out. It would not put the City in a position of recommending from a limited list of arborists.

When Chair Bell asked if it would be better to recommend “XYZ company” rather than mandate the “XYZ Company,” Director Kerr stated that he has been cautioned about recommending anyone, but he has given out the names of companies the City has used.

Chair Bell remarked that the Committee would wait for the attorney’s advice.

## **7. New Business**

### **A. Discussion of moratorium on future lot subdivisions as it relates to stormwater management**

Residents have voiced concerns over the current permit application for the subdivision of lots on Forest Trail based on the stormwater flooding they are experiencing currently, and they asked what was needed for the City to declare a moratorium on lot subdivisions. Interim Administrator Fragoso stated that imposing a moratorium was an extreme land use action for the City to take since it completely suspends the rights of property owners to use their property as they choose. She said if the real issues were drainage or development, and, if that was the case, the City has other avenues it could pursue.

Chair Bell said that the Real Property Committee was asked to look into a possible moratorium after the question was posed to the Mayor. In the manner that the Chair addresses issues, he asked what the problem was that needed to be solved. The problem on Forest Trail was not one that the City could do much about under the current zoning regulations. If the core problem was drainage, the island’s drainage issues will not be fully addressed for many years; the drainage problems manifest themselves in two (2) ways, stormwater and king tides. With this knowledge, the next steps would be to address issues the City would have control over, such as lot coverage, the removal of trees, the size of houses and issues around permeability.

The Interim Administrator reiterated that the City has alternatives it could pursue in the way of Code changes to consider as well before calling for a moratorium.

Director Kerr stated that the Planning Commission was looking at all of these issues and would come forward with valuable recommendations.

### **B. Discussion of City’s Tree Ordinance**

Chair Bell commented that he has seen “thirteen (13) palms be eradicated on Waterway that left many in shock;” such instances have caused him to think that the City needed to revisit the tree ordinance based on the level of development on the island. He stated that he did not like that palm trees and pine trees could be removed regardless of their size and have no protections from the City. One (1) woman who has spoken out about the Forest Trail subdivision would be more impacted by the removal of the pine forest in front on her home than the subdivision of the lots. These tall pines have small root bases and are brittle in storms so it could be assumed that they have likely been there since before Hugo and will likely be standing after the next major storm. The Chair opined that the developer on Forest Trail would not be able to build in this subdivided area to the scale of the development planned without the ability to remove the pine trees with no questions asked.

Having been a member of City Council after Hugo, Councilmember Ward stated that many homes were damaged by pine trees, and residents became scared of them.



Director Kerr agreed that pine trees lost their protection after Hugo, and probably on four (4) occasions, the Planning Commission has tried to re-gain their protection. He has found that pine trees have become a very emotional issue among property owners; they fear the pine trees and the potential for damage associated with them.

Referring to the palm trees, the Director stated that they were technically not trees; they do not have an eco-system and have little environmental effect; they are, basically, ornamental. He did state that palm trees were protected and require a permit to remove them.

Director Kerr related that the Sea Cabins that had approximately fifty (50) palm trees in various stages of growth in front of their units, and they wanted to remove some of them; they would replant some on the property and pay the fine for the balance. He was confident that this was the last change to the tree ordinance since they won their challenge from the City; a resident now has the flexibility of removing an older palm tree and to replace it with a new one or to remove a palm and pay to have new palm planted elsewhere on the island. The Director said that he did not see a problem if this Council wanted to revisit that decision.

**D. Discussion of City's allocation of Greenbelt Funds and allowable projects**

According to the Chair, this subject came up when a request was made to the City for the Exchange Club to use the City's current Greenbelt Funds that total approximately one hundred three thousand dollars (\$103,000). At the Council meeting, the question was asked if this request was a legitimate use of Greenbelt Funds. Based on his knowledge of Greenbelt Funds, the Chair thought they should be used for a project that was fully open to the public. Council charged staff to develop a list of projects that would be eligible uses of Greenbelt Funds from which Council could choose.

4

The Interim Administrator understood the charge to staff was to select a project on the island that would meet the criteria for Greenbelt Funds; she stated that eligible uses of Greenbelt Funds were boardwalks, footpaths, unpaved roadways and unpaved small parking areas, wetlands protection, parkland acquisition, etc. She said that she would work with the department managers to develop a list of projects.

Councilmember Ward opined that many uses could be found for these funds, but he "strongly" felt that to donate them to a private club that required membership should be at the bottom of any list.

**D. Discussion of marina leases as they relate to overall vision of the marina property**

Although the referendum was soundly defeated, the City owns responsibility for care and maintenance of the real assets at the marina and owns responsibilities to weigh things in consideration of the value delivered to residents of the island and use of the property. Referring to the leases that are due to expire in 2020, Chair Bell stated that his intention for the marina was to adhere to the lease terms, to adhere to a proper process to get through this and to move it as fast as possible so that the businesses there and potentially there in the future have the best information available.

Interim Administrator Fragoso said that, similar to the process Council had in discussing the future of the marina restaurant lease and the advocacy for putting the lease out to bid before granting a lease extension, she would encourage Council to have the same conversation with Tidal Wave

Watersports about their lease since it expires on September 30, 2020. If Council's inclination was to issue an RFP relative to their lease, the time to do so was now based on the amount of time the process takes. She recalled that the idea of using that dock as a public dock has garnered a good deal of interest in the community, and, if Council decided that it wanted to consider or evaluate further, those discussions need to occur in the near future.

Chair Bell stated that he wanted to give the men from Tidal Wave the opportunity to speak to Council.

Councilmember Ward commented that residents whom he has spoken to like having Tidal Wave on the island; although they take advantage of the activities infrequently, family and friends enjoy Tidal Wave when they are visiting.

**8. Miscellaneous Business**

All tenants were current with the rent payments.

Next Meeting Date: 9:00 a.m., Wednesday, April 3, 2019 in the Conference Room

**9. Executive Session – not needed**

**10. Adjournment**

**MOTION: Councilmember Bell moved to adjourn the meeting at 9:53 a.m.; Councilmember Ward seconded and the motion PASSED UNANIMOUSLY.**

Respectfully submitted:

Marie Copeland  
City Clerk



*Hand Delivered **March 7<sup>th</sup>, 2019***

# LEASING PROPOSAL & MARKET EVALUATION

PREPARED FOR:  
The City of Isle of Palms, SC



**JON CHALFIE**

*Broker*

(843) 345-6000

JChalfie@Lee-Associates.com

**HAILEY CLIFTON**

*Associate*

(843) 300-5209

HClifton@Lee-Associates.com



**LEE &  
ASSOCIATES**

960 Morrison Drive, Suite 400 | Charleston, SC 29403 | 843.747.1200 | lee-charleston.com





# LEASING PROPOSAL & MARKET EVALUATION

## Table of Contents

BACKGROUND <sup>4</sup>

SCOPE OF SERVICES <sup>5</sup>

EXPERIENCE OF PERSONNEL <sup>6-7</sup>

EXPERIENCE OF THE FIRM <sup>8-13</sup>

EXPERIENCE IN CHARLESTON <sup>14-20</sup>

QUALITY OF REFERENCES <sup>21</sup>

QUALITY OF PREVIOUS WORK <sup>22</sup>

PRICE PROPOSAL <sup>23</sup>



BACKGROUND



ASSIGNMENT

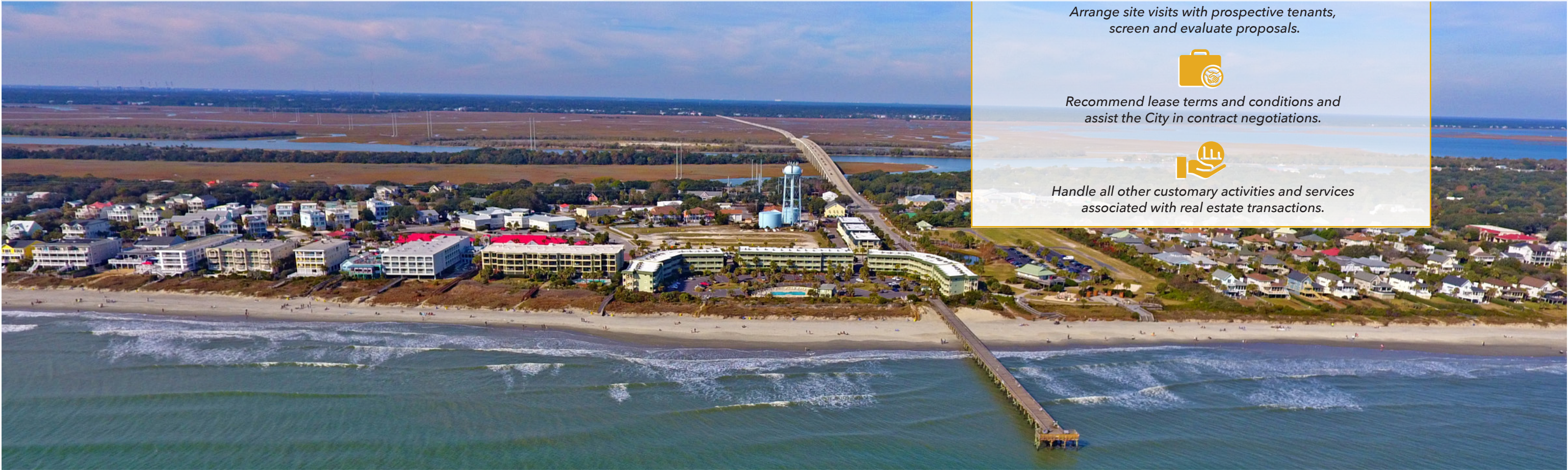
Operating under an Exclusive Agreement to Lease Real Property, Lee & Associates will develop a tailored plan to position your property within the market and achieve your desired result in the shortest amount of time possible. Lee & Associates specializes in commercial real estate and will develop a favorable lease strategy for the City, manage the request for proposals process, and advise in contract negotiations.

OBJECTIVE

Lee & Associates plans to accomplish the Assignment above by:

Conducting a comprehensive evaluation of the property to determine how best to position it in the market. Defining the most lucrative and realistic strategy to lease your property. Establishing a mutually agreeable marketing plan to promote the listing. Identifying and pursuing target prospects through all avenues possible. Providing detailed due diligence management once a tenant is identified to ensure a smooth closing.

Lee & Associates' has a passion for connecting people with the right properties. Our emphasis on putting people first has resulted in strong relationships with commercial brokers and developers throughout our market, the state, and beyond.



SCOPE OF SERVICES



*Jon Chalfie & Hailey Clifton will meet with the appropriate City staff to discuss the overall goals and strategy.*



*They will review feasibility and evaluate all available options to develop an efficient strategy for the marina restaurant lease procurement process.*



*Compare and evaluate alternatives that address potential operational and fiscal impacts.*



*Prepare the Request for Proposals documents.*



*Prepare financial analysis, including net present value calculations, to compare prospective tenant proposals.*



*Arrange site visits with prospective tenants, screen and evaluate proposals.*



*Recommend lease terms and conditions and assist the City in contract negotiations.*



*Handle all other customary activities and services associated with real estate transactions.*



PERSONNEL EXPERIENCE



O 843.793.6975  
C 843.345.6000

JChalfie@Lee-Associates.com  
lee-charleston.com

960 Morrison Drive, Suite 400  
Charleston, SC 29403  
License ID: 5840

JON CHALFIE

Broker

PROFILE

Jon joined the Lee & Associates team in 2012. Jon is a familiar face in the Charleston commercial real estate market. An economics graduate of the University of Wisconsin, Jon Chalfie has more than 18 years' experience in commercial real estate. Jon specializes in office and retail space as well as investment properties throughout the Charleston area. He represents businesses who are looking for advice on site selection, negotiation and lease evaluation as well as Landlords who are looking to get their property premium visibility and ultimately the highest return on their investment.

A former property manager, he offers a wide variety of experience in commercial and multi-family projects. These experiences allow him to recognize issues that are important to both owners and tenants. He has completed over 250 transactions allowing him to more easily recognize deal points that are helpful to get results.

Jon is very active within the Charleston community. Through his Rotary involvement Jon became a Paul Harris Fellow and earned Presidential Citations from the Rotary Club of Daniel Island in both 2010 and 2011. He has served twice on American Heart Association committees and participated as both a lead advisor and total resource campaign member for the Charleston Metro Chamber of Commerce for several years. He also volunteers his time coaching youth sports for the Mt. Pleasant Recreation Department and Charleston County School District. In his spare time he enjoys live music, golf, and is a passionate supporter of the US men's national soccer team.

Jon is committed to getting his clients the best value in every transaction and offering them honest advice to make sound long term real estate decisions.

PROFESSIONAL AFFILIATIONS

- REALTORS® of Distinction, 2012 - 2015
- Town of Mount Pleasant Board of Zoning Appeals, Former Member
- Mt. Pleasant Chamber of Commerce, President 2013—2014
- Charleston Trident Association of REALTORS® (CTAR), Member
- South Carolina Association of REALTORS® (SCAR), Member
- National Association of REALTORS® (NAR), Member
- Commercial Investment Division (CID) of CTAR, Member since 2001
- CoStar Power Broker, 2011

PERSONNEL EXPERIENCE



O 843.277.4324  
C 843.300.5209

HClifton@Lee-Associates.com  
lee-charleston.com

960 Morrison Drive, Suite 400  
Charleston, SC 29403  
License ID: 93134

HAILEY CLIFTON

Associate

PROFILE

Hailey is a Commercial Associate whose focus is representing businesses who are looking for advice on site selection, negotiation and lease evaluation as well as Landlords who are looking to get their property premium visibility and ultimately the highest return on their investment. She began working at Lee and Associates in 2014, immersing herself in Charleston's commercial real estate scene as Office Manager and Brokerage Services and Marketing Coordinator. Her Lee experience "behind the scenes" illustrates the many ways that marketing plays a crucial role in commercial real estate. She knows the processes, she knows the market, and she has an acute understanding of advertising and promotional tools – print, web and social media. This is experience that Hailey puts to use daily for her Lee clients.

Hailey earned her Bachelor's in Business Administration from the UNC Wilmington. She brings to Lee & Associates Charleston valuable business, organizational and communication skills. Hailey previously served as Public Relations/Marketing Coordinator for Charleston's hugely successful Maverick Southern Kitchens family of restaurants. She was also Manager of Membership Services for the 800-member Myrtle Beach Area Hospitality Association.

Outside of the office, Hailey enjoys spending time with her family and friends, which usually includes one of the many outdoor activities that Charleston has to offer.

• LEE & ASSOCIATES BROKERAGE SERVICES •

What Does Lee & Associates Charleston Provide to Their Clients?

OWNER SERVICES

Whether identifying acquisition opportunities, implementing effective leasing programs, or managing properties more efficiently, we are always seeking opportunities to maximize the value of your assets.

- Project Leasing
- Acquisition & Disposition Services
- Management Services
- Repositioning & Redevelopment Services
- Valuation & Appraisal Services

DEVELOPER SERVICES

Knowing what to build is just as important as knowing where to build it. Our team works with you from conceptualization to completion to ensure the project vision meets your objectives, as well as the market's requirements.

- Project Leasing
- Land Assembly & Acquisition
- Site Selection & Entitlement
- Disposition & Investment Sales
- Valuation Services & Appraisal

TENANT REPRESENTATION SERVICES

Today's real estate decisions require complex information; Lee offers tenants and buyers competitive assessments, market analysis, creative market search, and deal negotiation. Whether you are expanding, relocating, contracting, or optimizing your existing locations, our team is here to help.

- Office Services
- Site Selection
- Financial Analysis
- Lease Administration
- Incentive Analysis
- Highest & Best Use Studies

Lee & Associates is a full-service commercial real estate firm headquartered in Charleston, South Carolina that specializes in:

• BROKERAGE • PROPERTY MANAGEMENT • DEVELOPMENT •





## Lee & Associates **Charleston's** Portfolio



TRANSACTION VOLUME  
**\$315,556,684**



SQUARE FEET SOLD  
**1,071,704**



SQUARE FEET LEASED  
**1,795,336**



LEASE TRANSACTIONS  
**283**



SALES TRANSACTIONS  
**54**



ACRES OF LAND SOLD  
**31**

## Lee & Associates **Retail** Portfolio



TRANSACTION VOLUME  
**\$54,341,072**



SQUARE FEET SOLD  
**48,160**



SQUARE FEET LEASED  
**191,114**



LEASE TRANSACTIONS  
**69**



SALES TRANSACTIONS  
**10**

\*The above statistics are from January 1, 2018 to February 28, 2019  
10

## DESIGNATIONS & MEMBERSHIPS

Agents in our office are affiliated with various industry-related associates including:

The Society of Industrial and Office Realtors (SIOR), Certified Commercial Investment Members (CCIM), National Association of Realtors (NAR), Urban Land Institute (ULI), International Council of Shopping Centers (ICSC), NAIOP, and US Green Building Council (USGBC).



**5** SIOR Members | **6** CCIM Members | **1** RPA Member | **3** CPM Members | **1** FMA Member | **6** CREW Members

## ACHIEVEMENTS

Lee & Associates Charleston enjoys an excellent reputation in all areas of the Charleston area commercial real estate and business community. Our reputation is an intangible asset that is extremely beneficial to our clients.

## OTHER ACCOMPLISHMENTS INCLUDE (but not limited to):

- Costar Power Broker "Top Leasing Firms"
- Costar Power Broker "Top Sales Firms"
- Charleston's Choice Award
- Agents in our office are Realtors of Distinction Award recipients
- Agents in our office are Commercial Circle of Excellence members

*Lee & Associates Charleston has more **SIOR & CCIM** members than any other firm in the Charleston area!*

## THE LEADERBOARD

#1

COMPANY NAME	# DEALS (LAST 365)	DEALS SF (LAST 365)	LANDLORD REP PROPERTIES	LANDLORD REP RBA	\$ SALES TRANSACTIONS (3YR)	\$ SALES TRANSACTIONS (3YR)
<b>LEE &amp; ASSOCIATES</b>	<b>328</b>	<b>2,721,406</b>	<b>161</b>	<b>9,535,942</b>	<b>147</b>	<b>260,662,699</b>
Avison Young	126	774,838	278	6,167,211	95	148,512,356
CBRE	70	655,960	187	8,896,835	89	576,309,422
Coldwell Banker Commercial	35	100,479	178	1,359,218	66	116,073,468
Beach Company	33	159,580	41	1,231,831	42	70,690,416
Ziff Properties, Inc.	32	120,611	41	1,595,500	3	11,125,000
NAI Charleston	31	112,382	80	1,273,499	59	170,871,665
RE/MAX Pro Realty	31	92,379	172	950,979	62	46,669,000
Belk Lucy	27	35,109	126	1,917,908	16	19,811,272
WRS, Inc.	26	50,848	100	2,667,078	14	13,350,100
Cushman & Wakefield	25	209,690	22	1,529,951	29	63,311,580
JLL	23	828,128	82	10,176,900	20	157,152,786
Bridge Commercial	21	505,032	46	5,940,347	27	155,680,709
Adams Property Group	19	25,607	18	345,286	9	31,748,855
Palmetto Commercial Properties	18	59,060	73	1,341,879	40	54,807,000

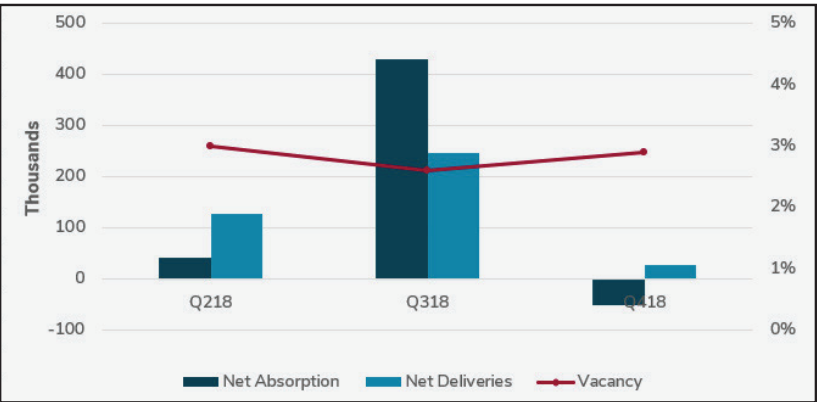
\*Numbers Taken From CoStar as of January 31, 2019





FOURTH QUARTER SUMMARY

The combination of job and population growth along with an already strong tourism industry continue to bolster the retail sector here in the Holy City. Companies such as Boeing, Benefitfocus and PeopleMatter continue to bring in not only more jobs, but higher paying one that have helped increase the retail consumption. Retail development in 2018 saw a 37.5% increase over its 10-year average to end 2018 at 550,000 SF delivered that included a new Costco and Lowes in Mount Pleasant. Vacancy rates remained virtually unchanged at 2.7%. Well below national vacancy rates is partially due to fast absorption on new developments and larger move-ins by companies like Whole Foods, Gander Outdoors, and Big Lots.



Wando Crossing

PRICE: ..... Call for Info  
SIZE: ..... 960-5,540 SF  
AGENTS: ..... John Orr, CCIM  
Elyse Welch, CCIM  
Lindsey Halter

Wando Crossing is at the center of Mount Pleasant, at the high-trafficked, signalized intersection of Highway 17 and 1-526, in the highest income submarket of Charleston. The center, which recently underwent facade renovations, is anchored by Walmart, TJ Maxx, Marshalls/HomeGoods, Office Depot, and Petco, with a Total Wine & More coming soon!

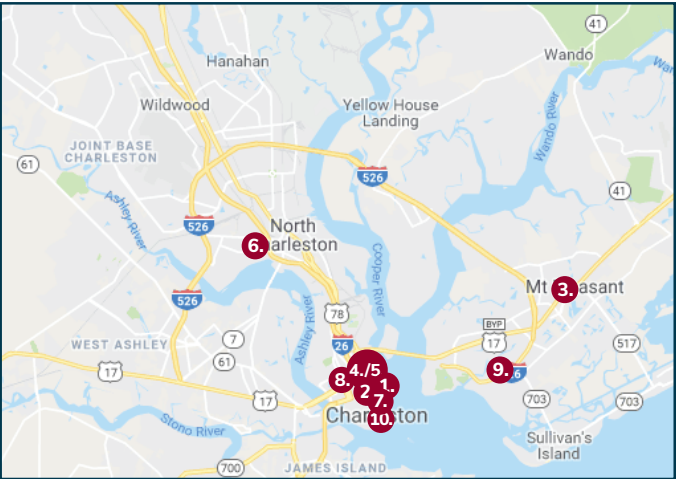
FOR LEASE



Total Wine & More Opening Soon!

4Q 2018 Retail Standings by Submarket

Submarket	Total Buildings	Total SF	Direct Vacant SF	% Vacancy	YTD Net Absorption (SF)	YTD Deliveries (SF)	# SF Under Construction	Quoted Rates
Dorchester County	687	5,634,637	227,980	4%	545,078	4,670	20,000	\$15.78
Downtown Charleston	688	3,949,917	132,451	3.4%	(17,670)	6,860	492,061	\$38.68
E Charleston County	16	73,239	1,667	2.3%	0	0	0	\$16.42
East Islands/Mt. Pleasant	578	6,435,689	128,240	2%	399,646	264,978	113,407	\$24.14
Greater Charleston	696	7,923,862	243,976	3.1%	86,316	161,040	76,000	\$18.61
James Island/Folly Beach	225	1,817,529	25,632	1.4%	2,094	0	0	\$18.57
North Charleston	1,029	10,194,543	326,552	3.2%	96,888	75,897	26,400	\$16.32
Outlying Berkeley County	799	7,825,151	160,993	2.1%	101,256	96,840	154,820	\$14.74
W Charleston	83	473,307	27,084	5.7%	23,028	17,655	0	\$11.10
West Island	92	579,039	14,488	2.5%	(2,238)	0	27,000	\$25.96
Totals	4,893	44,906,913	1,289,063	2.97%	1,234,398	627,940	909,688	\$20.03



4Q 2018 Top 10 Retail Leases

Rank	Address	Size	Tenant	Price/SF
1	36 N Market St	827	-	\$80.00
2	85 S Market St	1,500	-	\$58.00
3	1236-1240 Belk Dr	728	Hustle Smoothie Bar	\$44.00
4	465 Meeting St	2,391	-	\$40.00
5	465 Meeting St	6,208	-	\$40.00
6	310 Azalea Square Blvd	2,407	-	\$35.00
7	3 Broad St	1,100	-	\$35.00
8	131 Spring	5,800	Coastal Conservation League	\$35.00
9	826 Coleman Blvd	2,250	-	\$33.00
10	198 E Bay St	1,640	Carmella's	\$28.00

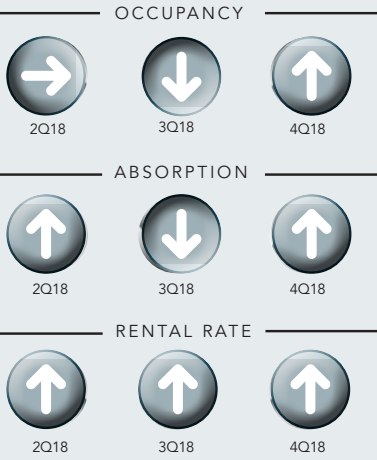
Source: CoStar







Market Indicators



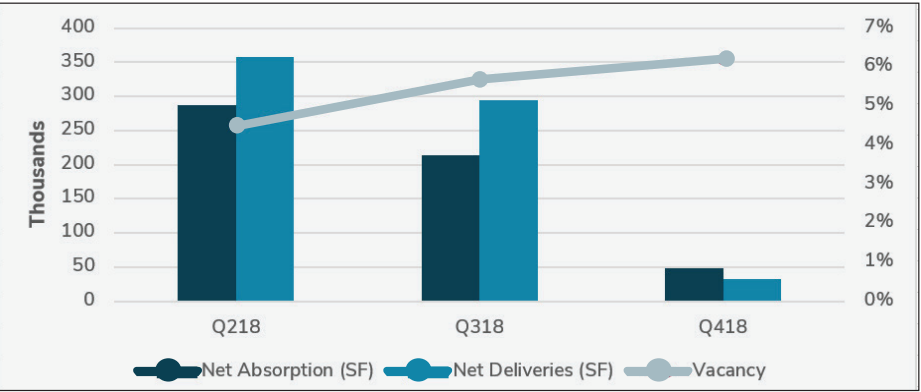
2018 Charleston Economy Spotlight

- Largest Employment Industry: Trade, Transportation & Utilities (Source: NAICS)
- 602,202 SF Office Space Under Construction (Source: CoStar)
- 3,226 Existing Inventory of Office Buildings (Source: CoStar)
- South Carolina Ranked #5 Top States for Doing Business (Source: Area Development Online)

FOURTH QUARTER SUMMARY

Vacancy rates rose for the third straight quarter to 6.3% at years end, however, this is still far lower than the national average of 9.8%. Charleston Office rents remain the highest in South Carolina at roughly \$27.00/SF. Office development increased considerably throughout the year with

the help of 65,000 SF Gateway Mount Pleasant being delivered in October. Charleston's booming economy continues to bring more investors to the area with more than \$300 million trading by years end with the average cap rate at 6.9%.



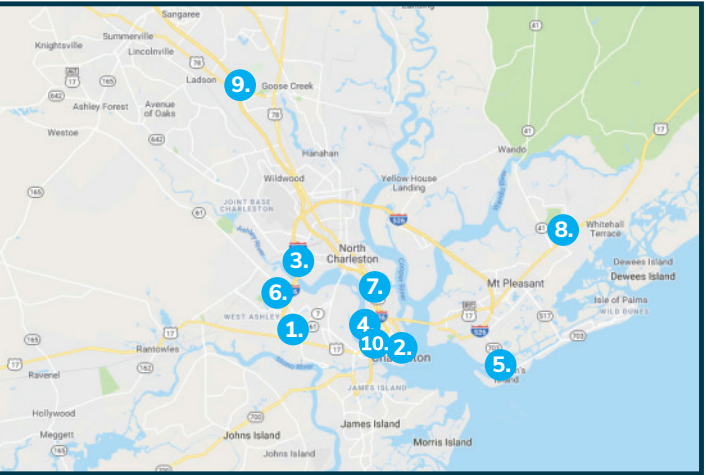
**1014 St. Andrews Blvd**  
**PRICE:** ..... \$33.75/SF (Annual)  
**SIZE:** ..... 1,088-28,324 SF  
**AGENTS:** ..... Reid Davis, CCIM, SIOR  
Pete Harper, CCIM  
Cameron Yost

1014 St. Andrews Blvd, or The Truluck Center, offers office tenants the unique opportunity to lease brand new, Class A space in the heart of West Ashley! All suites can be delivered turn key and provide users with hard to find amenities including ample free parking and great visibility. This exclusive property is in close proximity to downtown and major thoroughfares including: I-26, I-526, Savannah Hwy, Hwy 61, and Sam Rittenberg Blvd—making this location ideal for a wide variety of users.



4Q 2018 Office Standings by Submarket

Submarket	Total Buildings	Total SF	Direct Vacant SF	% Vacancy	YTD Net Absorption (SF)	YTD Deliveries (SF)	# SF Under Construction	Quoted Rates
Dorchester County	411	1,932,940	66,276	3.4%	8,784	14,632	35,331	\$22.41
Downtown Charleston	460	5,910,000	205,408	3.5%	(13,717)	11,000	248,000	\$31.88
E Charleston County	3	35,233	0	0.0%	0	0	0	\$26.35
East Islands/Mt. Pleasant	435	4,023,821	303,046	7.5%	(3,198)	172,936	144,815	\$28.45
Greater Charleston	572	5,101,728	314,538	6.2%	244,462	172,000	88,100	\$26.35
James Island/Folly Beach	142	541,627	9,935	1.8%	4,581	4,898	0	\$27.95
North Charleston	741	9,822,214	724,196	7.4%	(52,950)	282,510	47,052	\$23.80
Outlying Berkeley County	362	2,543,184	179,985	7.1%	172,576	229,015	30,000	\$22.14
W Charleston	29	96,881	1,204	1.2%	(1,204)	0	0	\$23.97
West Island	71	270,221	18,452	6.8%	(7,410)	0	8,904	\$25.35
Totals	3,226	30,277,849	1,823,040	5.9%	351,924	886,991	602,202	\$25.87



4Q 2018 Top 10 Office Sales

Rank	Address	Size	Price	Price/SF
1.	1 S Park Cir	139,060	\$25,000,000	179.78
2.	87 Broad St	49,692	\$24,000,000	482.98
3.	4390 Belle Oaks Dr.	104,610	\$21,000,000	200.75
4.	19 Hagood Ave	165,742	\$18,600,000	112.22
5.	2113 Middle St	6,600	\$4,580,000	693.94
6.	2051 Charlie Hall Blvd	8,008	\$3,300,000	412.09
7.	1819 Meeting St	5,908	\$1,530,000	258.97
8.	1200 Innovation Way	51,000	\$1,350,000	26.47
9.	9279 Medical Plaza Dr	10,500	\$1,341,450	127.76
10.	33 Lockwood Dr	5,000	\$1,231,306	246.26

Source: CoStar





EXPERIENCE IN CHARLESTON

LEE & ASSOCIATES  
NATIONWIDE

Lee & Associates British Columbia

Vancouver, BC

Lee & Associates West

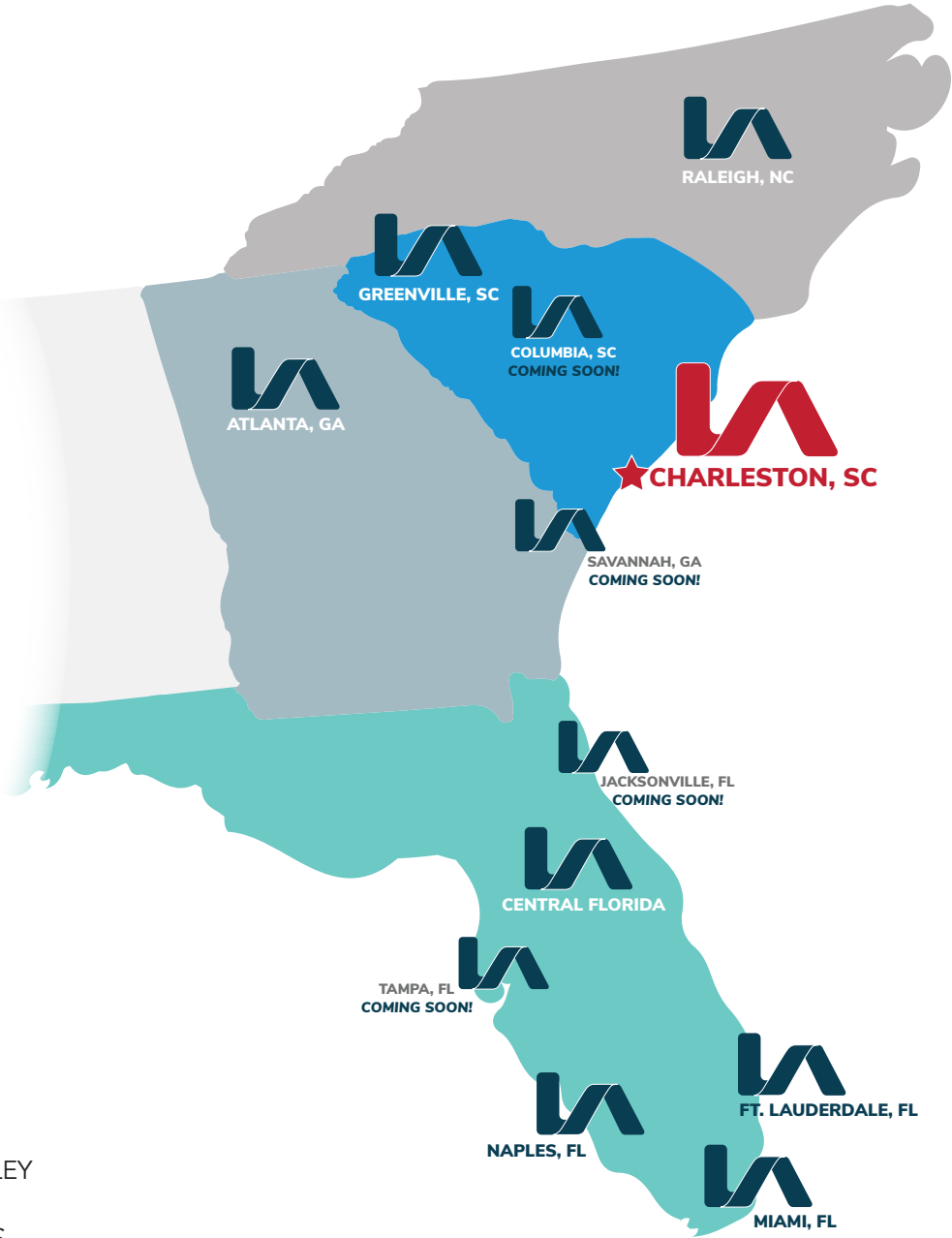
Seattle, WA  
Tacoma, WA  
Boise, ID  
Denver, CO  
Reno, NV  
Pleasanton, CA  
Stockton, CA  
Oakland, CA  
Walnut Creek, CA  
San Luis Obispo, CA  
Los Olivos, CA  
Oxnard, CA  
Santa Barbara, CA  
Gardena, CA  
Pasadena, CA  
City of Industry, CA  
Victorville, CA  
Long Beach, CA  
Riverside, CA  
Irvine, CA  
Murrieta, CA  
Carlsbad, CA  
San Diego, CA  
Palm Desert, CA  
Los Angeles, CA | ANTELOPE VALLEY  
Los Angeles, CA | CALABASAS  
Los Angeles, CA | SHERMAN OAKS  
Los Angeles, CA | NEWPORT BEACH

Lee & Associates Southwest

Phoenix, AZ  
Dallas/Ft.Worth, TX  
Houston, TX

Lee & Associates Midwest

Minneapolis, MN  
Chicago, IL  
St. Louis, MO  
Indianapolis, IN  
Greenwood, IN  
Detroit, MI  
Cincinnati, OH  
Cleveland, OH  
Columbus, OH  
Madison, WI



Lee & Associates Northeast

Mechanicsburg, PA | EASTERN & CENTRAL PENNSYLVANIA  
Columbia, MD | MARYLAND  
Fort Washington, PA | EASTERN & SUBURBAN PHILADELPHIA  
Elmwood Park, NJ | NORTH & CENTRAL NEW JERSEY  
New York, NY | NEW YORK

Lee & Associates Southeast

Atlanta, GA  
Atlanta, GA | VALUATION & CONSULTING  
Greenville, SC  
Charleston, SC  
Orlando, FL  
Ft. Myers, FL  
Ft. Lauderdale, FL  
Miami, FL  
Raleigh, NC

EXPERIENCE IN CHARLESTON

LEE & ASSOCIATES IS THE LARGEST  
BROKER-OWNED COMMERCIAL REAL  
ESTATE FIRM IN NORTH AMERICA

Industry Sponsorships  
& Organizations



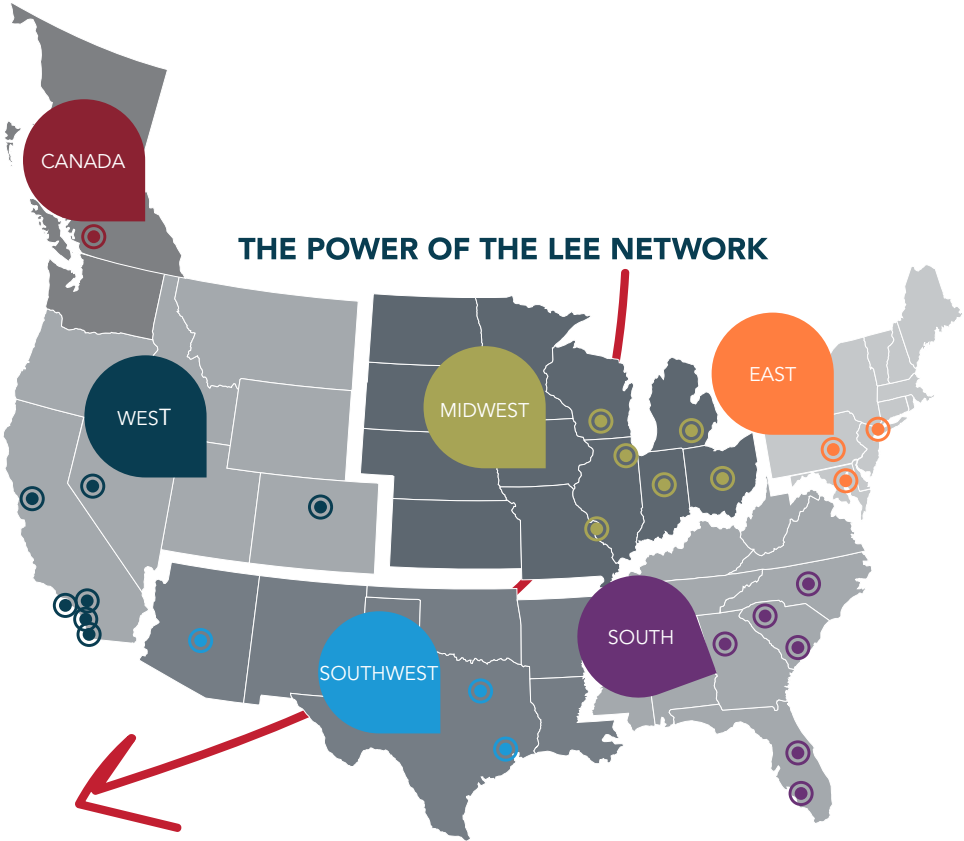
More than 60 American Locations  
to Locally Serve Our Clients

ARIZONA  
BRITISH COLUMBIA  
CALIFORNIA  
COLORADO  
FLORIDA  
GEORGIA  
IDAHO  
ILLINOIS  
INDIANA  
MARYLAND  
MICHIGAN  
MINNESOTA  
NEVADA  
NEW JERSEY  
NEW YORK  
NORTH CAROLINA  
OHIO  
PENNSYLVANIA  
SOUTH CAROLINA  
TEXAS  
WASHINGTON  
WISCONSIN

GERALDEVE AFFILIATE  
INTERNATIONAL  
RELATIONSHIP

- |              |               |
|--------------|---------------|
| ▶ AUSTRIA    | ▶ NETHERLANDS |
| ▶ BELGIUM    | ▶ POLAND      |
| ▶ FRANCE     | ▶ SLOVAKIA    |
| ▶ IRELAND    | ▶ SPAIN       |
| ▶ LUXEMBOURG | ▶ TURKEY      |

THE POWER OF THE LEE NETWORK



- 1 MARKET LEADER**  
Specializing in market intelligence
- 2 RELEVANT WORK**  
Seasoned agents with relevant transaction experience
- 3 WE SAVE YOU TIME**  
Creative problem solving skill sets
- 4 ABILITY TO UNDERSTAND**  
Effective client communication
- 5 INTEGRITY**  
Shapes our culture & defines the character

Every Lee & Associates office delivers world-class service to an array of regional, national, and international clients-from small businesses and local investors to major corporate users and institutional investors.

Our professionals combine the latest technology, resources and market intelligence with their experience, expertise and commitment to superior service to optimize your results.



"Lee & Associates brokers have been highly effective at leasing several of our premier properties. No question they've helped us to stand apart from our competitors in the marketplace and close deals with the best tenants."  
- Brian L. Harvey,  
Cypress Land Company

## QUALITY OF REFERENCES

### Mount Holly Associates, LLC

Henry Fishburne  
843-729-2021 | hfishburne@lee-associates.com  
Collaborative Assignment



### Town of Mt. Pleasant

Eric DeMoura  
843-884-8517 | edemoura@tompsc.com  
www.tompsc.com.com



### American Heart Association

Lisa Wideman  
804-965-6560 | lisa.wideman@heart.org  
www.heart.org  
Tenant Rep - Office



### Harbor Services Incorporated

Neeson & Melissa Levinson  
843-856-1155 | Neeson@harborservicescorp.com  
www.harborservicescorp.com  
Landlord Rep - Office



### Bluestein, Johnson & Burke, LLC

Ryan D. Bluestein  
843-571-7161 | rbluestein@bjblawfirm.com  
http://www.bjblawfirm.com  
Buyer & Landlord Rep - Office



### Morris Financial Concepts

Kyra Morris  
843-884-6192 | kyra.morris@mfcplanners.com  
www.mfcplanners.com  
Tenant & Landlord Rep - Office



### Winsor South, LLC

Jeff Thomas  
843-856-1820 | j\_thomas@winsorsouth.com  
www.winsorcustomhomes.com  
Landlord Rep - Office  
300 W. Coleman Blvd., Mt. Pleasant, SC



### Woodhouse Day Spa

Kim Powell  
843-628-2683 | powellkk@gmail.com  
www.woodhousespas.com  
Buyer Rep - Retail



### Levelwing

Steve Parker Jr.  
843-631-4587 | steve@levelwing.com  
www.levelwing.com  
Buyer, Tenant & Landlord Rep - Office



### T & S Family Limited Partnership

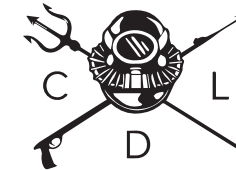
Tony Santiago  
843-216-78888 | tony@taxsearchinc.com  
www.taxsearchinc.com  
Buyer & Landlord Rep - Office

## QUALITY OF PREVIOUS WORK



### DOG & DUCK

Retail Tenant. Since 2013 Jon Chalfie has been assisting the restaurant group in securing space and managing renewals. Locally owned and operated family friendly pub specializing in unique sandwiches, tacos, hotdogs, wings and more. Two locations in Mt. Pleasant, SC.



### CHARLESTON DIVE LOCKER

Retail Tenant. Jon Chalfie & Hailey Clifton represented the Charleston Dive Locker in procuring a new retail site for their Dive Shop in Mt. Pleasant, SC. The Charleston Dive Locker is a full service dive training facility, which offers classes, gear repair and services, charters and a full line of gear for purchase.





## TERM

The proposed Term of the Agreement to Lease Real Property and analyze lease term details shall be for a term of approximately One (1) year.

## LEASE FEES

Six (6%) of the gross lease value payable at lease execution.

Should a cooperating broker be involved in a lease transaction, up to one-half of this amount shall be paid directly to the cooperating broker.

## HOURLY FEES

\$120.00/hr for any consulting work done outside of the scope of customary lease evaluation and negotiations.



\*We obtained the information above from sources we believe to be reliable. However, we have not verified its accuracy and make no guarantee, warranty or representation about it. It is submitted subject to the possibility of errors, omissions, change of price, rental or other conditions, prior sale, lease or financing, or withdrawal without notice. We include projections, opinions, assumptions or estimates for example only, and they may not represent current or future performance of the property. You and your tax and legal advisors should conduct your own investigation of the property and transaction.





**JON CHALFIE**

*Broker*

(843) 345-6000

JChalfie@Lee-Associates.com

**HAILEY CLIFTON**

*Associate*

(843) 300-5209

HClifton@Lee-Associates.com



**LEE &  
ASSOCIATES**

960 Morrison Drive, Suite 400 | Charleston, SC 29403 | 843.747.1200 | lee-charleston.com

	A	B	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R
1	CITY OF ISLE OF PALMS - MARINA ENTERPRISE FUND REVENUE AND EXPENSE DETAIL																
2	GL Number	Description	ACTUAL FY14	ACTUAL FY15	ACTUAL FY16	ACTUAL FY17	ACTUAL FY18	BUDGET FY19	YTD As Of 12/31/2018	Jan-Dec 2018	FORECAST FY19	INCREASE/ (DECREASE) IN FY19 BUD EXP	FORECAST FY20	FORECAST FY21	FORECAST FY22	FORECAST FY23	FORECAST FY24
3																	
4	MARINA REVENUES AND TRANSFERS IN																
5	90-3450.4111	GRANT INCOME	-	-	-	-	-	69,467	-	-	-	(69,467)	-	69,467	-	-	-
6	90-3500.4501	MISCELLANEOUS INCOME	-	-	-	15,791	(15,791)	-	-	(15,791)	-	-	-	-	-	-	-
7	90-3500.4505	INTEREST INCOME	454	690	1,607	3,433	8,993	6,000	7,188	12,625	13,000	7,000	13,650	14,333	15,049	15,802	16,592
8	90-3600.4610	MARINA STORE LEASE INCOME	72,574	74,160	73,420	74,292	76,064	76,860	45,555	77,580	76,860	-	78,397	79,965	81,564	83,196	84,860
9	90-3600.4620	MARINA OPERATIONS LEASE INCOM	165,639	166,648	164,200	167,408	169,929	171,426	109,480	172,336	171,426	-	174,855	178,352	181,919	185,557	189,268
10	90-3600.4630	MARINA RESTAURANT LEASE INCOI	134,857	128,363	136,996	145,737	147,041	150,210	47,745	146,060	150,210	-	153,214	156,278	159,404	162,592	165,844
11	90-3600.4660	MARINA WAVERUNNER LEASE INCC	21,345	22,607	21,801	21,906	22,119	23,000	11,214	16,482	23,000	-	23,460	23,929	24,408	24,896	25,394
12	90-3900.4901	OPERATING TRANSFERS IN	236,852	156,426	268,000	282,425	436,176	435,582	-	436,176	435,582	-	-	-	-	-	-
13		TOTAL REVENUES	631,722	548,893	666,025	710,991	844,531	932,545	221,182	845,469	870,078	(62,467)	443,576	522,324	462,344	472,042	481,957
14		% Increase/(Decrease) from Prior Year		-13%	21%	7%	19%	10%			3%		-49%	18%	-11%	2%	2%
15																	
16	MARINA GENERAL & ADMINISTRATIVE EXPENSE																
17	90-6120.5011	DEBT SERVICE - INTEREST	55,161	35,016	23,280	13,485	8,265	5,220	2,610	4,785	5,220	-	-	-	-	-	-
18	90-6120.5013	BANK SERVICE CHARGES	70	36	-	-	-	-	-	-	-	-	-	-	-	-	-
19	90-6120.5022	WATER AND SEWER	360	360	360	360	360	400	150	150	400	-	400	400	400	400	400
20	90-6120.5026	MAINT & SERVICE CONTRACTS	2,230	5,446	691	3,168	11,730	3,800	3,456	3,643	3,800	-	3,800	3,800	3,800	3,800	3,800
21	90-6120.5061	ADVERTISING	2,990	110	-	-	1,808	-	-	1,808	-	-	-	-	-	-	-
22	90-6120.5065	PROFESSIONAL SERVICES	45,575	11,435	108,158	88,401	51,296	101,500	3,444	48,241	34,500	(67,000)	30,000	30,000	30,000	30,000	30,000
23	90-6120.5079	MISCELLANEOUS	2,750	55	821	-	-	1,000	-	-	-	(1,000)	-	-	-	-	-
24		SUBTOTAL	109,136	52,458	133,310	105,414	73,459	111,920	9,660	58,627	43,920	(68,000)	34,200	34,200	34,200	34,200	34,200
25		% Increase/(Decrease) from Prior Year		-52%	154%	-21%	-30%	52%			-40%		-22%	0%	0%	0%	0%
26																	
27	MARINA STORE EXPENSE																
28	90-6220.5022	WATER AND SEWER	300	300	300	300	300	300	300	300	300	-	300	300	300	300	300
29	90-6220.5026	MAINT & SERVICE CONTRACTS	850	200	-	6,343	2,340	1,000	500	(1,196)	500	(500)	500	500	500	500	500
30	90-6220.5030	DEPRECIATION	30,378	29,511	19,525	9,539	9,539	10,000	3,862	7,422	6,000	(4,000)	6,000	6,000	6,000	6,000	6,000
31	90-6220.5062	INSURANCE	2,088	2,558	2,302	2,228	2,426	4,305	-	2,426	2,500	(1,805)	2,500	2,500	2,500	2,500	2,500
32	90-6220.5065	PROFESSIONAL SERVICES	800	1,000	1,000	1,035	470	1,070	-	470	1,070	-	1,070	1,070	1,070	1,070	1,070
33	90-6220.5079	MISCELLANEOUS	-	-	190	-	-	1,000	-	-	-	(1,000)	-	-	-	-	-
34		SUBTOTAL	34,417	33,569	23,317	19,446	15,075	17,675	4,662	9,421	10,370	(7,305)	10,370	10,370	10,370	10,370	10,370
35		% Increase/(Decrease) from Prior Year		-2%	-31%	-17%	-22%	17%			-31%		0%	0%	0%	0%	0%
36																	
37	MARINA OPERATIONS EXPENSE																
38	90-6420.5026	MAINT & SERVICE CONTRACTS	2,000	1,050	-	-	-	426,000	11,068	11,068	276,000	(150,000)	51,003	51,003	51,003	51,003	51,003
39	90-6420.5030	DEPRECIATION	84,185	84,185	84,185	84,809	94,648	85,000	42,433	94,716	95,000	10,000	95,000	95,000	95,000	95,000	95,000
40	90-6420.5061	ADVERTISING	5,000	2,010	5,000	4,401	4,385	5,000	-	4,385	5,000	-	5,000	5,000	5,000	5,000	5,000
41	90-6420.5062	INSURANCE	61,941	56,189	74,531	83,796	58,264	73,980	7,069	58,380	68,800	(5,180)	68,800	68,800	68,800	68,800	68,800
42	90-6420.5065	PROFESSIONAL SERVICES	925	1,000	1,000	1,000	1,600	-	-	1,600	-	-	-	-	-	-	-
43	90-6420.5079	MISCELLANEOUS	-	-	190	-	-	1,000	-	-	-	(1,000)	-	-	-	-	-
44		SUBTOTAL	154,051	144,434	164,906	174,005	158,897	590,980	60,570	170,148	444,800	(146,180)	219,803	219,803	219,803	219,803	219,803
45		% Increase/(Decrease) from Prior Year		-6%	14%	6%	-9%	272%			180%		-51%	0%	0%	0%	0%
46																	

	A	B	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R
1	CITY OF ISLE OF PALMS - MARINA ENTERPRISE FUND REVENUE AND EXPENSE DETAIL																
2	GL Number	Description	ACTUAL FY14	ACTUAL FY15	ACTUAL FY16	ACTUAL FY17	ACTUAL FY18	BUDGET FY19	YTD As Of 12/31/2018	Jan-Dec 2018	FORECAST FY19	INCREASE/ (DECREASE) IN FY19 BUD EXP	FORECAST FY20	FORECAST FY21	FORECAST FY22	FORECAST FY23	FORECAST FY24
3																	
47	MARINA RESTAURANT EXPENSE																
48	90-6520.5026	MAINT & SERVICE CONTRACTS	850	200	-	14,586	350	350	-	350	500	150	500	500	500	500	500
49	90-6520.5030	DEPRECIATION	6,467	6,467	6,467	5,858	5,250	6,000	2,902	5,287	5,250	(750)	5,250	5,250	5,250	5,250	5,250
50	90-6520.5062	INSURANCE	14,694	12,777	-	-	13,845	16,000	-	13,845	15,000	(1,000)	15,000	15,000	15,000	15,000	15,000
51	90-6520.5065	PROFESSIONAL SERVICES	220	220	175	35	175	175	-	175	175	-	175	175	175	175	175
52	90-6520.5079	MISCELLANEOUS	-	-	-	-	-	1,000	-	-	-	(1,000)	-	-	-	-	-
53	SUBTOTAL		22,231	19,664	6,642	20,479	19,620	23,528	2,902	19,657	20,927	(2,600)	20,924	20,925	20,925	20,925	20,925
54	% Increase/(Decrease) from Prior Year			-12%	-66%	208%	-4%	20%			7%		0%	0%	0%	0%	0%
55																	
56	MARINA WATERSPORTS EXPENSE																
57	90-6820.5026	MAINT & SERVICE CONTRACTS	-	-	1,407	-	-	-	-	-	-	-	-	-	-	-	-
58	90-6820.5030	DEPRECIATION	28,456	28,456	28,456	23,576	23,576	24,000	11,566	23,066	-	(24,000)	-	-	-	-	-
59	SUBTOTAL		28,456	28,456	29,863	23,576	23,576	24,000	11,566	23,066	-	(24,000)	-	-	-	-	-
60	% Increase/(Decrease) from Prior Year			0%	5%	-21%	0%	2%			-100%						
61																	
62	TOTAL MARINA EXPENSES		348,290	278,580	358,038	342,920	290,628	768,103	89,359	280,920	520,017	(248,085)	285,297	285,298	285,298	285,298	285,298
63	% Increase/(Decrease) from Prior Year			-20%	29%	-4%	-15%	164%			79%		-45%	0%	0%	0%	0%
64																	
65	TOTAL NET INCOME		283,431	270,313	307,986	368,071	553,904	164,442	131,823	564,550	350,061	185,618	158,278	237,026	177,046	186,744	196,659
66																	
67	CASH BALANCE		504,403	490,016	481,849	685,611	749,096										
68	ESTIMATE FUTURE CASH BALANCES:																
69	BEGINNING CASH										749,096		285,407	402,935	158,211	(88,493)	(895,498)
70	ADD NET INCOME										350,061		158,278	237,026	177,046	186,744	196,659
71	ADD NON-CASH DEPRECIATION										106,250		106,250	106,250	106,250	106,250	106,250
72	LESS CAPITAL ADDITIONS NOT IN EXPENSE (REPLACE UNDERGROUND STORAGE TANKS)										(620,000)						
73	LESS CAPITAL ADDS NOT IN EXPENSE (PER ATM CONCEPT 1)										-		(147,000)	(588,000)	(530,000)	(1,100,000)	(275,000)
74	LESS BOND PRINCIPAL PAYMENT NOT INCLUDED IN EXPENSE										(300,000)						
75	ENDING CASH										285,407		402,935	158,211	(88,493)	(895,498)	(867,589)
76																	
77	NOTE: The forecasted negative cash balances in FY22 - FY24 indicate additional funds will be required to complete the Marina dock replacement. Also important to understand the forecast does not contemplate any change in																
78	the revenue stream from the Marina restaurant, nor any capital improvements to the restaurant building, even though this lease expires in 2020. More work to be done to address the gap in funding.																
79																	

	S	T
1	CITY OF ISLE OF PALMS - <b>MARINA ENTERPRISE FUND REVENUE AND EXPENSE DETAIL</b> *NOTES*	
2	NOTES	
3		
4	MARINA REVENUES AND TRANSFERS IN	
5	GRANT INCOME	Boating Infrastructure grant - this is a reimbursable grant so work has to be completed before the grant can be received.
6	MISCELLANEOUS INCOME	
7	INTEREST INCOME	
8	MARINA STORE LEASE INCOME	Forecast assumes 2% annual CPI adjustment, but no add'l rent
9	MARINA OPERATIONS LEASE INCOM	Forecast assumes 2% annual CPI adjustment, but no add'l rent
10	MARINA RESTAURANT LEASE INCOM	Forecast assumes no change in rent structure (even though current lease expires in 2020) and 2% annual CPI
11	MARINA WAVERUNNER LEASE INCO	Forecast assumes 2% annual CPI adjustment, but no add'l rent
12	OPERATING TRANSFERS IN	
13		
14		
15		
16	MARINA GENERAL & ADMINISTRATIVE	
17	DEBT SERVICE - INTEREST	Last payment on Marina bond was made 2/1/19
18	BANK SERVICE CHARGES	Last payment on Marina bond was made 2/1/19
19	WATER AND SEWER	Irrigation around sign
20	MAINT & SERVICE CONTRACTS	Includes stormwater fee
21	ADVERTISING	
22	PROFESSIONAL SERVICES	Recurring provisions for legal fees (\$10,000) and UST tank tests (\$2,000). Incls CPA review of tenant financials (\$18,000) in case Council wants to do this annually. Don't expect to spend all of FY19 Budget amts for engineer/CPA
23	MISCELLANEOUS	
24		
25		
26		
27	MARINA STORE	
28	WATER AND SEWER	Annual fireline charge
29	MAINT & SERVICE CONTRACTS	Annual termite inspection
30	DEPRECIATION	FY14 fuel system replacement fully depreciated in FY18
31	INSURANCE	Underground storage tank insurance on (2) fuel tanks
32	PROFESSIONAL SERVICES	DHEC underground storage tank fees
33	MISCELLANEOUS	-
34		
35		
36		
37	MARINA OPERATIONS	
38	MAINT & SERVICE CONTRACTS	Marina maintenance contingency for common areas not covered by leases. Calculated as 1% of insured boat ramp, bulkhead and dock value. Don't expect to spend all of the \$250k FY19 Budget amt for dock repairs.
39	DEPRECIATION	-
40	ADVERTISING	-
41	INSURANCE	Includes property and liability for the ramp, bulkhead and docks and underground storage tank insurance on (2) fuel tanks
42	PROFESSIONAL SERVICES	-
43	MISCELLANEOUS	-
44		
45		
46		

	S	T
1	CITY OF ISLE OF PALMS - MARINA ENTERPRISE FUND REVENUE AND EXPENSE DETAIL *NOTES*	
2	NOTES	
3		
47	MARINA RESTAURANT	
48	MAINT & SERVICE CONTRACTS	Annual termite inspection
49	DEPRECIATION	-
50	INSURANCE	Portion of dock insurance attributable to restaurant docks
51	PROFESSIONAL SERVICES	Backflow test
52	MISCELLANEOUS	-
53		
54		
55		
56	MARINA WATERSPORTS	
57	MAINT & SERVICE CONTRACTS	-
58	DEPRECIATION	FY13 & FY14 Watersports dock improvements fully depreciated in FY18
59		
60		
61		
62		
63		
64		
65		
66		
67		
68		
69		
70		
71		
72		
73		
74		
75		
76		
77		
78		
79		



	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R
1	CITY OF ISLE OF PALMS - <b>FRONT BEACH AND PARKING MANAGEMENT</b> EXPENDITURE DETAIL - ALL FUNDS																	
2	GL Number	Description	DEPT	ACTUAL FY14	ACTUAL FY15	ACTUAL FY16	ACTUAL FY17	ACTUAL FY18	BUDGET FY19	YTD As Of 12/31/2018	Jan-Dec 2018	FORECAST FY19	INCREASE/ (DECREASE) IN FY19 BUD EXP	FORECAST FY20	FORECAST FY21	FORECAST FY22	FORECAST FY23	FORECAST FY24
3																		
4	GENERAL FUND - BSO WAGES AND FRINGES (BSO compensation expense also reviewed by Public Safety Committee )																	
5	10-5710.5002	OVERTIME WAGES	BSO	365	44	7,278	3,449	1,300	3,421	160	633	400	(3,021)	1,500	1,500	1,500	1,500	1,500
6	10-5710.5003	PART-TIME WAGES	BSO	33,511	44,594	92,144	85,750	80,480	117,451	54,247	109,193	110,000	(7,451)	110,000	110,000	110,000	110,000	110,000
7	10-5710.5004	FICA EXPENSE	BSO	2,592	3,414	7,534	6,824	6,259	9,247	4,166	8,405	8,446	(801)	8,530	8,530	8,530	8,530	8,530
8	10-5710.5005	RETIREMENT EXPENSE	BSO	-	-	686	280	1,073	-	996	2,050	-	-	-	-	-	-	-
9	10-5710.5006	GROUP HEALTH INSURANCE	BSO	-	-	-	-	35	-	-	-	-	-	-	-	-	-	-
10	10-5710.5007	WORKERS COMPENSATION	BSO	418	380	2,161	4,891	3,977	6,507	1,682	2,901	5,288	(1,219)	5,288	5,288	5,288	5,288	5,288
11		TOTAL		36,885	48,431	109,802	101,193	93,125	136,626	61,251	123,181	124,134	(12,492)	125,318	125,318	125,318	125,318	125,318
12		% Increase/(Decrease) from Prior Year			31%	127%	-8%	-8%	47%			33%		1%	0%	0%	0%	0%
13																		
14	MUNICIPAL ATAX FUND - PARKING MANAGEMENT AND FRONT BEACH MAINTENANCE																	
15	30-5620.5010	PRINT AND OFFICE SUPPLIES	FBCH	2,626	3,273	13,054	19,912	15,021	24,300	12,012	26,862	20,800	(3,500)	20,800	24,300	20,800	20,800	24,300
16	30-5620.5013	BANK SERVICE CHARGES	FBCH	2,857	11,549	14,742	27,588	26,582	28,000	20,743	29,877	30,000	2,000	30,000	30,000	30,000	30,000	30,000
17	30-5620.5020	ELECTRIC AND GAS	FBCH	3,069	14,421	41,950	42,532	44,953	43,400	16,882	41,166	43,400	-	43,400	43,400	43,400	43,400	43,400
18	30-5620.5021	TELEPHONE/CABLE	FBCH	2,684	5,587	2,799	1,376	3,386	12,400	1,397	3,258	4,000	(8,400)	4,000	4,000	4,000	4,000	4,000
19	30-5620.5022	WATER AND SEWER	FBCH	1,589	2,451	4,772	1,407	4,539	3,300	2,556	5,102	5,000	1,700	5,000	5,000	5,000	5,000	5,000
20	30-5620.5025	NON-CAPITAL TOOLS & EQUIPMEN	FBCH	13,823	-	1,262	785	5,395	3,000	1,796	5,028	3,000	-	3,000	3,000	3,000	3,000	3,000
21	30-5620.5026	MAINT & SERVICE CONTRACTS	FBCH	21,333	33,001	20,770	33,248	34,348	33,500	17,418	29,929	33,500	-	38,500	50,500	38,500	38,500	38,500
22	30-5620.5027	MACHINE/EQUIPMENT REPAIR	FBCH	6,240	9,171	8,342	26,301	11,832	13,520	13,520	621	13,520	-	14,000	14,000	14,000	14,000	14,000
23	30-5620.5041	UNIFORMS	FBCH	1,705	2,151	4,700	2,576	4,432	5,000	97	4,453	5,000	-	5,000	5,000	5,000	5,000	5,000
24	30-5620.5054	STREET SIGNS	FBCH	511	1,238	78,190	14,581	15,454	5,000	-	13,960	5,000	-	5,000	5,000	5,000	5,000	5,000
25	30-5620.5062	INSURANCE	FBCH	987	301	949	1,306	1,477	1,572	744	1,488	1,572	-	1,600	1,600	1,600	1,600	1,600
26	30-5620.5065	PROFESSIONAL SERVICES	FBCH	13,261	13,363	39,646	37,375	32,063	30,800	21,240	50,347	35,000	4,200	35,000	35,000	35,000	35,000	35,000
27	30-5620.5067	CONTRACTED SERVICES	FBCH	3,000	12,400	9,474	4,612	10,600	11,800	3,000	9,200	10,800	(1,000)	11,800	11,800	11,800	11,800	11,800
28	30-5620.5079	MISCELLANEOUS	FBCH	1,208	1,465	1,344	280	188	7,500	-	188	7,500	-	7,500	7,500	7,500	7,500	7,500
29	30-5620.5085	CAPITAL OUTLAY	FBCH	85,860	67,500	64,230	23,052	-	40,000	-	-	20,000	(20,000)	20,000	116,000	20,000	80,000	20,000
30		TOTAL		160,753	177,870	306,223	236,930	210,269	263,092	111,405	221,479	238,092	(25,000)	244,600	356,100	244,600	304,600	248,100
31		% Increase/(Decrease) from Prior Year			11%	72%	-23%	-11%	25%			13%		3%	46%	-31%	25%	-19%
32																		
33	HOSPITALITY TAX FUND - PARKING MANAGEMENT AND FRONT BEACH MAINTENANCE																	
34	35-5620.5085	CAPITAL OUTLAY	FBCH	-	6,750	2,290	-	-	-	-	250	-	-	-	-	-	-	-
35																		
36	STATE ATAX FUND - PUBLIC RESTROOM OPERATIONS																	
37	50-5620.5020	ELECTRIC AND GAS	FBCH	752	755	524	569	641	950	209	590	700	(250)	700	700	700	700	700
38	50-5620.5022	WATER AND SEWER	FBCH	13,116	15,405	13,868	11,496	9,321	15,000	4,817	9,032	15,000	-	15,000	15,000	15,000	15,000	15,000
39	50-5620.5026	MAINT & SERVICE CONTRACTS	FBCH	8,235	5,985	8,280	52,059	4,917	20,000	1,203	2,752	20,000	-	20,000	20,000	20,000	20,000	20,000
40	50-5620.5044	CLEANING/SANITARY SUPPLY	FBCH	6,027	6,656	6,421	7,648	5,656	8,000	3,452	5,405	7,500	(500)	7,500	7,500	7,500	7,500	7,500
41	50-5620.5062	INSURANCE	FBCH	2,598	1,765	3,248	3,688	5,003	4,170	4,228	8,335	4,170	-	4,170	4,170	4,170	4,170	4,170
42	50-5620.5065	PROFESSIONAL SERVICES	FBCH	9,039	70	70	70	70	70	-	70	70	-	70	70	70	70	70
43	50-5620.5067	CONTRACTED SERVICES	FBCH	115,528	126,454	127,607	141,041	115,853	161,000	62,220	104,801	150,000	(11,000)	150,000	150,000	150,000	150,000	150,000
44	50-5620.5079	MISCELLANEOUS	FBCH	70	-	-	-	-	2,500	-	-	2,500	-	2,500	2,500	2,500	2,500	2,500
45	50-5620.5084	CONSTRUCTION IN PROGRESS	FBCH	-	13,646	-	32,021	4,226	-	-	-	-	-	-	-	-	-	-
46	50-5620.5085	CAPITAL OUTLAY	FBCH	-	-	-	-	388,348	70,000	57,410	445,758	60,000	(10,000)	-	-	-	-	-
47		TOTAL		155,365	170,737	160,018	248,592	534,035	281,690	133,540	576,744	259,940	(21,750)	199,940	199,940	199,940	199,940	199,940
48		% Increase/(Decrease) from Prior Year			10%	-6%	55%	115%	-47%			-51%		-23%	0%	0%	0%	0%
49																		
50		GRAND TOTAL		353,003	403,788	578,333	586,715	837,430	681,408	306,195	921,654	622,166	(59,242)	569,858	681,358	569,858	629,858	573,358
51		% Increase/(Decrease) from Prior Year			14%	43%	1%	43%	-19%			-26%		-8%	20%	-16%	11%	-9%

	S	T
1	CITY OF ISLE OF PALMS - <b>FRONT BEACH AND PARKING MANAGEMENT</b> EXPENDITURE DETAIL - ALL FUNDS *NOTES*	
2	NOTES	
3		
4	GENERAL FUND - BSO WAGES AND FRINGES (BSO compensation expense also reviewed by Public Safety Committee )	
5	OVERTIME WAGES	
6	PART-TIME WAGES	Assume same staffing levels as summer 2018. Forecast amount based on calendary year 2018 actual.
7	FICA EXPENSE	
8	RETIREMENT EXPENSE	
9	GROUP HEALTH INSURANCE	
10	WORKERS COMPENSATION	
11		
12		
13		
14	MUNICIPAL ATAX FUND - PARKING MANAGEMENT AND FRONT BEACH MAINTENANCE	
15	PRINT AND OFFICE SUPPLIES	Supplies for kiosks & ticketing devices (\$6,000), residential parking decals/hangtags/booklets (\$9,000), enforcement supplies (\$5,000), parking lot annual passes (\$800). Repl kiosk covers in FY21 and FY24 (\$3,500)
16	BANK SERVICE CHARGES	Processing fees paid for parking kiosk credit card transactions.
17	ELECTRIC AND GAS	Landscape lighting in Front Beach area
18	TELEPHONE/CABLE	Service for 3 call boxes (\$1,000) and internet service for 12 BSO enforcement tablets (\$3,000).
19	WATER AND SEWER	Irrigation
20	NON-CAPITAL TOOLS & EQUIPMENT	Provision for surveillance camera replacements if needed
21	MAINT & SERVICE CONTRACTS	Sidewalks (\$5k) parking lot (\$5k), irrig (\$2.5k), lighting (\$2.5k), benches/cans (\$2k), road patch (\$5k), surveil camera maint (\$1.5k), table/printer maint (\$5k), kiosk internet svc & data downlds (\$10k). Expect replacement of 12 enforcement tablets and 12 printers in FY21 (\$12k total)
22	MACHINE/EQUIPMENT REPAIR	Annual Parkeon maintenance contract for 18 kiosks
23	UNIFORMS	BSO uniforms
24	STREET SIGNS	Replace beach and/or parking signs as needed
25	INSURANCE	Property & liability coverage on parking kiosks, lights and fixtures in Front Beach area
26	PROFESSIONAL SERVICES	Includes all T2 Parking Enforcement program fees, including residential parking permit mgt (\$33,500) + amored car service for kiosk collections (\$1500)
27	CONTRACTED SERVICES	Beach recycling collection and parking lot trash pickup contracts
28	MISCELLANEOUS	Provision for unanticipated costs. Covers all parking and front beach maintenance.
29	CAPITAL OUTLAY	Replace sections of white fencing in Front Beach area as needed. FY19- Replace 12 streetlight fixtures for estimated \$96,000. FY23 - Rehab Breach Inlet boat ramp and replace gate for an estimated cost of \$60,000.
30		
31		
32		
33	HOSPITALITY TAX FUND - PARKING MANAGEMENT AND FRONT BEACH MAINTENANCE	
34	CAPITAL OUTLAY	-
35		
36	STATE ATAX FUND - PUBLIC RESTROI	
37	ELECTRIC AND GAS	-
38	WATER AND SEWER	Includes outside showers
39	MAINT & SERVICE CONTRACTS	Maintained higher budget despite lower YTD expense. Increased provision reflects goal to maintain current good condition of the renovated facility.
40	CLEANING/SANITARY SUPPLY	Supplies for front beach restrooms
41	INSURANCE	-
42	PROFESSIONAL SERVICES	Backflow tests
43	CONTRACTED SERVICES	Elevated forecast amounts to allow for increased costs associated with any new contracts.
44	MISCELLANEOUS	-
45	CONSTRUCTION IN PROGRESS	No construction anticipated in FY19-FY24
46	CAPITAL OUTLAY	Parking kiosk replacements in FY19 came in approx \$10,000 under budget. No further replacements planned until FY25.
47		
48		
49		
50		
51		



	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R
1	CITY OF ISLE OF PALMS - BEACH REVENUE AND EXPENDITURE DETAIL																	
2	GL Number	Description	DEPT	ACTUAL FY14	ACTUAL FY15	ACTUAL FY16	ACTUAL FY17	ACTUAL FY18	BUDGET FY19	YTD As Of 12/31/2018	Jan-Dec 2018	FORECAST FY19	INCREASE/ (DECREASE) IN FY19 BUD EXP	FORECAST FY20	FORECAST FY21	FORECAST FY22	FORECAST FY23	FORECAST FY24
3																		
4	REVENUES - BEACH RESTORATION FUND (55), BEACH MAINTENANCE FUND (57) AND BEACH PRESERVATION FEE FUND (58)																	
5	55-3450.4028	DONATIONS OF CASH	BEACH	5,155	847,004	126,434	230,550	5,033,265	-	-		-	-					
6	55-3450.4111	GRANT REVENUE	BEACH	-	-	-	-	6,891,939	-	-		-	-					
7	55-3500.4505	INTEREST	BEACH	182	63	23	13,092	51,555	-	1,800		-	-					
8	55-3900.4901	OPERATING TRANSFERS IN	BEACH	315,482	200,000	-	-	2,150,707	-	-		-	-					
9	57-3500.4505	INTEREST INCOME	BEACH	578	1,004	1,811	3,042	3,231	-			-	-					
10	57-3900.4901	OPERATING TRANSFERS IN	BEACH	149,646	154,121	-	-	-	-			-	-					
11	57-3900.5901	OPERATING TRANSFERS OUT	BEACH	-	(200,000)	-	-	(403,640)	-			-	-					
12	58-3450.4105	BEACH PRESERVATION FEE	BEACH	-	425,226	966,152	969,974	1,069,429	996,000	505,114	1,042,654	1,043,000	47,000	1,074,290	1,106,519	1,139,714	1,173,906	1,209,123
13	58-3500.4505	INTEREST INCOME	BEACH	-	1	63	8,202	23,869	24,000	11,207	23,639	24,000	-	25,200	26,460	27,783	29,172	30,631
14	58-3900.4901	OPERATING TRANSFERS OUT	BEACH	-	-	-	-	(1,747,068)	-	-	-	-	-					
15	TOTAL REVENUES			471,043	1,427,419	1,094,482	1,224,860	13,073,287	1,020,000	518,121	1,066,293	1,067,000	47,000	1,099,490	1,132,979	1,167,497	1,203,078	1,239,754
16																		
17	EXPENDITURES - BEACH RESTORATION FUND (55), BEACH MAINTENANCE FUND (57) AND BEACH PRESERVATION FEE FUND (58)																	
18	55-4120.5009	DEBT SERVICE - PRINCIPAL	BEACH	305,818	-	-	-	-	-	-	-	-	-	-	-	-	-	-
19	55-4120.5011	DEBT SERVICE - INTEREST	BEACH	9,664	-	-	-	-	-	-	-	-	-	-	-	-	-	-
20	55-4120.5013	BANK SERVICE CHARGES	BEACH	57	57	41	115	112	-	24	93	-	-	-	-	-	-	-
21	55-4120.5026	MAINT & SERVICE CONTRACTS	BEACH	-	757	-	-	-	-	-	-	-	-	-	-	-	-	-
22	55-4120.5065	PROFESSIONAL SERVICES	BEACH	264	30,435	126,416	7,508	4,914	-	-	456	-	-	-	-	-	-	-
23	55-4120.5087	BEACH NOURISHMENT	BEACH	5,016	1,015,817	-	236,019	13,876,199	-	36,037	13,817,846	36,037	36,037	-	-	-	-	-
24	57-4120.5065	PROFESSIONAL SERVICES	BEACH	71,874	55,324	-	-	-	-	-	-	-	-	-	-	-	-	-
25	58-4120.5013	BANK SERVICE CHARGES	BEACH	-	-	341	-	-	-	-	-	-	-	-	-	-	-	-
26	58-4120.5026	MAINT & SERVICE CONTRACTS	BEACH	-	-	-	5,512	-	25,000	16,610	16,610	20,000	(5,000)	25,000	25,000	25,000	25,000	25,000
27	58-4120.5065	PROFESSIONAL SERVICES	BEACH	-	-	83,553	51,579	-	285,000	-	-	65,000	(220,000)	309,142	324,394	325,000	325,252	1,010,000
28	58-4120.5085	CAPITAL OUTLAY	BEACH	-	-	-	7,450	275,000	155,000	4,847	278,647	10,000	(145,000)	115,000	130,000	130,000	130,000	130,000
29	TOTAL EXPENDITURES			392,693	1,102,390	210,351	308,182	14,156,226	465,000	57,518	14,113,652	131,037	(333,963)	449,142	479,394	480,000	480,252	1,165,000
30	NET REVENUES OVER/(UNDER) EXPEND			78,350	325,028	884,131	916,678	(1,082,938)	555,000	460,603	(13,047,359)	935,963	380,963	650,348	653,585	687,497	722,826	74,754
32																		
33																		
34		CASH BALANCES		1,161,205	797,851	1,598,454	7,358,120	1,160,083										
35		ESTIMATE FUTURE CASH BALANCES:																
36		BEGINNING CASH										1,160,083		2,096,046	2,746,394	3,399,979	4,087,476	4,810,302
37		ADD/SUBTRACT REVENUES OVER/(UNDER) EXPEND										935,963		650,348	653,585	687,497	722,826	74,754
38		ENDING CASH										2,096,046		2,746,394	3,399,979	4,087,476	4,810,302	4,885,055
39																		

	S	T
1	CITY OF ISLE OF PALMS - BEACH REVENUE AND EXPENDITURE DETAIL *NOTES*	
2	NOTES	
3		
4	REVENUES - BEACH RESTORATION FUND (55), BEACH MAINTENANCE FUND (57) AND BEACH PRESERVATION FEE FUND (58)	
5	DONATIONS OF CASH	Beach Restoration Project Fund closed. Beach Preservation Fee Fund #58 now holds all Beach funds.
6	GRANT REVENUE	Beach Restoration Project Fund closed. Beach Preservation Fee Fund #58 now holds all Beach funds.
7	INTEREST	Beach Restoration Project Fund closed. Beach Preservation Fee Fund #58 now holds all Beach funds.
8	OPERATING TRANSFERS IN	Beach Restoration Project Fund closed. Beach Preservation Fee Fund #58 now holds all Beach funds.
9	INTEREST INCOME	Beach Maintenance Fund closed and replaced with Beach Preservation Fee Fund #58
10	OPERATING TRANSFERS IN	Beach Maintenance Fund closed and replaced with Beach Preservation Fee Fund #58
11	OPERATING TRANSFERS OUT	Beach Maintenance Fund closed and replaced with Beach Preservation Fee Fund #58
12	BEACH PRESERVATION FEE	Follows forecast estimate of 3% annual increase in tourism revenues
13	INTEREST INCOME	
14	OPERATING TRANSFERS OUT	
15		
16		
17	EXPENDITURES - BEACH RESTORATION FUND (55), BEACH MAINTENANCE FUND (57) AND BEACH PRESERVATION FEE FUND (58)	
18	DEBT SERVICE - PRINCIPAL	Beach Restoration Project Fund closed. Beach Preservation Fee Fund #58 now holds all Beach funds.
19	DEBT SERVICE - INTEREST	Beach Restoration Project Fund closed. Beach Preservation Fee Fund #58 now holds all Beach funds.
20	BANK SERVICE CHARGES	Beach Restoration Project Fund closed. Beach Preservation Fee Fund #58 now holds all Beach funds.
21	MAINT & SERVICE CONTRACTS	Beach Restoration Project Fund closed. Beach Preservation Fee Fund #58 now holds all Beach funds.
22	PROFESSIONAL SERVICES	Beach Restoration Project Fund closed. Beach Preservation Fee Fund #58 now holds all Beach funds.
23	BEACH NOURISHMENT	Beach Restoration Project Fund closed. Beach Preservation Fee Fund #58 now holds all Beach funds.
24	PROFESSIONAL SERVICES	Beach Maintenance Fund closed and replaced with Beach Preservation Fee Fund #58
25	BANK SERVICE CHARGES	
26	MAINT & SERVICE CONTRACTS	Matching fund provision for dune vegetation planting program
27	PROFESSIONAL SERVICES	\$250k ea yr for post-storm sand scraping if needed, req'd post project monitoring (FY20,FY21 & FY23), ongoing monitoring of entire shoreline (\$35k ea yr), beach related legal fees (\$10k/yr), update beach mgt plan in FY22 for \$40k & \$700k in FY24 for potential design of next off-shore proj
28	CAPITAL OUTLAY	\$100k per year to repair/replace/add beach walkovers + \$15k (FY20) or \$30k (FY21-FY24) per year to purchase additional mobi-mat material for beach accesses. FY19 expense less than budgeted.
29		
30		
31		
32		
33		
34		
35		
36		
37		
38		
39		

	A	B	C	D	E	F	G	H	I	J	K	L	M
1		<b>City of Isle of Palms 10-Year Capital Plan</b>											
2		<b>Expenditures for assets or special projects &gt; \$5000 **Expenditures less than \$5,000 are included in operating budgets**</b>											
3				<b>Total Needs from All Funds</b>									
4													
5	<b>Total</b>		<b>FY 20</b>		<b>FY21</b>	<b>FY22</b>	<b>FY23</b>	<b>FY24</b>	<b>FY25</b>	<b>FY26</b>	<b>FY27</b>	<b>FY28</b>	<b>FY29</b>
6	<b>Fleet</b>		<b>DEPARTMENT</b>										
7			<b>REQUESTS</b>										
8													
228		<b>Front Beach Area, including Public Restrooms, Parking Meters, Parking Lots and Beach Walkovers</b>											
230		Replace 5 Parking Meter Kiosks purchased used in FY18							75,000				
231		Replace 7 Parking Meter Kiosks in Lots purchased in FY16 & FY17							105,000				
232		Repl white fencing (110 LFt at Ocean Villas & 160 LFt across fr WJ)	20,000		20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000
233		Repl/repair/add dune walkovers (approx 57 accesses)	100,000		100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000
234		Mobi Mat material to stabilize beach accesses as needed	15,000		30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000
235		Replace (12) streetlight fixtures			96,000								
236		Replace Front Beach irrigation system & repair associated infrastructure										175,000	
237		Add, replace or rehabilitate public art					10,000			10,000			10,000
238		<i>Building maintenance contingency to proactively address issues as needed - 1% of insured value for Front Beach facilities incl Restrooms = \$8224. Given high-traffic nature of this facility, provision incr to \$20k</i>	20,000		20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000
239		<b>Subtotal Capital</b>	<b>155,000</b>		<b>266,000</b>	<b>170,000</b>	<b>180,000</b>	<b>170,000</b>	<b>275,000</b>	<b>255,000</b>	<b>170,000</b>	<b>345,000</b>	<b>180,000</b>
241		<b>Special Projects</b>											
242		Resurface City-owned portion of Ocean Blvd											
244		<b>Subtotal Special Projects</b>	<b>-</b>		<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
246		<b>Assign Fund Balance for Future Expenditures</b>											
247		<i>- No provision in FY20-FY29 given cash needs for other projects - need to discuss this approach as budget progresses.</i>								-	-	-	-
248		<b>Subtotal Assignment of Fund Balance</b>	<b>-</b>		<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
250		<b>Grand Total Front Beach</b>	<b>155,000</b>		<b>266,000</b>	<b>170,000</b>	<b>180,000</b>	<b>170,000</b>	<b>275,000</b>	<b>255,000</b>	<b>170,000</b>	<b>345,000</b>	<b>180,000</b>
251													
252		<b>Breach Inlet Boat Ramp</b>											
254		Rehabilitate concrete ramp (last done in FY00)				-	50,000						
255		Replace boat ramp gate				-	10,000						
256		<b>Subtotal Capital</b>	<b>-</b>		<b>-</b>	<b>-</b>	<b>60,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
258		<b>Grand Total Breach Inlet Boat Ramp</b>	<b>-</b>		<b>-</b>	<b>-</b>	<b>60,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>

	A	B	C	D	E	F	G	H	I	L	N	O
1	City of Isle of Palms											
2	FY20 Capital and Special Projects > \$5000 AND Debt Service Plan - Spread by Funding Source											
3												
4				Proposed Funding Source								
5		FY20		General	Capital	Muni Acc	Hospitality	State Acc	Beach Maint/	Aisle of	Marina	Total
6		Department		Fund	Projects	Tax	Tax	Tax	Restoration/	Palms	Fund	Budget All
7		Requests							Preservation	Fund/Rec		Funds
8										Build Fund		
137	Beach Restoration and Monitoring											
138												
139	Special Projects & Ongoing Building Maintenance											
140	Post project monitoring related to 2018 offshore project	24,142							24,142			24,142
141	Ongoing monitoring of entire island shoreline	35,000							35,000			35,000
142	Post storm sand scraping/emergency berm repair (only if needed)	250,000							250,000			250,000
143												
144												
145	Grand Total Beach Restoration and Monitoring	309,142		-	-	-	-	-	309,142	-	-	309,142
146												
147	Isle of Palms Marina											
148												
149	Capital Purchases											
150	Engineering and permitting for Marina dock improvements according to ATM Concept 1.	147,000									147,000	147,000
151												
152	Special Projects & Ongoing Building Maintenance											
153	Marina maintenance contingency for common areas not covered by leases. Calculated as 1% of insured boat ramp, bulkhead and dock value - refine this approach as budget progresses.	51,003									51,003	51,003
154												
155	subtotal Capital & Special Projects	198,003		-	-	-	-	-	-	-	198,003	198,003
156												
157	Assign Fund Balance for Future Expenditures											
158	No provision currently included. FY18 and FY19 budgets included reserves of \$75,000 and \$150,000, respectively. Real Property Committee and City Council to consider whether to maintain this practice for FY20.	-										
159												
160	Grand Total Marina	198,003		-	-	-	-	-	-	-	198,003	198,003
161												
162												

**ORDINANCE 2019-07**

**AN ORDINANCE AMENDING TITLE 5, PLANNING AND DEVELOPMENT, CHAPTER 4, ZONING, ARTICLE 2, DISTRICT REGULATIONS.**

WHEREAS, the Isle of Palms Council is empowered with the authority to make substantive amendments to the Isle of Palms Code, including amending Chapters, and now wishes to do so;

WHEREAS, the City of Isle of Palms, like most municipalities in the Lowcountry, have experienced significant increases in flooding associated with tidal and stormwater influences;

WHEREAS, the City of Isle of Palms has endeavored to study and repair its current infrastructure in an attempt to address these issues, and anticipate its drainage project to take approximately ten (10) years to successfully complete;

WHEREAS, the City of Isle of Palms believes it is necessary to slow any future subdivisions of property for development while this drainage project is underway in an effort to protect flood-prone and vulnerable areas of the island;

WHEREAS, the Isle of Palms Council now desires to amend Chapter 4, Zoning of the Isle of Palms Code of Ordinances, specifically Section 5-4-32 (5) (SR-1 single-family residential district).

WHEREAS, the Isle of Palms Council now desires to amend Chapter 4, Zoning of the Isle of Palms Code of Ordinances, specifically Section 5-4-33 (5) (SR-2 single-family residential district).

BE IT ORDAINED AND ENACTED BY THE MAYOR AND COUNCIL MEMBERS OF THE CITY OF ISLE OF PALMS, SOUTH CAROLINA, IN CITY COUNCIL ASSEMBLED THAT TITLE 5, PLANNING AND DEVELOPMENT, CHAPTER 4, ZONING, ARTICLE 2, DISTRICT REGULATIONS SHALL BE AMENDED TO READ AS FOLLOWS:

Section 5-4-32 (5) (SR-1 single-family residential district)

a. Lot area: thirty-five thousand (35,000) square feet of contiguous highland.

Section 5-4-33 (5) (SR-2 single-family residential district) (5) *Minimum lot requirements:*

a. Lot area: Sixteen thousand (16,000) square feet of contiguous highland.

SECTION 2. Should any part of this Ordinance be held invalid by a Court of competent jurisdiction, the remaining parts shall be severable therefrom and shall continue to be in full force and effect.

SECTION 3. That all ordinances or parts of ordinances conflicting with the provisions of this Ordinance are hereby repealed insofar as the same affect this Ordinance.

SECTION 4. That this Ordinance take effect immediately upon approval by Council.

PASSED AND APPROVED BY THE CITY COUNCIL FOR THE CITY OF ISLE OF PALMS, ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019.

\_\_\_\_\_  
Jimmy Carroll, Mayor

(Seal)

Attest:

\_\_\_\_\_  
Marie B. Copeland, City Clerk

First Reading: \_\_\_\_\_

Public Hearing: \_\_\_\_\_

Second Reading: \_\_\_\_\_

Ratification: \_\_\_\_\_

ORDINANCE 2019-05

AN ORDINANCE AMENDING TITLE 7, CHAPTER 1, BUSINESS LICENSES, OF THE CITY OF ISLE OF PALMS CODE OF ORDINANCES REGARDING THE INCREASE OF SHORT TERM RENTAL LICENSE FEES.

WHEREAS, the City of Isle of Palms Council desires to update certain provisions of Title 7, Chapter 1, entitled Business Licenses, specifically section 7-1-22 (b) to increase the short-term rental license fees; and

WHEREAS, the Isle of Palms Council is empowered with the authority to make substantive amendments to the Isle of Palms Code, including amending Chapters, and now wishes to do so; and

BE IT ORDAINED AND ENACTED BY THE MAYOR AND COUNCIL MEMBERS OF THE CITY OF ISLE OF PALMS, SOUTH CAROLINA, IN CITY COUNCIL ASSEMBLED THAT TITLE 7, CHAPTER 1, BUSINESS LICENSE, SPECIFICALLY SECTION 7-1-22 (b) SHALL BE AMENDED TO READ AS FOLLOWS:

SECTION 1. Sec. 7-1-22 (b). – Class 8 Rates, shall be amended to read as follows:

“SIC 6513; NAICS 53111-Lessors of Residential Housing Units-Less than Ninety (90) Days (Non-resident rates do not apply).

Minimum on first \$2,000.....	\$350.00 PLUS
Per \$1,000, or fraction, over \$2,000.....	\$4.60

SECTION 2. Should any part of this Ordinance be held invalid by a Court of competent jurisdiction, the remaining parts shall be severable therefrom and shall continue to be in full force and effect.

SECTION 3. That all ordinances or parts of ordinances conflicting with the provisions of this Ordinance are hereby repealed insofar as the same affect this Ordinance.

SECTION 4. That this Ordinance take effect immediately upon approval by Council.

PASSED AND APPROVED BY THE CITY COUNCIL FOR THE CITY OF ISLE OF PALMS, ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019.



\_\_\_\_\_  
Jimmy Carroll, Mayor

(Seal)

Attest:

\_\_\_\_\_  
Marie B. Copeland, City Clerk

First Reading: \_\_\_\_\_

Public Hearing: \_\_\_\_\_

Second Reading: \_\_\_\_\_

Ratification: \_\_\_\_\_

**ORDINANCE NO. 2019-08**

**AN ORDINANCE TO ESTABLISH THE STANDARDS FOR THE PLACEMENT OF SMALL WIRELESS FACILITIES IN COVERED AREAS IN THE CITY OF ISLE OF PALMS, SOUTH CAROLINA; AND FOR OTHER PURPOSES.**

**WHEREAS**, the City of Isle of Palms (“City”) encourages wireless infrastructure investment and wishes to provide a fair and predictable process for the deployment of Small Wireless Facilities while managing Public Rights-of-Way in a manner that promotes the interests of the public health, safety and welfare; and,

**WHEREAS**, the City recognizes that Small Wireless Facilities including facilities commonly referred to as small cell and distributed antenna systems are critical to delivering wireless access to advanced technology, broadband, and 9-1-1 services to residences, businesses, and schools within the City; and,

**WHEREAS**, the City recognizes that Small Wireless Facilities together with high capacity transport medium such as fiber optic cabling may be effectively deployed in Public Rights-of-Way; and,

**WHEREAS**, this Ordinance is intended to grant municipal consent to use of Rights-of-Way and establish a standard application process to streamline the issuance of necessary permits in a manner that is not a barrier to competition, and does not unnecessarily delay the implementation and installation of Small Wireless Facilities,

**NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF ISLE OF PALMS, SOUTH CAROLINA**, that Title \_\_\_\_\_ of the City Code is hereby amended to add a new Chapter \_\_\_\_\_ entitled “Standards for Placement of Small Wireless Facilities in Covered Areas,” to read as follows:

**Section 1. *Definitions.***

**“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 Title 6, Chapter 9 of the South Carolina Code of Laws, local amendments to

those codes authorized by state law, and local codes or ordinances which impose requirements defined in Section 5 of this Ordinance 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 to a City and is a Wireless Services Provider or a Wireless Infrastructure Provider.

***“Application”*** means a request submitted by an Applicant for a permit to (i) Collocate Small Wireless Facilities; or, (ii) construct, install, maintain, operate, replace or modify a Utility Pole or Wireless Support Structure.

***“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 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. The term does not include a Utility Pole owned or operated by and accounted for as an asset of a municipal electric utility.

***“Collocate”*** means to install, mount, maintain, modify, operate, or replace one 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.

***“Covered Areas”*** means the surface of, and the space above and below, any public “Rights-of-Way,” “ROW,” “City Rights-of-Way,” “Public Rights-of-Way,” and/or “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 take action under this Ordinance 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 Utility 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 municipal ordinance, and for which the City maintains and enforces unique design and aesthetic standards on a uniform and nondiscriminatory basis.

**“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 larger in dimension than 24 inches in length, 15 inches in width, and 12 inches in height; and, (ii) any exterior antenna is no longer than 11 inches.

**“Person”** means an individual, corporation, limited liability company, partnership, association, trust, or other entity or organization, including the City.

**“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 ancillary 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.

***“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, 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.

***“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 Services Provider”*** means a Person who provides Wireless Services.

**“Wireless Support Structure”** means a freestanding structure, such as a monopole or, other existing or proposed structure designed to support or capable of supporting Wireless Facilities. Such term shall not include a Utility Pole.

**Section 2. *Purpose and Scope.***

(a) The purpose of this Ordinance 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 Ordinance to establish uniform standards including, but not limited to:

- (i) Prevention of interference with the use of streets, sidewalks, alleys, parkways, traffic light poles or other light poles, and other public ways and places;
- (ii) Prevention of visual and physical obstructions and other conditions that are hazardous to vehicular and pedestrian traffic;
- (iii) Prevention of interference with other facilities and operations of facilities lawfully located in Covered Areas or public property;
- (iv) Preservation of the character of neighborhoods where facilities are installed;
- (v) 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,
- (vi) Facilitation of the rapid deployment of Small Wireless Facilities to provide the citizens with the benefits of advanced Wireless Services.

**Section 3. *Permitted Use; Application Process and Fees.***

- (a) **Permitted Use and Consent.** Collocation of a Small Wireless Facility on an existing Utility Pole or Wireless Support Structure, or a new or modified Utility Pole or Wireless Support Structure installed in a Covered Area shall be a permitted use, except in supplemental review districts where such facilities are a conditional use, subject to administrative review, conditions and other requirements in Section 5. 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 permit holders acting in compliance with this Ordinance.

(b) **Permit Required.** No person shall place a Small Wireless Facility in a Covered Area without first filing a Small Wireless Facility Application and obtaining a permit, except as otherwise provided in this Ordinance.

(c) **Permit Applications.** All Small Wireless Facility Applications filed pursuant to this Ordinance shall be on a form, paper or electronic, as required by the City. The Applicant may designate portions of its Application 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 Requirements.** The Small Wireless Facility permit Application 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 the following:

- (i) The Applicant’s name, address, telephone number and e-mail address;
- (ii) Facility owner’s name, address, telephone number and email address, if different from Applicant;
- (iii) Intended facility use: owner operated or owner leased capacity;
- (iv) The names, addresses, telephone numbers, and e-mail addresses of all consultants, if any, acting on behalf of the Applicant with respect to the filing of the Application;
- (v) A general description of the proposed scope of work for the Collocation of the 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;
- (vi) Identification of any consultant that is acting on behalf of the Applicant and that is authorized to speak with the City, or a designee of the City, on the area of consultation for the Applicant even if the Applicant cannot be available;
- (vii) Verification from an appropriate representative of the Applicant that the Small Wireless Facility shall comply with all Applicable Codes;

(viii) Verification of payment of the annual municipal consent or administrative fee for telecommunications companies to use Public Rights-of-Ways pursuant to Section 58-9-2230;

(ix) Verification of local business license, if applicable;

(x) Evidence the Applicant is duly authorized to do business in South Carolina;

(xi) 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 Federal Communications Commission or evidence that it is not required;

(xii) A copy of an approved South Carolina Department of Transportation encroachment permit and all documents required by SCDOT as part of the encroachment permit application, if the proposed location is within a SCDOT Right-of-Way; and,

(xiii) If the proposed location is outside of a SCDOT Right-of-Way, a statement that the Applicant has a lease, attachment agreement or other authorization from the owner of the Utility Pole or structure proposed for Collocation.

(e) **Routine Maintenance and Replacement.** An Application shall not be required for:

(i) Routine maintenance;

(ii) The replacement of a Small Wireless Facility with another Small Wireless Facility that is substantially similar or smaller in size, weight, and height; or

(iii) 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 and that is remitting a consent, franchise, or administrative Fee pursuant to S.C. Code Ann. § 58-9-2230.

(f) **Information Updates.** Any amendment to information contained in a permit Application shall be submitted in writing to the City within ten (10) business days after the change necessitating the amendment.

(g) **Consolidated Application.** An Applicant seeking to Collocate multiple Small Wireless Facilities may, at the Applicant's discretion, file a consolidated Application and receive



a single permit for up to twenty (20) Small Wireless Facilities. Provided, however, the City's denial of any site or sites within a single Application shall not affect other sites submitted in the same Application. The City shall grant a permit for any and all sites in a single Application that it does not deny subject to the requirements of this Section.

(h) **Application Fees.** Unless otherwise provided by law, and except as to telecommunication companies exempted pursuant to S.C. Code § 58-9-2230, all Applications for permits pursuant to this Ordinance shall be accompanied by a Fee of \$100.00 for each Small Wireless Facility, except that the Fee for Small Wireless Facilities addressed in a consolidated Application shall be \$100.00 each for the first five Small Wireless Facilities and \$50.00 for each additional Small Wireless Facility up to a maximum of twenty (20) Small Wireless Facilities. For clarity, any Applicant that pays either a franchise, consent Fee, or administrative Fee pursuant to the requirements of S.C. Code § 58-9-2230 shall not be required to pay any building permit Fee, zoning permit Fee, encroachment Fee, degradation Fee, or any other Fee assessed on a telecommunications provider for its occupation of or work within the ROW.

(i) **Interference with Public Safety Equipment.** 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.

#### **Section 4. Action on Permit Application.**

(a) **Review of Small Wireless Facility Applications.** The City shall review the Application for a Small Wireless Facility permit for conformity with applicable requirements of this Ordinance, and shall issue a permit on nondiscriminatory terms and conditions subject to the following requirements:

- (i) Within ten (10) days of receiving an Application, the City must determine and notify the Applicant whether the Application is complete; or if an Application is incomplete, the City must specifically identify the missing information.
- (ii) Make its final decision to approve or deny the Application within sixty (60) days of submission of a completed Application .
- (iii) Notify the Applicant in writing of its final decision, and if the Application is denied, specify the basis for a denial, including citations to federal, state or local code provisions and/or statutes on which the denial was based.

(iv) Notwithstanding an initial denial, the Applicant may cure the deficiencies identified by the City and resubmit the Application within thirty (30) days of the denial, and the City shall approve or deny the revised Application within thirty (30) days of receipt of it. The subsequent review by the City shall be limited to the deficiencies cited in the original denial.

(b) **Review Deadline.** If the City fails to act on an Application within the sixty (60) day review period (or within the thirty (30) day review period for an amended Application), the Applicant may provide notice that the time period for acting has lapsed and the Application is then deemed approved.

(c) **Review of Eligible Facilities Requests.** Notwithstanding any other provisions of this Ordinance, the City shall approve 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).

(d) **Compensation.** Subject to the limitations set forth in Section 3(h) herein, every permit shall include as a condition the Applicant's agreement to pay such lawful franchise Fees, 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.

## **Section 5. *Requirements for Small Wireless Facilities in Covered Areas.***

(a) **Administrative Review.** The City shall perform an administrative review of permit Applications including the location or installation of new, modified, or replacement Utility Poles and/or Wireless Support Structures and the attachment of Wireless Facilities and equipment on Utility Poles or Wireless Support Structures. Review factors, in addition to location, shall include the size, shape, color, texture, and materials of the structures and attachments.

(i) The City may require a proposed Wireless Facility 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 structures, poles and

equipment located within five hundred (500) linear feet on the same Covered Area as the subject Utility Pole or Wireless Support Structure.

(ii) Where Small Wireless Facilities are determined to be appropriate, the use of reasonable stealth and concealment treatments, low profile equipment and control boxes, and screening may be required to avoid significant negative impacts on the character and visual aesthetics of the area. However, such requirements may be waived by the City upon a showing that the particular location of a Small Wireless Facility does not warrant stealth or concealment treatments or imposes an excessive expense. The waiver shall be granted or denied within forty-five (45) days after the date of the request.

(iii) Supplemental review districts identified in Section 5(c) and listed in Appendix A may be subject to a higher level of review.

(b) **Maximum Size of Permitted Use.**

(i) The height of an Antenna of a Collocated Small Wireless Facility shall be limited to the greater of ten (10) feet above (a) the height of an existing or modified Utility Pole or Wireless Support Structure; or (b) the height of a new Utility Pole or Wireless Support Structure as provided in (ii) below.

(ii) The height of a new or modified Utility Pole, or Wireless Support Structure is limited to the greater of (a) the tallest Utility Pole, excluding Transmission Poles, or Wireless Support Structure 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 or Wireless Support Structure as of the effective date of this Ordinance; or (b) in the absence of any such Utility Pole or Wireless Support Structure, either (i) forty (40) feet in any 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.

(iii) Collocation is not allowed on a Decorative Pole less than twenty (20) feet in height.

(c) **Supplemental Review Districts.** Collocated Small Wireless Facilities and new or modified Utility Poles or Wireless Support Structures located in supplemental review districts shall be a conditional use and subject to the design and aesthetic requirements and review processes for

structures specified in this Ordinance establishing the supplemental review district(s) in addition to the requirement of this Ordinance, provided that the City will work in good faith with the Applicant to accommodate the installation of Collocated Small Wireless Facilities and new or modified Utility Poles or Wireless Support Structures in supplemental review districts to the fullest extent practicable. The City reserves its right to maintain and implement the following types of supplemental review districts.

(i) **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 Area in these districts. Nothing in this section shall prohibit the use or replacement of existing Utility Poles or Wireless Support Structures in Underground Districts for the Collocation of Small Wireless Facilities subject to administrative review by the zoning administrator, appropriate design and concealment and a finding that such use does not increase the height by more than three (3) feet.

(ii) **Historic and Design Districts.** As a condition for approval of new Small Wireless Facilities or new Wireless Support Structure in a Historic District or a Design District, the City may require that a Wireless Services Provider or a Wireless Infrastructure Provider comply 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 on a Design District's Decorative Poles. If design and concealment treatments are determined on review by the City to be insufficient to mitigate harm to the Historic District or Design District, the Application may be denied.

This section 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.

(d) **Appeals, Special Exceptions and Variance Requirements.** Appeals of administrative decisions and requests for special exceptions and variances from the provisions of

this Ordinance, when strict application would result in an unnecessary hardship or in the inability to deploy needed Small Wireless Facilities, shall be heard and decided by the Board of Zoning Appeals or equivalent board for architectural, design or historical district reviews. An applicant seeking a Special Exception to construct a new Decorative Pole, Utility Pole or other Wireless Support Structure to Collocate a Small Wireless Facility in an Underground District shall demonstrate, including certification through an engineer, that it has diligently attempted to locate the proposed Decorative Pole, Utility Pole, Wireless Support Structure, or Small Wireless Facility outside of the Underground District and that placement of the Decorative Pole, Utility Pole, Wireless Support Structure, or Small Wireless Facility within the Underground District is necessary to provide the needed wireless coverage or capacity, and one or more of the following conditions exist supporting a Special Exception:

- (i) No existing Utility Pole or Wireless Support Structure is located within the location search radius or to the extent a Utility Pole or Wireless Support Structure is located within the search radius, such Utility Pole or Wireless Support Structure:
  - a. Is not available for Collocation under commercially reasonable rates, terms, and conditions;
  - b. Cannot accommodate the Collocation of the Small Wireless Facility and meet the technical requirements necessary to deliver adequate wireless service coverage or capacity; or
  - c. Would require modifications exceeding the three (3) feet height limitation imposed in section 5(c)(i).
- (ii) The only available option to deliver adequate wireless service coverage or capacity in the search radius requires modifications to an existing Utility Pole or Wireless Support Structure exceeding the three (3) feet height limitation imposed in section 5(c)(i) or the installation of a new Utility Pole or Wireless Support Structure for Collocation of a Small Wireless Facility, or
- (iii) The applicant has demonstrated other circumstances that, in the reasonable discretion of the [board, etc.], warrant a special exception or variance.

The Applicant shall abide by the design, stealth and concealment treatments imposed as conditions of the special exception.



(e) **Existing Supplemental Review Districts.** Supplemental review districts approved by the City as of the effective date of this Ordinance are listed in Appendix A. The Code provisions authorizing the district, applicable design guidelines or manual, review authority and appeal jurisdiction are specified in Appendix A. Nothing in this Ordinance shall prohibit or otherwise limit the City from establishing additional supplemental review districts, provided however, that facilities and structures for which a permit was approved or deemed approved pursuant to this Ordinance prior to the establishment of the additional supplemental review district remain subject to the provisions of this Ordinance, including routine maintenance and replacement of those facilities and structures as set out in Section 3(e)(i) and (ii) of this Ordinance, and not to any provisions otherwise applicable to the additional supplemental review district. If a Wireless Services Provider or a Wireless Infrastructure Provider voluntarily replaces such facilities in a manner that does not comply with Section 3(e)(ii) of this Ordinance, or if a Wireless Services Provider or a Wireless Infrastructure Provider voluntarily relocates such facilities, such replacement or relocation is subject to the then-existing provisions and requirements of the additional supplemental review district.

(f) **Repair of Damage.** A Wireless Services Provider or a Wireless Infrastructure Provider shall repair all damage to a City Right-of-Way directly caused by the activities of the Wireless Services Provider or the Wireless Infrastructure Provider, while occupying, installing, repairing, or maintaining Wireless Facilities, Wireless Support Structures, City Utility Poles, or Utility Poles and to return the Right-of-Way to its functional equivalence before the damage. If the Wireless Services Provider or the Wireless Infrastructure Provider fails to make the repairs required by the City within forty-five (45) days after written notice, unless the City and the Wireless Services Provider or the Wireless Infrastructure Provider agree in writing to a longer time period, the City may undertake those repairs and charge the applicable party the reasonable and documented cost of the repairs. The City may maintain an action to recover the costs of the repairs.

## **Section 6. *Effect of Permit.***

(a) **Authority Granted: No Property Right or Other Interest Created.** A permit from the City authorizes an Applicant to undertake only certain activities in accordance with the

Ordinance, and does not create a property right or grant any authority whatsoever to the Applicant 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 Ordinance shall be valid for a period longer than twelve (12) months unless both City 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 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.

#### ***Section 7. 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 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 Wireless Facilities or Wireless Support Structures within the Rights-of-Way whenever the City, in its reasonable discretion, has determined that such removal, relocation, change or alteration, is reasonably necessary 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.

(b) **Emergency Removal or Relocation of Facilities.** The City retains the right to cut or move any Wireless Facility or Wireless Support Structure 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 Wireless Services Provider or the Wireless Infrastructure Provider and provide opportunity to move its own Wireless Facilities or Wireless Support Structure prior to the City cutting or removing a Wireless Facility or Wireless Support Structure and the City shall notify the Wireless Services Provider or the Wireless Infrastructure Provider after cutting or removing a Wireless Facility.

(c) **Abandonment of Facilities.** Upon abandonment of a Wireless Facility or Wireless Support Structure within the City Rights-of-Way, the Wireless Services Provider or the Wireless Infrastructure Provider shall notify the City within ninety (90) days of such abandonment. Following receipt of such notice the City may direct the Wireless Services Provider or the Wireless

Infrastructure Provider to remove all or any portion of the Wireless Facility or Wireless Support Structure if the City, in its sole discretion, determines that such removal will be in the best interests of the public health, safety, and welfare.

(d) **Abandonment by Inaction.** At any point when a Wireless Services Provider or a Wireless Infrastructure Provider fails to pay any required Fee, or annual payment to the City, and fails to respond within sixty (60) days to a written inquiry from the City as to whether the Wireless Services Provider or the Wireless Infrastructure Provider intends to continue to operate a Wireless Facility or Wireless Support Structure, for whatever reason, the Wireless Facility shall be deemed abandoned and the City may, at its sole option, remove all or any portion of the Wireless Facility or Wireless Support Structure, or take other action as authorized by law, including recovery of actual costs incurred in removing the Wireless Facility or Wireless Support Structure.

#### **Section 8. Attachment to City-Owned Utility Poles in the Covered Areas.**

(a) **Annual Rate.** The rate to place a Small Wireless Facility on a City-Owned Pole in Covered Areas shall be fifty (\$50.00) dollars per year per wooden pole or two hundred (\$200.00) dollars per year for all other City-Owned Poles. This rate is in addition to reimbursement to the City for any expenses for make-ready work. The City reserves the right to require a pole attachment agreement to further define the terms and conditions of attachments to City-Owned Poles. The rates specified in this section shall not apply to poles owned, or operated and accounted for as an asset of, a municipal electric utility.

(b) **Cease Payment.** A Wireless Services Provider or a Wireless Infrastructure Provider is authorized to remove its facilities at any time from a City-Owned Pole in Covered Areas and cease paying the annual rate to the City as of the next due date for payment following the removal.

(c) **Make-Ready.** For City-owned Utility Poles in Covered Areas, the Applicant shall reimburse the City for expenses for any reasonable make-ready work. The City shall provide a good faith estimate for any make-ready work necessary to enable the pole to support the requested Small Wireless Facility, including pole replacement if necessary, within sixty (60) days after receipt of a completed request. Make-ready work including any pole replacement shall be completed within sixty (60) days of written acceptance of the good faith estimate by the Wireless Services Provider or the Wireless Infrastructure Provider.

(d) **Municipal Utilities Excluded.** Nothing in this section shall be construed to affect the authority of a municipal electric utility to deny, limit, restrict, or determine the rates, Fees, terms, and conditions for the use of or attachment to a Utility Pole owned, or operated and accounted for as an asset of, a municipal electric utility.

**Section 9. Severability.**

In the event any title, subtitle, section, subsection, subdivision, paragraph, subparagraph, item, sentence, clause, phrase, or work of this Ordinance is declared or adjudged to be invalid or unconstitutional, such declaration or adjudication shall not affect the remaining portions of the Ordinance 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 Ordinance.

**Section 10. Effective Date.**

This Ordinance shall take effect (xxx) days after adoption.

**APPROVED:**

---

**Jimmy Carroll, Mayor**

**ATTEST:**

---

**Marie Copeland, City Clerk**

**APPROVED AS TO LEGAL FORM:**

---

**Julia Copeland, City Attorney**

**First Reading:**

**Second Reading:**

**Ratification:**

# QUIT CLAIM DEED

WHEREAS: THE CITY OF ISLE OF PALMS, SOUTH CAROLINA, SENDS  
GREETING:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that the said The City of Isle of Palms, South Carolina, in consideration of the premises and also in consideration of the sum of One and NO/100 (\$1.00) Dollar to it in hand paid at and before the sealing and delivering of these presents by Andres Lozano (the receipt whereof is hereby acknowledged) has remised, released and forever quit-claimed, and by these presents does remise, release and forever quit-claim unto the said Andres Lozano, his heirs and assigns, forever, the following described property:

IT IS EXPRESSLY UNDERSTOOD that the property conveyed is to be combined with and become a part of Lot 12, Block P, Section BC-2-D, Isle of Palms, South Carolina.

TMS: 571-10-00-123

Grantee's Address: 9710 Sotherloch Lake Drive  
Spring, TX 77379

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

TO HAVE AND TO HOLD all and singular the said premises before mentioned unto the said Andres Lozano, his heirs and assigns, forever, so that neither the said The City of Isle of Palms, South Carolina nor its successors, nor any other person or persons, claiming under it or them, shall at any time hereafter, by any way or means, have, claim or demand any right or title to the aforesaid premises or appurtenances, or any part of or parcel thereof, forever.

**REAMINDER OF PAGE INTENTIONALLY BLANK**



WITNESS its hand and seal this \_\_\_\_ day of March in the year of our Lord Two Thousand and Nineteen and in the two hundred and forty-third year of Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

THE CITY OF ISLE OF PALMS,  
SOUTH CAROLINA

\_\_\_\_\_  
Witness

BY: \_\_\_\_\_  
Jimmy Carroll, Mayor

\_\_\_\_\_  
Witness

STATE OF SOUTH CAROLINA            )  
  )  
COUNTY OF CHARLESTON            )

ACKNOWLEDGMENT

THE FOREGOING instrument was acknowledged before me by Jimmy Carroll as Mayor of The City of Isle of Palms on this the \_\_\_\_ day of March, 2019.

\_\_\_\_\_  
Notary Public for South Carolina

\_\_\_\_\_  
Print Notary Name

My Commission Expires:

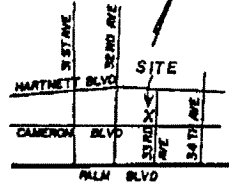
(AFFIX SEAL)

BK 193PG202

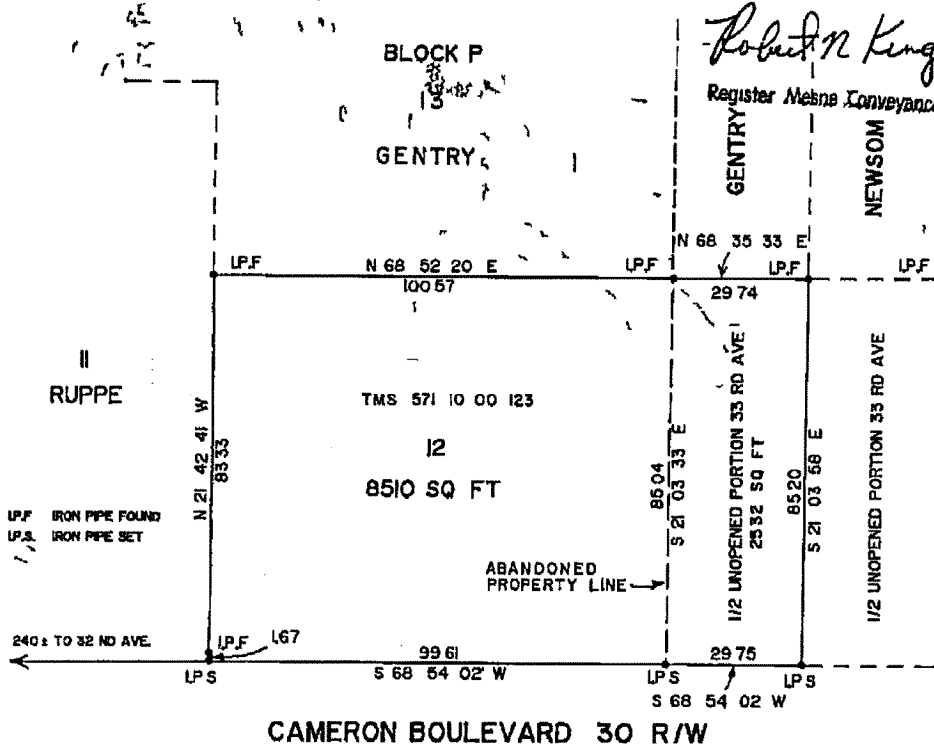
Approved by City Council  
of the City of Isle of Palms  
this 24 day of May 1990  
*Neill E. McGinnis*  
Clerk

Charleston, South Carolina  
Office of Register Mesne Conveyance

Plat recorded this 6<sup>th</sup> day of June 1990 at 11:09 o'clock in Plat Book B2 Page 270, and tracing cloth copy filed in File 4 Drawer 6 Folder 55, Drawing No. 41 Original plat (a white print) delivered to *E. M. Seabrook*



LOC MAP NO SCALE

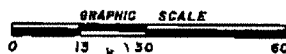


THIS PROPERTY ZONED SR 2

# CITY OF ISLE OF PALMS CHARLESTON COUNTY, S.C.

PLAT OF LOT 12 BLOCK P  
OWNED BY PHYLLIS F. FLEISHEL  
AND 1/2 UNOPENED PORTION OF 33 RD AVE

SCALE: 1" = 30'



DATE: MARCH 15 1990

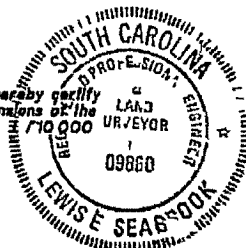
**E. M. SEABROOK, JR., INC.**

ENGINEERS - SURVEYORS - PLANNERS

LEWIS E. SEABROOK a Registered Surveyor of the State of South Carolina hereby certify that I have surveyed the property shown hereon, that this plat shows the true dimensions of the property that all necessary markers have been installed, and the precision exceeds 1/10,000

*Lewis E. Seabrook*

LEWIS E. SEABROOK  
CIVIL ENGINEER & LAND SURVEYOR  
S.C. Reg No 09860  
MT PLEASANT S.C.



B2-27

KRAWCHECK & DAVIDSON, L.L.C.

ATTORNEYS AT LAW

NINE STATE STREET

CHARLESTON, SOUTH CAROLINA 29401

LEONARD KRAWCHECK  
LYDIA PRUITT DAVIDSON  
LYDIA PRUITT BROOKS

TELEPHONE  
843 577-2577  
FAX  
843 723-9951

March 11, 2019

Mr. Douglas Kerr  
Zoning Administrator  
City of Isle of Palms  
By email: [dkerr@iop.net](mailto:dkerr@iop.net)

Re: 3404 Palm Blvd.

Dear Douglas:

I represent the Purchaser of Lots 54, 54A, 55 and 55A on the Isle of Palms front beach. Lots 54 and 55 were conveyed to John C. Sheridan III and Charlotte L. Sheridan in 1957. These Lots are shown on the Plat by Dotterer dated January 1945 and recorded in the Charleston County ROD in Plat Book F, Page 200. They are front beach lots and lie adjacent to each other. The Lot Lines separating these lots were never abandoned.

In 1991, the Beach Company conveyed to the Sheridans the two accreted lots (Lot 54A and Lot 55A) which lie between Lots 54 and 55 and the ocean. The Beach Company deed states that "it is the intention of the parties hereto that after the conveyance affected hereby, Lots 54 and 55 and Lots 54A and 55A will become one lot and John C. Sheridan III and Charlotte L. Sheridan hereby covenant(s) for themselves and their Heirs, Personal Representatives, Successors and Assigns that the new combined lot shall not be subdivided regardless of whether subdivision may be permitted by local ordinances".

The Sheridans constructed a house which straddles the property line separating Lots 54 and 55. They receive one tax bill from the County for the 4 Lots which are identified by two TMS Nos. 571-10-00-211 and 571-10-00-251.

My client has a contract to purchase this property and in the future intends to tear down the existing structure. At that time, he intends to separate the property into two Lots - one consisting of Lots 54 and 54A and the other consisting of Lots 55 and 55A. We believe that this was originally intended by the Beach Company and the Sheridans rather than the overly broad one lot covenant restriction.

March 11, 2019

Page 2

---

By Assignment dated April 21, 1992 and recorded in the Charleston County ROD Office in Book L-215, Page 402, the Beach Company assigned unto the City of Isle of Palms the Beach Company's right to the covenants and restrictions contained in the deeds (including the deeds in question) and the right to enforce compliance with such covenants and restrictions.

I have taken the liberty of preparing a partial termination of covenant which I will need to be signed by the City of Isle of Palms – a copy of which is attached. I have also attached a copy of the deed from the Beach Company containing the covenant prohibiting the subdivision of the property.

I would very much appreciate your considering this request at your earliest convenience. Pursuant to our telephone conference, I am sending a copy of this correspondence to Julia Copeland, Esquire for her information and review as well.

Best regards,



Leonard Krawcheck

LK/mh

Enc

cc: Julia Copeland, Esq. ([jcopeland@lawyerscmp.com](mailto:jcopeland@lawyerscmp.com))  
Kristin Walker ([kwalker@dunesproperties.com](mailto:kwalker@dunesproperties.com))

BK N 205PG757

STATE OF SOUTH CAROLINA    )  
                                  )     INDENTURE QUIT-CLAIM DEED  
COUNTY OF CHARLESTON        )

WHEREAS, JOHN C. SHERIDAN, III AND CHARLOTTE L. SHERIDAN, are the record owner(s) of Lots 54 and 55, in the City of Isle of Palms; and

WHEREAS, The Beach Co. is the owner of Lots 54-A and 55-A, in the City of Isle of Palms, Charleston County, South Carolina (the "Premises") which lies between the property of JOHN C. SHERIDAN, III AND CHARLOTTE L. SHERIDAN and the Atlantic Ocean; and

WHEREAS, The Beach Co. desires to convey the Premises to JOHN C. SHERIDAN, III AND CHARLOTTE L. SHERIDAN upon the terms provided herein and subject to the restrictions set forth below;

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that The Beach Co. in the State aforesaid, in consideration of the foregoing premises and the sum of Twelve Thousand Nin. Hundred and No/100 Dollars (\$12,900.00) to it in hand paid at and before the sealing of these presents by JOHN C. SHERIDAN, III AND CHARLOTTE L. SHERIDAN the receipt of which is hereby acknowledged, has remised, released and forever quit-claimed, and by these presents does hereby remise, release and forever quit-claim unto the said JOHN C. SHERIDAN, III AND CHARLOTTE L. SHERIDAN, their Heirs and Assigns forever, the following described property to wit:

ALL that certain lot, piece or parcel of land situate, lying and being in Charleston County, shown and designated as Lots 54A and 55A, City of Isle of Palms, on a plat by Lewis E. Seabrook, CE & LS, dated April 19, 1991, entitled "CITY OF ISLE OF PALMS, CHARLESTON COUNTY, S.C. PLAT OF LOTS 8A-12A BLOCK 50 SECTION B, LOTS 1A-10A BLOCK 57, SECTION B, LOTS 1A-10A BLOCK 61 SECTION B, LOTS 1A-12A SECTION C-1, LOTS 13A-36A SECTION C-2 and LOTS 37A-85A OWNED BY THE BEACH COMPANY", recorded in the R.M.C. Office for Charleston County in Book CD, at page 155; reference to which is craved as forming a part and parcel hereof.

IT being the intent of the Grantor herein to convey unto Grantee any and all of its right, title and interest in and to any land which has, or may accrete between the southern boundary line of Lots 54A and 55A, and the mean high water mark of the Atlantic Ocean as it may vary from time to time.

TMS # 571-10-00-251.

DISCLOSURE STATEMENT PURSUANT TO COASTAL MANAGEMENT ACT, SOUTH CAROLINA CODE OF LAWS, SECTION 48-39-330, AS AMENDED.

BECAUSE OF THE PROXIMITY OF THIS PROPERTY TO THE ATLANTIC OCEAN, ITS USE AND ENJOYMENT ARE REGULATED BY THE COASTAL MANAGEMENT ACT, SOUTH CAROLINA CODE ANN. 48-39-10, ET. SEQ. (1976), AS AMENDED. DEPENDING ON THE LOCATION OF THE BASE LINE, AND SET BACK LINE IN RELATION TO THE PROPERTY, CONSTRUCTION, REPAIR, RECONSTRUCTION, AND MODIFICATION OF HABITABLE STRUCTURES, IMPROVEMENTS AND EROSION CONTROL DEVICES ARE EITHER PROHIBITED OR SEVERELY RESTRICTED.

THIS PROPERTY IS FULLY SHOWN ON A PLAT PREPARED BY LEWIS E. SEABROOK, CE & LS, DATED APRIL 19, 1991, WHICH PLAT IS RECORDED IN THE R.M.C. OFFICE FOR CHARLESTON COUNTY IN PLAT BOOK CD, AT PAGE 155.

AS SHOWN ON THE PLAT, PART OF THIS PROPERTY IS LOCATED 169 FEET SEAWARD OF THE BASE LINE AND APPROXIMATELY 189 FEET SEAWARD OF THE SET BACK LINE. THE EROSION RATE IS ACCRETIONAL APPROXIMATELY 2.2 FEET PER YEAR AND THIS PROPERTY IS LOCATED IN A VELOCITY ZONE AND SUBJECT TO WAVE ACTION AND FLOODS, EROSION RATE, BASE LINE AND SET BACK LINES ARE BASED ON THE SOUTH CAROLINA COASTAL COUNCIL'S DETERMINATION AS OF APRIL 21, 1989. THE EROSION RATE, BASE LINE AND SET BACK LINES ARE SUBJECT TO READJUSTMENT BY THE SOUTH CAROLINA COASTAL COUNCIL. THE VELOCITY ZONE IS DETERMINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY AND SUBJECT TO ADJUSTMENT BY THAT AGENCY.

THE ABOVE DESCRIBED PROPERTY is conveyed subject to the following restrictions, which shall run with the land and be binding upon JOHN C. SHERIDAN, III AND CHARLOTTE L. SHERIDAN, their heirs, Personal Representatives, Successors and Assigns and shall be enforceable by Grantor and its successors and assigns: (1) no building or structure of any kind whatsoever shall be constructed or erected on the said premises; such restriction, however, shall not be construed to prevent the construction of a dune crossover, walkway, open-air

gazebo or erosion control device subject to obtaining the necessary permits from appropriate governmental agencies; and (2) any and all easements and restrictions of record, including, without limitation, any view easements, which may further restrict the ability of JOHN C. SHERIDAN, III AND CHARLOTTE L. SHERIDAN to construct any improvements whatsoever.

IT is the intention of the parties hereto that after the conveyance effected hereby, Lots 54 and 55 and Lots 54A and 55A will become one lot, and JOHN C. SHERIDAN, III AND CHARLOTTE L. SHERIDAN hereby covenant(s), for themselves and their Heirs, Personal Representatives, Successors and Assigns, that the new combined lot shall not be subdivided regardless of whether such subdivision may be permitted by local ordinances. \*

BY the acceptance of this deed and by the recording thereof, JOHN C. SHERIDAN, III AND CHARLOTTE L. SHERIDAN accept(s) the above-described property subject to the restrictions contained herein and specifically acknowledge(s) that The Beach Co. has made no representations with respect to the use of the said premises, including without limitation, the construction of dunes crossovers, walkways, open-air gazebos or erosion control devices.

GRANTEE'S ADDRESS:

PO Box 429  
Tr. of Palms SC 29451

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

TO HAVE AND TO HOLD, all and singular, the said premises before mentioned unto the said JOHN C. SHERIDAN, III AND CHARLOTTE L. SHERIDAN, their Heirs and Assigns forever so that neither The Beach Co., nor Its Successors and Assigns, nor any other person or persons, claiming under it, shall at any time hereafter, by any way or means, have, claim, or demand any right or title to the aforesaid premises or appurtenances. or any part or parcel thereof, forever.



BK N 205P6760

(8-20-91)

IN WITNESS WHEREOF, JOHN C. SHERIDAN, III AND CHARLOTTE L. SHERIDAN, The Beach Co., by Charles S. Way, Jr., its president and by Betty R. Crow, its secretary, have caused these presents to be executed this 12<sup>th</sup> day of August, in the year of our Lord one thousand nine hundred and ninety-one in the two hundredth and fifteenth year of Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND  
DELIVERED IN THE  
PRESENCE OF:

THE BEACH CO.

Sandra S. Diggins

By

Charles S. Way, Jr.  
President

By

Betty R. Crow  
Betty R. Crow, Secretary

Sandra S. Diggins

John C. Sheridan III  
Charlotte L. Sheridan

STATE OF SOUTH CAROLINA )

COUNTY OF CHARLESTON )

PERSONALLY appeared before me the undersigned witness and made oath that (s) he saw the within named The Beach Co., by Charles S. Way, Jr., President and by Betty R. Crow, Secretary, sign, seal and as its act and deed deliver the within written Indenture Quit-Claim Deed, and that (s)he with the other witness above named witnessed the execution thereof.

SWORN to before me this

12 day of August, 1991.

Sandra S. Diggins  
Notary Public for South Carolina  
My Commission Expires: 7-8-95

STATE OF SOUTH CAROLINA  
COUNTY OF CHARLESTON  
NOTARY PUBLIC  
Sandra S. Diggins  
My Commission Expires: 7-8-95

8-8-91

BK L 215PG402

STATE OF SOUTH CAROLINA )  
COUNTY OF CHARLESTON ) ASSIGNMENT OF RIGHTS

THIS ASSIGNMENT OF RIGHTS is made as of this 21<sup>st</sup> day of April, 1992, by THE BEACH CO. in favor of the CITY OF ISLE OF PALMS.

W I T N E S S E T H :

WHEREAS, The Beach Co. has previously conveyed those lots (the "Lots") listed on Exhibit A hereto; and

WHEREAS, the Lots are more particularly shown on a plat (the "First Plat") entitled "City of Isle of Palms, Charleston County, S.C., Plat of Lots 8A-12A Block 50 Section B, Lots 1A-10A Block 57 Section B, Lots 1A-10A Block 61 Section B, Lots 1A-12A Section C-1, Lots 13A-36A Section C-2, and Lots 37A-36A Owned by The Beach Co.," which was recorded in the R.M.C. Office for Charleston County in Plat Book CD, at Page 153 and on a plat (the "Second Plat," and together with the First Plat, the "Plats") entitled "City of Isle of Palms, Charleston County, S.C., Plat of Lots 1A and 6A BL. B1 Section D, Lots 1A and 6A BL. C1 Section D, Lots 1A and 6A BL. D1 Section D, Lots 1A and 6A BL. 75 Section D, Lots 1A and 5A BL. 74 Section D, Lot X Block 73 Section D, Lots 1A and 6A BL. 63 Section D, Lots 1A and 6A BL. 62 Section D, Lots 1A and 6A BL. 61 Section D, Lots 1A and 6A BL. 60 Section D, Lots 7A, 8A, 9A, 10A, and 11A BL. A Tract A, Lots 7A, 8A, 9A, 10A, and 11A BL. B Tract A, Lots 7A, 8A, 9A, 10A, and 11A BL. C Tract A, Lots 7A, 8A, 9A, 10A, and 11A BL. D Tract A Owned by The Beach Co.," which was recorded in the R.M.C. Office for Charleston County in Plat Book CD, at Page 151; and

WHEREAS, the deeds by which The Beach Co. conveyed such lots contain covenants and restrictions regarding their use; and

WHEREAS, said covenants and restrictions are to be enforced by The Beach Co. and its successors and assigns; and

WHEREAS, The Beach Co. is now minded to assign its right to enforce these covenants and restrictions to the City of Isle of Palms;

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, THAT THE BEACH CO. in the State aforesaid for and in consideration of the foregoing premises the mutual covenants contained herein, and other good and valuable consideration to it in hand paid at or before the sealing of these presents by the CITY OF ISLE OF PALMS in the State aforesaid, the receipt whereof is hereby acknowledged, has granted,

BK L 215PG403

bargained, sold and released, and by these Presents does grant,  
bargain, sell and release unto the said CITY OF ISLE OF PALMS all  
of its interest in and to the following described property, to wit:

All of The Beach Co.'s right, title and  
interest in and to (a) the covenants and  
restrictions contained in the deeds by which  
the Lots were conveyed and (b) the benefits of  
any notes or covenants contained in the Plats,  
including but not limited to, the right to  
enforce compliance with such covenants and  
restrictions.

TOGETHER WITH all and singular, the Rights, Members,  
Hereditaments and Appurtenances to the said Rights, belonging, or  
any wise incident or appertaining.

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

IN WITNESS WHEREOF, The Beach Co. has duly executed this  
Assignment as of the day and year first above written.

Olga C. Bryant  
Katherine M. Brown

THE BEACH CO.

By Charles S. Way, Jr. President

By Betty R. Crow  
Betty R. Crow, Secretary

STATE OF SOUTH CAROLINA )  
COUNTY OF CHARLESTON )

BK L 215PG404

PERSONALLY appeared before me the undersigned witness and made oath that (s) he saw the within named THE BEACH CO., by Charles S. Way, Jr., and Betty R. Crow, its President and Secretary, respectively, sign, seal and as its act and deed, deliver the within written Assignment of Rights, and that (s)he with the other witness above named witnessed the execution thereof.

Anna C. Bryant

SWORN to before me this  
21<sup>st</sup> day of April, 1992.

Katherine M. Brown  
Notary Public for South Carolina  
My Commission Expires: 12/02/2001

EXHIBIT A  
TO  
ASSIGNMENT OF RIGHTS

BK L 215PG405

Lots 8 through 12, Block 50, Section B  
Lots 1 through 7, 9 and 10, Block 57, Section B  
Lots 1 through 10, Block 61, Section B  
Lots 1 through 12, Section C-1  
Lots 13, 14, 16, 17, 19 through 36, 39 through 56, 58 through 77,  
79, and 81 through 85, Section C-2  
Lot 6, Block B1, Section D  
Lots 1 and 6, Block C1, Section D  
Lots 1 and 6, Block D1, Section D  
Lots 1 and 6, Block 60, Section D  
Lots 1 and 6, Block 61, Section D  
Lots 1 and 6, Block 62, Section D  
Lots 1 and 6, Block 63, Section D  
Lots 6 and 8, Block 64, Section D  
Lots 1 and 5, Block 74, Section D  
Lots 1 and 6, Block 75, Section D



Dennis Rhoad

BK L 215P6406

41  
90

FILED

2215-402

92 JUN 26 PM 1:52

ROBERT H. KING  
REGISTER  
CHARLESTON COUNTY SC

misc (lost night

10.00

②A

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF CHARLESTON )

**WAIVER OF RESTRICTIONS**  
**LOTS 54, 54-A, 55, 55-A**

WHEREAS, the real property which is the subject of this Waiver of Restrictions constitute oceanfront lots located in the City of Isle of Palms; and

WHEREAS, John C. Sheridan, III and Charlotte L. Sheridan (also known as Charlotte G. Sheridan and Charlotte Louise Sheridan) (together, the "Sheridans") acquired Lots 54 and 55 in the City of the Isle of Palms in 1957 by deeds recorded in the RMC Office for Charleston County in Book E64 at page 90 and C64 at page 362, both lots being shown on a plat by John B. Dotterer, Civil Engineer, dated January, 1945 and recorded in Plat Book F, page 200 in the RMC Office for Charleston County;

WHEREAS, Lots 54 and 55 were front beach lots, and the lots lines between adjacent Lots 54 and 55 have never been abandoned by the Sheridans, their heirs and assigns;

WHEREAS, as land accreted on the Isle of Palms, The Beach Co., the owner of the accreted land, began selling to the front beach lot owners the accreted land between the seaward or southern lot lines of the existing lots and any land which has, or may accrete between the southern boundary lines of the lots and the mean high water mark of the Atlantic Ocean as it may vary from time to time, subject to the agreement that it was the intention of the parties that the accreted land lot and the existing lot will become one lot and the new combined lot shall not be subdivided;

WHEREAS, by Indenture Quit-Claim Deed of The Beach Co. dated August 20, 1991 and recorded in the RMC Office for Charleston County in in Book N205 at page 757 (the "Beach Co. Deed"), The Beach Co. conveyed to the Sheridans the two accreted lots, Lot 54-A and Lot 55-A (sometimes referred to as 54A and 55A), which are south of Lots 54 and 55 owned by the Sheridans, Lots 54-A and 55-A lying between the property of the Sheridans and the Atlantic Ocean and being designated as Lots 54A and 55A on a plat by Lewis E. Seabrook dated April 19, 1991 recorded in the RMC Office for Charleston County in Book CD at page 155;

WHEREAS, the Beach Co. Deed states "it being the intent of the Grantor herein to convey unto Grantee any and all of its right, title and interest in and to any land which has, or may accrete between the southern boundary line of Lots 54A and 55A, and the mean high water mark of the Atlantic Ocean as it may vary from time to time;"

WHEREAS, the Beach Co. Deed further states that "It is the intention of the parties hereto that after the conveyance effected hereby, Lots 54 and 55 and Lots 54A and 55A will become one lot, and John C. Sheridan, III and Charlotte L. Sheridan hereby covenant(s), for themselves and the Heirs, Personal Representatives, Successors and Assigns, that the new combined lot shall not be subdivided regardless of whether subdivision may be permitted by local ordinances" (the "Subdivision Restriction");

WHEREAS, The Beach Co. never intended that the Subdivision Restriction would prevent the creation, re-creation or retention of Lot 54 and Lot 55 as separate parcels, as their lot lines were never abandoned;

WHEREAS, the true intent of the Subdivision Restriction was to prevent the subdivision of the more seaward lot of accreted land, Lot 54-A, from the more landward Lot 54, and similarly to prevent the subdivision of the more seaward lot of accreted land, Lot 55-A, from the more landward Lot 55; and

WHEREAS, The Beach Co. has assigned all of its right to enforce the Subdivision Restriction, along with other rights, to the City of Isle of Palms (the "City") by virtue of the Assignment of Rights dated April 21, 1992 and recorded in the Charleston County R.M.C. Office in Book L-215, Page 402, and by Corrective Assignment of Rights dated February 24, 1994 and recorded in the R.M.C. Office for Charleston County in Book U239 at page 150; and

WHEREAS, the City, now being the assignee of the right to enforce the Subdivision Restriction, desires to clarify any ambiguity on the public record, waive the Subdivision Restriction to the extent that it may apply to the creation or re-creation or continuation of separate Lots 54 and 54-A as one lot and 55 and 55-A as another lot, consistent with the initial platting of these properties, and the intent of the Sheridans and The Beach Co; and

NOW, THEREFORE, the City, in consideration of the waiver of its rights and the mutual promises contained herein, now agrees as follows:

- i) City waives the Subdivision Restriction to the extent necessary to allow the creation of separate Lots 54 and 54-A as one lot and Lots 55 and 55-A as a separate lot, but reserves all future rights to enforce the Subdivision Restriction, expressly including such enforcement as may be required to prevent the subdivision of Lot 54 and 54-A and Lot 55 and Lot 55-A, it being understood and agreed that Lots 54 and 54-A shall be treated as one lot and Lots 55 and 55-A shall be treated as one lot.
- ii) The proper legal description for Lots 54 and 54-A and Lots 55 and 55A are set forth on Exhibit A attached hereto and incorporated herein by reference, as they should have been set forth in the Beach Co. Deed.
- ii) This Waiver of Restrictions shall be binding upon the City and its successors, including without limitation, this Waiver of Restrictions shall act as a continuing waiver, subject to the terms herein, as to all future conveyances of Lot 54 and 54-A (as one lot) or Lot 55 and 55-A (as one Lot).

*[Reminder of page left blank. Signatures to follow.]*

The City of Isle of Palms by and through its authorized agent, has executed this Waiver of Restrictions this \_\_\_\_ day of \_\_\_\_\_, 2019.

WITNESSES:

CITY OF ISLE OF PALMS

\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_

Its: \_\_\_\_\_

STATE OF SOUTH CAROLINA )

COUNTY OF CHARLESTON )

**ACKNOWLEDGEMENT**

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by \_\_\_\_\_ (name of officer or agent), as \_\_\_\_\_ (title of officer or agent) of the City of Isle of Palms, on behalf of the entity.

Print/Type Name: \_\_\_\_\_

Notary Public for South Carolina

My Commission Expires: \_\_\_\_\_

## EXHIBIT "A"

### PROPERTY DESCRIPTION

#### Lot 54 and 54-A

ALL that lot, piece, or parcel of land on the Isle of Palms, Charleston County, South Carolina, known as Lot 54 on a plat of a portion of the Isle of Palms by John B. Dotterer, dated January, 1945 and recorded in Plat Book F, Page 200 in the RMC Office for Charleston County.

The above lot butts and bounds according to the said plat, to the North on Hardaway Boulevard, eighty-five (85) feet; to the East on Lot 55 on said plat, one hundred twenty-nine and 8/10ths (129.8) feet; to the South on a strip of land lying between said lot and mean high water mark on Atlantic Ocean, eighty-five (85) feet; and to the West on Lot 53 on said plat, one hundred and thirty (130) feet, be all of said dimensions a little more or less.

Together with an easement appurtenant to the said property above described for view across the strip of land lying between said lot and mean high water mark on Atlantic Ocean, and together with an easement appurtenant to the said property above described for ingress and egress on foot across said strip of land lying between the said lot and mean high water mark on Atlantic Ocean to and from the said lot and the beach.

The property above described is conveyed, nevertheless, subject to the reservations, covenants, conditions and restrictions and limitations set forth in an instrument executed by The Beach Co. dated March 3, 1945 and recorded in Book L-42, Page 693, as amended by further instruments executed by the Beach Co. duly recorded in Books E-44, Page 367 and B-30, Page 438 in the RMC Office for Charleston County.

And:

ALL that certain lot, piece, or parcel of land situate, lying and being in Charleston County, shown and designated as Lots 54A City of Isle of Palms, on a plat by Lewis E. Seabrook, CE & LS, dated April 19, 1991, entitled, "CITY OF ISLE OF PALMS, CHARLESTON COUNTY, S.C. PLAT OF LOTS 8A-12A BLOCK 50, SECTION B, LOTS 1A-10A, BLOCK 57, SECTION B, LOTS 1A -10A, BLOCK 61, SECTION B, LOTS 1A -12A SECTION C-1, LOTS 13A -36A, SECTION C-2 AND LOTS 37A -85A OWNED BY THE BEACH COMPANY", recorded in the R.M.C. Office for Charleston County in Book CD, at page 155; reference to which is craved as forming a part and parcel hereof.

THE ABOVE DESCRIBED Lot 54-A is subject to the following restrictions, which shall run with the land and be binding upon JOHN C. SHERIDAN, III, his heirs, Personal Representatives, Successors and Assigns and shall be enforceable by Grantor and his successors and assigns: (1) no building or structure of any kind whatsoever shall be constructed or erected



on the said premises; such restriction, however, shall not be construed to prevent the construction of a dune crossover, walkway, open-air gazebo or erosion control device subject to obtaining the necessary permits from appropriate governmental agencies; and (2) any and all easements and restrictions of record, including, without limitation, any view easements, which may further restrict the ability of JOHN C. SHERIDAN, III to construct any improvements whatsoever.

It is the intention of the parties hereto that Lots 54 Lot 54A shall be treated as one lot, and JOHN C. SHERIDAN, III hereby covenants, for himself and his Heirs, Personal Representatives, Successors and Assigns, that the combined lot shall not be subdivided regardless of whether such subdivision may be permitted by local ordinances.

Lot 55 and 55-A

ALL that lot, piece, or parcel of land on the Isle of Palms, Charleston County, South Carolina, known as Lot 55 on a plat of a portion of the Isle of Palms by John B. Dotterer, dated January, 1945 and recorded in Plat Book F, Page 200 in the RMC Office for Charleston County.

The above described lot butts and bounds according to the said plat, to the North on Hardaway Boulevard (Now Palm Boulevard), eighty (80') feet; to the East on a passageway ten (10') feet wide between Lot 55 and Lot 56 one hundred twenty-eight and 8/10ths (128.8') feet; to the South on a strip of land lying between this lot and mean high water mark on Atlantic Ocean, eighty (80') feet; and to the West on Lot 54 on said plat, one hundred and twenty-nine and 8/10ths (129.8') feet, be all of said dimensions a little more or less.

Together with an easement appurtenant to the said property above described for view across the strip of land lying between said lot and mean high water mark on the Atlantic Ocean, and together with an easement appurtenant to the said property above described for ingress and egress on foot across said strip of land lying between the said lot and mean high water mark on the Atlantic Ocean to and from the said lot and the beach.

The property above described is conveyed, nevertheless, subject to the reservations, covenants, conditions and restrictions and limitations set forth in an instrument executed by The Beach Co. dated March 3, 1945 and recorded in Book L-42, Page 693, as amended by further instrument executed by the Beach Co. recorded in Books E-44, Page 367 and B-30, Page 438 in the RMC Office for Charleston County.

And:

ALL that certain lot, piece, or parcel of land situate, lying and being in Charleston County, shown and designated as Lot 55A, City of Isle of Palms, on a plat by Lewis E. Seabrook, CE & LS, dated April 19, 1991, entitled, "CITY OF ISLE OF PALMS, CHARLESTON COUNTY, S.C. PLAT OF LOTS 8A-12A BLOCK 50, SECTION B, LOTS 1A-10A, BLOCK 57, SECTION B, LOTS 1A -10A, BLOCK 61, SECTION B, LOTS 1A -12A SECTION C-1, LOTS 13A -36A, SECTION C-2 AND LOTS 37A -85A OWNED BY THE BEACH COMPANY",

recorded in the R.M.C. Office for Charleston County in Book CD, at page 155; reference to which is craved as forming a part and parcel hereof.

THE ABOVE DESCRIBED Lot 55-A is subject to the following restrictions, which shall run with the land and be binding upon JOHN C. SHERIDAN, III, his heirs, Personal Representatives, Successors and Assigns and shall be enforceable by Grantor and his successors and assigns: (1) no building or structure of any kind whatsoever shall be constructed or erected on the said premises; such restriction, however, shall not be construed to prevent the construction of a dune crossover, walkway, open-air gazebo or erosion control device subject to obtaining the necessary permits from appropriate governmental agencies; and (2) any and all easements and restrictions of record, including, without limitation, any view easements, which may further restrict the ability of JOHN C. SHERIDAN, III to construct any improvements whatsoever.

It is the intention of the parties hereto that Lots 55 Lot 55A shall be treated as one lot, and JOHN C. SHERIDAN, III hereby covenants, for himself and his Heirs, Personal Representatives, Successors and Assigns, that the combined lot shall not be subdivided regardless of whether such subdivision may be permitted by local ordinances.

## "Douglas Kerr"

---

**From:** Julia Copeland <jcopeland@lawyershmp.com>  
**Sent:** Friday, March 15, 2019 1:05 PM  
**To:** "Douglas Kerr"  
**Subject:** Fwd: Lots 54 and 55, IOP  
**Attachments:** image3e8fa0.PNG; Beach Co Accreted Land Plat.PDF; Deed for Lots 54A and 55A Scan 01-22-2019.PDF; Deed to Lots 69-A and 70-A.PDF; Assignment of Rights L215-402.PDF; Corrective Assignment of Rights U239-150.PDF; Waiver of Restrictions Lots 69-70.U239-141.PDF; Waiver of Restrictions Lots.DOCX

FYI. You free to discuss?

----- Forwarded message -----

From: **Settle, Elizabeth** <[Beth.Settle@wbd-us.com](mailto:Beth.Settle@wbd-us.com)>  
Date: Thu, Mar 14, 2019 at 4:15 PM  
Subject: Lots 54 and 55, IOP  
To: Julia Copeland <[jcopeland@lawyershmp.com](mailto:jcopeland@lawyershmp.com)>  
Cc: Settle, Elizabeth <[Beth.Settle@wbd-us.com](mailto:Beth.Settle@wbd-us.com)>

Hi Julia. It was nice to speak with you today.

As we discussed, when land accreted on the Isle of Palms, The Beach Co. sold accreted land to the front beach owners per the first attachment (the "Beach Co. Plat"), which is recorded in the ROD Office in Book CD at page 155.

You will see the Sheridan Lots, Lots 54 and 55 on this plat, and also the accreted land sold to the Sheridans by The Beach Co., Lots 54A and 55A. If you look up the beach to the East you will see the same situation with Lots 69 and 70, and 69A and 70A.

All of the accreted lots were sold by The Beach Co. to the front beach owners by quit-claim deed subject to the restriction that what was the original front beach lot (for example, Lot 63), would not be conveyed separately from the accreted land lot (Lot 63-A), so that no one would build closer to the ocean than the existing houses or the existing front beach lots (exceptions are made for gazebos and walkways). See the second attachment for the Deed from The Beach Co. into the Sheridans and the third attachment for the deed from The Beach Co. into the owners of Lots 69 and 70.

Because the Sheridans and the owners of Lots 69 and 70 happened to own two lots each, it is believed that the deeds were just mistakenly drafted to lump all 4 lots into the restriction that they be considered one lot

together, instead of stating 54 and 54A will be one lot, 55 and 55A will be one lot, 69 and 69A will be one lot, and 70 and 70A will be one lot.

When I looked at the GIS map of the front beach today, I could tell that Lots 69 and 70 were in their original configuration and not shown as on The Beach Co. Plat. I did some investigation to see what had been done to correct the mistake in that instance.

The rights held by The Beach Co. under the Covenants were conveyed by The Beach Co. to the City of Isle of Palms by Assignment of Rights recorded in Book L215 at page 402 and Corrective Assignment of Rights recorded in U239 at page 150 (the 4<sup>th</sup> and 5<sup>th</sup> attachments). So the Isle of Palms holds all of the rights of The Beach Co. to enforce the covenants and restrictions contained in the deeds to the lot owners of the accreted land.

In the case of Lots 69 and 70, The City of Isle of Palms executed a Waiver of Restrictions (the 6<sup>th</sup> attachment, which is recorded in the ROD Office) stating that The Beach Co. never intended that the Subdivision Restrictions would prevent the creation of Lot 69 and Lot 70 as separate parcels as shown on the Subdivision Plat (which is a Gaillard Plat attached to the Waiver), but that the true intent of the Subdivision Restrictions was to prevent the more seaward portion of Lot 69, known as Lot 69A, from the landward portion of Lot 69 and similarly to prevent the subdivision of the more seaward portion of Lot 70, known as 70A, from the more landward portion of Lot 70.

So the City waved the Subdivision Restriction to create the separate Lots 69 and 70, but reserved the right to enforce the Subdivision Restriction to prevent the subdivision of any portion of the seaward portion of the Lots, as was the original intent of The Beach Co.

I believe the City's handling of the matter relating to Lots 69 and 70 clarified the true intent of the parties as to how the Subdivision Restrictions were intended to operate and sets forth the precedent of how the same language set forth in The Beach Co. Deed to the Sheridans of Lots 54A and 55A should be handled—that is, that Lots 54 and 54A will be treated as one lot and Lots 55 and 55A will be treated as one lot. I have drafted the Waiver of Restrictions (the last attachment) as closely as possible to that previously approved by the City.

I believe the only difference in the Lots 69-70 case and the Sheridan's situation is that it appears that the property lines were abandoned between Lots 69 and 70, which is perhaps why this had to go before City Council for re-subdivision, whereas the Sheridans have never abandoned the lot lines between Lots 54 and 55. Therefore, we are hopeful that the City can waive the restrictions as I have drafted them, keeping 54 and 54A together as one lot, and 55 and 55A together as one lot, without having to go to City Council. This

combined lot legal description and restriction is set forth on Exhibit A to the Waiver, and conforms the legal description to the original intent of the parties.

If you do determine that this is something that must be heard by City Council, we would respectfully request the matter be heard at the March 26<sup>th</sup> Council meeting.

Julia, thank you for your time and attention to this matter. I am available to provide further information at your convenience.

Beth

**Elizabeth W. Settle**

Partner

Womble Bond Dickinson (US) LLP

d: 843-720-4609

e: [Beth.Settle@wbd-us.com](mailto:Beth.Settle@wbd-us.com)

5 Exchange Street

PO Box 999 (29402)

Charleston, SC 29401



**womblebond Dickinson.com**



This email is sent for and on behalf of Womble Bond Dickinson (US) LLP. Womble Bond Dickinson (US) LLP is a member of Womble Bond Dickinson (International) Limited, which consists of independent and autonomous law firms providing services in the US, the UK, and elsewhere around the world. Each Womble Bond Dickinson entity is a separate legal entity and is not responsible for the acts or omissions of, nor can bind or obligate, another Womble Bond Dickinson entity. Womble Bond Dickinson (International) Limited does not practice law. Please see [www.womblebond Dickinson.com/us/legal-notice](http://www.womblebond Dickinson.com/us/legal-notice) for further details.

--

Julia P. Copeland

**PLEASE NOTE OUR NEW ADDRESS**

Hinchey Murray & Pagliarini, LLC

56 Folly Road Blvd.

Charleston, SC 29407

843-577-7455



STATE OF SOUTH CAROLINA }  
COUNTY OF CHARLESTON }

WAIVER OF RESTRICTIONS

WHEREAS, the real property which is the subject of this Waiver of Restrictions is oceanfront building lots located in the City of Isle of Palms; and

WHEREAS, said lots, Lot 69 and Lot 70 (separately referred to as either "Lot 69" or "Lot 70" or collectively as the "Lots") are more fully described in the attached Exhibit A and more fully shown on the plat by W. L. Gaillard referenced in the attached Exhibit "A" which is incorporated by this reference (the "Subdivision Plat"); and

WHEREAS, NationsBank of South Carolina N.A. as Trustee and Executor under the Last Will and Testament of Edwin Boyle, Jr. (the "Trustee") is the owner of Lot 69 by virtue of deed from Ethel B.H. Ripley ("Ethel Ripley") to Trustee dated 3/12/93, 1993 and recorded in the Charleston County R.M.C. Office in Book 0226, Page 89; and

WHEREAS, Ethel Ripley is the owner of Lot 70 by virtue of a deed from Trustee to her dated 3/12/93, 1993 and recorded in the Charleston County R.M.C. Office in Book 0226, Page 89; and

WHEREAS, Lot 69 and Lot 70 were previously a single lot; and

WHEREAS, in a prior deed to Ethel Ripley and the Trustee (then known and referred to as Citizens and Southern National Bank as Executor and Trustee under the Will of Edwin Boyle, Jr.), The Beach Co., as grantor of an unsubdivided tract comprised of the property which is now the Lots, placed a restriction on the subdivision (the "Subdivision Restriction") of that parcel as more fully set forth in said deed dated August 14, 1991 and recorded in the Charleston County R.M.C. Office in Book F-206, Page 269 (the "1991 Deed"); and

WHEREAS, The Beach Co. never intended that the Subdivision Restriction would prevent the creation of Lot 69 and Lot 70 as separate parcels as shown on the Subdivision Plat; and

WHEREAS, the true intent of the Subdivision Restriction was to prevent the subdivision of the more seaward portion of Lot 69 (formerly referred to as "Lot 69-A" in the 1991 Deed) from the more landward portion of Lot 69 and similarly to prevent the subdivision of the more seaward portion of Lot 70 (formerly referred to as "Lot 70-A" in the 1991 Deed) from the more landward portion of Lot 70; and

WHEREAS, The Beach Co. has assigned all of its right to enforce the Subdivision Restriction along with other rights to the City of Isle of Palms (the "City") by virtue of the Assignment of Rights dated April 21, 1992 and recorded in the Charleston County R.M.C. Office in Book L-215, Page 402 and by Corrective Assignment

of Rights dated 2/23, 1994 and recorded contemporaneously with this Waiver of Restrictions; and

WHEREAS, the City, now being the assignee of the right to enforce the Subdivision Restriction, desires to clarify any ambiguity on the public record, waive the Subdivision Restriction to the extent that it may apply to the creation of separate Lots 69 and 70, consistent with the initial platting of these properties, and confirm the subdivision and platting of the Lots as shown on the Subdivision Plat; and

WHEREAS, the City Council of the City, at its meeting on February 22, 1994, approved the terms of this Waiver of Restrictions and authorized its execution by the undersigned.

NOW, THEREFORE, the City, in consideration of the waiver of its rights and the mutual promises contained herein, now agrees as follows:

1. City waives the Subdivision Restriction to the extent necessary to allow the creation of separate Lots 69 and 70, as shown on the Subdivision Plat, but reserves all future rights to enforce the Subdivision Restriction, expressly including such enforcement as may be required to prevent the subdivision of any seaward portion of Lot 69 from any landward portion of Lot 69 or any seaward portion of Lot 70 from any landward portion of Lot 70.
2. City confirms the subdivision of the Lots as shown on the Subdivision Plat, as previously approved by the City on June 23, 1992.
3. This Waiver of Restrictions shall be binding upon the City and its successors, including without limitation, this Waiver of Restrictions shall act as a continuing waiver, subject to the terms herein, as to all future conveyances of Lot 69 or Lot 70.

The City of Isle of Palms by and through its authorized agent, has executed this Waiver of Restrictions this 28th day of February, 1994.

WITNESSES:

*[Signature]*  
*[Signature]*

CITY OF ISLE OF PALMS

BY:

*[Signature]*  
Carmen R. Bunch

ITS:

Mayor



EX U239PG143

STATE OF SOUTH CAROLINA )  
COUNTY OF CHARLESTON )

PROBATE

PERSONALLY appeared before me the undersigned witness who being duly sworn says that (s)he saw the above-named CITY OF ISLE OF PALMS by CARMEN R. BUCH, its MAYOR sign, seal and as its act and deed deliver the Waiver of Restrictions and that (s)he with the other subscribing witness witnessed the execution thereof.

*Rubens H. Hunter*

SWORN to before me this 25th  
day of FEBRUARY, 1994.

*James B. Mauldin*  
Notary Public for South Carolina  
My Commission Expires: 11-14-2000

EXHIBIT "A"

PROPERTY DESCRIPTION

ALL that lot of land situate, lying and being on the Isle of Palms in the County of Charleston and State aforesaid, and being known and designated as Lot 69, as more fully shown on a plat prepared by W. L. Gaillard, R.L.S. dated February 17, 1992, entitled "GENERAL SURVEY OF PROPERTY IN THE CITY OF ISLE OF PALMS, LOT 69-A IS BEING ADDED TO LOT 69 TO FORM ONE LOT. LOT 70-A IS BEING ADDED TO LOT 70 TO FORM ONE LOT. OWNED BY CITIZENS AND SOUTHERN NATIONAL BANK, TRUSTEE AND ETHEL L. BOYLE RIPLEY" and recorded November 4, 1992 in Plat Book CK at Page 39 in the R.M.C. Office for Charleston County, South Carolina. Said Lot having such size, shape and dimensions as by reference to the said plat will more fully appear.

Said Lot being butted and bounded to the north by the southern edge of the right of way of Palm Boulevard, to the east by Lot 70, to the south by the mean high watermark of the Atlantic Ocean (to include all accreted land, if any, landward of the mean high water mark of the Atlantic Ocean, as such accreted land and said mean high water mark may exist from time to time) and to the west by Lot 68, all as more fully shown on said Plat.

TOGETHER WITH, as may be applicable, such rights of an easement for view as the Grantor herein may have or be possessed of across said Lot. The said easement being of equal width of the said Lot and extending to the mean high water mark of the Atlantic Ocean. It being the intention of the Grantor herein by the granting to the Grantee of this easement of view to give unto the Grantee such rights, if applicable, as the Grantor may have to prevent any structures, poles or posts from being permanently placed on the said strip of land over which the easement is given as would in any way affect the view of the Grantee, her heirs, assigns and successors in title, from having a free and unobstructed view of the Atlantic Ocean; and further, that the Grantor herein grants unto the Grantee such rights of ingress or egress as the Grantor may have for pedestrian use to and from the Lot herein conveyed.

TMS #571-11-00- 212.

ALSO:

ALL that lot of land situate, lying and being on the Isle of Palms in the County of Charleston and State aforesaid, and being known and designated as Lot 70, as more fully shown on a plat prepared by W. L. Gaillard, R.L.S. dated February 17, 1992, entitled "GENERAL SURVEY OF PROPERTY IN THE CITY OF ISLE OF PALMS, LOT 69-A IS BEING ADDED TO LOT 69 TO FORM ONE LOT. LOT 70-A IS BEING ADDED TO LOT 70 TO FORM ONE LOT. OWNED BY



U239PG145

CITIZENS AND SOUTHERN NATIONAL BANK, TRUSTEE AND ETHEL L. BOYLE RIPLEY" and recorded November 4, 1992 in Plat Book CK at Page 39 in the R.M.C. Office for Charleston County, South Carolina. Said Lot having such size, shape and dimensions as by reference to the said plat will more fully appear.

Said Lot being butted and bounded to the north by the southern edge of the right of way of Palm Boulevard, to the east by a 10' Alley, to the south by the mean high watermark of the Atlantic Ocean (to include all accreted land, if any, landward of the mean high water mark of the Atlantic Ocean, as such accreted land and said mean high water mark may exist from time to time) and to the west by Lot 69, all as more fully shown on said Plat.

TOGETHER WITH, as may be applicable, such rights of an easement for view as the Grantor herein may have or be possessed of across said Lot. The said easement being of equal width of the said Lot and extending to the mean high water mark of the Atlantic Ocean. It being the intention of the Grantor herein by the granting to the Grantee of this easement of view to give unto the Grantee such rights, if applicable, as the Grantor may have to prevent any structures, poles or posts from being permanently placed on the said strip of land over which the easement is given as would in any way affect the view of the Grantee, her heirs, assigns and successors in title, from having a free and unobstructed view of the Atlantic Ocean; and further, that the Grantor herein grants unto the Grantee such rights of ingress or egress as the Grantor may have for pedestrian use to and from the Lot herein conveyed.

TMS #571-11-00- 212 .

DK U239PG146

SOTTILE & HOPKINS

11.08

A

FILED

U239-141

94 MAR -3 AM 10:57

ROBERT N. KING  
REGISTER  
CHARLESTON COUNTY SC