

# COUNTY COUNCIL OF BEAUFORT COUNTY

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WM. WESTON J. NEWTON  
CHAIRMAN

D. PAUL SOMMERVILLE  
VICE CHAIRMAN

## COUNCIL MEMBERS

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DEPUTY COUNTY ADMINISTRATOR

LADSON F. HOWELL  
COUNTY ATTORNEY

SUZANNE M. RAINEY  
CLERK TO COUNCIL

## AGENDA

### NATURAL RESOURCES COMMITTEE (Development Agreement Subcommittee)

Monday, May 23  
11:000 a.m.  
Conference Room, Third Floor  
County Government Offices  
4819 Bluffton Parkway, Bluffton

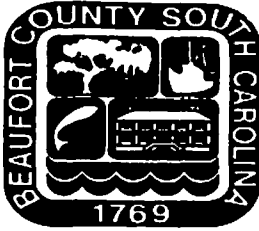
#### Committee Members:

Paul Sommerville, Chairman  
Brian Flewelling, Vice Chairman  
Wm. Weston J. Newton

#### Staff Support:

Tony Criscitiello, Division Director

- 11:00 a.m.**
1. CALL TO ORDER
  2. CONSIDERATION / DEVELOPMENT AGREEMENT AMENDMENT FOR MYRTLE PARK  
([memo](#)) ([development agreement](#)) ([redline](#)) ([backup](#)) ([maps](#))
  3. ADJOURNMENT



## MEMORANDUM

**TO:** Development Agreement Committee  
**FROM:** Anthony Criscitiello, Planning Director *TC*  
**DATE:** May 19, 2011  
**RE:** Myrtle Park Development Agreement

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The third set of amendments to the Myrtle Park Development Agreement applies to two parcels on Burnt Church Road that were governed by the recently expired Myrtle Park Development Agreement. The two parcels are

10.6 acres owned by Crescent Corners LLC located on the southwest corner of Burnt Church Road and the Bluffton Parkway; and  
95 acres owned by Chartwell Mews LLC located on the east side of Burnt Church Road across from the Bluffton Parkway (see attached map).

**Original Myrtle Park Development Agreement:** The original Development Agreement governed the Myrtle Park Project, a 350-acre mixed-use development located primarily between SC 46 and Burnt Church Road along the Bluffton Parkway. Since the County entered into a development agreement with the eight property owners in 1999, a significant amount of commercial and multi-family residential development has occurred under the agreement. Major projects include:

- Target Shopping Center
- Holiday Inn Express
- Bridge Pointe Condominiums
- The Lakes at Myrtle Park
- The Shoppes at Myrtle Park (Piggly Wiggly)
- And the 25,000 square foot building currently leased by the County

Within the area governed by the original agreement, there remains, however, approximately 185 undeveloped acres (see attached map); this includes the 105 acres being requested in the third set of amendments in addition to 80 undeveloped acres for which the original development agreement expired.

**Beaufort County Form-Based Code:** One of the effects of amending the Myrtle Park Development Agreement would be to lock in the County's existing Zoning and Development Standards Ordinance (ZDSO) as it applies to the two parcels until December 2015. However, Beaufort County anticipates adopting a new form-based code in early 2012. Planning staff believes that there is an opportunity to revisit the Myrtle Park development agreement that may further the interests of both Beaufort County and the property owners. The new form-based code will facilitate the creation of

mixed-use, walkable communities in targeted areas of the County where existing development patterns, growth potential and redevelopment potential warrant such development. Staff believes that Myrtle Park has many elements that make it a promising area to promote walkable urbanism. These elements include:

- An interconnected network of streets
- good pedestrian linkages
- Existing moderate-density commercial and multi-family developments
- Good future development opportunities offered by the extension of Bluffton Parkway east of Burnt Church Road.

With the application of the form-based code, there is an opportunity to better integrate the Myrtle Park master plan to create a truly walkable, mixed use community. Both the Southern Beaufort County Regional Plan and the Beaufort County Comprehensive Plan call for land use policies that encourage mixed use development at higher intensity nodes that result in internal trip capture to reduce total vehicle miles travelled (VMTs) on southern Beaufort County's road network. The central location of Myrtle Park, and its frontage on both the US 278 and Bluffton Parkway corridors, make it a perfect candidate for this type of development. The property owners stand to benefit by the prospect of greater flexibility and a streamlined review process offered by the form-based code.

Currently planning staff is still working with the consultant team to complete a draft of the form-based code and anticipates the completion of a public draft in August 2011. At that point, the consultant team will conduct a series of workshops and charrettes to focus on particular planning areas of the county. One of the charrettes is planned for southern Beaufort County in early fall 2011.

**Recommendation:** Staff recommends that the Myrtle Park Development Agreement be amended to incorporate the County's upcoming form-based code. The southern Beaufort County charrette, scheduled for early fall 2011, should be used to apply the new code to the Myrtle Park area to create a walkable, moderate-density, mixed use community that can serve as a model for future redevelopment along the US 278 and Bluffton Parkway corridors. Third and final reading for the revised Development Agreement should be delayed until after the charrette is completed and a revised master plan is created for Myrtle Park.

Also, please note the attached e-mail from Colin Kinton. The access to the Bluffton Parkway is of particular concern. From information in the possession of the Engineering Department, there is a strong belief that the County's access management standards will be difficult to achieve with this development agreement.

# Myrtle Park

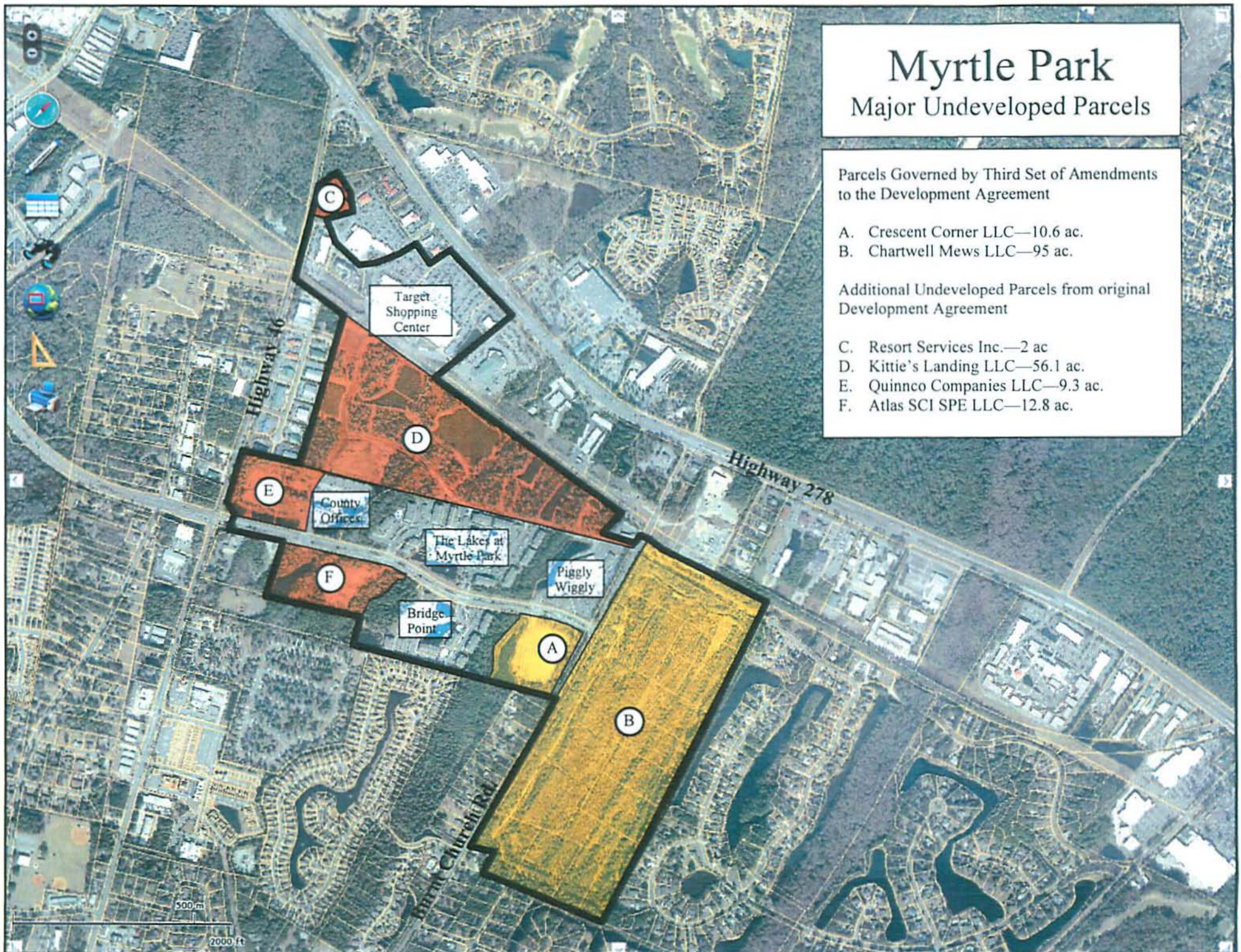
## Major Undeveloped Parcels

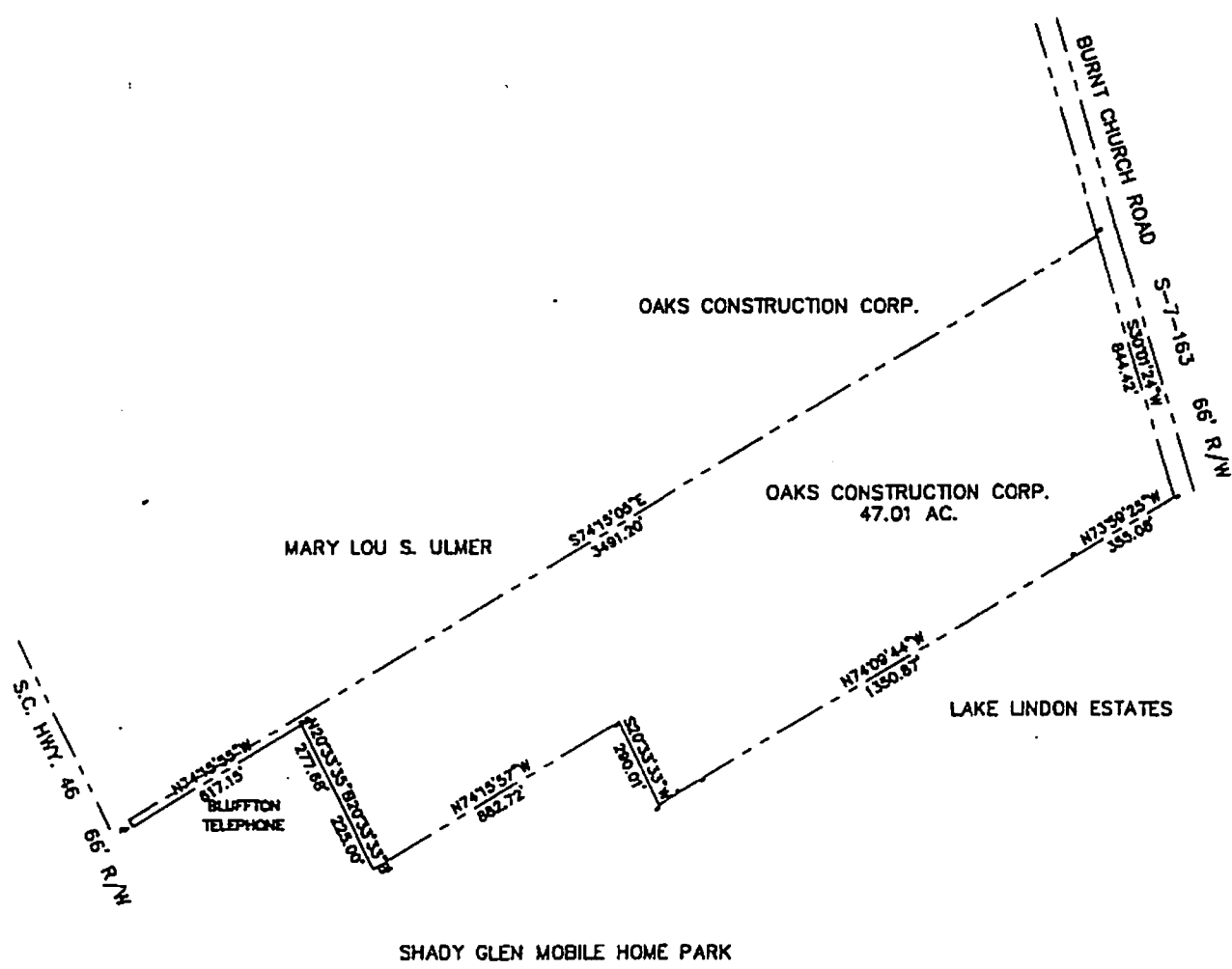
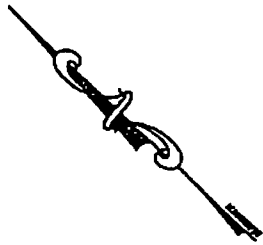
Parcels Governed by Third Set of Amendments to the Development Agreement

- A. Crescent Corner LLC—10.6 ac.
- B. Chartwell Mews LLC—95 ac.

Additional Undeveloped Parcels from original Development Agreement

- C. Resort Services Inc.—2 ac
- D. Kittie's Landing LLC—56.1 ac.
- E. Quinco Companies LLC—9.3 ac.
- F. Atlas SCI SPE LLC—12.8 ac.



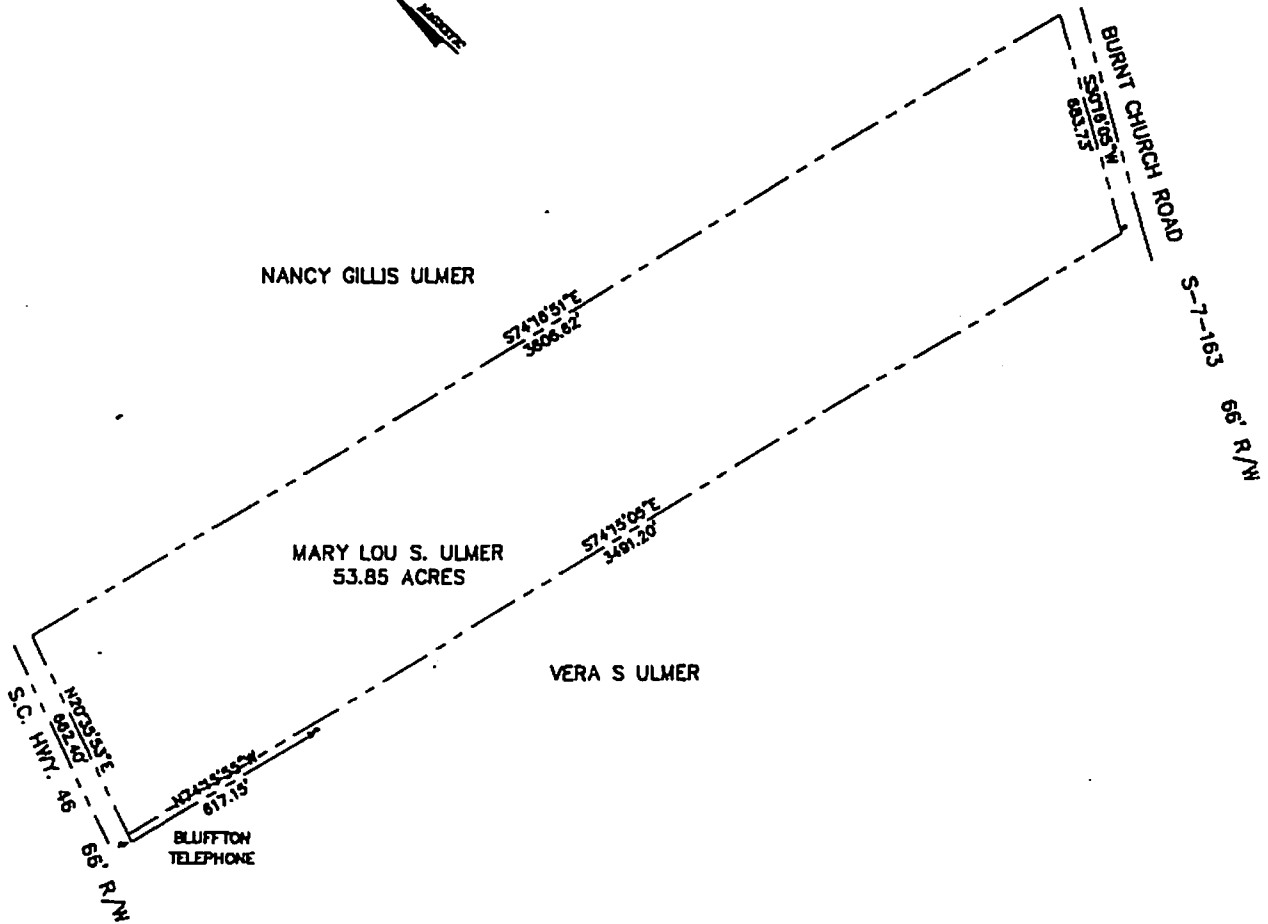
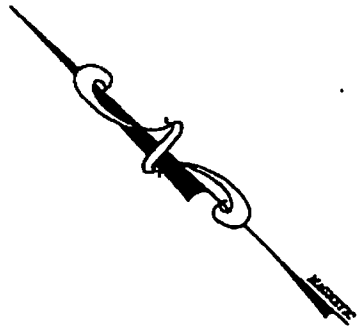


GRAPHIC SCALE



( 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



PROJNAME	DEVTYPE	BLDGAREA	LOTS	UNITS	
MYRTLE PARK-RETAIL CENTER - TIDELANDS BANK (4421)	MYRTLE PAR		0	0	OAKS CONST.
MYRTLE PARK-KITTIES LANDING PH-2	MYRTLE PAR	0	17	0	ULMER ASSO.
MYRTLE PARK-LOT 6A, 2 LOT COMMERCIAL S/D (MINOR)	MYRTLE PAR	0	2	0	STAFFORD PROP.
MYRTLE PARK-ENMARK STATION - 6A	MYRTLE PAR	4124	1	0	OAKS CONST.
MYRTLE PARK-PALMETTO COURT	MYRTLE PAR	47818	0	0	WILLIAM GODFREY
MYRTLE PARK-DOCTOR'S CARE	MYRTLE PAR	6260	0	1	WILLIAM GODFREY
MYRTLE PARK-THE LAKES APT HOMES-NORTHSIDE	MYRTLE PAR	173752		360	OAKS CONST
MYRTLE PARK-BLUFFTON BUSINESS PARK - PH-1	MYRTLE PAR	9040	0	0	WILLIAM GODFREY
MYRTLE PARK-HWY 46 COMMERCIAL	MYRTLE PAR	160000	0	0	ULMER LTD.
MYRTLE PARK-LOWE'S OF BLUFFTON	MYRTLE PAR	135197	0	0	STAFFORD PROP.
MYRTLE PARK-LOW CTRY VILLAGE PH 1	MYRTLE PAR	77702	0	4	STAFFORD PROP.
MYRTLE PARK-HOLIDAY INN EXPRESS	MYRTLE PAR	68000	0	0	ULMER LTD
MYRTLE PARK-RETAIL SHOP ON 46	MYRTLE PAR	19,790	0	0	ULMER LTD.
MYRTLE PARK-LOWE'S OF BLUFFTON 3 LOTS S/D	MYRTLE PAR	3	0	0	STAFFORD PROP.
MYRTLE PARK-CHICK-FIL-A RESTURANT	MYRTLE PAR	4295	0	0	STAFFORD PROP.
MYRTLE PARK-LOWE'S OUTLOT 1	MYRTLE PAR	6000	0	0	STAFFORD PROP.
MYRTLE PARK-LOW CTRY VILLAGE PH 2A	MYRTLE PAR	63160	0	9	STAFFORD PROP.
MYRTLE PARK-BRIDGE POINTE CONDOMINIUMS PH-2 & 3	MYRTLE PAR	227000	0	190	OAKS CONST
MYRTLE PARK-BRIDGE POINTE CONDOMINIUMS PH-1(4327)	MYRTLE PAR	227000	0	190	OAKS CONST.
MYRTLE PARK-PIGGLY WIGGLY	MYRTLE PAR	55900	1	20	OAKS CONST.

## MCFE

Commercial = 320,000 – 370,000  
 Residential S/F = 125 – 175 DU  
 Residential M/F = 230 – 280 DU  
 Government = 3 – 6 Acres

## OAKS CONSTRUCTION

Commercial – 290,000 – 350,000  
 Built – 60,024 Remaining – 289,976  
 Residential M/F – 500-600 DU  
 Built – 550 DU Remaining – 50 DU

## STAFFORD PROPERTIES

Commercial – 325,000-375,000  
 Built – 286,354 Remaining – 88,646

## ULMER ASSOCIATES

Commercial = 270,000 – 330,000  
 Subdivided Property into 17 Lots

## ULMER LIMITED

Commercial = 270,000 – 330,000  
 Built – 247,790 Remaining – 82,210

## WILLIAM GODFREY

Commercial – 210,000 – 270,000  
 Built – 63,118 Remaining – 206,882

## PAUL RAMSEY

Commercial = 60,000 – 78,000





**WHEREAS**, the Development Agreement was executed by the County on December 31, 1999, and provided for a term of ten years to begin upon that date, which would have the Development Agreement expire on December 31, 2009; and

**WHEREAS**, the Owner of the Chartwell Mews Property requested an extension of the Development Agreement beyond the scheduled termination as set forth in Section III of the Development Agreement, by letter dated September 29, 2009 to the County; and

**WHEREAS**, the Development Agreement provided for the construction of the Bluffton Parkway (known as the 'East-West Connector" in the Development Agreement) and associated improvements (including drainage, wetland mitigation and pedestrian paths/sidewalks and bike paths) by the County upon lands to be dedicated to the County by Owner (and others), as shown in the exhibits to the original Development Agreement and Design Guidelines adopted as part of the Second Amendment, and that a portion of this road was dedicated by other parties to the County and constructed, among other things; and

**WHEREAS**, delays and complications also arose during this initial term, including litigation and settlement regarding wetland delineation and establishment of agreed wetland buffers and mitigation as part of Civil Action Number 2001-CP-07-944, which delayed the predecessor in title's plans, as well as completion of the infrastructure improvements contemplated in the Development Agreement lying to the South of Burnt Church Road, being the property now owned by Chartwell Mews, LLC, resulting in there being outstanding obligations under the Development Agreement for both the County and Owner; and

**WHEREAS**, the design, permitting and bidding associated for the construction of the Bluffton Parkway has taken more time than originally envisioned, with associated condemnation of adjacent properties and road design ongoing as of October, 2010; and

**WHEREAS**, Owner (and its predecessors in title) has diligently pursued its obligations contemplated under the Development Agreement, and in all manners complied with the terms (as amended) of the Development Agreement, including dedication of other lands to the County as provided for in the Development Agreement, however, dedication of lands for the Bluffton Parkway have not occurred, because of the delay in design and the potential expiration of the Agreement; and

**WHEREAS**, the road design and associated improvements requires the County to obtain land belonging to Owner not only for the Bluffton Parkway, but for an associate frontage road connector, and storm water infrastructure and ponds; and

**WHEREAS**, the County has initiated multiple condemnation actions beginning on November 5, 2009, including three involving Chartwell Mews, LLC, being 2009-CP-07-6049, 2010 CP-07-4741, and 2010-CP-07-4742; and

**WHEREAS**, turmoil in the financial and real estate markets has increased to levels which have imposed significant obstacles to development of the Property subject to the Development Agreement, especially in the last 24 months; and

**WHEREAS**, Owner desires to extend the Development Agreement to recognize that construction of both Bluffton Parkway and Burnt Church Road improvements were delayed far longer than expected, so that it obtains the intended benefit of the Development Agreement, as well as end the condemnation actions by extending the term, dedicating the road rights of way requested, and agreeing to the compensation offered for lands not originally contemplated for road right of way in the Development Agreement; and

**WHEREAS**, Section 6-31-60 of the Act provides that the parties to a development agreement are not precluded from extending the termination date by mutual agreement; and

**WHEREAS**, the Development Agreement provided in Section III, *Term*, that the term of this Agreement may be renewed as to each individual Owner who may need such an extension; and

**WHEREAS**, during the processing of this Amendment the Owner of the Crescent Corners Property became aware of the request for an extension of the Development Agreement, and has joined in the request for an extension; and

**WHEREAS**, the County finds that the continued development of the Property in accordance with the terms of the Development Agreements and the extension of time requested is in the best interests of the County, and will provide needed right of way for public infrastructure, including areas not contemplated in the Development Agreement; and

**WHEREAS**, it is the intention of the parties hereto adopt the following amendments to the Development Agreement, which are found to be consistent with the requirements of the statutes of the State of South Carolina and the Ordinances of Beaufort County.

**NOW THEREFORE**, in consideration of the terms and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of such consideration being hereby acknowledged, Beaufort County and the Owner Chartwell Mews, LLC hereby agree as follows:

- 1) Paragraph III, *Term*, of the Development Agreement is amended to provide that the term of the Agreement is extended to December 31, 2015 for the properties owned by Chartwell Mews, LLC, more particularly described in the Development Agreement Exhibit D-6, as well as for the property owned by Crescent Corners, LLC, being more particularly described as 10.6 acres in

Records Book 2510 at Page 2243 in the Office of the Register of Deeds for Beaufort County;

- 2) Owner of the Chartwell Mews Property agrees to dedicate the right of way areas as shown in the attached exhibits, being the exhibits attached to the aforementioned condemnation actions, with the only direct compensation from the County being for the value of the additional land not contemplated in the Development Agreement, with the value set forth in the condemnation action (\$13,100.00); and
- 3) All other terms and conditions of the Development Agreement (as amended) shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereby set their hands and seals in multiple counter-parts, effective on the date first above written.

**(EXHIBITS AND SIGNATURES CONTINUED ON FOLLOWING PAGES)**

WITNESSES

CHARTWELL MEWS, LLC.

\_\_\_\_\_

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

Name:

Its: Managing Member

\_\_\_\_\_

STATE OF CONNECTICUT )  
 )  
COUNTY OF \_\_\_\_\_ )

ACKNOWLEDGMENT

I HEREBY CERTIFY, that on this \_\_\_\_\_ day of \_\_\_\_\_, 2011, before me, the undersigned Notary Public of the State and County aforesaid, personally appeared \_\_\_\_\_, as Managing Member of Chartwell Mews, LLC, 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 Connecticut  
My Commission Expires: \_\_\_\_\_

**(EXHIBITS AND SIGNATURES CONTINUED ON FOLLOWING PAGES)**

WITNESSES:

COUNTY OF BEAUFORT, SOUTH CAROLINA

\_\_\_\_\_

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

Name: Weston Newton  
Title: Chairman, Beaufort County Council

\_\_\_\_\_

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

Suzanne M. Rainey  
Clerk to Council

STATE OF SOUTH CAROLINA. )

ACKNOWLEDGMENT

COUNTY OF BEAUFORT. )

I HEREBY CERTIFY, that on this \_\_\_\_ day of \_\_\_\_\_, 2011, before me, the undersigned Notary Public of the State and County aforesaid, personally appeared Weston Newton, as Chairman of Beaufort County Council, and Suzanne M. Rainey, as Clerk to Council, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within document, who acknowledged the due execution thereof.

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

CRESCENT CORNER, LLC.

\_\_\_\_\_

By: \_\_\_\_\_  
Name: John E. Moyer, Sole Member of  
Molande Group, Ltd., an Ohio limited  
liability company, Managing Member of  
Crescent Corners, LLC

\_\_\_\_\_

STATE OF OHIO )  
 )  
COUNTY OF \_\_\_\_\_ )

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

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

**(EXHIBITS CONTINUE ON FOLLOWING PAGES)**





2454, respectively; and

**WHEREAS**, the Development Agreement was executed by the County on December 31, 1999, and provided for a term of ten years to begin upon that date, which would have the Development Agreement expire on December 31, 2009; and

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**WHEREAS**, the Development Agreement provided for the construction of the Bluffton Parkway (known as the "East-West Connector" in the Development Agreement) and associated improvements (including drainage, wetland mitigation and pedestrian paths/sidewalks and bike paths) by the County upon lands to be dedicated to the County by Owner (and others), as shown in the exhibits to the original Development Agreement and Design Guidelines adopted as part of the Second Amendment, and that a portion of this road was dedicated by other parties to the County and constructed, among other things; and

**WHEREAS**, delays and complications also arose during this initial term, including litigation and settlement regarding wetland delineation and establishment of agreed wetland buffers and mitigation as part of Civil Action Number 2001-CP-07-944, which delayed the predecessor in title's plans, as well as completion of the infrastructure improvements contemplated in the Development Agreement lying to the South of Burnt Church Road, being the property now owned by Chartwell Mews, LLC, resulting in there being outstanding obligations under the Development Agreement for both the County and Owner; and

**WHEREAS**, the design, permitting and bidding associated for the construction of the Bluffton Parkway has taken more time than originally envisioned, with associated condemnation of adjacent properties and road design ongoing as of October, 2010; and

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**WHEREAS**, the County has initiated multiple condemnation actions beginning on November 5, 2009, including three involving Chartwell Mews, LLC, being 2009-CP-07-

6049, 2010 CP-07-4741, and 2010-CP-07-4742; and

**WHEREAS**, turmoil in the financial and real estate markets has increased to levels which have imposed significant obstacles to development of the Property subject to the Development Agreement, especially in the last 24 months; and

**WHEREAS**, Owner desires to extend the Development Agreement to recognize that construction of both Bluffton Parkway and Burnt Church Road improvements were delayed far longer than expected, so that it obtains the intended benefit of the Development Agreement, as well as end the condemnation actions by extending the term, dedicating the road rights of way requested, and agreeing to the compensation offered for lands not originally contemplated for road right of way in the Development Agreement; and

**WHEREAS**, Section 6-31-60 of the Act provides that the parties to a development agreement are not precluded from extending the termination date by mutual agreement; and

**WHEREAS**, the Development Agreement provided in Section III, *Term*, that the term of this Agreement may be renewed as to each individual Owner who may need such an extension; and

**WHEREAS**, during the processing of this Amendment the Owner of the Crescent Corners Property became aware of the request for an extension of the Development Agreement, and has joined in the request for an extension; and

**WHEREAS**, the County finds that the continued development of the Property in accordance with the terms of the Development Agreements and the extension of time requested is in the best interests of the County, and will provide needed right of way for public infrastructure, including areas not contemplated in the Development Agreement; and

**WHEREAS**, it is the intention of the parties hereto adopt the following amendments to the Development Agreement, which are found to be consistent with the requirements of the statutes of the State of South Carolina and the Ordinances of Beaufort County.

**NOW THEREFORE**, in consideration of the terms and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of such consideration being hereby acknowledged, Beaufort County and the Owner Chartwell Mews, LLC hereby agree as follows:

- 1) Paragraph III, *Term*, of the Development Agreement is amended to provide that the term of the Agreement is extended to December 31, 2015 for the properties owned by Chartwell Mews, LLC, more particularly described in the Development Agreement Exhibit D-6, as well as for the property owned by

Crescent Corners, LLC, being more particularly described as 10.6 acres in Records Book 2510 at Page 2243 in the Office of the Register of Deeds for Beaufort County;

- 2) Owner of the Chartwell Mews Property agrees to dedicate the right of way areas as shown in the attached exhibits, being the exhibits attached to the aforementioned condemnation actions, with the only direct compensation from the County being for the value of the additional land not contemplated in the Development Agreement, with the value set forth in the condemnation action (\$13,100.00); and
- 3) All other terms and conditions of the Development Agreement (as amended) shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereby set their hands and seals in multiple counter-parts, effective on the date first above written.

**(EXHIBITS AND SIGNATURES CONTINUED ON FOLLOWING PAGES)**

WITNESSES

CHARTWELL MEWS, LLC.

\_\_\_\_\_

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

\_\_\_\_\_

STATE OF CONNECTICUT

)  
)  
)

ACKNOWLEDGMENT

COUNTY OF \_\_\_\_\_

I HEREBY CERTIFY, that on this \_\_\_\_\_ day of \_\_\_\_\_, 2011, before me, the undersigned Notary Public of the State and County aforesaid, personally appeared \_\_\_\_\_, as Managing Member of Chartwell Mews, LLC, 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 Connecticut

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

**(EXHIBITS AND SIGNATURES CONTINUED ON FOLLOWING PAGES)**

WITNESSES:

COUNTY OF BEAUFORT, SOUTH CAROLINA

\_\_\_\_\_

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

Name: Weston Newton  
Title: Chairman, Beaufort County Council

\_\_\_\_\_

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

Suzanne M. Rainey  
Clerk to Council

STATE OF SOUTH CAROLINA. )

ACKNOWLEDGMENT

COUNTY OF BEAUFORT. )

I HEREBY CERTIFY, that on this \_\_\_ day of \_\_\_\_\_, 2011, before me, the undersigned Notary Public of the State and County aforesaid, personally appeared Weston Newton, as Chairman of Beaufort County Council, and Suzanne M. Rainey, as Clerk to Council, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within document, who acknowledged the due execution thereof.

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

CRESCENT CORNER, LLC.

By:

Name: John E. Moyer, Sole Member of  
Molande Group, Ltd., an Ohio limited  
liability company, Managing Member of  
Crescent Corners, LLC

STATE OF OHIO )

ACKNOWLEDGMENT

COUNTY OF )

I HEREBY CERTIFY, that on this \_\_\_\_\_ day of \_\_\_\_\_, 2011, before me, the undersigned Notary Public of the State and County aforesaid, personally appeared John E. Moyer, Sole Member of Molande Group, Ltd., an Ohio limited liability company, the Managing Member of Crescent Corner, LLC, 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 Ohio

My Commission Expires:

(EXHIBITS CONTINUE ON FOLLOWING PAGES)



## Criscitiello, Anthony

---

**Subject:** RE: Myrtle Park Development Agreement

**From:** Kinton, Colin  
**Sent:** Tuesday, May 17, 2011 4:48 PM  
**To:** Criscitiello, Anthony  
**Cc:** McFee, Robert  
**Subject:** RE: Myrtle Park Development Agreement

Tony,  
The access plan that Tedder was previously proposing (not sure if this has changed since November 2010), calls for a full access only about 1,500 ft from the Burnt Church intersection and 1,000 ft from another proposed new access. This full access would violate the County's Access Management Ordinance for Bluffton Parkway. The developer is only looking at their access issue on Bluffton Parkway without bringing up the point that they have full access to Burnt Church. With full access to Burnt Church, they can get into and out of their property from anywhere. It's just that some of their customers will need to make a safe left-turn at a traffic signal, that's all.

Please let me know if you have any additional questions. Thanks

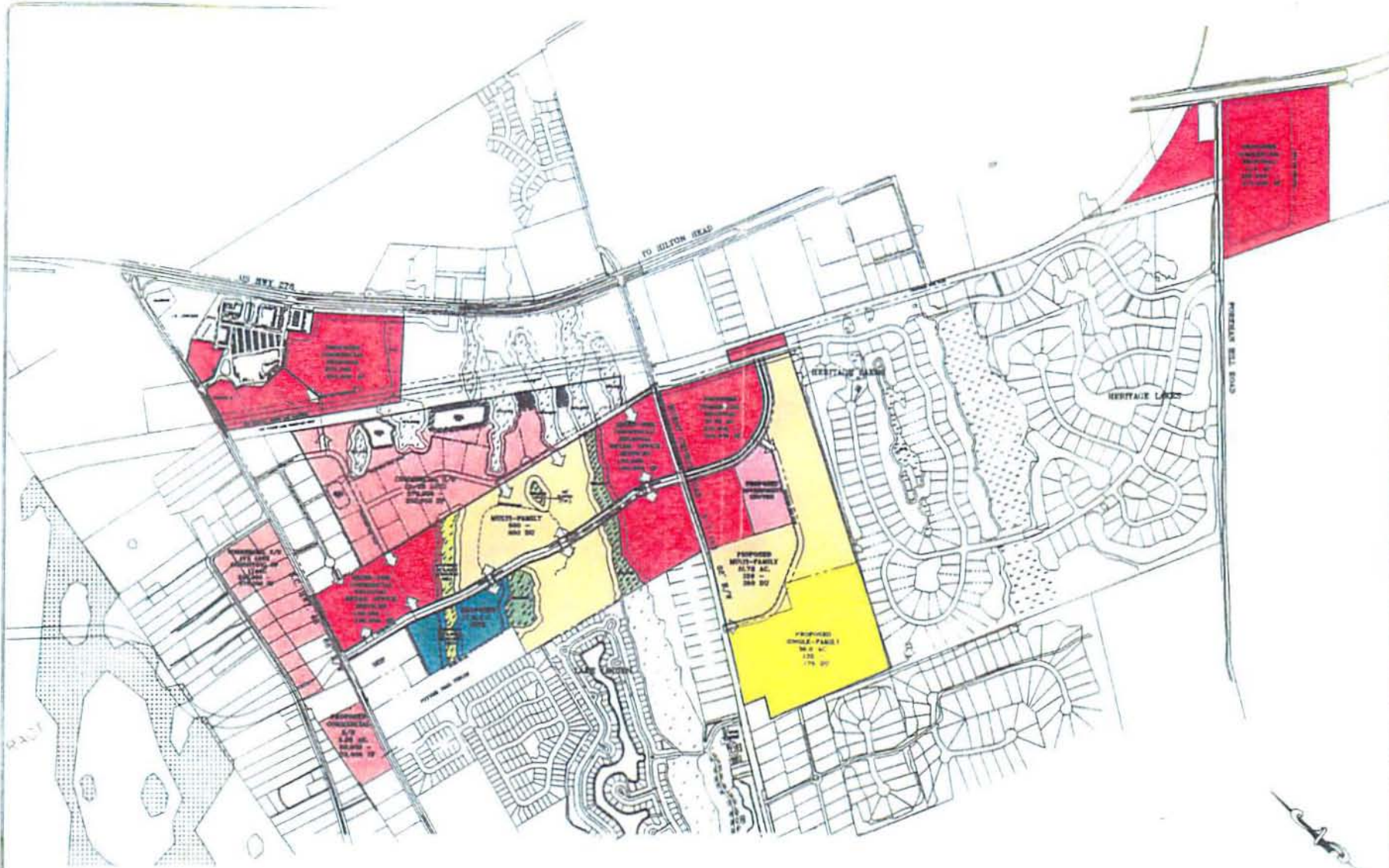
Colin Kinton, P.E.  
Beaufort County Traffic & Transportation Engineer  
[ckinton@bcgov.net](mailto:ckinton@bcgov.net)  
Phone: (843) 255-2940  
Beaufort County, SC



Please consider the environment before printing this email.

**From:** Criscitiello, Anthony  
**Sent:** Tuesday, May 17, 2011 3:07 PM  
**To:** Kinton, Colin  
**Cc:** McFee, Robert  
**Subject:** Myrtle Park Development Agreement

Colin,  
Monday May 23<sup>rd</sup> at 11 a.m. Bluffton Government Center the Dev. Agreement will be discussed. Tedder is proposing something that relates to Bluffton Parkway 5A. Call me.  
Tony



# EXHIBIT B1 CONCEPTUAL LAND USE PLAN

REVISED NOV. 12, 1998

MYRTLE PLANTATION  
SC HWY 46 / BURNT CHURCH ROAD  
BLUFFTON TOWNSHIP  
BEAUFORT COUNTY SOUTH CAROLINA

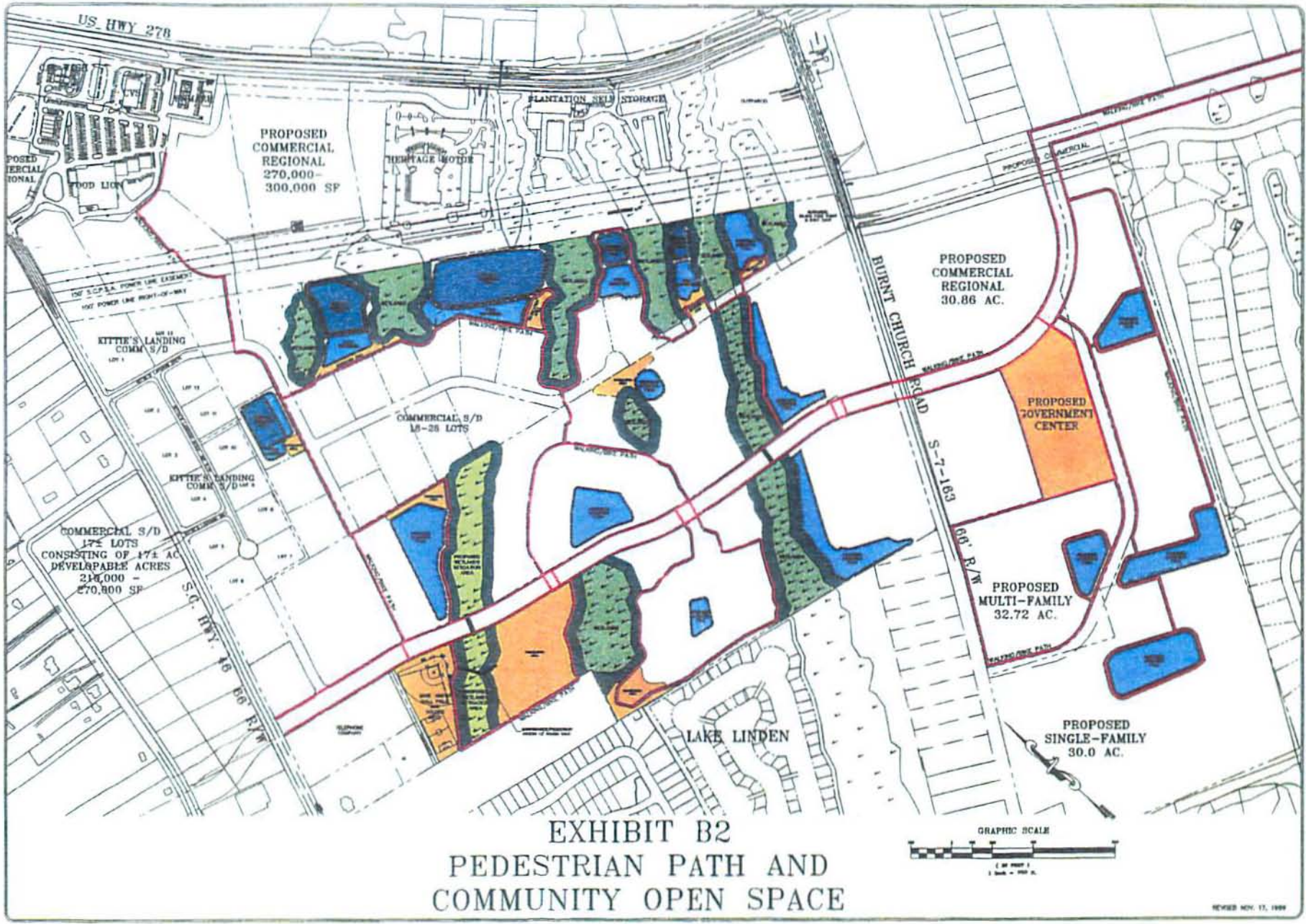
**EC** Andrews Engineering Co., Inc.  
1000 N. W. 10th St.  
Fort Lauderdale, FL 33309  
Tel: (954) 322-1998

**DRAWING RELEASED FOR:**  
 PLAN REVIEW  
 PERMIT DRAWING  
 CONSTRUCTION PLANS  
 AS-BUILT DRAWINGS  
 OTHER

DESIGNED BY	DATE
CHECKED BY	DATE
APPROVED BY	DATE

JOB#9200

EXHIBIT B1  
CONCEPTUAL LAND USE PLAN



**EXHIBIT B2  
PEDESTRIAN PATH AND  
COMMUNITY OPEN SPACE**



REVISED NOV. 17, 1999

SHEET  
1  
OF  
1

MYRTLE PLANTATION  
SC HWY 46 / BURNT CHURCH ROAD  
BILFLOTTON TOWNSHIP  
BEAUFORT COUNTY, SOUTH CAROLINA

PEDESTRIAN PATH AND  
COMMUNITY OPEN SPACE

**AEC** Andrews Engineering Co., Inc.  
P.O. Box 3300  
101 Park, S.C. 29528  
PH. (853) 222-1940  
FAX (853) 222-2175

**DRAWING RELEASED FOR**

PLAN REVIEW  
 PERMIT DRAWING  
 CONSTRUCTION PLANS  
 AS-BUILT DRAWINGS  
 OTHER: \_\_\_\_\_

DESIGNED BY: \_\_\_\_\_  
DRAFTER: \_\_\_\_\_  
CHECKED BY: \_\_\_\_\_  
APPROVED BY: \_\_\_\_\_  
DATE: 10/17/99  
SCALE: 1"=50'

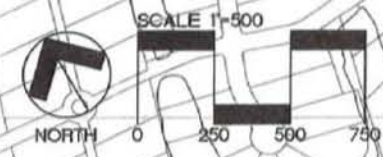
JOB: 92006



**NOTE:**  
 The Conceptual Master Plan ("Master Plan") represents the projected future development of this property. The Master Plan is a changeable design and may be modified and altered in any time by the respective owners named in the Future Platings (development agreements, lease agreements or covenants, in response to market conditions, changing needs of end users, changing requirements of governmental agencies, and an increased knowledge of all characteristics of property lines, spot elevations and narrative descriptions for graphic representation only; as an aid to site location and possible potential land use and site representations as to future uses or locations.

Any person desiring to determine actual compliance should ensure the appropriate (state, local) laws and codes applicable to specific portions of the property as available for inspection in the Office of the Beaufort County Engineer.

# APPENDIX B1 CONCEPTUAL MASTER PLAN



CONDITIONS



TENNIS @ MULTIFAMILY



ARCHITECTURAL SAMPLE IMAGES



WEXFORD VILLAGE



BUS STOP



ON - STREET PARKING



R WETLAND



AL EXAMPLES



MULTI FAMILY RESIDENTIAL



MULTI FAMILY RESIDENTIAL



MULTI FAMILY RESIDENTIAL



SINGLE FAMILY RESIDENTIAL



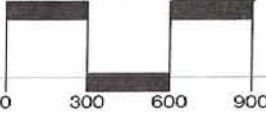
SINGLE FAMILY RESIDENTIAL



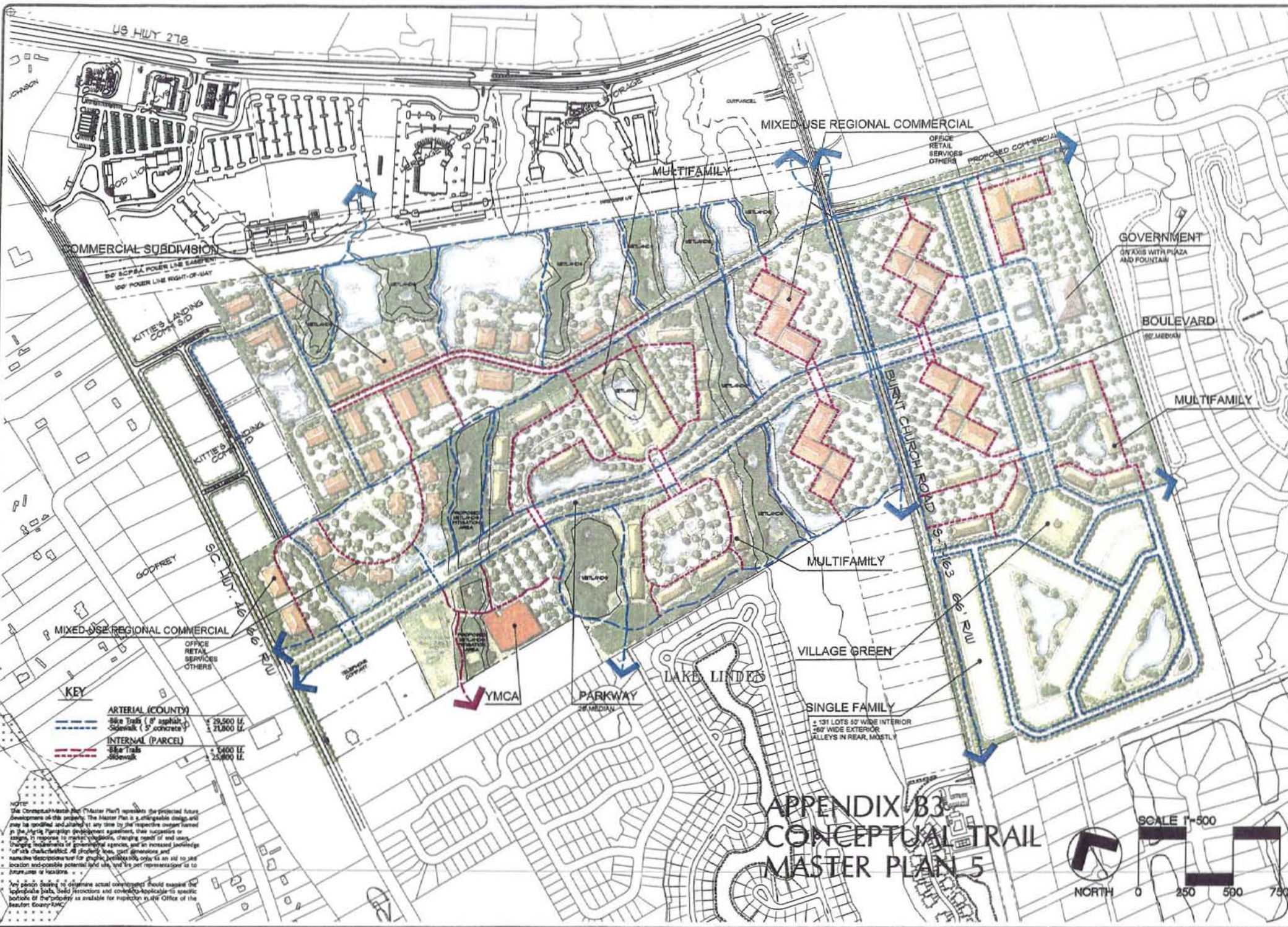
# APPENDIX B2 CONCEPTUAL MASTER PLAN with Photos



SCALE 1"=600'



This Plan ("Master Plan") represents the projected future development of the property. The Master Plan is a changeable design and is subject to change at any time by the respective owners named in the Myrtle Plantation development agreement, their successors or assigns, in light of changing needs of end users, changing requirements of governmental agencies, and an increased knowledge of site conditions. The site dimensions and narrative descriptions are for graphic presentation only, as an aid to site location and possible potential future uses or locations. Any person desiring to determine actual commitments should examine the appropriate zoning ordinances applicable to specific portions of the property as available for inspection in the Office of the Beaufort County RMC.



**KEY**

ARTERIAL (COUNTY)	
8' Asphalt	± 29,500 U.
8' Concrete	± 21,000 U.

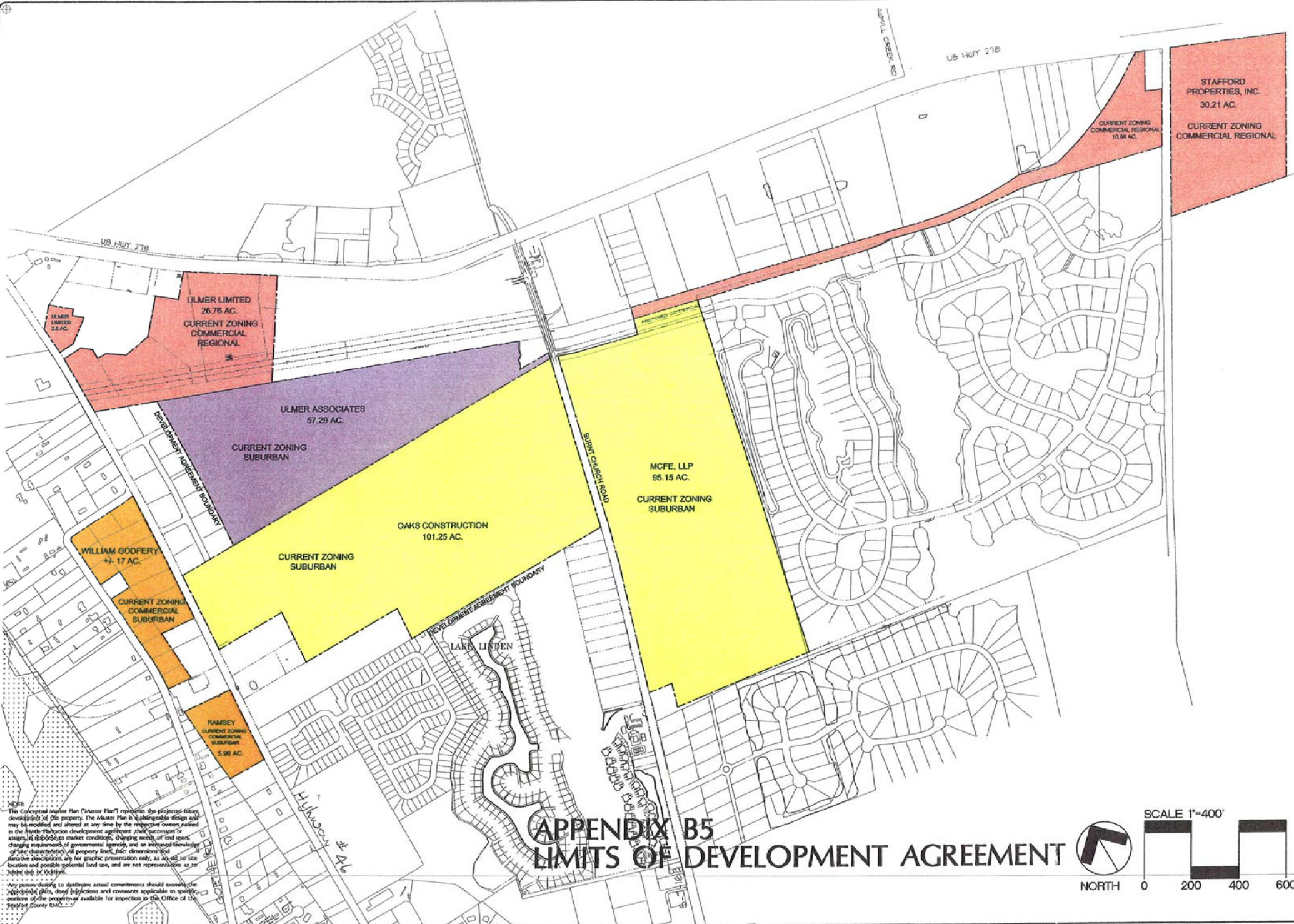
INTERNAL (PARCEL)	
8' Asphalt	± 1,000 U.
8' Concrete	± 25,000 U.

**NOTE:**  
The Conceptual Master Plan (Master Plan) represents the projected future development of the property. The Master Plan is a conceptual design and may be modified and altered at any time by the respective owner based on the Jointly Prepared development agreement, their suggestions or changes, or response to market conditions, changing needs of end users, changing localities of governmental agencies, and an increased knowledge of site characteristics. All property lines, easements and easement descriptions for graphic purposes only is an aid to aid location and possible potential land use. We've not representation as to future uses or locations.  
Any person wishing to observe actual construction should examine the applicable plans, field instructions and contracts applicable to specific portions of the property as available for inspection in the Office of the Director, Georgia Dept. of Transportation.

# APPENDIX B3 CONCEPTUAL TRAIL MASTER PLAN 5

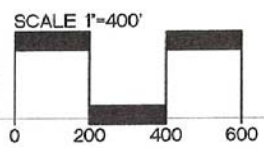
**SCALE 1"=500'**

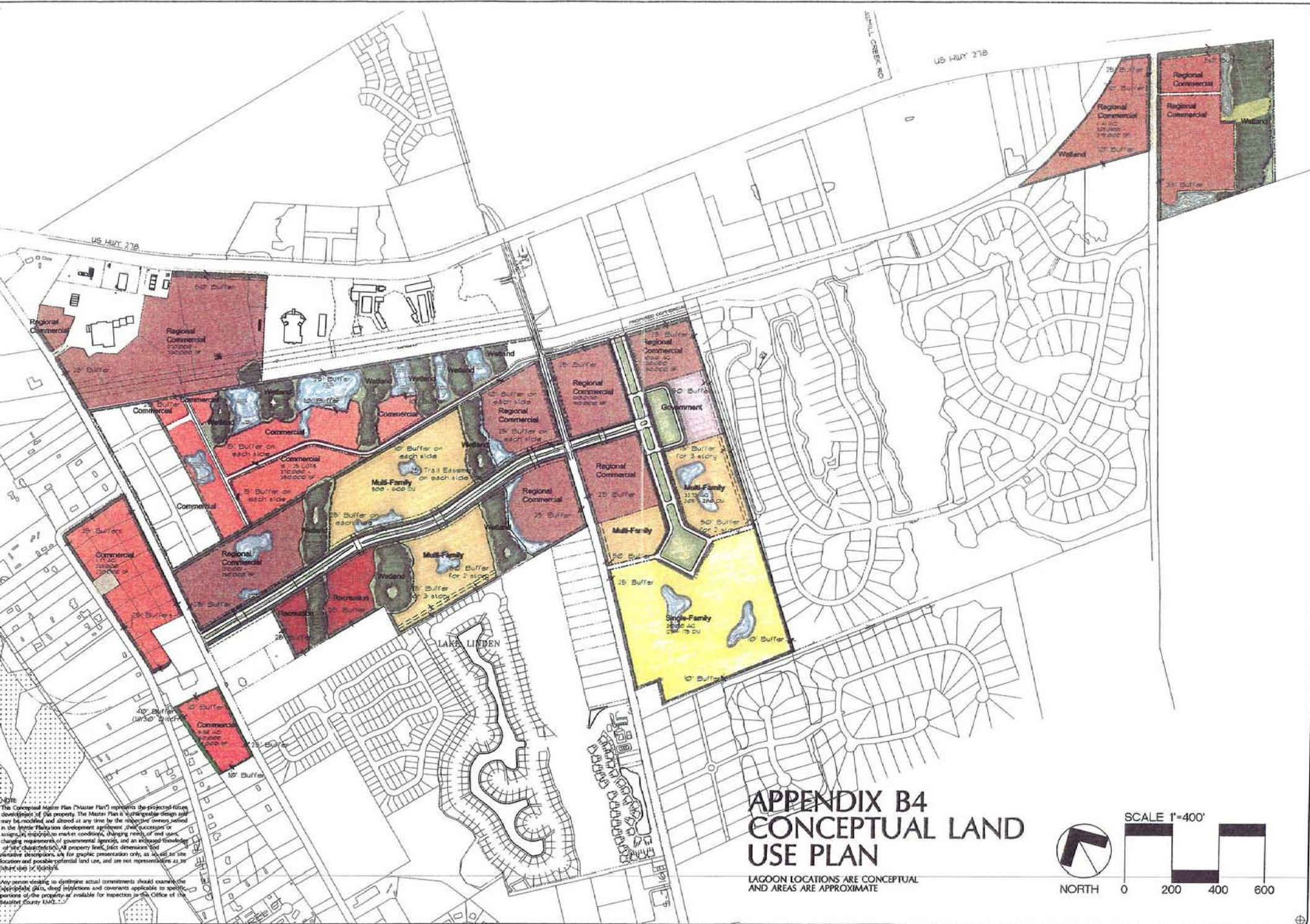
**NORTH**  
0 250 500 750



**NOTE**  
 The Conceptual Master Plan ("Master Plan") represents the projected future development of the property. The Master Plan is a conceptual design and may be modified and altered at any time by the respective Owners, subject to the Master Plan development agreement, their successors or assigns, in response to market conditions, changing needs of end users, changing requirements of governmental agencies, and an increased knowledge of site characteristics. All property lines, lot dimensions and narrative descriptions are for graphic presentation only, as they are to site location and possible potential land use, and are not representations as to title or use of the site.  
 Any person desiring to determine actual commitments should examine the applicable plats, deed restrictions and covenants applicable to specific portions of the property, as available for inspection in the Office of the Board of County Commissioners.

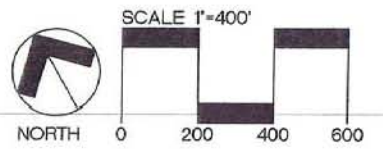
# APPENDIX B5 LIMITS OF DEVELOPMENT AGREEMENT





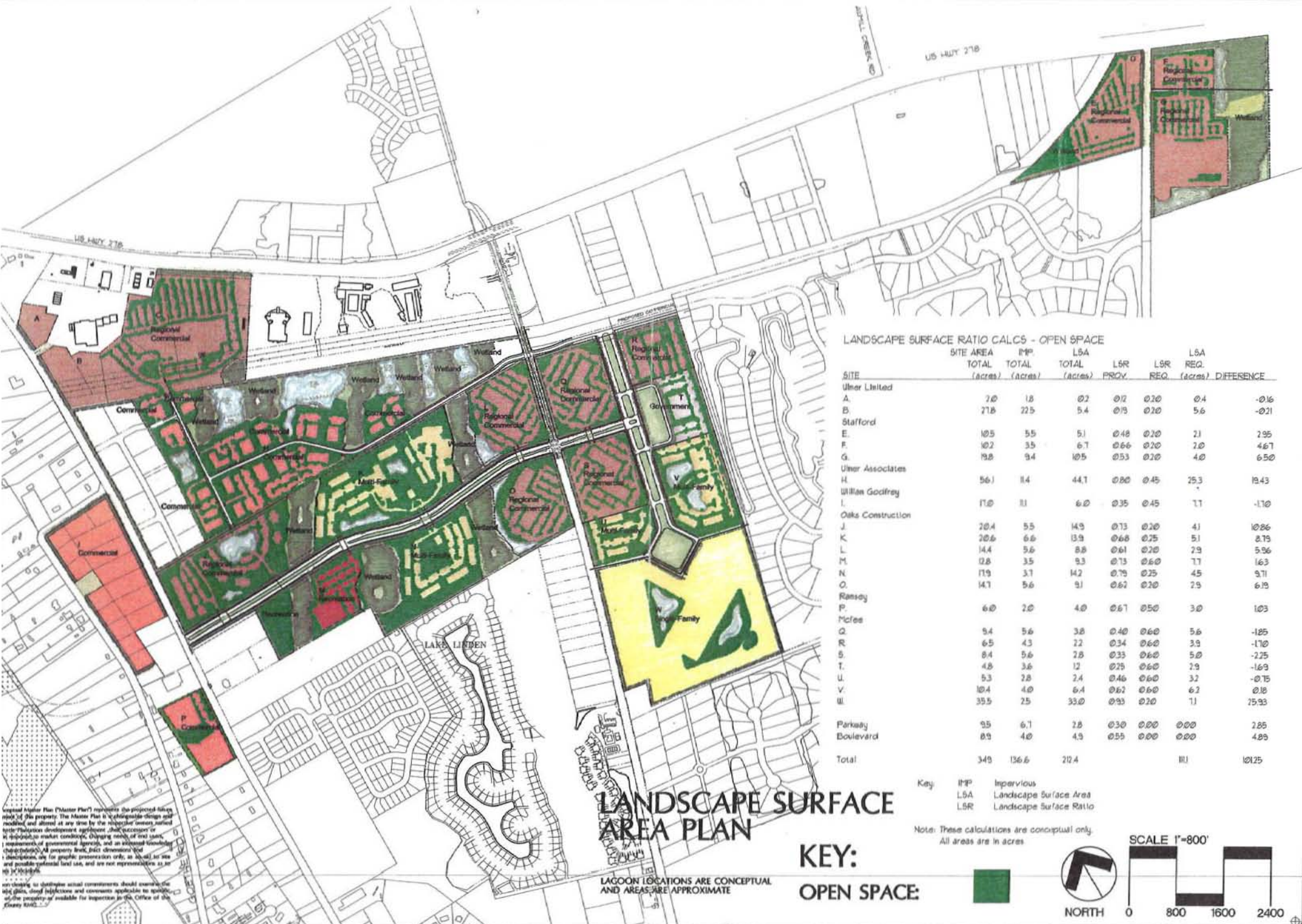
# APPENDIX B4 CONCEPTUAL LAND USE PLAN

LAGOON LOCATIONS ARE CONCEPTUAL  
AND AREAS ARE APPROXIMATE



**NOTE**  
The Conceptual Master Plan ("Master Plan") represents the projected future development of the property. The Master Plan is a conceptual design and may be modified and altered at any time by the respective Owners, subject to the future finalization development agreement, their successors or assigns, in response to market conditions, changing needs of end users, changing requirements of governmental agencies, and an ongoing knowledge of site characteristics. All property lines, lot dimensions and tentative descriptions are for graphic presentation only, and are not representations as to their true or actual dimensions.  
Any person wishing to determine actual dimensions should examine the appropriate plat, deed, reference and comments applicable to specific portions of the property as available for inspection in the Office of the Board of County Commissioners.





LANDSCAPE SURFACE RATIO CALCS - OPEN SPACE

SITE	SITE AREA TOTAL (acres)	IMP (acres)	L&A TOTAL (acres)	L&R PRGV	L&R REQ	L&A REQ (acres)	DIFFERENCE
Ulmer Limited							
A.	7.0	1.8	0.2	0.72	0.20	0.4	-0.16
B.	71.8	22.5	5.4	0.75	0.20	5.6	-0.21
Stafford							
E.	10.5	5.5	5.1	0.48	0.20	2.1	2.95
F.	10.2	3.5	6.7	0.66	0.20	2.0	4.67
G.	19.8	9.4	10.5	0.53	0.20	4.0	6.50
Ulmer Associates							
H.	56.1	11.4	44.7	0.80	0.45	25.3	19.43
William Godfrey							
I.	17.0	1.1	6.0	0.35	0.45	1.1	-1.10
Oaks Construction							
J.	20.4	5.5	14.9	0.73	0.20	4.1	10.26
K.	20.6	6.6	13.9	0.68	0.25	5.1	8.15
L.	14.4	5.6	8.8	0.61	0.20	2.9	5.56
M.	2.8	3.5	9.3	0.73	0.60	7.7	16.3
N.	17.9	3.1	14.2	0.79	0.25	4.5	9.71
O.	14.1	5.6	9.1	0.62	0.20	2.9	6.19
Ransoy							
P.	6.0	2.0	4.0	0.67	0.50	3.0	1.03
Mcfee							
Q.	5.4	5.6	3.8	0.40	0.60	5.6	-1.25
R.	6.5	4.3	2.2	0.34	0.60	3.9	-1.70
S.	8.4	5.6	2.8	0.33	0.60	5.0	-2.25
T.	4.8	3.6	1.2	0.25	0.60	2.9	-1.69
U.	5.3	2.8	2.4	0.46	0.60	3.2	-0.15
V.	10.4	4.0	6.4	0.62	0.60	6.2	0.18
W.	35.5	2.5	33.0	0.93	0.20	1.1	25.93
Parkway Boulevard							
	9.5	6.1	2.8	0.30	0.00	0.00	2.85
	8.5	4.0	4.5	0.55	0.00	0.00	4.85
Total	349	136.6	212.4			111	101.25

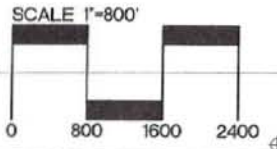
Key: IMP Impervious  
L&A Landscape Surface Area  
L&R Landscape Surface Ratio

Note: These calculations are conceptual only.  
All areas are in acres

# LANDSCAPE SURFACE AREA PLAN

LAGOON LOCATIONS ARE CONCEPTUAL AND AREAS ARE APPROXIMATE

KEY:  
OPEN SPACE:



entire Master Plan ("Master Plan") represents the proposed future use of this property. The Master Plan is a conceptual design and is not intended to be used as a basis for any regulatory or other action. It is subject to change without notice and is not intended to be used as a basis for any regulatory or other action. It is subject to change without notice and is not intended to be used as a basis for any regulatory or other action. It is subject to change without notice and is not intended to be used as a basis for any regulatory or other action.

Edward B...  
Job 1900  
Date 11/14  
Drawn by  
App'd by  
Reviewed by