



**Beaufort County  
Historic Preservation  
Review Board Meeting**

**Chairman**

Natalie Harvey

**Vice Chairman**

Katrina Epps

**Board Members**

Kathryn Mixon

Sally Murphy

Cheryl Steele

Katherine Pringle

Aileen LeBlanc

**County Administrator**

ERIC GREENWAY

**Staff Support**

ROBERT MERCHANT

JULIANA SMITH

**Administration Building**

Beaufort County Government

Robert Smalls Complex

100 Ribaut Road

**Contact**

Post Office Drawer 1228

Beaufort, South Carolina 29901-1228

(843) 255-2140

[www.beaufortcountysc.gov](http://www.beaufortcountysc.gov)

# Historic Preservation Review Board Agenda

Thursday, August 18, 2022 at 1:00 PM

**HYBRID MEETING**

Executive Conference Room, Administration Building

Robert Smalls Complex, 100 Ribaut Road, Beaufort

[MEETING LINK:](#)

Meeting number (access code): 161 451 2881

Passcode: HPRB

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. FOIA – PUBLIC NOTIFICATION OF THIS MEETING HAS BEEN PUBLISHED, POSTED, AND DISTRIBUTED IN COMPLIANCE WITH THE SOUTH CAROLINA FREEDOM OF INFORMATION ACT
4. APPROVAL OF MINUTES – July 21, 2022
5. CITIZEN COMMENTS (*Comments are limited to 3 minutes.*)

---

**ACTION ITEMS**

---

6. CONSIDERATION OF BRICK BAPTIST CHURCH'S DEACON STUDY HOUSE RELOCATION
  7. CONSIDERATION OF BRICK BAPTIST CHURCH'S DEACON STUDY HOUSE EXTERIOR ALTERATIONS
- 
8. ADJOURNMENT

**Minutes**  
**Historic Preservation Review Board**  
**July 21, 2022, 1:00 p.m.**  
**Hybrid Meeting**

***CALL TO ORDER:***

Ms. Katrina Epps, Vice Chairman, called the meeting to order at 1:04 p.m.

***MEMBERS PRESENT:***

Katrina Epps, Vice Chairman  
Kathryn Mixon  
Sally Murphy  
Cheryl Steele  
Katherine Pringle

***MEMBERS ABSENT:***

Natalie Harvey, Chairman  
Aileen LeBlanc

***STAFF PRESENT:***

Juliana Smith, Beaufort County Planning and Zoning Long Range Planner  
Chris DiJulio-Cook, Beaufort County Planning and Zoning Senior Administrative Specialist

***PUBLIC COMMENT (non-agenda items):***

None.

***MINUTES:***

Ms. Sally Murphy motioned to approve the August 5, 2021 meeting minutes, Ms. Cheryl Steele seconded the motion. The Board members unanimously approved the minutes as submitted.

***NEW BUSINESS: Consideration of Brick Baptist Church's Deacon Study House relocation and exterior alteration***

A request has been made to relocate and alter the Brick Baptist Church's Deacon Study House. Simons Young, architect for the applicants, outlined the project and scope of the work.

After much discussion, it was decided that there was further information that would be needed before a decision could be made. The applicants were asked to follow up with the State and get the needed information.

It was suggested that a special meeting could be called, if the applicants got the necessary information quickly enough, and at least part of the project could be approved. Instead of waiting for the next month's meeting.

Ms. Katherine Pringle made a motion to postpone decision until the next meeting. Ms. Kathryn Mixon seconded the motion. The decision to postpone passed unanimously.

Several members of the community were present and some, including Mr. Billy Keyserling, Rev. Abraham Murray, and Ms. Ethel Sumpter, spoke in favor of the project.

***Review and Adoption of Application for Certificate of Appropriateness***

Ms. Juliana Smith explained that an application would simplify the process of requesting a Certificate of Appropriateness by clarifying the steps, documentation required and providing a deadline, to be placed on the agenda. She provided a draft of the new application, for review, and asked for comments. Based on feedback received, adjustments will be made to the draft and a new application will be available for future applicants.

Ms. Murphy motioned to adjourn. Ms. Mixon seconded the motion. Ms. Epps adjourned the meeting at 2:35 PM

## **Brick Baptist Church Study House Relocation**

<b>Applicant:</b>	The Second Founding of America: Reconstruction Beaufort
<b>Location:</b>	Penn Center Brick Baptist Church
<b>Application Type:</b>	Relocation
<b>Zoning Designation:</b>	T2 Rural

“The Second Founding of America: Reconstruction Beaufort,” (Reconstruction Beaufort) in collaboration with Brick Baptist Church and the Sons of Union Veterans of the Civil War of Beaufort, has received grant funding to relocate and renovate the historic Study House (c. 1885) at Brick Baptist Church on St. Helena Island. The Brick Baptist Church is a site included in the Reconstruction Era National Historical Park. Though the church is still used as a church, the National Historical Park maintains the exterior of the church and will use the relocated Study House as an interpretive center.

The Study House is currently located in the northeast corner of the Brick Baptist Church property located at 85 Dr. Martin Luther King Jr Drive on St. Helena. Reconstruction Beaufort is proposing to relocate the Study House to its original site, which has been determined to be immediately to the north of the church building within thirty (30) to forty (40) yards of the street. A proposed relocation site plan is attached. The original site was located via a gradiometer analysis conducted in February 2022 by SC State Archaeologist, Jon Leader (attached).

**July 21<sup>st</sup> HPRB Meeting:** During the July 21<sup>st</sup> meeting of the Historic Preservation Review Board, the board members requested the applicant confirm that relocation of the property did not require approval from the State Historic Preservation Organization (SHPO) and that it did not conflict with the National Park Service (NPS) easement on the Brick Baptist Church. The applicant conferred with both parties and confirmed:

- 1) Because no federal funding, licensing, or permitting or federal or state historic preservation tax incentives are involved, review or approval from SHPO is not required. Please see attached email from Brad Sauls at SHPO. Staff additionally spoke with Brad to confirm.
- 2) The NPS easement only protects the exterior of the Brick Baptist Church building and the associated burial ground. The movement of the Deacon Study house does not conflict with the easement. Please see the attached easement and email from Scott Teodorski summarizing this issue.

**Staff Recommendation:** Staff supports the Reconstruction Era National Park and its mission and supports the relocation of the Deacon’s Study House, which will provide a building for the NPS to use in connection to the Reconstruction Era National Historical Park.

### **Attachments:**

1. Proposed Relocation Site Plan
2. Brick House Deacon Study Gradiometer Project
3. Email from Brad Sauls at SHPO
4. Email from Scott Teodorski at NPS
5. Preservation and Conservation Easement for Brick Baptist Church







UNIVERSITY OF SOUTH CAROLINA

Gerald A. Neal  
Neal's Construction, LLC  
843-263-8417

SOUTH CAROLINA INSTITUTE OF ARCHAEOLOGY AND ANTHROPOLOGY

Mr. Billy Keyserling  
PO Box 2145  
Beaufort, SC 29901-2145

February 13, 2022

*RE: Brick House Deacon Study Gradiometer Project*

Dear Billy,

Thank you for inviting me to assist the work at the historic Brick Church, 85 Dr Martin Luther King Jr Dr, St Helena Island, SC 29920. The findings of the gradiometer work at the site are explained below and a series of photos are attached to provide context.

The purpose of the gradiometer analysis was to identify the original location of the historic Deacon Study house. The Deacon Study house is a frame structure on footers that has been added to over the years and was moved to its current location after 1933. This date is based on Brian Cary's photograph, HABS SC-588-C, taken for the Historic American Buildings Survey and curated at the Library of Congress. The photograph shows a portion of the building in its original position. The stewards of the property would like to move it back to the original area.

The equipment used was a Bartington 601 Gradiometer. The 601 Gradiometer is a high-resolution fluxgate gradiometer that measures tiny variations in the magnetic field. These variations are caused by hidden anomalies in the ground, such as foundations, pits, or metallic objects. It is very sensitive and once set up for an area can be very quickly deployed to acquire data.

We are dealing with a structure that was in place from the late 19<sup>th</sup> c through at least 1933. Early photographs show that it was always on footers and therefore proud of the ground. This can complicate the results of the gradiometer scan as the changes are often not as clearly delineated or one-to-one as when they are the result of a builder's trench or other subsurface building techniques. Previous work on sites of similar age with buildings on footers has demonstrated that the preparation of the site for the footers, the act of the building's construction, the rainwater run-off from the roof and sides, and activities around the building during use can sometimes provide sufficient changes to the soil magnetics to become visible to the equipment.

The results of the gradiometer survey are visible in the second attached photo. We appear to have the 'ghost' of the building's original location. As anticipated, it is not as clearly delineated as it would have been if it were built on the ground with common foundation and wall trenches nor is it entirely one-to-one. However, it is sufficiently complete to identify it as the building's original location.

The photos that follow are provided to show the context and location of the gradiometer survey in relation to the historic Brick Church. The survey was accomplished in a 10m x 10m grid square with the gradiometer starting in the NE grid corner and running north to south in a zig-zag pattern ensuring complete coverage of the grid area. The software used for interpretation of the acquired data was D W Consulting's TerraSurveyor. This is a suggested and standard software for the equipment.

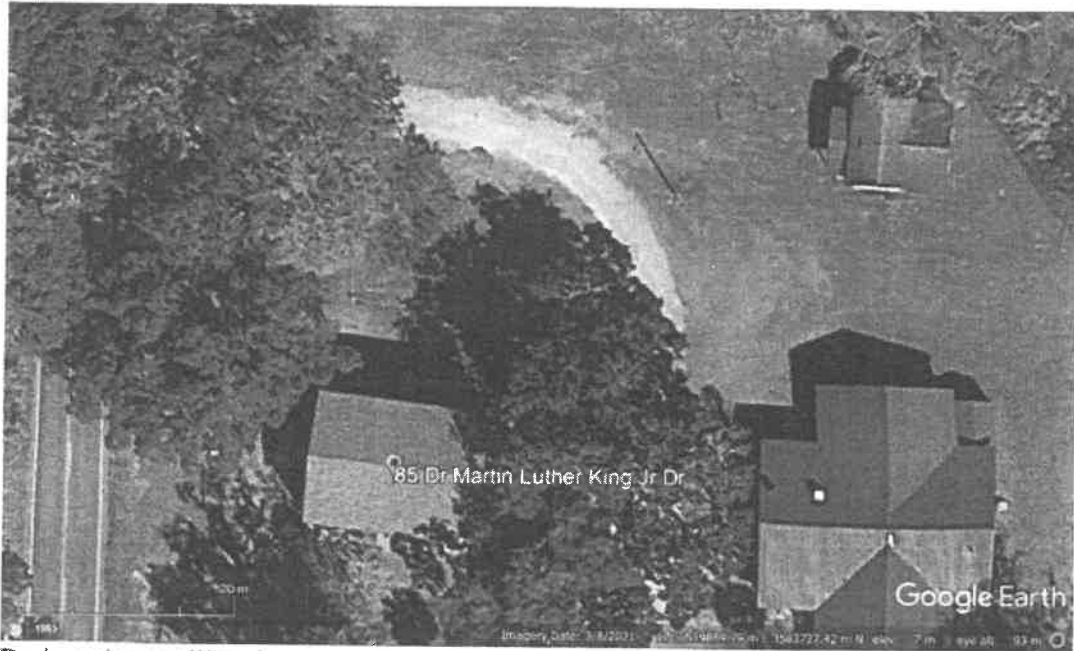
Thank you again for inviting me to take part in the project. Please feel free to contact me if you need any clarification or additional information or assistance.

Sincerely

A handwritten signature in black ink, appearing to read "Jonathan Leader". The signature is fluid and cursive, with a prominent initial "J" and a long, sweeping underline.

Jonathan Leader, PhD  
SC State Archaeologist

**Project Photographs for Context and Location**



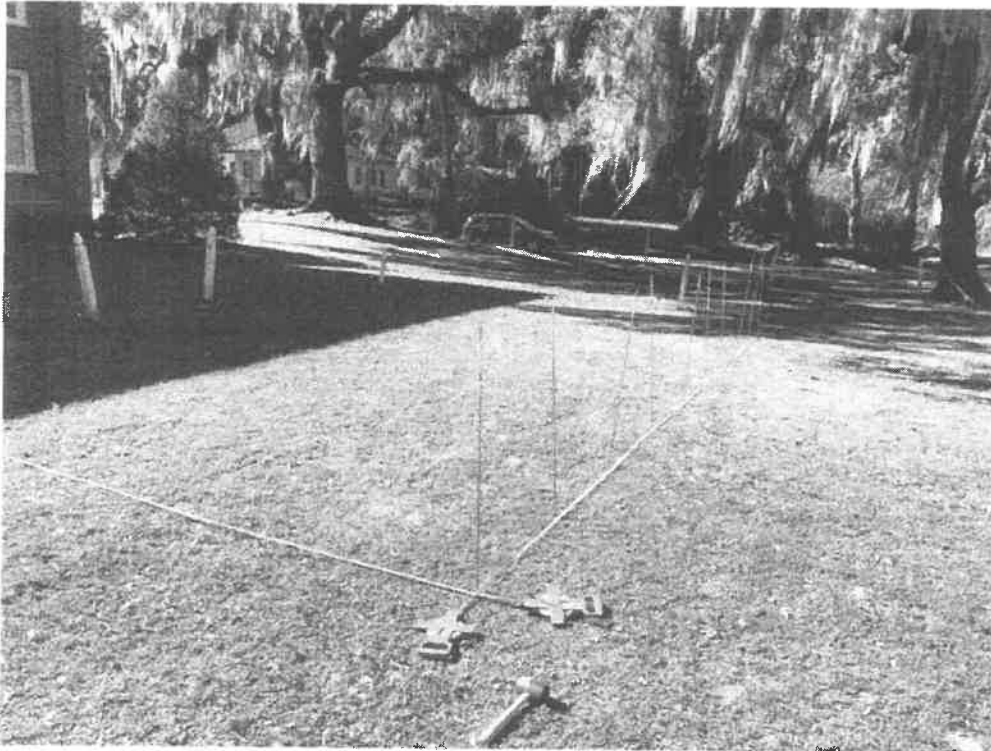
Project site satellite view. Google Earth Pro



Project site satellite view with gradiometer results in place. Google Earth Pro, Jonathan Leader, SCIAA.



Project Area. Leader, SCIAA

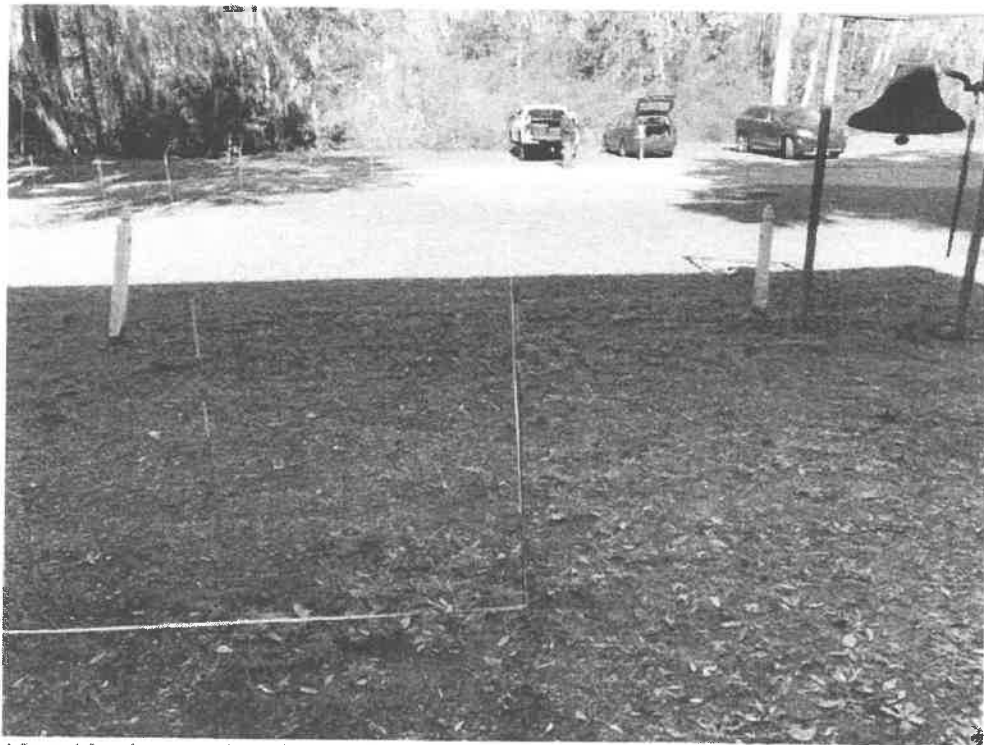


10mx10m layout view from NE corner. Leader, SCIAA

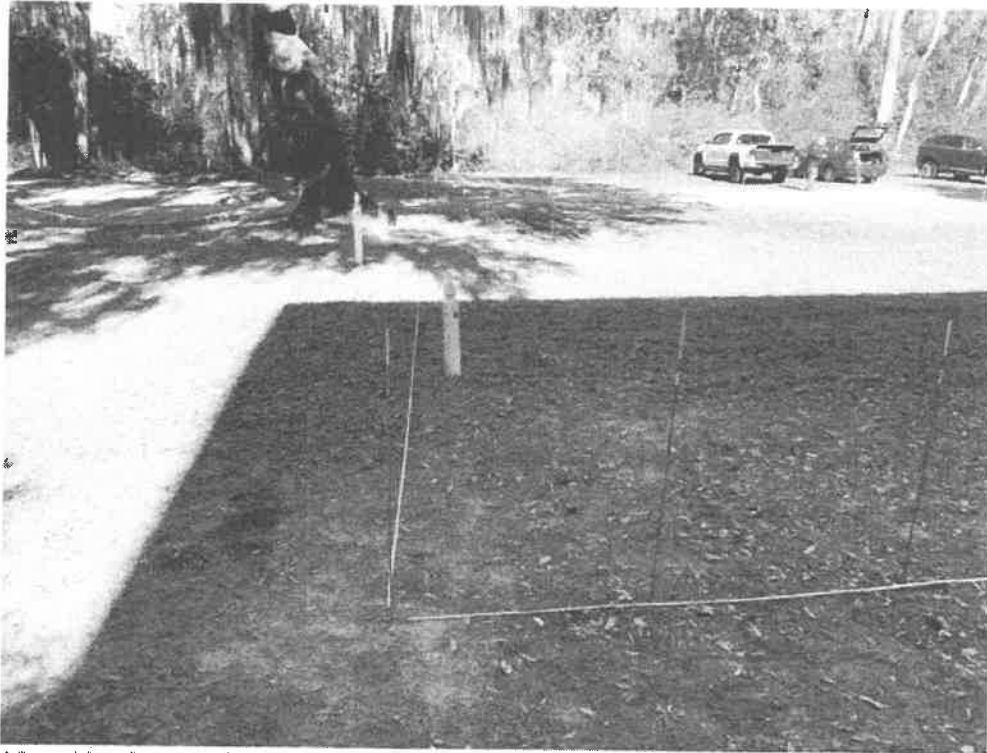




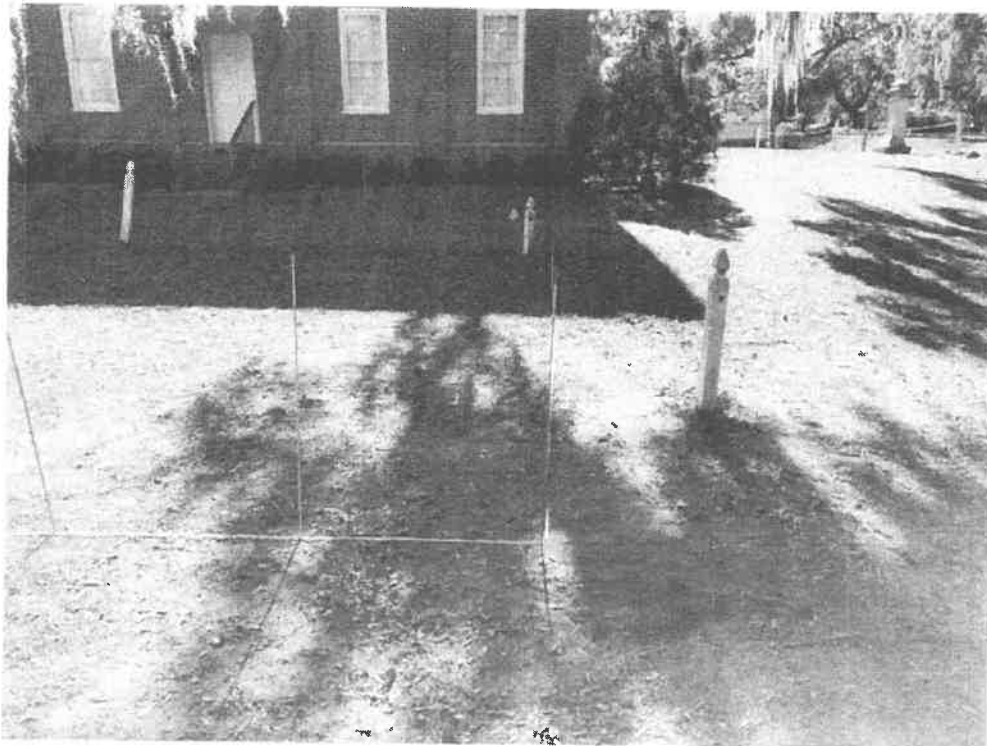
10mx10m layout view from SE corner. Leader, SCIAA



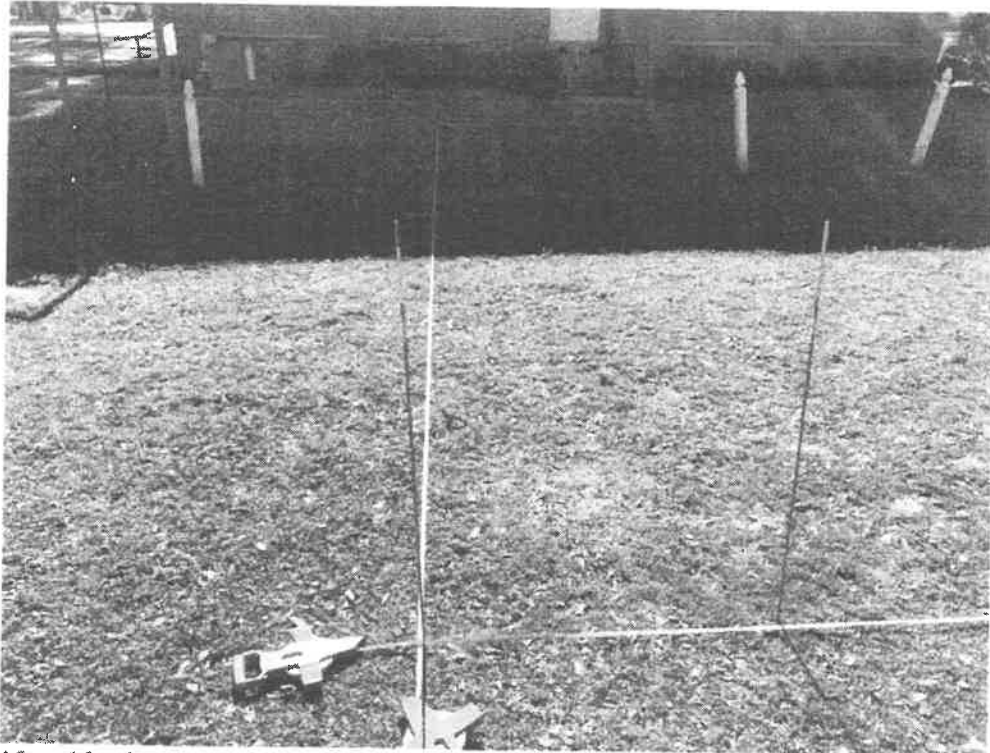
10mx10m layout view from SE to NE corner. Leader. SCIAA



10mx10m layout view from SW corner to NW corner. Leader, SCIAA

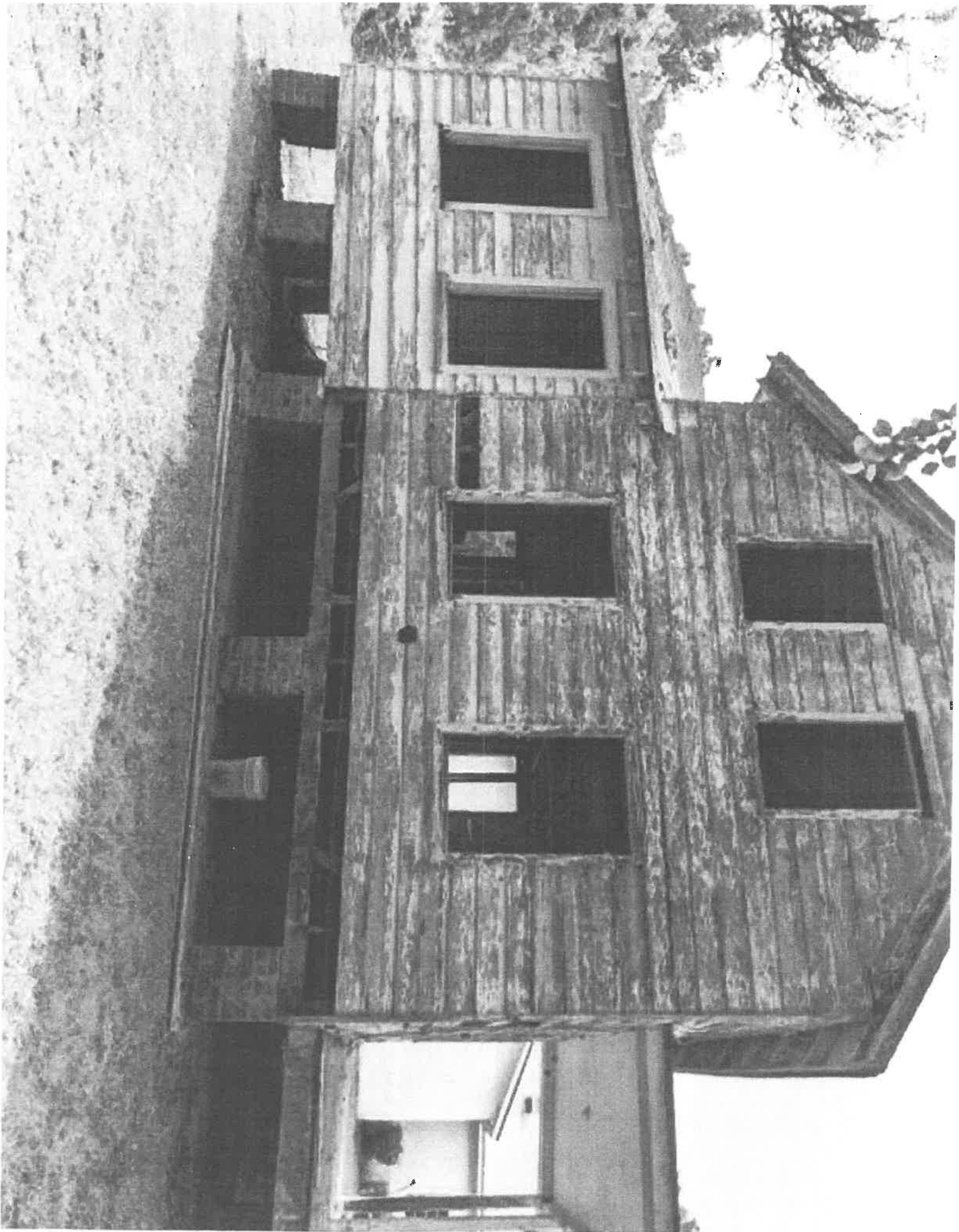


10mx10m layout view from NW corner to SW corner. Note position of church corner and posts. Leader, SCIAA



10mx10m layout view from NE to SE corner. Note position of posts and church door.  
Leader, SCIAA





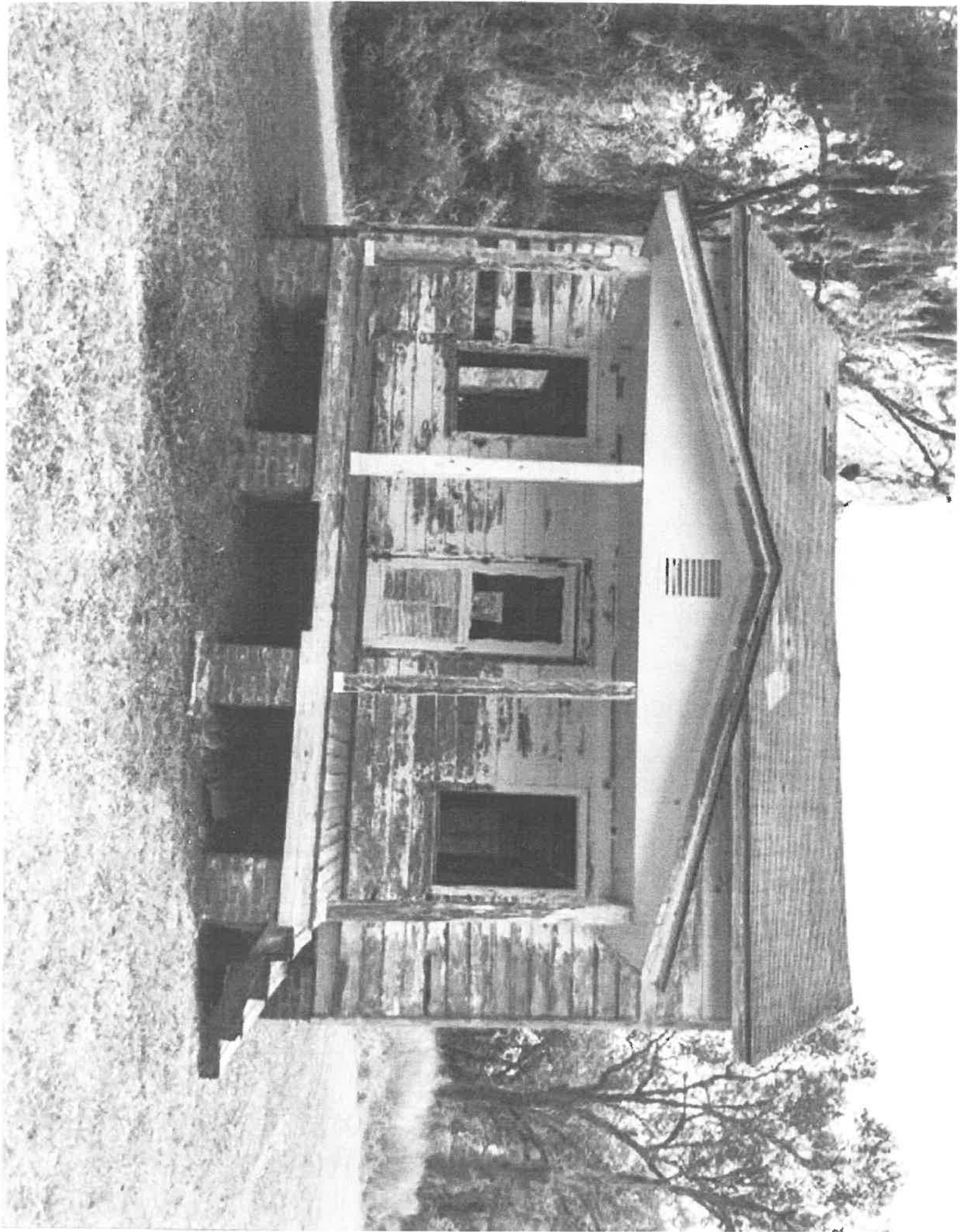
Historic Site  
1855-1862

# *"Born in slavery, but free in us!"*

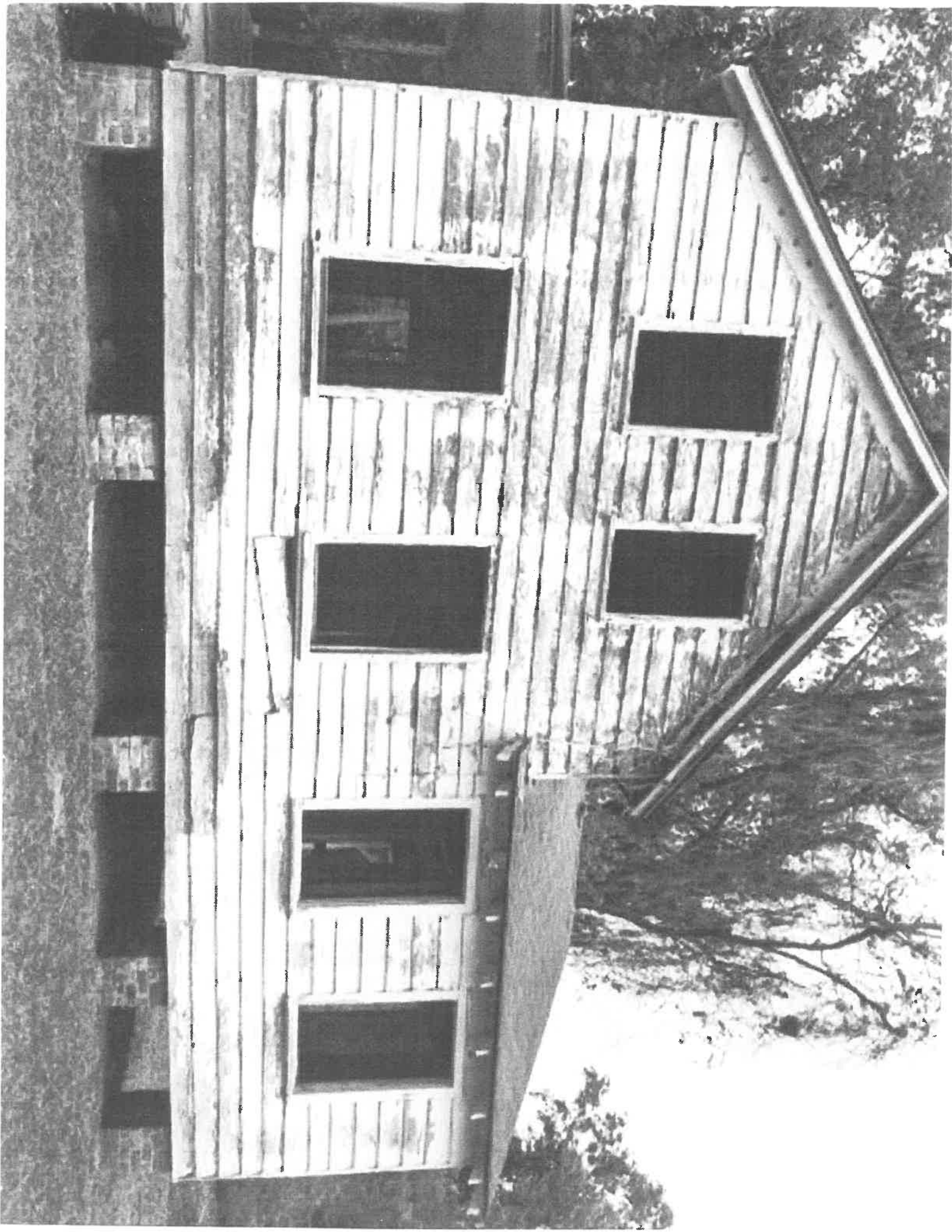


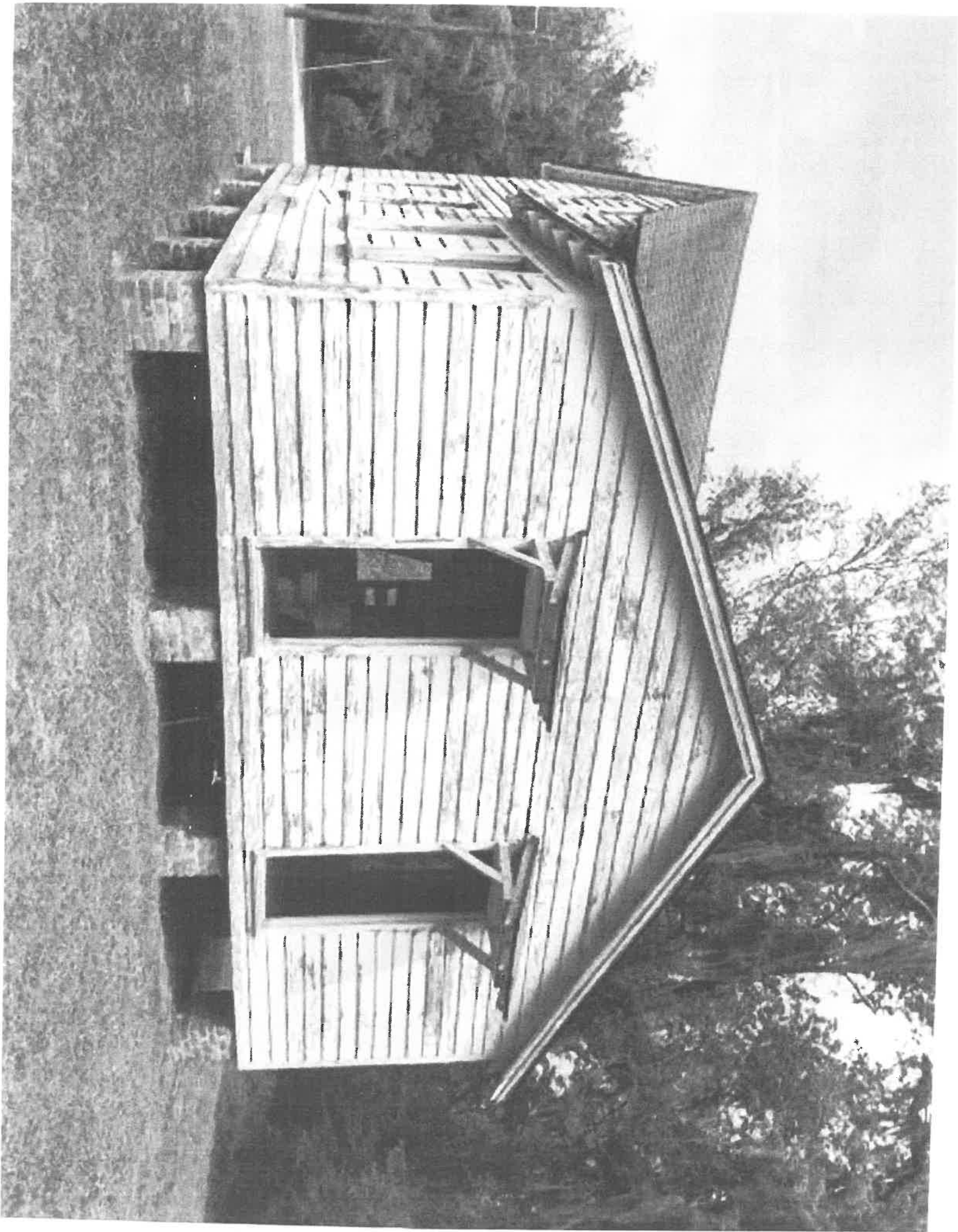
By 1855, enslaved South Carolinians constructed the brick Baptist Church for the visiting planters of Saint Helena Island. However, between 1862 and 1863, the church was taken to the Penn School, led by teachers such as James Fortson, Elias M. Frazier, and a former fugitive. Hundreds of South Carolinians, including the landowner's family, feared that the school would be destroyed by the state. The school was then moved to the site of the present-day church, and the building was used as a school for the children of the planters and the school's teachers.

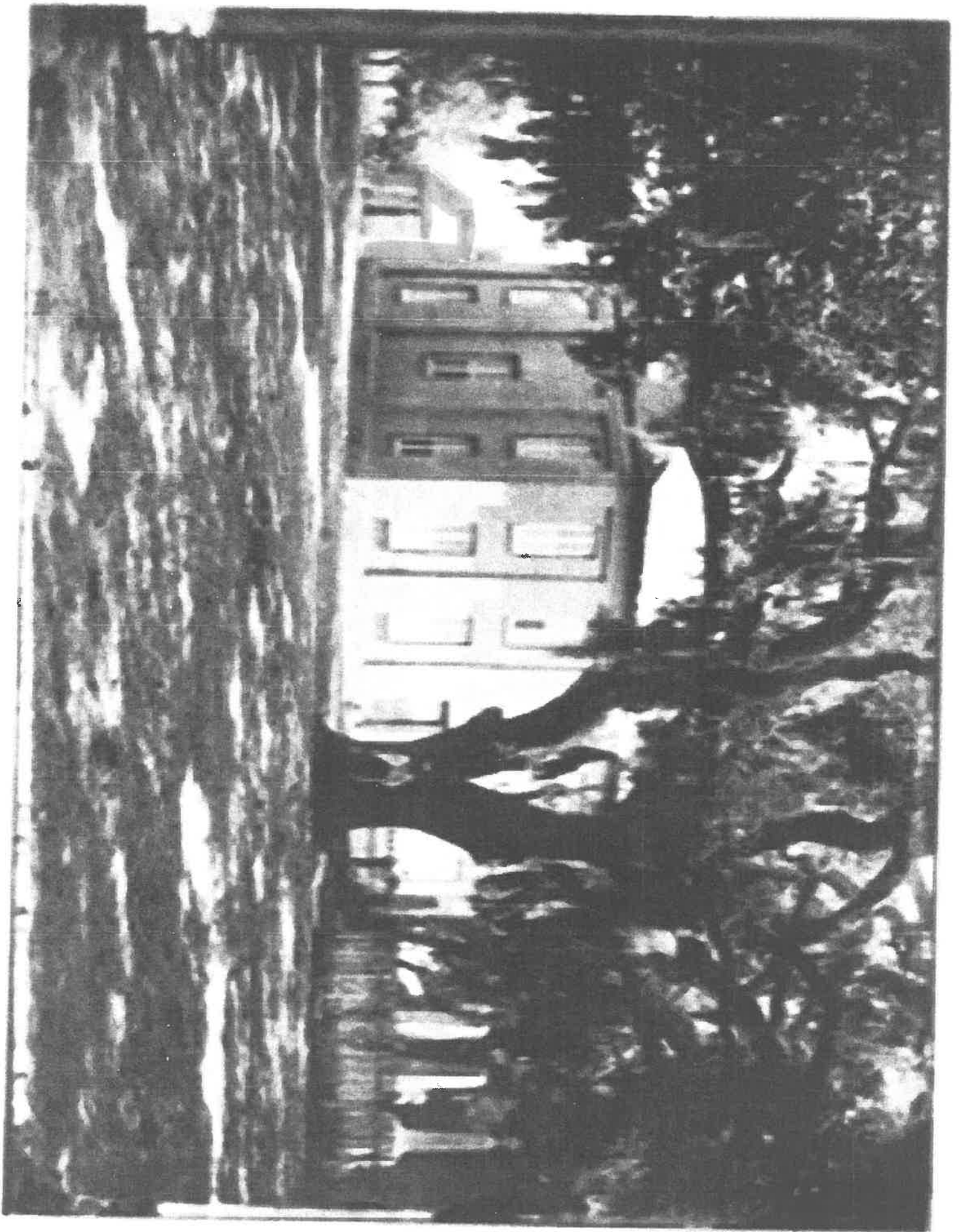




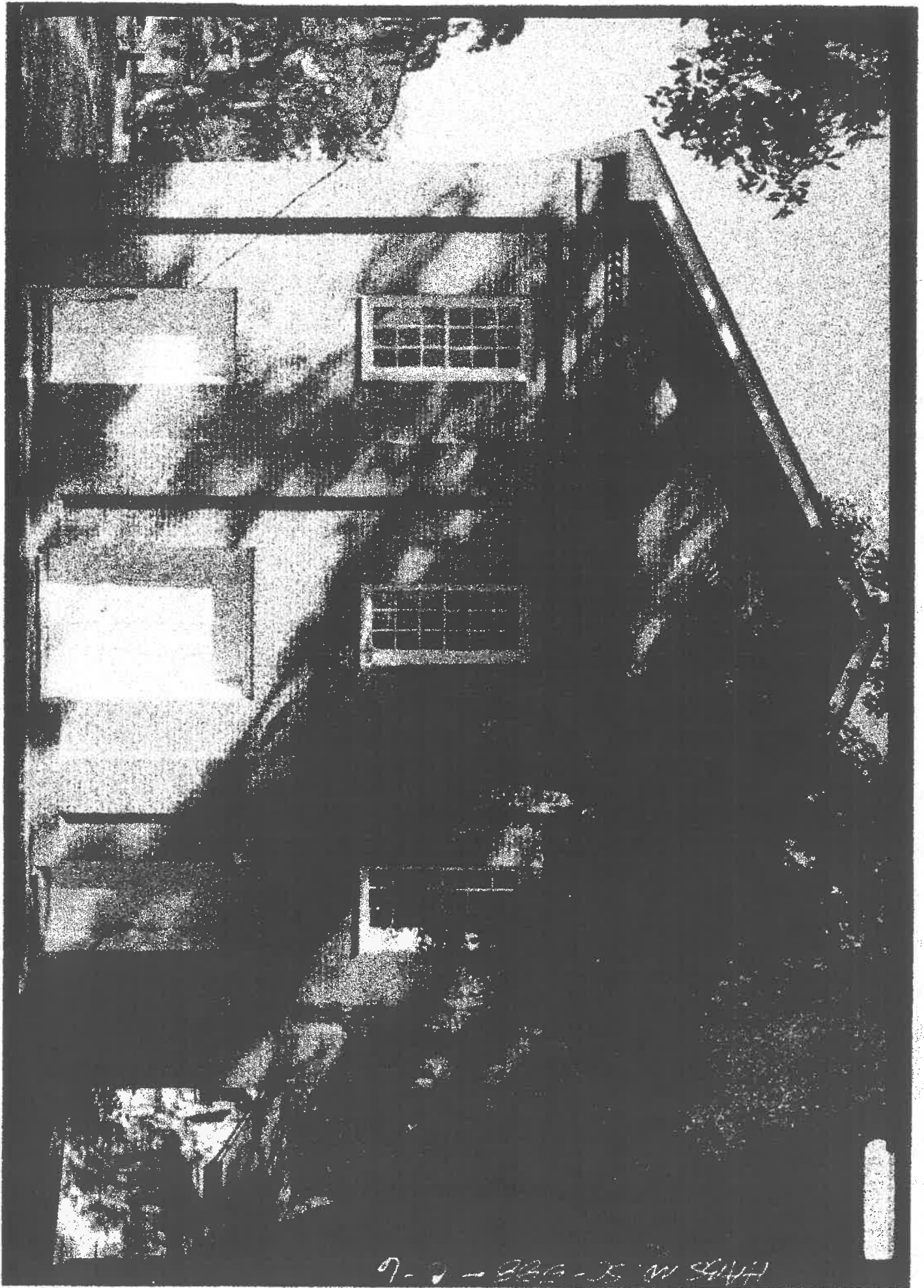












HHS NO. 57-588-1-6

**From:** [Billy K](#)  
**To:** [Scott Teodorski](#); [Simons Young](#); [Smith, Juliana](#); [Abraham Murray](#)  
**Cc:** [Ethel Sumpter](#); [Mark Vanderpool](#)  
**Subject:** Fwd: SHPO Review  
**Date:** Tuesday, August 2, 2022 5:14:41 PM

---

[EXTERNAL EMAIL] Please report any suspicious attachments, links, or requests for sensitive information to the Beaufort County IT Division at [helpdesk@bcgov.net](mailto:helpdesk@bcgov.net) or to 843-255-7000.

Sent from my iPhone

Begin forwarded message:

**From:** Billy K <[billyk@islc.net](mailto:billyk@islc.net)>  
**Date:** August 2, 2022 at 5:05:34 PM EDT  
**To:** "Sauls, Brad" <[BSauls@scdah.sc.gov](mailto:BSauls@scdah.sc.gov)>  
**Subject:** Re: SHPO Review

Thx for your quick response. I think that's all I need and the park uncovering the landmarks division.

Best

Billyk

Sent from my iPhone

On Aug 2, 2022, at 4:27 PM, Sauls, Brad <[BSauls@scdah.sc.gov](mailto:BSauls@scdah.sc.gov)> wrote:

Good afternoon, Mr. Keyserling:

This is to confirm for you that if there is no federal funding, licensing, or permitting, or federal or state historic preservation tax incentives involved with a project, then it is not required to have prior review and approval from the State Historic Preservation Office.

Thanks,  
Brad Sauls

<[image003.png](#)> Brad Sauls  
Supervisor of Survey, Registration & Grants



State Historic Preservation Office (SHPO)  
SC Department of Archives & History  
8301 Parklane Road  
Columbia, SC 29223  
803.896.6172 <http://scdah.sc.gov/historic-preservation>

**From:** [Teodorski, Scott](#)  
**To:** [Billy K](#)  
**Cc:** [Smith, Juliana](#)  
**Subject:** Re: [EXTERNAL] Fwd: Brick church  
**Date:** Monday, August 8, 2022 9:59:44 AM  
**Attachments:** [REER 01-102Recorded Preservation&Conservation Ease \(from Brick Church\).pdf](#)

---

[EXTERNAL EMAIL] Please report any suspicious attachments, links, or requests for sensitive information to the Beaufort County IT Division at [helpdesk@bcgov.net](mailto:helpdesk@bcgov.net) or to 843-255-7000.

Thanks Billy.

Juliana, I have attached a copy of the Preservation and Conservation easement that is in place with Brick Baptist Church (Beaufort County File # 2017001661). As noted in the easement, the NPS does not have ownership of the property but does work collaboratively with the church to preserve the property.

The restrictions reflected in the easement, as outlined in Section 29, only apply to the exterior architectural features associated with the church and the burial ground.

The congregation of the church wishes to restore the Study House and move it to its original location. We fully support this preservation effort and feel that the restored building, in its original location, would provide opportunities for interpretation and would enhance the character of the historic district.

Please feel free to contact me if you have questions or need additional information.

Scott Teodorski  
Superintendent  
Reconstruction Era National Historical Park  
Reconstruction Era National Historic Network  
(803)767-0534

---

**From:** Billy K <[billyk@islc.net](mailto:billyk@islc.net)>  
**Sent:** Monday, August 8, 2022 9:21 AM  
**To:** Teodorski, Scott <[Scott\\_Teodorski@nps.gov](mailto:Scott_Teodorski@nps.gov)>  
**Subject:** [EXTERNAL] Fwd: Brick church

**This email has been received from outside of DOI - Use caution before clicking on links, opening attachments, or responding.**

17  
23



BEAUFORT COUNTY SC - ROD  
BK 3544 Pgs 468-484  
FILE NUM 2017001661  
01/10/2017 04:59:57 PM  
REC'D BY rbins RCPT# 835982  
RECORDING FEES \$23.00

Return to:  
EVERSOLE LAW FIRM, P.C.  
1509 King St.  
Beaufort, SC 29902

TMP: Portion of R300-016-000-0095-0000

STATE OF SOUTH CAROLINA

COUTY OF BEAUFORT

**PRESERVATION AND CONSERVATION EASEMENT**

**THIS PRESERVATION AND CONSERVATION EASEMENT**, made as of the 10<sup>th</sup> day of January, 2017, by and between the **BRICK BAPTIST CHURCH of St. Helena Island**, South Carolina ("Grantor") 85 Dr. Martin Luther King Drive, St. Helena Island, South Carolina 29920 and the **UNITED STATES OF AMERICA**, and assigns, through the Secretary of the Interior and National Park Service ("Grantee"), with offices at 100 Alabama Street, SW Atlanta, Georgia 30303.

WITNESSETH:

**WHEREAS**, Grantor is owner in fee simple of certain improved real property located on St. Helena Island, County of Beaufort, South Carolina, more particularly described in Exhibit A attached hereto and incorporated herein, ("the Easement Area") being a portion of tax parcel number R300 016 000 0095 0000 ("the Parcel"); and

**WHEREAS**, the Brick Church, constructed ca. 1855, ("the Church") and a part of the burial ground immediately to the south of the Church ("the Burial Ground") located within the Easement Area, as more particularly described in the attached Plat, dated November 24, 2016 (not yet recorded), are of significant public interest because of their architectural, historic and cultural values and significance ("Resources") and are included as contributing Resources to the Penn School National Historic Landmark District, designated on December 2, 1974, (National Register Information System No. 74001824); and

**WHEREAS**, Grantor and Grantee recognize the architectural, historic, and cultural values (hereinafter "conservation and preservation values") and significance of the Easement Area and have the common purpose of conserving and preserving the aforesaid conservation and preservation values and significance of the Easement Area.

**WHEREAS**, the grant of an easement over the exterior (but not interior) of the Church and that certain Burial Ground to the Grantee will assist with preservation and conservation of the Resources of the Penn School National Historic Landmark District located in Beaufort County, South Carolina by preventing use of or change to the

Easement Area that would significantly impair or interfere with the Resources and by providing the Grantee the right but not the obligation to assist with the proper care and management of the Resources;

**WHEREAS**, the Secretary of the Interior is authorized to acquire by donation all or a portion of the Penn School National Historic Landmark District in Beaufort County, South Carolina, including easements or other interests in land.

**NOW, THEREFORE**, in consideration of the foregoing and the mutual covenants, terms, conditions, and restrictions contained herein, and inconsideration of the payment of Ten Dollars (\$10.00), the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby voluntarily grant and convey unto the United States of America and its assigns a preservation and conservation easement in perpetuity over the Easement Area, described in Exhibit A, including the exterior of the Church and that certain part of the Burial Ground and specifically excluding the interior of the Church and parking areas on the Parcel outside the Easement Area.

**1. Purpose.**

It is the purpose of this easement (“Purpose”) to preserve and conserve the Resources within the Easement Area forever in their current or better condition, to prevent any use of or change to the Easement Area that would significantly impair or interfere with the Resources, and to allow the Grantor and Grantee to care for and manage the Resources for purposes consistent with the Act of August 25, 1916, (39 Stat. 535, codified at 54 U.S.C. § 100101, et seq., and commonly known as the National Park Service Organic Act) as such Act may be amended hereinafter.

**2. Documentation of Resources.**

Grantor and the Grantee acknowledge that the condition of the exterior of the Church and the Burial Ground on the effective date of this Easement are documented in a report titled Phase I Environmental Site Assessment, Brick Baptist Church dated November 8, 2016, and prepared by S & Me, Inc. incorporated herein by reference ("ESA Report"). In the absence of a Baseline Report, this ESA Report will be used to describe the current view of the property. An original copy of the ESA Report shall be located in the National Park Service, Southeast Regional Office. Notwithstanding the foregoing, if controversy arises regarding the condition of the property, Grantor and the Grantee may use other relevant documents, surveys, and evidence or information to help resolve the controversy including documentation produced after the effective date of this Easement.

**3. Grantor: Covenant to Maintain.**

- (a) Grantor agrees at all times to maintain the exterior of the Church and that certain part of the Burial Ground within the Easement Area in the same or better structural condition and state of repair as that existing on the effective date of this easement. Grantor’s maintenance obligation shall require replacement, repair, and/or

reconstruction by Grantor whenever necessary to preserve the Church and the Burial Ground in the same or better structural condition and state of repair as that existing on the effective date of this Easement.

- (b) Grantor's obligation to maintain the Property shall also require that the landscaping in the Easement Area be maintained in good/better appearance with substantially similar plantings, vegetation and natural screening to that existing on the effective date of this Easement.
- (c) Subject to the casualty provisions of sections 11 and 12, the obligation to maintain shall require replacement, repair, and/or reconstruction whenever necessary in accordance with the standards stated in section 8.

#### **4. Grantor: Prohibited Activities.**

The following acts or uses are expressly forbidden on, over, or under the Easement Area:

- (a) The Church and Burial Ground shall not be demolished, removed, or razed except as provided in section 12.
- (b) Nothing shall be erected or allowed to grow in the Easement Area which would change the visibility of the Church and the Burial Ground from the street level or other public rights of way.
- (c) The Easement Area shall not be divided or subdivided in law or in fact and the Easement Area shall not be devised or conveyed except as a unit. For the purposes of this Easement, the term "subdivision" shall include a long-term lease or other use of any portion of the Easement Area that creates the characteristics of a subdivision of the Easement Area as determined in the sole discretion of the Grantee. The term "subdivision" shall also include division into condominium or cooperative interests or the partition of undivided interests in the Easement Area.
- (d) The dumping of trash, rubbish, ashes, or any other unsightly or offensive materials is prohibited within the Easement Area.

#### **5. USA Rights.**

- (a) Notwithstanding the obligations of Grantor stated in this Easement, the Grantee is also authorized, but not obligated, to undertake such actions to maintain, repair, or restore the Easement Area, without reimbursement, as the Grantee deems necessary or appropriate for the proper care and management of the Church (exterior) and that certain part of the Burial Ground, including the Resources located within the Easement Area in accordance with the standards stated in section 8 below; provided that the Grantee has first informed Grantor of the need for such actions in writing, and has provided to Grantor the written evaluation and opinion of a professional conservator, engineer (if needed), or other qualified professional, and has provided Grantor ninety (90) days' notice, during which ninety (90) days Grantor may elect to commence such work at Grantor's expense.
- (b) Following at least seven (7) days' notice, the Grantee is authorized to allow persons affiliated with educational organizations, professional associations, and historical

societies to enter the Easement Area at reasonable times to study the exterior of the Church and that certain Burial Ground using non-intrusive and non-invasive methods, provided that such persons are accompanied by representatives of the Grantee. If representatives of the Grantee are not available, Grantor may require that such persons schedule visits at an alternate time when Grantor's personnel can be present. In addition, the Grantee may make photographs, drawings, or other representations documenting the resources of the Easement Area. The Grantee shall consult with Grantor on the proposed publication or other use of such materials by the Grantee. If the Grantee authorizes other parties to use or publish such materials, such use or publication must first be approved in writing by Grantor.

- (c) The USA may, but is not obligated to, provide programs for the public within the Easement Area about the Resources of the Church and the Burial Ground; provided that the USA shall consult with Grantor in developing these programs. No such programs may be scheduled or held during organized church activity and worship services, including but not limited to regularly scheduled services, weddings, funerals, and other such special events. For planning purposes, Grantor shall make a good faith effort to provide to the Grantee a list of all regularly scheduled activities and services at the church. To the extent possible, Grantor and Grantee shall meet periodically to coordinate schedules.

**6. Grantor: Conditional Rights Requiring Approval by the Grantee.**

The following acts are prohibited except with the prior express written approval of the Grantee:

- (a) Grantor shall not increase or decrease the height of, make additions to, change the exterior construction materials or colors of, or move, improve, alter, reconstruct, or change the facades (including fenestration) and roof of the Church.
- (b) Grantor shall not erect or place in the Easement Area for more than sixty (60) consecutive days or sixty (60) days total in any year any buildings or structures, including but not limited to, sheds, barns, and similar ancillary structures, or any non-building structures such as utility transmission lines (subject to utility easements already recorded), satellite receiving dishes, antennas, cellular communications transmitters, or similar electronic frequency receiving or emitting devices, walls, wind turbines, solar panels or other similar devices, tents, mobile homes or trailers, dumpsters, storage containers, camping accommodations, or other similar structures.
- (c) Grantor shall not erect or allow to be erected any permanent external signs or external advertisements except:
  - (i) such plaque permitted under section 22 of this Easement;
  - (ii) a sign stating the name, address and owner of the Easement Area, its church affiliation, and information concerning service times and church events;
  - (iii) a temporary sign to advertise the sale or rental of the Parcel; and
  - (iv) temporary signs advertising events or public activities.
- (d) Grantor shall not make substantial topographical changes, such as, by example, excavation for the construction of roads, swimming pools, and recreational

facilities.

- (e) Grantor shall not change the use of the Church or the Burial Ground from their current uses without approval by the Grantee. The Grantee will not approve any new proposed use unless it can be determined that the new proposed use:
  - (i) will not impair the significant Resources of the exterior of the Church and the Burial Ground; and
  - (ii) will not conflict with the Purpose of this Easement.

#### **7. Review of Grantor's Requests for Approval.**

- (a) Pursuant to section 6, Grantor shall submit in writing to the Grantee for its approval information (including plans, specifications, and designs where appropriate) together with a specific request identifying the proposed activity. In addition, Grantor shall also submit to the Grantee a timetable for the proposed activity which is sufficient to permit the Grantee to monitor such activity. Grantor shall not make changes or take any action subject to the approval of the Grantee unless expressly authorized in writing by an authorized representative of the Grantee.
- (b) The Grantee reserves the right to consult with governmental agencies, nonprofit preservation and conservation organizations, and/or other advisors deemed appropriate by the Grantee, concerning the appropriateness of any activity proposed under this Easement.
- (c) All approval rights of the Grantee shall be exercised in the reasonable discretion of the Grantee. The USA agrees to use its reasonable efforts to respond to any written request from Grantor not later than ninety (90) days following receipt by the Grantee of Grantor's request. Failure of the Grantee to respond to Grantor within the ninety (90) day period shall not, however, be deemed to constitute approval of Grantor's request. Nothing in this subsection is intended to avoid or override any requirements, substantive or procedural, that may apply to the Grantee under applicable federal law before such approval may be provided.
- (d) In the event that Grantor does not implement any approval granted pursuant to sections 6 and 7 for a period of one (1) year, such approval shall be void. Grantor may resubmit the request for approval.

#### **8. Standards for Review.**

In exercising any inspection or review authority regarding the Easement Area created by this Easement, the Grantee shall apply the following standards (hereinafter "the Secretary's Standards") as applicable and as they may be amended from time to time: The Secretary of the Interior's Standards for the Treatment of Historic Properties (36 C.F.R. § 68); The Secretary of the Interior's Guidelines for Rehabilitating Cultural Landscapes.

#### **9. Grantor: Reserved Rights Not Requiring Further Approval by the Grantee.**

Subject to the provisions of sections 3, 4 and 6, Grantor reserves its rights to conduct the following uses and activities within the Easement Area without further approval by the Grantee:



- (a) the right to engage in all those acts and uses that:
  - (i) are permitted by governmental statute or regulation;
  - (ii) do not substantially impair the Resources of the exterior of the Church or the Burial Ground; and
  - (iii) are not inconsistent with the Purpose of this Easement and the Secretary's Standards.
- (b) pursuant to the provisions of section 3, the right to maintain and repair the Church and the Burial Ground, including grave markers and monuments, including such use of temporary structures as may be needed for construction, repairs or maintenance purposes, according to the Secretary's Standards, subject to the following qualifications:
  - (i) The right to maintain and repair shall mean the use by Grantor of in-kind materials and colors, applied with workmanship comparable to that which was used in the construction or application of those materials being repaired or maintained, for the purpose of retaining in good condition the appearance and construction of the exterior of the Church and the Burial Ground.
  - (ii) The right to maintain and repair shall not include the right to make changes in appearance, materials, colors, and workmanship from that existing prior to the maintenance and repair without the prior written approval of the Grantee in accordance with the provisions of sections 7 and 8.
  - (iii) The right to maintain and repair shall not include the right to replace historic materials unless such historic materials are significantly deteriorated or damaged.
- (c) the right to continue all manner of existing use and enjoyment of the Easement Area including the Church and the Burial Ground, including but not limited to the maintenance, repair, replacement in kind, and restoration of existing fences, benches, lighting, and flagpoles; the right to maintain existing driveways, roads, and paths with the use of same or similar surface materials; the right to maintain existing utility lines, walkways and steps; the right to cut, remove, and clear grass or other vegetation and to perform routine maintenance, landscaping, horticultural activities, and upkeep, consistent with the Purpose of this Easement.
- (d) the right to conduct, permit and approve all manner of worship services, at any time on any day, including but not limited to, regular Sunday services, weddings, funeral and any other worship service conducted within or without the Church or anywhere within the Easement Area, including within the Burial Ground, expressly including the continued use of the Burial Ground as an active burial ground, where bodies and/or ashes may be buried or otherwise interred and new grave markers or other monuments erected, without approval from Grantee for the placement or appearance of such grave markers or monuments, and the right to conduct any other church related events, as well as non-church related events and programs, provided that such non-church related events are consistent with the Purpose of this Easement.
- (e) the right to set, charge, and retain reasonable fees for interpretative tours of the Church, including the Easement Area, provided that such fees do not unduly burden or deter public access under section 10, and provided that the Church will consult with the Grantee and secure its approval, before changing any fees that apply to those visiting the



Easement Area.

**10. Public Access.**

Grantor shall make the Easement Area (which does not include the interior of the Church) accessible to the public a minimum of two (2) days per week provided that Grantor or the Grantee can provide representatives or staff necessary to oversee such public access. Grantor may have a representative present during such public access, and access may be subject to reasonable time, place, and manner restrictions as determined jointly by Grantor and the USA to ensure security of the Easement Area and safety of the visitors.

**11. Casualty Damage or Destruction.**

In the event that the Church or that certain Burial Ground or any parts thereof within the Easement Area shall be damaged or destroyed by fire, flood, windstorm, hurricane, earth movement, or other casualty, Grantor shall notify Grantee in writing within fourteen (14) days of the damage or destruction, such notification including what, if any, emergency work has already been completed. No repairs or reconstruction of any type, other than temporary emergency work to prevent further damage to the Church and to protect public safety, shall be undertaken by Grantor without prior written approval from the Grantee. Within thirty (30) days of the date of damage or destruction, if required by the Grantee, Grantor, at its expense shall submit to the Grantee a written report prepared by a qualified restoration architect and an engineer who are acceptable to Grantor and the USA; this report shall include the following:

- (a) an assessment of the nature and extent of the damage;
- (b) a determination of the feasibility of the restoration of the Church and/or reconstruction of damaged or destroyed portions of the Church; and
- (c) a report of such restoration/reconstruction work necessary to return the Church to the condition existing at the effective date of this instrument.

**12. Review After Casualty Damage or Destruction.**

If, after reviewing the report provided pursuant to section 11 and assessing the availability of insurance proceeds after satisfaction of any mortgagee's/lender's claims under section 13, Grantor and the Grantee agree that the Purpose of this Easement will be served by such restoration/reconstruction, Grantor and the Grantee shall establish a schedule under which Grantor shall complete the restoration/reconstruction of the Church and/or Burial Ground in accordance with plans and specifications consented to by Grantor and the Grantee up to at least the total of the casualty insurance proceeds available to Grantor.

If, after reviewing the report and assessing the availability of insurance proceeds after satisfaction of any mortgagee's/lender's claims under Section 13, Grantor and the Grantee agree that restoration/reconstruction of the Church and/or Burial Ground is impractical or impossible, or agree that the Purpose of this Easement would not be served by such restoration/reconstruction, Grantor may, but only with the prior written consent of the Grantee, alter, demolish, remove, or raze the Church and/or Burial Ground, and/or construct new improvements within the Easement Area.

### **13. Insurance.**

- (a) Grantor shall keep the Church and Burial Ground within the Easement Area insured by an insurance company rated "Secured" by Best's or a similar rating agency for the full replacement value against loss from the perils commonly insured under standard fire and extended coverage policies and comprehensive general liability insurance against claims for personal injury, death, and property damage.
- (b) Property damage insurance shall include change in condition and building ordinance coverage, in form and amount sufficient to replace the Church and grave markers and monuments without cost or expense to Grantor or contribution or coinsurance from Grantor. Such insurance shall include the Grantee's interest and name the Grantee as an additional insured.
- (c) Grantor shall deliver to the Grantee a certificate of insurance annually or when coverage is renewed by Grantor. If Grantor fails to submit proof of insurance coverage annually or at the time of renewal, Grantor must deliver proof of coverage, within ten (10) business days of the Grantee's written request for documentation of coverage.
- (d) Whenever the Easement Area is encumbered with a mortgage or deed of trust, nothing contained in this section shall jeopardize the prior claim, if any, of the mortgagee/lender to the insurance proceeds.

### **14. Taxes.**

Grantor shall pay promptly, when first due and owing, all general taxes, special taxes, special assessments, water charges, sewer service charges, and other charges which may become a lien on the Easement Area unless Grantor timely objects to the amount or validity of the assessment or charge and diligently seek an appeal of the charge, in which case the obligation to pay such charges as defined in this section shall be suspended for the period permitted by law for prosecuting such appeal and any applicable grace period following completion of such action. In place of Grantor, the Grantee is hereby authorized, but in no event required or expected, to make or advance upon three (3) days prior written notice to Grantor any payment relating to taxes, assessments, water rates, sewer rentals and other governmental or municipality charge, fine, imposition, or lien asserted against the Easement Area. The Grantee may make such payment according to any bill, statement, or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement, or assessment or into the validity of such tax, assessment, sale, or forfeiture. Such payment, if made by the Grantee, shall constitute a lien on the Parcel, except that such lien shall not jeopardize the priority of any recorded lien of mortgage or deed of trust given in connection with a promissory note secured by the Parcel.

### **15. Written Notice.**

Any notice which either Grantor or the Grantee may desire or be required to give to the other party shall be in writing and shall be delivered by one of the following methods: by overnight courier postage prepaid, registered or certified mail with return receipt requested, or hand delivery;

**The Grantor:**

Reverend Abraham Murray  
Brick Baptist Church of St. Helena Island  
South Carolina 29920

**The Grantee:**

Chief, Land Resources Program Center  
Southeast Regional Office, National Park Service  
100 Alabama St. SW, 1924 Building  
Atlanta, Georgia 30303

Each party may change its address or the designee set forth herein by a notice to such effect to the other party.

**16. Evidence of Compliance.**

Upon request by Grantor, the Grantee shall promptly furnish Grantor with a certification that, to the best of the Grantee's knowledge, Grantor is in compliance with the obligations of this Easement, or that otherwise describes the status of this Easement to the extent of the Grantee's knowledge.

**17. Inspection.**

With reasonable advance notice to Grantor, representatives of the Grantee shall be permitted to inspect the Easement Area.

**18. Grantee's Remedies.**

The Grantee may, following a minimum of thirty (30) days written notice to Grantor, institute suit(s) to enjoin any violation of the terms of this easement by ex parte, temporary, preliminary, and/or permanent injunction, including prohibitory and/or mandatory injunctive relief, and to require the restoration of the exterior of the Church and that certain Burial Ground to the condition and appearance that existed prior to the violation complained of in the suit, excepting any changes to that certain Burial Ground made as a result of permitted activity, including the erection of new grave markers or monuments. The Grantee shall also have available all legal and other equitable remedies to enforce Grantor's obligations contained in this instrument.

Exercise by the Grantee of one remedy hereunder shall not have the effect of waiving or limiting any other remedy, and the failure to exercise any remedy shall not have the effect of waiving or limiting the use of any other remedy or the use of such remedy at any other time.

Grantor agrees that if it does not maintain the exterior of the Church, the Burial Ground, and the Easement Area's landscaping as covenanted in section 3 above, the Grantee shall have the right but not the obligation to perform such maintenance activities.

**19. Notice from Government Authorities.**

Grantor shall deliver to the Grantee copies of any notice of violation or lien relating to the Easement Area received by Grantor from any government authority within five (5) days of receipt by Grantor. Upon request by the Grantee, Grantor shall promptly furnish the Grantee with evidence of Grantor's compliance with such notice or lien where compliance is required by law.

**20. Notice of Proposed Sale.**

Grantor shall promptly notify the Grantee in writing of any proposed offer to sell the Parcel or of any listing of the Parcel for sale and provide the opportunity for the Grantee to explain the terms of this Easement to the real estate listing agent and potential new owner(s) prior to sale closing.

**21. Liens.**

Any lien on the Parcel created pursuant to any provision of this Easement may be confirmed by judgment and foreclosed by the Grantee except that no lien created pursuant to this Easement shall jeopardize the priority of any recorded lien of mortgage or deed of trust given in connection with a promissory note secured by the Parcel.

**22. Plaque.**

Grantor agrees that the Grantee may provide and maintain a plaque within the Easement Area, which plaque shall not exceed 24 by 24 inches in size, giving notice of the significance of the Easement Area and the existence of this Easement. Placement of such a plaque and the wording thereof shall be mutually acceptable to Grantor and the Grantee.

**23. Runs with the Land.**

Except as provided in section 26, the obligations imposed by this Easement shall be effective in perpetuity and shall be deemed to run as a binding servitude with the Parcel. This Easement shall extend to and be binding upon Grantor and the Grantee, their respective successors in interest and all such persons in the future claiming under or through Grantor and the Grantee. Any right, title, or interest granted in this instrument to the Grantee and Grantor shall also be deemed granted to each successor and assigns of the Grantee and Grantor and each following successor and assigns. The words United States and/or the United States of America, when used in this instrument shall include all such persons in the future claiming any right, title, or interest under or through the Grantee.

An owner of the Parcel shall have no obligation pursuant to this instrument where such owner shall cease to have any ownership interest in the Parcel by reason of a bona fide transfer. The restrictions, stipulations, and covenants contained in this Easement shall be inserted by Grantor, verbatim or by express reference, in any subsequent deed or other legal instrument by which Grantor divests itself of either the fee simple title to or any lesser estate in the Easement Area or any part thereof, including by way of example and not limitation, a lease of all or a portion of the Parcel.

**24. Recording and Effective Date.**

Grantor and the Grantee intend that the restrictions arising under this Easement take effect on the day and year this instrument is recorded.

## **25. Interests.**

For purposes of allocating proceeds pursuant to section 26, Grantor and the Grantee stipulate that as of the date of this Easement, Grantor and the Grantee are each vested with real property interests in the Parcel.

## **26. Extinguishment.**

In making this grant, Grantor has considered the possibility that uses prohibited by the terms of this Easement may become more economically valuable than permitted uses and that neighboring properties may in the future be put entirely to such prohibited uses. It is the intent of Grantor and the Grantee that any such changes will not be deemed to be circumstances justifying the termination, extinguishment, or modification of this Easement. In addition, the inability of Grantor, or its successors or assigns to conduct or implement any or all of the uses permitted under the terms of this Easement, or the unprofitability of doing so, will not impair the validity of this Easement or be considered grounds for its termination, extinguishment, or modification.

In the event of extinguishment of this Easement by a judicial proceeding in a court of competent jurisdiction and subsequent sale of all or any portion of the Parcel (or any other property received in connection with an exchange or involuntary conversion of the Parcel), and after the satisfaction of prior claims and any costs or expenses associated with such sale, Grantor and the Grantee shall share in any net proceeds resulting from such sale in accordance with their respective interests in the fair market value of the Parcel, as such interests are determined at that time, adjusted, if necessary, to reflect a partial termination or extinguishment of this Easement. Net proceeds shall also include, without limitation, net insurance proceeds.

In the event of extinguishment, the provisions of this section shall survive extinguishment and shall constitute a lien on the Parcel except that such lien shall not jeopardize the priority of any recorded lien of mortgage or deed of trust given in connection with a promissory note secured by the Parcel.

## **27. Interpretation.**

The following provisions shall govern the effectiveness, interpretation, and duration of this Easement.

- (a) Any rule of strict construction designed to limit the breadth of restrictions on alienation or use of property shall not apply in the construction or interpretation of this Easement, and this instrument shall be interpreted broadly to effect its Purpose and the transfer of rights contained in this instrument.
- (b) This instrument may be executed in two counterparts, one of which may be retained by Grantor and the other, after recording, to be retained by the Grantee. In the event of any disparity between the counterparts produced, the recorded counterpart shall in all cases govern.
- (c) It is the intent of Grantor and the Grantee to agree and to bind themselves, and their

successors, and their assigns in perpetuity to each term of this instrument.

- (d) The invalidity or unenforceability of any provision of this instrument shall not affect the validity or enforceability of any other provision of this instrument or any ancillary or supplementary agreement relating to its subject matter.
- (e) Nothing contained in this instrument shall be interpreted to authorize or permit Grantor or the Grantee to violate any ordinance or regulation relating to building materials, construction methods, or use. In the event of any conflict between any such ordinance or regulation and the terms of this instrument, Grantor promptly shall notify the Grantee of such conflict and shall cooperate with the Grantee and the applicable governmental entity to accommodate the purposes of both this Easement and such ordinance or regulation.
- (f) To the extent that Grantor owns or is entitled to development rights which may exist now or hereafter under any applicable zoning or similar ordinance, that would permit the Easement Area to be developed to a use or uses more intensive (in terms of height, bulk, number of structures, assemblage of lots, subdivision, or other criteria related by such ordinances) than that to which the Easement Area is devoted as of the date of this Easement, such development rights shall not be exercisable on, above, or below the Easement Area during the term of this Easement.

#### **28. Amendment.**

If circumstances arise under which an amendment to or modification of this Easement would be appropriate, Grantor and the Grantee may, by mutual written agreement, jointly amend this Easement. Nothing in this section shall require Grantor or the Grantee to agree to any amendment or to consult or negotiate regarding any amendment.

#### **29. Protection of Exterior of Church and Burial Ground.**

Grantor and the Grantee agree that the restrictions of this Easement shall only apply to the exterior architectural features of the Church (including the front, sides, rear, roof, and height of the Church) and the Burial Ground, and that no change to the exterior of the Church or the Burial Ground may be made by Grantor except as provided herein.

#### **30. Inconsistent Changes Prohibited.**

Grantor and the Grantee agree that Grantor shall not undertake, and the Grantee shall not permit, any change to the exterior architectural features of the Church or the Burial Ground which would be inconsistent with the Resources within the Easement Area.

**THIS EASEMENT** reflects the entire agreement of Grantor and the Grantee. Any prior or simultaneous correspondence, understandings, agreements, and representations are null and void upon execution of this Easement, unless set out in this instrument. Grantor acknowledges that this Easement affects important legal rights and obligations of Grantor, including the rights and obligations of Grantor's successors, and that Grantor has had the opportunity to consult with knowledgeable legal counsel of Grantor's own choosing prior to execution of this Easement.

**GRANTOR AND THE GRANTEE AGREE** that this Easement is not intended to and shall

not be construed to express any approval, disapproval, support, or constraint by the government, or to have any other affect or influence whatsoever regarding the establishment or free exercise of any religion and that any religious services or parish or church related activities proposed to be conducted within the Easement Area shall be considered presumptively permitted under the terms of this Easement. Grantor and the Grantee further agree that this Easement shall be modified, if required, to assure an effective separation of church and state.

**GRANTOR**, for itself and its successors and assigns, does hereby covenant with the Grantee and its assigns that Grantor is lawfully seized and possessed of the herein described Easement Area in fee simple; that the same is free and clear of all encumbrances (except for covenants, easements, and restrictions of record, if any); that Grantor has the right to convey this Easement; that Grantor warrants, specially and generally, the title and quiet enjoyment of the Easement Area; that Grantor, its successors and assigns will forever defend the same unto the Grantee and its assigns against all lawful claims and demands thereof by others and will issue such further assurances the Grantee and/or its assigns may request.

**GRANTEE**, notwithstanding any provision to the contrary herein, shall not be required to expend any sum in excess of appropriations made by Congress or administratively allocated for the purpose of compliance with the conditions of this Easement; this Easement shall not bind the Grantee under any contract or other obligation for the further expenditure of money in excess of such appropriations or allocations; and nothing in this Easement may be considered as implying that Congress will at a later date appropriate funds sufficient to meet deficiencies.

**THE ACQUIRING** federal agency is the Department of the Interior, National Park Service.

**TO HAVE AND TO HOLD**, the said Preservation and Conservation Easement, unto the said Grantee and its assigns forever.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK





Preservation and  
Conservation ~~Special Warranty Donation Deed~~ <sup>or</sup> EASEMENT Deed

This ~~Special Warranty Donation Deed~~ is accepted on behalf of the UNITED STATES OF AMERICA, Department of the Interior, National Park Service, by Stan Austin, Regional Director, Southeast Region.



Stan Austin  
Regional Director  
Southeast Region

Date: January 10<sup>th</sup>, 2017

EXHIBIT A

Purported Owner: The Brick Baptist Church of  
St. Helena Island

Project: Reconstruction Era NM

Interest: EASEM

Area: 0.84 of an acre, more or less

Date: December 19, 2016

Revised: December 23, 2016

Tract No. P01-102

All that tract or parcel of land being identified as the Brick Baptist Church of St. Helena Island situate in Beaufort County, South Carolina, and being more particularly described as follows:

**BEGINNING** at an existing concrete monument located along the easterly right-of-way of Dr. Martin Luther King Jr. Drive, said monument having a South Carolina State Plane Coordinate Value (NAD 83) of N 202,572.10 feet and E 2,130,810.03 feet;

Thence, with said easterly right-of-way line N 01° 21' 57" E 261.57 feet to a point;

Thence, leaving said easterly right-of-way line along a new line of division through the herein described tract S 88° 45' 36" E 137.75 feet to a point and S 00° 00' 00" W 258.97 feet to a point located along the southerly property line of the herein described tract;

Thence, with said southerly property line N 89° 49' 07" W 143.95 feet to the Point of Beginning.

Containing 0.84 of an acre, more or less.

Being part of the same tract or parcel of land conveyed by The Baptist Church of Beaufort to The Brick Baptist Church of St. Helena Island, by deed dated June 11, 1973, and recorded June 27, 1973, in Book 212, Pages 486-489, in the records of Beaufort County, South Carolina.

Also see attached Plat dated September 22, 2016, prepared by Christensen, Khalil Surveyors, Inc., last revised November 24, 2016 (~~not yet recorded~~). *RECORDED IN PLAT BOOK 145 AT PAGE 151.*

## **Brick Baptist Church Study House Exterior Alteration**

**Applicant:** The Second Founding of America: Reconstruction Beaufort  
**Location:** Penn Center Brick Baptist Church  
**Application Type:** Demolition and Exterior Alteration  
**Zoning Designation:** T2 Rural

“The Second Founding of America: Reconstruction Beaufort,” (Reconstruction Beaufort) in collaboration with Brick Baptist Church and the Sons of Union Veterans of the Civil War of Beaufort, has received grant funding to relocate and renovate the historic Study House (c. 1885) at Brick Baptist Church on St. Helena Island. The Brick Baptist Church is a site included in the Reconstruction Era National Historical Park. Though the church is still used as a church, the National Historical Park maintains the exterior of the church and will use the relocated and renovated historic Study House as an interpretive center.

Reconstruction Beaufort is exterior alterations to the Study House. Proposed exterior alteration and demolition elevation plans are attached. They include constructing a new pier foundation, demolishing the non-historic porch and non-historic addition to the Study House, repairing siding, restoring windows, replacing the roof, painting the exterior, replacing the rear door, and creating ADA compliant access.

**July 21<sup>st</sup> HPRB Meeting:** During the July 21<sup>st</sup> meeting of the Historic Preservation Review Board, the board members requested the following information from the applicant in order to better understand the proposed exterior alterations and demolitions.

- 1) Confirmation from the State Historic Preservation Organization regarding their role in reviewing or approving the exterior alterations and demolitions. The applicant has provided a determination from Brad Sauls at SHPO confirming their review is not required for this project and Staff has confirmed directly with Mr. Sauls. Please see associated memo regarding the Brick Baptist Church Study House Relocation.
- 2) More detailed information regarding the windows, canopies, and porch. Please see attached updated Elevations.

**Staff Recommendation:** Staff supports the Reconstruction Era National Park and its mission. Special consideration should be given to the proximity of any gravesites to the relocation site, as well as the information used to determine the proposed exterior alteration design and materials.

### **Attachments:**

1. Proposed Exterior Alterations & Demolition Elevations





**SIMONS  
YOUNG**  
+ associates

3 MORRIS STREET SUITE B  
CHARLESTON SC 29403  
843 277 0996  
www.simonsyoung.com

# BRICK CHURCH STUDY HOUSE

85 MARTIN LUTHER KING DRIVE  
SAINT HELENA, SOUTH CAROLINA 29920

HOUSE ADAPTIVE RE-USE

PRESERVATION REVIEW BOARD - JULY 21<sup>ST</sup>

Architect:  
Simons Young + associates  
3 Morris St, Suite B  
Charleston, SC 29403  
Contact: Simons Young  
(843) 277-0996  
simons@simonsyoung.com

Client:  
Second Founding of America  
PO Box 23019  
Hilton Head Island, SC 29925-3019  
Contact: Billy Keyserling  
(843) 521-2600  
billyk@islc.net

No.	Description	Date

(C) 2019 COPYRIGHT SIMONS YOUNG + associates

**STUDY HOUSE**

Cover

Project number	Project Number
Date	Issue Date
Drawn by	Author
Checked by	Checker

**G000**

Scale

PROJECT NUMBER



### MATERIAL LEGEND

	COMPACT EARTH
	ALUMINUM
	STEEL
	CONCRETE
	GROUT/MORTAR/SAND/PRECAST/ STUCCO/GYPSUM BOARD
	CONCRETE MASONRY
	BRICK MASONRY
	ROUGH LUMBER (CONTINUOUS)
	ROUGH LUMBER (DISCONTINUOUS BLOCKING)
	WOOD
	PLYWOOD
	BATT INSULATION
	RIGID INSULATION

### SYMBOLS LEGEND

	NORTH ARROW		SPOT ELEVATION
	ROOM TAG		ELEVATION LEVEL
	CALLOUT TAG		DOOR TAG
	INTERIOR ELEVATION		CONSTRUCTION SUBSYSTEM TYPE (wall type, floor type, roof type)
	EXTERIOR ELEVATION		WINDOW & LOUVER TAG
	BUILDING SECTION		STRUCTURAL GRID
	WALL SECTION		DRAWING TITLE AND SCALE

### GENERAL NOTES

- VERIFY ALL EXISTING CONDITIONS PRIOR TO BEGINNING DEMOLITION AND CONSTRUCTION. NOTIFY ARCHITECT OF ANY DEVIATIONS BETWEEN ACTUAL EXISTING CONDITIONS AND THOSE SHOWN ON DRAWINGS.
- COORDINATE ALL ELECTRICAL, PLUMBING AND HVAC SYSTEMS WITH THE ARCHITECTURAL DRAWINGS. ADVISE ARCHITECT OF ANY CONFLICTS BETWEEN DISCIPLINES PRIOR TO PROCEEDING WITH THE WORK.
- ALL WORK TO BE DONE IN ACCORDANCE WITH APPLICABLE CODES AND ORDINANCES.
- ALL DIMENSIONS ARE TO FACE OF EXISTING WALL, FACE OF NEW STUD OR FACE OF MASONRY UNLESS NOTED OTHERWISE.
- ALL EXPOSED EXTERIOR WOOD TO BE PRESSURE TREATED APPEARANCE GRADE.
- ALL GYPSUM BOARD TO BE TAPED, SPACKLED AND SANDED. PROVIDE LEVEL 4 FINISH AT ALL EXPOSED GYPSUM BOARD AND PROVIDE ONE COAT LATEX PRIMER WITH TWO COATS LATEX FINISH PAINT. COLOR AND SHEEN TO BE SELECTED.
- PROVIDE MOISTURE RESISTANT GYPSUM BOARD AT ALL BATHROOMS. PROVIDE CEMENTITIOUS BACKER BOARD AT ALL CERAMIC/PORCELAIN TILE FINISHES.
- PRIOR TO DEMOLITION OR CONSTRUCTION, INSPECT EXISTING BUILDING AND DOCUMENT EXISTING CONDITIONS. ALL EXISTING FINISHES, MATERIALS, EQUIPMENT, ETC THAT ARE TO REMAIN, ARE TO BE PROTECTED DURING CONSTRUCTION. REPAIR OR REPLACE ANY EXISTING ITEMS THAT ARE DAMAGED DURING COMPLETION OF THE WORK.

### VICINITY MAP

**SIMONS  
YOUNG**  
+ associates

3 MORRIS STREET SUITE B  
CHARLESTON SC 29403  
843 277 0996  
www.simonsyoung.com

### ABBREVIATIONS

ACOUST	ACOUSTICAL	HORZ	HORIZONTAL
ADJUST	ADJUSTABLE	INSUL	INSULATION
AFF	ABOVE FINISH FLOOR	INT	INTERIOR
ALT	ALTERNATE	LOCN	LOCATION
ALUM	ALUMINUM	MAX	MAXIMUM
APPROX	APPROXIMATE	MECH	MECHANICAL
ARCH.	ARCHITECTURAL	MEMB	MEMBRANE
B.O.	BOTTOM OF	MFR	MANUFACTURER
BITUM	BITUMINOUS	MIN	MINIMUM
BLDG	BUILDING	MISC	MISCELLANEOUS
BOT	BOTTOM	MTL	METAL
BTWN	BETWEEN	NIC	NOT IN CONTRACT
CAB	CABINET	NTS	NOT TO SCALE
CEM	CEMENT	NO OR #	NUMBER
CER	CERAMIC	NOM	NOMINAL
CL	CENTER LINE	OC	ON CENTER
CLG	CILING	OH	OVER HEAD
COMP	COMPARTMENT	OPNG	OPENING
CONC	CONCRETE	OPP HAND	OPPOSITE HAND
CONT'D	CONTINUED	PLYWD	PLYWOOD
CONFIG	CONFIGURATION	PNL	PANEL
CONST	CONSTRUCTION	PNL'G	PANELING
CONT	CONTINUOUS	PTD	PAINTED
D	DRYER	REINF	REINFORCING
DET, DTL	DETAIL	REQ'D	REQUIRED
DIM	DIMENSION	RM	ROOM
DN	DOWN	SCHED	SCHEDULE
DWG	DRAWING	SECT	SECTION
ELECT	ELECTRICAL	SHT	SHEET
ELEV	ELEVATION	SIM	SIMILAR
EMER	EMERGENCY	SPEC	SPECIFICATION
EQ	EQUAL	SS	STAINLESS STEEL
EQPMT	EQUIPMENT	STO	STORAGE
EXTG	EXISTING	STRUCTL	STRUCTURAL
EXT	EXTERIOR	SUSP	SUSPENDED
F D	FLOOR DRAIN	T&G	TONGUE & GROOVE
FE	FIRE EXTINGUISHER	TYP	TYPICAL
FEB	FIRE EXTINGUISHER BRACKET	UNO	UNLESS NOTED OTHERWISE
FEC	FIRE EXTINGUISHER CABINET	VERT	VERTICAL
F O	FACE OF	VIF	VERIFY IN FIELD
FDN	FOUNDATION	W	WASHER
FF	FINISH FLOOR	WC	WATER CLOSET
FIN	FINISH	WD	WOOD
FLR	FLOOR	WDW	WOOD
FLUOR	FLUORESCENT		
FTG	FOOTING		
FUT	FUTURE		
GALV	GALVANIZED		
GYP BD	GYPSUM BOARD		

### ZONING INFORMATION

ZONE:	SR-2
TMS#:	421-06-00-111
FLOOD ZONE:	AE-13
FRONT SETBACK:	25'
REAR SETBACK:	25'
SOUTH/WEST SETBACK:	9'
NORTH/EAST SETBACK:	9'
FRONT/REAR SETBACK TOTAL:	50'
SIDE SETBACK TOTAL:	18'
LOT AREA:	14,659.5 SQ FT
EXISTING BUILDING AREA:	2,039 SQ FT
PROPOSED BUILDING AREA:	2,570 SQ FT
EXISTING LOT COVERAGE:	14%
PROPOSED LOT COVERAGE:	17%
MAX LOT COVERAGE IN ZONE:	50%
EXISTING BUILDING HEIGHT:	N/A
PROPOSED BUILDING HEIGHT:	N/A
MAX BUILDING HEIGHT IN ZONE:	35'- 2 1/2' STR
MAX HEIGHT LIMIT FENCES/WALLS:	6'

### ZONING MAP

### SCOPE OF WORK

PROVIDE BRIEF DESCRIPTION

### CODE

- 2018 INTERNATIONAL RESIDENTIAL CODE
- 2018 INTERNATIONAL ENERGY CONSERVATION CODE
- 2015 INTERNATIONAL PLUMBING CODE
- 2018 EXISTING BUILDING CODE

No.	Description	Date

(C) 2019 COPYRIGHT SIMONS YOUNG + associates

### STUDY HOUSE

### PROJECT INFORMATION

Project number	Project Number
Date	Issue Date
Drawn by	Author
Checked by	Checker
<b>G001</b>	
Scale	As indicated

10/6/2022 8:57:18 AM Project: Study

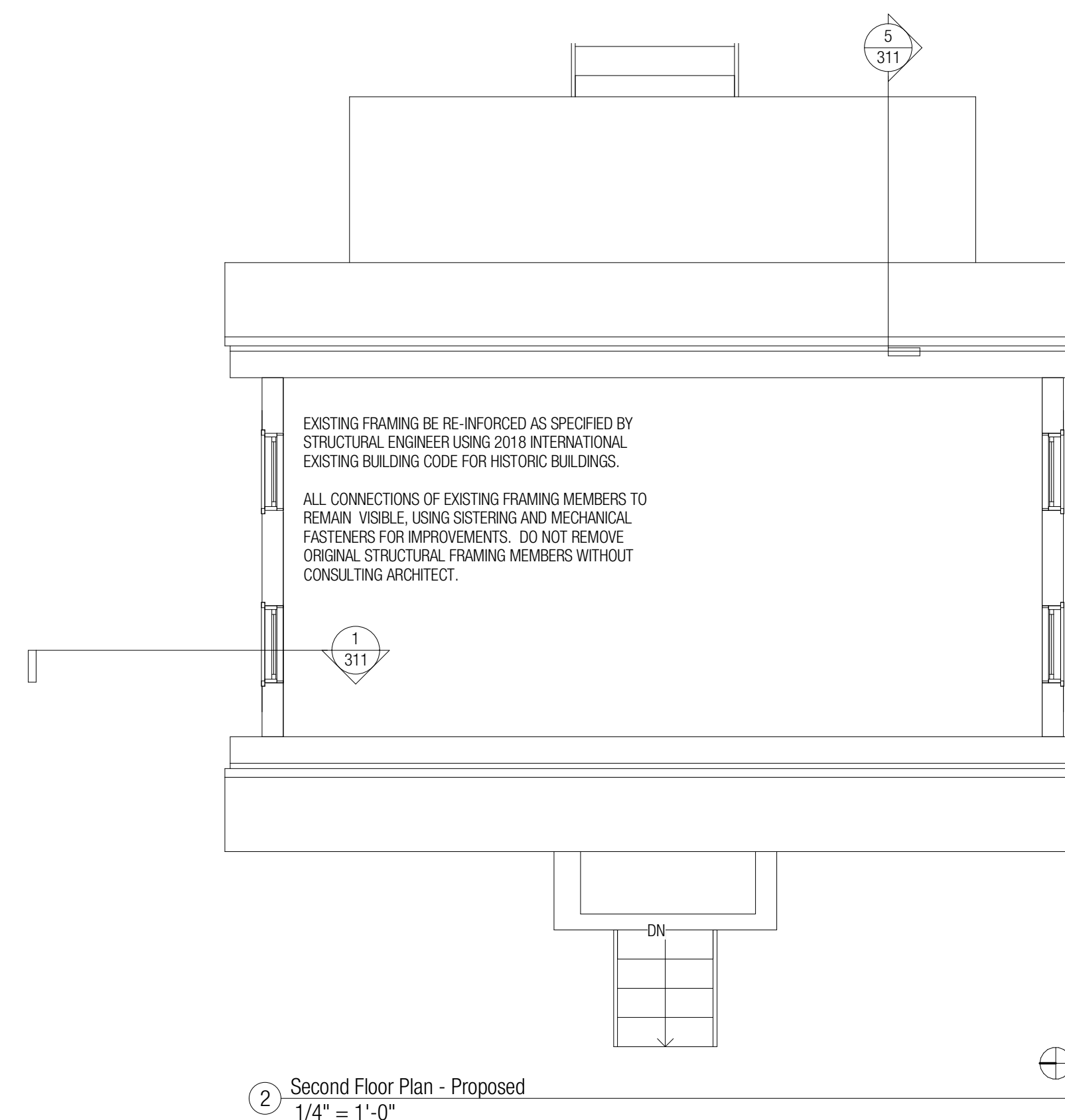
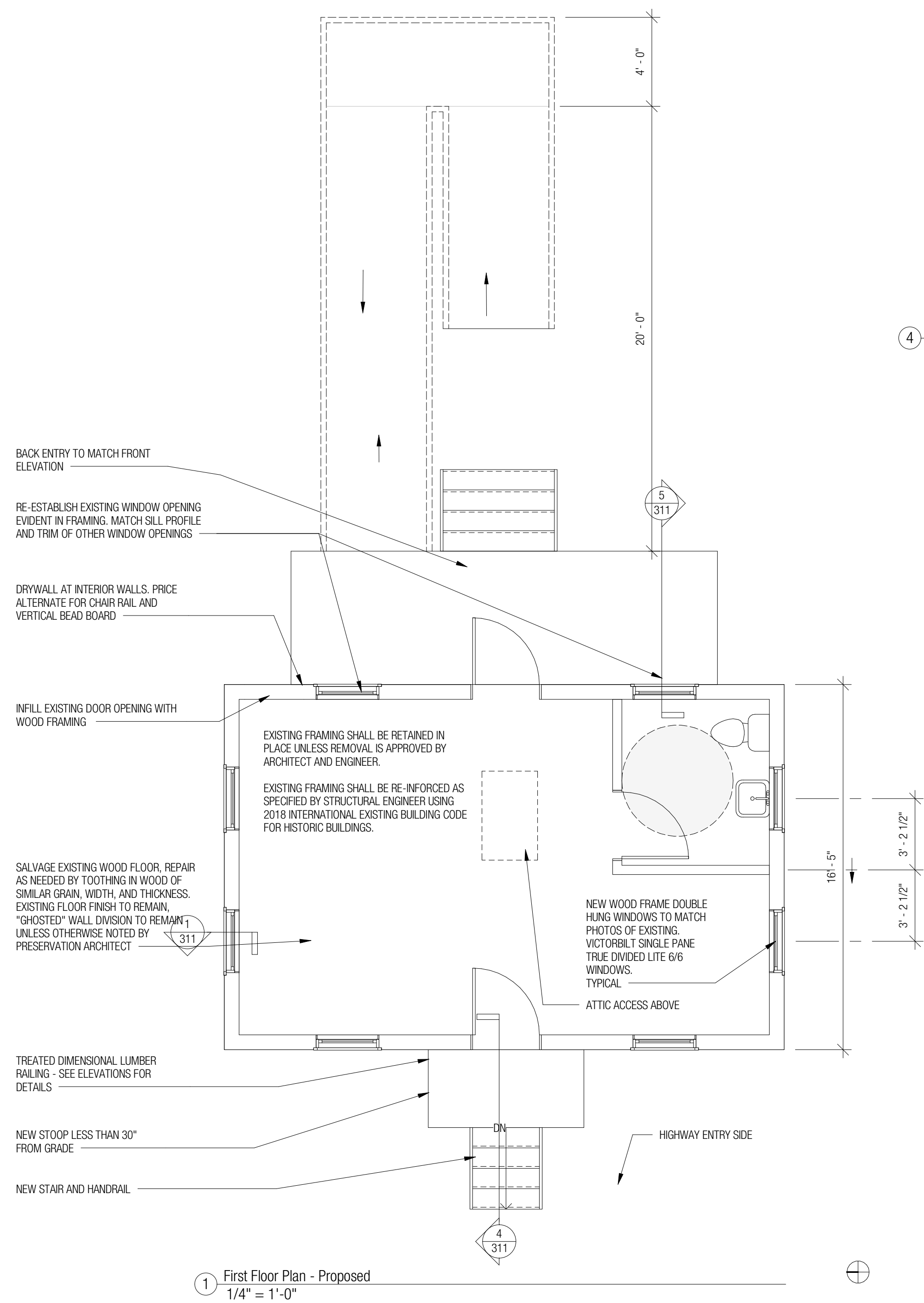
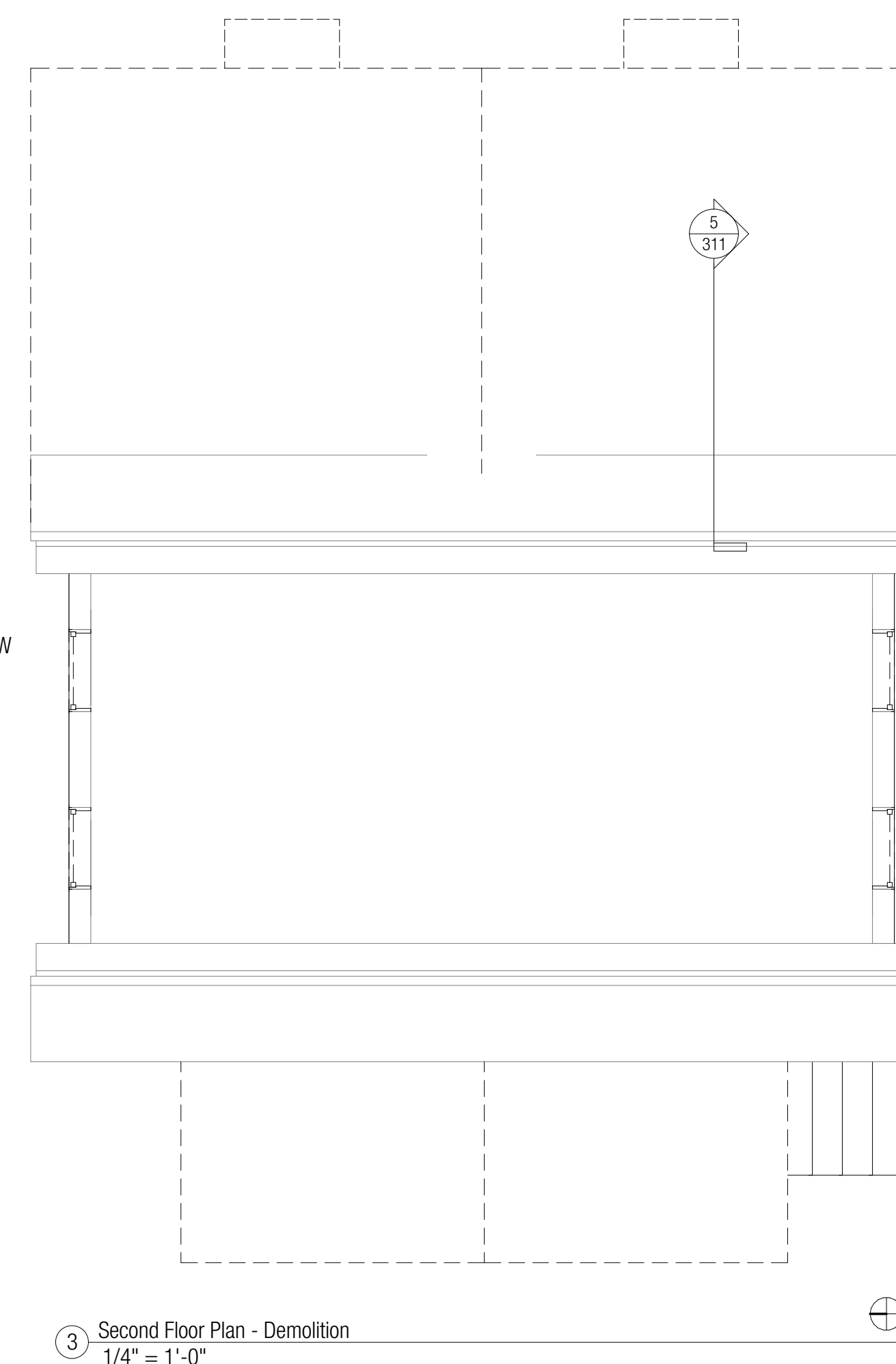
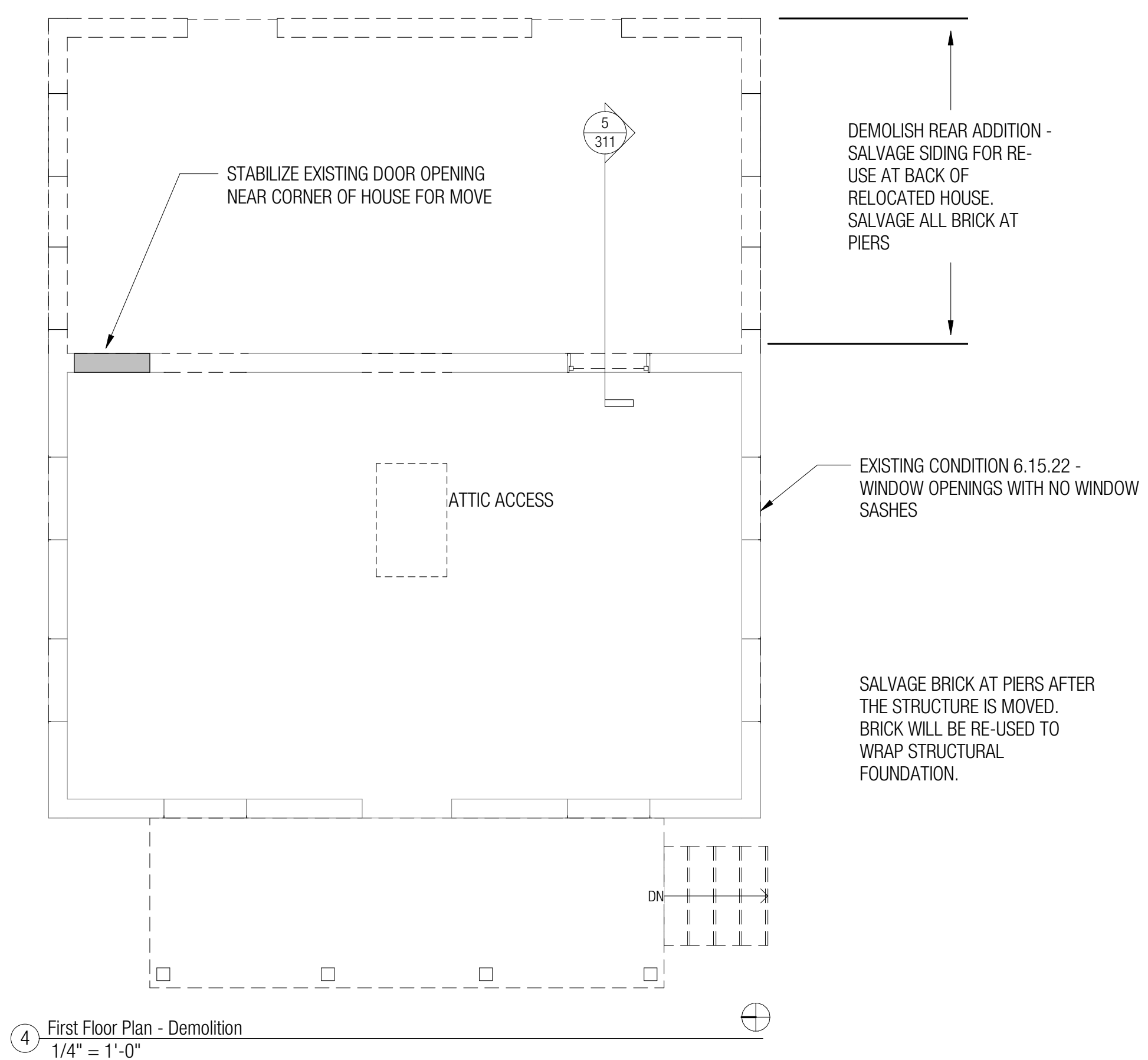






# SIMONS YOUNG + associates

3 MORRIS STREET SUITE B  
CHARLESTON SC 29403  
843 277 0996  
www.simonsyoung.com



No.	Description	Date

© 2019 COPYRIGHT SIMONS YOUNG + associates

## STUDY HOUSE

### Proposed Plans

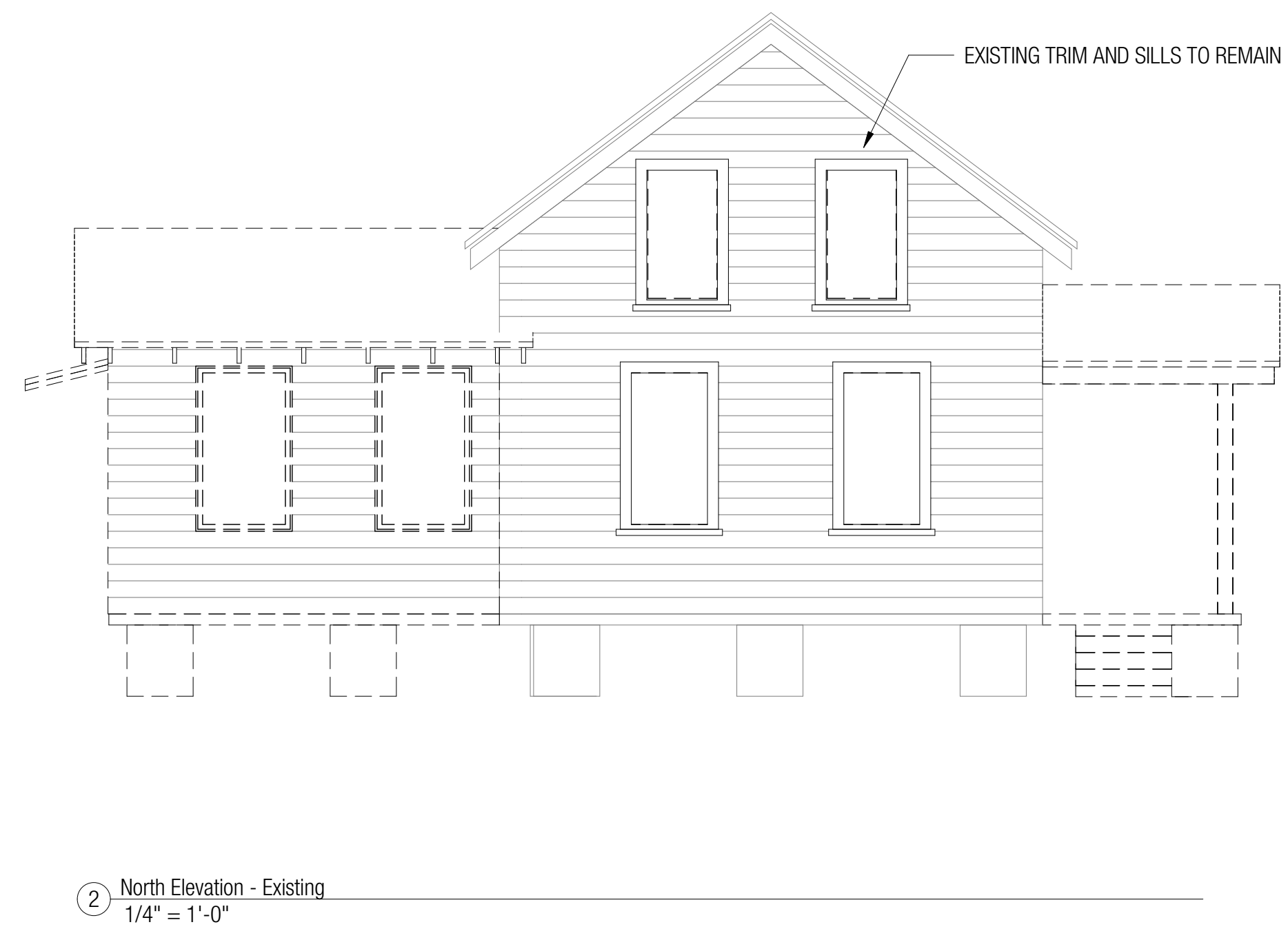
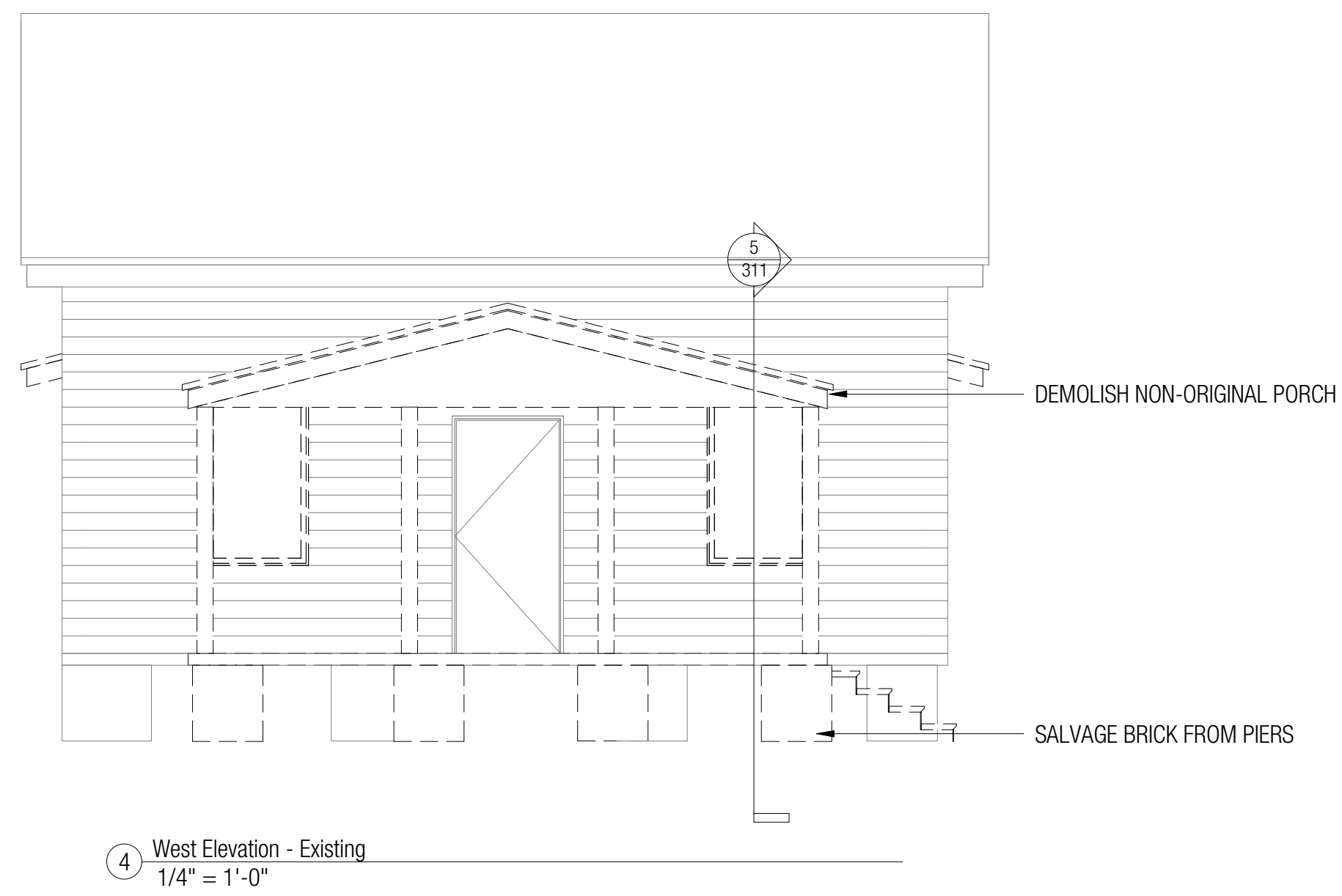
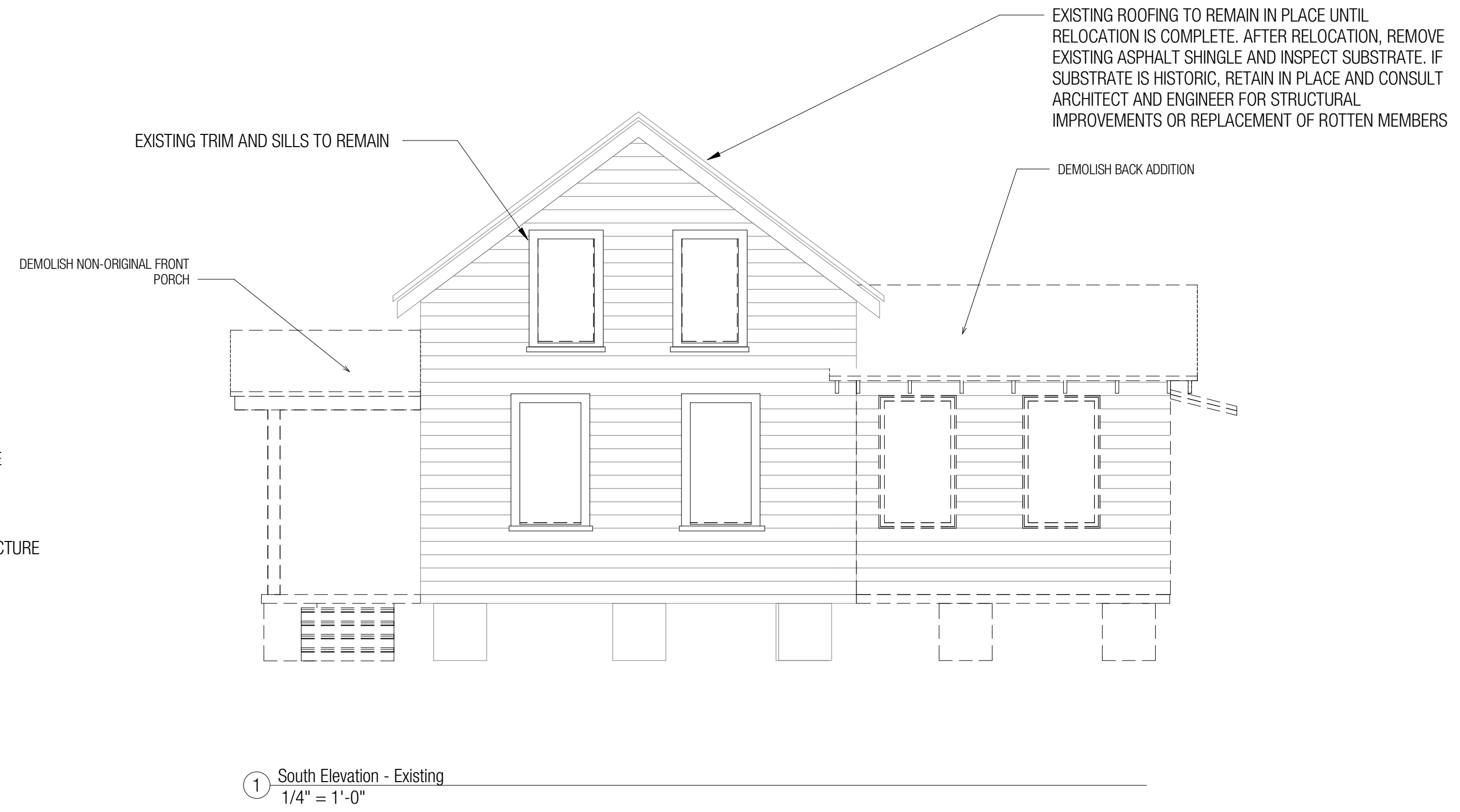
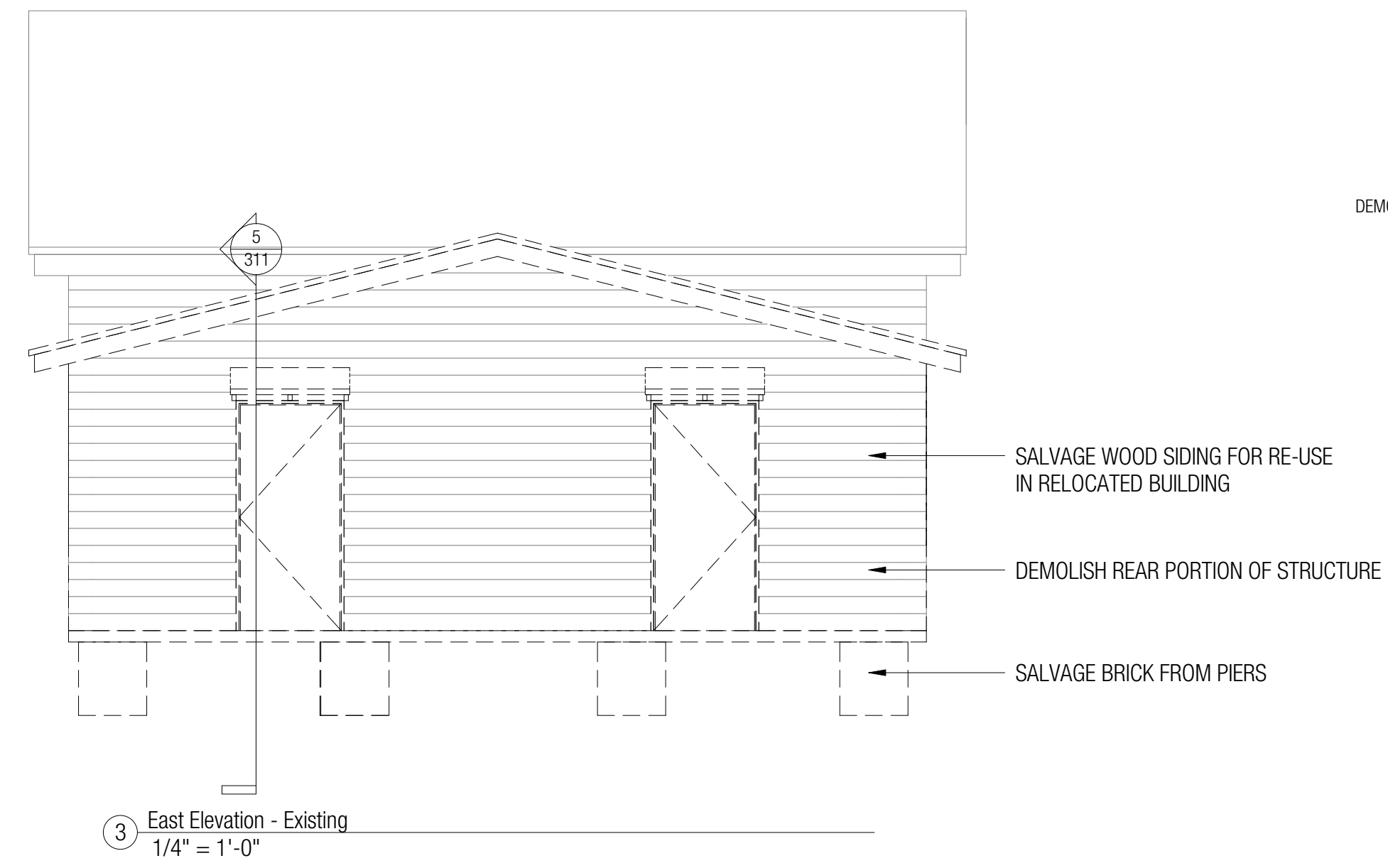
Project number	Project Number
Date	Issue Date
Drawn by	Author
Checked by	Checker

**A101.1**

Scale 1/4" = 1'-0"

# SIMONS YOUNG + associates

3 MORRIS STREET SUITE B  
CHARLESTON SC 29403  
843 277 0996  
www.simonsyoung.com



No.	Description	Date

© 2019 COPYRIGHT SIMONS YOUNG + associates

## STUDY HOUSE

### Existing Elevations

Project number	Project Number
Date	Issue Date
Drawn by	Author
Checked by	Checker

**A102**

Scale 1/4" = 1'-0"

# SIMONS YOUNG

+ associates

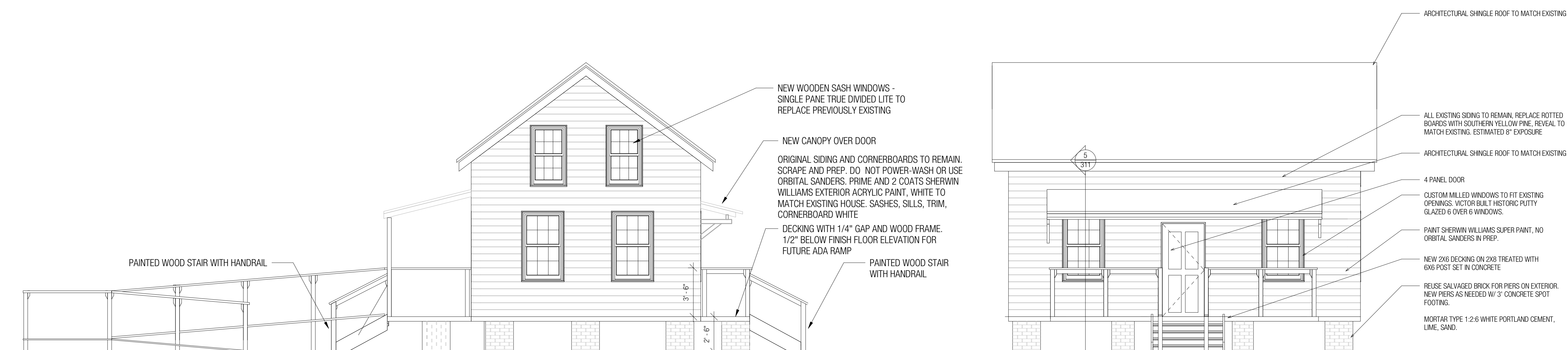
3 MORRIS STREET SUITE B  
CHARLESTON SC 29403  
843 277 0996  
www.simonsyoung.com



1 South Elevation - Proposed  
1/4" = 1'-0"



3 West Elevation - Proposed  
1/4" = 1'-0"



4 North Elevation - Proposed  
1/4" = 1'-0"

2 East Elevation - Proposed  
1/4" = 1'-0"

No.	Description	Date

(C) 2019 COPYRIGHT SIMONS YOUNG + associates

## STUDY HOUSE

### Proposed Elevations

Project number	Project Number
Date	Issue Date
Drawn by	Author
Checked by	Checker

A102.1

Scale 1/4" = 1'-0"

01/16/2022 8:37:15 AM Project Shared





**SIMONS  
YOUNG**  
+ associates

3 MORRIS STREET SUITE B  
CHARLESTON SC 29403  
843 277 0996  
www.simonsyoung.com

PRELIMINARY  
NOT FOR  
CONSTRUCTION



No.	Description	Date

© 2019 COPYRIGHT SIMONS YOUNG + associates

**STUDY HOUSE**

Existing Exterior  
Photography

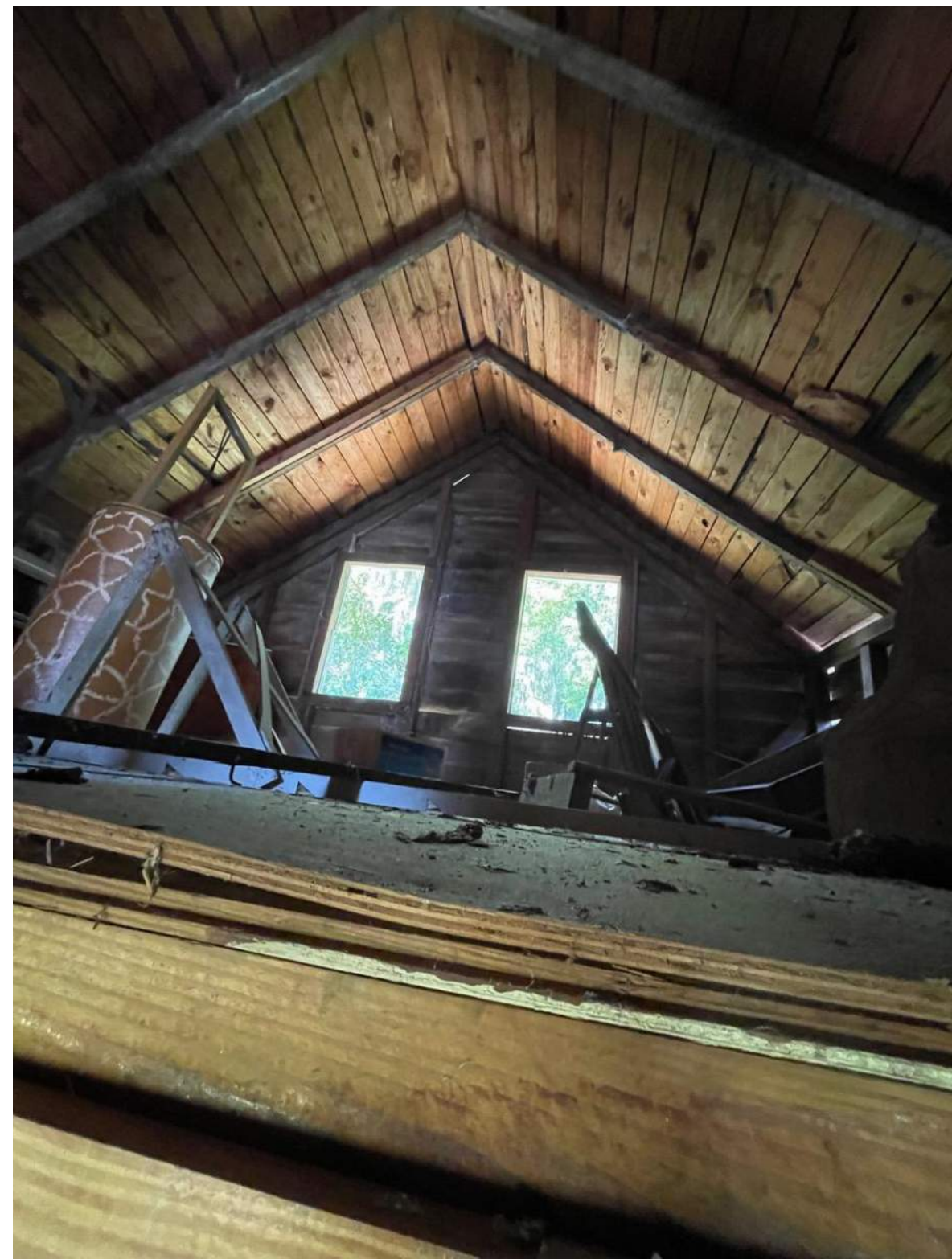
Project number	Project Number
Date	Issue Date
Drawn by	Author
Checked by	Checker

**A900**

Scale

PHOTOGRAPHY © 2019 SIMONS YOUNG + ASSOCIATES





No.	Description	Date

© 2019 COPYRIGHT SIMONS YOUNG + associates

## STUDY HOUSE

Existing Interior  
Photography

Project number	Project Number
Date	Issue Date
Drawn by	Author
Checked by	Checker

# A901

Scale