

# COUNTY COUNCIL OF BEAUFORT COUNTY

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## AGENDA NATURAL RESOURCES COMMITTEE

Monday, October 7, 2013  
2:00 p.m.

Executive Conference Room  
Administration Building

### Committee Members:

Brian Flewelling, Chairman  
Cynthia Bensch, Vice Chairman  
Gerald Dawson  
William McBride  
Jerry Stewart  
Tabor Vaux  
Laura Von Harten

Staff Support: Tony Criscitiello

1. CALL TO ORDER – 2:00 P.M.
2. TEXT AMENDMENTS TO THE BEAUFORT COUNTY ZONING AND DEVELOPMENT STANDARDS ORDINANCE/ZDSO: ARTICLE XII. SUBDIVISION DESIGN, DIVISION 3— TYPE OF SUBDIVISION; ARTICLE XIII. SUBDIVISION AND LAND DEVELOPMENT STANDARDS, DIVISION 2—STREET STANDARDS; AND ARTICLE XV. SIGNS, DIVISION 2— STANDARDS (ADDS ADDITIONAL REQUIREMENTS FOR SUBDIVISIONS, STREET DESIGNS AND SIGNS); APPLICANT: STAFF ([backup](#))
3. DEVELOPMENT AGREEMENT FOR BLUFFTON GATEWAY  
([Development Agreement](#))  
([Section 106-2796](#))  
([Sections 106-2536 and 106-2540](#))  
([Sections 106-3173 and 106-3174](#))
4. DEVELOPMENT AGREEMENT FOR PEPPER HALL PLANTATION ([backup](#))
5. REZONING OF PEPPER HALL PLANTATION ([backup](#))  
To view video of April 1, 2013 Natural Resources Committee meeting, click link below, then select agenda item #3:  
([http://beaufort.granicus.com/MediaPlayer.php?view\\_id=2&clip\\_id=878](http://beaufort.granicus.com/MediaPlayer.php?view_id=2&clip_id=878))
6. DISCUSSION / POSTING OF HISTORICAL MARKER ON COUNTY-OWNED PROPERTY ON DAUFUSKIE ISLAND ([backup](#))
7. CONSIDERATION OF REAPPOINTMENTS AND APPOINTMENTS
  - A. Northern Corridor Review Board
  - B. Southern Corridor Review Board
  - C. Stormwater Management Utility Board



8. EXECUTIVE SESSION

- A. Discussion of negotiations incident to proposed contractual arrangements and proposed purchase of property

9. ADJOURNMENT



## MEMORANDUM

**To:** Natural Resources Committee of Beaufort County Council  
**From:** Anthony J. Criscitiello, Planning & Development Director  
**Date:** October 1, 2013  
**Subject:** Proposed Amendments to the Zoning & Development Standards Ordinance (ZDSO)  
– Type of Subdivision, Subdivision Design, and Signs

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**Excerpt of PLANNING COMMISSION RECOMMENDATION from its September 5, 2013, draft meeting minutes:**

Mr. Criscitiello briefed the Commissioners on the proposed amendments for the commercial subdivision standards.

Commission discussion included the inclusion of these standards into the proposed Development Code, and clarification on the proposed buffers and signage standards.

Public Comment: Walter Nestor of McNair Law Firm stated that he had worked closely with the Planning staff to create horizontal property regime where individual end users wanted to have individual landscaping and signage. The developer is allowed to sell off parcels, but requires a master development plan for traffic, landscape, and signage.

**Motion:** Mr. Petit made a motion, and seconded the motion, **to recommend approval** to County Council of the text amendment to the Beaufort County Zoning and Development Standards Ordinance/ZDSO: **Article XII. Subdivision Design, Division 3—Type of Subdivision; Article XIII. Subdivision and Land Development Standards, Division 2—Street Standards; and Article XV. Signs, Division 2—Standards that will include additional requirements for subdivisions, street designs, and signage).** Further discussion included agreement to these timely text amendments. The motion **was carried unanimously** (FOR: Bihl, Chmelik, LeGree, Petit, Riley, Semmler, and Stewart)

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**STAFF REPORT:**

**ZDSO Sections:** Article XII. Subdivision Design, Division 3- Type of Subdivision; Article XIII. Subdivision and Land Development Standards, Division 2 – Street Standards; and Article XV. Signs, Division 2 – Standards.

**Summary of the Proposed Amendment:** The proposed amendments will allow a new type of subdivision. This is in response to an evolving market trend which the planning department contemplates as a legitimate reason to create these text amendments. The text amendments would accomplish three things: first would be to broaden the concept of what can be considered a subdivision, i.e., a commercial subdivision; the second would allow the County Transportation

Engineer additional latitude to consider other methods to provide essential site access where supported by a traffic impact analysis; and the third will allow for signs to be permitted in shopping centers that are developed as a commercial subdivision.

**Source of Proposed Amendment:** The origin of this proposal came from the Development Agreement Subcommittee of the Natural Resources Committee of the Beaufort County Council.

**Justification:** There is an increasing trend from major national retailers in commercial shopping centers to want to own the land the stores reside upon and the parking areas that support the stores. Consequently, shopping center developers and their major retailers want the flexibility to use the subdivision and site plan review process to integrate the two processes together without creating conflicts between zoning standards and subdivision regulations. Often internal setback and buffer yard requirements would cancel out the unified site plan concept inherent in a commercial subdivision within a shopping center. This proposed set of text amendments are designed to remedy that problem.

**Proposed Amendments:** (proposed deletions to the text are shown as ~~strike-through~~ and proposed additions to the text are underlined).

**Recommendation:** The Beaufort County Planning staff recommends approval for the herein attached sections of the Beaufort County ZDSO.

## Article XII. Subdivision Design

### Division 3. Types of Subdivisions

Sec. 106-2536. Scope.  
Sec. 106-2537. Major Subdivision.  
Sec. 106-2538. Minor Subdivision.  
Sec. 106-2539. Rural small lot subdivision.  
Sec. 106-2540. Commercial subdivision.  
Secs. 106-2540~~1~~-106-2565. Reserved

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**Sec. 106-2536. Scope.**

There are ~~three~~ four types of subdivision permitted under this chapter: major, minor, ~~and~~ rural small lot, and commercial. Refer to article III of this chapter regarding review procedures for ~~major or minor~~ subdivisions.

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**Sec. 106-2540. Commercial Subdivision.**

- (a) Commercial subdivisions are land developments that include master planning and subdividing into two or more lots any tract or parcel of land located in commercial regional, commercial suburban, research and development, light industry, and industrial park districts. These subdivisions are limited to commercial and/or industrial uses only. This type of subdivision includes all of the following:
- (1) Separate ownership of lots, coupled with undivided interest in common property;
  - (2) Restrictive land use covenants or easements that govern use of both the common area and separate ownership interests; and
  - (3) Management of common property and enforcement of restrictions by a property owners' association.
- (b) A master development plan for the commercial subdivision, which shall show buildout of the project, including proposed lots and outparcels, shall be submitted for Conceptual Development Plan review and approval by the DRT. The master development plan shall be accompanied by a traffic impact analysis (TIA) and include a master signage plan depicting signage to be used by the owners of lots in the commercial subdivision.
- (c) Commercial subdivisions shall be subject to restrictive land use covenants or easements, which provide for the installation, maintenance, and shared use of infrastructure and common areas among the lots depicted in a commercial subdivision master development plan. Such restrictive covenants or easements shall provide for shared access, ingress, egress, parking, common area ownership and maintenance, utility and stormwater infrastructure, signage in accordance with the master signage plan and landscaping among the lots in the commercial subdivision. Said restrictive land use covenants or easements shall comply with the ZDSO and shall be recorded concurrent with the sale or transfer of any lot within the commercial subdivision.

- (d) Except for outparcels, individual lots within a commercial subdivision are exempt from the open space and density, lot and building intensity, and bufferyard and landscaping standards of Article VI; the site capacity and resource protection standards in Article VII, except for tree protection and removal; and parking standards in Article XIII. The intent being that the commercial development will meet these standards as a whole during review of the master development plan, and that subsequent to subdivision, the lots depicted in the master development plan for a commercial subdivision shall be used and shall operate together as a single master planned development. Where applicable; however, individual lots within a commercial subdivision shall meet the Corridor Overlay District Guidelines in Appendix B, except that perimeter buffer requirements (see Appendix B, Sec. 5.A.2.d) shall not apply between individual lots in the commercial subdivision.
- (e) Amendments to the commercial subdivision, including but not limited to the size, dimension and number of lots depicted therein, shall be approved by the DRT.
- (f) The original developer of a commercial subdivision may or may not actually develop the entire project to completion. As a special exception to the subdivision process outlined in this Chapter, the developer of a commercial subdivision may sell or transfer ownership of lots within the commercial subdivision in accordance with the following procedures and provisions:
- (1) Prior to the sale or transfer of lots, the developer shall build any necessary off-site improvements for the development, including those identified in the traffic impact analysis (TIA), water/sewer extensions to the site, etc., or the developer may elect to provide surety in the amount of 125% of the cost estimates for such improvements in accordance with Article XIII, Division 7 (Performance Guarantees).
  - (2) Property covenants and restrictions (see subsection (c) above), must accompany the sale or transfer of any lot within the commercial subdivision restricting the new owner to the development shown on the approved master development plan;
  - (3) The developer shall submit to the ZDA a sworn affidavit from the prospective purchaser of a lot wherein the purchaser waives his or her right to the guarantee of the installation of required improvements afforded through this Chapter for the subdivision of land, and further states that he or she understands that a final development plan application must be submitted and approved, and a development permit issued by the County in accordance with the procedures in Article III (Administrative Procedures) prior to commencement of any development on the lot;
  - (4) The developer shall submit a plat for certification for recording to the ZDA and subsequently record such plat prior to sale or transfer of any lot in the commercial subdivision.

**Secs. ~~106-25401~~-106-2565. Reserved**

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## Article XIII. Subdivision and Land Development Standards

### Division 2. Street Standards

#### Sec. 106-2796. Access.

(a) *Access to county, state and federal thoroughfares.* In subdivisions, access to county, state, and federal thoroughfares shall be provided as follows:

- (1) Street, driveway, or other access separation along county, state, and federal highways shall be in accordance with the SCDOT, "Access and Roadside Management Standards," and county-approved access management plans. In no event, however, shall individual driveways and nonresidential curb cuts be permitted at spacing less than follows:
  - a. Major arterial road (divided four-lane): 1,500 feet.
  - b. Arterial road (two-lane): 800 feet.
  - c. Collector road and all others: 400 feet.
- (2) Where existing conditions warrant, individual driveways and nonresidential curb cut spacing described in subsection(a)(1) above may be varied by the Beaufort County Traffic Engineer to provide essential site access where supported by an approved traffic impact analysis.
- (~~2~~3) If a road can be provided for lots (parcels), they shall be required, rather than permitting the stripping of lots (parcels) along the road frontage with individual and direct access to the roadway. The rural subdivision (subdivision II of division 4 of articles Xii of this chapter) is specifically designed to eliminate stripping of lots. If a property cannot be provided access through adjoining properties, a temporary access may be permitted as provided in subsection (b) of this section.
- (~~3~~4) Where a new internal road cannot be provided due to the depth and/or configuration of a parcel, lots (parcels) created along public road rights-of-way shall utilize shared access drives to meet the separation standards in subsection (1).
- (~~4~~5) Where lots (parcels) within a major subdivision are created along unpaved public road rights-of-way, the developer shall be required to either pave the portion of the road that fronts the lots per county standards or provide in escrow to the county an amount equal to the paving of that portion of the road.

*(Note: The remainder of Sec. 106-2796 is unaffected.)*

## Article XV. Signs

### Division 2. Standards

- Sec. 106-3171. General sign requirements.
- Sec. 106-3172. On-premises signs.
- Sec. 106-3173. Shopping centers, commercial subdivisions or multiple-tenant buildings.
- Sec. 106-3174. Off-premises signs.
- Sec. 106-3175. Illumination.
- Sec. 106-3176. Signage requirements for corridor overlay district.
- Secs. 106-3177-106-3205. Reserved

#### **Sec. 106-3173. Shopping centers, commercial subdivisions or multiple-tenant buildings.**

(a) *Identification sign.* Shopping centers, commercial subdivisions, malls and multiple-tenant buildings may erect either one 80-square-foot freestanding ground sign, which may be used as an identification sign, directory listing, or combination thereof, on each street or highway frontage except where the frontage exceeds 500 feet. An additional sign may be allowed provided it does not exceed 80 square feet in area, and the total area of all freestanding signs do not exceed the maximum allowable area as specified in subsection (b) of this section.

(b) *Total maximum allowable area.* The total maximum allowable area shall be as follows:

- (1) For shopping centers, commercial subdivisions, and/or multiple-tenant buildings fronting on one street or highway, the maximum total freestanding area is 160 square feet.
- (2) For shopping centers, commercial subdivisions, and/or multiple-tenant buildings fronting on two streets or highways, the maximum total freestanding area is 240 square feet.
- (3) Individual businesses within a shopping center, commercial subdivision and/or multiple-tenant building may erect wall and/or projecting signs consistent with section 106-3172.
- (4) Individual businesses within a complex and individual lots within a commercial subdivision (excluding outparcels) shall not be allowed to have separate freestanding signs.

#### **Sec. 106-3174. Off-premises signs.**

(a) *Generally.* Standards for off-premises signs are as follows:

- (1) Except for commercial subdivisions subject to the provisions of section 106-3173, and except as provided for in subsections (a)(7) and (8) of this section, all commercial, off-premises signs are banned in the areas of the county to which this chapter applies.

***(Note: The remainder of Sec. 106-3174 is unaffected.  
Subsections (a)(7) & (8) are added for reference only.)***

- (7) Back-to-back signs and V-sign structures shall be considered as one sign for purposes of spacing requirements.
- (8) In order to provide information and directional aid to the general public, directional signs may be erected upon approval of the county only within 300 feet of intersections of major traveled thoroughfares and secondary roads to identify businesses, services, organizations, agencies, facilities, and activities located down the secondary road. Such directional signs shall not be utilized to identify uses on the major traveled thoroughfare.



Prepared by and after recording return to:

Walter J. Nester, III  
 McNair Law Firm, P.A.  
 Suite 400, 23-B Shelter Cove Lane  
 Hilton Head Island, SC 29928

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<p><b>STATE OF SOUTH CAROLINA     )</b>            <b>)</b>  <b>COUNTY OF BEAUFORT         )</b>  <b>CENTER</b></p>	<p><b>DEVELOPMENT AGREEMENT</b>  <b>FOR</b>  <b>BLUFFTON      GATEWAY      COMMERCIAL</b></p>
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This Development Agreement (“Agreement” or “Development Agreement”) is made and entered as of and on the Effective Date, by and between Jaz 278, LLC, a Georgia limited liability company authorized to conduct business in South Carolina, and its successors and assigns (the “Owner”), and the governmental authority of Beaufort County, South Carolina (“Beaufort County”) a South Carolina municipal corporation.

**WHEREAS**, the legislature of the State of South Carolina has enacted 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; and,

**WHEREAS**, the Act recognizes that “[t]he lack of certainty in the approval of development can result in a waste of economic and land resources, can discourage sound capital improvement planning and financing, can cause the cost of housing and development to escalate, and can discourage commitment to comprehensive planning.” [Section 6-31-10 (B)(1)]; and,

**WHEREAS**, the Act also states: “Development agreements will encourage the vesting of property rights by protecting such rights from the effect of subsequently enacted local legislation or from the effects of changing policies and procedures of local government agencies which may conflict with any term or provision of the Development Agreement or in any way hinder, restrict, or prevent the development of the project. Development Agreements will provide a reasonable certainty as to the lawful requirements that must be met in protecting vested property rights, while maintaining the authority and duty of government to enforce laws and regulations which promote the public safety, health, and general welfare of the citizens of our State”. [Section 6-31-10 (B)(6)]; and,

**WHEREAS**, the Act further authorizes local governments, including County governments, to enter Development Agreements with owners to accomplish these and other goals described in Section 6-31-10 of the Act; and,

**WHEREAS**, Owner is the contract purchaser of certain adjacent tracts of real property consisting of a total of approximately sixty-six and 20/100 (66.20) acres, as more particularly described on **Exhibit “A”** attached hereto and made a part hereof (collectively hereinafter, the “Property”); and

**WHEREAS**, the Property is zoned Commercial Regional and is largely undeveloped, the only improvements being an eight thousand square foot (8,000 SF) building and associated parking formerly operated as a commercial printing operation and a two hundred fifty foot (250’) wide utility right-of-way area containing electrical utility lines and associated infrastructure (hereinafter, the “Powerline Easement Area”); and

**WHEREAS**, Owner is planning the development of the Property as a commercial center to be known as Bluffton Gateway Commercial Center (hereinafter “Bluffton Gateway”) with approximately three hundred twenty-two thousand square feet (322,000 SF) of commercial retail space, together with up to three (3) outparcels containing an additional approximate twenty thousand (20,000) square feet of commercial retail and restaurant space; and

**WHEREAS**, as provided in the May 2001 U.S. 278 Short Term Needs Study prepared by Wilbur Smith Associates for the Beaufort County Council (the “Short Term Needs Study”), Beaufort County identifies the need for road interconnectivity through the Property to the west with Sheridan Park commercial center and/or Red Cedar Street in Bluffton Park to S.C. Highway 46 to the east; and

**WHEREAS**, Beaufort County has requested and Owner has agreed to the construction generally as identified in the Short Term Needs Study of access roads to provide access to and interconnectivity to those properties adjacent to the Property, and the dedication to Beaufort County of certain road rights-of-way and road improvements on the Property in support of such interconnectivity; and

**WHEREAS**, Owner desires to modify certain aspects of the ZDSO [\(hereinafter defined\)](#), as more particularly described herein, to provide for and achieve the successful development of Bluffton Gateway pursuant to and as shown in a development plan (the “Development Plan”) to be approved in accordance with the ZDSO; and

**WHEREAS**, the development of the Property results in the imposition of certain building, permitting and impact fees (collectively, and not intending to be limiting, hereinafter “Impact Fees”) in accordance with applicable County ordinances and state law to the extent the development creates new impacts; and

**WHEREAS**, Owner has agreed to the construction of road infrastructure on the Property and the dedication of rights-of-way where such road infrastructure has been or shall be constructed on the Property in partial consideration of credits against any Impact Fees due to the increase in impacts resulting from the development during the term of this Agreement; and

**WHEREAS**, the Property is subject to a Non-Responsible Party Voluntary Cleanup Agreement (the “Brownfield Voluntary Cleanup Agreement”) between Owner and the South Carolina Department of Health and Environmental Control (“DHEC”) pursuant to Section 44-56-710, *et seq.* of the South Carolina Code of Laws (the “Brownfield Voluntary Cleanup Program”); and

**WHEREAS**, the Brownfield Voluntary Cleanup Program provides for the exemption of certain ad valorem taxes pursuant to and as more particularly described in Section 12-37-220 (44) of the South Carolina Code of Laws (the “Brownfield Voluntary Cleanup Exemption”); and

**WHEREAS**, the Brownfield Voluntary Cleanup Exemption provides for a five (5) year exemption from certain ad valorem taxes upon the issuance of a certificate of completion by DHEC (the “DHEC Certificate of Completion”) and upon the approval by resolution of the Beaufort County Council; and

**WHEREAS**, the county governing body contemplated in Section 12-37-220 (44) of the South Carolina Code of Laws is the Beaufort County Council, and Owner desires to confirm in this Agreement that the required resolution be issued by Beaufort County Council upon the issuance of the DHEC Certificate of Completion; and

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

**WHEREAS**, Beaufort County finds that Owner's plan for development proposed for this Property is consistent with Beaufort County's comprehensive land use plan and shall, together with the

Brownfield Voluntary Cleanup Agreement, further the health, safety, welfare and economic well being of Beaufort County and its citizens; and,

**WHEREAS**, the plan for the development of the Property presents Beaufort County with an exceptional opportunity to receive completed road infrastructure consistent with and in compliance with the Short Term Needs Study; secures quality planning and a well-constructed commercial retail center; provides for the voluntary cleanup of an existing Brownfield; provides for the enhanced protection of the environment; and strengthens and revitalizes its tax base; and,

**WHEREAS**, this Development Agreement is being made and entered between Owner and Beaufort County, under the terms of the Act for the purpose of providing assurances to Owner that it may proceed with its development of the Property under the terms hereof, consistent with the Development Plan, without encountering future changes in law which would materially affect the ability to complete the proposed development of the Property pursuant to the Development Plan, and for the purpose of providing important protection to the natural environment and long term financial stability and a viable tax base to Beaufort County.

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

**I. INCORPORATION.**

The above recitals are hereby incorporated into and are made a part of this Agreement, together with the South Carolina General Assembly findings as set forth under Section 6-31-10(B) of the Act.

**II. DEFINITIONS.**

**As used herein, the following terms mean:**

**“Act”** means the South Carolina Local Government Development Agreement Act, as codified in Sections 6-31-10 through 6-31-160 of the Code of Laws of South Carolina (1976), as amended.

**“Beaufort County” or “County”** means the municipal government of Beaufort County, South Carolina.

**“Developer”** means Owner and all successors in title or lessees of Owner who undertake Development of all or any portion of the Property or who are assigned Development Rights.

**“Development”** means the same as the definition of development as set forth in the ZDSO.

**“Development Agreement Ordinance”** means all terms and conditions of this Development Agreement for Bluffton Gateway Commercial Center and all the attachments thereto, including but not being limited to the Development Plan and all narratives, applications, site development, Sign Master Plan(s), standards, exhibits and applicable ordinances as same may be hereafter amended by mutual agreement of Beaufort County and Owner. Specifically, it is noted that the adoption of the Development Agreement Ordinance after public hearings shall have the effect of a properly adopted land use ordinance. To the extent that any provision of the Development Agreement Ordinance may be deemed to be a modification of presently existing Beaufort County law, such modification is hereby approved, ratified and adopted as binding upon the Property and the parties hereto by the approval of this Development Agreement.

**“Development Fees”** means any and all road facilities development impact fees incurred in the Development of all or any portion of the Property ~~including but not limited to any impact fees, development fees, Development Agreement fees, review, application, filing, whether or not such road facilities or system improvements are currently identified in the County’s adopted road capital improvement plans or other adopted plans,~~ and/or any other similar fee now existing or hereinafter adopted by Beaufort County.

**“Development Plan”** means that certain site development plan for the Property, and related material and exhibits, depicting proposed lots, buildings and other infrastructure for the Property’s proposed development, which are entitled “Development Plan”, and which have been reviewed and approved by the County in conjunction with the approval of this Development Agreement, which Development Plan is attached hereto as **Exhibit “B”** and made a part hereof.

**“Development Rights”** means the right to the Development of the Property or portions thereof, undertaken by Owner or Developers in accordance with the Development Agreement Ordinance and the ZDSO.

**“DRT”** means Beaufort County’s Development Review Team or similar planning review authorized and described in the ZDSO.

“**Effective Date**” means the date of complete execution of this Agreement after the approval by the County of the Development Agreement Ordinance.

“**Jaz 278, LLC**” means a Georgia limited liability company authorized to conduct business in South Carolina, and its successors and assigns.

“**Owner**” means Jaz 278, LLC, a Georgia limited liability company authorized to conduct business in South Carolina, and its successors and assigns.

“**Property**” means collectively those tracts of land described on **Exhibit “A”** attached hereto and made a part hereof.

“**Sign Master Plan**” means that certain signage master plan for the development of the Property as contemplated in this Agreement , and related materials and exhibits entitled “Sign Master Plan”, which has been approved by Beaufort County in conjunction with the approval of this Development Agreement, which Sign Master Plan is attached hereto as Exhibit “C” and made a part hereof.

“**Term**” means a period of five (5) years and an additional five (5) years, if extended as set forth in Article III of this Agreement.

“**USACE**” means United States Army Corps of Engineers.

“**ZDSO**” means the Zoning and Development Standards Ordinance of Beaufort County adopted April 26, 1999, existing as of the Effective Date and attached hereto as **Exhibit “D”** and made a part hereof. References in the ZDSO to the latest version of County manuals shall mean and refer to the latest version of such manual as of the date of this Agreement, and shall include any and all zoning and development ordinances subsequently adopted or approved by Beaufort County.

### III. TERM.

The Term of this Agreement shall commence on the Effective Date and terminate five (5) years thereafter; or, if renewed, at the end of ~~one~~two (+2) additional five (5) year ~~period~~periods. During the Term, the provisions of this Development Agreement shall be vested against any future changes to Beaufort County law or ordinances which would affect the ability of Owner to carry out the development contemplated in this Development Agreement. Further, at the end of the ~~first~~second five (5) year period ~~(or the additional five (5) year period if applicable)~~, the provisions of this Development Agreement shall be vested against any future changes to Beaufort County law or ordinances if Owner

shall have achieved Substantial Development. “Substantial Development” shall mean (i) the conveyance by Owner of any right-of-way to Beaufort County pursuant to the terms of Article XI of this Agreement, or (ii) the construction (being completed or under construction) of not less than twenty-five percent (25%) of the total commercial building area on the Property as shown and depicted on the Development Plan.

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

The Property shall be developed in accordance with this Development Agreement. Beaufort County shall, throughout the Term, use its best efforts to maintain or cause to be maintained, a procedure for the expedited administrative processing and review of all Development on the Property as contemplated by the Development Agreement. All costs charged by or to Beaufort County for such reviews shall be paid by Owner or Developer, as applicable. However, the same shall be credited against the value of the conveyances and costs of construction for certain rights-of-way more particularly set forth in Article XI hereof.

#### **V. CHANGES TO THE ZDSO.**

Any amendment or modification to the ZDSO ~~relating to the Property, including any new or successor zoning and development standards ordinances adopted by Beaufort County,~~ shall not be applicable to the Property without the express prior written consent of Owner; provided, however, Beaufort County may apply such subsequently adopted laws to the Development if it holds a public hearing and it is determined that the subsequently adopted laws are: (a) not in conflict with laws governing this Agreement and do not prevent the Development contemplated in this Agreement; (b) essential to public health, safety or welfare, and the subsequently adopted laws expressly state that they apply to the Development of the Property; (c) specifically anticipated and provided for in the Development Agreement; (d) Beaufort County demonstrates that substantial changes have occurred to pertinent conditions regarding the Property existing as of the Effective Date and if not addressed by Beaufort County would pose a serious health risk to the public health, safety and welfare of its citizens; or (e) the Development Agreement is based on substantially inaccurate information supplied by Owner. Owner does, for itself and its successors and assigns, and notwithstanding the ZDSO, agrees to be bound by the following:

- A. Owner shall be required to notify Beaufort County, in writing, as and when Development Rights are transferred to any Developer. Such information shall include the identity and address of the acquiring party, a proper contact individual, and the location and number

of acres of the Property for which Development Rights are being transferred. Developers transferring Development Rights to any other party shall be subject to this requirement of notification, and any entity acquiring Development Rights hereunder shall be subject to the requirements of Article XVIII G.

- B.** Owner agrees that all Development on the Property, with the exception of irrigation and incidental maintenance facilities, shall be served by potable water and sewer prior to occupancy, except for temporary use.



VI. ~~VI.~~ DEVELOPMENT SCHEDULE.

The Property shall be developed in accordance with the development schedule, attached hereto as **Exhibit “E”** and made a part hereof (the “Development Schedule”), as the same may be modified or amended by Owner or any Developer(s) in the future to reflect market conditions as determined in the sole discretion of Owner. In accordance with the Act, the failure of Owner and any Developer to meet the Development Schedule shall not, in and of itself, constitute a material breach of this Agreement. The Development Schedules is a planning and forecasting tool only. The failure to meet the Development Schedule shall be judged by the totality of circumstances, including but not limited to Owner's and Developer’s good faith efforts to attain compliance with the Development Schedule. The fact that Development of the Property may take place at a different pace, based on future market conditions, as determined in the sole reasonable discretion of Owner, is expected and shall not be a default hereunder. Furthermore, periodic adjustments to the Development Schedule, which may be submitted to the County by Owner or Developer(s) in the future, shall not be considered a material amendment or breach of this Agreement.

VII. ~~VII.~~ COMMERCIAL DENSITY AND USE.

- A. **Commercial Density.** Development on the Property shall be limited to the ~~total densities as set forth in this Agreement, which shall be binding upon Owner and Beaufort County in the future~~ maximum commercial square feet of density available under the ZDSO as of the Effective Date. Development beyond the total commercial square feet of density described and depicted in the Development Plan shall require an updated traffic impact analysis, and availability of additional commercial density shall be limited to that allowed under such traffic impact analysis. The right to fully develop or construct all of the commercial density provided ~~for herein, notwithstanding the submission or approval of a development plan or otherwise, shall not limit the right to such stated density, nor prohibit subsequent or future construction up to the stated amount~~ herein shall be binding on Owner and the County. It being specifically understood that Owner, its successors and assigns shall have the absolute right to develop the Property to the commercial square feet of density stated herein. Owner shall have the right to make revisions to the Development Plan for matters including, but not limited to, adjustments to the dimensions of lots and buildings so long as the same are in keeping with the character and intent of the Development Agreement Ordinance and shall be administered and approved by the DRT.

~~The maximum density for the Property shall be equal to the maximum density available under the ZDSO as of the Effective Date.~~

- B. **Use.** The Development ~~Agreement Ordinance~~ Plan suggests proposed land uses within the Property. ~~These land~~ The specific uses ~~are~~ allowed for the Property shall be all those uses allowed under the Commercial Regional zoning category provided in the ZDSO as

of the Effective Date of this Agreement.

**VIII. ~~VIII.~~ ACCESS.**

The Property is bounded by U.S. Highway 278 to the north and S.C. Highway 46 to the east. Access to the Property to U.S. Highway 278 and S.C. Highway 46 is approved as depicted in the Development Plan and as described herein. At such time other interconnectivity to the west is completed as contemplated in this Development Agreement, the Property shall have the access as shown in the Development Plan.

~~IX. X.~~

**IX. ~~XI.~~ EFFECT OF FUTURE LAWS.**

Owner and Developer(s) shall have vested rights to undertake Development of any portion or all of the Property in accordance with the Development Agreement Ordinance. Future enactments of, or changes or amendments to Beaufort County ordinances, including the ZDSO, which conflict with the Development Agreement Ordinance shall not apply to the Property unless the same are adopted in accordance with Article V of this Development Agreement or unless Owner and any Developer(s) consent to such enactment, change or amendment.

The parties specifically acknowledge that this Agreement shall not prohibit the application of any present standard codes or future codes in compliance with Section 6-31-160 of the Act, or any tax or fee of general application throughout Beaufort County. No future development and/or aid to construction, impact fees or special assessments shall apply to the Property without the consent of Owner.

**X. ~~XII.~~ INFRASTRUCTURE AND SERVICES.**

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

**Private Roads.**

Except for those rights-of-way to be dedicated to Beaufort County as provided [herein in this Agreement](#), any roads proposed to be constructed within the Property shall be constructed by Owner, and maintained by it, or dedicated for maintenance to other appropriate entities. Except for those rights-of-way to be dedicated to Beaufort County as provided [herein in this Agreement](#), Beaufort County shall not be responsible for the

construction or maintenance of any roads within the Property, unless Beaufort County specifically agrees to ~~such~~do so in the future.

**B.** ~~**B. Public Roads.**~~

- (i) The Property shall be served by direct access to U.S. Highway 278 and S.C. Highway 46 as shown on the Development Plan. ~~Except as otherwise contained herein, Owner shall not be responsible for construction of, or payment for any construction or improvements to public roads.~~
- (ii) The location of public access points to the Property, median cuts in the right-of-way, and signage shall be as set forth in the Development Plan.

**C.** ~~**C. Potable Water.**~~ Potable water shall be supplied to the Property by Jasper/Beaufort Water and Sewer Authority (“BJWSA”). Owner, to the extent necessary and not currently existing, shall construct or cause to be constructed all necessary water service infrastructure within the Property, which shall be owned and maintained by Owner or BJWSA. Owner shall be responsible for all financial arrangements with BJWSA with respect to the cost of construction, ownership and maintenance of all potable water and potable water utility infrastructure on the Property. An intent to serve letter from BJWSA is attached hereto as **Exhibit “F”** and made a part hereof.

**D.** ~~**D. Sewage Treatment and Disposal.**~~ Sewage treatment and disposal shall be provided by BJWSA. Owner, to the extent necessary and not currently existing, shall construct or cause to be constructed all necessary sanitary sewer service infrastructure within the Property, which shall be owned and maintained by Owner or BJWSA. Owner shall be responsible for all financial arrangements with BJWSA with respect to the cost of construction, ownership and maintenance of all sanitary sewer discharge and sanitary sewer utility infrastructure on the Property. An intent to serve letter from BJWSA is attached hereto as **Exhibit “F”** and made a part hereof.

**E.** ~~**E. Stormwater Treatment and Disposal.**~~ Stormwater treatment and disposal shall be in accordance with the ZDSO.

**F.** ~~**F. Other Services / Future Agreements.**~~ Development within the Property shall be served and entitled to any and all Beaufort County services, such as fire protection and police protection, provided to other property within Beaufort County, with the understanding that the Property, except as otherwise herein provided, shall be subject to all Beaufort County taxes of universal application, as well as any special service district taxes which may apply to all other existing properties and development within the area, such as Fire District millage rates. Normal service shall be considered vested as a matter of right within this Property, on the same basis as all other property in Beaufort County.

~~XIII. XIV.~~

**XI. SYSTEM IMPROVEMENTS, CONVEYANCES, CREDITS AND CONTRIBUTIONS.**

The following items are hereby agreed upon by the parties to be provided:

**A. Rights-of-Way and Easement.**

(i) **Southern Connector Road.** Owner shall transfer to Beaufort County that certain parcel of real property shown and depicted as the “Southern Connector Road” on the Development Plan, which may be combined with other real property obtained by Beaufort County for the construction of a public right-of-way providing access to and through the Property from the west as generally depicted in the Development Plan. The parties acknowledge and agree that for the sole purpose of valuation of credits against Development Fees as described in this Article XI and for no other purpose, the value of the Southern Connector Road, standing alone and not as part of the entire Property, shall be at Owner’s option, either:

(a) one hundred percent (100%) of the most recent assessed value for such land, as shown in the County Assessor’s records, or

(b) the fair market value of the land established by a private appraiser acceptable to the County in an appraisal paid for by the Owner.

~~Owner shall transfer to Beaufort County that certain approximate [redacted] acre portion of real property shown and depicted as the “Southern Connector Road” on the Development Plan, which may be combined with other real property obtained by Beaufort County for the construction of a public right-of-way providing access to and through the Property from the west as generally depicted in the Development Plan. The parties acknowledge and agree that for the sole purpose of calculation of credits against Development Fees as described in this Article XI and for no other purpose, the value of the Southern Connector Road, standing alone and not as part of the entire Property, shall be deemed to be [redacted] Hundred Thousand and 00/100 Dollars (\$ [redacted]) per acre (the “Southern Connector Road Land Value”) (or a total of \$ [redacted]).~~ Together with credits for other system improvements,

Owner and Developer(s) shall be entitled to credits for any and all Development Fees ~~described herein~~ which may become payable with respect to the Property up to the total amount of the Southern Connector Road Land Value. Beaufort County agrees that it shall use best efforts to obtain property for and complete the construction of the portions of the right-of-way not located on this Property which connect to the Southern Connector Road to the west. The conveyance

document which conveys title to the Southern Connector Road shall be subject to a restrictive covenant that prohibits the use by Beaufort County of the Southern Connector Road for any use other than for a right-of-way for vehicular and pedestrian traffic and/or utility services and infrastructure.

(ii) **Sheridan Park and U.S. Highway 278 Interconnectivity and Access.** Owner shall transfer to Beaufort County that certain ~~approximate~~ ~~acre~~ ~~portion~~ parcel of real property shown and depicted on the Development Plan as the “Sheridan Park/U.S. 278 Connector Road”, which may be combined with other real property obtained by Beaufort County for the construction of a connector road right-of-way with the Sheridan Park commercial center to the west of the Property, and to provide access to U.S. Highway 278, each as generally depicted in Development Plan. The parties acknowledge and agree that for the sole purpose of ~~calculation~~ valuation of credits against Development Fees as described in this Article XI and for no other purpose, the value of the Sheridan Park/U.S. 278 Connector Road, standing alone and not as part of the entire Property, shall be ~~deemed to be~~ ~~Hundred Thousand and 00/100 Dollars (\$ )~~ ~~per acre (the “Sheridan Park/U.S. 278 Connector Road Value”)~~ ~~(or a total of \$ )~~. ~~Owner and Developer(s) shall be entitled to credits for any and all Development Fees described herein which may become payable with respect to the Property up to the total amount of the Sheridan Park/U.S. 278 Connector Road Value. Beaufort County agrees that it shall use best efforts to obtain property for and complete construction of portions of the right of way not located on the Property which connect to the Sheridan Park/U.S. 278 Connector Road to the west. The conveyance of the document which conveys title to the Sheridan Park/U.S. 278 Connector Road shall be subject to a covenant that prohibits the use of the Sheridan Park/U.S. 278 Connector Road for any use other than for a right of way.~~ at Owner’s option, either:

(iii) ~~**Icon/Monument Sign.** Owner shall convey to Beaufort County an easement for use, access, maintenance and repair of the Icon/Monument Sign described in Article XI C as generally depicted in the Development Plan.~~

(a) one hundred percent (100%) of the most recent assessed value for such land, as shown in the County Assessor's records, or

(b) the fair market value of the land established by a private appraiser acceptable to the County in an appraisal paid for by the Owner.

Together with credits for other system improvements, Owner and Developer(s) shall be entitled to credits for any and all Development Fees which may become payable with respect to the Property up to the total amount of the Sheridan Park/U.S. 278 Connector Road Value. Beaufort County agrees that it shall use best efforts to obtain property for and complete construction of portions of the right-of-way not located on the Property which connect to the Sheridan Park/U.S. 278 Connector Road to the west. The conveyance of the document which conveys title to the Sheridan Park/U.S. 278 Connector Road shall be subject to a restrictive covenant that prohibits the use of the Sheridan Park/U.S. 278 Connector Road for any use other than for a right-of-way.

(iii) ~~(iv) Conveyance.~~ Conveyances. The portions of the Southern Connector Road and the Sheridan Park/U.S. 278 Connector Road located on the Property (collectively sometimes referred to herein as the "Road Rights-of-Way") shall be conveyed to Beaufort County by fee simple title and shall be subject to all matters of record and the restrictive covenants described herein on or after the date on which the adoption of the Development Plan and this Development Agreement become final and unappealable (or if appealed such appeal has been resolved in a manner satisfactory to Owner in its sole discretion).

**B. ~~Traffic~~ Road Facilities Improvements – Design and Construction.**

(i) **Roads.** Owner agrees to construct or pay the cost to construct the road infrastructure upon the Road Rights-of-Way (the "Road Rights-of-Way Construction") to County road construction standards, such Road Rights-of-Way ~~being~~ shown and depicted on the Development Plan. Owner and Developer(s) shall also be entitled to credits against Development Fees based on the cost of the design, engineering and construction of the Road Rights-of-Way. The ~~total cost for this road and road infrastructure construction the purpose of this Agreement is~~ \_\_\_\_\_ (\$ \_\_\_\_\_) value of the



credit for the Road Rights-of-Way Construction shall be equal to the cost based on complete engineering drawings, specifications, and actual construction costs or estimates submitted by Owner to the County. In the event the information submitted is deemed by the County to be inaccurate or unreliable, the County may prepare and provide to Owner alternative engineering or construction cost estimates. If the alternative engineering or construction cost estimates submitted by the County are deemed by Owner to be inaccurate or unreliable, a third party engineer, acceptable in the reasonable discretion of both the County and Owner, shall be hired at Owner's and County's shared expense to develop alternative engineering or construction cost estimates (the "Road Rights-of-Way Construction Value"). Owner and Developer(s) shall be entitled to credits against Development Fees based on the Road Rights-of-Way Construction, which may be payable with respect to the Property up to the total amount of the Road Rights-of-Way Construction Value.

- (ii) **S.C. Highway 46 Intersection.** The Development Plan contemplates improvements to S.C. Highway 46, including construction of a fully signalized intersection. The ~~cost of the engineering, design and construction for the purposes of this Agreement is~~ [REDACTED] ~~(\$ [REDACTED])~~ value of the credit for the construction of road improvements to the S.C. Highway 46 Intersection shall be equal to the cost based on complete engineering drawings, specifications, and actual construction costs or estimates submitted by Owner to the County. In the event the information submitted is deemed by the County to be inaccurate or unreliable, the County may prepare and provide to Owner alternative engineering or construction cost estimates. If the alternative engineering or construction cost estimates submitted by the County are deemed by Owner to be inaccurate or unreliable, a third party engineer, acceptable in the reasonable discretion of both the County and Owner, shall be hired at Owner's and County's shared expense to develop alternative engineering or construction cost estimates (the "S.C. Highway 46 Intersection Improvement Value"). Owner and Developer(s) shall be entitled to credits against Development Fees based on the cost of the design, engineering and construction of the S.C. Highway 46 Intersection, which may be payable with

respect to the Property up to the total amount of the S.C. Highway 46 Intersection Improvement Value.

- (iii) **S.C. Highway 46 and U.S. 278 Intersection Improvements.** The Development Plan contemplates improvements to the S.C. Highway 46 and U.S. 278 intersection, including modifying signalization and construction of dedicated turn lanes. ~~The cost of the engineering, design and construction for the purposes of this Agreement is \_\_\_\_\_ (\$ \_\_\_\_\_)~~ value of the credit for the construction of the S.C. Highway 46 and U.S. 278 intersection improvements shall be equal to the cost based on complete engineering drawings, specifications, and actual construction costs or estimates submitted by Owner to the County. In the event the information submitted is deemed by the County to be inaccurate or unreliable, the County may prepare and provide to Owner alternative engineering or construction cost estimates. If the alternative engineering or construction cost estimates submitted by the County are deemed by Owner to be inaccurate or unreliable, a third party engineer, acceptable in the reasonable discretion of both the County and Owner, shall be hired at Owner's and County's shared expense to develop alternative engineering or construction cost estimates (the "S.C. Highway 46/U.S. 278 Intersection ~~Improvement Value~~"). ~~The parties acknowledge and agree that for the sole purpose of calculating credits against Development Fees described in this Article XI, and for no other purpose, the S.C. Highway 46/U.S. 278 Intersection Improvement Value shall be deemed to be \$ \_\_\_\_\_ (\$ \_\_\_\_\_)~~ Improvements Value). Owner and Developer(s) shall be entitled to credits for any and all Development Fees ~~described herein~~ which may become payable with respect to the Property up to the total amount of the S.C. Highway 46/Highway 278 Intersection ~~Improvement~~Improvements Value.

- C. **Public/Private Signage.** Owner shall construct a monument sign feature for Beaufort County and/or the Town of Bluffton ~~and upon~~ the Property described as Icon/Monument Sign as shown in the plan attached hereto as **Exhibit "G"** and made a part hereof (the "Icon/Monument Sign Plan"). The Icon/Monument Sign Plan has been approved in conjunction with the approval of the Sign Master Plan and this Development Agreement. ~~Easements for the use, access, maintenance and repair of the Icon/Monument Sign shall be conveyed to Beaufort County (or some other governmental~~

organization) (the “Icon/Monument Sign Easement”). The parties acknowledge and agree that for the sole purpose of calculating credits against Development Fees described in this Article XI and for no other purpose, the value of the Icon/Monument Sign Easement shall be deemed to be \_\_\_\_\_ (\$ \_\_\_\_\_) (the “Icon/Monument Sign Easement Value”). Owner and Developer(s) shall be entitled to credits against Development Fees based on the cost of the design, engineering and construction of the Icon/Monument Sign Easement, which may be payable with respect to the Property up to the total amount of the Icon/Monument Sign Easement Value. The signage allowed to Owner on the Icon/Monument Sign shall be allocated from and reduce the maximum freestanding sign area on the freestanding project signs for the Development.

**D.** Brownfield Voluntary Cleanup Exemption. The County agrees that upon the issuance of the DHEC Certificate of Completion for the Brownfield Voluntary Cleanup Program, it shall authorize and approve by resolution the exemption of the Property from ad valorem taxes for the period of time described in accordance with Section 12-37-220 (44) of the South Carolina Code of Laws. The dollar amount of the exemption shall be equal to the actual cost of the Brownfield Voluntary Cleanup Program, which cost shall include but not be limited to Owner’s legal, engineering and environmental consultants’ costs and fees, as well as the actual cost of construction, remediation and testing required to obtain the DHEC Certificate of Completion.

**D.** No Other Requirement.

Except with respect to the dedications and/or conveyances of the properties referred to in this Article XI , no other dedications or conveyances of lands for public facilities shall be required in connection with the Development of the Property.

**E.** Development Fees.

(i) Beaufort County acknowledges that in partial consideration of the conveyance of the ~~Road~~ Rights-of-Way and the cost of the Road ~~Rights-of-Way Construction thereon as contemplated herein~~ Facilities Improvements thereon as described in Article XI A and XI B herein (collectively herein the “System Improvements”) and notwithstanding any provision to the contrary contained within this Agreement, Owner shall receive a credit with a value of \$ \_\_\_\_\_ against the cost

of any and all Development Fees up to the total value of the System Improvements.

- (ii) Beaufort County or other governing body shall not be precluded by this Agreement from charging fees for delivery of services to citizens or residents (i.e., an EMS response fee or the like), nor from charging fees statutorily authorized in the future (i.e., a real estate transfer fee or the like) which are not collected as a prerequisite to approval of a plat, plan or construction permit and not otherwise contemplated hereunder.
- (iii) The Development Fees are vested for the entire Property and no other Development Fee or obligation regarding Development is imposed in connection with the Property.

## **XII. PERMITTING PROCEDURES.**

- A.** Beaufort County agrees that Owner shall have the unlimited right to phase the development of the Property in accordance with the Development Schedule.
- B.** Beaufort County agrees to use its best efforts to review in an expeditious manner all land use changes, land development applications, plats and subdivisions in accordance with applicable ordinances as modified by this Agreement for the Development of the Property. Owner may submit these items for concurrent review with Beaufort County and other governmental authorities. If the off-site USACE permits for interconnecting roads are not in place prior to DRT final approval, then Owner may proceed with on-site construction of the Bluffton Gateway Commercial Center and provide a cash bond to insure construction of the Road Rights-of-Way once the USACE permits are obtained.
- C.** Signage for the Property shall be governed by a Sign Master Plan, which depicts two (2) monument signs at the signalized access points to the Property from S.C. Highway 46 and the access to U.S. Highway 278, respectively. Beaufort County acknowledges and agrees that Owner shall be permitted to construct up to four (4) monument signs, each at a maximum of 80 square feet, in accordance with Section 106-3173 of the ZDSO (subject to a pro rata reduction of sign area to be included on the Icon/Monument Sign), at the locations shown on the Sign Master Plan with size, color, design and architectural elements which are depicted in the Sign Master Plan attached hereto as **Exhibit “C”** and made a part hereof.
- D.** Beaufort County agrees that the Property is approved and fully vested for intensity, commercial density, Development Fees, uses and height, setbacks, parking and signage and shall not have any obligations for on or off site transportation or other facilities or improvements other than as specifically provided in Article XI of this Agreement, but shall adhere to the Development Plan and the Sign Master Plan. Beaufort County shall not impose additional development obligations or regulations in connection with the ownership or development of the Property, except in accordance with the procedures and provisions of § 6-31-80 (B) of the Act, which Owner shall have the right to challenge.

### XIII. OWNER ENTITLEMENTS.

Beaufort County acknowledges that Owner is vested with the following items:

- A. Setbacks and Buffers.** Beaufort County agrees that the Property is vested and that the lot lines (which may be modified in accordance with Article VII A hereof), dimensions and location of setbacks and buffers shown and described in the Development Plan, as amended from time to time in accordance with this Agreement, are approved.
- B. Access.** Beaufort County hereby approves the location of traffic signals, and curb and median cuts for access to the Property as shown in the Development Plan, subject to SCDOT permitting and approval, if any.
- C. U.S. 278 and S.C. Highway 46 Buffer.** As depicted in the Development Plan, the fifty foot (50') buffer described and required by the ZDSO shall be modified to allow landscaping in a twenty-five foot (25') portion of the buffer in certain areas. Owner shall be authorized to and shall landscape and maintain the twenty-five foot (25') area between U.S. Highway 278, the S.C. Highway 46 Right-of-Way and the balance of the buffer. The intent being that the first twenty-five feet (25') of the fifty foot (50') buffer shall be landscaped and maintained. The second twenty-five foot (25') portion of the buffer shall be left as a buffer as described and contemplated in the ZDSO. The combined fifty foot (50') area shall have a natural buffer of twenty-five feet (25') and a landscaped lawn and planting area integrated with the architectural icon signage area of twenty-five feet (25') in width. Furthermore, and as depicted in the Development Plan, the buffer and setback along the southern boundary of the Property may be reduced to ~~a minimum of ten~~zero feet (~~100~~0') ~~because of~~in areas where the existence of ~~a drainage ditch.~~The drainage ditches or issues relating to the powerline utility infrastructure and access make the requirement of a buffer impractical. In such areas, the screening fence described in and shown in the Development Plan ~~shall~~may be required.
- D. Signage.** Owner shall be entitled to all signage depicted and described in the Sign Master Plan.
- E. Voluntary Brownfield Cleanup Exemption.** ~~The County agrees that upon the issuance of the DHEC Certificate of Completion for the voluntary Brownfield Cleanup, it shall issue a resolution approving the exemption of the Property from ad valorem taxes for the~~

~~period of time described in accordance with Section 12-37-220 (44) of the South Carolina Code of Laws.~~

- E.** ~~**F.**~~ **Danger Tree Fall Area.** Beaufort County acknowledges and agrees that any Development within the Powerline Easement Area shall be subject to restrictions on landscaping, which shall prohibit installation, planting or the existence of trees or structures that exceed certain height limitations imposed by applicable utility companies and agencies with jurisdiction over the Powerline Easement Area.
- E.** ~~**G.**~~ **Other Services.** Beaufort County services, including, but not limited to, police, fire, and other governmental services shall be supplied to the Property in the same manner and to the same extent as provided to other properties within Beaufort County. In the event Owner requires enhanced services beyond that which is routinely provided within Beaufort County, then Beaufort County agrees that upon the written request of Owner, it shall negotiate in good faith with Owner to provide such enhanced services to the Property.
- G.** ~~**H.**~~ **Recycling.** Owner agrees to use its best efforts to require its tenants, purchasers, Developers or secondary Developers to maintain a recycling program on the Property consistent with Beaufort County law and fees regarding recycling. Solid waste collection shall be provided to the Property on the same basis as is provided to other residents and businesses within Beaufort County.
- H.** ~~**I.**~~ **Lawful Employment.** Owner and Beaufort County recognize the importance of having legal workers only performing construction and other work on the Property. Owner agrees to comply with current Beaufort County and State laws and use its best reasonable efforts to require all of its contractors and subcontractors to comply with the same.

#### **XIV. DEFAULTS.**

The failure of Owner or Beaufort County to comply with the terms of this Agreement shall constitute a default, entitling the non-defaulting party to pursue such remedies as deemed appropriate, including specific performance and the termination of this Development Agreement in accordance with the Act; provided however no termination of this Development Agreement may be declared by Beaufort County absent affording Owner and any applicable Developer the notice, hearing and opportunity to cure in accordance with the Act; and provided further that nothing herein shall be deemed or construed to preclude Beaufort County or its designee from issuing stop work orders or voiding permits issued for

Development when such Development contravenes the provisions of the Development Agreement Ordinance or the ZDSO. Owner, or its designee, shall meet with Beaufort County, or its designee, at least once per year, at a time reasonably agreeable to the parties, during the Term of this Agreement to review development completed in the prior year and the development anticipated to be commenced or completed in the ensuing year. Owner, or its designee, shall be required to provide such information as may reasonably be requested, to include, but not be limited to, commercial square footage completed, and any relevant information regarding the Development. This compliance review shall be in addition to, and not in lieu of, any other reporting or filing required by this Agreement, if any. If, as a result of a compliance review, Beaufort County determines that Owner has committed a material breach of the terms of this Development Agreement, Beaufort County shall serve such party in writing notice of such breach pursuant to the procedures set forth in Section 6-31-90 (B) of the Act, affording the breaching party the opportunity to respond as set forth in Section 6-31-90 (C) of said Act.

**XV. MODIFICATION OF AGREEMENT.**

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

**XVI. NOTICES.**

Any notice, demand, request, consent, approval or communication which a signatory party is required to or may give to another signatory party hereunder shall be in writing and shall be delivered or addressed to the other at the address below set forth or to such other address as such party may from time to time direct by written notice given in the manner herein prescribed, and such notice or communication shall be deemed to have been given or made when communicated by personal delivery or by independent courier service or by facsimile or if by mail on the tenth (10th) business day after the deposit thereof in the United States Mail, postage prepaid, registered or certified, addressed as hereinafter provided. All notices, demands, requests, consents, approvals or communications shall be addressed as follows:

To Beaufort County:                      Office of Beaufort County Administrator  
    100 Ribaut Road  
    Room 156  
    Beaufort, SC 29902



With Copy To:

Joshua A. Gruber, Esquire  
Beaufort County Legal Department  
P.O. Box 1228  
Beaufort, SC 29901-1228

And to Owner: Jaz 278, LLC  
c/o Jaz Management, LLC  
4060 Peachtree Road, D-287  
Atlanta, GA 30319

With Copy To: Walter J. Nester, III  
McNair Law Firm, P.A.  
23-B Shelter Cove Lane, Suite 400  
Hilton Head Island, SC 29928

## **XVII. ENFORCEMENT.**

Any party hereto shall have the right to enforce the terms, provisions and conditions of the Agreement by any remedies available at law or in equity, including specific performance, and the right to recover reasonable, actual attorney's fees and costs associated with said enforcement.

## **XVIII. GENERAL.**

### **Subsequent Laws.**

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

### **Estoppel Certificate.**

Beaufort County and Owner may, at any time, and from time to time, deliver written notice to the other applicable party requesting such party to certify in writing:

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

**Entire Agreement.**

This Agreement sets forth, and incorporates by reference all of the agreements, conditions and understandings among Beaufort County and Owner relative to the Property and its Development and there are no promises, agreements, conditions or understandings, oral or written, expressed or implied, among these parties relative to the matters addressed herein other than as set forth or as referred to herein.

**No Partnership or Joint Venture.**

Nothing in this Agreement shall be deemed to create a partnership or joint venture between Beaufort County and Owner or to render such party liable in any manner for the debts or obligations of another party.

**Exhibits.**

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

**Construction.**

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

**G. Successors and Assigns.**

- (i) **Binding Effect.** This Agreement shall be binding upon Owner’s successors and assigns in the ownership or Development of any portion of the Property. Except for Owner’s continuing obligation as specifically stated in Article XVIII G (ii) (1) and G (iii) below, a purchaser or a party acquiring title to any portion of the Property or a party to whom Owner assigns Development Rights with respect to any portion of the Property (herein collectively referred to as a “Transferee”) shall, during the Term of this Agreement, be solely responsible for the performance of Owner’s obligations under this Development Agreement applicable to the portion of the Property transferred, or for which Development Rights are transferred. Each Transferee shall be required to execute a written acknowledgement assuming Owner’s obligations under this Agreement, which are directly applicable to such portion of the Property. Such acknowledgment shall be in the form provided in **Exhibit “H”** attached hereto and made a part hereof (the “Notice of Transfer”), and provided to Beaufort County at the time of recording any instrument transferring title, and development rights, of the Property or any portion of the Property. This Section shall not be construed to prevent Owner from obtaining indemnification of liability to Beaufort County from Transferees. Except as specifically set forth in Article XVIII G (ii)(1) and G (iii) below, upon transfer to a Transferee, Owner shall be released of all obligations assumed by such Transferee.
- (ii) **Transfer of all of the Property.** Owner shall be entitled to transfer the Parent Parcel (i.e. all of the Property save and except the ~~rights-of-way depicted in the Development Plan~~Road Rights-of-Way, the “Parent Parcel” ) to a Transferee subject to the following requirements:
- (1) **Owner Obligations.** Notwithstanding Owner’s right to transfer title and development rights provided in this Article XVIII G (ii) (1), Owner shall remain obligated to construct the ~~rights-of-way~~road facilities upon and convey to Beaufort County the ~~rights~~Road Rights-of-wayWay contemplated in Article XI of this Agreement. If such construction and conveyance has not occurred prior to the time of transfer of the Parent Parcel then, in such event, Owner may satisfy its obligations with respect to Owner Obligations by providing, or causing to be provided, a letter of credit, bond or other commercially acceptable form of security in an amount equal to 125% of the estimated cost for completion of such installation and/or construction.

(2) **Notification to County.** When Owner transfers the Parent Parcel to a Transferee, Owner shall be responsible for delivering, or causing to be delivered, to Beaufort County the Notice of Transfer together with the name, address, telephone number, facsimile number, and contact person for the Transferee.

(3) **Assignment of Development Rights.** Any and all conveyances of the Parent Parcel to a Transferee shall be by a recordable instrument with a covenant running with the land expressly stating the precise number of commercial square footage being assigned to the Transferee.

(iii) **Transfer of any Portion of the Property.** Owner shall have the right and the obligation to transfer the rights-of-way in accordance with Article XI hereof. Owner shall also have the right to transfer any portion of the Property to a Transferee in accordance with the requirements for transfer described for Article XVIII G (ii); provided however, upon any such transfer of a portion of the Property Owner shall (i) continue to be liable for Owner's Obligations so long as Owner owns the Parent Parcel, (ii) delivers, or causes to be delivered, to County a Notice of Transfer together with the name, address, telephone number, facsimile number, and contact person for the Transferee, and (iii) the transfer to a Transferee shall be by a recordable instrument with a covenant running with the land expressly stating the precise number of commercial square footage of density being assigned to the Transferee, which assigned number shall reduce Owner's number of commercial square footage of density provided for herein.

(iv) **Mortgage Lenders.** Notwithstanding anything to the contrary contained herein, the requirements to transfer contained in Article XVIII G. concerning successors and assigns shall apply: (i) to any mortgage lender upon acquiring title to the Property or any portion thereof, either as a result of foreclosure of mortgage secured by any portion of the Property or to any other transfer in lieu of foreclosure; (ii) to any third-party purchaser at such foreclosure; or (iii) to any third-party purchaser of such mortgage lender's interest subsequent to the mortgage lender's acquiring ownership of any portion of the Property. Nothing contained herein shall prevent, hinder, or delay any transfer of any portion of the Property to any such mortgage lender or subsequent purchaser.

**Assignment.**

Subject to the notification provisions hereof, Owner may assign its rights and responsibilities hereunder to subsequent land owners and Developers.

**Governing Law.**

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

**Counterparts.**

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

**Agreement to Cooperate.**

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

**Eminent Domain.**

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

**No Third Party Beneficiaries.**

The provisions of this Agreement may be enforced only by Beaufort County, Owner, Developers and Lessees. No other persons shall have any rights hereunder.

**Attorneys' Fees and Costs.**

Each party to this Agreement agrees to pay their own fees and costs incurred by them.

**XIX. STATEMENT OF REQUIRED PROVISIONS.**

**Specific Statements.**

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

- (i) **Legal Description of Property and Legal and Equitable Owners.** The legal description of the Property is set forth in Exhibit “A” attached hereto and made a part hereof. The present legal owner of the Property is Georgia McCulloch and PAHH Development, LLC.
- (ii) **Duration of Agreement.** The duration of this Agreement is five (5) years unless extended pursuant to Article III hereof.
- (iii) **Permitted Uses, Densities, Building Heights and Intensities.** A complete listing and description of permitted uses, population densities, building intensities and heights, as well as other development-related standards, are contained in the Development Agreement Ordinance.
- (iv) **Required Public Facilities.** The utility service available to the Property is described in Article X. The mandatory procedures of the Development Agreement Ordinance will ensure availability of public access and utilities to serve the Property.
- (v) **Dedication of Land and Provisions to Protect Environmentally Sensitive Areas.** The Development Agreement Ordinance contains provisions for the protection of environmentally sensitive areas. All relevant State and Federal laws shall be complied with, except as otherwise set forth herein and in the Development Plan.
- (vi) **Local Development Permits.** The Development standards for the Property shall be as set forth in the Development Agreement Ordinance. Specific permits must be obtained prior to commencing Development, consistent with the standards set forth in the Development Agreement Ordinance. Building Permits must be obtained under applicable law for any construction, and appropriate permits must be obtained from the State of South Carolina (OCRM) and the USACE, when applicable, prior to any impact upon freshwater wetlands. It is specifically understood that the failure of this Agreement to address a particular permit, condition, term or restriction does not relieve Owner, its successors and assigns, of the necessity of complying with the law governing the permitting requirements, conditions, terms or restrictions, unless otherwise provided in the Development Agreement Ordinance.

- (vii) **Comprehensive Plan and Development Agreement.** The Development permitted and proposed under the Development Agreement Ordinance, is consistent with the Comprehensive Plan and with current land use regulations of Beaufort County, South Carolina.
  
- (viii) **Terms for Public Health, Safety and Welfare.** The Council for Beaufort County finds that all issues relating to public health, safety and welfare have been adequately considered and appropriately dealt with under the terms of the Development Agreement Ordinance and existing laws.
  
- (ix) **Historical Structures.** No historical structures or features are present on the Property and therefore no specific terms relating to historical structures are pertinent to this Development Agreement.

~~[This page left intentionally blank.]~~ [Signatures on following pages](#)



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

**WITNESSES:**

**OWNER:**

**Jaz 278, LLC**

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
By: Jaz Management, LLC  
Its: Manager

\_\_\_\_\_  
By: ~~David Oliver~~  
Its:

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

**ACKNOWLEDGMENT**

I HEREBY CERTIFY, that on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned Notary Public of the State and County stated below, personally appeared \_\_\_\_\_ 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 the capacity indicated.

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: \_\_\_\_\_

(Affix Notary Seal)

**WITNESSES:**

**BEAUFORT COUNTY, SOUTH CAROLINA**

\_\_\_\_\_  
\_\_\_\_\_

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

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

**ACKNOWLEDGMENT**

**I HEREBY CERTIFY**, that on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, the undersigned Notary Public of the State and County aforesaid, personally appeared \_\_\_\_\_, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within document, as the appropriate official of Beaufort County, South Carolina, 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: \_\_\_\_\_

(Affix Notary Seal)

## EXHIBIT "A"

### **Property Description**

ALL that certain piece, parcel or tract of land, situate, lying and being in Bluffton Township, Beaufort County, South Carolina, containing 56.407 acres, more or less, as shown on a survey entitled "Boundary Survey prepared for JAZ Development, LLC, U.S. Hwy 278 and S.C. Hwy 46" dated August 14, 2012, last revised November 20, 2012, prepared by Andrews & Burgess Inc., bearing the seal and certification of Gary Blair Burgess, SCPLS # 15229, recorded in the Beaufort County Records in Plat Book \_\_\_\_\_ at Page \_\_\_\_\_, more particularly described as follows:

Commencing at a 3"x3" concrete monument found near the intersection of the southern right of way of Fording Island Road (U.S. Hwy 278) (R/W varies) and the western right of way of Bluffton Road (S.C. Hwy 46) (R/W varies). Thence S 22°50'20" E a distance of 60.98 feet to an iron pin set. Thence S 04°32'32" W a distance of 80.26 feet to an iron pin set. Thence S 09°48'01" W a distance of 115.26 feet to an iron pin set. Thence S 09°04'47" W a distance of 33.39 feet to an iron pin set. Thence S 09°04'47" W a distance of 186.98 feet to an iron pin set. Thence S 10°27'49" W a distance of 275.00 feet to an iron pin set. Thence S 07°36'05" W a distance of 200.25 feet to an iron pin set. Thence S 10°27'49" W a distance of 183.90 feet to an iron pin set. Thence N 54°19'53" W a distance of 437.94 feet to an iron pin set. Thence S 35°27'44" W a distance of 401.63 feet to an iron pin found. Thence S 54°34'34" E a distance of 603.91 feet to an iron pin set. Thence S 15°47'18" W a distance of 64.75 feet to an iron pin set. Thence N 78°37'41" a distance of 218.41 feet to an iron pin set. Thence S 54°34'34" E a distance of 122.68 feet to an iron pipe found. Thence N 78°54'34" W a distance of 644.15 feet to a concrete monument found. Thence S 10°43'33" W a distance of 105.10 feet to an iron pin found. Thence N 80°43'05" W a distance of 864.03 feet to an iron pin set. Thence N 10°53'44" E a distance of 1,640.67 feet to a concrete monument found. Thence S 75°43'07" E a distance of 367.43 feet to a concrete monument found. Thence S 75°42'58" E a distance of 403.34 feet to a concrete monument found. Thence N 11°36'22" E a distance of 804.68 feet to a concrete monument found. Thence S 42°59'43" E a distance of 322.98 feet to a concrete monument found. Thence S 37°19'02" E a distance of 56.29 feet to a concrete monument found. Thence S 37°20'26" E a distance of 44.21 feet to a concrete monument found. Thence S 43°02'22" E a distance of 341.20 feet to a concrete monument found being the point of curvature of a tangent curve. Turning to the right, having a radius of 2,864.64 feet a delta angle of 3°45'40" and a chord

length of 188.01 feet bearing S 41°09'01" E. Thence proceed along the arc of said curve 188.05 feet to a 3"x3" concrete monument found. Said point being the point of beginning.

LESS AND EXCEPT that portion of property shown on the above referenced survey as South Carolina Public Service Authority rights-of-way containing 4.958 acres, more or less, further described as follows:

ALL that certain piece, parcel or tract of land, situate, lying and being in Bluffton Township, Beaufort County, South Carolina, containing 3.48 acres, more or less, as shown on a Plat entitled "Plat Showing Property to be acquired by the South Carolina Ports Authority from Malcolm Johnson" dated January 19, 1970, prepared by Davis & Floyd Engrs. Inc., bearing the seal and certification of Phil R. Floyd, SCRLS # 1573, recorded in the Beaufort County Records in Plat Book 18 at Page 73.

AND ALL that certain piece, parcel or tract of land, situate, lying and being in Bluffton Township, Beaufort County, South Carolina, shown as Parcel A on a Plat entitled "South Carolina Electric & Gas Co. for Hardeeville – Bluffton 115 K.V. Line Property in Beaufort County about to be conveyed from Malcolm Johnson to the South Carolina State Ports Authority" dated June 1976, last revised August 10, 1976, prepared by and bearing the seal and certification of Edward F. Owens, SCRLS # 2211, recorded in the Beaufort County Records in Plat Book 25 at Page 75.

ALL that certain piece, parcel or tract of land, situate, lying and being in Bluffton Township, Beaufort County, South Carolina, containing 4.829 acres, more or less, as shown on a survey entitled "Boundary Survey prepared for JAZ Development, LLC, U.S. Hwy 278 and S.C. Hwy 46" dated August 14, 2012, last revised November 20, 2012, prepared by Andrews & Burgess Inc., bearing the seal and certification of Gary Blair Burgess, SCPLS # 15229, recorded in the Beaufort County Records in Plat Book \_\_\_\_\_ at Page \_\_\_\_\_, more particularly described as follows:

Commencing at a 3"x3" concrete monument found near the intersection of the southern right of way of Fording Island Road (U.S. Hwy 278) (R/W varies) and the western right of way of Bluffton Road (S.C. Hwy 46) (R/W varies). Thence S 22°50'20" E a distance of 60.98 feet to an iron pin set. Thence S 04°32'32" W a distance of 80.26 feet to an iron pin set. Thence S 09°48'01" W a distance of 115.26 feet to an iron pin set. Thence S 09°04'47" W a distance of 33.39 feet to an pin set. Thence S 09°04'47" W a distance of 186.98 feet to an iron pin set.

Thence S 10°27'49" W a distance of 275.00 feet to an iron pin set. Thence S 07°36'05" W a distance of 200.25 feet to an iron pin set. Thence S 10°27'49" W a distance of 183.90 feet to an iron pin set. Said point being the point of beginning. Thence S 10°27'49" W a distance of 58.99 feet to an iron pin set being the point of curvature of a tangent curve. Turning to the right, having a radius of 3,769.72 feet a delta angle of 5°19'29" and a chord length of 350.21 feet bearing S 13°07'34" W. Thence proceed along the arc of said curve 350.33 feet to an iron pin set. Thence S 15°47'18" W a distance of 23.64 feet to a point. Thence N 54°34'34" W a distance of 603.91 feet to an iron pin found. Thence N 53°27'44" E a distance of 401.63 feet to an iron pin found. Thence S 54°19'53" E a distance of 437.94 feet to the point of beginning.

LESS AND EXCEPT all of that certain parcel of land containing 0.175 acre, more or less, as conveyed to South Carolina Department of Transportation by deed of PAHH Development, LLC, dated September 18, 2008 and recorded October 16, 2008 in Book 2775 at Page 223, Beaufort County Records.

**EXHIBIT "B"**

**Development Plan**

**EXHIBIT "C"**

**Sign Master Plan**

**EXHIBIT "D"**

**Zoning And Development Standards Ordinance of Beaufort County  
Adopted April 26, 1999**



**EXHIBIT "E"**

**Development Schedule**

Development of the Property is expected to occur in Phases over the five (5) year term of the Development Agreement, with the sequence and timing of development activity to be dictated largely by market conditions. The following estimate of expected activity is hereby included, to be updated by Owner as the development evolves over the term:

<u>Type of Development</u>	<u>Date of Commencement / Completion</u>
Phase I	0 - 15 months
Phase II	16 - 24 months
Phase III	25 - 36 months
Phase IV	37 - 48 months

As stated in Article VI of the Development Agreement, actual development may occur more or less rapidly based on market conditions and other factors.

**EXHIBIT "F"**

**BJWSA Intent to Serve Letter**

**EXHIBIT "G"**

**Icon/Monument Sign Plan**

**EXHIBIT "H"**

STATE OF SOUTH CAROLINA	)	NOTICE OF TRANSFER AND
	)	PARTIAL ASSIGNMENT AND ASSUMPTION
	)	OF RIGHTS AND OBLIGATIONS UNDER
COUNTY OF BEAUFORT	)	DEVELOPMENT AGREEMENT

**THIS NOTICE OF TRANSFER AND PARTIAL ASSIGNMENT AND ASSUMPTION OF RIGHTS AND OBLIGATIONS UNDER DEVELOPMENT AGREEMENT** (“Partial Assignment” is dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Jaz 278, LLC, a Georgia limited liability company authorized to conduct business in South Carolina (“Assignor”), and \_\_\_\_\_, a \_\_\_\_\_ (“Assignee”).

**WITNESSETH:**

**WHEREAS**, on or about the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, Assignor entered into a Development Agreement (“Development Agreement”) with Beaufort County, South Carolina, incident to the development of certain real property known as the Bluffton Gateway Commercial Center, which Development Agreement, as amended, controls the Property (as defined herein); and

**WHEREAS**, Assignor entered into an Agreement For Purchase And Sale (“Agreement”) with Assignee dated \_\_\_\_\_, 20\_\_ providing for the sale by Assignor and the purchase by Assignee of certain real property being more particularly described on **Exhibit “A”** attached hereto and made a part hereof (the “Property”); and

**WHEREAS**, an integral part of the conveyance of the Property by Assignor to Assignee, it is the desire and intention of Assignor to assign to Assignee, and it is the desire and intention of Assignee to assume, certain rights, privileges, and obligations under the terms of the Development Agreement applicable to the Property, thus necessitating the preparation and execution of this Partial Assignment.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and adequacy whereof is herewith acknowledged, parties hereby agree as follows, to writ:

1. Partial Assignment and Assumption of Rights, Privileges and Obligations Applicable to the Property Pursuant to The Development Agreement. Assignor does hereby transfer, assign, convey and deliver unto Assignee, its successors and assigns, such rights for the land uses on the Property that are defined in the Development Agreement (the “Assigned Land Use”). Assignee shall be entitled to all of the privileges and obligations as described in the Development Agreement applicable for the Assigned Land Use to the Property except for those certain excluded obligations, rights and privileges (“**Excluded Obligations**”) identified herein below, if any. Assignor is hereby released from and Assignee hereby assumes and agrees to perform all of Assignor’s rights, privileges and obligations as described in the

Development Agreement applicable to the Assigned Land Use for the Property, except for the Excluded Obligations, if any. Assignee acknowledges receipt of the Development Agreement and all Exhibits thereto and with respect to the Assigned Land Use and the Property agrees to be bound by the terms thereof, and to develop the Property in accordance with such terms. The rights and obligations hereby assigned and assumed shall be covenants running with the land, binding upon the parties hereto and their successors and assigns.

2. **Option A - Alternate for Sale of Parent Parcel:** Excluded Obligations, Rights and Privileges (Sale of Parent Parcel). The following are hereby excluded from Assignor's assignment and Assignee's assumption herein:

- a. the terms of Article XVIII G concerning the construction and dedication of Road Rights-of-Way;

2. **Option B - Alternate for Sale of Portion of Property.** Excluded Obligations, Rights and Privileges. The following are hereby excluded from Assignor's assignment and Assignee's assumption herein:

- a. the terms of Article XVIII G concerning the construction and dedication of Road Rights-of-Way;

3. Estoppel Certificate. Pursuant to Article XVIII of the Development Agreement, Assignor hereby certifies the following, to wit:

- a. that the Development Agreement, as amended, is in full force and effect;
- b. that the Development Agreement has not been further amended or modified (or if it has the date of such amendment or modification);
- c. that to the best knowledge of Assignor, all parties to the Development Agreement are in full compliance with all obligations there under as of the date hereof; and
- d. that to the best knowledge of Assignor, no event has occurred or failed to occur which, with the passage of time or the giving of notice, or both, would constitute an event of default under the terms of the Development Agreement.

4. Notices. Any notice, demand, request, consent, approval, or communication among any of the parties hereto or Beaufort County shall be in writing and shall be delivered as provided under Article XVI of the Development Agreement and shall be addressed as follows:

To Assignor: Jaz 278, LLC  
c/o David Oliver, President  
4060 Peachtree Road, D-287  
Atlanta, GA 30319

With a Required Copy To: Walter J. Nester, III  
McNair Law Firm, P.A.  
23-B Shelter Cove Lane, Suite 400  
Hilton Head Island, SC 29928

And to Assignee: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

With a Required Copy To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. Delivery. Assignor covenants and agrees to deliver a copy of this Partial Assignment to Beaufort County and cause the original to be recorded on the land records.

6. Binding Effect. This Partial Assignment shall inure to the benefit of and be binding upon the respective parties hereto, their successors and assigns.

7. Governing Law. The within Partial Assumption shall be interpreted and constructed and conform to the laws of the state of South Carolina.

*[Reminder of page left intentionally blank.]*

IN WITNESS WHEREOF, the parties have caused this Partial Assignment to be duly executed as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**WITNESSES:**

**ASSIGNOR:**

Jaz 278, LLC  
a Georgia limited liability company authorized to  
conduct  
business in South Carolina ,and its successors and

assigns

\_\_\_\_\_  
\_\_\_\_\_

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

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

**ACKNOWLEDGMENT**

I, the undersigned Notary Public for \_\_\_\_\_, do hereby certify that \_\_\_\_\_, as \_\_\_\_\_ of Jaz 278, LLC, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

(Affix Notary Seal)

**WITNESSES:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ASSIGNEE:**

\_\_\_\_\_

By:  
Its:

\_\_\_\_\_

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

**ACKNOWLEDGMENT**

I, the undersigned Notary Public for \_\_\_\_\_, do hereby certify that \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

(Affix Notary Seal)



Document comparison by Workshare Professional on Friday, October 04, 2013  
12:45:28 PM

Input:	
Document 1 ID	PowerDocs://HILTONHEAD/789999/7
Description	HILTONHEAD-#789999-v7-Jaz_Development,_LLC_-_Bluffton_Gateway_Commercial_Development_Agreement_w/Beaufort_County
Document 2 ID	PowerDocs://HILTONHEAD/789999/8
Description	HILTONHEAD-#789999-v8-Jaz_Development,_LLC_-_Bluffton_Gateway_Commercial_Development_Agreement_w/Beaufort_County
Rendering set	Standard

Legend:	
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<del>Deletion</del>	
<del>Moved from</del>	
<a href="#">Moved to</a>	
Style change	
Format change	
<del>Moved deletion</del>	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	121
Deletions	93
Moved from	12
Moved to	12
Style change	0
Format changed	0
Total changes	238

## DIVISION 2. - STREET STANDARDS

Sec. 106-2796. - Access.

Sec. 106-2797. - Street design standards.

Secs. 106-2798—106-2825. - Reserved.

### Sec. 106-2796. - Access.

(a) *Access to county, state and federal thoroughfares.* In subdivisions access to county, state, and federal thoroughfares shall be provided as follows:

(1) Street, driveway, or other access separation along county, state and federal highways shall be in accordance with the SCDOT, "Access and Roadside Management Standards," and county-approved access management plans. In no event, however, shall individual driveways and nonresidential curb cuts be permitted at spacing less than follows:

a. Major arterial road (divided four-lane): 1,500 feet.

b. Arterial road (two-lane): 800 feet.

c. Collector road and all others: 400 feet.

(2) Where existing conditions warrant, individual driveways and nonresidential curb cut spacing described in ~~article XIII, division 2, section 106-2796~~ subsection (a)(1) may be varied by the Beaufort County Traffic Engineer to provide essential site access where supported by an approved traffic impact analysis.

(3) If a road can be provided for lots (parcels), they shall be required, rather than permitting the stripping of lots (parcels) along the road frontage with individual and direct access to the roadway. The rural subdivision (subdivision II of division 4 of article XII of this chapter) is specifically designed to eliminate stripping of lots. If a property cannot be provided access through adjoining properties, a temporary access may be permitted as provided in subsection (b) of this section.

(4) Where a new internal road cannot be provided due to the depth and/or configuration of a parcel, lots (parcels) created along public road rights-of-way shall utilize shared access drives to meet the separation standards in subsection (1).

(5) Where lots (parcels) within a major subdivision are created along unpaved public road rights-of-way, the developer shall be required to either pave the portion of the road that fronts the lots per county standards or provide in escrow to the county an amount equal to the paving of that portion of the road.

## **DIVISION 3. - TYPES OF SUBDIVISIONS**

Sec. 106-2536. - Scope.  
Sec. 106-2537. - Major subdivision.  
Sec. 106-2538. - Minor subdivision.  
Sec. 106-2539. - Rural small lot subdivision.  
Sec. 106-2540. – Commercial subdivision.  
Secs. 106-2541 - 106-2565. - Reserved.

### **Sec. 106-2536. - Scope.**

There are four types of subdivisions permitted under this chapter: major, minor, ~~and rural~~ small lot, and commercial. Refer to article III of this chapter regarding review procedures for ~~major or minor~~ subdivisions.

*(Ord. No. 99-12, § 1 (div. 13.200), 4-26-1999)*

### **Sec. 106-2537. - Major subdivision.**

Major subdivisions are land developments that include subdividing any tract or parcel of land into five or more lots. Refer to section 106-18 for a detailed explanation of major subdivision. Major subdivisions shall comply with this article and article XIII and other applicable sections of this chapter. Administration for major subdivisions begins with the ZDA and receives final approval by the DRT. Refer to articles II and III of this chapter for review responsibility and procedures for major subdivisions.

*(Ord. No. 99-12, § 1 (13.210), 4-26-1999)*

### **Sec. 106-2538. - Minor subdivision.**

Minor subdivisions are land developments that include subdividing any tract or parcel of land into four or less lots. Refer to section 106-1 for a detailed explanation of minor subdivisions. Minor subdivisions shall comply with this article XII and article XIII and other applicable sections of this chapter. Administration for minor subdivisions begins and ends with the ZDA, who retains final approval authority for them. Refer to articles II and III of this chapter for review responsibility and procedures for minor subdivisions. Refer to section 106-7 for exemption options for certain types of subdivisions.

*(Ord. No. 99-12, § 1 (13.220), 4-26-1999)*

### **Sec. 106-2539. - Rural small lot subdivision.**

(a) The rural small lot subdivision is designed to allow owners of small rural lots greater flexibility to subdivide land that would normally be restricted with the application of the rural

density as prescribed in table 106-1526. The rural small lot subdivision allows a designated number of "by-right lots" to be subdivided from a parent parcel with the rural density as prescribed in table 106-1526 applying to the remainder of the parent parcel. The number of by-right lots that can be subdivided from a parent parcel are limited by the following geographic restrictions:

(1) Port Royal Island. For land zoned rural on Port Royal Island outside of the airport overlay district, parcels of record are permitted to have two by-right subdivided lots, after which the base underlying density prescribed in Table 106-1526 shall apply to the remainder of the parent parcel pursuant to the requirements of this section.

(2) Sheldon Township. For land zoned rural located north of the Whale Branch and Coosaw Rivers parcels of record are permitted to have three by-right subdivided lots, after which the base underlying density prescribed in table 106-1526 shall apply to the remainder of the parent parcel pursuant to the requirements of this section.

(3) St. Helena Island. For land zoned rural located on St. Helena Island east of Chowan Creek and the Beaufort River and south of Morgan River, parcels of record are permitted to have three by-right subdivided lots, after which the base underlying density prescribed in table 106-1526 shall apply to the remainder of the parent parcel pursuant to the requirements of this section.

(4) Applicability. The small lot rural subdivision option does not apply to rural and rural residential properties located south and west of the Broad River, on Lady's Island, and in the airport overlay district for MCAS Beaufort.

(b) Use of the small lot rural subdivision option is limited to parcels of record at July 1, 2010, and cannot be transferred to any other parcel. The requirements in subdivision II of division 4 of this chapter must be met for a development to qualify as a rural small lot subdivision. Administration for rural small lot subdivisions begins and ends with the ZDA who retains final approval authority for them. Refer to articles II and III of this chapter for review responsibility and procedures for rural small lot subdivisions.

*(Ord. No. 99-12, § 1 (13.230), 4-26-1999; Ord. No. 2010/25, 10-11-2010 )*

#### **Sec. 106-2540. – Commercial Subdivision.**

(a) Commercial subdivisions are land developments that include master planning and subdividing into two or more lots any tract or parcel of land located in commercial regional, commercial suburban, research and development, light industry, and industrial park districts. ~~The~~ These subdivisions are limited to commercial and/or industrial uses only. This type of subdivision shall be based on ~~includes all of the following:~~

(1) Separate ownership of lots, coupled with undivided interest in common property;

(2) Restrictive land use covenants or easements that govern use of both the common

area and separate ownership interests; and

- (3) Management of common property and enforcement of restrictions by a property owners' association.

(b) A master development plan for the commercial subdivision, which shall ~~comply with the ZDSO and be approved~~ show buildout of the project, including proposed lots and outparcels, shall be submitted for Conceptual Development Plan review and approval by the DRT. The master development plan shall be accompanied by a traffic impact analysis (TIA) and include a master signage plan depicting signage to be used by the owners of lots in the commercial subdivision.

(bc) Commercial subdivisions shall be subject to restrictive land use covenants or easements, which provide for the installation, maintenance, and shared use of infrastructure and common areas among the lots depicted in a commercial subdivision master development plan. Such restrictive covenants or easements shall provide for shared access, ingress, egress, parking, common area ownership and maintenance, utility and stormwater infrastructure, signage in accordance with the master signage plan and landscaping among the lots in the commercial subdivision. Said restrictive land use covenants or easements ~~shall provide that any and all amendments thereto~~ shall comply with the ZDSO and shall be recorded ~~on the land records prior to the recording of any~~ concurrent with the sale or transfer of any lot within the commercial subdivision ~~plat. Once the,~~

(d) Except for outparcels, unless such outparcels are shown and included in the master development plan ~~is approved in accordance with this article, the~~ for the commercial subdivision of individual lots ~~in the commercial subdivision shall be exempt from the ZDSO~~ within a commercial subdivision are exempt from the open space and density, lot and building intensity, and bufferyard and landscaping standards of Article VI; the site capacity and resource protection standards in Article VII, except for tree protection and removal; and parking standards in Article XIII. The intent being that the commercial development will meet these standards as a whole during review of the master development plan, and that subsequent to subdivision, the lots depicted in the master development plan for a commercial subdivision shall be used and shall operate together as a single master planned development. ~~(e) Administration of subdivisions of land Where applicable; however, individual lots within a commercial subdivision with a development plan approved in accordance with this article, begins and ends with the ZDA who retains final approval authority, shall meet the Corridor Overlay District Guidelines in Appendix B, except that perimeter buffer requirements (See Appendix B, Sec. 5.A.2.d) shall not apply between individual lots in the commercial subdivision.~~

(e) Amendments to the commercial subdivision, including but not limited to the size, dimension and number of lots depicted therein, shall be approved by the DRT.

(f) The original developer of a commercial subdivision may or may not actually develop the entire project to completion. As an exception to the subdivision process outlined in this Chapter,

the developer of a commercial subdivision may sell or transfer ownership of lots with the commercial subdivision in accordance with the following procedures and provisions:

(1) Prior to the sale or transfer of lots, the developer shall build any necessary off-site improvements for the development, including those identified in the traffic impact analysis (TIA), water/sewer extensions to the site, etc., or the developer may elect to provide surety in the amount of 125% of the cost estimates for such improvements in accordance with Article XIII, Division 7 (Performance Guarantees).

(2) Property covenants and restrictions (see subsection (c) above), must accompany the sale or transfer of any lot with the commercial subdivision restricting the new owner to the development shown on the approved master development plan.

(3) The developer shall submit to the ZDA a sworn affidavit from the prospective purchaser of a lot wherein the purchaser waives his or her right to the guarantee of the installation of required improvements afforded through this Chapter for the subdivision of land, and further states that he or she understands that a final development plan application must be submitted and approved, and a development permit issued by the County in accordance with the procedures in Article III (Administrative Procedures) prior to commencement of any development on the lot;

~~(d) Amendments to the commercial subdivision development plan, including but not limited to the size, dimension and number of lots depicted therein, shall be approved by the DRT.~~  
4) The developer shall submit a plan for certification for recording to the ZDA and subsequently record such plat prior to sale or transfer of any lot in the commercial subdivision.

*(Ord. No. 99-12, § 1 (13.230), 4-26-1999; Ord. No. 2010/25, 10-11-2010)*

**Secs. 106-2541—106-2565. - Reserved.**

(1) Wall sign. The maximum sign area shall be the lesser of 15 percent of the area of the wall or 80 square feet. The area of letters only signs shall be computed as the area of an imaginary rectangle enclosing the lettering.

(2) Projecting sign. One projecting sign per business frontage perpendicular to the wall of a building and consisting of an area not exceeding 32 square feet. Signs attached perpendicular to the wall of a building shall not extend outward from the wall more than 8½ feet.

(3) Ground sign (freestanding). One per each highway frontage, not exceeding ten feet in overall height, 15 feet in width, with a maximum allowable area of 80 square feet.

(b) On-premises signs shall be erected so as not to obstruct or impair driver vision at business or other use's ingress-egress points and intersections.

(c) When necessary to facilitate traffic movement, such on-premises signs stating "enter," "exit," "drive-in," "service entrance," "no parking," etc., without any other advertising words or phrases, may be installed without a permit fee after proper notification to the inspection department. The maximum area of each sign shall not exceed six square feet.

(Ord. No. 99-12, § 1 (16.220), 4-26-1999)

**Sec. 106-3173. - Shopping centers, commercial subdivisions or multiple-tenant buildings.**

(a) *Identification sign.* Shopping centers, commercial subdivisions, malls and multiple-tenant buildings may erect either one 80-square-foot freestanding ground sign, which may be used as an identification sign, directory listing, or combination thereof, on each street or highway frontage except where the frontage exceeds 500 feet. An additional sign may be allowed provided it does not exceed 80 square feet in area, and the total area of all freestanding signs do not exceed the maximum allowable area as specified in subsection (b) of this section.

(b) *Total maximum allowable area.* The total maximum allowable area shall be as follows:

(1) For shopping centers, commercial subdivisions, and/or multiple-tenant buildings fronting on one street or highway, the maximum total freestanding area is 160 square feet.

(2) For shopping centers, commercial subdivisions, and/or multiple-tenant buildings fronting on two streets or highways, the maximum total freestanding area is 240 square feet.

(3) Individual businesses within a shopping center, commercial subdivisions, and/or multiple-tenant ~~building~~buildings may erect wall and/or projecting signs consistent with section 106-~~3172~~3172.

(4) Individual businesses within a complex and individual lots within a commercial subdivision (excluding outparcels) shall not be allowed to have separate freestanding signs.

(Ord. No. 99-12, § 1 (16.230), 4-26-1999)

### **Sec. 106-3174. - Off-premises signs.**

(a) *Generally.* Standards for off-premises signs are as follows:

(1) Except for commercial subdivisions, subject to the provisions of section 106-3173, and except as provided for in subsections (a)(7) and (8) of this section, all commercial, off-premises signs are banned in the areas of the ~~County~~county to which this chapter applies.

(2) Noncommercial, off-premises signs shall be limited to the location and design standards set forth in this section; provided, however, that noncommercial off-premises signs and noncommercial on-premises signs may be placed on any premises where on the placement of commercial on-premises signs is allowed, and such noncommercial off-premises signs and noncommercial on-premises signs shall be subject to the size standards set forth in section 106-3173

(3) Subject to subsections (a)(1) and (2) of this section, the following shall apply to all noncommercial off-premises signs:

a. Off-premises signs may be located only within 600 feet of a commercial business or industrial operation measured from the centerline of the commercial or industrial structure and only on the same side of the highway as the commercial use.

b. Commercial business or industrial operation does not include the following:

1. Such activities not visible from the main-traveled thoroughfare;
2. Transient or temporary activities;
3. Outdoor advertising structures;
4. Agricultural, forestry, ranching, grazing or farming activities;



**DRAFT OF 8-7-2013**

**STATE OF SOUTH CAROLINA            )**  
**)**                   **PEPPER HALL**  
**COUNTY OF BEAUFORT                )**                   **DEVELOPMENT AGREEMENT**

This Development Agreement ("Agreement") is made and entered this \_\_\_\_\_ day of August, 2013 by and between Robert L. Graves, John Tamplet Graves, Sr. and Paul B. Graves, Sr. (Owner/Developer), and the governmental authority of Beaufort County, South Carolina ("County").

**WHEREAS**, the legislature of the State of South Carolina has enacted 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; and

**WHEREAS**, the Act recognizes that "The lack of certainty in the approval of development can result in a waste of economic and land resources, can discourage sound capital improvement planning and financing, can cause the cost of housing and development to escalate, and can discourage commitment to comprehensive planning." [Section 6-31-10 (B)(1)]; and

**WHEREAS**, the Act also states: "Development agreements will encourage the vesting of property rights by protecting such rights from the effect of subsequently enacted local legislation or from the effects of changing policies and procedures of local government agencies which may conflict with any term or provision of the Development Agreement or in any way hinder, restrict, or prevent the development of the project. Development Agreements will provide a reasonable certainty as to the lawful requirements that must be met in protecting vested property rights, while maintaining the authority and duty of government to enforce laws and regulations which promote

the public safety, health, and general welfare of the citizens of our State." [Section 6-31-10 (B)(6)]; and,

**WHEREAS**, the Act further authorizes local governments, including county governments, to enter Development Agreements with Owner/Developers to accomplish these and other goals as set forth in Section 6-31-10 of the Act; and,

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

**WHEREAS**, Owner/Developer is the Owner/Developer of several tracts of land containing a total of approximately One Hundred Forty-Two (142) acres of highland and marsh areas adjacent to the Okatie River ("Property") located in Bluffton Township, Beaufort County, South Carolina, and as more particular described on Exhibit "A" attached hereto; and,

**WHEREAS**, Owner/Developer proposes to develop a mixed use community with regional and neighborhood commercial uses, medical facilities and residential areas and recreational opportunities on the Property; and

**WHEREAS**, Owner/Developer has prepared a Conceptual Plan (Exhibit "B" attached) for the Property and seeks to establish a prototype development that works toward the common goals of restoring the health of the Okatie River, balance environmental preservation with property rights and provides private sector solutions for environmentally responsive development.

**WHEREAS**, the County finds that the proposal for this property is consistent with the County's Comprehensive Plan, will further the health, safety, welfare and economic well-being of the County, and presents an unprecedented opportunity to secure quality planning and growth in an environmentally sensitive manner; and

**WHEREAS**, the County of Beaufort desires to protect the important natural environment of the area, while encouraging quality growth and economic opportunity for its citizens, and to do so in a manner which avoids adverse financial impact upon the County or its citizens; and,

**WHEREAS**, this Development Agreement is being made and entered between Owner/Developer and County, under the terms of the Act, for the purpose of providing assurances to Owner/Developer that it may proceed with the development of the Property in accordance with a Conceptual Plan under the terms hereof, as hereinafter defined, without encountering future changes of law which would materially affect the ability to develop or the cost of future development under the plan, and for the purpose of providing important protections to the natural environment and the financial stability of the County of Beaufort.

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

**I. INCORPORATION.**

The above recitals are hereby incorporated into this Agreement.

## **II. DEFINITIONS.**

As used herein, the following terms mean:

“Owner/Developer” means Robert L. Graves, John Tamplet Graves, Jr. and Paul B. Graves, Sr., individual residents of Beaufort and Charleston County, South Carolina.

Development Agreement

"Property" means that certain tract of land described on Exhibit A.

“Conceptual Plan” means the layout and development scheme contemplated for the Property, attached as Exhibit B, and as may be modified per the terms of this Agreement.

“Zoning Regulations" means the Zoning and Development Standards Ordinance (ZDSO) of Beaufort County, in effect at the time of the execution of this Agreement, as amended by this agreement by the Development Requirements set forth in Section V. As between the Zoning Regulations and the Development Requirements, the Development Requirements shall control. (a copy of the Beaufort County ZDSO is attached as Exhibit C)

"Secondary Owner/Developer" means any and all successors in title to Owner/Developer who or which undertake or cause to be undertaken vertical or horizontal construction on the Property. Should either Owner/Developer or Purchaser undertake or cause to be undertaken vertical construction on the Property, they shall also be deemed a Secondary Owner/Developer.

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

“Development” means the land distCommercial Regionalce of portions of the Property and/or vertical or horizontal construction of improvements thereon as contemplated by the Zoning Regulations.

“Development Rights” mean Development undertaken in accordance with the Zoning Regulations and this Development Agreement.

**III. TERM.**

The term of this Agreement shall commence on the date this Agreement is executed by the County, and terminate five (5) years thereafter; provided however, the term of this Agreement may be extended for six (6) successive five (5) year terms absent a material breach of any terms of this Agreement by Owner/Developer during the Term or any renewal Term, as applicable.

**IV. DEVELOPMENT REQUIREMENTS AND DEVELOPMENT OF THE PROPERTY.**

**A. ZSDO Applicability.** The Property shall be developed in accordance with the Zoning and Development Standards Ordinance (ZSDO) of Beaufort County, this Agreement, and the following Development Requirements:

**B. Permitted Uses.** Permitted uses on the Property include residential dwellings and accessory uses thereto, recreational uses such as parks, water-related amenities and the like, and commercial, office, medical and residential uses as shown and depicted on the Concept Plan that is attached as Exhibit B. No more than 480 dwellings units or the maximum number allowed under specific development provisions of the ZSDO, and no more than Seven Hundred Thousand (700,000) square feet of commercial square footage on the entire Property consisting of One Hundred Fourteen (114) acres..

Such Seven Hundred Thousand (700,000) square feet of Commercial- square footage allowed on the One Hundred Fourteen (114) acres shall be allocated as follows:

1. Forty-Five (45) acres allocated to the Commercial Regional zoning district-----586,099.8
2. Sixty-Eight (68) acres allocated to the Suburban zoning district-----113,900.2/so/ft. The specific location of such commercial square footage shall be allocated at the time of development planning per standards of the ZDSO and as amended per this development agreement.

Owner/Developer herewith agrees to undertake a good faith and considerate effort to utilize a portion of the Commercial Regional zoning district and Suburban zoning district square footage in buildings having two or more floors as mixed-use areas in an effort to reduce the amount of “impervious surface area” upon the Property and to consider design standards, elements and uses found in the provisions of “Traditional Neighborhood Developments” (“TND”), “Commercial-Suburban” zoning areas and “Mixed-Use” (“Mixed-Use”) developments in specific articles of the ZDSO. Further, in an effort to reduce the amount of “impervious surface area” building height may be increased to 60 feet upon the property.

Total Residential Development allotted to the Property designated as Commercial Regional zoning district (approximately 45 acres) shall be determined by using a conversion ratio of One (1) dwelling unit per 864 square feet of commercial area square footage when part of a Unified Development Plan.

The balance of the property comprised of approximately Sixty-Eight (68) acres depicted on the Conceptual Development Plan shall be designated as a Suburban zoning district and may contain both residential and non-residential uses in accordance with applicable standards of the Zoning Regulations identified herein and 28 acres of property which shall remain zoned as Rural and shall have no changes to permitted density, uses or other development standards. For purposes of further

reducing impervious surfaces, using infrastructure resources responsibly and promoting the creation of complete and compact communities unused commercial square footage may be converted into single family attached and detached units at a conversion ratio of One (1) dwelling unit per 2400 square feet of commercial area square footage, In order to encourage a unified approach to site development, and to reduce impervious surfaces in Article XI of the ZDSO may be applied for the entire Property or any portion thereof when proposed as part of a Unified Development Plan or other such standards provided in future amendments to the Beaufort County Zoning and Development Standards Ordinance.

Notwithstanding anything herein set forth to the contrary, or as may be currently set forth in the ZDSO, Owner/Developer and County herewith understand, acknowledge and agree that the following additional, specific land uses (and associated specific Land Use Standards) be permitted in the Commercial Regional Zoning District under the provisions of the ZDSO shall be permitted uses within the 45 acre Commercial Regional Zoning District:

#### RESIDENTIAL USES

Apartments Buildings (Commercial Apartments, Multiplexes, Mansion Apartment Houses)

Live/work dwellings

Institutional Residential (Per ZDSO 106-1098)

**Traditional Neighborhood Development**

#### NON RESIDENTIAL/COMMERCIAL USES

Educational Facilities

Colleges and professional schools

Charter Schools (public or private)

Parochial Schools

Lodging

Bed & Breakfast

Commercial Lodging (Hotel, Motel, Inn)  
Resort

Specific Commercial and Retail Uses

Hardware Stores  
Food & Beverage Stores  
Boutiques (clothing, accessory, furniture, household items)  
Gift Shops  
Antique Shops  
Liquor Stores  
Bookstores  
Drugstores/Pharmacy  
Garden Centers  
Variety Stores  
Outfitters Shop & Boater's Supply Store  
Animal/Pet Supply  
Office Supply

Specific Conditions:

No single building larger than 75,000 sf (building footprint)  
Grocery Stores – up to 55,000 sf (building footprint)  
All other retail – up to 35,000 sf (building footprint)

Restaurants

Sit Down/Fine Dining Restaurant  
Cafes and outdoor dining  
Quick Service and Drive-through Restaurants  
Specific Conditions: No restaurant larger than 10,000 sf

Office Uses (including corporate headquarter facilities) to include

Corporate Headquarters/R&D Campus  
Finance, banks, trusts, savings and lending (NAICS 521, 522, 525)  
Security, commodity brokers and investment services (NAICS 523)  
Insurance carriers, agents, brokers, and services (NAICS 524)  
Real estate services (NAICS 531)  
Professional and technical services (NAICS 5411—5419)  
Business services (NAICS 55, 5611—5616, 5619, 8139)  
Health services (NAICS 621)  
Social services (NAICS 624) (except care facilities)  
Educational services, such as business schools (NAICS 6114), technological, and trade schools (excluding public and private schools defined as institutional) (NAICS 6115)  
Civic and social organizations (NAICS 8132—8134)  
Agricultural support and services (offices only) (NAICS 115)



Governmental offices (NAICS 92 excluding public service)  
Parking lots (NAICS 81293)  
Contractor's office without exterior storage (NAICS 233)  
Service Uses to include  
Educational services (NAICS 611 except 611512, 61162)  
Social assistance (NAICS 624)  
Hospitals and medical laboratories (NAICS 339116, 62151, 62211, 62221, 62231), including general medical and surgical hospitals, and specialty hospitals, except alcoholism, drug, rehabilitation.  
Kennel service and domestic veterinary clinics (NAICS 11521)  
Postal service buildings, except regional distribution centers, couriers and messengers (NAICS 491, 492)  
Miscellaneous repair services and shops (NAICS 44311, 8112, 8113, 8114)  
Health and exercise clubs; dance studios (NAICS 71394)  
Parking lots (NAICS 81293)  
Funeral homes (NAICS 81221)  
Laundry services (NAICS 8123)  
Personal services (NAICS 8121, 8129, except body branding, body piercing and tattoo facilities.)  
Transit and ground passenger transportation (NAICS 485).  
Specific conditions: May be oriented and accessed from internal streets in addition to Collectors, Major Collectors and Arterials

VEHICLE SALES, RENTALS AND SERVICE, GAS CONVENIENCE MARTS  
Boutique automobile dealerships (i.e. Electric Vehicles, Golf Carts, Specialty cars)  
Car Rental facility  
Quick service oil, tuneup, brake and muffler shops  
General auto repair and gasoline service stations with repair bays or facilities  
Gas-convenience marts with no repair bays or facilities  
Mixed use Developments per BCZDSO Sec. 106-1293 (SEE NOTE RE: Traditional Neighborhood Development)  
Boat sales and service – See Outfitters Shop  
Specific conditions: limited to Shopfront building type. All storage indoors in rear yard of building lot. No more than 10 vehicles stored on site at any time.

#### RECREATION & AMUSEMENT

Commercial amusement, indoor  
Commercial amusement, outdoor (limited to amphitheater, use of existing arena)  
Indoor recreation  
Outdoor recreation  
Ecotourism  
Miniature golf course  
Recreational equipment rental

## ASSEMBLY/INDUSTRIAL USES

Commercial communication towers

Artisan Assembly/Light industry to include artisan furniture/cabinet assembly, decorative ironwork, boat/canoe craftsman

Hi tech/medical research/other small business Incubator

Environmental Services (composting facility)

## STORAGE

Residential storage facility

C. **Development.** The locations of permitted Commercial Regional zoning and usage districts are shown on the Conceptual Development Plan, and identified by their corresponding Beaufort County Zoning District designations on the Official Zoning Map of Beaufort County attached hereto as Exhibit D and Exhibit E and made a part hereof.

It is acknowledged that the Conceptual Development Plan (Exhibit B) does not represent a specific site development plan for the Property. Owner/Developer may materially deviate from the general orientation shown on the Conceptual Development Plan without the prior consent of County upon condition that such changes are in compliance with the applicable provisions of the Beaufort County Development Standards Ordinance.

All future development proposed as part of a specific development plan for the property must be in strict accordance with all applicable Federal, State and Local standards. Traffic access and management shall meet the established Level of Service (LOS) standards based on the LOS standards and requirements established by Beaufort County at time of development permitting.

Stormwater management shall be subject to the applicable standards of State and Local permitting authorities required at time of development and shall at a minimum meet all State and County criteria for drainage including volume and velocity control, nutrient reduction, satisfy the published criteria for meeting the goals of the Okatie River TMDL as established by SC DHEC and by using soil, storm water, and vegetative best management practices in accordance with approved and available technology.

**D. Multiuse Recreational Plan.** Exhibit B to this Development Agreement reflects along the western border of the Robert L. Graves Property a 17.91 acre a "multiuse recreational trail" or Regional Park ("Regional Park") which may be purchased by Beaufort County that extends along the marshes of the Okatie River adjacent to the Robert L. Graves parcel. Public access to this trail shall be available during the hours when the Park is open. No motor driven vehicles, motor bikes, or other motorized means of conveyance shall be permitted. Water runoff generated from the development of this property shall, pursuant to the best design and storm water management technologies available at the time of development, be retained within the property and directed away from the Okatie River. Such multiuse recreational trail or Regional Park shall be purchased, constructed and maintained by County or such other entity as Owner/Developer and County may mutually designate.

**G. Public Park.** Exhibit B to this Agreement reflects a public park (Public Park) to be purchased by either County or the Beaufort County Open Land Trust ("Land Trust") consisting

of approximately 17.91 acres. The purchase price for such public park shall be established by a current appraisal of such site with the purchase subject to approval by Owner/Developer, County, or Land Trust should Land Trust be the actual purchaser. Such public open space shall contribute toward required open spaces as part of a unified development plan.

County and Owner/Developer herewith acknowledge and reaffirm that all negotiations, valuations discussions or any other matters related to the purchase of such 17.91 acre Regional Park by either the County or the Beaufort Open Land Trust are separate and distinct from the negotiations incident to the negotiation and adoption of this Development Agreement.

County and Owner/Developer herewith acknowledge and agree that portions of such Regional Park may be used and incorporated in the “storm water containment system” cooperatively designed and constructed by County and Owner/Developer which may include ponds, lagoons, berms, underground dispersal systems and such other elements as may be required to effectuate such “storm water containment system”.

**H. Commercial and Residential Property.** Owner/Developer agrees that the Property may contain no more than Seven Hundred Thousand (700,000) square feet of ground floor commercial use area and not more than 480 residential dwelling units.

**I. RESTRICTIVE COVENANTS**

Owner/Developer agrees to encumber the Property with Conditions, Covenants and Restrictions (CC&R) to carry out the provisions of this Development Agreement, which CC&R shall be subject to the reasonable approval of the County, such approval not to be unreasonably withheld.(A proposed draft of the Restrictive Covenants is attached as Exhibit \_\_\_)

**J. CHANGES TO DEVELOPMENT REGULATIONS.**

Unless authorized by the Act or as set forth herein, the Zoning Regulations as applied to the Property shall not be amended or modified during the Term, without the express written consent of the Owner/Developer; provided however, the County may amend the Zoning Regulations as they pertain to procedures for processing land development applications and approvals, approvals of subdivision plats, or the issuance of building permits.

1. CHANGES TO THE ZDSO.

Any amendment or modification to the ZDSO relating to the Property shall not be applicable to the Property without the express written consent of Owner/Developer.

2. TRANSFER OF DEVELOPMENT RIGHTS

The Owner/Developer shall be required to notify Beaufort County, in writing, as and when Development Rights are transferred to any Developer. Such information shall include the identity and address of the acquiring party, a proper contact person, the location and number of acres of the Property for which the transfer applies. Subsequent Developers transferring Development Rights to any other party shall be subject to the same requirement of notification,

and any entity acquiring Development Rights hereunder shall be subject to the requirements of this Agreement.

**VI. EFFECT OF FUTURE LAWS.**

As set forth in paragraph V (J) hereof, it is the intent of the parties that only the Beaufort County Zoning Regulations and any other laws, regulations and ordinances of the County applicable to the development of land in the County be vested for the Term, subject to the provisions of Section V hereof. All other laws, regulations and ordinances of the County, and those as may be enacted in the future, shall be applicable to the Owner/Developer, and his successors and assigns, so long as they do not conflict with the Zoning Regulations or interfere with the ability to utilize and develop the Property in accordance with any then applicable Conceptual Development Plan as shown on Exhibit B and amendments thereto.

It is specifically acknowledged that this Agreement shall not prohibit the application of any current or future building, housing, electrical, plumbing, gas, swimming pool or other standard codes of general application throughout the County, of any tax or fee of general application throughout the County, or of any law or ordinance of general application throughout the County found by the Beaufort County Council to be necessary to protect the health, safety and welfare of the citizens of County. Specifically, the County may apply subsequently enacted laws to the Property in accordance with Section 6-31-80(B) of the Act.

It is specifically acknowledged that nothing in this Agreement shall be deemed to exempt the Property from fees and taxes that may be imposed by governmental entities other than the County. Owner/Developer /Developer shall have vested rights to undertake Development of any

portion or all of the Property in accordance with the ZDSO Ordinance. Future enactments of, or changes or amendments to Beaufort County ordinances, including the ZDSO, which conflict with the Development Agreement Ordinance shall not apply to the Property unless the same are adopted in accordance with Article V of this Development Agreement or unless the Owner/Developer and any Developer(s) consent to such enactment, change or amendment.

Notwithstanding any term or condition herein set forth to the contrary, in the event County adopts a new “Community Development Code” to replace or supplement the existing ZDSO, Owner/Developer, upon mutual agreement with County, may elect to use the all or any applicable provisions of such Form-Based Code for the development of all or any portion of the Property.

## **VII. INFRASTRUCTURE AND SERVICES.**

County and Owner/Developer recognize that services to the Property will be provided by the County and other governmental or quasi-governmental entities. For clarification, the parties make specific note and acknowledge the following:

**A. Private Roads.** All private roads within the Property, excluding the roads to the Public Park, shall be constructed by the Owner/Developer or third party purchasers designated by Owner/Developer, and maintained by it and/or a Commercial/ Home Owner/Developer’ Association. The County shall not be responsible for the construction or maintenance of any private roads within the Property, and the Owner/Developer and/or Commercial/Home Owner/Developer Association shall continue the maintenance until such time as the roads are accepted for maintenance by an appropriate governmental body. The roads will be open to the

public, provided however the Owner/Developer or an empowered Commercial/Home Owner/Developer Association may restrict public access between the hours of 8 pm and 8am daily.

Notwithstanding the provisions hereof, Owner/Developer and County agree to convey to each other cross-easements for scenic view, pedestrian and vehicular ingress and egress over and across the private roadways for access to the 17.91 acre Regional Park together with view, utility installation and maintenance easements and such other use rights as may be reasonably required by either party.

County and Owner/Developer further agree to establish a cost-sharing agreement for the construction and maintenance of those roadways and utility easements that are constructed, maintained and located within the Property that serve the 17.91 acre Public Park adjacent to the Property.

**B. Public Roads.** The major public road that serves the Property is Highway 278 and is under the jurisdiction of the State of South Carolina regarding construction, improvements and maintenance. County shall not be responsible for construction, improvements or maintenance of this or any other public roads which now or hereafter serve the Property. It shall be the responsibility of the Owner/Developer to adhere to applicable state or county requirements regarding ingress and egress to Highway 278 or any other public roads that may serve the Property.

Owner/Developer herewith understands and agrees that all subsequent development upon the Property must meet the vehicular traffic ingress and egress “Level of Service” (“LOS”) requirements at the time of issuance of development permit(s) for the phased development of the Property as may be promulgated or established by the South Carolina Department of Transportation (“SCDOT”) and Beaufort County or such other federal or state governmental



authority having jurisdiction over U. S. Highway 278.

C. **Potable Water.** Potable water will be supplied to the Property by Beaufort/Jasper Water and Sewer Authority (BJWSA) . Owner/Developer will construct or cause to be constructed all necessary water service infrastructure within the Property intended to serve private uses, which will be maintained by them or the Authority or a Commercial/Home Owner/Developer Association. County shall not be responsible for any construction, treatment, maintenance or costs associated with water service intended for private uses on and to the Property other than those utility services required to serve the Regional Park. The Owner/Developer, and its successors and assigns, agree that all Development, with the exception of irrigation, existing wells for livestock and residential use and facilities existing at the date of this Agreement will continue until abandoned or decommissioned by Owner/Developer, as Owner/Developer, in its sole discretion, may deem appropriate. All new construction shall use water and sewer services provided by Beaufort Jasper Water and Sewer Authority. Owner/Developer shall be responsible for all financial arrangements with BJWSA.

D. **Sewage Treatment and Disposal.** Sewage collection, treatment and disposal will be provided by BJWSA. Owner/Developer or BJWSA will construct or cause to be constructed all necessary sewer service infrastructures within the Property, which will be maintained by BJWSA. County shall not be responsible for any construction, treatment, maintenance or costs associated with sewer service to the Property except for facilities intended for public use. The Owner/Developer, and its successors and assigns, agree that all Development, with the exception of facilities existing at the date of this Agreement, will be served by sewer prior to occupancy and

that in the event Owner/Developer elects to demolish or renovate the existing buildings, all sewer disposal shall be through BJWSA. Owner/Developer shall be responsible for financial arrangements with BJWSP.

Owner/Developer further agrees that as water and sewer infrastructure are extended to those areas of the Property upon which there are existing structures Owner/Developer by Owner/Developer currently utilizing septic systems, such existing structures will be retrofitted to connect to the central water and sewer systems.

Notwithstanding the provisions herein set forth, County shall be solely responsible for all costs related to the construction and maintenance of all roadways, paths, docks, piers, interpretive signage, water and sewer services and all other costs directly related to the use and enjoyment of the 17.91 acre Regional Park by the general public.

**E. Drainage System.** All storm water runoff and drainage system improvements within the Property will be designed utilizing best management practices, will be constructed by Owner/Developer, and maintained by Owner/Developer and/or a Commercial/ Home Owner/Developer Association or BJWSA. The County of Beaufort will not be responsible for any construction or maintenance costs associated with the drainage system within the Property except where joint or dual use projects shall occur. Any costs incurred by the County in the review and implementation of the drainage/storm water system shall be paid by the applicant unless otherwise established at time of permitting.

It is the stated goal and objective of Owner/Developer to capture and contain all storm

water runoff within the confines of the Property. County and Owner/Developer herewith agree to work cooperatively to achieve the goal of complete storm water containment upon the Property to ensure that storm water does not reach the adjacent Okatie River.

County herewith agrees to allocate and expend a portion of the “storm water impact fees” and funds from the “storm water utility Fees” generated from the development of the Property and other locations within the County to partially fund as a “shared cost” with Owner/Developer the construction, installation and maintenance of storm water systems and features that are designed and incorporate “green infrastructure technologies” and elements on, under or upon the Property.

County further agrees to designate a portion of the “storm water impact fees” generated from the development of the Property for ongoing water quality monitoring in the Okatie River Headwaters during and after development activities are completed upon the Property.

The Owner/Developer shall be required to abide by all provisions of federal and state laws and regulations, including those established by the Department of Health and Environmental Control, the Office of Ocean and Coastal Resource Management, and their successors, for the handling of storm water.

Owner/Developer and any Secondary Owner/Developers shall adhere to any and all future ordinances or regulations of the County (or portions thereof) governing detention, filtration, and treatment of storm water provided those ordinances and regulations apply County-wide, and are consistent with sound engineering practices. It is specifically agreed however, that any such future ordinances of the County that directly or indirectly affect the setback, buffer or open space requirements permitted pursuant to the Zoning Regulations will not be applicable to the Owner/Developer and any Secondary Owner/Developer within the Property without the

Owner/Developer's or any Secondary Owner/Developer's express written consent thereto.

**F. Solid Waste Collection.** Solid waste collection will be provided by agreements with private companies. Solid waste collection shall be provided to the Property on the same basis as is provided to other residents and businesses within the County.

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

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

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

**J. School Services.** Such services are now provided by the Beaufort County School District and such service shall continue.

**K. Recycling Services.** The County of Beaufort shall not be obligated to provide recycling services to the Property, absent its election to provide such services on a County-wide basis.

Owner/Developer agrees to require its tenants, Purchasers, Developers or secondary Developers to institute or maintain a recycling program on the Property consistent with Beaufort County Ordinances and fees regarding recycling. Solid waste collection shall be provided to the Property on the same basis as is provided to other residents and businesses within the County.

**M. Fire Services.** Fire protection for the Property will be provided by the Bluffton Township Fire Department.

**N. Subsequent Entities or Financing District.** Nothing in this Agreement shall be construed to prevent the establishment by the County, or other governmental entity, or some combination of entities, solely or in conjunction with each other, of a Tax Increment District, FILOT, Multi-County Business Park, or other special tax district or financing vehicle authorized by applicable provisions of the Code of Laws of South Carolina (1976 as amended), so long as such do not operate to increase the ad valorem taxes or assessments against the Property, unless applied to all properties located within the County.

**O. Tree Preservation.** After any harvesting or clearing of pine crop areas which may be allowed under Silva culture, the Owner/Developer will submit a survey or exhibit depicting all trees eight (8) inches diameter breast height (DBH) or greater within proposed development phase areas being submitted for development approval, and twenty-five (25) feet beyond. Hardwood trees in excess of eight (8) inches DBH will be described by their actual location.

Individual trees over 24 inches DBH or specimen trees (live oak, magnolia, dogwood, sycamore, walnut, hickory, pecan, white oak, or southern red oak) over 12 inches DBH that are to be removed shall be replaced with trees having an individual caliper measurement in excess of 2.5 inches DBH. Replacement trees shall meet or exceed the total DBH caliper inches removed. Surveyed preserved trees in excess of 2.5 caliper inches may be counted as replacement or post development trees. Total post development tree coverage shall equal 3 hardwood trees per lot on average throughout the community or 12 hardwoods per acre in the case of non-residential development. Owner/Developer will use its best efforts to preserve specimen trees.

**P. Graves Road Improvements.**

County and Owner/Developer herewith acknowledge that the existing Graves Road adjacent to the Property is a public roadway currently maintained by the County as an unpaved dirt road.

In the event that future improvements are either required or necessitated for the future development of the Property, such improvements or upgrades will be undertaken on a cost-sharing basis between County, Owner/Developer and all other parties who utilize such roadway to access their respective properties.

In the event Owner/Developer elects or is asked by Beaufort County to fund all or any portion of the costs to widen, pave or otherwise improve Graves Road, Owner/Developer shall be entitled to a credit against present or future impact fees at the rate of One Dollars (\$1.00) Dollars credit against such impact fees for each dollar expended for such improvements.

Beaufort County shall be entitled to review and approve all such costs and improvements to Graves Road prior to Owner/Developer undertaking such improvements.

**Q. ZONING & FUTURE LAND USE MAP AMENDMENTS.**

County herewith agrees to promptly amend the existing, Official Zoning and Future Land Use Maps created by the County to correctly reflect the proper zoning and land use designations for the Graves, Faulkner, Harris Teeter/Kroger and other surrounding properties.

**VIII. FEES AND RELATED AGREEMENTS**

The County of Beaufort and Owner/Developer understand and agree that future development of the Property shall impose certain costs to the County. Eventually, property taxes collected from future development upon the Property are expected to meet or exceed

the burdens placed upon the County, but certain initial costs and capital expenditures must be addressed in order to ensure that the present residents of the County are not called upon to pay higher taxes to accommodate the development of the Property. The following items are hereby agreed upon to be provided by Owner/Developer to offset such future costs and expenditures:

**A. Lot Fee for Administrative/Public Services.** In order for the County to meet various expenses and obligations associated directly or indirectly with development of the Property, the parties agree that the various impact fees imposed by Beaufort County on other similar residential or commercial property in place at the time of the execution of this Agreement shall be payable by Owner/Developer as any other Owner/Developer of property would pay.

**B. PERMITTING PROCEDURES.**

1. Beaufort County agrees that the Owner/Developer shall have the unlimited right to phase the development of the Property as Owner/Developer deems appropriate.
2. Beaufort County agrees to use its best efforts to review in an expeditious manner all land use changes, land development applications, and plats in accordance with applicable ordinances as modified by this Agreement for the Property. Owner/Developer may submit these items for concurrent review with Beaufort County and other governmental authorities.

3. Signage for the Property shall be governed by the Beaufort County Sign Ordinance and the provisions of Paragraph VIII C (3) hereof.

4. Beaufort County agrees that the Property is approved and fully vested for intensity, density, Development Fees, uses and height, setbacks and parking and shall not have any obligations for on or off site transportation or other facilities or improvements other than as specifically provided in this Agreement. Beaufort County shall not impose additional development obligations or regulations in connection with the development of the Property, except in accordance with the procedures and provisions of § 6-31-80 (B) of the Act, which the Owner/Developer shall have the right to challenge.

**C. OWNER/DEVELOPER ENTITLEMENTS.**

Beaufort County acknowledges that Owner/Developer is vested with the following

1. Setbacks and Buffers .. Beaufort County agrees that the Property is vested and that the Parcel lot lines, setbacks and buffers shown and described on the Concept Plan, as amended from time to time in accordance with this Agreement.
2. Access. Beaufort County agrees and shall provide a signalized curb and median cut for access to the Property from U.S. Highway 278 as shown the SCDOT plan for Hwy. 278 as dated October 10, 2010 a copy of which is attached hereto as Exhibit “G” .
3. Density. Not to exceed 480 residential dwelling units.



4. Land Uses. As amended per this agreement and permitted in the areas identified as Commercial Regional and Suburban zoning districts

5. Existing Signage/Billboard. Owner/Developer shall be entitled to retain the existing billboard on the Property until Owner/Developer, in its sole discretion, elects to remove, modify or replace such billboard during the term hereof.

**B. Attorneys Fees.** Each party to this Agreement agrees to pay their own fees and costs incurred by them.

**IX. COMPLIANCE REVIEWS.**

Owner/Developer, or its designee, shall meet with the County, or its designee, at least once per year in the month of January during the Term of this Agreement to review development completed in the prior year and the development anticipated to be commenced or completed in the ensuing year. The Owner/Developer, or its designee, shall be required to provide such information as may reasonably be requested, to include but not limited to, commercial square footage, acreage or lots of the Property sold in the prior year, commercial square footage, acreage or lots of the Property under contract, the number of certificates of occupancy anticipated to be issued in the ensuing year. The Owner/Developer, or its designee, shall be required to compile this information for its development and that of Secondary Owner/Developers. Reporting of such information to the County will be made upon such forms as the County and Owner/Developer may agree upon from time to time. This Compliance

Review shall be in addition to, and not in lieu of, any other reporting or filing required by this Agreement.

**X. DEFAULT.**

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

Notwithstanding the foregoing, it is acknowledged by all persons, firms or entities claiming or accorded interests in this Development Agreement that the following events shall constitute an event of default, entitling the County to pursue the termination of this Development Agreement, in accordance with the Act:

1. The failure to timely remit payments required hereunder to the County per the terms of this Development Agreement;
2. If at any time during the Term, prior to the Owner/Developer having fulfilled any of their payment obligations there shall be filed by or against them in any court, pursuant to any state or federal statute, a petition in bankruptcy or insolvency, or for reorganization or appointment of a receiver or trustee of all or part of the assets of the

Owner/Developer, or if it makes an assignment for the benefit of creditors.

**XI. MODIFICATION OF AGREEMENT.**

This Development Agreement may be modified or amended only by the written agreement of the County and the Owner/Developer. No statement, action or agreement hereafter made shall be effective to change, amend, waive, modify, discharge, terminate or effect an abandonment of this Agreement in whole or in part unless such statement, action or agreement is in writing and signed by the party against whom such change, amendment, waiver, modification, discharge, termination or abandonment is sought to be enforced. Any amendment to this Agreement shall comply with the provisions of Section 6-31-10, et seq. Any requirement of this Agreement requiring consent or approval of one of the parties shall not require amendment of this Agreement unless the text expressly requires amendment. Whenever such consent or approval is required, the same shall not unreasonably be withheld.

**XII. NOTICES.**

Any notice, demand, request, consent, approval or communication which a signatory party is required to or may give to another signatory party hereunder shall be in writing and shall be delivered or addressed to the other at the address below set forth or to such other addresses such party may from time to time direct by written notice given in the manner herein prescribed, and such notice or communication shall be deemed to have been given or made when communicated by personal delivery or by independent courier service or by facsimile or if by mail on the fifth (5th) business day after the deposit thereof in the United States Mail, postage prepaid, registered or certified, addressed as hereinafter provided. All notices, demands, requests, consents, approvals or communications to the County shall be addressed to:

The County of Beaufort  
P.O. Box 1228  
Beaufort, South Carolina 29901-1228  
Attention: Gary Kubic  
County Administrator

With Copy to: Joshua A. Gruber, Esquire  
Staff Attorney  
P.O. Box 1228  
Beaufort, South Carolina 29901-1228

And to the Owner/Developer at: Robert L. Graves  
Post Office Box 5818  
Hilton Head Island, S.C. 29938

John Tamplet Graves, Jr.  
26 Melon Hole Road  
Okatie, S.C. 29909

Paul B. Graves, Sr.  
1836 Omni Boulevard  
Mt. Pleasant, S.C. 29466

With Copy to: James P. Scheider, Jr, Esquire  
Vaux & Marscher, P.A.  
Post Office Box 769  
Bluffton, South Carolina 29910

**XIII. ENFORCEMENT.**

Any party hereto shall have the right to enforce the terms, provisions and conditions of this Agreement by any remedies available at law or in equity, including specific performance and the right of the prevailing party to recover attorney's fees and costs associated with said enforcement.

**XIV. Commitment to Employment Opportunity for Residents.**

Owner/Developer is an equal opportunity employer and demands the same from all its

contractors. Owner/Developer also recognizes that it is important that citizens of County have opportunity for gainful employment and future advancement in the immediate County area.

**XV. GENERAL.**

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

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

1. that this Agreement is in full force and effect,

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

C. **Entire Agreement**: This Agreement sets forth, and incorporates by reference, all of the agreements, conditions, and understandings among the County and the Owner/Developer relative to the Property and its development and there are no promises, agreements, conditions or understandings, oral or written, expressed or implied, among these parties relative to the matters addressed herein other than as set forth or as referred to herein.

D. **No Partnership or Joint Venture**: Nothing in this Agreement shall be deemed to create a partnership or joint venture between the County and Owner/Developer or to render such party liable in any manner for the debts or obligations of another party.

E. **Exhibits**: All exhibits attached hereto and/or referred to in this Agreement are incorporated herein as though set forth in full. The exhibits are initialed and dated by each Party to this Agreement.

F. **Construction**: The parties agree that each party and its counsel have reviewed

and revised this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendments or exhibits hereto.

**G. Assignment:** The rights, obligations, duties or responsibilities under this Agreement of the Owner/Developer are assignable to any other person, firm, corporation or entity.

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

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

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

**K. No Third Party Beneficiaries:** The provisions of this Agreement may be enforced only by the County and the Owner/Developer. No other persons shall have any rights hereunder.

**L. Successors and Assigns.**

(1) Binding Effect: This Agreement shall be binding upon the respective parties, their s successors and assigns in the Ownership or Development of any portion of the Property . Except

for Owner/Developer's continuing obligation as specifically stated , a purchaser or a party acquiring title to any portion of the Property or a party to whom Owner/Developer assigns Development Rights with respect to any portion of the Property (herein collectively referred to as a "Transferee") shall, during the Term of this Agreement, be solely responsible for the performance of the Owner/Developer's obligations under this Development Agreement applicable to the portion of the Property transferred, or for which Development Rights are transferred. Each Transferee shall be required to execute a written acknowledgement assuming Owner/Developer's obligations under this Agreement which are directly applicable to such portion of the Property. Such acknowledgment shall be in the form provided in Exhibit "H" attached hereto and made a part hereof (the "Notice of Transfer"), and provided to the County at the time of recording any instrument transferring title, and development rights, of the Property or any portion of the Property. This Subsection shall not be construed to prevent Owner/Developer from obtaining indemnification of liability to the County from Transferees. Except as specifically set forth herein, upon transfer to a Transferee, Owner/Developer shall be released of all obligations assumed by such Transferee.

(2) Transfer of all of the Property: Owner/Developer shall be entitled to transfer the Parent

Parcel to a Transferee subject to the following requirements:

- a. Owner/Developer Obligations. Notwithstanding Owner/Developer's right to transfer title and development rights provided herein, Owner/Developer shall remain obligated to convey to the County the Right-of-Way Parcel in accordance with the terms hereof.
- b. Notification to County. When the Owner/Developer transfers the Parent Parcel to a



Transferee, the Owner/Developer shall be responsible for delivering, or causing to be delivered, to the County the Notice of Transfer together with the name, address, telephone number, facsimile number, and contact person for the Transferee.

c. Assignment of Development Rights. Any and all conveyances of the Parent Parcel to a Transferee shall be by a recordable instrument with a covenant running with the land expressly stating the precise number of commercial square footage being assigned to the Transferee.

(3) Transfer of any Portion of the Property: Owner/Developer shall have the right, and the obligation, to transfer the Right of Way Parcel in accordance with Article XI. A.. Further, Owner/Developer shall have the right to transfer any portion of the Property to a Transferee in accordance with Article XVIII. G.(1); provided however, upon any such transfer of a portion of the Property Owner/Developer shall (i) continue to be liable for the Owner/Developer's Obligations so long as Owner/Developer owns the Parent Parcel, (ii) delivers, or causes to be delivered, to County a Notice of Transfer together with the name, address, telephone number, facsimile number, and contact person for the Transferee, and (iii) the transfer to a Transferee shall be by a recordable instrument with a covenant running with the land expressly stating the precise number of commercial square footage being assigned to the Transferee, which assigned number shall reduce the Owner/Developer's number of commercial square footage provided for herein.

(4) Mortgage Lenders: Notwithstanding anything to the contrary contained herein, the requirements to transfer contained in Article XVIII. G. concerning successors and assigns shall

apply: (i) to any mortgage lender upon acquiring title to the Property or any portion thereof, either as a result of foreclosure of mortgage secured by any portion of the Property or to any other transfer in lieu of foreclosure; (ii) to any third-party purchaser at such foreclosure; or (iii) to any third-party purchaser of such mortgage lender's interest subsequent to the mortgage lender's acquiring Ownership of any portion of the Property as set forth above in subsection G. (3) (ii). Furthermore, nothing contained herein shall prevent, hinder, or delay any transfer of any portion of the Property to any such mortgage lender or subsequent purchaser.

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

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

1. **Legal Description of Property and Legal and Equitable Owner/Developer/Owner/Developers.** The legal description of the Property is set forth in Exhibit A attached hereto. The present legal Owner/Developer/Owner/Developer of the Property : Robert L. Graves, John Tamplet Graves, Jr. and Paul B. Graves, Sr.
2. **Duration of Agreement.** The duration of this Agreement is five (5) years, unless extended per Article III hereof.
3. **Permitted Uses, Densities, Building Heights and Intensities.** A

complete listing and description of permitted uses, building intensities and heights, as well as other development – related standards, are contained in the Zoning and Development Standards Ordinance of Beaufort County and specific zoning districts are identified on the Conceptual Development Plan attached as Exhibit B. Exhibit F sets forth anticipated development of the Property at build out. Building heights will be limited to 40 feet, measured from the lowest adjacent ground level to the building (as measured for federal flood elevation certificates) to the highest point of the building (excluding chimneys, cupolas, and other such non-habitable spaces).

4. **Required Public Facilities.** The County will provide, or cause to be provided, police and fire services, as well as development application services to the Property. Beaufort Jasper Water and Sewer Authority will provide water to the Property. Mandatory provisions and procedures of the Zoning Regulations and this Agreement will ensure availability of roads and utilities to serve the residents on a timely basis.

5. **Dedication of Land and Provisions to Protect Environmentally Sensitive Areas.** The Zoning Regulations, described above and incorporated herein, contain numerous provisions for the protection of environmentally sensitive areas. All relevant state and federal laws will be fully complied with together with the provisions set forth in this Agreement.

6. **Local Development Permits.** Specific permits must be obtained prior to commencing development, consistent with the standards set forth in the Zoning Regulations. Building Permits must be obtained under County law for any vertical or horizontal construction, and appropriate permits must be obtained from the State of South

Carolina (OCRM) and the Army Corps of Engineers, when applicable, prior to any impact upon critical area or freshwater wetlands. Access to Highway 278 will be in accordance with permitting procedures of the South Carolina Department of Transportation. It is specifically understood that the failure of this Agreement to address a particular permit, condition, term or restriction does not relieve the Owner/Developer, and its successors and assigns, from the necessity of complying with the law governing the permitting requirements, conditions, terms or restrictions.

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

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

9. **Historical Structures.** Any historical or archaeological issues will be addressed through the permitting process at the time of Development under the Zoning Regulations and no exception from any existing standard is hereby granted.

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

WITNESSES

Owner/Developer:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Robert L. Graves

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

—  
John Tamplet Graves, Jr.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

—  
Paul B. Graves, Sr.

**STATE OF SOUTH CAROLINA**

)

**COUNTY OF BEAUFORT**

)

)

**ACKNOWLEDGMENT**

I HEREBY CERTIFY, that on this \_\_\_\_ day of \_\_\_\_\_, 2013. before me,  
the undersigned Notary Public of the State and County aforesaid, personally appeared  
\_\_\_\_\_, known to me (or satisfactorily proven) to be the person

whose name is subscribed to the within document and acknowledged the due execution of the foregoing document.

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

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

**SIGNATURES AND ACKNOWLEDGMENTS CONTINUE ON FOLLOWING PAGE**

WITNESSES:

**COUNTY OF BEAUFORT**

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Gary Kubic, County Administrator

Attest: \_\_\_\_\_  
Sue Rainey  
County Clerk - County of

Beaufort

This Development Agreement was prepared by James P. Scheider, Jr., Esquire,  
Vaux & Marscher, P. A., Post Office Box 769, Bluffton, S.C. 29910 (843) 757-2888  
[jim.scheider@vaux-marscher.com](mailto:jim.scheider@vaux-marscher.com)

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF BEAUFORT )

**ACKNOWLEDGMENT**

I HEREBY CERTIFY, that on this \_\_\_ day of \_\_\_\_\_, 2013 before me, the undersigned Notary Public of the state and County aforesaid, personally appeared known to me (or satisfactorily proven) to be the persons whose name is subscribed to the within document, who acknowledged the due execution of the foregoing Development Agreement.

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: \_\_\_\_\_

**Development Agreement Summary:**

The following items represent efforts by the property Owner/Developer/Owner/Developers to ensure certainty and maintain flexibility with respect to the long-term development of this property.

1. Land Use
  - a. Commercial
  - b. Office
  - c. Residential
  - d. Mixed Use
  - e. Civic

All Land Uses are per standards of Beaufort County Zoning and Development Standards Ordinance and as amended per Section IV(b) of this development agreement.

2. Density

Robert L. Graves Property (85 acres of which 43 RC and 42 Suburban)

- a. Commercial Regional District - Commercial Development capped 580,655 square feet (of ground floor area)

- b. Commercial Regional District - Residential Development to be capped at 240 units (in Commercial Regional Zoning District)
  - c. Commercial Regional District – Up to 20% of Total Residential or Commercial Development can be converted using a ratio of 1 unit per 864 square feet.
  - d. Suburban District – Residential/Commercial Development per standards of Beaufort County Zoning and Development Standards Ordinance
3. Development Standards
- a. No individual commercial buildings to be larger than 75,000 sq./ft.(of ground floor area) and other standards amended in Section IV(b)
  - b. All new development shall meet Beaufort County Development Standards for Landscape, Parking, Stormwater, Open Space, Height
4. Permitted and Prohibited Uses
5. Public Facilities – Potential Linear Park
6. Future Inter-parcel Connectivity
- a. US Highway 278 Graves Road/Berkeley Hall Access
7. River Protection Tract

John Tamplet Graves, Jr. Property (14.276 acres-Suburban Regional)

Paul B. Graves, Sr. (15.169 acres-Suburban)

Combined Suburban Commercial area of 119,345 sq. /ft. and 240 dwelling units.



## **Exhibit A**

### **Robert L. Graves Tract**

#### **Property Description**

ALL that certain tract of land, consisting of those certain, pieces, parcels or lots of land, situate, lying and being in the Bluffton Township, Beaufort County, South Carolina having and containing 101.51 acres, more or less, and being shown and described as on a plat prepared for Robert L. Graves " A Boundary Survey of 101.51 Acres, A section of Okatie , Beaufort County, South Carolina", and all improvements thereon, said plat was prepared by Coastal Surveying Company, Inc., by Michael R. Dunigan, S.C.R.L.S. No. 11905, dated April 20, 2010 and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Plat Book 130 at Page 109. For a more detailed description as to location, metes, bounds, distances, direction, etc., reference may be had to said plat of record;

SAVE AND EXCEPT that certain piece, parcel or lot of land situate, lying and being in Bluffton Township, Beaufort County, South Carolina, having and containing 0.17 acres, being shown and described as Parcel A on a plat prepared for Sadie P. Graves, Verna G. Graves & Robert L. Graves "A Division of A Portion of The Estates of J. Wilton Graves, Bluffton Township, Beaufort County, South Carolina", said plat was prepared by T- Square Group, Inc., by Forest F. Baughman, PLS # 4922, dated January 18, 1996 and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Plat Book 55 at Page 82. For a more detailed description as to location, metes, bounds, distances, direction, etc., reference may be had to said plat of record; and

SAVE AND EXCEPT All that certain parcel or strip of land, in fee simple with improvements thereon, if any, containing 0.443 acres, more or less, owned by Robert L. Graves, shown as the " Area of Acquisition" on Exhibit A, attached to the Notice of Taking by South Carolina Department of Transportation VS Robert L. Graves, filed in the Office of the Court of Common Pleas for Beaufort County, South Carolina and referred to as CA No. 2010-CP-07-03654.

This is the same property conveyed to the mortgagor by Deed dated October 25, 1968 and recorded in Book 160 at Page 151, Deed dated June 30, 1997 and recorded in Book 955 at Page 452, Deed dated June 5, 1975 and recorded in Book 229 at Page 534, Deed dated September 27, 1961 and recorded in Book 110 at Page 154, Deed dated November 6, 1989 and recorded in Book 561 at Page 2161, Deed dated January 30, 1996 and recorded in Book 835 at Page 427 and by Deed dated July 14, 1967 and recorded in Book 147 at Page 29, and by Deed dated January 30, 1996 and recorded in Book 835 at Page 432.

This instrument was prepared in the Law Offices of Barry L. Johnson, PA 10 Pinckney Colony Road, Suite 200, Okatie, SC 29909 by Barry L. Johnson, Esquire.

**JOHN T. GRAVES, JR TRACT**

All that certain piece, parcel and tract of land situate in Bluffton Township, Beaufort County, South Carolina containing 19.38 acres, more or less, said parcel identified by Beaufort County Tax Map Reference as R600 021 000 0075 as shown in Plat Book 61 at Page 31 and in Plat Book 104 at Page 116 in the records of the Register of Deeds for Beaufort County, South Carolina.

**PAUL B. GRAVES, SR. TRACT**

All that certain piece, parcel and tract of land situate in Bluffton Township, Beaufort County, South Carolina containing 20.77 acres, more or less, said parcel identified by Beaufort County Tax Map Reference as R600 021 000 0000 as shown in Plat Book 61 at Page 31 in the records of the Register of Deeds for Beaufort County, South Carolina.

**Exhibit B**  
**Conceptual Development Plan**



**Exhibit C**

**Zoning Regulations**

**Current Zoning and Development Standards Ordinance (ZDSO) of Beaufort County**

**Exhibit D**

**Beaufort County Zoning and Land Use Map**

**Exhibit E**

**Estimated Population at Build-out and  
Development Schedule in five year increments**

2015-2020

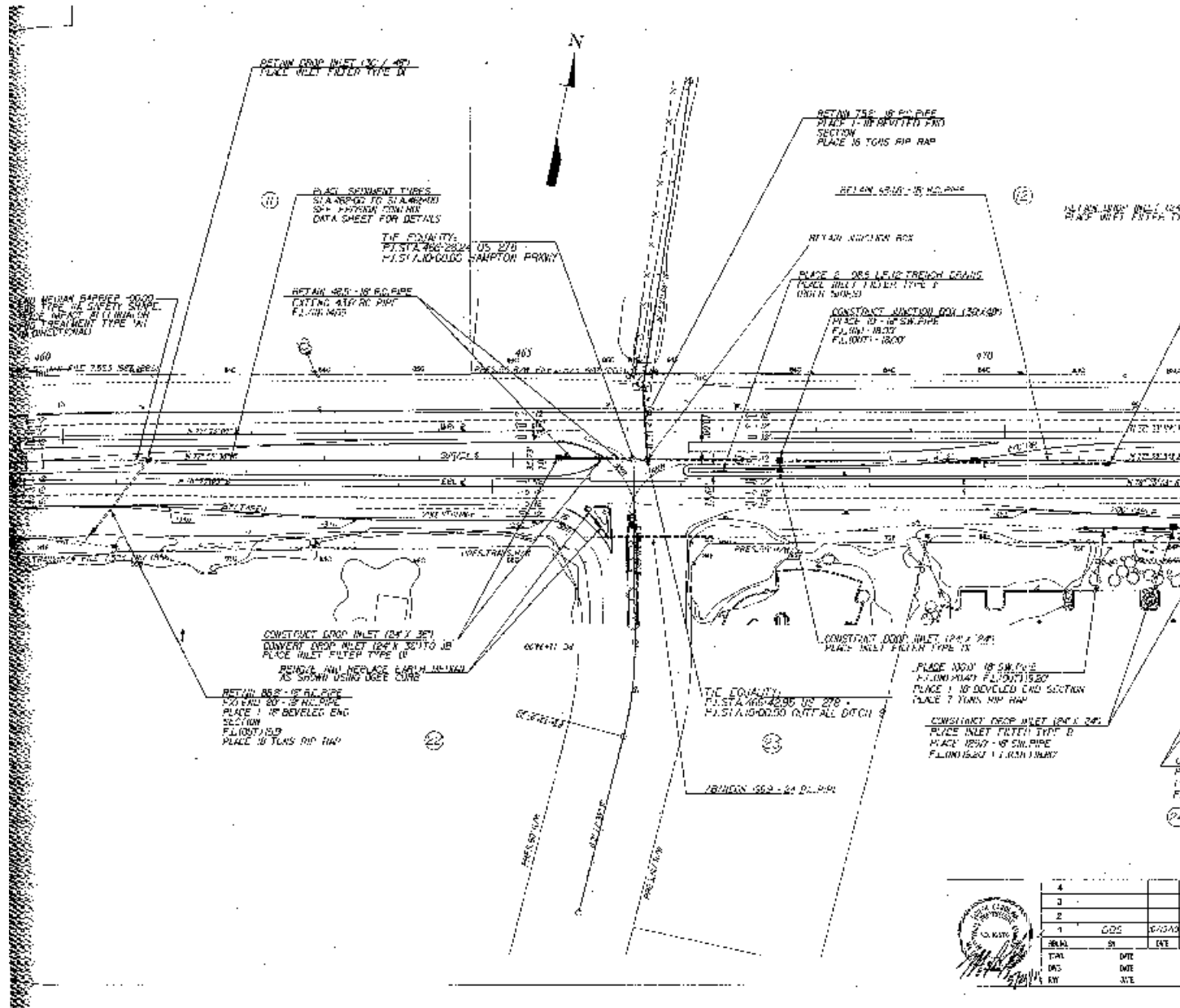
**Pepper Hall Plantation Proposed Build-out/Phasing Schedule**

	<u><b>Initial Phases</b></u>	<u><b>Later Phases</b></u>
<b>Commercial Square Footage:</b>	350,000 square feet	700,000 square feet
<b>Residential Development:</b>	240 dwelling units	480 dwelling units

**Note:** This Proposed Build-out/Phasing Schedule is based on estimates and may be adjusted per market conditions at time of development permit.

EXHIBIT "F"

South Carolina Department of Transportation (SCDOT) Widening Plan and Traffic Signal Configuration for Highway # 278 - October 10, 2010



**EXCERPT OF NATURAL RESOURCES COMMITTEE MEETING MINUTES**  
**April 1, 2013**

The electronic and print media were duly notified in accordance with the State Freedom of Information Act.

The Natural Resources Committee met Monday April 1, 2013 at 2:00 p.m. in the Executive Conference Room of the Administration Building, Beaufort, South Carolina.

**ATTENDANCE**

Committee Chairman Brian Flewelling, Vice Chairman Cynthia Bensch, and members Gerald Dawson, William McBride, Jerry Stewart, Laura Von Harten and Tabor Vaux present. Non Committee members Stu Rodman and Paul Sommerville were also present.

County Staff: Tony Criscitiello, Division Director – Planning and Development; Joshua Gruber, Staff Attorney; Colin Kinton, Traffic/Transportation Engineer; Rob Merchant, Planning Department;

Media: Joe Croley, Hilton Head Island-Bluffton Chamber of Commerce.

Public: Peggy Allan, Friends of Crystal Lake; Joe Allan, Friends of Crystal Lake; Reid Armstrong, Coastal Conservation League; Robert Graves, rezoning applicant; Lynn Graves, rezoning applicant; Milt Rhodes, New Urban Water Works; Jim Scheider, Vaux and Marscher.

Mr. Flewelling chaired the meeting.

**INFORMATION ITEMS**

**2. Southern Beaufort County Map Amendments For R603-021-000-007b-0000, R603-021-000-007b-0000; R603-021-000-0195-0000; R603-021-000-0194-0000; R603-021-000-004a-0000; R603-021-000-06a-0000; R600-021-000-0075-0000; R600-021-000-002-0000 (7 Parcels Totaling 113+/- Acres North Of U.S. 278 And West Of Graves Road); Owners/Applicants: Robert Graves, John Graves And Paul Graves**

**A. Future Land Use Map Amendment from Community Commercial (approximately 21 acres fronting US 278) and Rural (for remainder of property) to Regional Commercial (approximately 65 acres front US 278) and Neighborhood Mixed-Use (approximately 48 acres at the rear of the properties);**

**B. Zoning Map Amendment / Rezoning Request from Rural with Transitional Overlay (approximately 33 acres fronting US 278) and Rural (80 acres of the remainder of the properties) to Commercial Regional (approximately 65 acres fronting US 278) and Suburban (approximately 48 acres at the rear of the properties)**



**Notification:** To view video of full discussion of this meeting please visit [http://beaufort.granicus.com/ViewPublisher.php?view\\_id=2](http://beaufort.granicus.com/ViewPublisher.php?view_id=2)

Mrs. Bensch and Mr. Vaux left the room, and were not present for any of the discussion or the vote.

**Discussion:** The applicants, Robert Graves, John Graves, and Paul Graves, are proposing to change the future land use designation and to rezone portions of an assemblage of 7 parcels equaling approximately 113 acres located on the north side of US 278 between the Okatie River and Graves Road. The properties are currently zoned Rural with Transitional Overlay on the 33 acres fronting US 278 and Rural for the remainder of the property. The applicant believes that the proposed amendment is consistent with the surrounding land uses and growth trends and that the current widening of US 278 from 4-lanes to 6-lanes will accommodate the additional traffic that would potentially result from the rezoning.

Mr. Rob Merchant, County Long-Range Planner, provided the Committee a PowerPoint Presentation on this map amendment. He gave a comparison of current versus proposed future land use map amendment and zoning map amendment. Both the future land use designation and the zoning of all lands within the subject parcels that are located within 300 feet of the critical line (Okatie River and marsh) will remain Rural. The applicant is proposing a development agreement that would limit total commercial ground floor space to 700,000 square feet, limit individual building footprints to 75,000 square feet, and would require connectivity and a frontage road.

The Planning Commission recommends approval with the following conditions:

- Preservation of the lands within 300 feet of the Okatie River;
- Commercial square footage in the lands proposed to be rezoned Commercial Regional be limited to 700,000 square feet;
- Guaranteed protection of the Okatie River through more stringent stormwater standards.

After review of the guidelines set forth in section 106-492 of the ZDSO, the staff recommends denial of this request for the following reasons:

- The proposed rezoning is projected to result in a Level of Service E (LOS E) of the intersection of Hampton Parkway and US 278 with failed turning movements during PM peak hours at only 50% assumed build-out in 2018. The failed intersection will be difficult and costly to mitigate due to the geographical constraints of the site.
- The current widening of US 278 between Simmonsville Road and SC 170 is being implemented to address projected road deficiencies caused by previously approved development. The development enabled by the proposed rezoning would consume 41% of the added capacity created by the road widening and contribute to future failure of US 278 when compounded with existing approved development.
- Allowing intense commercial and moderate-density residential development would contribute to the further degradation of water quality in the Okatie River, and would be a

departure from the County's historical commitment to restoring water quality in the Okatie headwaters.

- Proposed rezoning is not supported by the Comprehensive Plan, which was adopted in early 2011 by County Council. The portion of this property fronting US 278 is currently zoned Rural with Transitional Overlay. The application of the Transitional Overlay district recognizes that this site is within a developing area and that it may be suitable for additional uses other than those allowed under the current zoning.

Mr. Merchant also reviewed with the Committee transportation and water quality issues entailed with this rezoning.

Mr. Jim Scheider and Mr. Milt Rhodes, representatives of Pepper Hall/Graves rezoning, provided the Committee with a PowerPoint Presentation on this map amendment. The presentation covered topics such as the Okatie River Watershed headwater drainage, stormwater improvements, initiatives/opportunities, and a future development agreement.

Staff Attorney Joshua Gruber, Planning and Development Director Tony Criscitiello, Reid Armstrong with the Coastal Conservation League and County Council members also spoke on this topic.

**Main motion:** It was moved by Ms. Von Harten, seconded by Mr. Sommerville, that Natural Resources Committee recommend Council deny a Southern Beaufort County Map Amendments for R603-021-000-007b-0000, R603-021-000-007b-0000; R603-021-000-0195-0000; R603-021-000-0194-0000; R603-021-000-004a-0000; R603-021-000-06a-0000; R600-021-000-0075-0000; R600-021-000-002-0000 (7 Parcels Totaling 113+/- Acres North Of U.S. 278 And West Of Graves Road); Owners/Applicants: Robert Graves, John Graves And Paul Graves; Future Land Use Map Amendment from Community Commercial (approximately 21 acres fronting US 278) and Rural (for remainder of property) to Regional Commercial (approximately 65 acres front US 278) and Neighborhood Mixed-Use (approximately 48 acres at the rear of the properties); and Zoning Map Amendment / Rezoning Request from Rural with Transitional Overlay (approximately 33 acres fronting US 278) and Rural (80 acres of the remainder of the properties) to Commercial Regional (approximately 65 acres fronting US 278) and Suburban (approximately 48 acres at the rear of the properties) .

**Motion to amend by substitution:** It was moved by Mr. Stewart, seconded by Mr. McBride, that Natural Resources Committee not take action; but, instead, have the Development Agreement Subcommittee of Natural Resources negotiate a development agreement with the applicant and bring back a recommendation to Committee. Members of the Development Agreement are Mr. Flewelling, Mr. Rodman and Mr. Stewart. The vote was YEAS – Mr. Dawson, Mr. Flewelling, Mr. McBride, and Mr. Stewart. NAYS – Mr. Sommerville (serves an *ex-officio* member of each standing committee of Council and is entitled to vote) and Ms. Von Harten. ABSTAIN - Mrs. Bensch and Mr. Vaux (temporarily left the room during the discussion and vote). The motion passed .

**Vote on motion to amend by substitution, which is now the main motion:** Natural Resources Committee not take action; but, instead, have the Development Agreement Subcommittee of Natural Resources negotiate a development agreement with the applicant and bring back a recommendation to Committee. Members of the Development Agreement are Mr. Flewelling, Mr. Rodman and Mr. Stewart. YEAS – Mr. Dawson, Mr. Flewelling, Mr. McBride, and Mr. Stewart. NAYS – Mr. Sommerville (serves an *ex-officio* member of each standing committee of Council and is entitled to vote) and Ms. Von Harten. RECUSAL - Mrs. Bensch and Mr. Vaux (Mrs. Bensch and Mr. Vaux left the room, and were not present for any of the discussion or the vote). The motion passed .

**Recommendation:** Natural Resources Committee not take action; but, instead, have the Development Agreement Subcommittee of Natural Resources negotiate a development agreement with the applicant and bring back a recommendation to Committee. Members of the Development Agreement are Mr. Flewelling, Mr. Rodman and Mr. Stewart.

# SC DEPARTMENT OF ARCHIVES & HISTORY

## State Historic Preservation Office

[Home](#) > [Programs](#) > Historical Markers

### South Carolina Historical Marker Program

The South Carolina Historical Marker Program, originally the South Carolina Highway Historical Marker Program, was authorized by an act of the South Carolina General Assembly in 1905 creating the Historical Commission of South Carolina with authority "to have direction and control of the marking of historic sites, or houses, or localities," but was not officially established until 1936 when a marker was erected near the site of the Long Cane Massacre near Troy, in McCormick County.



Dedication of the historical marker for the Myrtle Beach Colored School

More than 1300 markers have been erected by the program in its first seventy-five years. Since 1954 the South Carolina Department of Archives and History, as the successor state agency to the Historical Commission of South Carolina, has been responsible for the program. The enabling legislation creating the Department of Archives and History gave it the responsibility for "the approval of the inscriptions for all historical markers or other monuments erected on state highways or other state property"

In 2009 a [searchable online database](#) of South Carolina historical markers was created by the South Carolina Department of Education and South Carolina Association of Educational Technology for the Department of Archives and History. It is the most complete and accurate record of the state's markers to date, and marker texts are not only added to the database as soon as they are approved—at an average of 50 markers a year—but other information can also be updated as necessary if markers are damaged, need repainting, are replaced, or are moved.

In the past, markers were placed along the nearest South Carolina state highway and contained references to the location of the place being marked, usually some distance away. More recently, markers have been erected at the historic site itself without restriction to state highways and on other public streets and county roads.

Without state funding, the program has always depended on the citizens of South Carolina to suggest, document, sponsor and pay for its historical markers, and to maintain them once erected.

Markers may be sponsored by historical, patriotic, civic, or other organizations, or by institutions such as church congregations or schools and colleges. Though

#### Program Contact

**J. Tracy Power**  
Coordinator, South Carolina  
Historical Marker Program

South Carolina Department of  
Archives and History  
8301 Parklane Road  
Columbia, SC 29223

Phone: 803-896-6182  
Fax: 803-896-6167

#### Applications and Further Information

[NEW! SC Historical Marker Prices & Specifications \(PDF\)](#)

[NEW! SC DOT Policy effective August 2011 \(PDF\)](#)

[Historical Marker Application \(fillable PDF\)](#)

[SC Historical Markers Online Database](#)

[SC Historical Markers by Time Period \(PDF\)](#)

#### Marker Dedication Ceremonies

Many historical markers, though not all of them, are dedicated or unveiled with ceremonies that range from the simple to the elaborate. The coordinator of the South Carolina Historical Marker Program can help you plan a ceremony and representatives from the South Carolina Department of Archives and History can usually attend.

#### Maintenance and Replacement

There are no state funds for maintenance or replacement of historical markers; sponsoring organizations are responsible for any maintenance necessary, most often no more than a simple

- individuals may not sponsor markers, they may propose and pay for them provided the marker is sponsored by an appropriate local organization or institution.

### CRITERIA

South Carolina Historical Markers mark and interpret places important to an understanding of South Carolina's past, either as the sites of significant events, or at historic properties such as buildings, sites, structures, or other resources significant for their design, as examples of a type, or for their association with institutions or individuals significant in local, state, or national history

As the official state historical marker program since 1936, the South Carolina Historical Marker Program has established criteria for what places may and may not be marked, and for the process by which accurate and appropriate marker texts are approved by the South Carolina Department of Archives and History.

*The coordinator of the South Carolina Historical Marker Program, on behalf of the South Carolina Department of Archives and History, works with sponsoring organizations to review, revise, and approve texts for markers.*

*The coordinator of the program has the responsibility to ensure that marker texts are both accurate and appropriate, and the Director of the Department of Archives and History has the final authority to determine the texts approved for the official state historical marker program.*

Though markers interpret historic places they are not an official historic preservation designation, such as is the case with the National Register of Historic Places or National Historic Landmark programs.

- Markers will only be approved for historic places that are at least 50 years old, places associated with significant events that occurred at least 50 years ago, and places associated with significant persons who died at least 50 years ago.
- Markers may be approved for buildings or structures that are either significantly altered or no longer standing under the same criteria as other historic places.
- Markers will not memorialize families or individuals associated with historic places. Markers may, however, interpret the lives and careers of significant persons associated with historic places, as evaluated in the context of local, state, or national history.
- Markers will not recognize living persons, even persons of statewide or national significance associated with historic places.
- Markers may be approved for historic properties or sites closely associated with deceased significant persons, but ONLY if:
  - a) the property is the single property or site in the state which best represents the individual's community of birth or residence, productive career, association with a particular institution, or association with a significant event, AND
  - b) no other site in South Carolina closely associated with the individual and significant primarily for that association has already been marked.
- Markers will not include lists of significant persons associated with historic places or institutions.
- Markers for schools, colleges, or universities will not discuss the later careers and achievements of alumni, or list the fields of endeavor in which they gained significance. Markers will focus on the school as an institution and will not list or discuss any persons who attended or graduated from it.
- Markers may be approved for cemeteries based on their significance to a particular community, significant persons buried there, their association with significant events, or their significance in gravestone art. Markers will not be approved for individual graves or plots within cemeteries.

Individual components of a historic property already marked as an entity are not eligible for additional historical markers.

Sites should be marked as close to the historic place as possible, on the nearest public street, county road, or state highway.

### MARKER TEXTS

Draft marker texts must be accompanied by documentation of the history and significance of the place being proposed for a historical marker. Footnotes or endnotes are not required, but copies of relevant portions of major primary and secondary sources used should be included. Contact the coordinator of the South Carolina Historical Marker Program for more information about drafting marker texts and submitting proper forms of documentation.

cleaning or repainting, or for replacing destroyed or badly-damaged markers.

[Cleaning, Repairing and Repainting Historical Markers brochure \(PDF\)](#)

### Marker Placement

Markers are usually placed in the right-of-way of state highways or public roads. The precise location of the marker must be approved by the South Carolina Department of Transportation in the case of markers erected on state highways and the chief elected official of a particular county, city or town in the case of markers erected on county or other public roads; when markers are erected on private property the property owner must approve their location. Permissions should be obtained early in the approval process.

For more information on SCDOT requirements, contact your local SCDOT office or visit [www.scdot.org](http://www.scdot.org) and review the permit form and the Access and Roadside Management Standards (ARMS) manual under the link "Doing Business with SCDOT"

For more detailed information on the marker policy, contact:

Mr. Ashley Johnson, P.E.  
Traffic Operations Engineer  
SCDOT-Traffic Engineering  
955 Park Street  
P.O. Box 191  
Columbia, SC 29202-0191  
Phone: 803-737-4990  
Fax: 803-737-1740  
[johnsonha@dot.state.sc.us](mailto:johnsonha@dot.state.sc.us)



City Sza Marker

Draft texts will be reviewed and revised as necessary by the coordinator for spacing requirements, content, and style. A revised draft text will be sent back to applicants for their review, further revised as necessary, and a final text approved by the director of the South Carolina Department of Archives and History.

**MARKER SPECIFICATIONS**

South Carolina Historical Markers are made of cast aluminum. The earliest markers, cast from 1936 to 1954, have a circular device at the top center bearing a palmetto tree and "S C". They are gray with raised gray letters or silver with raised black letters. Markers cast since 1954 have a triangular device at the top center bearing the state flag; those cast from 1954 to 1990 are dark blue with raised silver letters, and those cast since 1990 are silver with raised black letters.



Country Size Marker

City Size Markers, erected in incorporated cities and towns, measure 24" x 36", with one title line (1.5" letters, 17 characters per line) and 18 lines of text (1" letters, 27 characters per line). These markers are available with either a standard 7' post or a 10' post if required by local governments.

Country Size Markers, erected at all other sites, measure 42" x 32", with one title line (2" letters, 25 characters per line) and 11 lines of text (1.5" letters, 36 characters per line). These markers are available with a standard 7' post.

**RESEARCH FEE**

**\$250.00**

Make checks payable to: South Carolina Department of Archives and History

**If a proposed marker does not meet the criteria of the South Carolina Historical Marker Program, the research fee will be refunded.**

**MARKER PRICES (Effective through May 30, 2014)**

**City Size:**

same text both sides with 7' post \$1750.00  
 different text each side with 7' post \$1920.00

**Country Size:**

same text both sides with 7' post \$1860.00  
 different text each side with 7' post \$2030.00

After the final marker text is approved by the director of the South Carolina Department of Archives and History the applicant will send a separate check to:

Sewah Studios  
 P.O. Box 298  
 Marietta, Ohio 45750  
 (740) 373-2087  
 e-mail: [sewah@sprynet.com](mailto:sewah@sprynet.com)  
 Website: [www.sewahstudios.com](http://www.sewahstudios.com)

The coordinator of the South Carolina Historical Marker Program will advise applicants on the procedures for ordering historical markers once the final text is approved.

It usually takes Sewah Studios six to twelve weeks to cast and ship a particular marker once payment is received.

Revised September 2012

Hill, Ian

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**From:** Power, Tracy [POWER@SCDAH.STATE.SC.US]  
**Sent:** Tuesday, August 13, 2013 11:36 AM  
**To:** ROWLAND, LAWRENCE; Wise CIV Stephen R; Hill, Ian  
**Subject:** The Daufuskie Island Marker (Yes, Again!)

Dear Gentlemen,

With apologies for bombarding you with revisions, here is my latest version. As always, any help you might give is appreciated a great deal.

All the best,  
Tracy

-----  
COUNTRY-SIZE MARKER DRAFT TEXT AS REVISED BY JTP 13 Aug 13

Side 1

DAUFUSKIE ISLAND |T1

This 5,200-acre island lies between |1  
the Cooper and New Rivers. Spanish |2  
and English explorers saw it in 1525|3  
and 1663; English arrivals received |4  
grants ca. 1700. Indigo was the main|5  
crop until the American Revolution, |6  
when most planters here were Loyal- |7  
ists. Sea island cotton was the main|8  
crop after 1790. In 1861, when Union|9  
forces captured the sea islands, |10  
planters abandoned Daufuskie Island.|11  
(continued on next side)

Sponsored by the South Carolina Society of the  
National Society Colonial Dames XVII Century, 2013

Side 2

DAUFUSKIE ISLAND |T1  
(continued from other side)

Freedmen during and immediately |1  
after the Civil War, and then their |2  
descendants, made up almost all of |3  
the population here until near the |4  
end of the 20th century. Many owned |5  
small farms or worked in the oyster |6

industry. The island, listed in the |7  
National Register of Historic Places|8  
in 1982, is also part of the Gullah |9  
Geechee Cultural Heritage Corridor, |10  
designated by Congress in 2006. |11

Sponsored by the South Carolina Society of the  
National Society Colonial Dames XVII Century, 2013

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J. Tracy Power, Ph.D.  
Co-Coordinator, National Register of Historic Places  
Coordinator, South Carolina Historical Marker Program

South Carolina State Historic Preservation Office  
South Carolina Department of Archives and History  
8301 Parklane Road  
Columbia, S.C. 29223  
(803) 896-6182 Phone  
(803) 896-6167 Fax  
[power@scdah.state.sc.us](mailto:power@scdah.state.sc.us)

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It is the soul of art, alone, which binds  
periods and places together.

--- William Gilmore Simms

For more information about the South Carolina State Historic Preservation Office, see our website at [www.shpo.sc.gov](http://www.shpo.sc.gov)

For more information about the South Carolina Department of Archives and History, see our website at [www.scdah.sc.gov](http://www.scdah.sc.gov)



**South Carolina Historical Markers**  
**BEAUFORT COUNTY**  
**1929-Present**

**7-1**

**BEAUFORT**

*U.S. Hwy. 21, ½ mi. S of S.C. Hwy. 170, Beaufort*

Second Oldest Town In South Carolina/Authorized by the Lords Proprietors, December 20, 1710,/ Chartered January 17, 1711./Laid Out Prior to February 16, 1717,/Incorporated by the State, December 17, 1803.

The Beaufort County Historical Society, 1950

**7-2**

**BLUFFTON, S.C.**

*May River Rd. (S.C. Hwy. 46), Bluffton*

Settled in 1825 as a summer resort of rice and cotton planters, this town was incorporated in 1852. Here in 1844 was launched the protest against the federal tariff known as the "Bluffton Movement."

[Needs repainting as of Spring 2005]

**7-3**

**CHAPEL OF EASE**

*Lands End Rd. (S.C. Sec. Rd. 7-45), St. Helena Island*

To St. Helena's Church, Beaufort, S.C./Built about 1740/Made a separate Church/after the Revolution/Burned by Forest Fire/Feb. 22, 1886.

Beaufort County Historical Society

**7-4**

**PRINCE WILLIAM'S PARISH  
CHURCH (SHELDON CHURCH)**

*Old Sheldon Church Rd. (S.C. Sec. Rd. 7-21), just N. of Bailey Rd., Gardens Corner vicinity*

(Front) These ruins are of Prince William's Parish Church, built ca. 1751-57 and partially burned during the American Revolution, with its interior and roof rebuilt 1825-26. This Anglican church was primarily paid for by Lt. Gov. William Bull I (1683-1755), who is buried here. It is often called Sheldon, after Bull's plantation.

(Reverse) Local Loyalists burned the church in 1779 during a raid by Gen. Augustine Prevost. It was assumed by many area residents in 1865 and has been widely believed since that Federal troops burned Sheldon Church during the last months of the Civil War. It was actually dismantled by local freedmen ca. 1865-67.

Sponsored by the Beaufort County Historical Society, 2013, replacing a marker erected by the society in 1955

**7-5**

**BATTLE OF**

## **PORT ROYAL ISLAND**

*Trask Parkway (U.S. Hwy. 21), near its intersection with Parker dr., N of Naval Air Station Beaufort, Grays Hill*

Battle of Port Royal Island. Near the old halfway house in the vicinity of Grays Hill, on February 3, 1779, a force of South Carolina militia, continentals, and volunteers, including men from Beaufort, under General William Moultrie, defeated the British in their attempt to capture Port Royal Island.

Erected by Beaufort County Historical Society

7-6

## **"ROBBERS ROW"**

*Ft. Walker Dr., near its intersection with North Port Royal Dr., Port Royal Plantation, Hilton Head Island*

After the occupation of Hilton Head in 1861, a civilian town grew up to serve the needs of the large Union base and its garrison here. The town boasted a hotel, a theater, 2 newspapers, and

numerous stores, restaurants and saloons, centering along a street officially Suttlers Row but

usually called Robbers Row, which ran east from this point about ½ mile to the army tent encampment.

Erected by Hilton Head Island Historical Society, 1961

7-7

## **BATTLE OF PORT ROYAL**

*Ft. Walker Dr., Port Royal Plantation, Hilton Head Island*

A decisive battle in the Civil War took place here on Nov. 7, 1861, when 18 Union warships with about 55 supporting craft led by Adm. S. F. DuPont bombarded for 4 ½ hours the Confederate forces in Fort Walker on this shore and Fort Beauregard on the opposite point. About 13,000 troops under Gen. Thomas W. Sherman then landed on this beach to establish the main Union blockade base on the South Atlantic coast.

Erected by Hilton Head Island Historical Society, 1961

7-8

## **FORT SHERMAN**

*Ft. Sherman Dr., left side of road at bike path, Port Royal Plantation, Hilton Head Island*

Completed in 1862, this large earth fort was designed to defend the great Union blockade base on Hilton Head against Confederate land attack. Named after the first Union commander here, Gen. Thomas W. Sherman, the fort consists of two miles of earthworks enclosing a 14-acre area. With other fortifications Fort Sherman formed part of a defensive line 5 miles long across the north end of the island.

Erected by Hilton Head Island Historical Society, 1961

7-9

## **FORT WALKER**

*Ft. Walker Dr., on R just beyond its intersection with North Port Royal Dr., overlooking Port Royal Sound, Port Royal Plantation, Hilton Head Island*

Hastily built in 1861 to protect the S.C. coast against Union attack, Fort Walker, commanded by Col. William C. Heyward, bore the brunt of the Union attack on November 7, 1861, when after 4 ½ hours, with only 3 guns left serviceable and ammunition almost gone, the troops under Gen. Thomas F. Drayton were forced to withdraw from the island. Rebuilt by the Union forces, it was renamed Fort Welles. Erected by Hilton Head Island Historical Society, 1961

#### **7-10**

##### **BEAUFORT ARSENAL**

*713 Craven St., Beaufort*

Erected in 1798 and rebuilt in 1852, the Beaufort Arsenal was the home of the Beaufort Volunteer Artillery, commissioned in 1802, which had its roots in an earlier company organized in 1776 and served valiantly in the Revolutionary War. The BVA was stationed at Fort Beauregard during the Battle of Port Royal on November 7, 1861. Erected by Beaufort County Historical Society, 1961

#### **7-11**

##### **HILTON HEAD**

*Ft. Walker Dr., Port Royal Plantation, Hilton Head Island*

A prominent landmark for mariners since the voyages of the early Spanish explorers, this headland was known to the English as Hilton Head after the voyage in 1663 of Captain William Hilton which led to their first permanent settlement in Carolina. By the late eighteenth century the island had become known as Hilton Head Island.

Erected by Hilton Head Island Historical Society, 1963

#### **7-12**

##### **ZION CHAPEL OF EASE AND CEMETERY**

*William Hilton Parkway (U.S. Hwy. 278) at Matthews Dr., Hilton Head Island*

A chapel of St. Luke's Parish, established May 23, 1767, built of wood shortly after 1786 under the direction of Captain John Stoney and Isaac Fripp, was consecrated in 1833. Members of the Barksdale, Baynard, Chaplin, Davant, Fripp, Kirk, Mathews, Pope, Stoney and Webb families worshipped here. By 1868 the chapel was destroyed.

Erected by Hilton Head Island Historical Society, 1973

#### **7-13**

##### **REVOLUTIONARY WAR AMBUSH**

*William Hilton Parkway (U.S. Hwy. 278) at Matthews Dr., 100 ft. W of Zion Chapel of Ease marker, Hilton Head Island*

In December 1781, returning from a patrol with the Patriot militia, Charles Davant was mortally wounded from ambush near here by Captain Martinangel's Royal Militia from Daufuskie Island. He managed to ride his horse to his nearby plantation, Two Oaks, where he died. Captain John Leacraft's Bloody Legion avenged his death.

Erected by Hilton Head Island Historical Society, 1973

**7-14**

**TABERNACLE  
BAPTIST CHURCH**

*907 Craven St., Beaufort*

(Front) Tabernacle Church was formed by black members of Beaufort Baptist Church after other members evacuated the area due to Federal occupation in 1861. The Beaufort church's lecture room was used for services during the war. In 1867 the black congregation bought this property from the Beaufort Baptist Church. Its present building was dedicated in 1894. Many new churches have grown from Tabernacle.

(Reverse)

**ROBERT SMALLS**

Born a slave in Beaufort in 1839, Robert Smalls lived to serve as a Congressman of the United States. In 1862 he commandeered and delivered to Union forces the Confederate gunboat "Planter," on which he was a crewman. His career as a freedman included service as a delegate to the 1868 and 1895 State Constitutional Conventions, election to the S.C. House and Senate, and 9 years in Congress. He died in 1915 and is buried here.

Erected by Beaufort County Council, 1980

**7-15**

**PENN SCHOOL**

*in front of Cope Administration Building at Penn Center, Land's End Rd./Martin Luther King, Jr., Dr. (S.C. Sec. Rd. 7-45), St. Helena Island*

(Front) After Union occupation of the sea islands in 1861, two northerners, Laura Towne and Ellen Murray, came to help the freed blacks of this area, establishing Penn School here in 1862. The earliest known black teacher was Charlotte Forten, who traveled all the way from Massachusetts to help her people.

(Reverse) One of the first schools for blacks in the South, Penn School, opened in 1862, was reorganized as Penn Normal, Industrial and Agricultural School in 1901. As a result of this change, incorporating principles of education found at both Tuskegee and Hampton Institutes, Penn became an international model. Its program was removed to the Beaufort County school system in 1948.

Erected by Penn Club and S.C. Department of Parks, Recreation, and Tourism, 1981  
[Needs repainting as of Spring 2005]

**7-16**

**MATHER SCHOOL**

*Ribaut Rd. (S.C. Hwy. 281), 150 ft. south of its intersection with Reynolds St., Beaufort*

Shortly after the Civil War, Mather School was founded here by Rachel Crane Mather of Boston. In 1882 the Woman's American Baptist Home Mission Society assumed support of the venture, operating it as a normal school for black girls. With some changes, the school continued until 1968, when it was closed and sold to the state for the educational benefit of all races.

Erected by Mather School Alumnae Association, 1982

7-17

**THE MARTINANGELES**

*Mary Dunn Cemetery, Daufuskie Island*

Phillip Martinangele, born in Italy, immigrated to this country and settled in St. Helena's Parish. He married Mary Foster in 1743, but had died by 1762 when his widow bought 500 acres on Daufuskie Island. Their son Phillip, a captain in the British Royal Militia, in December 1781 during the closing days of the American Revolution, was killed by the Bloody Legion, a partisan band of Hilton Head Island. He is probably buried here with others of his family.

Erected by the Hilton Head Island Historical Society, 1982

7-18

**FISH HALL PLANTATION**

*Roy Gall Rd., adjacent to Barker Field, Hilton Head Island*

(Front) This plantation was part of a 1717 Proprietary landgrant of 500 acres to Col. John Barnwell. Later owners included members of the Green, Ellis and Pope families. Nearby tabby ruins are remains of fire places of slave cabins. Graves of blacks, who made up most of the island's population until after the 1950s, are in nearby Drayton Cemetery.

(Reverse)

**THOMAS FENWICK DRAYTON**

Confederate Brig. Gen. Thomas F. Drayton was in command of this area at the time of the nearby battle of Port Royal, November 7, 1861. A brother, Capt. Percival Drayton, commanded the Union warship *Pocahontas* at the same battle. Earlier, General Drayton had married Emma Catherine Pope, whose parents owned Fish Hall Plantation.

Erected by Beaufort County Council, 1985

[Needs repainting as of Spring 2005]

7-19

**CHARLES COTESWORTH**

**PINCKNEY (1746-1825)**

*U.S. Hwy. 278, Pinckney Island, about 1 mi. NW of Hilton Head Island*

(Front) Born in South Carolina, Pinckney was educated in England and served in the First and Second Provincial Congresses. A commander in the Revolution, he later served in the SC General Assembly, signed the US Constitution, and was a delegate to the SC Constitutional Convention of 1790 in Columbia. He spent part of his life on this island.

(Reverse) Pinckney, a leader in S.C.'s educational, political, cultural and religious affairs, inherited this island in 1769. He was made ambassador to France in 1796.

Appointed by President Adams in 1797 to a committee negotiating maritime problems with France, Pinckney became known for his refusal of bribery in the "XYZ" affair.

Erected by Beaufort County Historical Society, 1987

7-20

**PINCKNEY ISLAND**

*U.S. Hwy. 278, Pinckney Island, about 1 mi. NW of Hilton Head Island*

(Front) Inhabited for some 10,000 years, Pinckney Island was known as Espalanga, Look-out, and Mackey's prior to about 1775. Alexander Mackey received two Proprietary grants for land on the island in 1710. Charles Pinckney later owned the island and willed it in 1769 to his son, Charles Cotesworth, who became a successful planter here.

(Reverse) James Bruce, former military aide to President Woodrow Wilson, purchased this island from the Pinckneys in 1937 and developed it into a small-game hunting preserve. In 1975 Margaret and James Barker and Edward Starr, Jr. donated the island to the United States for a wildlife refuge and a nature and forest preserve.

Erected by Beaufort County Historical Society, 1987

#### **7-21**

##### **BEAUFORT FEMALE BENEVOLENT SOCIETY**

*308 Scott St., Beaufort*

The Society, founded in 1814 to educate and provide relief for destitute children, built this house in 1895 and leased it for many years, using the income to help the needy. Tenants included the Clover Club, which operated a circulating library here (1910-1917); and an infirmary (1917-1925). Funds from the 1982 sale of the house continue to provide relief for people in need.

Erected by Beaufort County Historical Society and Beaufort Female Benevolent Society, 1989

#### **7-22**

##### **ST. HELENA'S CHURCH**

*505 Church St., Beaufort*

(Front) This Episcopal Parish was established by Act of the Assembly June 7, 1712. The first known rector, William Guy, conducted early worship services in homes of settlers. The parish suffered greatly during the 1715 Yemassee Indian attack; constructed the present building in 1724 (enlarged 1817 & 1842); and was given communion silver in 1734 by John Bull, a captain in the militia. According to local tradition, the

(Reverse) church was used by British to stable horses during the Revolution and as a hospital in the Civil War. In 1823 Dr. Joseph R. Walker became rector, serving 55 years, during which time at least 25 parishioners entered the ministry. Among those buried in the churchyard are 2 British officers, 3 American generals, and 17 ministers of the gospel. The 1962 parish house serves the community for various functions.

Erected by Beaufort County Historical Society and Preservation Trust for Historic St. Helena's Episcopal Church, 1992

#### **7-23**

##### **MITCHELVILLE SITE**

*Beach City Rd. (S.C. Sec. Rd. 7-333), NE of its intersection with Dillon Rd. (S.C. Sec. Rd. 7-334), Hilton Head Island*

In 1862, after Hilton Head's fall to Union forces in 1861, this town, planned for the area's former slaves and named for General Ormsby M. Mitchel, began.

Erected by Town of Hilton Head Island and Chicora Foundation, Inc., 1995

**7-24**

**EMANCIPATION DAY**

*Near the banks of the Beaufort River at the U.S. Naval Hospital Beaufort, Pinckney Blvd., Port Royal*

(Front) On New Year's Day 1863 this plantation owned by John Joyner Smith was the scene of elaborate ceremonies celebrating the enactment of the Emancipation Proclamation. Hundreds of freedmen and women came from Port Royal, Beaufort, and the sea islands to join Federal military and civil authorities and others in marking the event. After the proclamation was read, the 1st South Carolina Volunteers (Colored), the first black regiment formed

(Reverse)

**CAMP SAXTON SITE**

for regular service in the U.S. Army during the Civil War, received its national and regimental colors. Col. Thomas W. Higginson of the regiment wrote, "Just think of it! - the first day they had ever had a country, the first flag they had seen which promised anything to their people." This plantation was also the site of Camp Saxton, where the regiment (later the 33rd U.S. Colored Troops) organized and trained from late 1862 to early 1863.

Erected by Penn Center and the Michigan Support Group, 1996

**7-25**

**ST. LUKE'S CHURCH**

*1 ½ mi. S of the intersection of S.C. Hwy. 170 & U.S. Hwy. 278, 3 mi. N of Pritchardville*

This sanctuary, built 1824 as St. Luke's Episcopal Church, housed an active Episcopal congregation until just before the Civil War. It was sold to the trustees of St. Luke's Methodist Church in 1875 and has served that congregation since. St. Luke's is listed in the National Register of Historic Places for its architectural significance as a blend of the Georgian and Greek Revival styles.

Erected by the Congregation, 1996

**7-26**

**BEAUFORT COLLEGE**

*800 Carteret St., Beaufort*

(Front) Beaufort College, a college preparatory academy founded in 1795, occupied this Greek Revival building from 1852 to 1861. The school opened in 1804 at Bay and Church Sts. but closed in 1817 after a yellow fever epidemic, reopening in 1820 at Newcastle and Craven Sts. This building, designed by John Gibbes Barnwell II featured two classrooms, two offices, and a library modeled after the one at S.C. College, now the South Caroliniana Library at the University of S.C.

(Reverse) Beaufort College closed its doors in the fall of 1861 when Beaufort was occupied by Federal troops. For the rest of the Civil War it was a school for former slaves and part of a hospital complex serving both freedmen and Federal soldiers. It also served as headquarters of the Freedmen's Bureau here during Reconstruction,

then became a public elementary school in 1909. In 1959 the University of S.C. acquired this building for its new Beaufort campus. Erected by the Beaufort Historical Society and the Beaufort College Board of Trustees, 2001

**7-27**

**SHELDON UNION ACADEMY**

*Trask Parkway (U.S. Hwy. 21), just E of Sheldon Dr., Sheldon community*

(Front) Sheldon Union Academy, later Sheldon School, opened in 1893 on this site and educated the black children of rural Sheldon community for almost fifty years. The original Sheldon Union Academy board, which founded and governed the school from 1893 to 1918, included S.T. Beaubien, M.W. Brown, P.R. Chisolm, H.L. Jones, S.W. Ladson, F.S. Mitchell, and N.D. Mitchell.

(Reverse) **SHELDON SCHOOL**

Sheldon Union Academy, founded by an independent group of community leaders, was a private school until 1918. That year its board deeded the property to Beaufort County, which built a new public school on this site. Sheldon School, which taught grades 1-7, closed in 1942 when the county consolidated its rural black schools.

Erected by the Committee for the Preservation of African-American Landmarks, 2001

**7-28**

**BATTERY SAXTON**

*2226 Boundary St., Beaufort*

(Front) Battery Saxton, constructed here in 1862, was in the second line of earthworks built by Federal troops occupying Beaufort during the Civil War. Laid out by the 1st New York Engineers with the assistance of black laborers, it held 3 8-inch siege howitzers and was occupied 1862-65 as one of two batteries anchoring a line from Battery Creek to the Beaufort River, the remnants of which are visible here just south of U.S. Hwy. 21 (known as Shell Rd. during the war).

(Reverse) Battery Saxton was named for Brig. Gen. Rufus Saxton (1824-1908), a native of Massachusetts. Saxton, an ardent abolitionist, served for most of the war in and around Beaufort in the Union Dept. of the South. As military governor of the Ga. and S.C. sea islands 1862-65 he led the way in educating freedmen and in raising and training black units for service in the U.S. Army. Saxton was later assistant commissioner of the Freedmen's Bureau for S.C., Ga., & Fla., 1865-66.

Erected by the Historic Beaufort Foundation, 2001

**7-29**

**MICHAEL C. RILEY SCHOOLS**

*Goethe Rd. between Hilderbrand Rd. and Schultz Rd., Bluffton*

(Front) This is the site of two schools that served the black community of southern Beaufort County for most of the twentieth century. Bluffton Graded School, a small frame building constructed about 1900, was followed in 1954 by an elementary and high school named for Michael C. Riley (1873-1966), longtime trustee of Beaufort County School District # 2.



(Reverse) From 1954 to 1970 the elementary school educated Bluffton's black students in grades 1-8 and the high school educated Bluffton's and Hilton Head's black students in grades 9-12. After county schools were desegregated in 1970, it was an elementary school for Bluffton's black and white students until 1991. A new Michael C. Riley Elementary School opened nearby that same year.  
Erected by the Michael C. Riley High School Alumni Association, 2002

**7-30**

**MAXCY-RHETT HOUSE**

*1113 Craven Street, Beaufort*

(Front) This house was built circa 1810 for Milton Maxcy (1782-1817), who came here from Massachusetts in 1804. Maxcy and his brother Virgil, who founded a school for young men in Beaufort, later taught at Beaufort College. In the 1850s Edmund Rhett (1808-1863), lawyer, planter, state representative, and state senator, bought the house and extensively remodeled it in the Greek Revival style, featuring an elaborate two-story portico.

(Reverse) **"SECESSION HOUSE"**

Edmund Rhett, along with his brother Robert Barnwell Rhett (1800-1876), lawyer, state representative, state attorney general, U.S. congressman and senator, was an outspoken champion of state rights and Southern nationalism from the 1830s to the Civil War. This house, long known as "Secession House," was the scene of many informal discussions and formal meetings during the 1850s by the Rhetts and their allies advocating secession and Southern independence.

Erected by the General Richard Anderson Camp # 47, Sons of Confederate Veterans, 2005

**7-31**

**ROSE HILL**

*Rose Hill Way on the Colleton River, just off Forging Island Rd. (U.S. Hwy. 278), Bluffton vicinity*

(Front) This plantation was part of the barony of Lords Proprietor Sir John Colleton; his descendants sold this portion to Dr. James B. Kirk in 1828. Kirk was one of the wealthiest cotton planters in antebellum St. Luke's Parish. He gave Rose Hill to his daughter Caroline (1817-1864) in the 1830s when she married her cousin Dr. John W. Kirk (1803-1868), also a physician and cotton planter.

(Reverse) The Kirks began building this Gothic Revival house shortly before the Civil War. The house was unfinished for many years until John Sturgeon III (d. 1978) bought it in 1946; architect Willis Irvin completed much of the interior in 1946-49. It was listed in the National Register of Historic Places in 1983, damaged by a fire in 1987, and restored by the White family in 1996-2007.

Erected by the Gen. Richard H. Anderson Camp #47, Sons of Confederate Veterans, 2007

**7-32**

**THE GREAT SEA ISLAND STORM**

*Penn Center, Martin Luther King, Jr., Dr. (S.C. Sec. Rd. 7-45), St. Helena Island*

(Front) On the night of August 27, 1893, a huge "tropical cyclone," the largest and most powerful storm to hit S.C. until Hurricane Hugo in 1989, made landfall just E of Savannah, Ga. With gusts as high as 120 mph and a storm surge as high as 12 ft., the worst of the storm struck the Sea Islands near Beaufort – St. Helena, Hilton Head, Daufuskie, Parris, and smaller islands were devastated.

(Reverse) The storm killed more than 2,000 and left more than 70,000 destitute in coastal S.C. and Ga. Losses in lives and property were most catastrophic among blacks who were former slaves or their descendants. Clara Barton and the American Red Cross launched a massive relief effort, the first after a hurricane in U.S. history.

Donations in 1893-94 fed, clothed, and sheltered thousands.

Erected by the Beaufort County Historical Society, 2008

### 7-33

#### **ST. JAMES BAPTIST CHURCH**

*209 Dillon Rd., Hilton Head Island*

This church, founded in 1886 by former members of First African Baptist Church, is one of the oldest surviving institutions remaining from the town of Mitchelville, a freedmen's village established here by the United States Army in 1862. The present brick sanctuary, covered in stucco, is the third to serve this congregation. It was built in 1972 and renovated in 2005.

Erected by the Congregation, 2011

### 7-34

#### **FORT HOWELL**

*Beach City Rd., just SW of its junction with Dillon Rd., Hilton Head Island*

(Front) This Civil War fort, named for Gen. Joshua Blackwood Howell (1806-1864), was built by the U.S. Army to defend Hilton Head Island and the nearby freedmen's village of Mitchelville from potential Confederate raids or expeditions. That village, just east of here, had been established by Gen. Ormsby M. Mitchel in the fall of 1862 and was named for him after his death.

(Reverse) This fort was an enclosed pentagonal earthwork with a 23' high parapet and emplacements for up to 27 guns. It was built from August to November 1864 by the 32nd U.S. Colored Infantry and the 144th N.Y. Infantry. Though Fort Howell never saw action, it is significant for its design and its structural integrity. It was listed in the National Register of Historic Places in 2011.

Erected by the Hilton Head Island Land Trust, Inc., 2011

### 7-35

#### **WILLIAM SIMMONS HOUSE**

*Gullah Museum of Hilton Head Island, 187 Gumtree Dr., Hilton Head Island*

(Front) This house, built in 1930, is typical in materials and methods of construction of those built on the S.C. Sea Islands from the end of the Civil War to the mid-20th century. It was built on land bought after 1865 by William Simmons (ca. 1835-1922). Simmons, born a slave, had served in the U.S. Army during the war, enlisting in the 21st U.S. Colored Infantry as Ira Sherman.

(Reverse) William Simmons's granddaughter Georgianna Jones Bryan (1900-1989)

built this house in 1930 for her brother, William "Duey" Simmons (1901-1966). It illustrates everyday life and the persistence of Gullah culture in an African-American farm community until after a bridge was built from the mainland in 1956. It was renovated in 2010-11 as the Gullah Museum of Hilton Head Island.  
Erected by the Gullah Museum of Hilton Head Island, 2011

### **7-36**

#### **FIRST PRESBYTERIAN CHURCH**

*corner of Church & North Sts., Beaufort*

(Front) Early attempts to establish a Presbyterian church in Beaufort, in the 1740s and 1880s, were unsuccessful. The first permanent congregation was founded in 1912 by 16 charter members. In 1921, when it acquired this lot, Rev. A.P. Toomer put up a sign with the Old Testament verse "the people had a mind to work." This Colonial Revival church, built in 1928-29, was designed by architect James H. Sams (1872-1935).  
(Reverse) Notable architectural features include simple clapboard siding and clear arched windows. Members completed the interior, with Rev. F.B. Mayes (minister 1929-1949) as chief carpenter and Elder J.W. Logan in charge. The 1947-48 chancel arches were built by the craftsmen who built the U.S. Naval Hospital. In 1988 First Presbyterian gave funds and members to help found Sea Island Presbyterian Church.  
Sponsored by the Congregation, 2012

### **7-37**

#### **FIRST AFRICAN BAPTIST CHURCH**

*70 Beach City Rd., Hilton Head Island*

(Front) This church, organized in 1862, was first located in the town of Mitchelville, a freedmen's village established on Hilton Head by the United States Army. Rev. Abraham Murchinson, its first pastor, was a former slave. The congregation numbered about 120 members when it was organized in August 1862.  
(Reverse) The church moved to the Chaplin community after the Civil War and was renamed Goodwill Baptist Church. It moved to this site by 1898 and was renamed Cross Roads Baptist Church before retaking its original name; it is the mother church of five Beaufort County churches. The present building was built in 1966.  
Sponsored by the Congregation, 2012

### **7-38**

#### **FORT FREMONT**

*at Bay Point, 3/10 mi. from Land's End Rd., St. Helena Island*

(Front) These batteries, built by the U.S. Army in 1898 in response to the Spanish-American War, were part of Fort Fremont, which defended the coaling station and dry dock at the Port Royal Naval Station on nearby Parris Island. The fort, built 1898-99, was named for Maj. Gen. John C. Frémont (1813-1890), explorer, 1856 Republican presidential candidate, and Union Civil War general.  
(Reverse) The fort active 1898-1911, covered 170 acres and was manned by a Coast Artillery company numbering 112 men. It was armed with three 10" guns, two 4.7" guns,

and submarine mines. Fort Fremont, which never saw action, was decommissioned in 1911 and sold in 1930. Part of the fort was acquired by Beaufort Co. in 2004, and listed in the National Register of Historic Places in 2010.

Sponsored by the Beaufort County Historical Society, 2013

### **7-39**

#### **COMBAHEE RIVER RAID**

*at Steel Bridge Landing, U.S. Hwy. 17 N over the Combahee River at the Beaufort Co.-Colleton Co. line, Gardens Corner vicinity*

(Front) On June 1-2, 1863, a Federal force consisting of elements of the 2nd S.C. Volunteer Infantry (an African-American unit) and the 3rd Rhode Island Artillery conducted a raid up the Confederate-held Combahee River. Col. James Montgomery led the expedition. Harriet Tubman, already famous for her work with the Underground Railroad, accompanied Montgomery on the raid.

#### **FREEDOM ALONG THE COMBAHEE**

(Reverse) Union gunboats landed 300 soldiers along the river, and one force came ashore here at Combahee Ferry. Soldiers took livestock and supplies and destroyed houses, barns, and rice at nearby plantations. More than 700 enslaved men, women, and children were taken to freedom in perhaps the largest emancipation event in wartime S.C. Some freedmen soon enlisted in the U.S. Army.

Sponsored by the South Carolina Department of Transportation, 2013

### **7-40**

#### **FIRST AFRICAN BAPTIST CHURCH**

*601 New St., Beaufort*

(Front) This church, founded in 1865, grew out of an antebellum praise house for black members of the Baptist Church of Beaufort. During the Civil War, after the Federal occupation of the town, it hosted a school for freedmen. Rev. Arthur Waddell (1821-1895), its founding pastor, had come to S.C. from Savannah, Ga. In 1867 Rev. Waddell and two black ministers from Savannah formally organized this church.

(Reverse) In 1885 the congregation, with more than 900 members, built this "handsome and commodious" Carpenter Gothic church. Rev. Waddell continued to serve this church until he retired in 1894. At his death in 1895 First African Baptist was described as "one of the most aristocratic colored churches." Robert Smalls (1839-1915), Civil War hero, state legislator, and U.S. Congressman, was its most prominent member.

Sponsored by the Beaufort County Historical Society, 2013

### **7-41**

#### **GRAND ARMY OF THE REPUBLIC HALL**

*706 Newcastle St., Beaufort*

(Front) This building was built ca. 1896 by the David Hunter Post No. 9, Grand Army of the Republic (G.A.R.). The G.A.R., founded in 1866, was a fraternal society for veterans of the Union army and navy, with white and black posts. David Hunter Post was founded in 1888 by African-American veterans, many of them former slaves on Sea

Island plantations who had been soldiers in the United States Colored Troops in the Civil War.

(Reverse) The post was named for Gen. David Hunter (1802-1886), who had organized the nucleus of the 1st S.C. Volunteers (Colored) in 1862. Robert Smalls (1839-1915), Civil War hero, state legislator, militia general, and U.S. Congressman, was a post officer. The post hosted annual Decoration Day services at Beaufort National Cemetery and the Sons of Union Veterans of the Civil War continue that tradition.

Sponsored by the Beaufort County Historical Society, 2013

#### **7-42**

### **CHERRY HILL SCHOOL**

*210 Dillon Rd., Hilton Head Island*

(Front) This one-room frame school, built ca. 1937, was the first separate school building constructed for African-American students on Hilton Head Island. It replaced an earlier Cherry Hill School, which had held its classes in the parsonage of St. James Baptist Church. After the black community on the island raised funds to buy this tract, Beaufort County agreed to build this school.

(Reverse) This was an elementary school with one teacher, with an average of about 30 students. It had grades 1-5 when it opened in 1937, adding grade 6 the next school year. The black community helped pay for maintenance of the school and also supplemented teacher salaries. Cherry Hill School was listed in the National Register of Historic Places in 2012.

Sponsored by St. James Baptist Church, 2013

#### **7-43**

### **THE BURNING OF BLUFFTON**

*Bluffton*

(Front) Bluffton, an antebellum planters' summer village, was virtually abandoned by its seasonal and year-round inhabitants when Federal forces captured Beaufort and Port Royal in November 1861. Confederate forces used it as an outpost to watch Port Royal Sound and the Charleston & Savannah

RR. Early on June 4, 1863, an expedition of some 1,000 Federals landed at Hunting Island Plantation, then marched to Bluffton.

(Reverse) Confederate pickets raised the alarm but could not offer immediate resistance and the Federals surprised a small Confederate force camped on the May River. A brief skirmish ended when shells from a Federal gunboat drove the Confederates away. Federal infantry then burned some 40 houses and other outbuildings, about two-thirds of the village. The *Charleston Mercury* called the Federal raid on Bluffton "an outrage."

Sponsored by the Lowcountry Civil War Round Table, 2013

#### **7-44**

### **BETH ISRAEL SYNAGOGUE**

*401 Scott St., Beaufort*

(Front) Beth Israel (House of Israel) Congregation was founded and chartered in 1905. Beaufort's Jewish community dates before the American Revolution, but grew most rapidly from the 1880s to the 1930s as more families arrived from Eastern Europe. Services were held in private homes and later in the Masonic Hall on Bay St., with some ceremonial functions held in the Beaufort Arsenal on Craven St.

(Reverse) This frame synagogue was built by members of the congregation and dedicated in 1908, in ceremonies conducted by Rabbis J.J. Simonhoff of Charleston and George Solomon of Savannah. In 1910 the congregation bought a tract on Bladen St. for a cemetery that was established in 1912 and is still in use today. Founded as an Orthodox congregation, Beth Israel became a Conservative congregation in 1949. Sponsored by the Beaufort County Historical Society, 2013

#### **7-45**

##### **ST. PETER CATHOLIC CHURCH**

*corner of Carteret and Duke Sts., Beaufort*

(Front) This Greek Revival church, built in 1846, dedicated as "St. Peter the Apostle Church," is the oldest Catholic church in Beaufort County. Michael O'Connor (1798-1850), a native of Ireland who came to Beaufort in 1822, built it and deeded the church and lot to the bishop. Its first pastor was Rev. J.J. O'Connell (1821-1894), author of *Catholicity in the Carolinas and Georgia* (1879).

(Reverse) The brick wall was built in 1857 by local craftsman Franklin Talbird Jr. During the Civil War, the church housed a school for freedmen. The Gothic trefoil window was added in 1899. Though the parish moved to Lady's Island in 1987, this church has been used for special events since and was handsomely restored in 2012. The churchyard includes several fine examples of 19th and 20th century gravestone art.

Sponsored by the Beaufort County Historical Society, 2013

#### **7-46**

##### **DAUFUSKIE ISLAND**

*at the Beaufort County Boat Landing, Daufuskie Island*

(Front) This 5,200-acre island lies between the Cooper and New Rivers. Spanish and English explorers saw it in 1521 and 1663; English arrivals received grants ca. 1700. Indigo was the main crop before the American Revolution, when most planters here were Loyalists. Sea island cotton was the main crop after 1790. In 1861, when Union forces captured the sea islands, planters abandoned Daufuskie Island.

(Reverse) Freedmen during and immediately after the Civil War, and then their descendants, made up almost all of the population here until near the end of the 20th century. Many owned small farms or worked in the oyster industry. The island, listed in the National Register of Historic Places in 1982, is also part of the Gullah Geechee Cultural Heritage Corridor, designated by Congress in 2006.

Sponsored by the South Carolina Society Colonial Dames XVII Century, 2013