



**WHEREAS**, Ulmer Limited, a Partnership, owns approximately 30 acres, and proposes to sell, develop, or cause to be developed, thereon a mixture of residential, commercial and/or conservation uses; and

**WHEREAS**, Stroup Limited Partnership owns approximately 54 acres, generally known as the Mary Lou Ulmer Tract, and proposes to sell, develop, or cause to be developed, thereon a mixture of residential, commercial and/or conservation uses, said tract being under option contract to Oaks Construction pending execution of this Development Agreement; and

**WHEREAS**, MCFE, LLP owns approximately 95 acres, and proposes to sell, develop, or cause to be developed, thereon a mixture of residential, commercial and/or conservation uses; and

**WHEREAS**, William Godfrey owns approximately 17 acres, and proposes to sell, develop, or cause to be developed, thereon a mixture of commercial uses; and

**WHEREAS**, CMDCO, Inc. owns approximately 6 acres, and proposes to sell, develop, or cause to be developed, thereon a mixture of commercial and/or other uses; and

**WHEREAS**, the above-named owners have conferred together and wish to develop their individual parcels as part of a single unified development which includes a collective responsibility for the payment of certain fees, and development of a master plan for the entire tract (collectively hereinafter sometimes referred to as the "Property"), including unified architectural and design standards; and

**WHEREAS**, the County seeks to protect and preserve the natural environment and to secure for its citizens quality, well planned and designed development and a stable and viable tax base; and

**WHEREAS**, the County finds that the program of development proposed by both the owners collectively as well as each of the Owners individually for their portions of the Property is consistent with the County's comprehensive land use plan, and will further the health, safety welfare and economic well being of the County and its residents; and

**WHEREAS**, the unified development of the Property and the program for its development presents an unprecedented opportunity for the County to secure quality planning and growth, protection of the environment and a strengthened and revitalized tax base; and

**WHEREAS**, this Development Agreement is being made and entered between the Owners and Beaufort County, under the terms of the Act, for the purpose of providing assurances to the Owners so that they may proceed with both the unified development of the entire collective tract and their respective development plans under the terms hereof, as hereinafter defined, without encountering future changes in law which would materially affect the ability to develop under the plan, and for the purpose of providing important protection to the natural environment and long term financial stability and a viable tax base to the County of Beaufort.

**NOW THEREFORE**, in consideration of the terms and conditions set forth herein, and other good and valuable consideration, including the potential economic benefits to both Bluffton Township, the County of Beaufort and Owners by entering this Agreement, and to encourage well planned development by Owners, the receipt and sufficiency of such consideration being hereby acknowledged, Beaufort and Owners hereby agree as follows:

**I. INCORPORATION.**

The above recitals are hereby incorporated into this Agreement, together with the South Carolina

General Assembly findings as set forth under Section 6-31-10(6) of the Act.

## II. DEFINITIONS.

As used herein, the following terms mean:

"Act" means the South Carolina Local Government Development Agreement Act, as codified in Sections 6-31 -10 through 6-31-160 of the Code of Laws of South Carolina (1976), as amended; attached hereto as Exhibit A.

"Developer" means Owners and all successors in title or lessees of the Owner who undertake Development of the Property or who are transferred Development Rights.

"Development" means the definition of development as set forth in the Zoning Regulations.

"Development Agreement Resolution" means the resolution ratified by the County Council of Beaufort, establishing procedures for the execution of Development Agreements in the County.

"Development Applications" or "Initial Development Applications" means applications for development of individual portions of the Property, being the Preliminary Land Development Plan submission referenced in Section 21.116.1 of the ZDSO.

"Development Rights" , when capitalized, means development of the Property, or portions thereof, undertaken by the Owner(s) or Developer(s) in accordance with the Zoning Regulations and this Development Agreement.

"Master Plan" means those density and use allocations as set forth in Exhibits E-2 through E-14.

"Owners" means collectively Oaks Construction Corporation, Ulmer Associates, Ulmer Limited, Stroup Limited Partnership, William Godfrey, Paul Ramsey, Stafford Bluffton, LLC., and MCFE, LLP, or their successors and/or assigns. Owner(s) includes any successor in title to any of the above individual Owners, unless otherwise so stated within this agreement. If context dictates, Owner means the Owner of the individual property affected by the clause at issue.

"Owners Association" means an entity formed pursuant to the Zoning Regulations which is responsible for the construction and/or maintenance and/or upgrading of the infrastructure in Development Applications approved under the Zoning Regulations and this Development Agreement, to include but not be limited to roads, common areas, water, sewer and storm water management systems.

"Oaks Construction Tract" means that certain tract of land described in or on Exhibits E2, D1 and D2.

"Kitties Landing Construction Tract" means that certain tract of land described in or on Exhibits E3 and D3.

"Target Construction Tract" means that certain tract of land described in or on Exhibits E4 and D4.

"Godfrey Construction Tract" means that certain tract of land described in or on Exhibits E5 and D5.

"MCFE Construction Tract" means that certain tract of land described in or on Exhibits E6 and D6.

"CMDCO or Ramsey Construction Tract" means that certain tract of land described in or on Exhibits E7 AND D7.

"Stafford Construction Tract" means that certain tract of land described in or on Exhibits E8 and D8.

"Property" means that certain tract of land depicted on Exhibits B1 and C, collectively being all of the Owner's individual properties. If context dictates, Property means that Owner's individual Tract affected by the clause at issue.

"Term" means the duration of this agreement as set forth in Section III hereof.

"Zoning Regulations" means the Zoning and Development Standards Ordinance (ZDSO) ratified by the County Council of Beaufort, in effect at the time of the execution of this agreement, as amended by this Agreement.

### **III. TERM.**

The term of this Agreement shall commence on the date this Agreement is executed by the County and Owners, whichever occurs later, and terminates ten (10) years thereafter, in accordance with §6-31-60 of the Code of Laws of South Carolina; provided however, that the term of this agreement may be renewed for two (2) successive two (2) year periods, as to each individual Owner who may need such an extension, if requested during the Compliance Reviews mandated herein, absent a material breach of any term of this Agreement by the Owner or Developer during the initial or any renewal term, as applicable.

### **IV. DEVELOPMENT OF THE PROPERTY.**

The Property shall be developed in accordance with the Zoning Regulations and this Development Agreement. Certain provisions of the ZDSO have been interpreted or modified by this Agreement, as contained in the specific Exhibits E1 through E14 attached hereto. No such modification is, or shall be, inconsistent with the Beaufort-County Comprehensive Plan unless approved by the Planning Commission and/or County Council. The County shall, throughout the Term, maintain or cause to be maintained, a procedure for the processing of reviews as contemplated by the Zoning Regulations.

### **V. CHANGES TO ZONING REGULATIONS.**

The Zoning Regulations relating to the Property subject to this Development Agreement, except as provided for in Section 10 herein, shall not be amended or modified during the Term, without the express written consent of the Owners, which will not be unreasonably withheld. Owners do, for themselves and their successors and assigns, including Developer(s), and notwithstanding the Zoning Regulations, agree to be bound by the following:

1. Initial Development Applications for the individual Properties, or portions thereof, shall be submitted to the County's DRT for processing under the conditions of this agreement. Development Rights to the land encompassed by an Initial Development Application or Master Plan may thereafter be transferred to any other portion of the Property, or to another Developer of the Property, providing that such transfer is to property having a like use, i.e. commercial to commercial or residential to residential, and does not increase the proposed ranges of densities and intensities beyond that which would otherwise be allowed under the provisions of this agreement with its exhibits, or the Zoning Ordinances then in effect, or materially affect deleteriously the traffic management plan to be developed under the provisions of this agreement. Such transfer requires written notice to the County and written approval by the DRT, as set forth below, which will not be unreasonably withheld.

2. The Owner shall be required to apply to the County DRT in writing for approval of a Development Rights transfer when Development Rights are to be transferred to a Developer or within the Property. Such information shall include the identity and address of the Developer, a Developer contact person, and the location and number of acres of the Property, the number of residential units and/or

commercial acreage, and/or the conservation acreage, as applicable, subject to the transfer. A Developer transferring Development Rights to another Developer shall be subject to this requirement of notification, and any Developer acquiring Development Rights shall be required to file with the County an acknowledgment of this Development Agreement and shall be bound by it.

3. The Owner and Developers, and their respective heirs, successors and assigns, agree that all Development, with the exception of irrigation, incidental maintenance facilities and facilities existing at the date of this Development Agreement will be served by potable water and sewer prior to occupancy

4. The Owner and Developers, and their respective heirs, successors and assigns shall comply with the provisions of the Beaufort County Highway Corridor Overlay District as it may be applicable, except to the extent that this Development Agreement incorporates and addresses such matters.

5. The following modifications to the ZDSO are made:

See Exhibit E-1 through E-14 attached

It is acknowledged that nothing in this agreement shall be deemed or construed to affect the right of any person to seek a variance from the provisions of the Zoning Regulations in accordance with applicable state and local laws in effect at the time of the variance application.

6. The parties acknowledge that this Agreement is subject to the provisions of Section 6-31-130 of the Code of Laws of South Carolina.

#### **VI. DEVELOPMENT SCHEDULE.**

The Property shall be developed generally in accordance with the development schedule, attached as Exhibit F. These schedules are estimates of construction schedules, which may be altered to accommodate market conditions, permitting requirements, economic, financial or other considerations. Pursuant to the Act, the failure of the Owner(s) and Developer(s) to follow the development schedule shall not, in and of itself, constitute a material breach of this agreement. In such event, the failure to comply with the development schedule shall be judged by the totality of circumstances, including, but not limited to, the Owner's and Developer(s)' s good faith efforts made to attain compliance with the development schedule. Neither shall the acceleration of the developments as set forth constitute a breach.

#### **VII. EFFECT OF FUTURE LAWS.**

Beaufort County understands and acknowledges that Owners and Developers are relying upon this Agreement and will proceed to undertake development activities in accordance with the terms and conditions contained herein, which activities require the expenditure of substantial monies. The intent of the parties of this Agreement is that Owners' and Developers' reliance and substantial change in position based upon the terms and conditions contained herein shall create a vested right to construct and operate the development referenced herein pursuant to such terms and conditions. Owner and Developers shall have vested rights to undertake Development of any or all of the Property in accordance with the Zoning Regulations (as defined herein and modified hereby, and as may be modified in the future pursuant to the terms hereof) and this Development Agreement for the entirety of the Term. Future enactments of, or changes or amendments to County ordinances, including zoning or development standards ordinances, which conflict with the Zoning Regulations and the terms of this Agreement, shall apply to the Property only with the approval of the Owners if permitted pursuant to the Act and this Agreement.

The parties specifically acknowledge that this Agreement shall not prohibit the application of any present or future building, housing, electrical, plumbing, gas or other standard codes, of any tax or fee of general application throughout the County(unless specifically addressed within this Agreement), or of any law or ordinance of general application throughout the County found by the County Council to be necessary to protect the health, safety and welfare of the citizens of Beaufort. Notwithstanding the above, the County may apply

subsequently enacted laws to the Property only in accordance with the Act. The parties acknowledge that this Agreement is subject to the provisions of Section 6-31-80 of the Code of Laws of South Carolina.

### **VIII. INFRASTRUCTURE AND SERVICES**

County and Owner recognize that the majority of the direct costs associated with the Development of the Property will be borne by the Owner and Developers, and many necessary services will be provided by other governmental or quasi-governmental entities, and not by the County of Beaufort. For clarification, the parties make specific note of and acknowledge the following:

**A. Private Roads.** All roads within the Property, except for the East-West Connector and Burnt Church Road and Highway 46 improvements, shall be constructed by the Owners and/or Developers, and maintained by them and/or an Owner's Association, or dedicated to appropriate entities. The County of Beaufort will not be responsible for the construction or maintenance of any roads within the Property, except as noted above, and the Owner and/or Developer and/or Owner's Association shall continue the maintenance thereof, unless the County specifically accepts the road in a separate agreement.

**B. Public Roads.** All public roads within and/or outside the Property that serve the Property are under the jurisdiction of the State of South Carolina or the County of Beaufort regarding access, construction, improvements and maintenance. Owners acknowledge that they must comply with all applicable state statutes, and rules and regulations of the South Carolina Department of Transportation, or its successor, and those of Beaufort County. Future public roads may serve the Property. The County shall not be responsible for construction, improvements or maintenance of the public roads which now or hereafter serve the Property, except as set forth herein, unless it otherwise agrees.

To assist in mitigating the traffic impacts of Development, Owners agree to cooperate with the appropriate governmental entities in locating and dedicating to the County, or its assigns, sufficient rights of way across the Property of the Owners, in order to construct the East-West Connector with its associated infrastructure improvements, and intersection improvements at the intersections of Highway 278 and Highway 46, Burnt Church Road, and Foreman Hill Road. The road shall be located substantially in accordance as shown on the attached Exhibit B1. In return for the dedication of the right of way, County agrees to install, at its own expense, the East-West Connector through the Property, the associated Burnt Church Road and Highway 46 turn lanes, and other associated improvements for these roads, in accordance with the recommendations of the traffic impact and improvement study being performed as set forth in Section IX (C) herein, including, engineering, permitting, drainage, wetland mitigation, and road construction components.

In order to provide for a pedestrian precinct as contemplated by the ZDSO, Owners shall, at the time of submitting initial development plans for the individualized projects, provide for such easements across their properties, or dedicate such lands in fee to the County, as may be necessary for the installation by the County of the interconnecting system of pedestrian paths/sidewalks and bike paths, as generally described in the Redevelopment Plan being enacted by the County of Beaufort in contemplation of the creation of a Tax Increment Financing District which includes the Property, and as generally shown on the attached Exhibit B2. Installation and maintenance of the internal paths/sidewalks and bike paths which are intended for the benefit of the internal service needs of the individual projects rather than those arterial paths/sidewalks and bike paths for the general use of the public as part of the pedestrian precinct shall be the responsibility of the Owners/Developers. The Owners shall receive credit against their open space requirements for the areas of their properties so encumbered with these easements or dedicated to the County.

The parties hereto acknowledge and agree that the utilization of County funds, whether TIF, impact fees, bonded indebtedness, or such other funding source as the County deems advisable, to build this Connector and other associated road improvements, is an integral and essential element of this Development Agreement, and the failure to provide such funding may result in the rescission of this Agreement. The parties agree that the completion of the road and associated infrastructure improvements within the time frame necessary to provide access and utility service to the apartment buildings and commercial space to be constructed by Oaks Construction and the other Owners is an integral and essential element of this

agreement, as is the provision of continuous functional access to the properties to be developed along the East-West Connector during the time construction of the road is undertaken. Such construction access shall be made available by March 1, 2000, subject to issuance of any outside agency permitting.

Beaufort County shall make its design requirements for the East-West Connector and associated improvements available for proposal formulation no later than January 3, 2000. Oaks Construction shall submit a design/permitting proposal in accordance with the design requirements, and if its projected costs of design and permitting are substantially in accordance with prevailing costs for similar projects, the County shall enter into a contract for such services upon commercially reasonable payment terms. The project shall then be let for bid in accord with Beaufort County's Procurement procedures. Alternatively, the parties further agree that Oaks Construction may submit a build proposal for the East-West Connector, Highway 46 and Burnt Church Road construction, and associated improvements which shall meet or exceed applicable state and county design requirements. If Oaks Construction's proposal(s) and its unit costs are comparable to similar road projects presently under construction in Beaufort County, and the County receives a legal opinion from its attorneys that such proposal does not violate any procurement statute or ordinance, Beaufort County may include the road construction and associated improvement contract as an integral addendum to this Development Agreement. If placed for normal bidding, Beaufort County agrees to include provisions in the road improvement and/or utility installation contract specifications and plans which provide for a completion date of the road and associated infrastructure improvements no later than ten months after contract execution, and that failure to stay within the designed critical path for completion by more than one month (with due allowance for inclement weather delay) shall constitute a material breach of the Contract. County shall include contract provisions in the construction documents making Owners intended third party beneficiaries of said contract(s), which shall provide that the contractor's failure to complete the road and associated improvements in accordance with the required terms set forth herein, including completion dates, and to provide continuous functional construction access to the building sites of Owners, may subject the road building contractor to a claim from the Owners for damages that may be proven to have been incurred by Owners by virtue of the contractor's failure to perform, including, but not limited to, loss of revenue from the buildings that are unable to obtain a Certificate of Occupancy from the County as a result of the delay and any increased construction and or financing costs. In an effort to mitigate damages, Oaks Construction shall have the right, but not the obligation, to demand the County terminate the contract with the road contractor and allow Oaks to complete that portion of the road construction not timely completed by County's contractor. In such event the road contractor may be liable for the amount paid or incurred by Oaks to complete the road improvements and for such other damages as may be proven and provided for by law. In the event of default by the contractor, the County shall pay any amounts due under the Contract to Oaks, and the County agrees to participate as a party Plaintiff in any litigation against the defaulting contractor to recover all costs and damages due to Oaks as a result of the default.

**C. Potable Water.** Potable water will be supplied to the Property by Beaufort/Jasper Water and Sewer Authority or some other legally constituted provider allowed to operate in the County, at the election of the Owner. Each Owner will construct, or cause to be constructed, all necessary water service infrastructure within its Property, which will be maintained by it or the provider, with the exception of the main water line improvements within the East-West Connector right of way. The parties acknowledge that Owners have been directed by County to negotiate an agreement with the Beaufort Jasper Water and Sewer Authority for the installation of the main line installation in the right of way at the Authority's expense within the same time constraints as set forth immediately above, such improvements generally being described in the attached Exhibit G. The successful negotiation of this agreement with the Authority is acknowledged to be an essential and integral element of this Development Agreement, and the failure to successfully negotiate the agreement with the Authority may result in the rescission of this Agreement, at the Owner's option. The County of Beaufort shall not be responsible for any construction, treatment, maintenance or costs associated with water service to the Property, other than as set forth herein, unless it otherwise agrees. Nothing herein shall be construed as precluding the County from providing potable water to its residents in accordance with applicable provisions of laws.

Unless otherwise approved by the County for temporary or permanent service, Owner agrees that no wells shall be constructed within the Property which draw water from the Upper Floridian aquifer as

a primary Source of potable water after Beaufort-Jasper Water and Sewer Authority or other provider completes water service to the Property.

**D. Sewage Treatment and Disposal.** Sewage treatment and disposal will be provided by Beaufort/Jasper Water and Sewer Authority or some other legally constituted provider allowed to operate in the County, at the election of the Owner. Each Owner will construct, or cause to be constructed, all related infrastructure improvements within its Property, which will be maintained by it or the provider, with the exception of the main sewer line/force main/lift station improvements within the East-West Connector right of way and the lift station relocation between Kittie's Landings and the Target Construction Tract. The parties acknowledge that Owners have been directed by County to negotiate an agreement with the Beaufort Jasper Water and Sewer Authority for the installation of these sewer improvements in the right of way at the Authority's expense within the same time constraints as set forth immediately above, such improvements generally being described in the attached Exhibit H. The successful negotiation of this agreement with the Authority is acknowledged to be an essential and integral element of this Development Agreement, and the failure to successfully negotiate the agreement with the Authority may result in the rescission of this Agreement at the Owners' option. The County of Beaufort will not be responsible for any treatment, maintenance or costs associated with sewage treatment within the Property, except as set forth herein, unless it otherwise agrees. Nothing herein shall be construed as precluding the County from providing sewer services to its residents in accordance with applicable provisions of laws.

**E. Use of Effluent.** Deliberately left blank.

**F. Water Conservation.** Owners agree to encourage the use of indigenous plants for landscaping purposes, to help minimize irrigation requirements, and to encourage the use of other water conservation methods. Owners shall install, or cause to be installed, rain sensors on automatic sprinkler systems within the common areas of the Property. Owners will include in their restrictive covenants a provision that requires the inclusion of rain sensors whenever irrigation is installed.

**G. Landscape Waste.** Owners shall be responsible for the disposal of landscape/yard waste produced within the Property in any normal and legal manner. Owners shall have the flexibility to participate in regional projects, where practical, and the flexibility to modify the landscape/yard waste disposal method to comply with all applicable laws.

**H. Drainage System.** All storm water runoff and drainage improvements within the Property will be designed in accordance with the Zoning Regulations and the Beaufort County Best Management Practices Manual (latest revision then available), and best efforts shall be made to coordinate such systems with the County Master Drainage Program. All storm water runoff and drainage system improvements will be constructed by Owner or Developers and maintained by Owner, Developers and/or an Owner's Association. The County of Beaufort will not be responsible for any construction or maintenance costs associated with the drainage system solely within the Property, unless proper dedications and easements are granted in accordance with the provisions of Sections 14.310(E), 14.320 and 14.321. Road construction drainage improvements, mitigation costs, improvements to the SCDOT storm water system and modifications to existing detention ponds, shall be the responsibility of the County as set forth above in Section VIII (B).

**I. Solid Waste Collection.** The County shall provide solid waste collection to the Property on the same basis as is provided to other residents and businesses within the County. It is understood and acknowledged that the County does not presently provide waste disposal for single, multi-family or commercial developments.

**J. Police Protection.** The County shall provide police protection services to the Property on the same basis as is provided to other residents and businesses within the County.

In the event an Owner wishes to provide private security services for its Property, Owner



acknowledges the concurrent jurisdiction of the Sheriff's Department of Beaufort County on the Property, and shall not interfere or in any way hinder law enforcement activities on the Property.

**K. Recycling Services.** The County shall provide recycling services to the Property on the same basis as is provided to the residents and businesses of the County.

The County reserves the right to require recycling materials generated from the Property to comply with standards promulgated by it or Beaufort County, as applicable, if the solid waste is to be deposited in a facility designated by Beaufort County.

**L. Emergency Medical Services.** Such services are now provided by Beaufort County, and the County shall provide emergency medical services to the Property on the same basis as is provided to other residents and businesses within the County.

**M. Library Services.** Such services are now provided by Beaufort County.

**N. School services.** Such services are now provided by Beaufort County School District.

**O. Fire Services.** Such services are now provided by The Bluffton Township Fire District.

#### **IX. DEDICATIONS AND FEES AND RELATED AGREEMENTS**

The County of Beaufort and Owner understand and agree that Development of the Property shall impose certain costs to the County, including those for road and associated infrastructure improvements. Eventually, ad valorem taxes collected from the Property may meet or exceed the burdens placed upon the County, but certain initial costs and capital expenditures are now required in order to ensure that the present residents of the County are not called upon to pay higher taxes to accommodate the Development of the Property. The following items are hereby agreed upon to be provided by Owners, their successors and assigns, to offset such future costs and expenditures:

##### **A. Dedication of Sites for Government Facilities and Participation in Cost.**

**Governmental Multi-Purpose Parcel.** Within twelve (12) months of the execution of this Development Agreement, MCFE shall deed, by general warranty, to the County of Beaufort, five (5) acres of buildable land, plus or minus 0.2 acres, within its Tract, accessible from the East-West Connector, for the construction of a governmental multi-purpose facility. The location of the land shall be at Owner's discretion, provided however, the land should be located at or near the parcel as shown on the attached Exhibit B1. Title to the land shall be insurable, and the Owner shall be responsible for all costs associated with the transfer of title to the County. Owner shall be given credit against the open space requirements of the County for the land so dedicated, except for the area calculated to be the building floor pad and parking lot footprint. In the event the facility is not built by the time this agreement expires, Owner, at its option, may require the County to reconvey the property back to the Owner, or its successor or assigns, upon the further condition that such area as was identified as open space within this parcel shall remain as open space. Owner may then, at its own expense, construct such facility, recreational or otherwise, which is compatible with the site capacity of the parcel previously dedicated.

##### **B. Dedication of Site(s) For Recreational Facilities and Participation in Cost**

**YMCA or other recreational Parcel.** Within twelve (12) months of the execution of this Development Agreement, Oaks Construction shall deed, by general warranty, approximately five (5) acres of high ground within its Tract to the Young Men's Christian Association, or its designee, or some for the construction of a YMCA facility, conditioned expressly upon the negotiation and execution of a contract with Owner to design and build the facility. In the event the YMCA declines to negotiate and accept such a contract within the twelve months allowed, the property shall be offered to other public or non-profit organizations for

the negotiation of similar contract for the construction of a similar facility. In the event no such contract shall be executed, Oaks shall be allowed to either leave the property in its natural state, construct such recreational use facility as it may choose. It is the intent of this paragraph to ensure that under any of these options, the land shall eventually be functionally usable recreational open space. The location of the land shall be at Owner's discretion, provided however, the land must be located at or near the parcel as shown on the attached Exhibit B1. Title to the land shall be insurable, and the Owner shall be responsible for all costs associated with the transfer of title to the YMCA, or such other similar entity or its designee. Owner shall be given credit against the open space requirements of the County for the land so dedicated, except the area calculated to be the building floor pad and parking lot footprint.

Landfill Site. Owners collectively shall pay up to \$10,000.00 to the County for site preparation of the adjacent tract of land generally known as the former Bluffton landfill site, as more particularly shown on Exhibit B1, with the understanding that this fee is only due should the County elect to improve this site as a general recreational area for the general citizenry of the County. Owner(s) may elect to provide in-kind services for site preparation in lieu of cash. Owners and County acknowledge ownership of the landfill site to lie with the Town of Bluffton, and that no work shall be undertaken without the express permission of the Town of Bluffton.

**C. Administrative Charge for Present Improvements and Necessary Planning.**

**Traffic Impact Study.**

Owners collectively shall pay the actual costs to the County of performing a traffic study by its traffic consultants, acknowledging that a portion of the pre-existing contract (per contract with Transystems Corporation, dated October 12, 1999) with the County's consultants already provided for a study of this area. The purpose of this study shall be to evaluate the road improvements necessary on Highway 46, Burnt Church Road and construction of the East-West Connector through the Property that are to be included in the TIF improvements and to make recommendations regarding any additional improvements to be made to the road accesses as shown on Exhibit B1. This initial traffic study shall be completed as quickly as possible. No further traffic impact analysis will be required for individual Development Applications that are submitted in conformity with the density and intensity ranges contained in Exhibits E-2 through E-14. With the exception of the pending application for development of the Target tract, no projects will be approved by the County until the traffic study is completed. The parties acknowledge this paragraph in no way eliminates the requirement to pay any fees that may otherwise be due in the normal course of preparing a Traffic Impact Analysis under the requirements of ZDSO Section 21.112 (G)(4) for any individual Development Applications which are not in conformity with the density and intensity ranges contained in Exhibits E-2 through E-14, or if there has been a transfer of Development Rights within the Property that alters upward by more than 50 trips per peak hour, provided that such fees are in accord with those charged Countywide for processing like applications. Any access permitted at the time of the execution of this agreement, or already approved by CRB or DRTAs part of any pending project, shall not be withdrawn without the consent of the affected Owner as a result of this study.

**D. Development Charges.**

Intentionally left blank

**E. Fees in Lieu of Impact Fees.**

Pursuant to Section 6-1-1050 of the Code of Laws of South Carolina, and in accordance with Beaufort County's Development Impact Fee Ordinances, any impact fee which is payable to Beaufort County shall not be collected pursuant to those ordinances, but instead there shall be allocated, to a special account maintained by County, funds in accordance with impact fee calculations in accordance with the then current impact fee schedule, except as to the agreed traffic generation factors as set forth on the attached Exhibits E-2 through E-8, which establish uniform traffic generation factors to be used for all development applications and/or building permits within each of the discrete tracts described in said exhibits. A copy of the appropriate

exhibit shall be appended to the development or building permit application to facilitate calculations. In calculating the fees in lieu, appropriate credits shall be given for those reductions allowed under the Development Impact Fee Ordinances, such as affordable housing, automatic sprinkler systems, and the like. It is further agreed that the traffic generation factors are caps, in that should the factors for impact fees be recalculated downward, either in the normal course of updating, as a result of the general traffic analysis being performed in accordance with Section IX(C) affecting either cost per vehicle trip, total number of trips generated, or other appropriate factor, or as a result of a specific site analysis as allowed under the Development Impact Fee Ordinances, those lower calculation factors shall be utilized. Credit shall also be given as a result of changes made to the Capital Improvement Program costs as a result of County providing funding for any facilities program subject to impact fees through either TIF funds or special taxing district. Those funds collected pursuant to this section shall be utilized for the following uses, at the sole discretion of the County, which include those which would otherwise be funded by impact fees, including, but not limited to, payment of the bond costs or debt service incurred for the Bluffton Area Tax Incremental Financing district being created contemporaneously herewith, acquisition of real or personal property for open space, libraries, parks and recreational facilities, fire protection or road improvements, or such other uses which directly benefit the lands subject to this Agreement, the Bluffton Township and/or the impact fee area that would otherwise have received the impact fees. It is further agreed that there shall be no impact fees collected for the YMCA or equivalent facility to be constructed under the provisions of Section IX(B) herein.

#### **F. Other Charges or Fees.**

Nothing herein shall be construed as relieving the Owners, their successors and assigns, from payment of any such fees or charges in effect at the time of collection as may be assessed by entities other than the County. Moreover, the Owners, their successors and assigns, shall be subject to the payment of any and all present or future fees enacted by the County that are of Countywide application and that relate to processing applications, development permits, building permits, review of plans, or inspections or other matters. However, it is agreed that Owners, their successors and/or assigns shall not be subjected to the proposed Acquisition of Development Rights program for Beaufort County, having provided to County other sufficient monies, services, reductions in densities and intensities, and lands to adequately accommodate its goals, including the provision of approximately 16 acres of open space beyond that required under the ZDSO within the unified development .

#### **G. Special Districts.**

Nothing in this Agreement shall be construed to prevent the establishment by the County of a tax increment or other district on the Property in accordance with applicable provisions of the Code of Laws of South Carolina, 1976, as amended.

### **X. PROTECTION OF ENVIRONMENT AND QUALITY OF LIFE.**

The County of Beaufort and Owners recognize that Development can have negative as well as positive impacts. Specifically, Beaufort considers the protection of the natural environment and nearby waters, and the preservation of the character and unique identity of the County of Beaufort, to be mandatory goals, to be achieved without compromise. Owners share this commitment and therefore agrees to the following:

**1. Storm Water Quality.** Protection of the quality in nearby waters is a primary goal of the County. The Owners and Developers shall be required to abide by all provisions of federal and state laws and regulations, including those established by the Department of Health and Environmental Control, the Office of Ocean and Coastal Resource Management, and their successors for the handling of storm water. In order to protect water quality of the rivers, the Owners agree to prepare a Master Plan of the storm water drainage systems for each Initial Development Applications, construct storm water drainage systems in accordance with the approved Plans, and maintain the systems allowing proper operation and function. In order to meet the water quality and anti-degradation goals which are impacted by the amount of impervious surfaces, Owners, their successors and assigns, commit to design storm water management systems in accordance with Beaufort County Best Management Practices, latest revision then available. Further, Owners agree to

provide pretreatment BMP's, including supplemental Open Space (in accordance with Beaufort County's Manual for Storm Water Best Management Practices, latest revision then available), where required by engineering design and calculations. In addition to the water quality safeguards as committed to by Owners above, notwithstanding Section V hereof, Owners and Developers shall adhere to any and all future ordinances or regulations of the County (or portions thereof) governing detention, filtration, and treatment of storm water provided those ordinances and regulations apply County wide and are consistent with sound engineering practices. It is specifically agreed however, that any such ordinances of the County that directly or indirectly affect the setback, buffer or open space requirements permitted pursuant to the Zoning Regulations and/or this Agreement will not be applicable to the Owners and Developers and the Property without the Owners and Developers' express written consent thereto; provided, however, open space requirements may be modified as a result of specific implementation requirements for future storm water management BMP's related to detention and treatment of storm water that apply County wide and are consistent with sound engineering practices, unless such change in requirements is less than 20% and the appropriate increase in density/intensity is granted by the County to provide for no net loss of density or space.

2. **River Corridor Protection.** Not Applicable.

3. Deliberately left blank.

4. **Covenants.** Deliberately left blank

5. **Tree Protection.** Except for lands used for silviculture and subject to the provisions of the agreement regarding continuing silviculture operations which shall be controlled by State regulations and best management practices, Owners, their successors and assigns, to include Developers, must comply with the provisions of the Zoning Regulations appertaining to trees.

6. **Silviculture.** Deliberately left blank.

7. **Docks/Water Access.** Deliberately left blank.

8. **Community Access.** Deliberately left blank.

9. **Hunting.** Deliberately left blank.

10. **Bluffton Character Protections.** Owners and the County agree and recognize that it is imperative to preserve and enhance the basic character of Bluffton Township and the quality of life that has made it both unique and appealing. Owners agree to use their best efforts to coordinate their planning and building designs to reflect and complement the theme and style of the Bluffton area, and to work with the County to preserve that character, recognizing that a portion of the Property is designated for commercial uses, and that certain Properties have already had concept design plans approved by the Corridor Review Board, Beaufort County Development Review Team, or are already permitted. New developments normally subject to CRB review may be submitted pursuant to normal CRB procedures and guidelines, or pursuant to the alternative as set forth in Exhibit E-1 providing for pre-approved design guidelines and procedures.

11. **Commitment to Company Investment and Presence in County.** Owners agree to use their best efforts to participate in community activities and daily life through civic involvement of their employees, and generally to encourage and support the traditional activities within the County and Town which help to define its character.

12. **Commitment to Employment Opportunity for Residents.** Owners are equal opportunity employers and demand the same from all its contractors. Owners also recognize that it is important that citizens of Bluffton have the opportunity for gainful employment and future advancement in the immediate Bluffton area. In order to facilitate opportunity for Bluffton residents, Owners agree to use their best efforts to post notices of all job opportunities within the Property in a conspicuous location at Town Hall, and

to review all applications of County applicants, including Bluffton-based contractors and businesses.

**13. Property Transfers.** Deliberately left blank.

**XI. Compliance Reviews.** Pursuant to the requirements of § 6-31-90, the Owners, or their designee(s), shall meet with the County, or its designee, at least once per year during the Term, to review Development completed in the prior year and the Development anticipated to be commenced or completed in the ensuing year. The Owners, or their designee(s), shall be required to provide such information as may reasonably be requested, to include but not be limited to, acreage of the Property sold in the prior year, acreage of the Property under contract, the number of certificates of occupancy issued in the prior year, and the number anticipated to be issued in the ensuing year, Development Rights transferred in the prior year, and anticipated to be transferred in the ensuing year. The Owners, or its designee(s), shall be required to compile this information for their respective Development and that of their Developers.

**XII. Defaults.** The failure of an Owner, Developer or County to comply with the terms of this Agreement shall constitute a default, entitling the non-defaulting party to pursue such remedies as deemed appropriate, including specific performance and the termination of this Development Agreement in accordance with the Act; provided however no termination of this Development Agreement may be declared by the County absent its according the Owner(s) and Developer(s) the notice, hearing and opportunity to cure in accordance with the Act; and provided further that nothing herein shall be deemed or construed to preclude the County or its designee from issuing individual stop work orders or voiding specific permits issued for Development when such Development contravenes the provisions of the Zoning Regulations or this Development Agreement.

A default of the Owner shall not constitute a default by a Developer, and a default by a Developer shall not constitute a default by the Owner. Neither shall a default by one Owner or Developer constitute a default as to the Owners collectively, with the exception of payment of the administrative fees under Section IX (B) and (C), which are acknowledged to be the collective responsibility of the Owners as one entity. Notwithstanding the foregoing, it is acknowledged by all persons, firms or entities claiming or accorded interests in this Development Agreement that the following events shall constitute a default as to the Owner(s) and all Developers, entitling the County to pursue the termination of this Development Agreement, as to that Owner's or Developer's individual Property, in accordance with the Act:

- (1) the failure of the Owner to timely remit or deed to the County or other entity or agency any or all costs, fees expenses or land per the terms of this Development Agreement;
- (2) the failure of the Owners to donate funds or in kind services in lieu of cash for the site preparation of the former landfill if requested by the County per the terms of this Development Agreement;
- (3) if at any time during the Term there shall be filed by or against the Owner in any court, pursuant to any state or federal statute, a petition in bankruptcy or insolvency or for reorganization or appointment of a receiver or trustee of all or part of the assets of Owner, or if Owner makes an assignment for the benefit of creditors.

**XIII. Modification of Agreement.** This Development Agreement may be modified or amended only by the written agreement of the County and the Owners. No statement action or agreement hereafter made shall be effective to change, amend, waive, modify, discharge, terminate or effect an abandonment of this Agreement in whole or in part unless such statement, action or agreement is in writing and signed by the party against whom such change, amendment, waiver, modification, discharge, termination or abandonment is sought to be enforced.

**XIV. Notices.** Any notice, demand, request, consent, approval or communication which a signatory party is required to or may give to another signatory party hereunder shall be in writing and shall be delivered or addressed to the other at the address below set forth or to such other address as such party may from time

to time direct by written notice given in the manner herein prescribed, and such notice or communication shall be deemed to have been given or made when communicated by personal delivery or by independent courier service or by facsimile or if by mail on the fifth (5th) business day after the deposit thereof in the United States Mail, postage prepaid, registered or certified, addressed as hereinafter provided.

All notices, demands, requests, consents, approvals or communications to the County shall be addressed to:

the County at:

County of Beaufort  
Post Office Drawer 1228  
Beaufort, SC 29901-1228  
Attention: County Administrator

And to the Owners at:

Oaks Construction  
Attention: Brian Harter  
Three Godfrey Place  
Bluffton, SC 29910

MCFE, LLP  
Attn: Sherwood N. Fender, Esq.  
1509 King Street  
Beaufort, SC 29902

Ulmer Associates  
Attn: Ann Smith  
5624 Foster Store Road  
Liberty, NC 27298

Ulmer Limited  
Attn: Ann Smith  
5624 Foster Store Road  
Liberty, NC 27298

Mary Lou Ulmer  
c/o Oaks Construction  
Three Godfrey Place  
Bluffton, SC 29910

William Godfrey  
One Godfrey Place  
Bluffton, SC 29910

CMDCO, Inc.  
c/o Paul Ramsey  
1930 Highway 11  
Landrum, SC 29356

Stafford Bluffton, LLC.  
c/o David Oliver, Member  
80 West Wieuca Road, Suite 302  
Atlanta, GA 30342

With Copy To:

David L. Tedder, Esquire

Attorney at Law  
Post Office Box 1282  
Beaufort, SC 29901-1282

**XV. General:**

**Subsequent Laws.** In the event state or federal laws or regulations are enacted after the execution of this Development Agreement or decisions are issued by a court of competent jurisdiction which prevent or preclude compliance with the Act or one or more provisions of this Agreement ("New Laws"), the provisions of this Agreement shall be modified or suspended as may be necessary to comply with such New Laws. Immediately after enactment of any such New Law, or court decision, a party designated by the Owners and Developers and the County shall meet and confer in good faith in order to agree upon Such modification or suspension based on the effect such New Law would have on the purposes and intent of this Agreement. During the time that these parties are conferring on such modification or suspension or challenging the New Laws, the County may take reasonable action to comply with such New Laws. Should these parties be unable to agree to a modification or suspension, either may petition a court of competent jurisdiction for an appropriate modification or suspension of this Agreement. In addition, the Owners, Developers and the County each shall have the right to challenge the New Law preventing compliance with the terms of this Agreement. In the event that such challenge is successful, this Agreement shall remain unmodified and in full force and effect.

**Estoppel Certificate.** The County, the Owners or any Developer may, at any time, and from time to time, deliver written notice to the other applicable party requesting such party to certify in writing:

- (1) that this Agreement is in full force and effect,
- (2) that this Agreement has not been amended or modified, or if so amended, identifying the amendments,
- (3) whether, to the knowledge of such party, the requesting party is in default or claimed default in the performance of its obligations under this Agreement, and, if so, describing the nature and amount, if any, of any such default or claimed default, and
- (4) whether, to the knowledge of such party, any event has occurred or failed to occur which, with the passage of time or the giving of notice, or both, would constitute a default and, if so, specifying each such event.

**Entire Agreement.** This Agreement sets forth, and incorporates by reference all of the agreements, conditions and understandings among the County and the Owners relative to the Property and its Development and there are no promises, agreements, conditions or understandings, oral or written, expressed or implied, among these parties relative to the matters addressed herein other than as set forth or as referred to herein. This paragraph shall not apply to any oral or written agreements among the Owners or any of them concerning the allocation of certain costs associated with the Agreement or the Development contemplated by the Agreement.

**No Partnership or Joint Venture.** Nothing in this Agreement shall be deemed to create a partnership or joint venture between the County, the Owner or any Developer, or between Owners, or Owners and any Developers, or to render such party liable in any manner for the debts or obligations of another party, except for the administrative fees under Section XI(B) and (C).

**Exhibits .** All exhibits attached hereto and/or referred to in this Agreement are incorporated herein as though set forth in full.

**Construction.** The parties agree that each party and its counsel have reviewed and revised this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendments or exhibits hereto.

**Assignment** . Other than as defined herein, no other rights, obligations, duties or responsibilities devolved by this Agreement on or to the Owners, Developer(s) or the County are assignable to any other person, firm, corporation or entity.

**Governing Law**. This Agreement shall be governed by the laws of the State of South Carolina.

**Counterparts**. This Agreement maybe executed in several counterparts, each of which shall be deemed an original, and such counterparts shall constitute but one and the same instrument.

**Agreement to Cooperate**. In the event of any legal action instituted by a third party or other governmental entity or official challenging the validity of any provision of this Agreement, the parties hereby agree to cooperate in defending such action; provided, however, each party shall retain the right to pursue its own independent legal defense.

**Eminent Domain**. Nothing contained in this Agreement shall limit, impair or restrict the County's right and power of eminent domain under the laws of the State of South Carolina.

**No Third Party Beneficiaries**. The provisions of this Agreement may be enforced only by the County, the Owners and Developers (including their successors and/or assigns). No other persons shall have any rights hereunder.

## **XVI. STATEMENT OF REQUIRED PROVISIONS**

**A. Specific Statements**. The Act requires that a development agreement include certain mandatory provisions, pursuant to Section 6-31-60 (A). Although certain of these items are addressed elsewhere in this Agreement, the following listing of the required provisions is set forth for convenient reference. The numbering below corresponds to the numbering utilized under Section 6-31-60 (A) for the required items:

1. **Legal Description of Property and Legal and Equitable Owner**. The legal description of the Property is set forth in Exhibits D1 through D8 attached hereto. The present legal owner of each of the individual Properties is as follows:

Exhibit D1, TMP 600-39-0130  
Oaks Construction Corporation

Exhibit D-2, TMP 600-39-129  
Stroup Limited Partnership (Oaks Construction has option contract)

Exhibit D3, TMP 600-31-33  
Ulmer Associates

Exhibit D4, TMP 600-32-301(formerly part of 600-32-87), 600-32-87(portion of), 600-31-200  
Ulmer Limited, P/S

Exhibit D-5, TMP 600-31-37, 600-31-81through 87, 600-31-92, 600-31-93, 600-31-95, 600-31-96, 600-39-280, 600-39-281, 600-39-282, 600-39-283, 60-39-49A  
William Godfrey

Exhibit D-6, TMP 600-40-451through 462, 600-40-143A, 600-40-143B  
MCFE, LLP

Exhibit D-7, TMP 600-31-172



CMDCO, Inc.

Exhibit D-8, TMP 600-40-7 and 600-40-144

Billy L. Watson (Stafford Bluffton, LLC has option) (Parcel 7)

JRT Properties, L.P., Julia U. Rhoad and Franklin N. Rhoad, Sr. (Stafford Bluffton LLC has option) (Parcel 144)

2. Duration of Agreement. The duration of this Agreement is 10 years, with two-two year renewal terms, if approved .

3. Permitted Uses, Densities Building Heights and Intensities. A complete listing and description of permitted uses, population densities, building intensities and heights, as well as other development related standards, are contained as set forth in Exhibits E1 through E14, and as shown on Exhibits B1.

4. Required Public Facilities. The utility services available to the Property are described generally above regarding electrical service, telephone and solid waste disposal. The mandatory procedures of the Zoning Regulations and this Agreement, incorporating the creation of a Tax Increment Financing District and/or the use of Beaufort County Development Impact Fees, fees in lieu, or other funding sources at the County's option will ensure availability of roads and utilities to serve the residents on a timely basis.

5. Dedication of Land and Provisions to Protect Environmentally Sensitive Areas. The only dedications of land for public purposes are the donations of a land which are described in items VIII and IX above. Zoning Regulations described above, and incorporated herein, contains numerous provisions for the protection of environmentally sensitive areas. All relevant State and Federal laws will be fully complied with, in addition to the provisions set forth in this Agreement.

6. Local Development Permits. The Development is set forth in the Zoning Regulations. Specific permits must be obtained prior to commencing Development, consistent with the standards set forth

in the Zoning Regulations. Building permits must be obtained under Beaufort law for any vertical construction, and appropriate permits must be obtained from the State of South Carolina (OCRM) and the Army Corps of Engineers, when applicable, prior to any impact upon salt or freshwater wetlands. It is specifically understood that the failure of this Agreement to address a particular permit, condition, term or restriction does not relieve the Owners, their successors and assigns, of the necessity of complying with the law governing the permitting requirements, conditions, terms or restrictions.

7. Comprehensive Plan and Development Agreement. The Development permitted and proposed under the Zoning Regulations, is consistent with the Comprehensive Plan and with current land use regulations of Beaufort, South Carolina.

8. Terms for Public Health, Safety and Welfare. The County Council finds that all issues currently relating to public health, safety and welfare have been adequately considered and appropriately dealt with under the terms of this Agreement, the Zoning Regulations, and existing law.

9. Historical Structures. No specific terms relating to historical structures are pertinent to this Development Agreement, All historic structures and issues will be addressed through the permitting process of at the time of development the Zoning Regulations and no exception from any existing standard is hereby granted.

**IN WITNESS WHEREOF, the parties hereby set their hands and seals, effective the date first above written.**

WITNESSES

OAKS CONSTRUCTION COMPANY, INC.

By: \_\_\_\_\_  
Its: President



WITNESSES

ULMER ASSOCIATES

By: \_\_\_\_\_  
Its: General Partner

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

STATE OF )  
                  )  
COUNTY OF )

ACKNOWLEDGMENT

I HEREBY CERTIFY, that on this \_\_\_\_\_ day of \_\_\_\_\_, 1999, before me, the undersigned Notary Public of the State and County aforesaid, personally appeared Ulmer Associates, by \_\_\_\_\_, its General Partner, and \_\_\_\_\_, its \_\_\_\_\_, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within document, who acknowledged the due execution of the foregoing document.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above mentioned.

\_\_\_\_\_  
Notary Public for  
My Commission Expires: \_\_\_\_\_

WITNESSES

ULMER LIMITED PARTNERSHIP

By: \_\_\_\_\_  
Its: General Partner

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

STATE OF )  
                  )  
COUNTY OF )

ACKNOWLEDGMENT

I HEREBY CERTIFY, that on this \_\_\_\_\_ day of \_\_\_\_\_, 1999, before me, the undersigned Notary Public of the State and County aforesaid, personally appeared Ulmer Limited Partnership, a Partnership, by \_\_\_\_\_, its General Partner, and \_\_\_\_\_, its \_\_\_\_\_, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within document, who acknowledged the due execution of the foregoing document.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above mentioned.

\_\_\_\_\_  
Notary Public for  
My Commission Expires: \_\_\_\_\_

**[SIGNATURES CONTINUE ON FOLLOWING PAGE]**

WITNESSES

STROUP LIMITED PARTNERSHIP

\_\_\_\_\_

STATE OF SOUTH CAROLINA. )

)

ACKNOWLEDGMENT

COUNTY OF BEAUFORT. )

)

I HEREBY CERTIFY, that on this \_\_\_\_\_ day of \_\_\_\_\_, 1999, before me, the undersigned Notary Public of the State and County aforesaid, personally appeared Mary Lou Ulmer, General Partner of Stroup Limited Partnership, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within document, who acknowledged the due execution of the foregoing document.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above mentioned.

\_\_\_\_\_  
Notary Public for South Carolina  
My Commission Expires: \_\_\_\_\_

WITNESSES

WILLIAM GODFREY

\_\_\_\_\_

STATE OF SOUTH CAROLINA. )

)

ACKNOWLEDGMENT

COUNTY OF BEAUFORT. )

)

I HEREBY CERTIFY, that on this \_\_\_\_\_ day of \_\_\_\_\_, 1999, before me, the undersigned Notary Public of the State and County aforesaid, personally appeared William Godfrey, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within document, who acknowledged the due execution of the foregoing document.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above mentioned.

\_\_\_\_\_  
Notary Public for South Carolina  
My Commission Expires: \_\_\_\_\_

**[SIGNATURES CONTINUE ON FOLLOWING PAGE]**

WITNESSES

JRT PROPERTIES, LP and  
JULIA U RHOAD and FRANKLIN N. RHOAD, SR.

By: \_\_\_\_\_  
Its: Attorney in fact per attached Power of Attorney

Attest: \_\_\_\_\_  
Their: Attorney in fact per attached Power of Attorney

STATE OF SOUTH CAROLINA.            )  
  )        **ACKNOWLEDGMENT**  
COUNTY OF BEAUFORT.                )

I HEREBY CERTIFY, that on this \_\_\_\_\_ day of \_\_\_\_\_, 1999, before me, the undersigned Notary Public of the State and County aforesaid, personally appeared JRT PROPERTIES, LP and JULIA U RHOAD and FRANKLIN N. RHOAD, SR., by \_\_\_\_\_, their duly authorized Attorney in fact, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within document, who acknowledged the due execution of the foregoing document.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above mentioned.

\_\_\_\_\_  
Notary Public for South Carolina  
My Commission Expires: \_\_\_\_\_

WITNESSES

BILLY WATSON

By: \_\_\_\_\_  
David Oliver, his Attorney in Fact per attached Power of Attorney

STATE OF SOUTH CAROLINA.            )  
  )        **ACKNOWLEDGMENT**  
COUNTY OF BEAUFORT.                )

I HEREBY CERTIFY, that on this \_\_\_\_\_ day of \_\_\_\_\_, 1999, before me, the undersigned Notary Public of the State and County aforesaid, personally appeared David Oliver, duly authorized attorney in fact for Billy Watson, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within document, who acknowledged the due execution of the foregoing document.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above mentioned.

\_\_\_\_\_  
Notary Public for South Carolina  
My Commission Expires: \_\_\_\_\_

**[SIGNATURES CONTINUE ON FOLLOWING PAGE]**

WITNESSES

MCFE, LLP

By: \_\_\_\_\_  
Its: Managing Member

Attest: \_\_\_\_\_  
Its: Member

STATE OF SOUTH CAROLINA. )

COUNTY OF BEAUFORT. )

ACKNOWLEDGMENT

I HEREBY CERTIFY, that on this \_\_\_\_\_ day of \_\_\_\_\_, 1999, before me, the undersigned Notary Public of the State and County aforesaid, personally appeared MCFE, LLP, by \_\_\_\_\_, its Managing Member, and \_\_\_\_\_, its Member, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within document, who acknowledged the due execution of the foregoing document.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above mentioned.

\_\_\_\_\_  
Notary Public for South Carolina  
My Commission Expires: \_\_\_\_\_

WITNESSES

STAFFORD BLUFFTON, LLC

By: \_\_\_\_\_  
David Oliver, Its Member

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

STATE OF SOUTH CAROLINA. )

COUNTY OF BEAUFORT. )

ACKNOWLEDGMENT

I HEREBY CERTIFY, that on this \_\_\_\_\_ day of \_\_\_\_\_, 1999, before me, the undersigned Notary Public of the State and County aforesaid, personally appeared Stafford Bluffton, LLC., by David Oliver, its Authorized Member, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within document, who acknowledged the due execution of the foregoing document.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above mentioned.

\_\_\_\_\_  
Notary Public for South Carolina  
My Commission Expires: \_\_\_\_\_

**[SIGNATURES CONTINUE ON FOLLOWING PAGE]**

WITNESSES

CMDCO, Inc.

By: \_\_\_\_\_  
Paul Ramsey, Its President

Attest: \_\_\_\_\_  
Its: Secretary

STATE OF SOUTH CAROLINA. )

COUNTY OF BEAUFORT. )

ACKNOWLEDGMENT

I HEREBY CERTIFY, that on this \_\_\_\_ day of \_\_\_\_\_, 1999, before me, the undersigned Notary Public of the State and County aforesaid, personally appeared CMDCO, Inc., by Paul Ramsey, its President, and \_\_\_\_\_, its Secretary, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within document, who acknowledged the due execution of the foregoing document.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above mentioned.

\_\_\_\_\_  
Notary Public for South Carolina  
My Commission Expires: \_\_\_\_\_

COUNTY OF BEAUFORT, SOUTH CAROLINA

\_\_\_\_\_  
Frank Brafman  
Chairman, Beaufort County Council

Attest: \_\_\_\_\_  
Suzanne M. Rainey  
Clerk to Council

STATE OF SOUTH CAROLINA. )

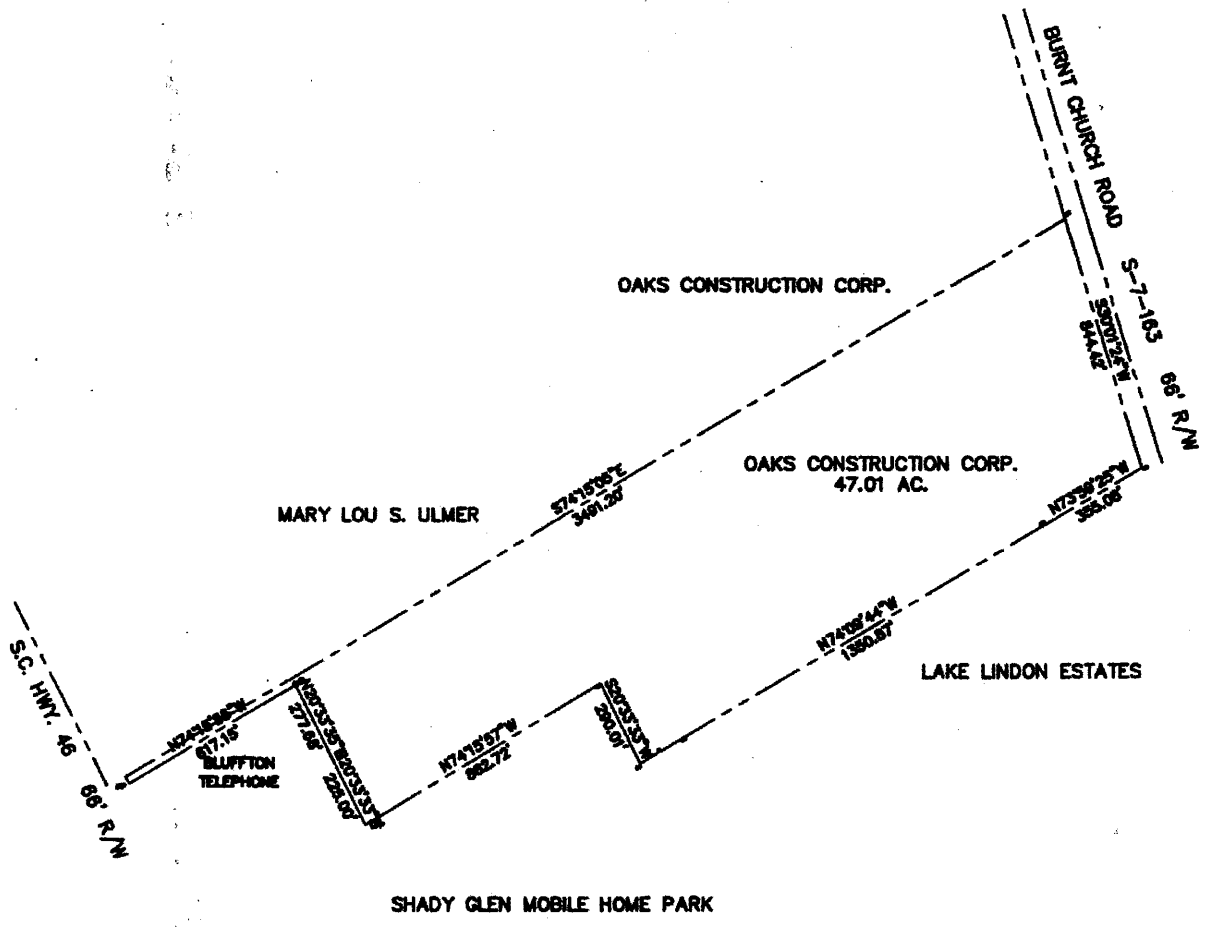
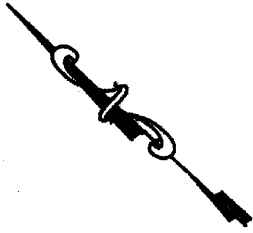
COUNTY OF BEAUFORT. )

ACKNOWLEDGMENT

I HEREBY CERTIFY, that on this \_\_\_ day of \_\_\_\_\_ 1999. before me, the undersigned Notary Public of the State and County aforesaid, personally appeared Frank Brafman and Suzanne M. Rainey, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within document, who acknowledged the due execution of the foregoing document.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above mentioned.

\_\_\_\_\_  
Notary Public for South Carolina  
My Commission Expires: \_\_\_\_\_



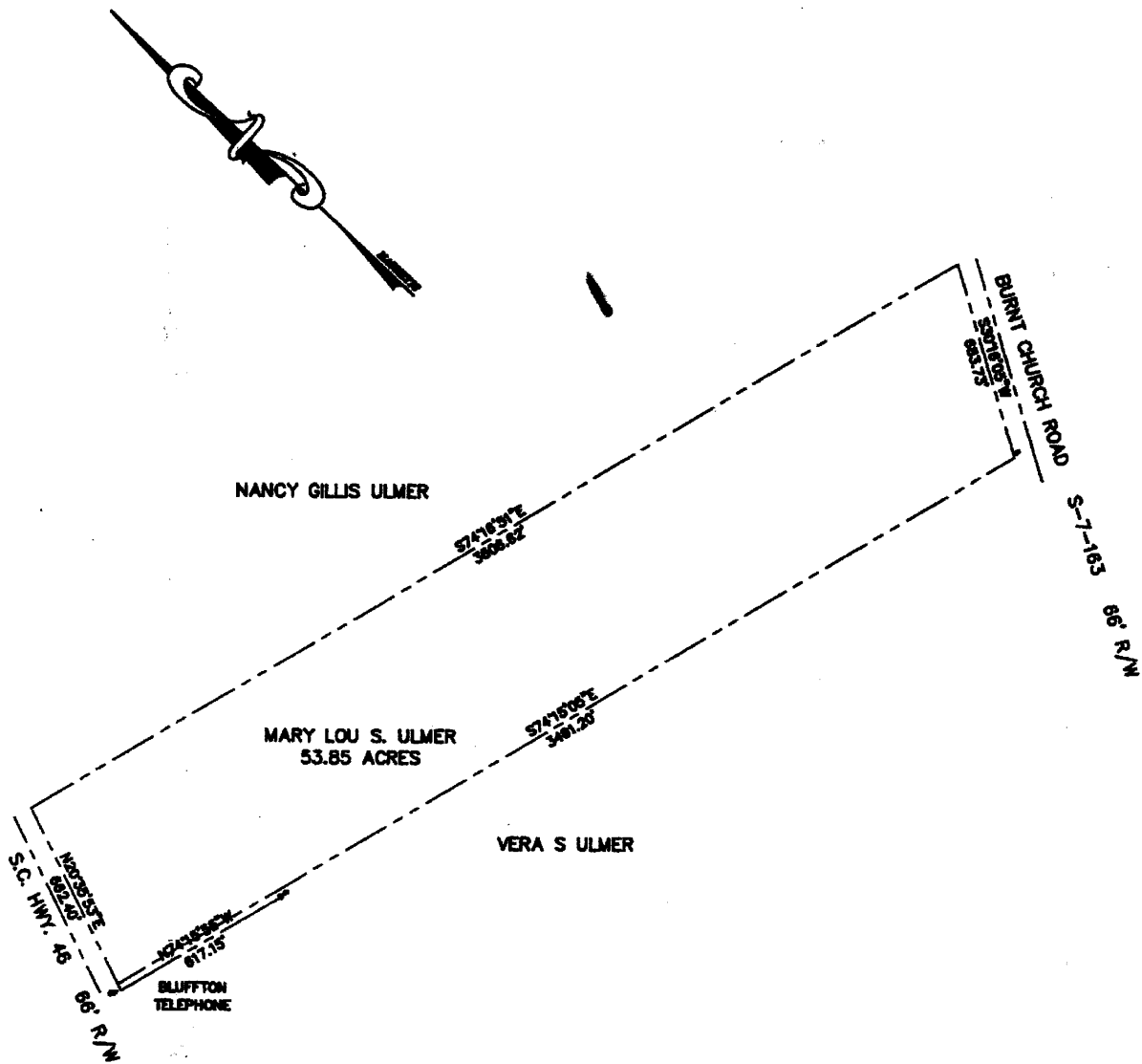
**GRAPHIC SCALE**



( IN FEET )  
1 inch = 500 ft.

EXHIBIT D1  
TMP 600-39-0130  
OAKS CONSTRUCTION CORPORATION



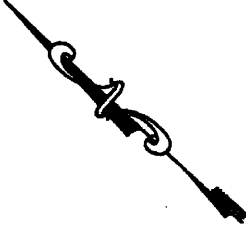


GRAPHIC SCALE



( IN FEET )  
1 inch = 500 ft.

EXHIBIT D2  
 TMP 600-39-0129  
 STROUP LIMITED PARTNERSHIP  
 MARY LOU ULMER, GENERAL PARTNER  
 OAKS CONSTRUCTION CORPORATION, OPTION CONTRACT

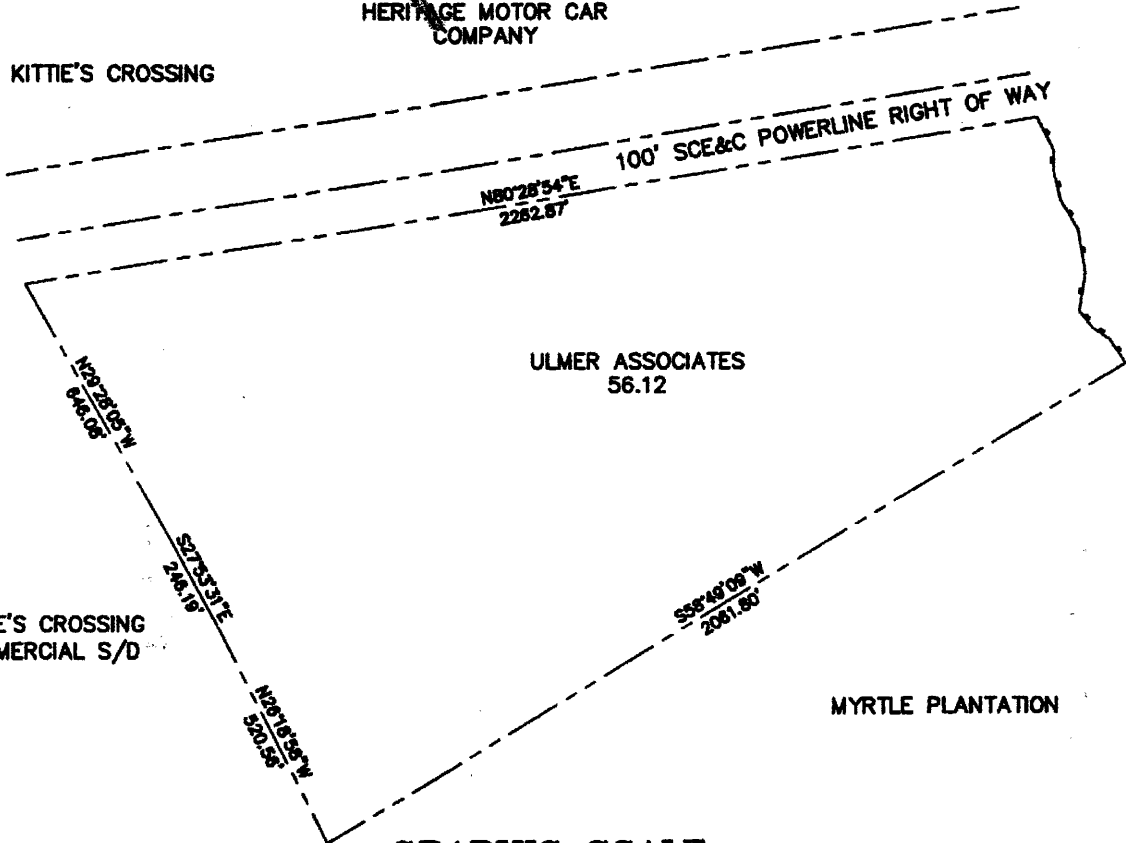


| LINE TABLE |        |             |
|------------|--------|-------------|
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| L11        | 84.88  | N33°36'13"W |
| L12        | 47.07  | N38°13'25"W |
| L13        | 48.21  | N68°15'34"W |
| L14        | 84.25  | N28°15'44"W |
| L15        | 88.49  | N13°18'32"W |
| L16        | 77.25  | N30°15'16"W |
| L17        | 99.84  | N08°20'57"W |
| L18        | 48.03  | N02°46'04"E |

PLANTATION  
SELF STORAGE

HERITAGE MOTOR CAR  
COMPANY

KITTIE'S CROSSING



ULMER ASSOCIATES  
56.12

MYRTLE PLANTATION

KITTIE'S CROSSING  
COMMERCIAL S/D

GRAPHIC SCALE



( IN FEET )  
1 inch = 400 ft.

EXHIBIT D3  
 TMP 600-31-0186, 600-31-178, 600-31-33, 600-31-181  
 600-31-188, 600-31-180, 600-31-176  
 ULMER ASSOCIATES



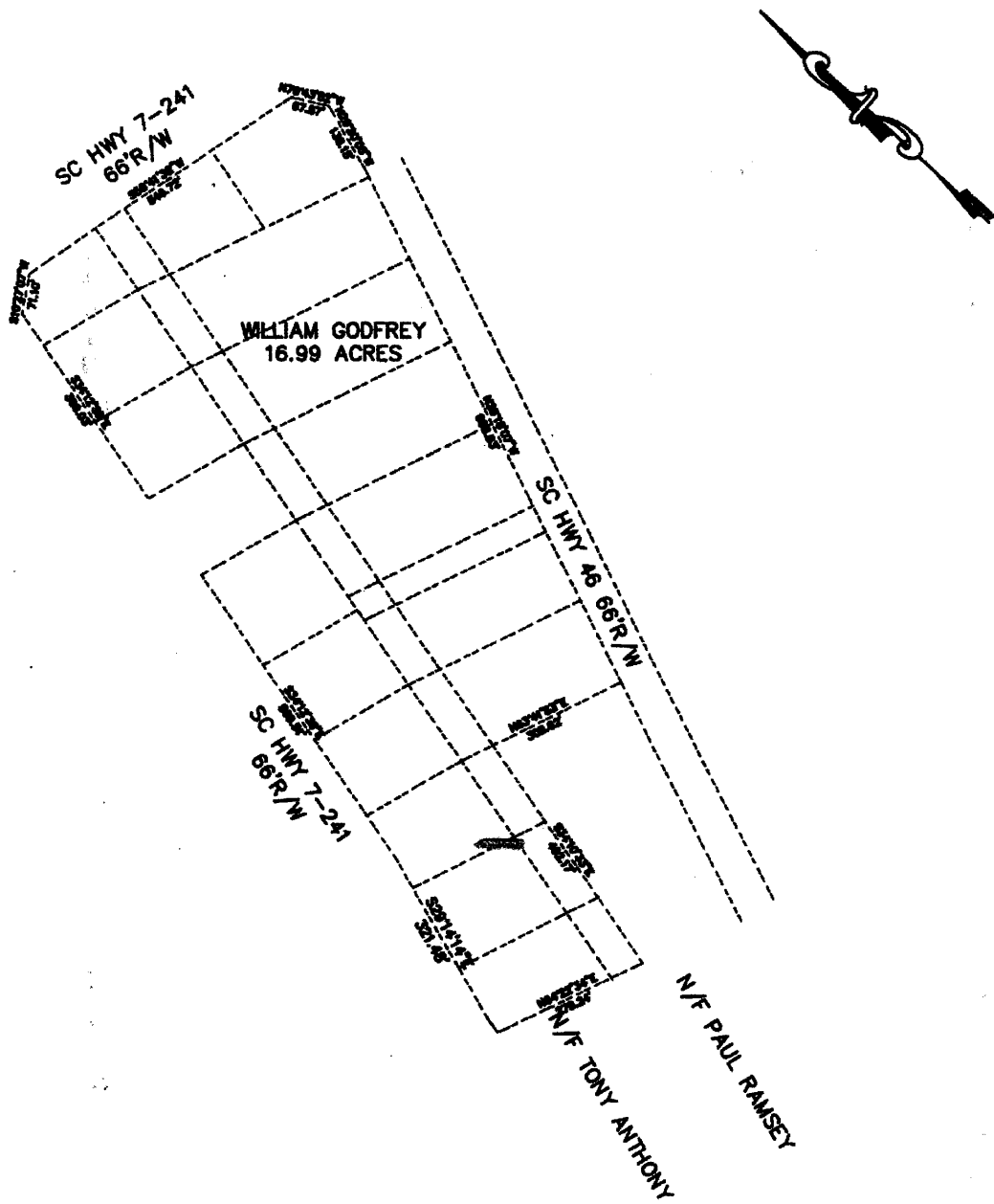


EXHIBIT D5  
 TMP 600-31-37, 600-31-81thru87, 600-31-92, 600-31-93,  
 600-31-95&96, 600-600-39-280thru283, 60-39-49a  
 WILLIAM GODFREY

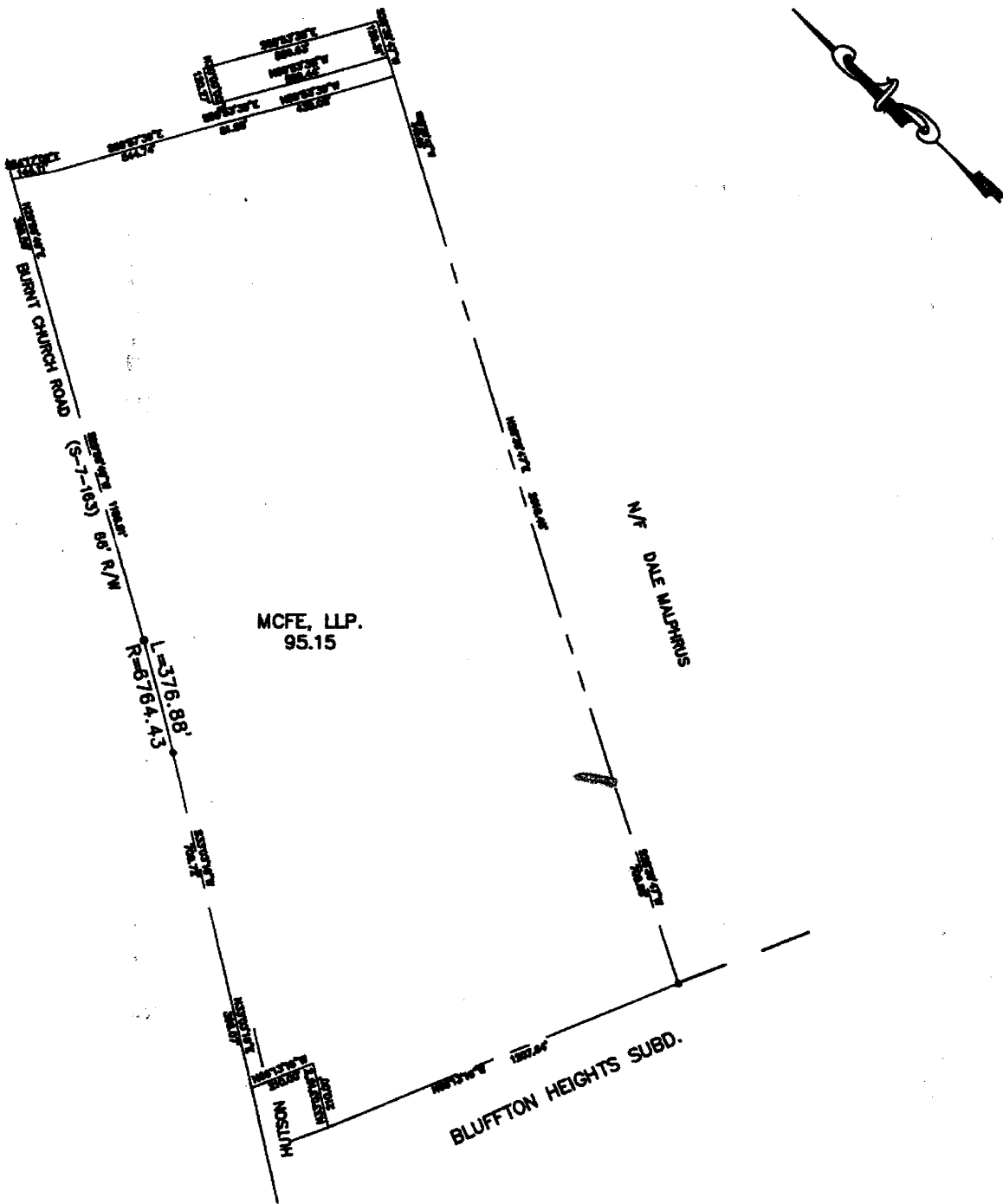
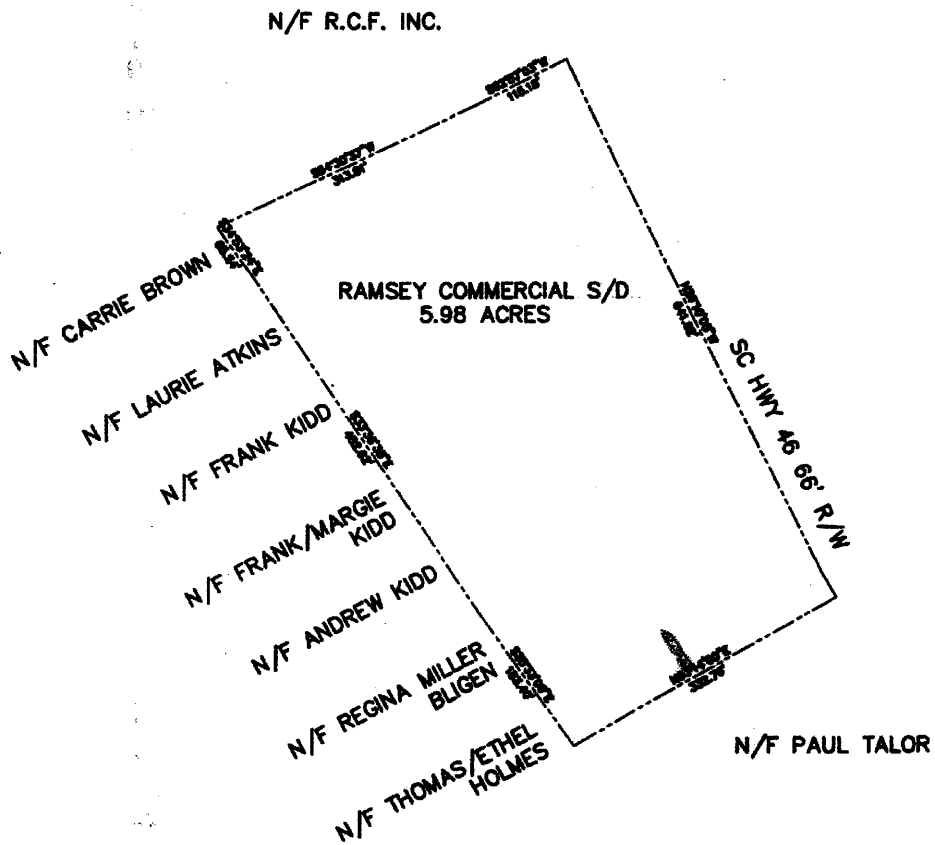
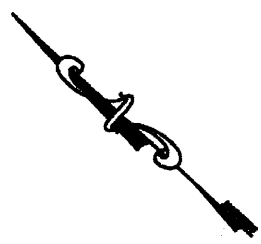


EXHIBIT D6  
 TMP 600-40-451 thru 462, 600-40-143A, 600-40-143B  
 MCFE, LLP



**GRAPHIC SCALE**



( IN FEET )  
1 inch = 200 ft.

EXHIBIT D7  
TMP 600-39-172  
CMDCO, INC

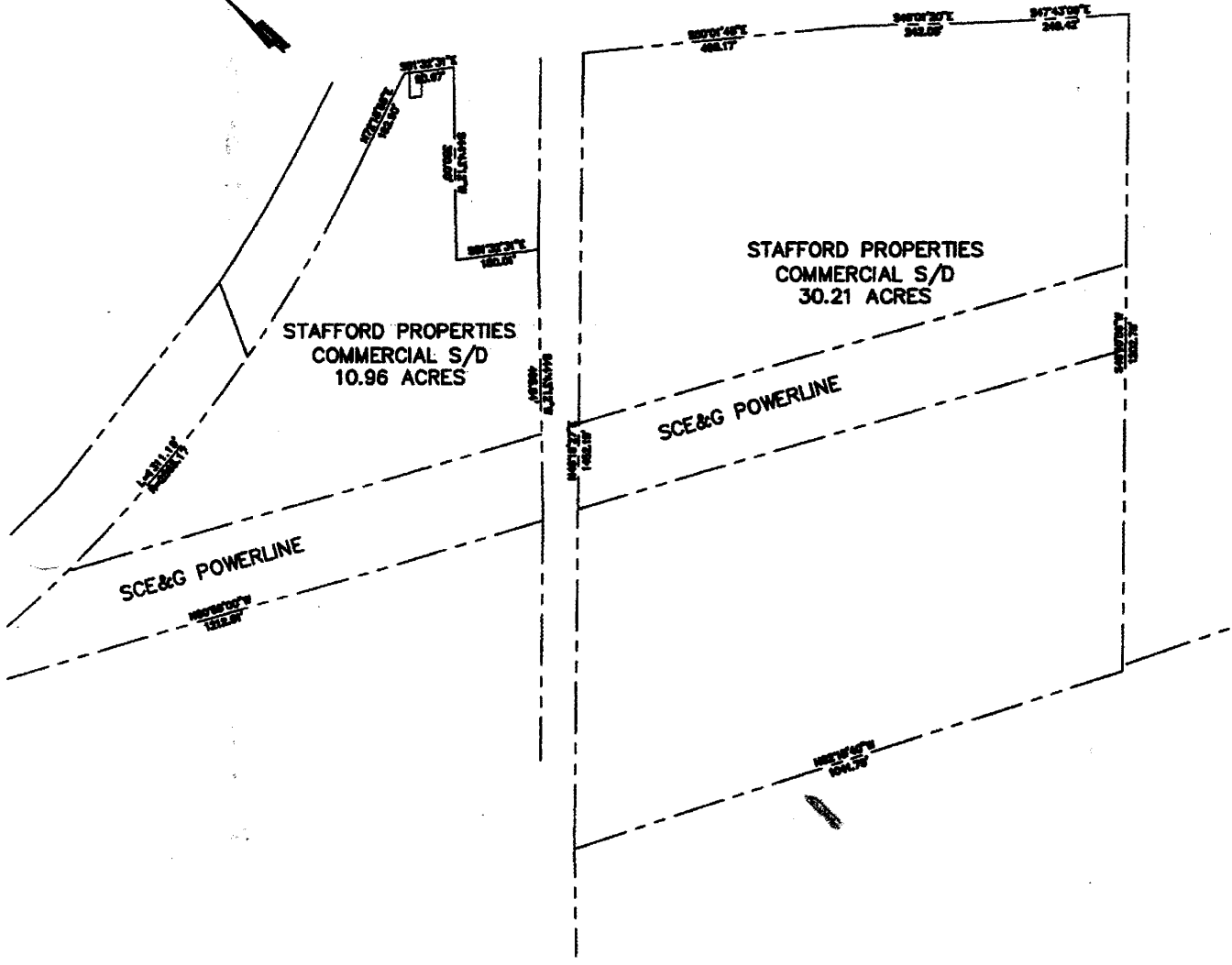
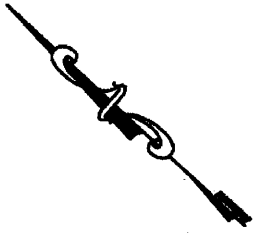


EXHIBIT D8  
TMP 600-40-7 & 600-40-144  
WATSON, OWNER  
RHOD, OWNER  
STAFFORD PROPERTIES, OPTION CONTRACTS

**EXHIBIT E1  
INTERPRETATION/MODIFICATION OF ZDSO**

**SECTION 02.120 DEVELOPMENT IN MORE THAN ONE (1) ZONING DISTRICT**

C.1 ... The non-residential district, or multi-family district, may intrude into the residential district only where at least a minimum 25 foot buffer of existing natural trees and vegetation is maintained, providing either naturally or through additional plantings a five year growth opacity factor of 70% between the intrusion and residential zoning on abutting properties. In addition a solid wall or fence shall be provided on the development side of the buffer, at the discretion of the DRT.

**ARTICLE 04**

Replace setbacks and buffers in Table 04.210 and Table 04.310 with those shown in Tables E12, E13 and E14.

**SECTION 05.220 NON-TIDAL WETLANDS**

DELETE THIS ENTIRE SECTION

Wetlands impact and mitigation shall be approved by and in accordance with USACE and OCRM standards and permits.

**SECTION 14.110 ACCESS**

**SUBSECTION 14.111 ACCESS TO STATE AND FEDERAL THOROUGHFARES**

DELETE ENTIRE SUBSECTION 14.111

The developer and county will jointly conduct a traffic study, which will define access, frontage roads, road improvements, intersection improvements and other traffic concerns in accordance with the provisions of Section IX(C) herein. This site specific analysis will supersede the more general traffic related requirements of the ZDSO. Any access permitted at the time of the execution of this agreement, or already approved by CRB or DRT as part of any pending project, shall not be withdrawn without the consent of the affected Owner as a result of this study.

**SUBSECTION 14.113 DRIVEWAY LINKAGE FOR NON-RESIDENTIAL DEVELOPMENT**

DELETE ENTIRE SUBSECTION 14.113

The developer and county will jointly conduct a traffic study, which will define access, frontage roads, road improvements, intersection improvements and other traffic concerns in accordance with the provisions of Section IX(C) herein. This site specific analysis will supersede the more general traffic related requirements of the ZDSO. Any access permitted at the time of the execution of this agreement, or already approved by CRB or DRT as part of any pending project, shall not be withdrawn without the consent of the affected Owner as a result of this study.

**DIVISION 14.400 PARKING AND LOADING STANDARD**

Delete all references to "maximum amount" of parking. Replace with "base amount". All parking that is provided above the base amount shall be pervious paving.



## **SECTION 21.240 CORRIDOR REVIEW**

ADD: As an alternative to the normal CRB process, Owners will submit a set of architectural and landscaping standards to the CRB for pre-approval. Such standards may be amended by a re-submission at a later date. Once approved, all development within the Property shall be in compliance with the Corridor Review Board pre-approved guidelines for architectural and landscaping design. To the extent a property is located within an area subject to Corridor Review, such pre-approved design guidelines shall be used by the CRB when processing final approvals for individual projects within the Property affected by this Agreement. The CRB shall ensure final development applications conform to the pre-approved guidelines, but may also make non-binding recommendations for changes from the pre-approved guidelines for either individual projects or to address changed conditions. The Owner or Developer will submit to the CRB for verification that the design conforms to the pre-approved standards. In the event the property is not within an area subject to Corridor Review, there will be no formal presentation by the developer to the CRB; the plan will nonetheless be submitted to the CRB Administrator for verification that it meets the pre-approved standards. Requests for material deviations from these guidelines shall require full CRB review as defined in ZDSO Section 21.240 and 21.241.

## **DIVISION 21.100 and 14.200 CONCURRENT PERMITTING**

ALTERNATIVE: The developer is generally required to have all DHEC construct permits and other “outside agencies” (Army Corps of Engineers, OCRM, etc.) approved prior to issuance of final plan approval. For the first year after execution of this Agreement, Development Applications approved by this agreement shall not require submission of such approved plans to DRT prior to acceptance and consideration of a final development plan and issuance of a final plan approval if copies of the submissions to the outside agencies are included with the development application, which final plan approval shall be expressly conditioned upon receipt of final DHEC or other agency approval in substantial conformity with the plans submitted to DRT. Such final approval by DHEC or other agency shall be received by DRT prior to land disturbance and construction by the applicant unless otherwise authorized by DRT. The applicant shall not be allowed to receive the plat stamped as “approved” until such permits from DHEC and other agencies are received and reviewed by DRT for compliance.

**EXHIBIT E2  
OAKS CONSTRUCTION AND MARY LOU ULMER  
DEVELOPMENT PLAN AND DENSITIES**

The Oaks Construction and Mary Lou Ulmer tracts make up the southern boundary of the development agreement area. The adjacent properties along the southern border of this property from west to east are Bluffton Telephone, the old Bluffton Town landfill, Lake Linden Estates Subdivision, and a wetlands/undeveloped property.

The East-West connector road will bisect this 100± acre parcel into two-50 acre tracts. The proposed development on this portion of the mixed-use community will consist of a 21.9 acre commercial pod on the west end of the property sandwiched between Bluffton Telephone and Kittie's Landing Commercial Subdivision along SC Hwy 46. This development will include 160,000 ft<sup>2</sup> of commercial buildings and a 5 acre recreational area.

In the middle of this tract will be 500-600 multi-family units distributed between two apartment complexes. One of the apartment complexes will be adjacent to the Lake Linden Estates Subdivision. The other complex will be directly across from it on the eastern right-of-way of the connector. Freshwater wetlands and a wetlands creation area will buffer the multi-family from adjacent commercial uses. A 25' buffer will be provided to protect the existing Lake Linden Subdivision. The multi-family area is 56.55 acres.

At the eastern end of the tract, along Burnt Church Road, will be a second commercial area with 160,000 ft<sup>2</sup> of commercial buildings on 22.42 acres. These commercial buildings will house retailers, offices and service businesses.

|                  |              |                |
|------------------|--------------|----------------|
| TOTAL SITE AREA: | UPLANDS      | 93.34 AC       |
|                  | WETLANDS     | <u>7.53 AC</u> |
|                  | TOTAL        | 100.87 AC      |
|                  | COMMERCIAL   | 320,000 S.F.   |
|                  | MULTI-FAMILY | 500-600 DU'S   |
|                  | RECREATION   | 5 AC           |

UNDERLYING INITIAL ZONING: SUBURBAN

TRAFFIC GENERATION FACTOR:

|                         |   |
|-------------------------|---|
| MULTI-FAMILY            | 7 PER UNIT <sup>1</sup>   |
| BURNT CHURCH COMMERCIAL | 42 PER VT/D (Unadjusted) (Based upon Com/Inst over 200,000 sq.ft.) <sup>2</sup>   |
| HIGHWAY46 COMMERCIAL    | 11 PER VT/D (Unadjusted) (Based upon Office/Inst over 100,000 sq.ft) <sup>3</sup> |

FIRE FEES IN LIEU ARE BASED UPON THE FEES SET FORTH IN THE DIF TABLES ACCORDING TO HAZARD RATING<sup>4</sup>

PARK FEES IN LIEU ARE BASED UPON THE FEES SET FORTH IN THE DIF TABLES

LIBRARY FEES ARE BASED UPON THE FEES SET FORTH IN THE DIF TABLES

RECREATION AREA IS EXEMPT FROM ALL FEES IN LIEU

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<sup>1</sup> Adjustments allowed for the affordable housing bonus under the DIF Ordinances are also available.

<sup>2</sup> Unless a use is submitted requiring a lesser trip generation factor per the Development Impact Fee Tables (hereinafter "DIF Tables").

<sup>3</sup> If a theatre is submitted for use within this area, the appropriate calculation from the DIF Tables shall be used for such site.

<sup>4</sup> Adjustments allowed under the Fire Development Impact Fee Ordinance are also available.

**EXHIBIT E3  
ULMER ASSOCIATES  
DEVELOPMENT PLAN AND DENSITIES**

This parcel is located in the interior of the development agreement area immediately to the north of the Oaks Construction and Mary Lou Ulmer tracts (Exhibit E2). To the west of the Ulmer Associates tract is the existing Kittie's Commercial Subdivision. When this subdivision was constructed it was planned to extend onto the Ulmer Associates land with roads, water and sewer stubbed out for extension.

The Ulmer Associates tract will be an 18-24 lot extension of the Kittie's Landing Subdivision. The uses will be consistent with those within the existing development. These uses include building trades, building material supplies, contractors, office warehouse, hardware stores, service businesses, landscapers, rental car business and general commercial. These uses may include outdoor storage. The building density is approximately 11,000 ft<sup>2</sup> per acre. The 18-24 lots will be distributed on approximately 28 acres of the 56 acre parcel yielding an estimated 270,000 to 330,000 ft<sup>2</sup> of commercial buildings.

The commercial development will have access to SC Hwy 46 through the existing Kittie's Landing Commercial Subdivision. Access will be provided to the east-west connector road by a roadway through the western commercial pod on the Oaks-Ulmer tract. Access will be provided into the regional commercial development along US Hwy 278 to the north. Pedestrian and road access across the Ulmer Associates tract will link the multi-family developments to the shopping district on US Hwy 278.

|                  |                 |                                   |
|------------------|-----------------|-----------------------------------|
| TOTAL SITE AREA: | UPLANDS         | 47.78 AC                          |
|                  | WETLANDS        | <u>7.91 AC</u>                    |
|                  | TOTAL           | 55.69 AC                          |
|                  | COMMERCIAL LOTS | 18-24                             |
|                  | BUILDING AREA   | 270,000 - 330,000 FT <sup>2</sup> |

UNDERLYING INITIAL ZONING: URBAN

TRAFFIC GENERATION FACTOR:

7 PER VT/D (Unadjusted) (Based upon Light Industrial)

FIRE FEES IN LIEU ARE BASED UPON THE FEES SET FORTH IN THE DIF TABLES ACCORDING TO HAZARD RATING<sup>1</sup>

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<sup>1</sup>Adjustments allowed under the Fire Development Impact Fee Ordinance are also available.

**EXHIBIT E4  
ULMER LIMITED  
DEVELOPMENT PLAN AND DENSITIES**

The Ulmer Limited 29.8 acre parcel is located at the northern limits of the development agreement area along US Hwy 278. This tract sits between the Kittie's Crossing Commercial Subdivision and Heritage Motors. The proposed uses for this area are big box retail, hotel, restaurants, and specialty retail shops. The total building area proposed to be built is 270,000 - 330,000 ft<sup>2</sup>.

Access roads and pedestrian paths, through the Ulmer Associates tract, will connect the shopping district with the multi-family developments and the East-West connector. Natural wetlands, manmade water bodies and landscape buffers will separate this regional commercial use from the adjacent office warehouse use.

|                  |          |               |
|------------------|----------|---------------|
| TOTAL SITE AREA: | UPLAND   | 29.8 AC       |
|                  | WETLANDS | <u>-0- AC</u> |
|                  | TOTAL    | 29.8 AC       |

BUILDING AREA: 270,000 - 330,000 FT<sup>2</sup>

UNDERLYING INITIAL ZONING: COMMERCIAL REGIONAL

TRAFFIC GENERATION FACTOR: 42 PER VT/D (Unadjusted) (Based upon Com/Inst over 200,000 sq. ft.)<sup>1</sup>

FIRE FEES IN LIEU ARE BASED UPON THE FEES SET FORTH IN THE DIF TABLES ACCORDING TO HAZARD RATING<sup>2</sup>

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<sup>1</sup> Unless a use is submitted requiring a lesser trip generation factor per the DIF Tables

<sup>2</sup> Adjustments allowed under the Fire Development Impact Fee Ordinance are also available.

**EXHIBIT E5  
WILLIAM GODFREY  
DEVELOPMENT PLAN AND DENSITIES**

The William Godfrey tract is an existing 24+ lot commercial subdivision along SC Hwy 46. This parcel defines the western boundary of the development agreement area. The subdivision is partially developed with a mixed use of commercial and light industrial businesses. The proposed development will be an infill of the vacant lots with similar uses. The proposed development density will be approximately 11,000 ft<sup>2</sup> per acre.

|                  |          |            |
|------------------|----------|------------|
| TOTAL SITE AREA: | UPLAND   | 17 AC      |
|                  | WETLANDS | <u>-0-</u> |
|                  | TOTAL    | 17 AC      |

BUILDING AREA: 210,000 to 270,000 FT<sup>2</sup>

UNDERLYING INITIAL ZONING: COMMERCIAL SUBURBAN

ALL FEES IN LIEU WILL BE BASED UPON ACTUAL SUBMISSIONS AS CALCULATED UNDER THE DIF TABLES

**EXHIBIT E6  
MCFE, LLP  
DEVELOPMENT PLAN AND DENSITIES**

The MCFE property establishes the eastern limit of the contiguous portion of the development agreement area. This 94± acre tract is bounded on the north by commercial regional property, on the east by Heritage Lakes Subdivision, on the south by Fern Lakes Subdivision and on the west by Burnt Church Road. The east-west connector road will cross the northern third of this tract and terminate at its northern boundary. The potential exists to extend the east-west road to Foreman Hill Road through the Santee Cooper Power Easement.

Development on this tract will consist of 31± acres of mixed use commercial at the north end adjacent to the existing CR property, 33± acres of multi-family in the middle, and 30± acres of single family at the south end. The commercial development will be at a building density of approximately 11,000 ft<sup>2</sup> per acre. This area will include a possible multi-government center site of approximately 5 acres. The multi-family area will border Heritage Lakes Subdivision and have frontage on Burnt Church Road. The single family area will also have frontage on Burnt Church Road.

|            |                    |  |
|------------|--------------------|--|
| SITE AREA: | UPLANDS            | 60± AC   |
|            | WETLANDS           | <u>34± AC</u>                                  |
|            | TOTAL              | 94± AC   |
|            | COMMERCIAL:        | 26± ACRES @ 320,000 to 380,000 FT <sup>2</sup> |
|            | GOVERNMENT CENTER: | 5± ACRES                                       |
|            | MULTI-FAMILY:      | 33± ACRES @ 230 to 280 DU's                    |
|            | SINGLE FAMILY:     | <u>30± ACRES</u> @ 125 to 175 DU's             |
|            | TOTAL AREA:        | 94± ACRES                                      |

UNDERLYING INITIAL ZONING: SUBURBAN

TRAFFIC GENERATION FACTOR<sup>1</sup>:

|               |   |  |
|---------------|---|--|
| SINGLE FAMILY | 10 PER UNIT   |  |
| MULTI-FAMILY  | 7 PER UNIT  |  |
| COMMERCIAL    | 42 PER VT/D (Unadjusted) (Based upon Com/Inst over 200,000 sq.ft.) <sup>2</sup> |  |

FIRE FEES IN LIEU ARE BASED UPON THE FEES SET FORTH IN THE DIF TABLES ACCORDING TO HAZARD RATING<sup>3</sup>

PARK FEES IN LIEU ARE BASED UPON THE FEES SET FORTH IN THE DIF TABLES

LIBRARY FEES ARE BASED UPON THE FEES SET FORTH IN THE DIF TABLES

GOVERNMENT CENTER AREA IS EXEMPT FROM ALL FEES IN LIEU

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<sup>1</sup> Adjustments allowed for the affordable housing bonus under the DIF Ordinances are also available.

<sup>2</sup> Unless a use is submitted requiring a lesser trip generation factor per the DIF Tables

<sup>3</sup> Adjustments allowed under the Fire Development Impact Fee Ordinance are also available.

**EXHIBIT E7  
PAUL RAMSEY TRACT  
DEVELOPMENT PLAN AND DENSITIES**

The 6± acre Paul Ramsey tract is located to the south of the William Godfrey commercial subdivision (Exhibit E5). The land fronts on SC Hwy 46 to the east, bounded on the south by a mini-warehouse complex and bounded on the west by a county drainage ditch which runs through an undeveloped commercial suburban district. Directly across from this site is the Bluffton Telephone complex and the old Town of Bluffton landfill.

Development on this site will be an in fill of commercial development similar to the neighboring commercial/light industry uses that exist. The existing uses immediately adjacent to this site are related to the construction industry and include limited yard storage. The proposed office/warehouse uses with limited outdoor storage will not exceed a development density of approximately 11,000 ft<sup>2</sup> of building area/acre.

To minimize the developments visual impact on SC Hwy 46, a 50' buffer will be maintained off of the right-of-way. The commercial subdivision will utilize a shared driveway including the necessary turn lane improvements to rVT/D (Unadjusted)ce its impact to the traffic flow on SC Hwy 46.

|                  |          |            |
|------------------|----------|------------|
| TOTAL SITE AREA: | UPLANDS  | 6 AC       |
|                  | WETLANDS | <u>-0-</u> |
|                  | TOTAL    | 6 AC       |

|                  |                                  |
|------------------|----------------------------------|
| COMMERCIAL LOTS: | 2-5                              |
| BUILDING AREA:   | 60,000 to 72,000 FT <sup>2</sup> |

UNDERLYING INITIAL ZONING: COMMERCIAL SUBURBAN

TRAFFIC GENERATION FACTOR: 5 PER VT/D (Unadjusted) (Based upon Warehouse)<sup>1</sup>

FIRE FEES IN LIEU ARE BASED UPON THE FEES SET FORTH IN THE DIF TABLES ACCORDING TO HAZARD RATING<sup>2</sup>

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<sup>1</sup> Unless more than 25% of floor area is dedicated to Office use; if so, a pro rata adjustment shall be made based upon an average of Office area to Warehouse area per DIF Tables.

<sup>2</sup> Adjustments allowed under the Fire Development Impact Fee Ordinance are also available.

**EXHIBIT E8  
STAFFORD FOREMAN HILL ROAD TRACT  
DEVELOPMENT PLAN AND DENSITIES**

The 41± acre Stafford Foreman Hill Road Tract lies at the eastern end of the development agreement district and is to be the eastern starting point of the east-west connector road. This property is linked to the main development district by the east-west connector road. A key contribution of this tract to the development district is its control of the east-west connector right-of-way at the Foreman Hill Road and US Hwy 278 intersection. Also, by participating in the development agreement, it endorses the extension of the east-west connector to another access onto US Hwy 278 at Foreman Hill Road.

As part of the development district the Stafford parcel establishes a commercial district at the eastern boundary of the existing Heritage Lakes and Fern Lakes residential subdivisions and ties these existing single family developments into the core mixed use district located between Burnt Church Road and Hwy 46. By way of the east-west connector the large existing residential population in these subdivisions have easy access to multiple shopping districts without having to travel onto US Hwy 278. Further, the bike/pedestrian ways within the connector right-of-way offer an alternative to vehicular traffic, promoting a large scale pedestrian district.

The 41± acre commercial regional district is bounded on the north by US Hwy 278, on the east by a McDonalds and a convenience store, on the south by Hilton Head National Golf Course, and on the west by Carolina Morning News and a strip commercial center. Foreman Hill Road slices through the tract creating a 30 acre parcel and an 11 acre parcel.

As its counter part, the Ulmer Limited tract (Exhibit E4) on the western end of the development district, the visibility and access to US Hwy 278 makes this property suitable for big box retail and other multi-use high intensity commercial uses. Uses will include department stores, building material supply stores, specialty retail, restaurants, lodging, office and service businesses.

|                  |          |              |
|------------------|----------|--------------|
| TOTAL SITE AREA: | UPLAND   | 28 AC        |
|                  | WETLANDS | <u>13 AC</u> |
|                  | TOTAL    | 41 AC        |

BUILDING AREA: 325,000 to 375,000 FT<sup>2</sup>

UNDERLYING INITIAL ZONING: COMMERCIAL REGIONAL

TRAFFIC GENERATION FACTOR: 42 PER VT/D (Unadjusted) (Based upon Com/Inst over 200,000 sq. ft.)<sup>1</sup>

FIRE FEES IN LIEU ARE BASED UPON THE FEES SET FORTH IN THE DIF TABLES ACCORDING TO HAZARD RATING<sup>2</sup>

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<sup>1</sup> Unless a use is submitted requiring a lesser trip generation factor per the DIF Tables

<sup>2</sup> Adjustments allowed under the Fire Development Impact Fee Ordinance are also available.



| <b>TABLE E9</b>                                  |                |                 |                   |
|--|----------------|-----------------|-------------------|
| <b>MIXED USE DEVELOPMENT DISTRICT</b>            |                |                 |                   |
| <b>LAND AREA DISTRIBUTION BY ZONING DISTRICT</b> |                |                 |                   |
| <b>ZONE</b>                                      | <b>UPLANDS</b> | <b>WETLANDS</b> | <b>TOTAL AREA</b> |
|  | <b>(AC)</b>    | <b>(AC)</b>     | <b>(AC)</b>       |
| URBAN  | 47.78          | 7.91            | 55.69             |
| COMMERCIAL REGIONAL                              | 57.8           | 13              | 70.8              |
| COMMERCIAL SUBURBAN                              | 26             | 0               | 26                |
| SUBURBAN   | 153.34         | 41.53           | 194.87            |
| <b>TOTAL</b>                                     | <b>284.92</b>  | <b>62.44</b>    | <b>347.36</b>     |

| <b>TABLE E10</b>                      |                         |
|---------------------------------------|-------------------------|
| <b>MIXED USE DEVELOPMENT DISTRICT</b> |                         |
| <b>PROPOSED DENSITY</b>               |                         |
| <b>USE</b>                            | <b>PROPOSED DENSITY</b> |
| SINGLE FAMILY                         | 150 DU's                |
| MULTI-FAMILY                          | 805 DU's                |
| ALL COMMERCIAL USES                   | 1,926,000 S.F.          |

**TABLE E11**

**MIXED USE DEVELOPMENT DISTRICT  
PROPOSED USE/DENSITY<sup>1</sup> AND ESTIMATED OPEN SPACE**

| <b>DEVELOPMENT PROPERTY</b> | <b>UPLANDS<br/>(AC)</b> | <b>WETLANDS<br/>(AC)</b> | <b>USE</b>     | <b>DENSITY</b>  | <b>BLDG SIZE</b>     | <b>ESTIMATED OPEN SPACE</b> |
|-----------------------------|-------------------------|--------------------------|----------------|-----------------|----------------------|-----------------------------|
| <b>OAKS CONSTRUCTION</b>    | 93.34                   | 7.53                     |                |                 |                      | 27+ AC                      |
| <b>MARY LOU ULMER</b>       |                         |                          |                |                 |                      |                             |
|                             |                         |                          | MULTI-FAMILY   | 500-600 DU's    | 2&3 STORY            |                             |
|                             |                         |                          |                |                 | 20-40 DU's/BLDG      |                             |
|                             |                         |                          | COMMERCIAL:    | 290,000 S.F. TO | 1&2 STORY            |                             |
|                             |                         |                          | RETAIL         | 350,000 S.F.    | 10,000-55,000 S.F.   |                             |
|                             |                         |                          | OFFICE         |                 |                      |                             |
|                             |                         |                          | SERVICES       |                 |                      |                             |
|                             |                         |                          | AMUSEMENT      |                 |                      |                             |
|                             |                         |                          | RESTAURANT     |                 |                      |                             |
|                             |                         |                          | RECREATION     | 0               | 5 AC SITE            |                             |
| <b>ULMER ASSOCIATES</b>     | 47.78                   | 7.91                     |                |                 |                      | 18+ AC                      |
|                             |                         |                          | COMMERCIAL:    | 270,000 S.F. TO | 1&2 STORY            |                             |
|                             |                         |                          | OFFICE         | 330,000 S.F.    | 10,000-30,000 S.F.   |                             |
|                             |                         |                          | SERVICES       |                 |                      |                             |
|                             |                         |                          | RETAIL         |                 |                      |                             |
|                             |                         |                          | LIGHT INDUSTRY |                 |                      |                             |
| <b>ULMER LIMITED</b>        | 29.8                    | 0                        |                |                 |                      | 3+ AC                       |
|                             |                         |                          | COMMERCIAL:    | 270,000 S.F. TO | RETAIL               |                             |
|                             |                         |                          | RETAIL         | 330,000 S.F.    | 100,000-200,000 S.F. |                             |
|                             |                         |                          | HOTEL          |                 | HOTEL-3 STORY        |                             |
|                             |                         |                          | RESTAURANT     |                 | 40,000-60,000 S.F.   |                             |
|                             |                         |                          | AMUSEMENT      |                 | OTHER- 1-2 STORY     |                             |

<sup>1</sup> Density and building sizes are the maximum upper range that could be attained by transfer of development rights from other properties. Total density will not exceed proposed density in Table E-11.

|                      |              |               | GENERAL        |                 | 10,000-60,000 S.F. |                      |
|----------------------|--------------|---------------|----------------|-----------------|--------------------|----------------------|
| DEVELOPMENT PROPERTY | UPLANDS (AC) | WETLANDS (AC) | USE            | DENSITY         | BLDG SIZE          | ESTIMATED OPEN SPACE |
| WILLIAM GODFREY      | 20           | 0             |                |                 |                    | 3+ AC                |
|                      |              |               | COMMERCIAL:    | 210,000 S.F. TO | 1-2 STORY          |                      |
|                      |              |               | RETAIL         | 270,000 S.F.    | 10,000-20,000 S.F. |                      |
|                      |              |               | OFFICE         |                 |                    |                      |
|                      |              |               | SERVICE        |                 |                    |                      |
|                      |              |               | RESTAURANT     |                 |                    |                      |
|                      |              |               | AMUSEMENT      |                 |                    |                      |
| MCFE                 | 60           | 34            |                |                 |                    | 30+ AC               |
|                      |              |               | SINGLE FAMILY  | 125 TO 175 DU's | 1-2 STORY          |                      |
|                      |              |               |                |                 | 1,200-2,800 S.F.   |                      |
|                      |              |               | MULTI-FAMILY   | 230 TO 280 DU's | 2-3 STORY          |                      |
|                      |              |               |                |                 | 20-40 DU's/BLDG.   |                      |
|                      |              |               | COMMERCIAL:    | 320,000 S.F. TO | 1 & 2 STORY        |                      |
|                      |              |               | RETAIL         | 370,000 S.F.    | 10,000-55,000 S.F. |                      |
|                      |              |               | OFFICE         |                 |                    |                      |
|                      |              |               | SERVICES       |                 |                    |                      |
|                      |              |               | AMUSEMENT      |                 |                    |                      |
|                      |              |               | RESTAURANT     |                 |                    |                      |
|                      |              |               | INSTITUTIONAL  |                 | 3-6 AC SITE        |                      |
| PAUL RAMSEY          | 6            | 0             |                |                 |                    | 1+ AC                |
|                      |              |               | COMMERCIAL:    | 60,000 S.F. TO  | 10,000-35,000 S.F. |                      |
|                      |              |               | OFFICE         | 72,000 S.F.     |                    |                      |
|                      |              |               | SERVICES       |                 |                    |                      |
|                      |              |               | RETAIL         |                 |                    |                      |
|                      |              |               | LIGHT INDUSTRY |                 |                    |                      |

| DEVELOPMENT PROPERTY     | UPLANDS (AC) | WETLANDS (AC) | USE         | DENSITY         | BLDG SIZE            | ESTIMATED OPEN SPACE |
|--------------------------|--------------|---------------|-------------|-----------------|----------------------|----------------------|
| STAFFORD FOREMAN HILL RD | 28           | 13            |             |                 |                      | 14+ AC               |
|                          |              |               | COMMERCIAL: | 325,000 S.F. TO |                      |                      |
|                          |              |               | RETAIL      | 375,000 S.F.    | RETAIL               |                      |
|                          |              |               | HOTEL       |                 | 100,000-200,000 S.F. |                      |
|                          |              |               | RESTAURANT  |                 | HOTEL 3 STORY        |                      |
|                          |              |               | AMUSEMENT   |                 | 40,000-60,000 S.F.   |                      |
|                          |              |               | GENERAL     |                 | OTHER 1-2 STORY      |                      |
|                          |              |               |             |                 | 10,000-60,000 S.F.   |                      |

|              |        |       |                             |                |  |  |
|--------------|--------|-------|-----------------------------|----------------|--|--|
| <b>TOTAL</b> | 284.82 | 62.44 |                             |                |  | 96+ AC                                   |
|              |        |       | <b>PROPOSED<br/>MAXIMUM</b> |                |  |  |
|              |        |       | SINGLE FAMILY               | 150 DU's       |  |  |
|              |        |       | MULTI-FAMILY                | 805 DU's       |  |  |
|              |        |       | COMMERCIAL                  | 1,926,000 S.F. |  |  |
|              |        |       |                             |                |  | <b>REQUIRED<br/>OPEN SPACE: 80.05 AC</b> |

| <b>TABLE E12</b>                           |               |                |
|--|---------------|----------------|
| <b>MIXED USE DEVELOPMENT DISTRICT</b>      |               |                |
| <b>ROADWAY BUFFER/SETBACK REQUIREMENTS</b> |               |                |
| <b>ROAD</b>                                | <b>BUFFER</b> | <b>SETBACK</b> |
| US HWY 278                                 | 50'           | 50'            |
| SC HWY 46                                  | 50*           | 50*            |
| BURNT CHURCH ROAD                          | 50*           | 50*            |
| FOREMAN HILL ROAD                          | 25'           | 25'            |
| EAST-WEST CONNECTOR                        | 25'           | 25'            |
| INTERNAL STREETS                           | 15'           | 25'            |

\* 50' buffer/setback is from existing right-of-way. If additional right-of-way is required for improvements to SC Hwy 46 or Burnt Church Road, then the buffer/setback shall be 25' from the adjusted right-of-way.

| <b>TABLE E13</b>                      |  |                     |                      |                     |
|---------------------------------------|--|---------------------|----------------------|---------------------|
| <b>MIXED USE DEVELOPMENT DISTRICT</b> |  |                     |                      |                     |
| <b>PERIMETER BUFFER/SETBACK</b>       |  |                     |                      |                     |
| <b>DEVELOPMENT<sup>1</sup></b>        | <b>ADJACENT PROPERTY USE<sup>2</sup></b> |                     |                      |                     |
| <b>DISTRICT USE</b>                   | <b>COMMERCIAL</b>                        | <b>MULTI-FAMILY</b> | <b>SINGLE FAMILY</b> | <b>RECREATIONAL</b> |
| COMMERCIAL                            | 10'                                      | 25'                 | 25'                  | 10'                 |
| MULTI-FAMILY                          | 10'                                      | 15'                 | 25' *                | 10'                 |
| SINGLE FAMILY                         | 10'                                      | 10'                 | 10'                  | 10'                 |
| RECREATIONAL                          | 10'                                      | 10'                 | 10'                  | 10'                 |

\* Building set back shall be fifty feet or greater. No building greater than two stories shall be placed within seventy-five feet of the adjacent property line. No vehicular parking or driveways shall be placed within seventy-five feet of the adjacent property lines. This prohibition shall not apply to pedestrian pathways, bike paths, or other passive development.

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<sup>1</sup> Development District Use is the proposed use of the property within the perimeter of the properties subject to this agreement.

<sup>2</sup> Adjacent Property Use is the use of the property outside the perimeter of the Property subject to this agreement.

| <b>TABLE E14</b>                             |                   |                     |                      |
|--|-------------------|---------------------|----------------------|
| <b>MIXED USE DEVELOPMENT DISTRICT</b>        |                   |                     |                      |
| <b>INTERNAL PROPERTY LINE BUFFER/SETBACK</b> |                   |                     |                      |
| <b>USE</b>                                   | <b>COMMERCIAL</b> | <b>MULTI-FAMILY</b> | <b>SINGLE FAMILY</b> |
| <b>COMMERCIAL</b>                            | 0                 | 10'                 | 10'                  |
|  |                   |                     |                      |
| <b>MULTI-FAMILY</b>                          | 10'               | 5'                  | 10'                  |
|  |                   |                     |                      |
| <b>SINGLE FAMILY</b>                         | 10'               | 10'                 | 5'                   |



## EXHIBIT F: PROJECTED BUILDOUT

| Projected Buildout                          | Year               | 1                  | 2            | 3                  | 4                  | 5           | 6                  | 7            | 8            | 9            | 10           | 11           |
|---|--------------------|--------------------|--------------|--------------------|--------------------|-------------|--------------------|--------------|--------------|--------------|--------------|--------------|
| Myrtle Plantation Apartments<br>(150 units) | Phase 1: 175 Units |                    |              |                    |                    |             |                    |              |              |              |              |              |
| MCFE APTS.(128 units)                       |                    |                    |              |                    | Phase 1: 130 Units |             |                    |              |              |              |              |              |
| Myrtle Plantation Apartments<br>(175 units) |                    | Phase 2: 200 Units |              |                    |                    |             |                    |              |              |              |              |              |
| MCFE APTS.(128 units)                       |                    |                    |              |                    |                    |             | Phase 2: 125 Units |              |              |              |              |              |
| Myrtle Plantation Apartments<br>(175 units) |                    |                    |              | Phase 3: 175 Units |                    |             |                    |              |              |              |              |              |
| Commercial Space (40,000')                  | 40,000 S.F.        |                    |              |                    |                    |             |                    |              |              |              |              |              |
| MCFE Comm Space (40,000')                   |                    |                    |              | 40,000 S.F.        |                    |             |                    |              |              |              |              |              |
| Commercial Space (40,000')                  |                    | 40,000 S.F.        |              |                    |                    |             |                    |              |              |              |              |              |
| MCFE Comm Space (40,000')                   |                    |                    |              |                    |                    | 40,000 S.F. |                    |              |              |              |              |              |
| Commercial Space (40,000')                  |                    |                    |              | 40,000 S.F.        |                    |             |                    |              |              |              |              |              |
| MCFE Comm Space (40,000')                   |                    |                    |              |                    |                    |             |                    | 40,000 S.F.  |              |              |              |              |
| Commercial Space (40,000')                  |                    |                    |              |                    | 40,000 S.F.        |             |                    |              |              |              |              |              |
| MCFE Comm Space (40,000')                   |                    |                    |              |                    |                    |             |                    |              | 40,000 S.F.  |              |              |              |
| Commercial Space (40,000')                  |                    |                    |              |                    |                    | 40,000 S.F. |                    |              |              |              |              |              |
| MCFE Comm Space (40,000')                   |                    |                    |              |                    |                    |             |                    |              |              | 40,000 S.F.  |              |              |
| Commercial Space (40,000')                  |                    |                    |              |                    |                    |             |                    | 40,000 S.F.  |              |              |              |              |
| MCFE Comm Space (40,000')                   |                    |                    |              |                    |                    |             |                    |              |              |              | 40,000 S.F.  |              |
| Commercial Space (60,000')                  |                    |                    |              |                    |                    |             |                    |              | 60,000 S.F.  |              |              |              |
| Stafford Properties                         | 150,000 S.F.       | 150,000 S.F.       |              |                    |                    |             |                    |              |              |              |              |              |
| Stafford Foreman Hill                       |                    | 175,000 S.F.       | 175,000 S.F. |                    |                    |             |                    |              |              |              |              |              |
| Ramsey Property                             |                    | 33,000 S.F.        | 33,000 S.F.  |                    |                    |             |                    |              |              |              |              |              |
| Kitty's Landing                             | 100,000 S.F.       | 100,000 S.F.       | 100,000 S.F. |                    |                    |             |                    |              |              |              |              |              |
| MCFE 120 Single Family Homes                |                    |                    |              |                    |                    |             |                    | 24 Dwellings | 24 Dwellings | 24 Dwellings | 24 Dwellings | 24 Dwellings |
| Bluffton Estates                            |                    | 40,000 S.F.        | 40,000 S.F.  | 40,000 S.F.        | 40,000 S.F.        | 40,000 S.F. | 40,000 S.F.        |              |              |              |              |              |

**EXHIBIT G**

**EAST-WEST CONNECTOR ROAD  
WATER IMPROVEMENTS<sup>1</sup>**

**PROJECT #1** - Water Improvements Within East-West Connector Road Right-of-Way

- 10" Waterline - 5,100±l.f.
- Fire Hydrants with valves - 5
- Connections to Existing BJWSA Waterlines - 3
- Inline Gate Valves - 5
- Air Relief Valves - 2

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<sup>1</sup> Actual footages and quantities are subject to change based on BJWSA design requirements.

## EXHIBIT H

### EAST-WEST CONNECTOR ROAD SEWER IMPROVEMENTS<sup>1</sup>

#### **PROJECT #1** - Sewer Improvements Within East-West Connector Road Right-of-Way

- Pump Station - 1
- Force Main - 1,500±l.f.
- Connection to Existing Force Main - 1
- Gravity Sewer - 1,700±l.f.

#### **PROJECT #2** - Deepen Existing Food Lion Pump Station

- Relocate and deepen existing pump station. This will allow shallower (more cost effective) gravity sewer and pump station in Project #1.

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<sup>1</sup> Actual footages and quantities are subject to change based on BJWSA design requirements