

COUNTY COUNCIL OF BEAUFORT COUNTY

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AGENDA
NATURAL RESOURCES COMMITTEE
(Development Agreement Subcommittee)
Monday, March 19, 2011
8:30 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

1. CALL TO ORDER – 8:30 a.m.
2. CONSIDERATION / DEVELOPMENT AGREEMENT AMENDMENT FOR MYRTLE PARK / CHARTWELL MEWS TRACT *a.k.a.* MCFEE TRACT
([backup](#)) ([charrette](#))
3. ADJOURNMENT

DAVID L. TEDDER, ESQUIRE

604-A Bladen Street X Beaufort, South Carolina 29902 X (843) 521-4222 X (843) 521-0082 fax
dave@tedderlawoffice.com

MEMORANDUM

TO: Members of Council Natural Resources Committee
FROM: David L. Tedder
DATE: October 14, 2011
RE: Myrtle Park Development Agreement Extension - Chartwell Mews

I am following up on the meetings held initially in December of 2010, and followed up again on May 24th and July 25th with the Development Agreement Sub-committee. At the May meeting, I was requested to contact the owners of the remaining undeveloped parcels to determine if they wished to join in the request by Chartwell Mews (approximately 95 acres) and Crescent Corners (approximately 10 acres) to extend the Development Agreement. In July, I provided a copy of a specimen letter I mailed out, along with the list of those to whom it was sent. I also attached the two written responses I had received. These two owners comprise the vast majority of the undeveloped property, being what was identified as the Kittie=s Landing area (approximately 56 acres), as well as the Quincco Companies area (approximately 6 acres). I am informed that one of the other properties is in bankruptcy (Oaks), and that the Atlas SSC1 SPE LLC property was foreclosed and that the Atlas LLC is a bank holding company. The owner of the Enmark site (approximately 3 acres) has subsequently contacted me, and has also asked to be joined in with the other Owners. In sum, Chartwell Mews and Crescent have been able to have the vast majority of the undeveloped parcels join in, with the result the total densities over the Development Agreement area will be maintained, and extending the Development Agreement will not have an incidental consequence of increasing the overall density as a result of the zoning being reverted to the pre-development agreement status.

The most troublesome matter discussed at the May and July meetings was the full access off Bluffton Parkway for the Chartwell Mews 96 acre parcel, which is shown as Access Point 5 on Access Exhibit Sheet 2. That full access point had been negotiated over a year long period, and was part of a settlement in the County=s condemnation action. Initially in December there was a staff recommendation to allow the full access, and it was believed by the applicant that the May meeting was only needed to address who would be included in the extension, a question that was raised in the December meeting. However, that recommendation was altered and was the center of discussion at the May meeting, At the July meeting, there was a further clarification from Engineering that the full access was designed in a safe manner and met State separation requirements, and therefore was acceptable on those counts. Additionally, access points from Burnt Church Road were discussed, with recommendations received from the Engineering Department agreeing in principal that the proposed locations were acceptable, but further noting Burnt Church was a State road and ultimately that would be a decision of the SC Dept. of Transportation. At the July meeting, the Sub-committee voted approval of the full access to bring this matter forward, provided that an exhibit was prepared that clearly indicated the access points and the separations that were discussed. All of these discussed access points are shown on the attached Access Exhibit, Sheet 2. These Exhibits were provided to Beaufort County Engineering, and a copy of their response letter indicating general acceptability of the drawings, but noting encroachment permits would be required to the State and Beaufort County as indicated.

In an effort to provide a short history of the extension process, fully realizing that the full access point is likely to again be a topic of discussion, I have included below the timing and matters that have been discussed since September of 2009. I believe it is important to review the initial creation of what is known as the Myrtle Park Development Agreement, and the design of the project and its roads to fully understand the importance and consistency of what is now proposed with the initial planning more than 10 years ago.

Briefly, in 1999 eight owners of approximately 346 acres entered into a lengthy planning process initially with the Town of Bluffton, and thereafter, at the County's request, finalized the planning and development agreement process with Beaufort County. The planning process included not only a Development Agreement, but also a Tax Increment Financing District to finance a Redevelopment Plan addressing road and other infrastructure construction, all of which were fully vetted over many months through numerous public hearings, County Committees, and ordinance and bond procedures. It was desired that this area be the epicenter of planned growth in this area, providing a mixed use development that was pedestrian and bicycle friendly as an alternative to the thoroughfare type speedway of Highway 278, with its line of big box developments. To that end, a road plan and pedestrian path system was created, and financed in part by Beaufort County in accordance with plans which were part of the TIF Redevelopment Plan. It was noted during this planning process that the TIF would be in place longer than the Development Agreement (fifteen years versus ten years), and a specific provision was included in the Development Agreement providing for an owner to obtain an extension if the extension was needed.

Oaks Construction then proceeded to build under the design-build provisions included in the Development Agreement what should be known as Phase 1 of the Bluffton Parkway, extending from Burnt Church to Highway 46. Included were the pedestrian/bike paths that had been discussed, as well as jointly planned storm water facilities. Please note on the attached Access Exhibit, Sheets 1 and 3, the spacing of the full access points along this Phase 1 portion of what was then called the East-West Connector, and now known as the Bluffton Parkway. Those accesses are from 500 to 815 feet apart, including an access point on the western side of the project across Highway 46 which is 540 feet from the centerline of 46, which services a property which was included in the Development Agreement, being the Godfrey Commercial 17 acre subdivision.

The part of the Bluffton Parkway which is involved in this Development Agreement extension is called Phase 5-A by the County, but in reality it should be Phase 1-A, a mere continuation of the initial Phase 1. We think of it as Phase 1-A because the planning for this area was and is the same now as was originally planned in the Development Agreement as part of the initial Phase 1, for both this property and the area lying between 46 and Burnt Church; a bike and pedestrian friendly mixed use development that is not on a speedy thoroughfare like Highway 278 is designed. Road design for Phase 1 was based on a 35 mile per hour design, and blocks were kept to Smart Growth lengths for the type of mixed use that was planned, with landscaped plantings as medians. This is clearly shown on Access Exhibit Sheet 3.

To that end on the Chartwell Mews property, the first access point to the east of Burnt Church is approximately the same separation as that in existence on the other side of Burnt Church, and similar to that across to the West of Highway 46, with the exception the proposed access is a limited right in, right out access on both sides of Bluffton Parkway, rather than full access. These are shown on Access Exhibit Sheet 2 as Access Points 6 and 7. The only full access (Access Point 5) is approximately 1,000 feet from the centerline of Burnt Church, 450 feet from the limited right in right out Access Point 6, and 700 feet from the next access point (Access Point 4), which is beyond the property boundaries of the Chartwell Mews Property on the South side, and passes through property obtained from Chartwell Mews through condemnation by Beaufort County on the North. These distances are entirely consistent with the road plans and layout throughout the other Development Agreement properties, and respect and honor the original design parameters of the Development Agreement and the subsequently approved Design Guidelines, which envision this area as being the center of the mixed use development.

Construction of the Bluffton Parkway eastward from the initial Phase 1 area that is necessary for the development of the Chartwell Mews property has experienced many delays, partially because of design considerations regarding placement along the electric right of way and accommodating existing development towards and past the Tanger Outlet areas, as well as funding under the 1% sales tax and impact fee programs. There was another delay caused by the need to resolve a wetland delineation matter near the reserved road right of way with S.C. DHEC, and design and redesign internally as a result of the County choosing to obtain five acres in the Bluffton Technology Park instead of the reserved five acre site within the Chartwell Mews Property. Lastly, since 2007 the economic downturn and recession have hampered efforts to

move forward. All of these factors have contributed to the need for the extension to the term of the Development Agreement, as was originally provided for in the 1999 negotiations.

Accordingly, in September of 2009 I requested on behalf of my clients an extension as was contemplated and provided for in the DA, and after receiving almost contemporaneously a condemnation action for the area for Phase 5-A and a new area for the Tanger Outlet Frontage Roads, began to work with both the County Attorney and the condemnation attorney to resolve the road alignment and access issues. Almost a year later to the day, September 22, 2010, having reached agreement on the alignment and access through the attorney for the County in the condemnation action, I agreed to a Consent Order in that case allowing an amendment to the area being condemned which provided for the negotiated access. See the attached letter from the County's attorney, the reference to the agreed upon alignment as shown on the two pages attached to the amended condemnation action. Please note that at the match lines on these sheets, a full access intersection is shown. That is the same area as shown on Access Exhibit Sheet 2 as Access Point 5.

Throughout this time I stayed in constant contact with the County regarding the need to resolve both the DA and condemnation matters concurrently. The purpose of the December 13, 2010 meeting was to get the DA process going again. At that meeting, County staff opined that there was nothing materially wrong with the placement of the full access across Bluffton Parkway. In May, however, just a few months later, the staff modified its position and recommended removal of full access by extending a median barrier through where the full access was to be located, in direct contravention to the design plans submitted to the Court in the condemnation action, and also to me as attorney for Chartwell Mews in the negotiations. Both I and my client relied on that amended condemnation in the course of reacting and responding to the lawsuit. Placing that median barrier would also sever the pedestrian bike paths interconnectivity as shown on the original Development Agreement Exhibits.

The main rationale for the change in position was that a full access point was not in accordance with the access separation guidelines in the recently adopted Bluffton Parkway access management plans, which would have the full access points further apart. However, as argued at the July meeting, such a road design is not in accordance with the unified master plan approved by the County Council in the 1999 Development Agreement, which among other things, provides for a pedestrian friendly development throughout the 346 acres of the Development Agreement area, with interconnecting bike paths and sidewalks, including a crossing in the area the negotiated full access was settled upon on the Chartwell Mews property. At the July meeting, Engineering again modified its recommendation, determining as stated above that the design was a safe design in accordance with recognized road design standards. The County Development Agreement Subcommittee then voted to approve the extension with the access points to be clearly indicated on a drawing and with the one full access point allowed in the area negotiated as part of the condemnation action. That is what is shown on the Access Exhibit Sheet 2. We have also provided the letter from County Engineering which generally approves the location and type of accesses as shown on the Exhibits, although noting there are encroachment permits needed from the State and County.

We ask the Natural Resources Committee to make a favorable recommendation on the Extension Agreement and the clarifications regarding agreed upon access points for four basic reasons; first, applying road access standards created under an access management plan that was not in effect at the time the Development Agreement was enacted, and not in accordance with the provisions of the Development Agreement terms is not appropriate, especially in light of the degree of completion of the total Development Agreement area.

Secondly, as argued at the May and July meetings, this area was designed as part and parcel of the Development Agreement as a pedestrian friendly unified development, and the East-West Connector was not envisioned as a high speed thoroughfare, as the Bluffton Parkway access management plan would place in effect in this area. To in effect barricade one side of the Chartwell Mews property from the other by an uninterrupted median barrier (as proposed at the May meeting) is at odds with the unified scheme approved by County Council, and does not comply with the pedestrian and bike path plan incorporated in the Development Agreement, nor with Smart Growth and form based code principles.

Third, the existing configuration of the Parkway through the DA area already envisions full intersection accesses at separations less than that applicable at other areas of the Parkway under the Bluffton Parkway access management plan, which were not master planned as part of a unified development under the protection of a DA. Specifically, just across Burnt Church there is a full access into the Piggly Wiggly 500 feet from Burnt Church, as well as the full access point 540 feet West of Highway 46, both of which are less than the proposed distance from Burnt Church than the full access (Access Point 5) proposed for Chartwell Mews.

Lastly, the Chartwell Mews owners have acted in good faith throughout the term of the Development Agreement, working with the County initially to reserve a five acre parcel for a government center and planning around that when it appeared the Bluffton Parkway might not be extended beyond this property, then working with the County to meet the County=s desires to forego that County services site for an economic development site in the Bluffton Technology Park that required a purchase of property and deeding such to the County. The owners gain cooperated with the County when Phase 5-A was designed substantially as initially proposed, agreeing to honor its obligation to donate the right of way through its property. When confronted with the condemnation action, the owners again cooperated, and did not protest the valuation or other matters, even when the condemnation went beyond the area agreed upon in the Development Agreement.

Having fully honored its commitments to the County, all that has been asked is that the term of the Agreement be extended to acknowledge the delays and difficulties that have occurred, consistent with the intent and express provisions of the Development Agreement approved in 1999, and for the County continue to respect the intent of the master planning for all of the 346 acres comprising the Development Agreement area in the particular areas still to be developed. Simply put, the design has always been for a bicycle and pedestrian friendly village center with a parkway that is not designed as an expressway, having access points consistent with a village area under Smart Growth and form based code principles. That is what the access points as shown on the Access Exhibits incorporates.

Respectfully,

David L. Tedder

Attachments:

1. Access Exhibit, Sheets 1, 2 and 3
2. Letters from Christopher Murphy, Esq., dated September 22, 2010 and November 11, 2010
3. Letter from Colin Kinton dated October 7, 2011

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

**THIRD SET OF AMENDMENTS TO
DEVELOPMENT AGREEMENT**

This Third Set of Amendments to Development Agreement (the "Third Amendment") is made and entered effective on this _____ day of _____, 2011, by and between Chartwell Mews, LLC, (" an Owner"), Crescent Corner, LLC (an "Owner", Kitties Landing, LLC (an "Owner"), Enmark Stations, Inc. (an "Owner), and the governmental authority of the County of Beaufort, South Carolina ("County").

WHEREAS, Chartwell Mews, LLC has become the Owner of the approximately 95 acres previously owned by MCFE, LLP, more particularly described in a deed recorded in Records Book 2272 at Page 1807 and being depicted in Exhibit D-6 to the original Development Agreement, which is subject to the terms and conditions of the Development Agreement (the "Chartwell Mews Property"); and

WHEREAS, Crescent Corner, LLC has become the Owner of the approximately 10.6 acres previously owned by MCFE, LLP (having acquired said property by deed from Myrtle Plantation Partnership, LLC), more particularly described in the Deed to Crescent Corners, LLC recorded in Records Book 2510 at Page 2243, being a portion of the property depicted in Exhibits D-1 and D-2 to the original Development Agreement, which 10.6 acres is subject to the terms and conditions of the Development Agreement (the "Crescent Corners Property"); and

WHEREAS, Kitties Landing, LLC is the Owner of approximately 53.9 acres previously owned by Ulmer Associates (having acquired said property by deed from Ulmer Associates) more particularly described in the deed to Kitties landing, LLC recorded in Records Book 2820 at Page, being a portion of the property described in Exhibit D- 3 to the original Development Agreement, which is subject to the terms and conditions of the Development Agreement; and

WHEREAS, Quinnco Companies, LLC is the Owner of approximately 6.34 acres identified as Tax Parcel R601 039 000 1541 0000, being a portion of the property described in Exhibits D-1 and D-2 to the original Development Agreement, which is subject to the terms and conditions of the Development Agreement; and

WHEREAS, Enmark Stations, Inc. is the Owner of approximately 2.957 acres identified as Tax Parcel R601 039 000 1481 0000, being a portion of the property described in Exhibits D-1 and D-2 to the original Development Agreement, which is subject to the terms and conditions of the Development Agreement; and

WHEREAS, the Owners, or their predecessors in interest, have heretofore entered into a Development Agreement with the County of Beaufort, which Agreement was adopted as an Ordinance of Beaufort County (Ordinance 99/38) pursuant to the

provisions of the "South Carolina Local Government Development Agreement Act," (the "Act") as set forth in Sections 6-31-10 through 6-31-160 of the South Carolina Code of Laws (1976), as amended, which Development Agreement was filed of record in Record Book 1253 at Page 550,

WHEREAS, the Development Agreement has subsequently been twice amended (Ordinance Numbers 2000/32 and 2000/40, filed in Record Book 1350 at Page 2433 and Record Book 1351 at Page 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

WHEREAS, the Owner of the Chartwell Mews Property ("Chartwell Mews Owner") 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 development 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, the Chartwell Mews 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 the Chartwell Mews 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, the Chartwell Mews 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, during the processing of this Amendment the County requested the attorney for Chartwell Mews, LLC to send a notice to the owners of record of the undeveloped parcels that were included in the original Development Agreement, in order to determine whether they were inadvertently unaware of the expiration of the Development Agreement, and determine their desire to join and participate in the present request for an extension of the term; and

WHEREAS, letters were sent by the attorney for Chartwell Mews, LLC to seven owners as determined by a review of County tax records, and of those seven, Kitty's Landing, LLC, Ulmer Limited, P/S, Enmark Stations, Inc., and Quinnco Companies, LLC responded that they desired to join and participate in the extension request; 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:
 - a) owned by Chartwell Mews, LLC, consisting of approximately 95.16 acres being more particularly described in a deed recorded in Records Book 2272 at Page 1807, and depicted in the original Development Agreement Exhibit D-6;
 - b) owned by Crescent Corners, LLC, being more particularly described as approximately 10.6 acres in a deed recorded in Records Book 2510 at Page 2243, and being a portion of the property depicted in the original Development Agreement Exhibits D-1 and D-2;
 - c) owned by Kitties Landing LLC, being more particularly described as approximately 53.9 acres of land in a deed recorded in Records Book 2820 at Page 1222, and being a portion of the property depicted on Exhibit D-3 of the original Development Agreement;
 - d) owned by Enmark Stations, Inc., being more particularly described as approximately 2.957 acres of land having Tax Parcel Number R601 039 000 1481 0000; being the property described in a deed recorded in Records Book 2844 at Page 0050, and being a portion of the property depicted in the original Development Agreement Exhibit D-4.
 - e) owned by Quinnco Companies, LLC, being more particularly described as approximately 6.34 acres of land having Tax Parcel Number R601 039 000 1541 0000; being a portion of the property described in a deed recorded in Records Book 2773 at Page 1302, and being a portion of the property depicted in the original Development Agreement Exhibit D-4.

- 2) The Owner of the Chartwell Mews Property agrees to dedicate the right of way areas as shown in the attached exhibits, being a negotiated agreement as to the access points and attributes of those access points along the Bluffton Parkway, with the only direct compensation from the County being for the value of the additional land not contemplated in the original Development Agreement, with the value set forth in the condemnation action (\$13,100.00); and
- 3) The access points and the attributes of those access points into the Chartwell Mews Property and the Crescent Corners Properties along Burnt Church Road as shown on the exhibits attached are agreed to be acceptable to the County, which although it does not have direct authority to grant encroachment permits onto Burnt Church Road, nonetheless agrees to accept substantially the same location in the processing of any County permit, and to support any request for an encroachment permit from the State agency authorized to grant an encroachment at those locations.
- 3) All other terms and conditions of the Development Agreement (as amended) shall continue in full force and effect as to the below subscribing entities, their successors and assigns.

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:

(EXHIBITS AND SIGNATURES CONTINUED ON FOLLOWING PAGES)

WITNESSES

KITTIES LANDING, LLC.

By: _____

Name: Ann Ulmer Smith,
Managing Partner

STATE OF NORTH CAROLINA)

) 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 Ann Ulmer Smith, the Managing Partner of Kitties Landing, 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 North Carolina
My Commission Expires: _____

(EXHIBITS AND SIGNATURES CONTINUED ON FOLLOWING PAGES)

WITNESSES

ENMARK STATIONS, INC.

By: _____

Name:

Its:

STATE OF GEORGIA

)

)

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 _____ of Enmark Stations, Inc., a Georgia Corporation, 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 Georgia

My Commission Expires: _____

(EXHIBITS AND SIGNATURES CONTINUED ON FOLLOWING PAGES)

WITNESSES

QUINNCO, COMPANIES, LLC

By: _____
Name: _____
Managing Member

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

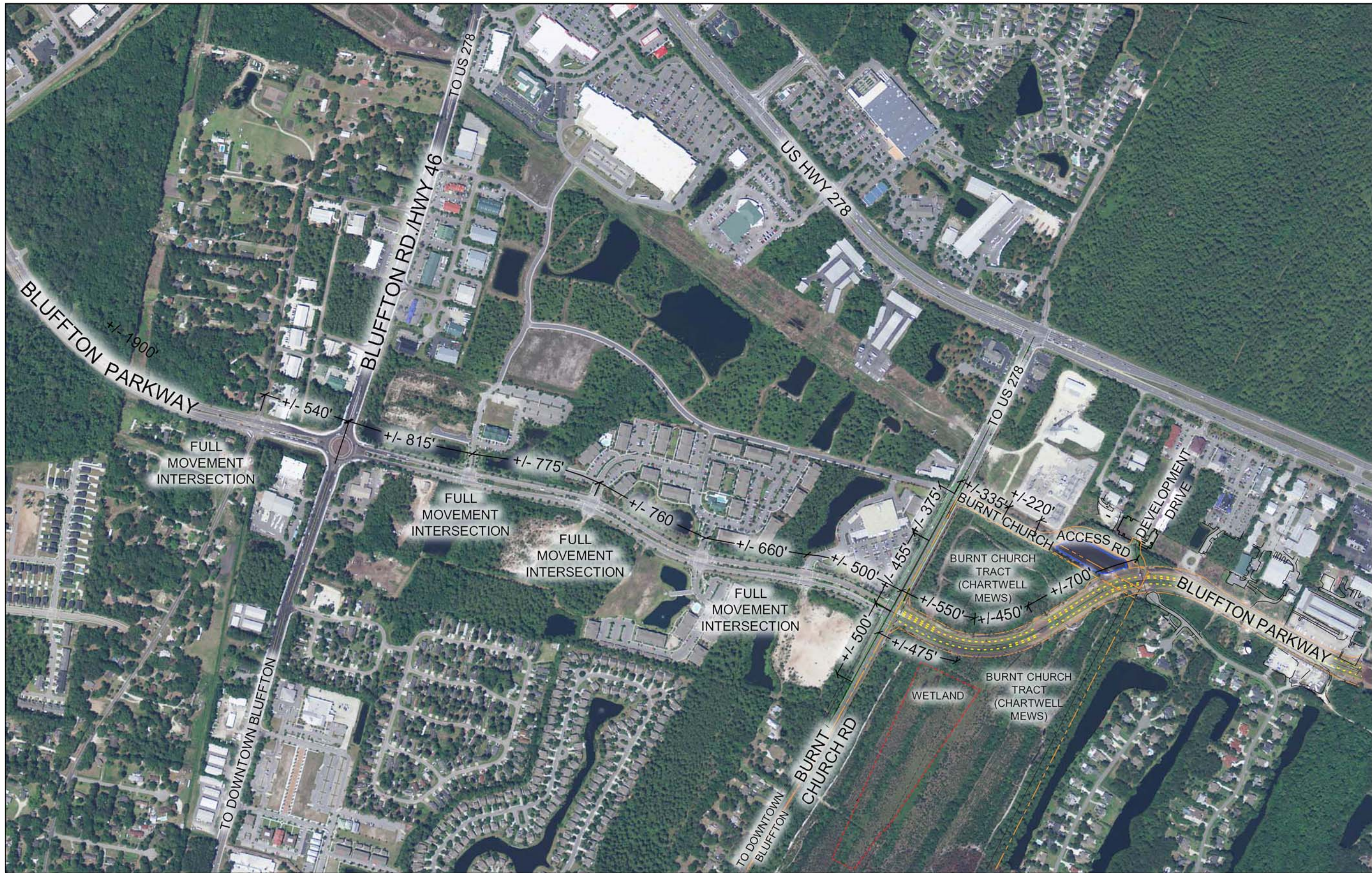
ACKNOWLEDGMENT

I HEREBY CERTIFY, that on this _____ day of _____, 2011, before me, the undersigned Notary Public of the State and County aforesaid, personally appeared _____, the Managing Member of Quinnco Companies, 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 South Carolina
My Commission Expires: _____

(EXHIBITS CONTINUE ON FOLLOWING PAGES)



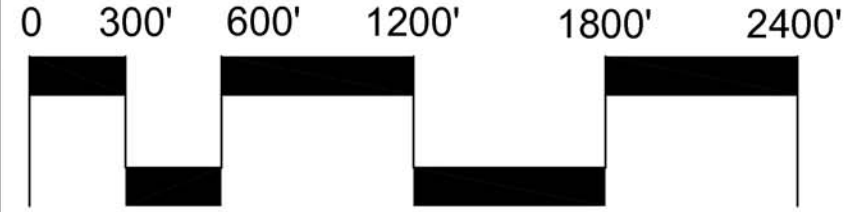
Prepared for:
**FRANKLIN
 CONSTRUCTION**

ACCESS EXHIBIT
**BURNT CHURCH ROAD TRACT
 BLUFFTON, SC**

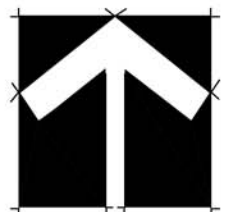
DRAWN BY:
 JBR
 CHECKED BY:
 JBR
 This drawing is an instrument of service & remains the property of Wood+Partners Inc. It may not be copied or reproduced in any manner without written permission.

#	REVISION	DATE	BY

DATE
09/16/11
 PROJECT NUMBER
01-10016
 SHEET TITLE
**BLUFFTON PARKWAY
 COMPOSITE MAP**



SCALE



NORTH

ROAD AND PROPERTY INFORMATION TAKEN FROM DIGITAL DATA PROVIDED BY KIMLEY-HORN (FILE NAMES: 9-762TOPO.DWG, 012845000 DSN.DWG, 012845000 PSH 1.DWG, 012845000 PSH 2.DWG, CL-5A.DWG, CL-TANGER-NEW.DWG. DATE: 08/01/11). CURB CUT LOCATION INFORMATION TAKEN FROM DIGITAL DATA PROVIDED THE BARCLAY GROUP (FILE NAME: BLUFFTON PKWY & BURNT CHURCH NEC 8-15-11 SITE DIMS 11X17.PDF. DATE: 08/15/11). AERIAL PHOTOGRAPH PROVIDED BY THE BARCLAY GROUP (FILE NAME: BLUFFTON SC WEST OF HWY 46 9-7-11 AERIAL.JPG. DATE: 09/08/11).

Wood+Partners Inc. WPI
 Landscape Architects
 Land Planners

PO Box 23949 Hilton Head Island, SC 29925
 843.681.6618 Fax 843.681.7086 www.woodandpartners.com

**SHEET
 NUMBER**

1 of 3

1. RIGHT IN/RIGHT OUT ACCESS FROM BURNT CHURCH ROAD +/- 455' FROM CENTER LINE OF BLUFFTON PARKWAY
2. FULL ACCESS FROM BURNT CHURCH ACCESS ROAD +/- 335' FROM CENTER LINE OF BURNT CHURCH ROAD
3. FULL ACCESS FROM BURNT CHURCH ACCESS ROAD +/- 220' FROM INTERSECTION #1 & +/- 555' FROM CENTER LINE OF BURNT CHURCH ROAD
4. FULL ACCESS FROM DEVELOPMENT DRIVE ONTO BLUFFTON PARKWAY WITH SEPARATE LEFT-TURN LANE, +/- 1700' FROM CENTER LINE OF BURNT CHURCH ROAD (ALIGN WITH ENTRANCE TO HERITAGE LAKES)
5. FULL ACCESS FROM BLUFFTON PARKWAY +/- 450' FROM INTERSECTION #6 AND +/- 1,000' FROM CENTER LINE OF BURNT CHURCH ROAD, INCLUDES 180° TAPER & 100' RIGHT TURN LANE, INTERSECTION LOCATION PREVIOUSLY AGREED TO BY BEAUFORT COUNTY
6. RIGHT IN/RIGHT OUT ACCESS FROM BLUFFTON PARKWAY +/- 550' FROM CENTER LINE OF BURNT CHURCH ROAD, INCLUDES 180° TAPER & 100' RIGHT TURN LANE
7. RIGHT IN/RIGHT OUT ACCESS FROM BLUFFTON PARKWAY +/- 475' FROM CENTER LINE OF BURNT CHURCH ROAD
8. FULL ACCESS FROM BURNT CHURCH ROAD +/- 500' FROM CENTER LINE OF BLUFFTON PARKWAY (ALIGN WITH PLANNED/APPROVED CURB CUTS ON WEST SIDE OF BURNT CHURCH ROAD)



Prepared for:
**FRANKLIN
 CONSTRUCTION**

ACCESS EXHIBIT
**BURNT CHURCH ROAD TRACT
 BLUFFTON, SC**

DRAWN BY:
 JBR
 CHECKED BY:
 JBR

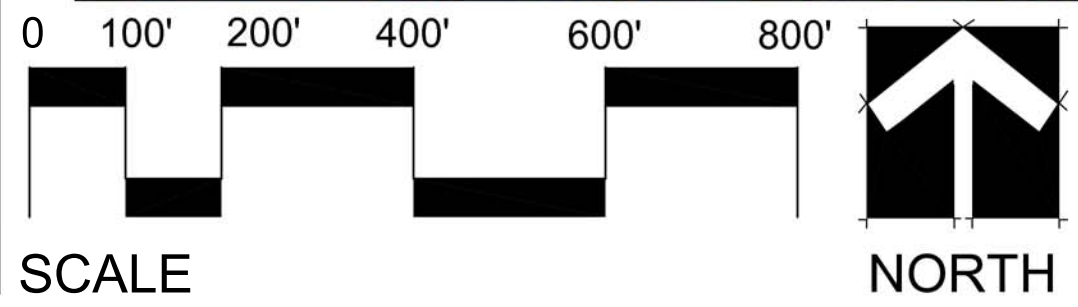
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#	REVISION	DATE	BY

DATE
09/16/11

PROJECT NUMBER
01-10016

SHEET TITLE
**BURNT CHURCH
 TRACT ACCESS**

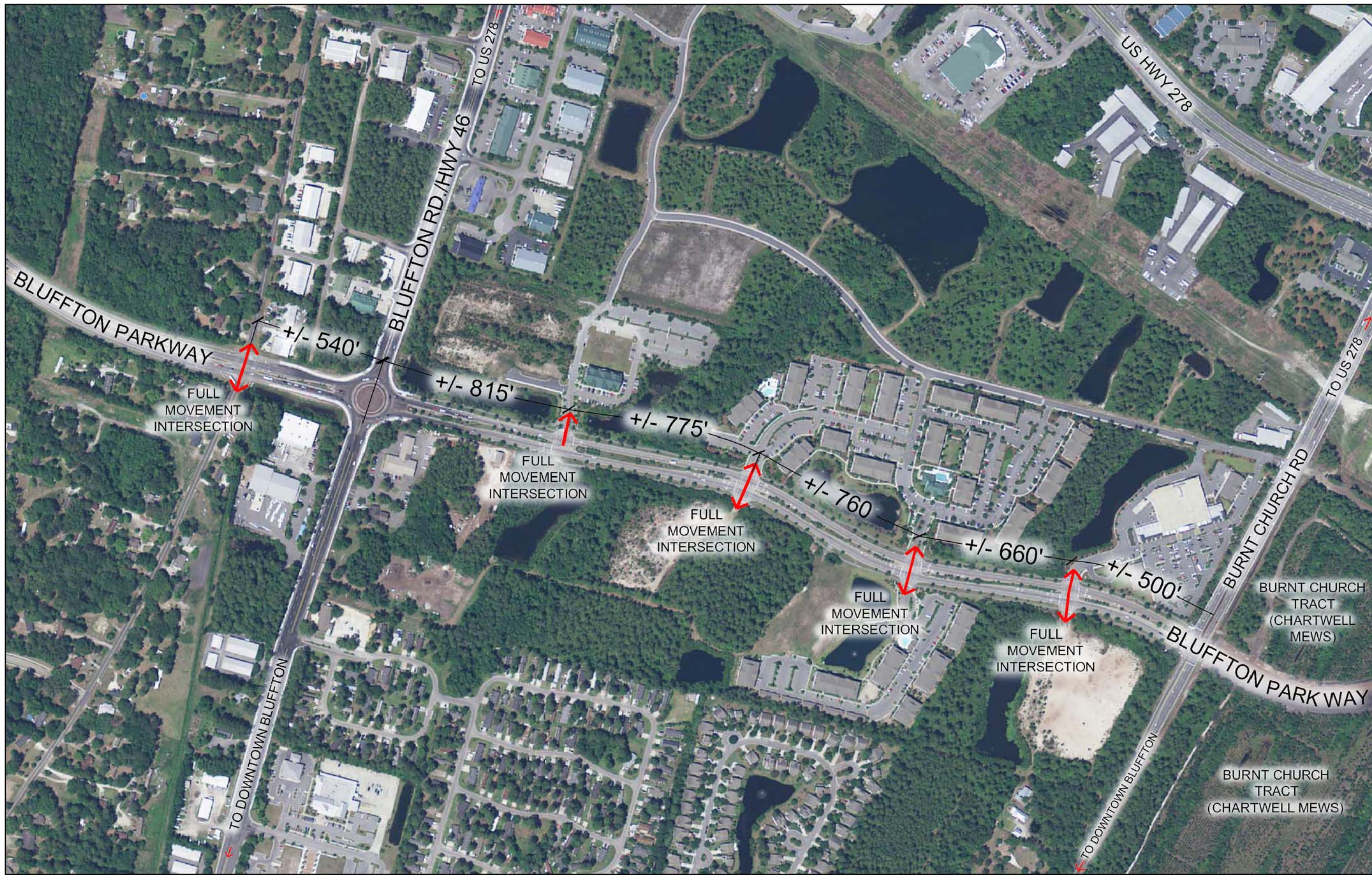


ROAD AND PROPERTY INFORMATION TAKEN FROM DIGITAL DATA PROVIDED BY KIMLEY-HORN (FILE NAMES: 9-762TOPO.DWG, 012845000 DSN.DWG, 012845000 PSH 1.DWG, 012845000 PSH 2.DWG, CL-5A.DWG, CL-TANGER-NEW.DWG. DATE: 08/01/11). CURB CUT LOCATION INFORMATION TAKEN FROM DIGITAL DATA PROVIDED THE BARCLAY GROUP (FILE NAME: BLUFFTON PKWY & BURNT CHURCH NEC 8-15-11 SITE DIMS 11X17.PDF. DATE: 08/15/11).

Wood+Partners Inc. WPI
 Landscape Architects
 Land Planners

PO Box 23949 ■ Hilton Head Island, SC 29925
 843.681.6618 ■ Fax 843.681.7086 ■ www.woodandpartners.com

SHEET
 NUMBER
2 of 3



Prepared for:
**FRANKLIN
 CONSTRUCTION**

ACCESS EXHIBIT
BURNT CHURCH ROAD TRACT
 BLUFFTON, SC

DRAWN BY:
 JBR
 CHECKED BY:
 JBR

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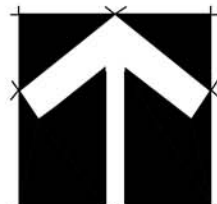
#	REVISION	DATE	BY

DATE
09/16/11
 PROJECT NUMBER
01-10016
 SHEET TITLE
**BLUFFTON PARKWAY
 EXISTING ACCESS**

0 200' 400' 800' 1200' 1600'



SCALE



NORTH

ROAD AND PROPERTY INFORMATION TAKEN FROM DIGITAL DATA PROVIDED BY KIMLEY-HORN (FILE NAMES: 9-762TOPO.DWG, 012845000 DSN.DWG, 012845000 PSH 1.DWG, 012845000 PSH 2.DWG, CL-5A.DWG, CL-TANGER-NEW.DWG. DATE: 08/01/11). CURB CUT LOCATION INFORMATION TAKEN FROM DIGITAL DATA PROVIDED THE BARCLAY GROUP (FILE NAME: BLUFFTON PKWY & BURNT CHURCH NEC 8-15-11 SITE DIMS 11X17.PDF. DATE: 08/15/11). AERIAL PHOTOGRAPH PROVIDED BY THE BARCLAY GROUP (FILE NAME: BLUFFTON SC WEST OF HWY 46 9-7-11 AERIAL.JPG. DATE: 09/08/11).

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**SHEET
 NUMBER**

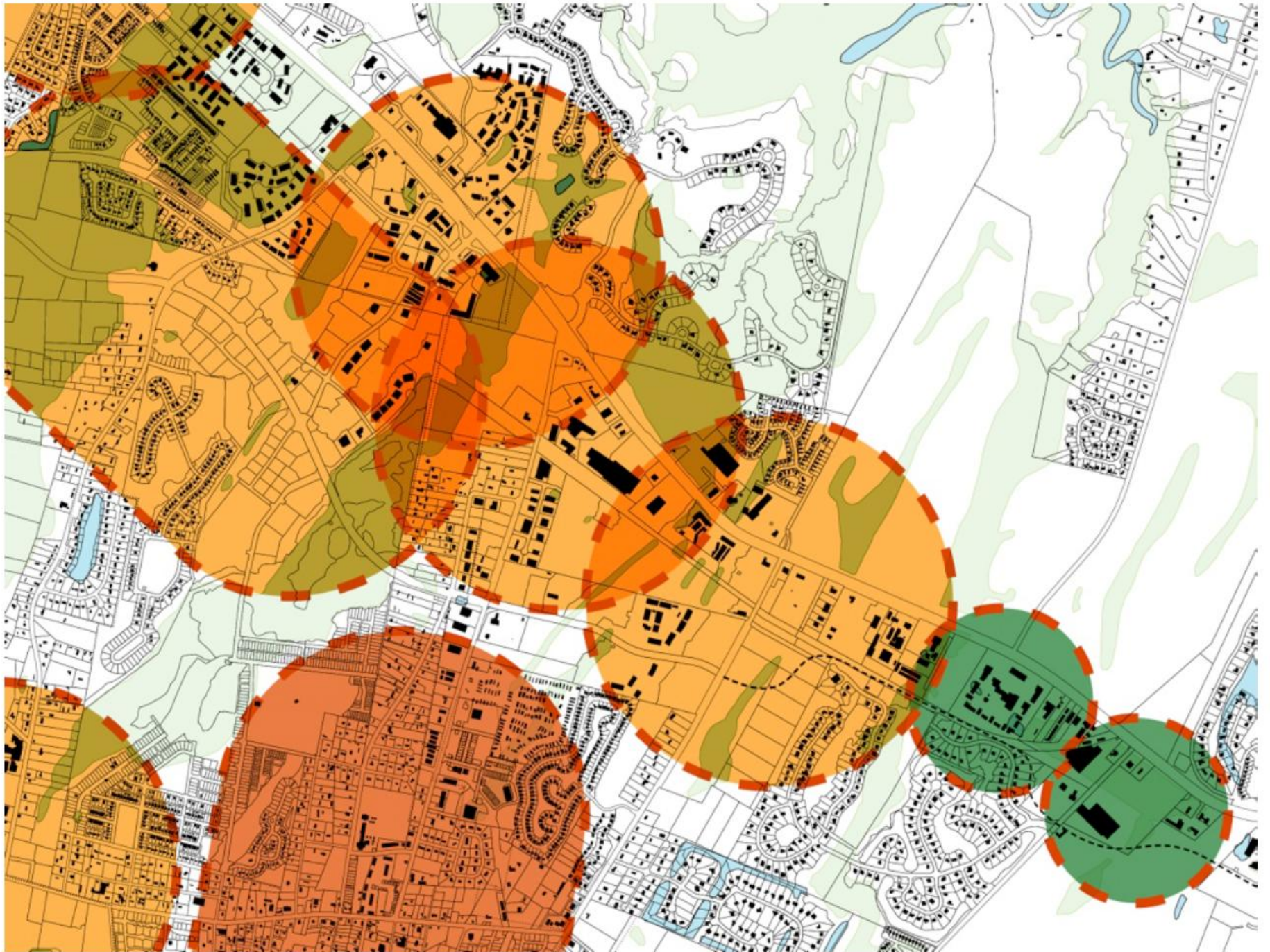
3 of 3



Beaufort County Multi-Jurisdictional Form-Based Code Workshop and Charrette Report

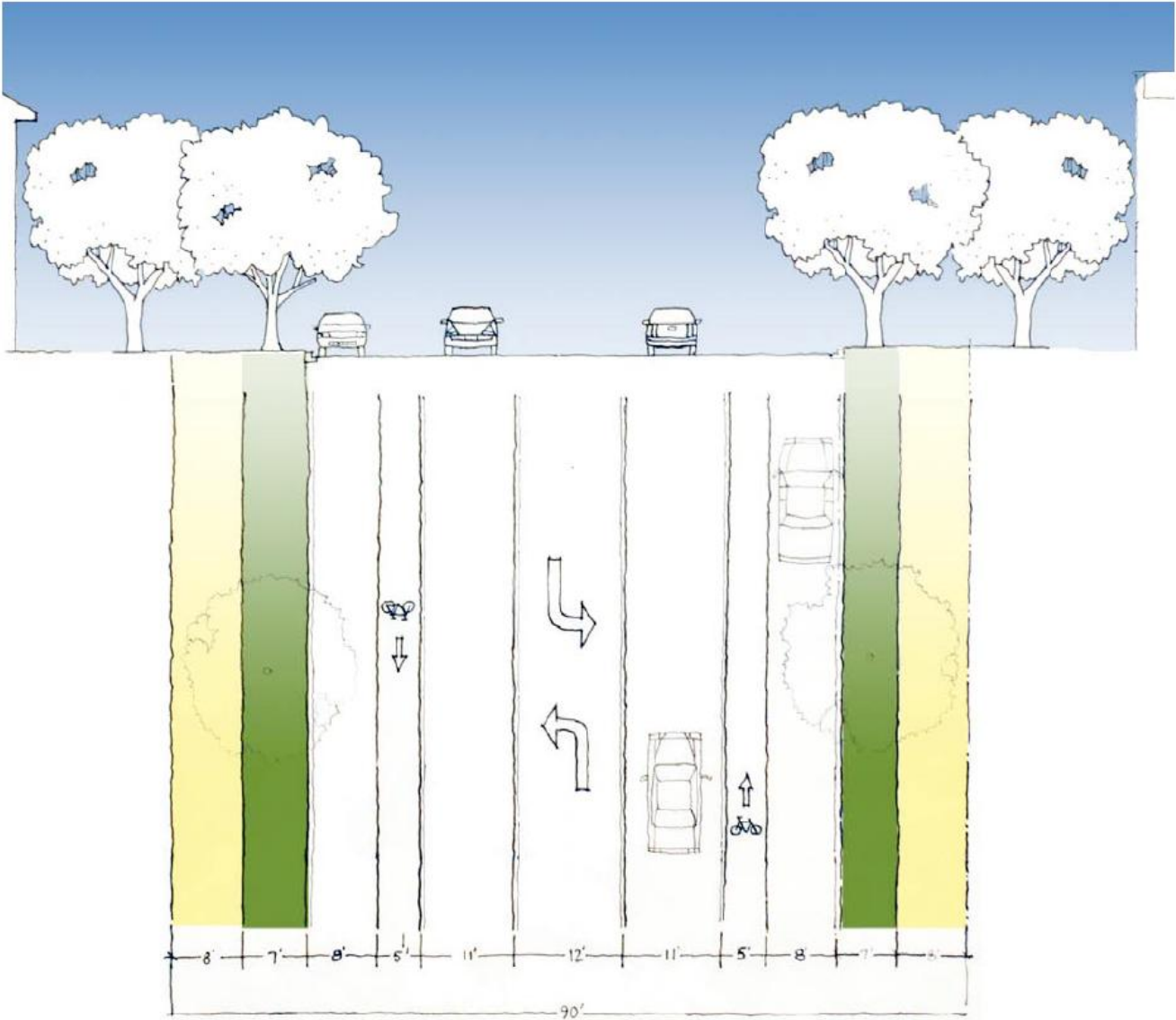
February 2012

Myrtle Park





Burnt Church Road

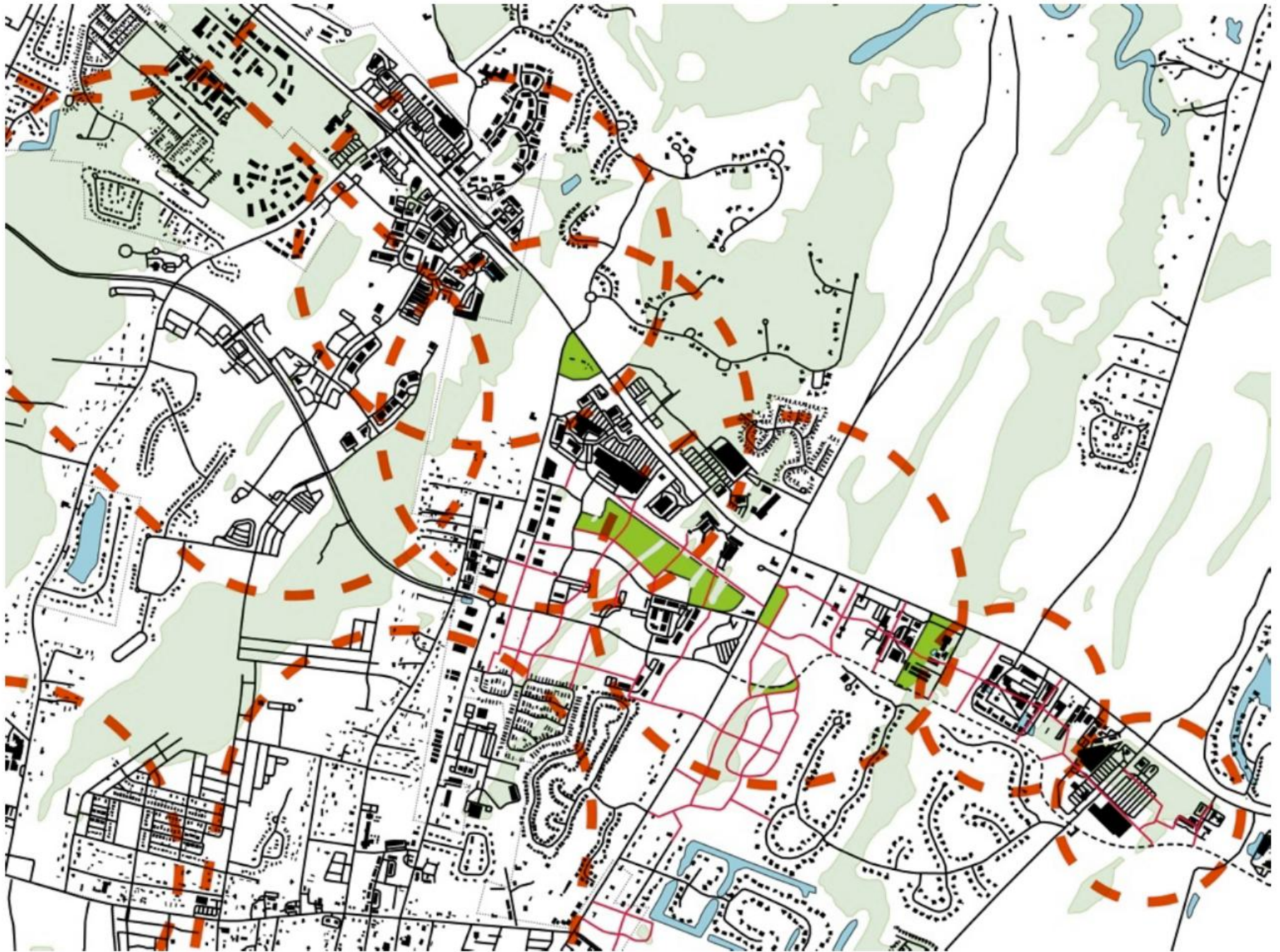


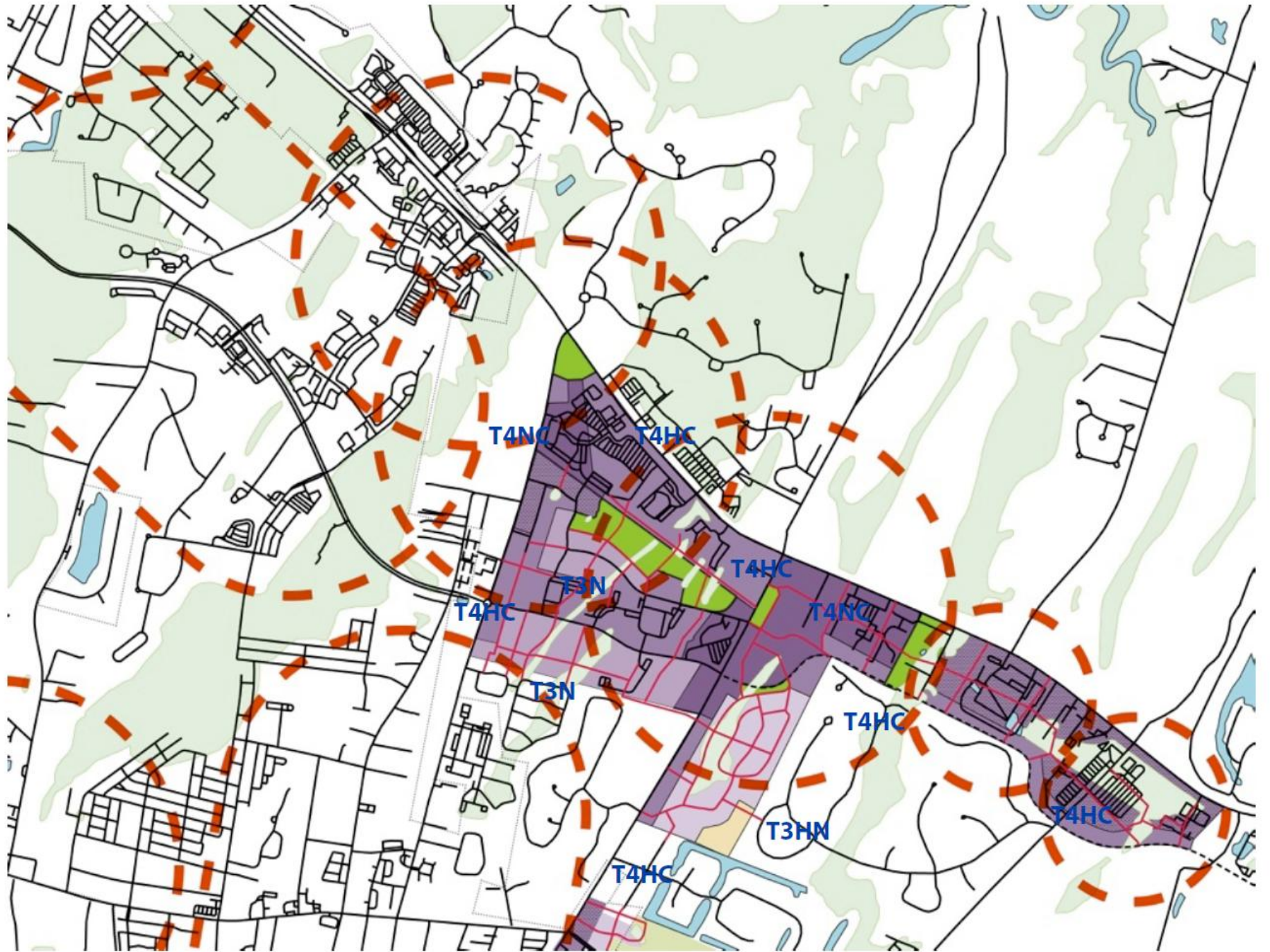
T4-Hamlet Center Character

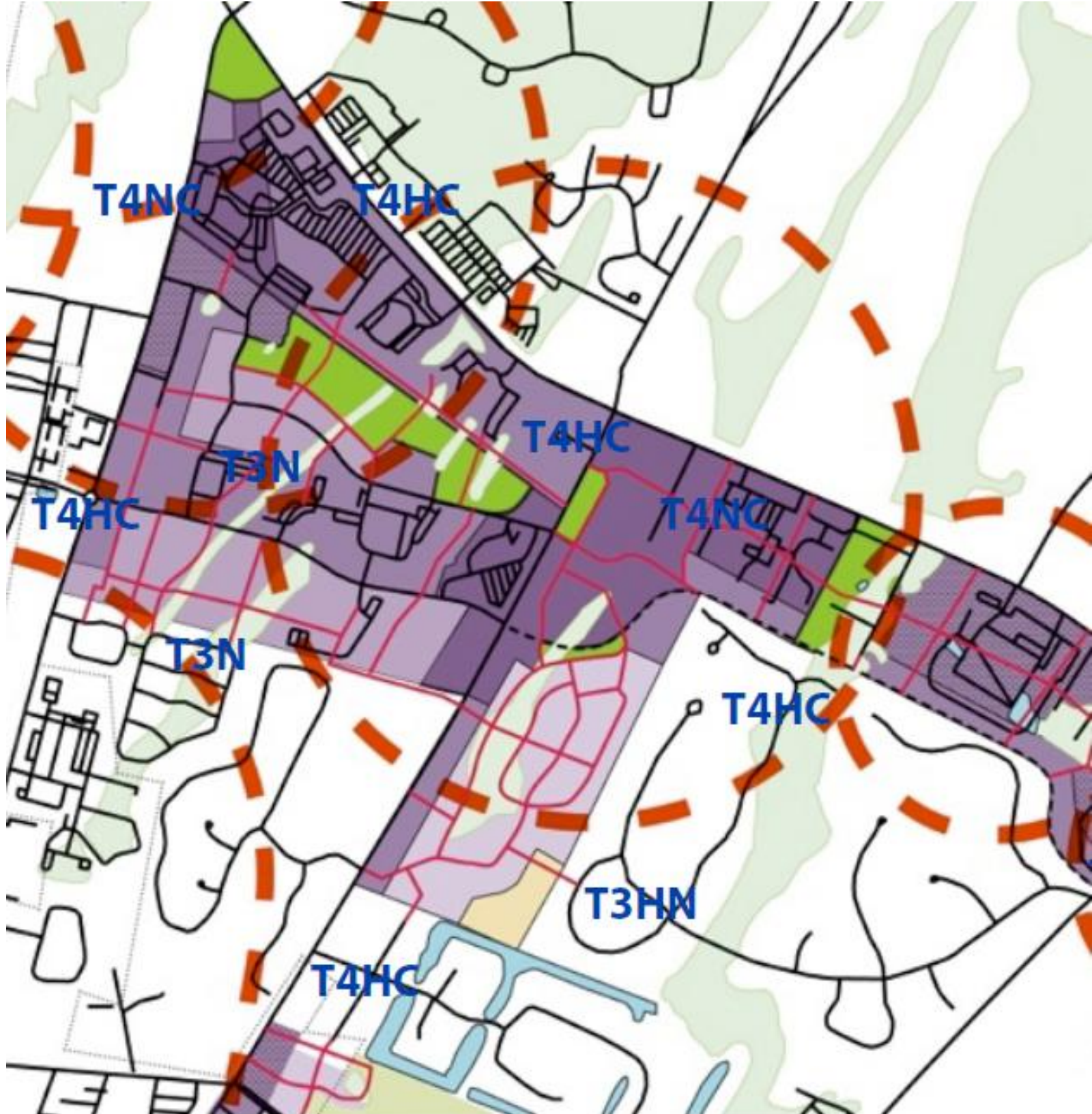


T4-Neighborhood Center Character









Implementation Projects - Myrtle Park

1. Work with Myrtle Park property owners to apply Transect Zones
2. Develop a funding mechanism (such as a TIF district) to implement infrastructure improvements
3. Explore potential for careful delineation of proposed wetland mitigation on parcel east of Burnt Church Road (bisected by Buckwalter Parkway) to ensure good neighborhood connectivity and form

3.2.70 T3 Hamlet Neighborhood (T3HN) Standards



General note: the illustration above is intended to provide a brief overview of the transect zone and is descriptive in nature.

A. Purpose

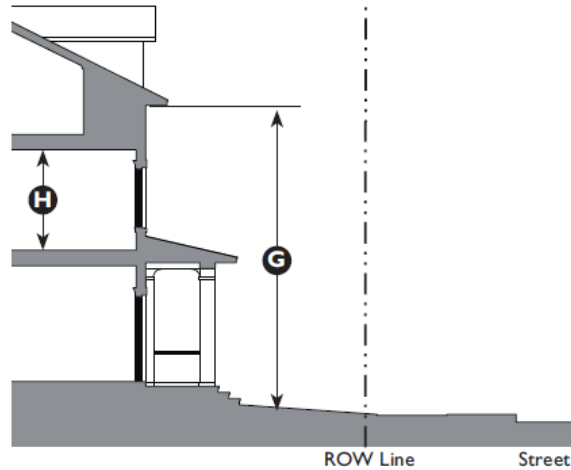
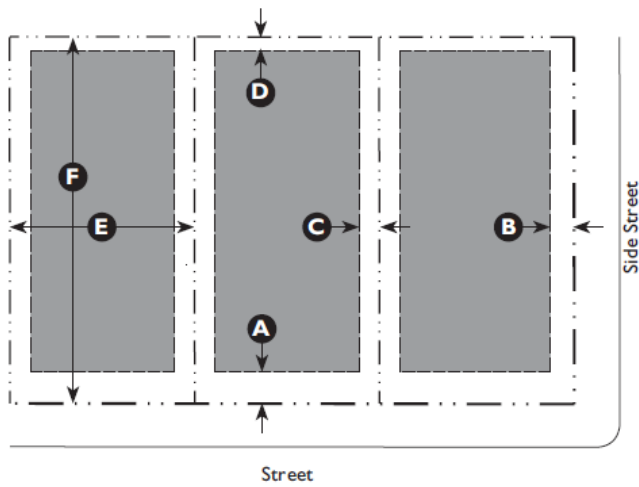
The Hamlet Neighborhood (T3HN) Zone is intended to reinforce established neighborhoods, to maintain neighborhood stability and provide a transition between the walkable neighborhood and rural areas.

The T3 Hamlet Neighborhood Zone implements the Comprehensive Plan goals of preserving the rural residential character of portions of Beaufort County, the City of Beaufort and Town of Port Royal.

B. Allowed Building Types

Building Type	Specific Regulations
Carriage House	5.1.40
Single-Family: Estate	5.1.50
Single-Family: Village	5.1.60
Duplex	5.1.90

T3 Hamlet Neighborhood (T3HN) Standards



Key

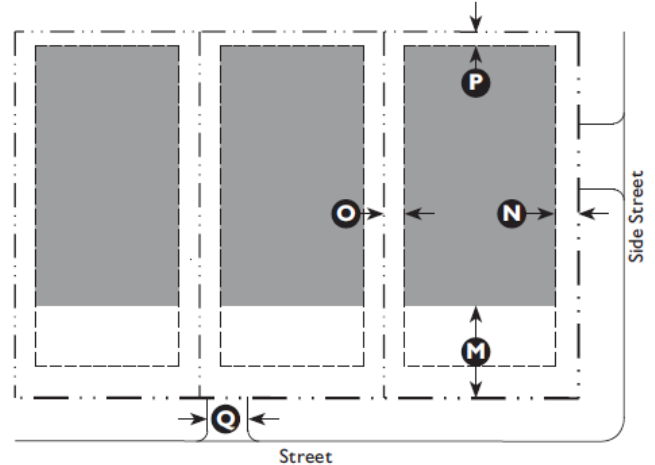
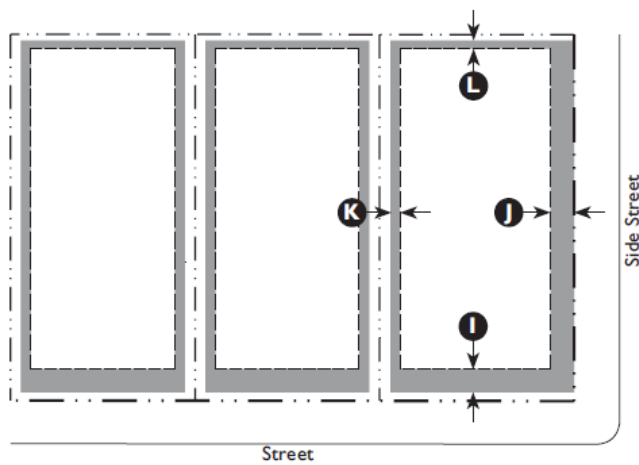
- ROW / Property Line
- Setback Line
- Building Area
- ▨ Facade Zone

C. Building Placement		
Setback (Distance from ROW / Property Line)		
Front	25' min.; 35' max.	A
Side Street	15' min.; 25' max.	B
Side		
Main Building	10' min.; 15' max.	C
Ancillary Building	5' min.	
Rear	15' min.	D
Lot Size		
Width	75' min.	E
Depth	100' min.	F
Miscellaneous		

Where existing adjacent buildings are in front of the regulated BTL or front setback, the building may be set to align with the facade of the front most immediately adjacent property.

D. Building Form		
Building Height		
Main Building	2.5 stories max.	G
Ancillary Building	2 stories max.	
Ground Floor Finish Level	18" min.	
Upper Floor(s) Ceiling	8' min. clear	H
Footprint		
Lot Coverage	30% of lot area	
Miscellaneous		
Loading docks, overhead doors, and other service entries may not be located on street-facing facades.		

T3 Hamlet Neighborhood (T3HN) Standards



Key

- ROW / Property Line
- Setback Line
- Encroachment Area

E. Encroachments and Frontage Types

Encroachments		
Front	5' max.	I
Side Street	5' max.	J
Side	3' max.	K
Rear	5' max.	L

Encroachments are not allowed within a Street ROW/ Alley ROW or across a property line.

See Division 5.2 (Private Frontage Standards) for further refinement of the allowed encroachments for frontage elements.

Allowed Frontage Types

Common Yard	Porch: Engaged
Porch: Projecting	

Key

- ROW / Property Line
- Setback Line
- Allowed Parking Area

F. Parking

Required Spaces		
Residential Uses		
All Allowed Uses	2 per unit min.	
Service or Retail Uses		
All Allowed Lodging Uses	1 per 2 rooms min.	

For parking requirements for Agricultural, Industrial, Recreation, Education, Public Assembly, Transportation, Communication, Infrastructure uses see Table 5.5.40.A (Parking Space Requirements).

Location (Setback from Property Line)

Front	50' min.	M
Side Street	25' min.	N
Side	0' min.	O
Rear	5' min.	P

Miscellaneous

Parking Driveway Width	10' max.	Q
------------------------	----------	---

T3 Hamlet Neighborhood (T3HN) Standards

G. T3HN Allowed Uses			G. T3HN Allowed Uses		
Land Use Type ¹	Specific Use Regulations	T3HN	Land Use Type ¹	Specific Use Regulations	T3HN
Agricultural			Recreation, Education, Public Assembly		
Agriculture: Crop Production, ≤ 10,000 sf		C	Meeting Facility/Place of Worship, Public or Private, ≤ 15,000 sf	4.1.120	C
Animal Keeping, except with: Livestock, Sales Yards Large Feed Lot Operations	4.1.40	C — —	Park, Open Space, Playground	2.7	P
Forestry		P	Services		
Residential			Day Care, Child or Adult:		
Dwelling:			≤ 6 Clients (“Family”)	4.1.70	P
Single-Family/Unit		P	≤ 12 Clients (“Group”)	4.1.70	C
Two-Family/Unit		P	Lodging: Bed and Breakfast		C
Accessory Unit		P	Transportation, Communications, Infrastructure		
Family Compound		P	Infrastructure and Utility:		
Group Home:			Community (Minor)		C
≤ 8 Residents, in a Home		P	Regional (Major)	4.1.170	S
Home Office	4.2.100	P			
Home Business	4.2.90	C			

Key	
P	Permitted Use
C	Conditional Use
S	Special Use Permit Required
—	Use Not Allowed

End Notes

¹A definition of each listed use type is in Article 10 (Definitions of Terms and Uses).

3.2.80 T3 Neighborhood (T3N) Standards



General note: the illustration above is intended to provide a brief overview of the transect zone and is descriptive in nature.

A. Purpose

The Neighborhood (T3N) Zone is intended to provide a walkable, predominantly single-family neighborhood that integrates compatible multi-family housing types, such as duplexes and cottage courts within walking distance to transit and commercial areas.

The T3 Neighborhood Zone implements the Comprehensive Plan goals of preserving and building upon the walkable character of portions of Beaufort County, the City of Beaufort and Town of Port Royal.

The intent of the T3N-LI Sub-Zone is to provide a more diverse set of allowed uses within a residential form within areas of Lady's Island.

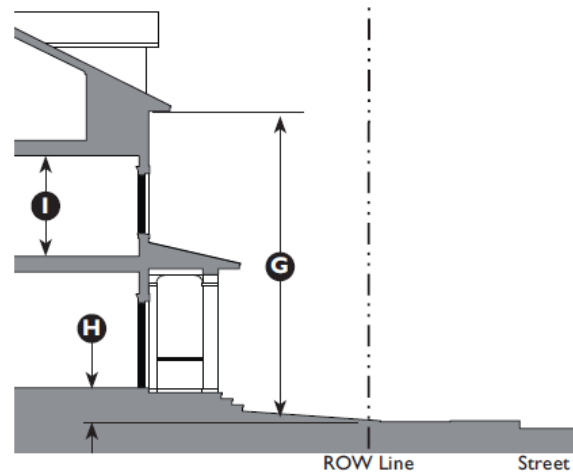
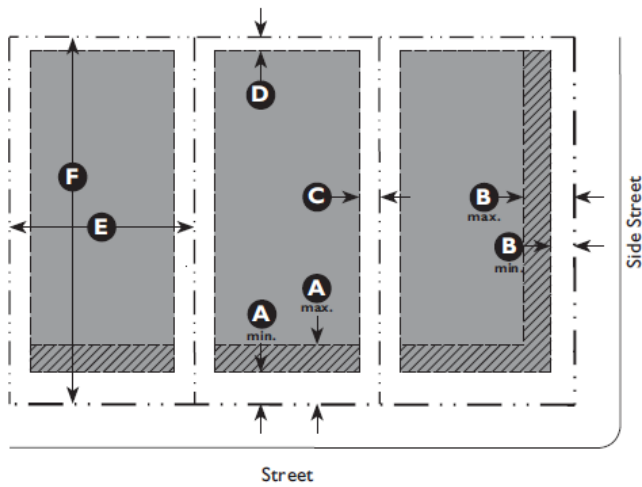
B. Sub-Zones

T3N-LI (Lady's Island)

C. Allowed Building Types

Building Type	Specific Regulations
Carriage House	5.1.40
Single-Family: Estate	5.1.60
Single-Family: Village	5.1.70
Cottage Court	5.1.80
Duplex	5.1.90
Mansion Apartment	5.1.110

T3 Neighborhood (T3N) Standards



Key

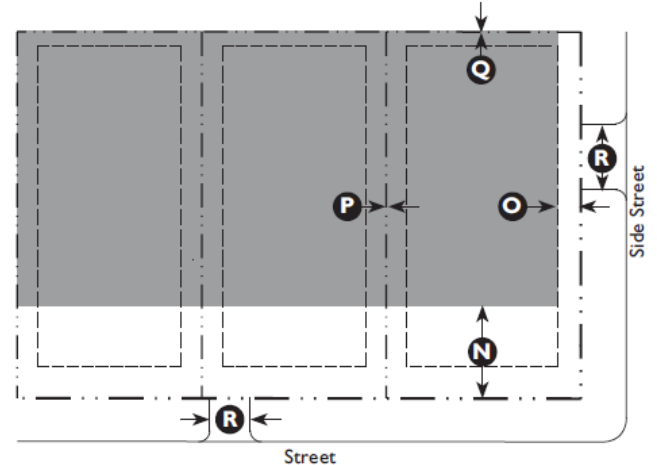
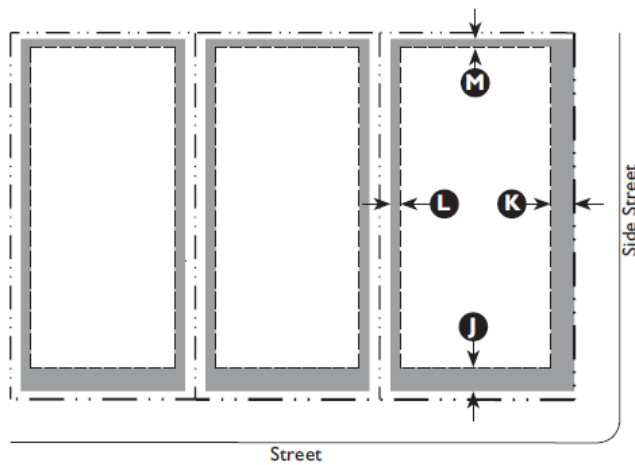
- ROW / Property Line
- Setback Line
- Building Area
- ▨ Facade Zone

C. Building Placement		
Setback (Distance from ROW / Property Line)		
Front	15' min.; 20' max.	A
Side Street	10' min.; 20' max.	B
Side		
Main Building	10' min.	C
Ancillary Building	5' min.	
Rear	15' min.	D
Facade within Facade Zone		
Front	75%	
Side Street	50%	
Lot Size		
Width	100' max.	E
Depth	200' max.	F
Miscellaneous		

D. Building Form		
Building Height		
Main Building	2.5 stories max.	G
Ancillary Building	2 stories max.	
Ground Floor Finish Level	18" min.	H
Upper Floor(s) Ceiling	8' min.	I
Miscellaneous		
Loading docks, overhead doors, and other service entries may not be located on street-facing facades.		

Where existing adjacent buildings are in front of the regulated BTL or front setback, the building may be set to align with the facade of the front most immediately adjacent property.

T3 Neighborhood (T3N) Standards



Key

- ROW / Property Line
- Setback Line
- Encroachment Area

Key

- ROW / Property Line
- Setback Line
- Allowed Parking Area

E. Encroachments and Frontage Types

Encroachments		
Front	5' max.	I
Side Street	5' max.	K
Side	3' max.	L
Rear	5' max.	M

Encroachments are not allowed within a Street ROW/ Alley ROW or across a property line.

See Division 5.2 (Private Frontage Standards) for further refinement of the allowed encroachments for frontage elements.

Allowed Frontage Types

Common Yard	Porch: Engaged
Porch: Projecting	

F. Parking

Required Spaces		
Residential Uses		
All Allowed Uses		1.25 per unit min.
Service or Retail Uses		
All Allowed Lodging Uses		1 per 2 rooms min.

For parking requirements for Agricultural, Industrial, Recreation, Education, Public Assembly, Transportation, Communication, Infrastructure uses see Table 5.5.40.A (Parking Space Requirements).

Location (Setback from Property Line)

Front	40' min.	N
Side Street	15' min.	O
Side	0' min.	P
Rear	5' min.	Q

Miscellaneous

Parking Driveway Width	10' max.	R
------------------------	----------	----------

T3 Neighborhood (T3N) Standards

G. T3N Allowed Uses			
Land Use Type ¹	Specific Use Regulations	T3N	T3N-LI
Agricultural			
Agriculture: Crop Production, ≤ 10,000 sf		C	C
Forestry		P	P
Residential			
Dwelling:			
Single-Family/Unit		P	P
Two-Family/Unit		P	P
Multi Family/Unit		C	C
Accessory Unit		P	P
Family Compound		P	P
Group Home:			
≤ 8 Residents, in a Home		P	P
Home Office	4.2.100	P	P
Home Business	4.2.90	C	C
Recreation, Education, Public Assembly			
Community Oriented Civic Facility, ≤ 15,000 sf		—	C
Community/Public Safety Facility		C	C
Meeting Facility/Place of Worship, Public or Private, except:		C	C
> 15,000 sf	4.1.120	—	S
Park, Open Space, Playground	2.7	P	P
School, Public or Private		—	S
Studio: Specialized Education & Training		—	C

Land Use Type ¹	Specific Use Regulations	T3N	T3N-LI
Services			
Day Care, Child or Adult:			
≤ 6 Clients ("Family")	4.1.70	P	P
≤ 12 Clients ("Group")	4.1.70	C	C
General Services: Business & Office, ≤ 3,500 sf			
		—	C
Lodging: Bed and Breakfast			
		C	C
Medical Services, except:			
Hospital		—	—
Transportation, Communications, Infrastructure			
Infrastructure and Utility:			
Community (Minor)			
		C	C
Regional (Major)			
	4.1.170	S	S

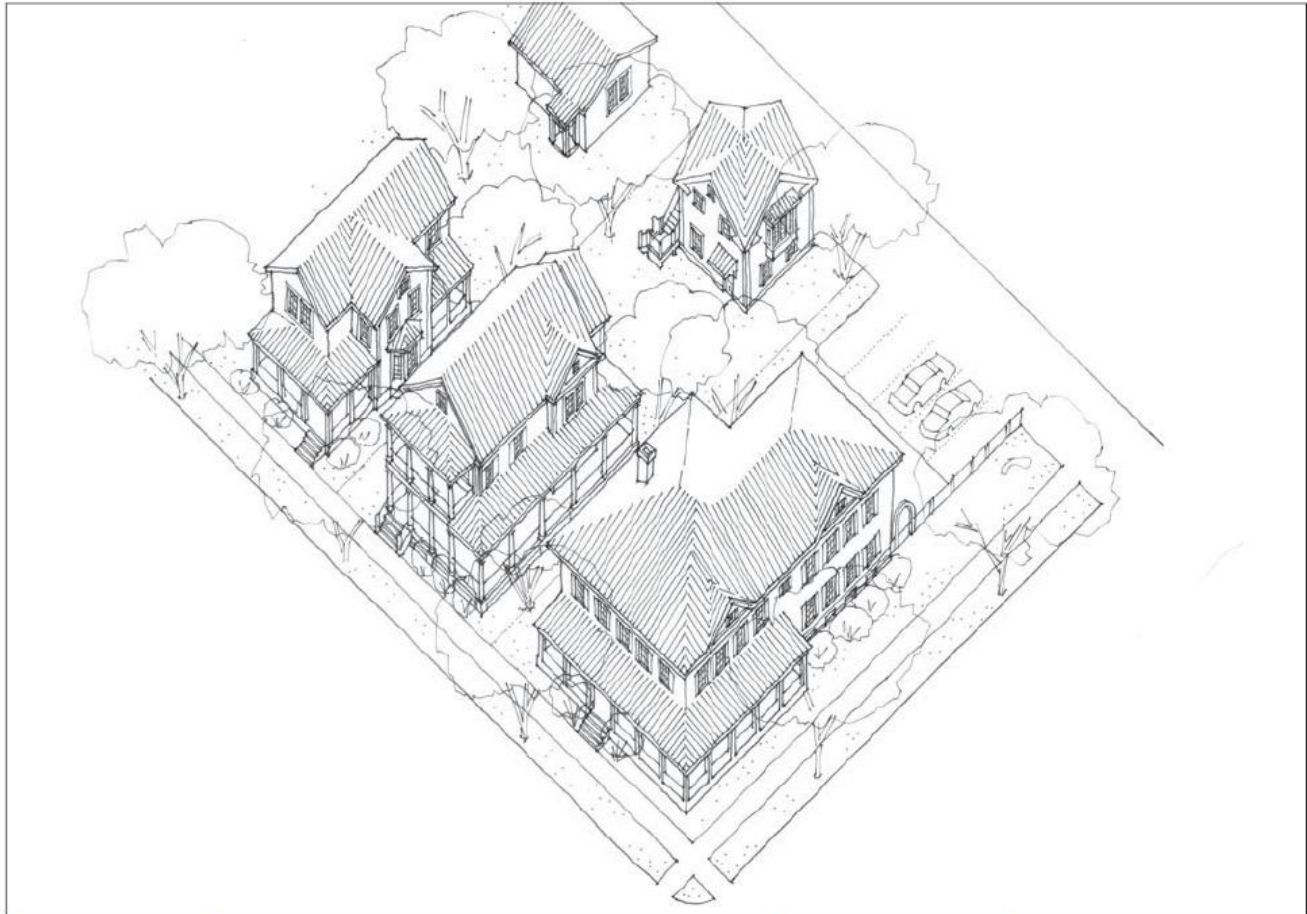
Key

P	Permitted Use
C	Conditional Use
S	Special Use Permit Required
—	Use Not Allowed

End Notes

¹A definition of each listed use type is in Article 10 (Definitions of Terms and Uses).

3.2.90 T4 Hamlet Center (T4HC) Standards



General note: the illustration above is intended to provide a brief overview of the transect zone and is descriptive in nature.

A. Purpose

The Hamlet Center (T4HC) Zone is intended to integrate appropriate, medium-density residential building types, such as duplexes, townhouses, small courtyard housing, and mansion apartments in an environment conducive to walking and bicycling.

The T4 Hamlet Center is appropriate for more rural areas, implementing the Comprehensive Plan goals of creating areas of medium intensity residential in portions of Beaufort County, the City of Beaufort and Town of Port Royal.

The Village Center (T4VC) Zone provides a tailored set of land uses for St. Helena Island.

The intent of the T4HC-O Sub-Zone is to provide neighborhoods with a broader amount of retail and service uses in the scale and character of the T4HC zone.

B. Sub-Zones

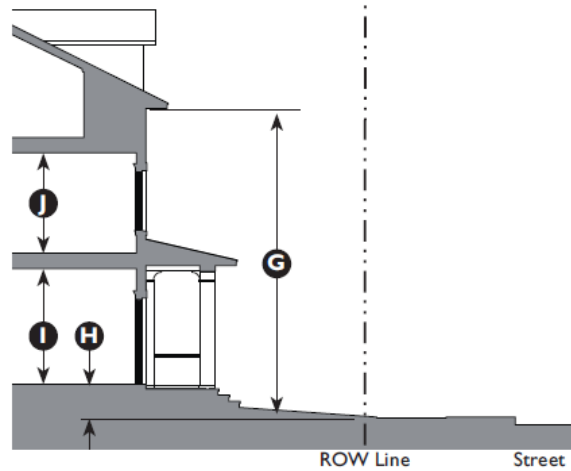
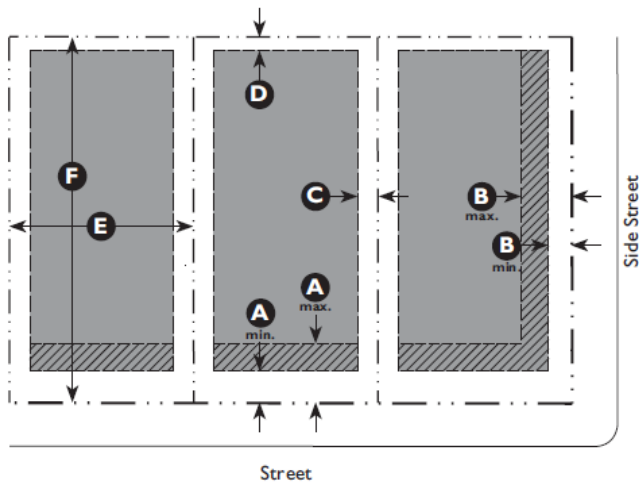
T4HC-O (Open)

T4VC (Village Center - St. Helena)

C. Allowed Building Types

Building Type	Specific Regulations
Carriage House	5.1.40
Single-Family: Cottage	5.1.70
Cottage Court	5.1.80
Duplex	5.1.90
Townhouse	5.1.100
Mansion Apartment	5.1.110
Apartment House	5.1.120

T4 Hamlet Center (T4HC) Standards



Key

- ROW / Property Line
- Setback Line
- Building Area
- ▨ Facade Zone

D. Building Placement

Setback (Distance from ROW / Property Line)

Front	10' min.; 25' max.	A
Side Street	10' min.; 20' max.	B
Side		
Main Building	10' min.	C
Ancillary Building	5' min.	
Rear	5' min.	D
Facade within Facade Zone		
Front	75%	
Side Street	50%	

Lot Size

Width	150' max.	E
Depth	250' max.	F

Miscellaneous

Where existing adjacent buildings are in front of the regulated BTL or front setback, the building may be set to align with the facade of the front most immediately adjacent property.

E. Building Form

Building Height

Main Building	2.5 stories max.?	G
Ancillary Building	2 stories max.	
Ground Floor Finish Level		H
Residential	18" min.	
Commercial (T4HC-O)	6" max.	
Ground Floor Ceiling		I
Commercial (T4HC-O)	10' min.	
Upper Floor(s) Ceiling	8' min.	J

Ground floor lobbies and common areas in multi-unit buildings may have a 0" to 6" ground floor finish level.

Within 25' of the rear property line, buildings may not be more than a half-story taller than the allowed height of adjacent buildings.

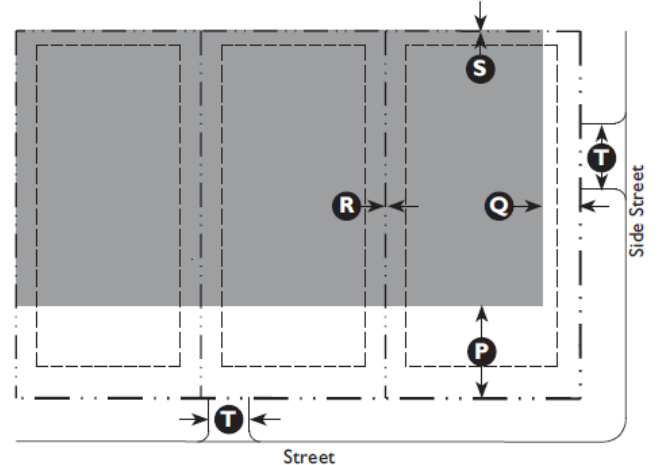
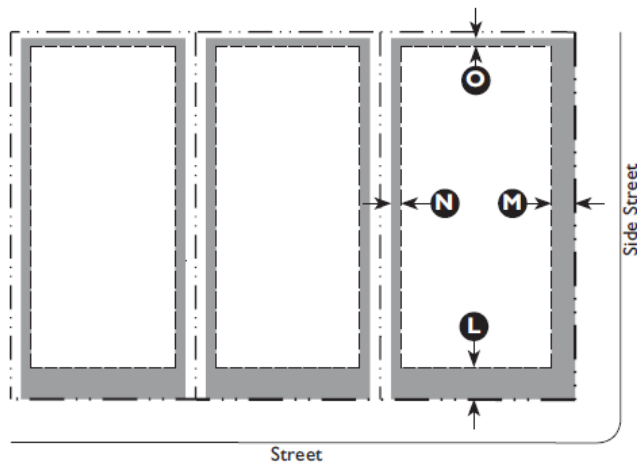
Footprint

Width: Main Building	100' max.
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Miscellaneous

All upper floors must have a primary entrance along the front. Loading docks, overhead doors, and other service entries may not be located on street-facing facades.

T4 Hamlet Center (T4HC) Standards



Key

- ROW / Property Line
- Setback Line
- Encroachment Area

F. Encroachments and Frontage Types

Encroachments		
Front	12' max.	L
Side Street	12' max.	M
Side	3' max.	N
Rear	3' max.	O

Encroachments are not allowed across a side or rear property line, or across a curb.

See Division 5.2 (Private Frontage Standards) for further refinement of the allowed encroachments for frontage elements.

Allowed Frontage Types

Common Yard	Forecourt
Porch: Projecting	Dooryard
Porch: Engaged	Shopfront ¹
Stoop	Terrace ¹

¹ Allowed in T4HC-O Sub-Zone only.

Key

- ROW / Property Line
- Setback Line
- Allowed Parking Area

G. Parking

Required Spaces		
Residential Uses		
All Allowed Uses		1 per 1500 sf min.
Service or Retail Uses		
All Allowed Lodging Uses		1 per 2 rooms min.
All Other Allowed Uses		2.5 per 1000 sf min.

For parking requirements for Agricultural, Industrial, Recreation, Education, Public Assembly, Transportation, Communication, Infrastructure uses see Table 5.5.40.A (Parking Space Requirements).

Location (Setback from Property Line)

Front	40' min.	P
Side Street	15' min.	Q
Side	0' min.	R
Rear	5' min.	S

Miscellaneous

Parking Driveway Width		
≤ 40 spaces		14' max.
> 40 spaces		18' max.

T4 Hamlet Center (T4HC) Standards

H. T4HC and T4HC-O Allowed Uses

Land Use Type ¹	Specific Use Regulations	T4HC/T4VC	T4HC-O
Agricultural			
Agricultural Support Services		C ²	C
Forestry		P	P
Industrial			
Manufacturing/Processing, Packaging, Light, ≤ 15,000 sf		—	C
Marine Industrial		—	S
Warehousing	4.1.250	—	C
Wholesaling and Distribution	4.1.250	—	C
Residential			
Community Care Facility		C	P
Dwelling:			
Single-Family/Unit		P	P
Two-Family/Unit		P	P
Multi-Family/Unit		P	P
Accessory Unit		P	P
Family Compound		P	P
Group Home:			
≤ 8 Residents, in a Home		P	P
> 8 Residents		S	S
Home Occupation	4.2.100	P	P
Home Business	4.2.90	C	P
Live/Work	4.1.100	C	P

Land Use Type ¹	Specific Use Regulations	T4HC/T4VC	T4HC-O
Recreation, Education, Public Assembly			
Colleges and Universities		S	S
Community Oriented Civic Facility, except: > 15,000 sf		C	P
Community/Public Safety Facility		— ³	C
Community/Public Safety Facility		P	P
Recreation Facility:			
Health/Fitness Facility		P	P
Indoor	4.1.150	P	C
Outdoor	4.1.160	C	C
Meeting Facility/Place of Worship, Public or Private > 15,000 sf	4.1.120	C	C
Park, Open Space, Playground	2.7	P	P
School, Public or Private		S	S
Studio: Specialized Education & Training		P	P
Water/Marine Oriented Facilities		—	S

Key	
P	Permitted Use
C	Conditional Use
S	Special Use Permit Required
—	Use Not Allowed

End Notes

¹A definition of each listed use type is in Article 10 (Definitions of Terms and Uses).

²Allowed in T4VC Only

³By Special Use Permit in T4VC

T4 Hamlet Center (T4HC) Standards

H. T4HC and T4HC-O Allowed Uses (continued)

Land Use Type ¹	Specific Use Regulations	T4HC/ T4VC	T4HC-O	Land Use Type ¹	Specific Use Regulations	T4HC/ T4VC	T4HC-O
Retail				Services			
Bar, Tavern, Nightclub		—	C	Animal Services, except with: Kennel	4.1.50	C	P
General Retail, except:		P	P	Day Care, Child or Adult:			
> 3,500 sf		C	C	≤ 6 Clients (“Family”)	4.1.70	P	P
> 10,000 sf		— ²	C	≤ 12 Clients (“Group”)	4.1.70	C	C
> 25,000 sf		—	S	> 12 Clients (“Commercial”)	4.1.70	C	C
> 50,000 sf		—	—	General Services: Business			
Drive-Through Facilities	4.1.80	—	—	& Office, except:		P	P
Open Air Retail		C ³	C	> 3,500 sf		C	P
Restaurant, Café, Coffee		C	P	> 10,000 sf		— ²	C
Shop, except with:				> 25,000 sf		—	S
Drive-Through Facilities	4.1.80	—	—	> 50,000 sf		—	—
Transportation, Communications, Infrastructure				Lodging:			
Parking Facility, Public or				Bed and Breakfast		P	P
Commercial		—	C	Inn		C	P
Infrastructure and Utility:				Hotel/Motel		—	C
Community (Minor)		C	C	Medical Service ¹		P	P
Regional (Major)	4.1.170	S	S	Personal Storage	4.1.140	—	C
Transportation Terminal		—	S	Vehicle Services:			
Community Waste Transfer	4.1.60	—	C	Gas Station/Fuel Sales	4.1.230	C ³	C
and Recycling				Minor Maintenance and			
Wireless Communications		—	C	Repair		C ³	C
Facility				Major Maintenance and	4.1.240		
				Repair		—	S

Key	
P	Permitted Use
C	Conditional Use
S	Special Use Permit Required
—	Use Not Allowed

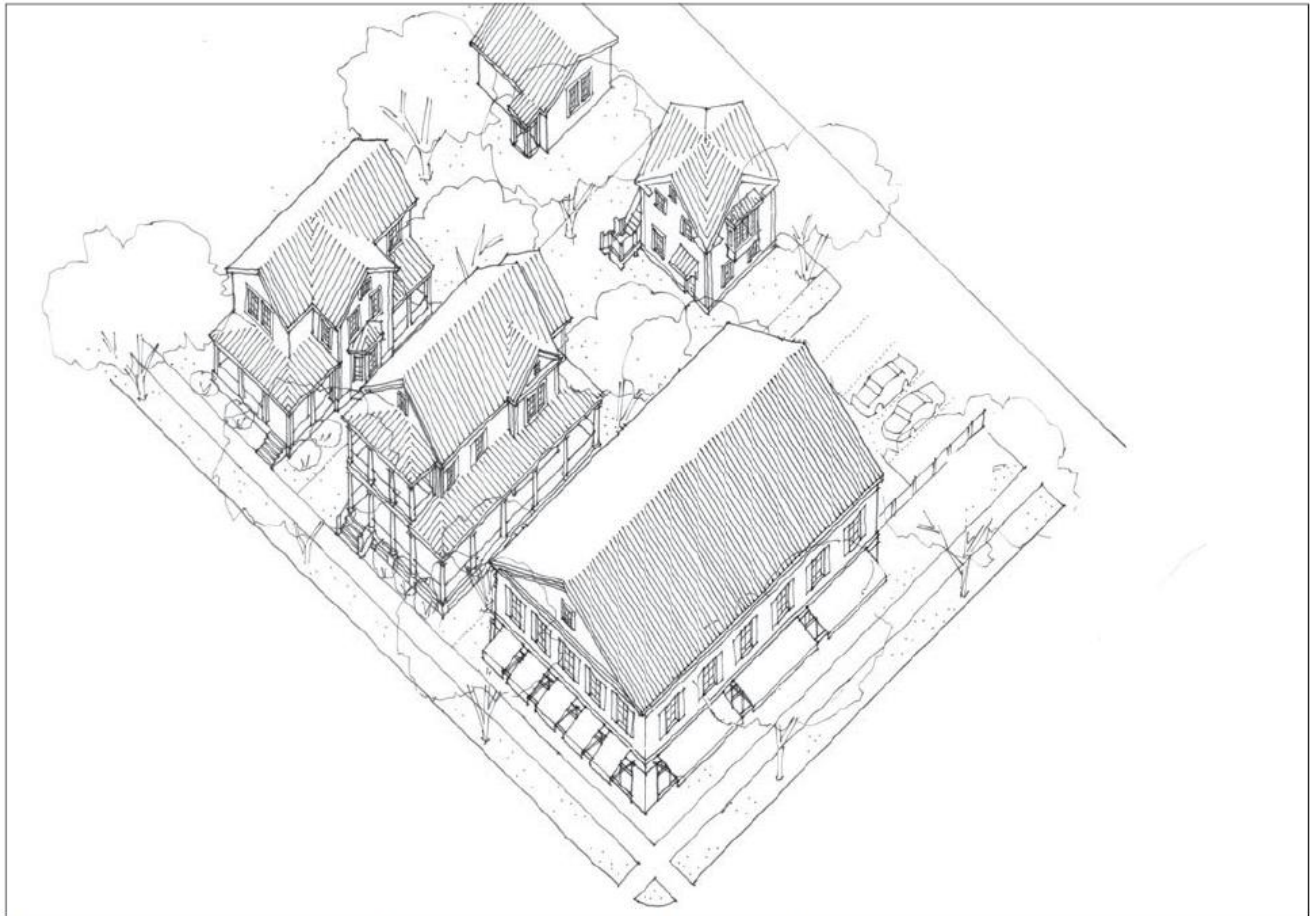
End Notes

¹ A definition of each listed use type is in Article 10 (Definitions of Terms and Uses).

² By Special Use Permit in T4VC

³ Allowed in T4VC Only

3.2.100 T4 Neighborhood Center (T4NC) Standards



General note: the illustration above is intended to provide a brief overview of the transect zone and is descriptive in nature.

A. Purpose

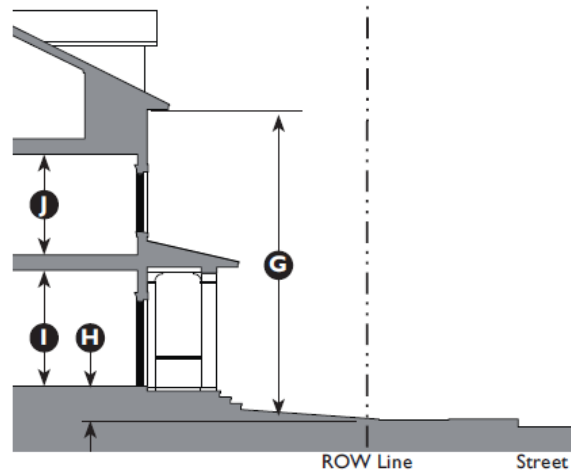
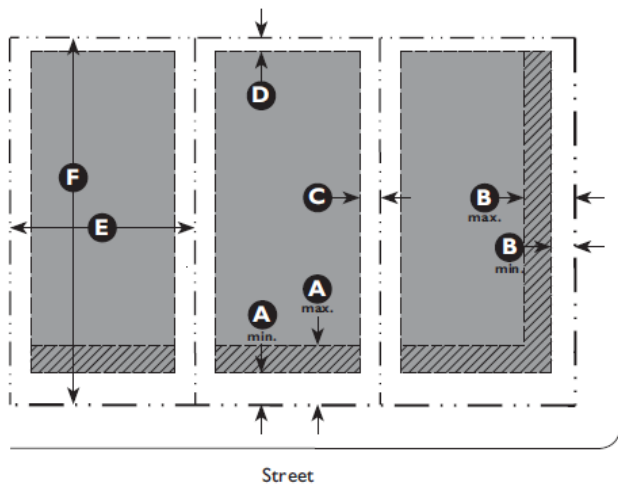
The Neighborhood Center (T4NC) Zone is intended to integrate vibrant main-street commercial and retail environments into neighborhoods, providing access to day-to-day amenities within walking distance, creating potential for a transit stop, and serving as a focal point for the neighborhood.

The T4 Neighborhood Center Zone implements the Comprehensive Plan goals of creating areas of higher intensity residential and commercial uses in Beaufort County, the City of Beaufort and Town of Port Royal.

B. Allowed Building Types

Building Type	Specific Regulations
Carriage House	5.1.40
Single-Family: Cottage	5.1.70
Cottage Court	5.1.80
Duplex	5.1.90
Townhouse	5.1.100
Mansion Apartment	5.1.110
Apartment House	5.1.120
Main Street Mixed Use	5.1.130

T4 Neighborhood Center (T4NC) Standards



Key

- ROW / Property Line
- Setback Line
- Building Area
- ▨ Facade Zone

C. Building Placement

Setback (Distance from ROW / Property Line)

Front	0' min.; 15' max.	A
Side Street	0' min.; 15' max.	B
Side		
Main Building	3' min.; 6' max.	C
Ancillary Building	0' or 3' min.	
Rear	5' min.	D

Facade within Facade Zone

Front	75%
Side Street	50%

Lot Size

Width	250' max.	E
Depth	250' max.	F

Miscellaneous

Where existing adjacent buildings are in front of the regulated BTL or front setback, the building may be set to align with the facade of the front most immediately adjacent property.

No planting strips are allowed between sidewalk and building.

D. Building Form

Building Height

Main Building	2 stories min.; 4 stories max.	G
Ancillary Building	2 stories max.	
Ground Floor Finish Level		H
Residential	18" min.	
Commercial	6" max.	
Ground Floor Ceiling		I
Commercial	10' min.	
Upper Floor(s) Ceiling	8' min.	J

Ground floor lobbies and common areas in multi-unit buildings may have a 0" to 6" ground floor finish level.

Within 25' of the rear property line, buildings may not be more than a half-story taller than the allowed height of adjacent buildings.

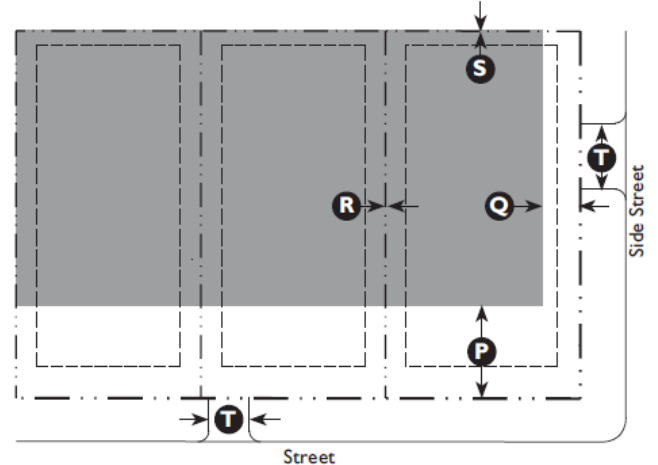
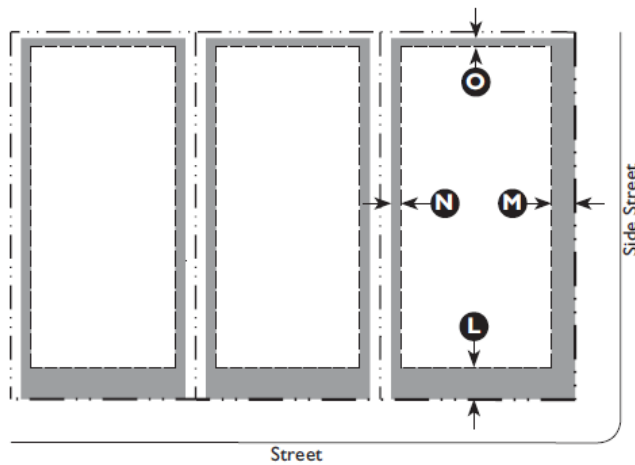
Footprint

Width: Main Building	250' max.
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Miscellaneous

Distance Between Entries, to Upper Floor(s)	80'
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T4 Neighborhood Center (T4NC) Standards



Key

- ROW / Property Line
- Setback Line
- Encroachment Area

D. Building Form (continued)

Miscellaneous (continued)

All upper floors must have a primary entrance along the front. Loading docks, overhead doors, and other service entries may not be located on street-facing facades.

E. Encroachments and Frontage Types

Encroachments

Front	12' max.	L
Side Street	12' max.	M
Side	3' max.	N
Rear	3' max.	O

Encroachments are not allowed across a side or rear property line, or across a curb.

See Division 5.2 (Private Frontage Standards) for further refinement of the allowed encroachments for frontage elements.

Awnings, Galleries and Arcades may encroach further into the street ROW to within 2' of the face of curb. Eaves may encroach up to 3' into the street ROW. All other encroachments are not allowed within street ROW.

Allowed Frontage Types

Porch: Projecting	Dooryard
Porch: Engaged	Shopfront
Stoop	Terrace
Forecourt	Gallery

Key

- ROW / Property Line
- Setback Line
- Allowed Parking Area

F. Parking

Required Spaces

Residential Uses	
All Allowed Uses	1 per 1500 sf min.
Service or Retail Uses	
All Allowed Lodging Uses	1 per 2 rooms min.
All Other Allowed Uses	2.5 per 1000 sf min.

For parking requirements for Agricultural, Industrial, Recreation, Education, Public Assembly, Transportation, Communication, Infrastructure uses see Table 5.5.40.A (Parking Space Requirements).

Location (Setback from Property Line)

Front	40' min.	P
Side Street	5' min.	Q
Side	0' min.	R
Rear	5' min.	S

Miscellaneous

Parking Driveway Width T	
≤ 40 spaces	14' max.
> 40 spaces	18' max.

T4 Neighborhood Center (T4NC) Standards

G. T4NC Allowed Uses					
Land Use Type ¹	Specific Use Regulations	T4NC	Land Use Type ¹	Specific Use Regulations	T4NC
Agricultural			Recreation, Education, Public Assembly		
Forestry		P	Colleges and Universities		S
Industrial			Community Oriented Civic Facility, except:		P
Manufacturing/Processing, Packaging, Light, ≤ 15,000 sf		C	> 15,000 sf		C
Marine Industrial		S	Community/Public Safety Facility		P
Residential			Recreation Facility:		
Community Care Facility		P	Health/Fitness Facility		P
Dwelling:			Indoor	4.1.150	C
Single-Family/Unit		P	Meeting Facility/Place of Worship, Public or Private, except:	4.1.120	P
Two-Family/Unit		P	> 15,000 sf		C
Multi-Family/Unit		P	Park, Open Space, Playground	2.7	P
Accessory Unit		P	School, Public or Private		S
Family Compound		P	Studio: Specialized Education & Training		P
Group Home:			Water/Marine Oriented Facilities		S
≤ 8 Residents, in a Home		P	Retail		
> 8 Residents		S	Bar, Tavern, Nightclub		C
Home Office	4.2.100	P	General Retail, except with:		P
Home Business	4.2.90	P	> 50,000 sf		S
Live/Work	4.1.100	P	Drive-Through Facilities	4.1.80	S
			Open Air Retail		C
			Restaurant, Café, Coffee Shop, except with:		P
			Drive-Through Facilities	4.1.80	—

Key

P Permitted Use

C Conditional Use

S Special Use Permit Required

— Use Not Allowed

End Notes

¹ A definition of each listed use type is in Article 10 (Definitions of Terms and Uses).

T4 Neighborhood Center (T4NC) Standards

G. T4NC Allowed Uses (continued)

Land Use Type ¹	Specific Use Regulations	T4NC
Services		
Animal Services, except with: Kennel	4.1.50	P —
Day Care, Child or Adult:		
≤ 6 Clients (“Family”)	4.1.70	P
≤ 12 Clients (“Group”)	4.1.70	C
> 12 Clients (“Commercial”)	4.1.70	C
General Services: Business & Office, except with:		P
> 25,000 sf		C
> 50,000 sf		S
Lodging:		
Bed and Breakfast		P
Inn		P
Hotel/Motel		P
Medical Service:		P
Vehicle Service:		
Gas Station/Fuel Sales	4.1.230	C
Minor Maintenance and Repair		P
Major Maintenance and Repair	4.1.240	C

Land Use Type ¹	Specific Use Regulations	T4NC
Transportation, Communications, Infrastructure		
Parking Facility, Public or Commercial		C
Infrastructure and Utility:		
Community (Minor)		C
Regional (Major)	4.1.170	S
Transportation Terminal		S
Community Waste Transfer and Recycling	4.1.60	C
Wireless Communications Facility	4.1.260	C

Key	
P	Permitted Use
C	Conditional Use
S	Special Use Permit Required
—	Use Not Allowed

End Notes

¹ A definition of each listed use type is in Article 10 (Definitions of Terms and Uses).