

COUNTY COUNCIL OF BEAUFORT COUNTY

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COUNTY ATTORNEY

SUZANNE M. RAINEY
CLERK TO COUNCIL

AGENDA NATURAL RESOURCES COMMITTEE

Monday, July 28, 2014
1:00 p.m.

Executive Conference Room, Administration Building
100 Ribaut Road, Beaufort

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 – 1:00 P.M.
2. CONSIDERATION / CHEROKEE FARMS DEVELOPMENT AGREEMENT
([ordinance](#)) ([agreement](#))
3. DISCUSSION / RURAL AND CRITICAL LANDS GREENPRINT MAP ([backup](#))
4. DISCUSSION / COMMUNITY DEVELOPMENT CODE PROPOSAL ([backup](#))
5. DISCUSSION REAPPOINTMENTS AND APPOINTMENTS
 - A. Historic Preservation Review Board
 - B. Planning Commission
 - C. Northern Corridor Review Board
 - D. Southern Corridor Review Board
 - E. Stormwater Management Utility Board
6. EXECUTIVE SESSION
 - A. Discussion of negotiations incident to proposed contractual arrangements and proposed purchase of property
7. ADJOURNMENT

2014 Strategic Plan: Committee Assignments

Community Development Code: Adoption
Comprehensive Plan for County-owned land: Inventory Use and Direction
Greenprint Map Update
Water Quality Office: Next Steps



2014 /

AN ORDINANCE TO APPROVE A DEVELOPMENT AGREEMENT BETWEEN CHEROKEE BEAUFORT, LLC, A SOUTH CAROLINA LIMITED LIABILITY COMPANY, AND THE COUNTY OF BEAUFORT, SOUTH CAROLINA PURSUANT TO SECTION 6-31-30 OF THE *CODE OF LAWS OF SOUTH CAROLINA*, 1976, AS AMENDED.

WHEREAS, the General Assembly of the State of South Carolina has enacted the “South Carolina Local Government Development Agreement Act” as set forth in Section 6-31-10 through 6-31-160 of the *Code of Laws of South Carolina*, 1976, as amended; and

WHEREAS, the Act authorizes local governments, including Beaufort County through its County Council, to enter Development Agreements with developers for the purpose of providing a continuous agreement for development of projects and for the protection and advance payments for the impact upon the citizens of Beaufort County.

NOW, THEREFORE, in consideration and pursuant to Section 6-31-10, of the *Code of Laws of South Carolina*, 1976, as amended, Beaufort County Council herein adopts this Ordinance, which is necessary to provide the authority to execute a Development Agreement with Cherokee Beaufort, LLC, a South Carolina Limited Liability Company, authorized to conduct business in South Carolina.

Adopted this ____ day of _____, 2014.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
D. Paul Sommerville, Chairman

APPROVED AS TO FORM:

Joshua A. Gruber, County Attorney

ATTEST:

Suzanne M. Rainey, Clerk to Council

First Reading:
Second Reading:
Public Hearing:
Third and Final Reading:

Walter J. Nester, III

wnester@mcnair.net
T 843.785.2171
F 843.686.5991

MEMORANDUM

Via E-mail Only (jgruber@bcgov.net)

TO: Joshua A. Gruber, Esq.

CC: Allison Coppage, Esq. (*via e-mail*)
Mr. Tony Criscitiello (*via e-mail*)

FROM: Walter J. Nester, III

DATE: July 2, 2014

RE: Development Agreement for Cherokee Farms
(Revisions to Page 10, version 9)
Our File No. 060462.00001

Josh:

Attached, please find a clean copy of Page 10 (version 9) of the above-referenced Development Agreement, which was revised pursuant to the Development Agreement Subcommittee's agreements on June 25th. I have also enclosed a blackline, which shows the recent revisions made, but am not including the entire document as only Page 10 has been revised.

Please let me know if this is acceptable. Upon your approval, I will forward the final version of the Development Agreement, together with all exhibits, to Sue Rainey so that it may be published in time for the July 28th Natural Resources Committee meeting.

Best regards.

WJN:llm:amb
Attachments

McNair Law Firm, P. A.
Shelter Cove Executive Park
23-B Shelter Cove Lane, Suite 400
Hilton Head Island, SC 29928

Mailing Address
Post Office Drawer 3
Hilton Head Island, SC 29938

mcnair.net

DEVELOPMENT AGREEMENT

FOR

CHEROKEE FARMS

BEAUFORT COUNTY, SOUTH CAROLINA

_____, 2014

BURTON DEVELOPMENT, LLC

planned unit development adjacent to the south of the Property and known as Habersham (hereinafter “**Habersham**” or the “**Habersham PUD**”), which amendment included additional property in the planned unit development while the Property was re-zoned to a Suburban zoning district; discussions with Beaufort County regarding designing the Property in the same manner or in a similar manner as Habersham; discussions and negotiations regarding the need for the submission of a planned unit development rather than re-zoning to a Suburban zoning district; and, various other related matters; and

WHEREAS, to better adhere to the aesthetic quality, connectivity and continuity between the Property and the adjacent Habersham PUD, Cherokee Investments has developed and submitted to the County a Unified Development Plan (the “**Unified Development Plan**”), attached hereto as Exhibit “B”, for the Habersham PUD and the Property (collectively hereinafter sometimes referred to as the “**Unified Development**”), which was approved by the County on October 30, 2013; and

WHEREAS, the County acknowledges and agrees that in the area of the Property, the character of the land: supports the development proposed by the Unified Development Plan; furthers the objectives of the Beaufort County Comprehensive Land Use Plan; increases the number of available lots; creates affordable housing opportunities for its citizens; improves traffic conditions; and, secures for its citizens a quality, well-planned and well-designed real estate development, while also increasing the County’s tax base; and

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

WHEREAS, the County finds that the Owner’s proposed development of the Property, as described in this Development Agreement and in the Unified Development Plan, is consistent with Beaufort County’s Comprehensive Land Use Plan and will further the health, safety, welfare and economic well-being of the County and its citizens; and

WHEREAS, Owner has proposed the construction of certain road infrastructure on and off the Property and has agreed to the dedication thereof to the County; and

WHEREAS, the proposed Development of the Property presents the County with an exceptional opportunity to receive public road system improvements; secures quality planning and a well-designed and constructed mixed use real estate development; enhanced protection of the environment; and, a strengthened and revitalized tax base; and,

WHEREAS, this Development Agreement is being made and entered into between the Owner and the County under the terms of the Act for the purpose of providing assurances to the Owner so that the Owner may proceed with Development of the Property according to the terms of this Agreement and as depicted in the Unified Development Plan without encountering future changes in law that may materially affect the Owner’s ability to develop the Property according to the terms of this Development Agreement and as depicted in the Unified Development Plan.

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 the County and the Owner by entering this Agreement, and to encourage well-planned development by Owner, the receipt and sufficiency of such consideration being hereby acknowledged, the County and Owner hereby agree as follows:

I. INCORPORATION

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

II. DEFINITIONS

In addition to the terms defined herein, the following terms shall be defined as follows:

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

“**Covenants**” means and refers to one (1) or more declaration of covenants and restrictions for all of or portions of the Property to be recorded in the Office of the Register of Deeds Office for Beaufort County, South Carolina, and all amendments and supplements thereto.

“**Density**” means the total number of residential dwelling units (“**Dwelling Units**”, as herein defined) or the total area of commercial square feet permissible for a specific parcel of the Property or for the Property as a whole under the terms of this Agreement, as context dictates. No other density requirements shall be applicable to the Property.

“**Develop**” or “**Development**” means the definition of development as set forth in the ZDSO (as defined herein).

“**Developer**” means the Owner, the master developer, Burton Development, LLC, and all successors in title or lessees of the Owner who undertake Development (as defined herein) of the Property or who have transferred Development Rights (also as defined herein).

“**Development Agreement Ordinance**” means all terms and conditions of this Development Agreement and all attachments hereto, including but not being limited to the Unified Development Plan and all narratives, applications, site development plans, standards, exhibits and applicable ordinances as the same may be hereafter amended by mutual agreement of the County and the 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 shall be hereby approved, ratified and adopted as binding upon the Property and the parties hereto by the approval of this Development Agreement.

“**Development Application**” or “**Initial Development Application**” means an application for the Development of individual portions or phases of the Property, being the concept (if required) or preliminary application (if required) for land development or subdivision referenced in Sections 106-369 and 106-370 of the ZDSO (as defined herein).

“**Development Rights**” means the Owner’s or Developer’s right to Develop the Property, or portions thereof, in accordance with the ZDSO (as defined herein), this Development Agreement and the Unified Development Plan.

“**DRT**” means Beaufort County’s Development Review Team or a similar planning review authorized and described in the ZDSO (as defined herein).

“**Dwelling Units**” means residential dwellings.

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

“**Impact Fees**” or “**Development Impact Fee**” means a payment of money imposed as a condition of approval for Development, as defined in Section 6-1-920(8) of the South Carolina Code of Laws, 1976, as amended.

“**Habersham Amended PUD**” means that certain planned unit development for Habersham, which was approved on December 9, 1996, as amended by that certain amendment thereto, which was approved on March 13, 2006.

“**ITE**” means Institute of Traffic Engineers.

“**Owner**” means Cherokee Beaufort, LLC, its successors and/or assigns.

“**Owners Association**” means an entity or entities formed pursuant to applicable law and/or restrictive land use covenants, which may be responsible for the construction and/or maintenance and/or upgrading of some or all of the infrastructure contemplated in this Development Agreement and the Unified Development Plan, to include, but not be limited to, some or all of the roads, common areas, water, sewer and stormwater management systems proposed to be constructed on or for the benefit of the Property.

“**Property**” means those certain parcels of land depicted on Exhibit “A” of the Development Agreement.

“**Term**” means the duration of this Agreement as set forth in Article III hereof.

“**Unified Development Plan**” means the document entitled “Habersham Unified Development Plan” as well as all exhibits and attachments thereto as approved by the DRT on October 30, 2013, and as the same may be modified or amended from time to time in accordance with this Development Agreement and the ZDSO (as defined herein).

“**ZDSO**” means the Zoning and Development Standards Ordinances (ZDSO) of Beaufort County adopted April 26, 1999, existing as of the Effective Date and attached hereto as Exhibit “H” 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 Development Agreement shall commence on the Effective Date and shall terminate five (5) years thereafter; or, if renewed and described herein, at the end of three (3) additional five (5) year periods. During the Term, the provisions of this Development Agreement shall be vested against any future changes to the ZDSO, Beaufort County law or ordinances and changes to any now existing or future airport overlay zoning district, including but not limited to any AICUZ noise zone or overlay district, which would affect the ability of Owner to carry out the Development contemplated in this Development Agreement and in the Unified Development Plan. Further, at the end of the third five (5) year period, 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 the completion of construction (the receipt of a certificate of occupancy) or construction that is underway (the receipt of applicable building or development permits)

of not less than twenty-five percent (25%) of the total Development proposed for the Property, as shown and depicted on the Unified Development Plan.

IV. DEVELOPMENT OF THE PROPERTY

The Property shall be developed in accordance with this Development Agreement and the Unified Development Plan. Certain provisions of the ZDSO may be interpreted, enhanced, supplemented or modified by this Agreement and the Unified Development Plan in accordance with Article XIV of this Agreement.

V. DEVELOPMENT SCHEDULE

The Property shall be developed generally in accordance with the Development Schedule, which is attached hereto as Exhibit "C" of this Agreement. The Development Schedule is an estimate, and may be modified to acknowledge market conditions, permitting requirements, or other considerations. It is acknowledged that the Property is anticipated to be developed in phases which include the Development of one (1) block of the Property at a time, in order to provide flexibility for the Owner and Developer to meet market demands.

In accordance with the Act, the failure of the Owner and Developer to meet the terms of the Development Schedule shall not, in and of itself, constitute a material breach of this Agreement, and shall be judged by the totality of circumstances, including, but not limited to, the Owner's and Developer's good faith efforts toward compliance with the terms of the Development Schedule and the Owner's and Developer's proof of good cause for modifying the Development Schedule. Further, the acceleration of the Development Schedule shall not constitute a material breach of this Agreement. It is expected that the actual Development of the Property may occur at a different pace, as determined in the sole reasonable discretion of Owner and based upon market conditions, and shall not constitute a default of this Agreement. In the future, the Owner or Developer may submit unilaterally to the County periodic adjustments to the Development Schedule, which shall not be considered an amendment or breach of this Agreement.

VI. DENSITY AND USE

Mixed use, residential and commercial Development of the Property shall be in accordance with the densities and uses as set forth in the approved Unified Development Plan.

VII. ACCESS

The Property shall be accessed by Cherokee Farms Road (S-83), which runs along the southern boundary of the Property, and by Joe Frazier Road (S-40) to the northeast, as approved and depicted in the Unified 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 Unified Development Plan.

VIII. INFRASTRUCTURE AND SERVICES

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

A. Roads/Facilities.

(i) **Private Roads.** Roads constructed within the Property may be constructed by the Owner and/or Developer, and shall be maintained by them and/or an Owners Association, or dedicated to other appropriate entities or the County, as provided in Article IX of this Agreement. Except as otherwise provided herein, the County shall not be responsible for the construction or maintenance of any private roads within the Property, unless the County specifically agrees to do so in the future.

(ii) **Public Roads.** The Property shall not have restricted access roads and shall be served by direct access to Joe Frazier Road (S-40) and Cherokee Farms Road (S-83) provided, however, that portions of the Property shall be Developed as separate housing and/or parking areas.

B. Potable Water. Potable water shall be provided to the Property by the Beaufort Jasper Water and Sewer Authority (“BJWSA”) on the same basis as is provided to other residents and businesses within the County. Each Owner or Developer shall construct, or cause to be constructed, all necessary water service infrastructure within the Property (or such applicable portion thereof), which shall be maintained by it or the provider of the service. The County shall not be responsible for any construction, treatment, maintenance or costs associated with water service to the Property, except as set forth herein, unless it otherwise agrees. Nothing herein shall be construed as precluding the County or other local governmental entity from providing potable water to its residents in accordance with applicable provisions of law.

C. Sewage Treatment and Disposal. Sewage treatment and disposal shall be provided by BJWSA on the same basis as is provided to other residents and businesses within the County. Each Owner or Developer shall construct, or cause to be constructed, all necessary sewer-related service infrastructure within the Property (or such applicable portion thereof), which shall be maintained by it or the provider of the service. The County shall not be responsible for any treatment, maintenance or costs associated with sewage treatment within the Property, except as set forth herein, unless it otherwise agrees. Nothing herein shall be construed as precluding the County or other local governmental entity from providing sewer services to its residents in accordance with applicable provisions of law.

D. Stormwater Drainage System. All stormwater runoff and drainage improvements within the Property shall be designed in accordance with the ZDSO and the most current edition available of the Beaufort County Best Management Practices manual, and best efforts shall be made to coordinate such stormwater runoff and drainage systems with the County’s master drainage program. All stormwater runoff and drainage system improvements shall be constructed by the Owner or Developer and maintained by the Owner, Developer and/or an Owners Association, except as otherwise contained herein. The County shall not be responsible for any construction or maintenance costs associated with the stormwater runoff and drainage systems solely within the Property, unless proper dedications and easements are granted in accordance with the ZDSO.

E. Solid Waste Collection. The County shall provide solid waste collection to the Property on the same basis as it provides to other residents and businesses within the County. The Owner acknowledges that the County does not currently provide waste disposal on an individual basis for single, multi-family or commercial developments or uses.

F. Utility Easements. The Owner shall furnish necessary easements for water, sewer, gas, electricity, telephone, cable television, and other utilities when the Owner determines that the same are required. Adequate easements for utilities shall be reserved by the Owner in the conveyances of

lots and parcels to be Developed. All utilities (except main electrical distribution lines) shall be installed underground.

G. Police Protection. The County shall provide police protection services to the Property on the same basis as it provides to other residents and businesses within the County. The Owner or a successor Owners Association may elect to provide private security services for all or a portion of the Property.

H. Recycling Services. The County shall provide recycling services to the Property on the same basis as it provides to the residents and businesses within the County. The County shall reserve the right to require that recycling materials generated from the Property comply with those standards promulgated by the County applicable to all residents and businesses within the County.

I. Emergency Medical Services. The County shall provide emergency medical services to the Property on the same basis as it provides to other residents and businesses within the County.

J. Fire Services. The County shall provide fire protection services to the Property on the same basis as it provides to other residents and businesses within the County; such services are currently provided by the Burton Township Fire District.

K. Library Services. The County shall provide library services to the Property on the same basis as it provides to other residents within the County.

L. School Services. The Beaufort County School District shall provide educational and school services to the Property on the same basis as it provides to other residents within the County.

M. AICUZ Requirements. Approximately 45.5 acres of the Property are located within AICUZ Noise Zone 2A (65-69 DNL), as defined in Appendix A1 of the ZDSO, Airport Overlay District, Section 3 *et seq.* No portion of the Property is located within any aircraft accident potential zone, as defined therein. In order to minimize the intrusion of noise into the proposed homes, Owner agrees that homes constructed within AICUZ Noise Zone 2A shall include construction measures, which should result in a 25db reduction of noise. Owner shall also notify any prospective purchaser of a property or lot within AICUZ Noise Zone 2A to comply with the notification requirements of Appendix A1, Section 4 of the ZDSO.

IX. FEES, DEDICATIONS, SYSTEM IMPROVEMENTS, CONVEYANCES, CREDITS AND RELATED AGREEMENTS

The following items are hereby agreed upon by the parties:

A. Impact Fees. Except as otherwise provided herein, Impact Fees which shall be payable to Beaufort County to support County infrastructure such as, but not limited to, fire, library, parks and roads, shall not be affected by this Agreement.

B. Dedications.

(i) Permissive. Except as otherwise contained herein, the County shall consider all requests to accept the dedication of any road or road right-of-way within the Property constructed to the standards contained in the Cherokee Farms Conceptual Master Plan approved on October 30, 2013 (the “Cherokee Farms Conceptual Master Plan”) or to the specific requirements of the

County contained in this Agreement. The County shall also consider a request to take ownership of any drainage systems by dedication.

(ii) **No Implied Dedication.** The recording of a final plat or a plan subdividing any portion of the Property shall not constitute an offer to deed or dedicate any or all streets and rights-of-way shown thereon to the County, unless the plat or plan specifically and expressly makes such an offer, which offer is accepted by the County.

C. **System Improvements.**

(i) **Joe Frazier Road.** Beaufort County acknowledges the need for future improvements to Joe Frazier Road to accommodate new development and improved pedestrian access; and Impact Fees are the major revenue source for costs incurred by the County for such improvements. As depicted in the Unified Development Plan, the Owner has proposed and completed the design and engineering of a round-a-bout to access the Property directly from Joe Frazier Road. The engineering plans for the round-a-bout, prepared by Davis & Floyd, Inc., are attached hereto as Exhibit “D” (the “Joe Frazier Road Round-a-bout”). The Joe Frazier Road Round-a-bout also benefits Burton Wells Park by providing an improved entrance, an adjacent fire station, and other nearby residential developments. Owner shall assign to the County the engineering plans and any rights thereto, as well as fee title for any portion of the real property it owns, which portion is reasonably necessary or appropriate for the construction of the Joe Frazier Road Round-a-bout. Construction of the Joe Frazier Road Round-a-bout shall occur as set forth in Article IX (C) (iv) (a) below.

(ii) **Cherokee Farm Road.** The Property is also accessed and bounded to the south by Cherokee Farms Road (S-83) as depicted in the Unified Development Plan. Owner shall improve Cherokee Farms Road with the addition of on-street parking, street landscaping and trees, and such improvements shall be constructed in accordance with the standards contained in the Cherokee Farms Conceptual Master Plan. All such improvements (the “Cherokee Farms Road Improvements”) shall adhere to applicable road and right-of-way construction standards. To the extent that all or any portion of Cherokee Farms Road is not owned by the County or the State of South Carolina, the same shall be dedicated to and accepted by the County.

(iii) **Intersection of Joe Frazier Road and Cherokee Farms Road.** The existing intersection at Cherokee Farms Road and Joe Frazier Road (the “Intersection”) shall be reconfigured and aligned at a 45-degree angle. The Owner has proposed and completed the design and engineering of improvements to this intersection which engineering and designs were prepared by Davis & Floyd, Inc., and are attached hereto as Exhibit “E” (the “Joe Frazier Road and Cherokee Farms Road Intersection Redesign”). The improvement creates a turning lane that improves traffic flow and also corrects intersection alignment as depicted in the Unified Development Plan. Owner shall assign to the County the engineering plans and any rights thereto, as well as fee title for any portion of the real property it owns, which portion is reasonably necessary or appropriate for the construction of the improvements depicted in the Joe Frazier Road and Cherokee Farms Road Intersection Redesign (the “Intersection Improvement”). Construction of the Intersection Improvement shall occur as set forth in Article IX (C) (iv) (c) below.

(iv) **Timing.** The System Improvements shall be constructed as described below:

(a) **Joe Frazier Road Round-a-bout.** The Joe Frazier Road Round-a-bout shall be constructed as provided in this Article IX (C) at such time the County deems the round-a-bout necessary and sufficient funds become

available from the Road Impact Fees, which may be used for System Improvements.

(b) Cherokee Farms Road Improvements. The Cherokee Farms Road Improvements shall be constructed by and at the expense of the Owner and dedicated to the County prior to the expiration of the Term of this Agreement but only if the Development proposed in the Unified Development Plan is commenced.

(c) Intersection of Joe Frazier Road and Cherokee Farms Road. This intersection shall be improved upon the earlier of:

- A.** A date, which is after the first building permit is issued by the County for Development for all or any portion of the Property, which the County deems necessary and appropriate to commence the Intersection Improvement, and, a traffic analysis or study prepared in accordance with the standards of the ITE recommends the construction of the Intersection Improvement prior to the date sufficient funds become available from the collection of Road Impact Fees which may be used for this System Improvement and no other alternative source of funding is available (i.e. derived from sales tax increases for transportation projects). Then, upon not less than thirty (30) days' prior written notice to the Owner, the County may cause the construction of the Intersection Improvement with its own funds, and the Owner shall be responsible for and shall pay not more than the interest expense for the use of such funds for a period of three (3) years or for a total cost of Fifty Thousand and No/100 Dollars (\$50,000.00), whichever is less;
- B.** The date, which the County deems necessary and appropriate to commence the Intersection Improvement, when sufficient funds have become available from the collection of Road Impact Fees which may be used for this System Improvement without any cost or liability to the Owner;
- C.** The date when the total number of Dwelling Units in the Unified Development Plan exceeds 1,000;
- D.** The date of the commencement of the construction of a school by the Developer upon the school site located within the Habersham Unified Development Plan;
- E.** The date of the issuance of the development permit by the DRT permitting the 84-unit multi-family phase of Habersham Amended PUD Tract; or
- F.** January 1, 2025.

D. Credit for System Improvements. The County agrees that the Owner or Developer shall receive a credit for Impact Fees against the cost of and up to the total value of the Joe Frazier Road Round-a-bout, the Joe Frazier Road intersection upgrade and the Cherokee Farms Road Improvements (herein collectively the “System Improvements”). The total value of the System Improvements shall equal the cost of the design, engineering, planning and construction, except any construction of any System Improvements undertaken by the County in accordance with this Agreement. In the event the information submitted is deemed by the County to be inaccurate or unreliable, the County may prepare and provide to Owner or Developer alternative design, engineering and planning cost estimates. If the alternative cost estimates are deemed by the Owner to be inaccurate or unreliable, a third party shall be hired at the shared expense of the Owner and the County to develop cost estimates. Upon approval of this Development Agreement, all Impact Fees collected from any residential or commercial uses within any portion of the land subject to the Unified Development Plan shall be deposited into and held in a separate account that has been established by the County to be used to refund the Owner or the County, as the case may be, for the cost of constructing System Improvements when such System Improvements are constructed as described in this Agreement. The Owner or the County shall construct the System Improvements at such time described in Article IX (C) (iv). If constructed by the Owner, Owner shall be reimbursed with the Impact Fees collected. If the Joe Frazier Road Round-a-bout is constructed and completed through any means other than described above, all Impact Fees collected and being held by the County may be used to pay for the project or redistributed into the County's Capital Improvements Program. If, for any reason, the County deems any of the System Improvements unwarranted, the Owner shall be relieved of any responsibility as previously set forth in this Development Agreement, and all previously earmarked funds shall be redistributed into the County's Capital Improvements Program.

E. Access. The Owner agrees to cooperate with the appropriate governmental entities in locating and dedicating to the County, or its assigns, sufficient rights-of-way on the Property, in order to construct the access point improvements as depicted in the Unified Development Plan.

F. Other Charges or Fees. Nothing herein shall be construed as relieving the Owner, its successors and assigns, from payment of any such fees or charges in effect at the time of collection as may be assessed by entities other than the County. Moreover, the Owner, its successors and assigns, shall be subject to the payment of any and all present or future fees enacted by the County that are of County-wide application and that relate to processing applications, development permits, building permits, review of plans, or inspections or other matters, other than Development Impact Fees.

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

H. Landscaping. The Owner or Developer shall, at its own expense, install landscaping as generally depicted in the “Joe Frazier Road Round-a-bout Landscape Plan” attached hereto as Exhibit “F”. The Owner, its successors and assigns shall be responsible for and shall maintain landscaping of both the Joe Frazier Road Round-a-bout and the intersection realignment.

X. PERMITTING PROCEDURES

A. Development Applications for the individual parcels or tracts, or portions or phases thereof, shall be submitted to the DRT for processing under the provisions of this Agreement. It is acknowledged that the Property is anticipated to be developed in multiple phases which includes the Development of one (1) block of the Property at a time, in order to provide the Owner or Developer flexibility to meet market demands. Developer has conducted traffic studies and created a master plan for

the entire Property. Separate traffic studies shall not be required for individual residential phases of Development. Development Rights to the land encompassed by an Initial Development Application or master plan may be transferred to any other portion of the Property, or to another Developer of the Property, provided that such does not increase the proposed ranges of densities and intensities beyond that which would otherwise be allowed under the provisions of this Agreement. Such transfer of Development Rights shall require written notice to the County and written acknowledgment by the DRT, as set forth below, and which shall not be unreasonably withheld. The Unified Development Plan, which generally allocates building types, may be modified to accommodate market conditions, subject to the overall density and use maximums set forth in the ZDSO and in this Agreement.

B. The County agrees that the Owner shall have the unlimited right to phase the Development of the Property in accordance with the Development Schedule.

C. The County agrees to use its best efforts to review in an expeditious manner all reviews contemplated by or required by the ZDSO, including but not limited to land use changes, Development applications, and plats and subdivisions for the Development of the Property. The Owner may submit these items for concurrent review by Beaufort County and other governmental authorities.

D. The County agrees that the Property is approved and fully vested for intensity, commercial density, Impact Fees, uses and height, setbacks, and parking and signage, and shall not have any obligations for onsite or offsite transportation or other facilities or improvements other than as specifically provided in this Agreement, but shall adhere to the Unified Development Plan as modified or amended from time to time. The County shall not impose additional obligations or regulations in connection with the ownership or Development of the Property, except in accordance with the procedures and provisions of Section 6-31-80 (B) of the Act, which Owner shall have the right to challenge.

XI. PROTECTION OF ENVIRONMENT AND QUALITY OF LIFE

Contained herein are those conditions, terms, restrictions or other requirements determined to be necessary by the County for the public health, safety and welfare of its citizens. Specifically, the County considers the protection of the natural environment and nearby waters and the preservation of Beaufort County's character and unique identity to be mandatory goals and to be achieved without compromise. The Owner shares this commitment and therefore agrees to the following:

A. Stormwater Quality. A primary goal of the County is the protection of the quality of nearby waters. The Owner and Developer shall be required to abide by all provisions of Federal, State and County laws and regulations for the handling of stormwater, including those established by the Department of Health and Environmental Control, the Office of Ocean and Coastal Resource Management, and their successors. In order to protect water quality of the rivers, the Owner agrees to prepare a master plan of the stormwater drainage systems, as defined in the ZDSO for all or any portion of the Property, for each Initial Development Application; to construct stormwater drainage systems in accordance with the approved master plan; and, to maintain the stormwater drainage systems ensuring proper operation and function. In order to meet the water quality and anti-degradation goals which are impacted by the amount of impervious surfaces, the Owner, its successors and assigns commit to design stormwater management systems in accordance with the County's current Best Management Practices ("BMP's"). Further, Owner agrees to provide BMP's for pre-treatment, including supplemental open space (in accordance with the most current edition available of the Beaufort County Storm Water Best Management Practices manual, required by engineering design and calculations. In addition to the water quality safeguards committed to above by the Owner, notwithstanding Article IX hereof, the Owner and Developer shall adhere to any and all future ordinances or regulations of the County (or portions thereof) governing detention, filtration, and treatment of stormwater provided those ordinances and

regulations apply County-wide and are consistent with sound engineering practices. It is specifically agreed, however, that any such ordinances of the County that directly or indirectly affect the setback, buffer or open space requirements permitted pursuant to the ZDSO and/or this Agreement shall not be applicable to the Owner, the Developer and the Property without the Owner's and Developer's express written consent thereto; provided, however, that open space requirements may be modified as a result of specific implementation requirements for future stormwater management BMP's related to detention and treatment of stormwater that are applicable County-wide and are consistent with sound engineering practices, unless such change in requirements is less than twenty percent (20%) and the appropriate increase in density/intensity is granted by the County to provide for no net loss of density or space.

B. Covenants. The Owner may record restrictive real property covenants that run with the Property that shall govern such matters as architectural control, permitted uses, setbacks, landscaping, trees, exterior lighting, pets and wildlife, maintenance of common areas or open space, and which shall specifically prohibit unsightly activities. The provisions of the covenants for portions of the Property may differ from the covenants applicable to the other portions of the Property.

C. Tree Protection. Except for lands used for silviculture, if any, which shall be controlled by State regulations and Beaufort County's BMP's, Owner, its successors and assigns, including the Developer, shall comply with the provisions of ZDSO appertaining to trees.

D. Legal Status of Workers. The Owner and the County recognize the importance of having legal workers undertake construction and other work on the Property only. Provided such is lawful, the Owner agrees to supplement current County and State laws by requiring all contractors and subcontractors to sign sworn affidavits stating that: (i) all workers in its employ have been verified as to legal status; and, (ii) that to the best of its knowledge, after reasonable diligence, the contractor and subcontractor has verified such legal status. Additionally, provided such is lawful, construction sites shall be posted with notices providing legal status requirements and providing that verification of status may be demanded on the construction site at any time by the Owner, Developer, secondary Developers and/or the County. Any provision of this Section D may be altered with consent of the County Administrator to reflect evolving legal and policy decisions on this subject without formal amendment hereto.

XII. COMPLIANCE REVIEWS

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

XIII. ASSIGNMENT AND TRANSFERS

A. Notice of Assignment. Owner shall be required to notify Beaufort County, in writing, as and when Development Rights are transferred to any Developer or successor Owner. 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.

B. Release After Assignment. In the event that the sale or other conveyance of all or a portion of the Property has been deemed to be compliant with this Agreement, the transferring Owner shall be released from any further obligations with respect to the Property being transferred, and the transferee shall, under this Agreement, be considered to be a substitute for the Owner for the Property transferred.

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

XIV. EFFECT OF FUTURE LAWS AND CHANGES TO THE ZDSO

A. Vested Rights. Beaufort County acknowledges that the Owner and Developer are relying upon this Agreement, and agrees that Owner and Developer shall have vested rights to undertake Development of all or any portion of the Property, as depicted in the Unified Development Plan and in accordance with the terms and conditions contained herein. Accordingly, Beaufort County agrees that the Owner's and Developer's reliance upon the terms and conditions contained herein shall create vested rights to undertake Development of all or any portion of the Property in accordance with this Development Agreement.

B. Future Laws. Any amendment or modification to the ZDSO, including any new or successor zoning and development standards ordinances adopted by Beaufort County, shall not be applicable to the Property without the Owner's express prior written consent, except as otherwise provided herein, provided that 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: (a) are not in conflict with laws governing this Agreement and do not prevent the Development contemplated in this Agreement; (b) are essential to public health, safety or welfare, and the subsequently adopted laws expressly state that they apply to the Development of the Property; and, (c) are specifically anticipated and provided for in the Development Agreement; and provided that: (i) 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, such conditions would pose a serious risk to the health, safety and welfare of its citizens; or (ii) the Development Agreement is based on substantially inaccurate information supplied by Owner. Owner and Beaufort County acknowledge that a portion of the Property is located within AICUZ Noise Zone 2A and that boundaries and restrictions may change for AICUZ noise zones. In the event such changes are proposed, which apply to all or any portion of the Property, the Owner and the County each agree to work together in good faith to alleviate the impact of such changes on the Property. In no event, however, shall the Owner be required to reduce or transfer density as shown in the Unified Development Plan, without the written consent of the Owner. Owner shall, however, continue to provide to purchasers of all or any portion of the Property, proper AICUZ Noise Zone Disclosure Forms as required by current or subsequent laws, and shall be bound by all current and future noise attenuation requirements for construction.

C. Future Laws of General Application. 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 the County. No future development and/or aid to construction, Impact Fees or special assessments shall apply to the Property without the written consent of the Owner.

XV. DEFAULTS

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, that no termination of this Development Agreement may be declared by the County without the County providing to the Owner and 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 individual stop work orders or voiding specific permits issued for Development when such Development contravenes the provisions of the ZDSO or this Development Agreement.

A default of the Owner shall not constitute a default by the Developer; and a default by the Developer shall not constitute a default by the Owner; nor shall a default by one Owner or Developer constitute a default of the Owners collectively.

XVI. MODIFICATION OF AGREEMENT

This Development Agreement may be modified or amended only by the written agreement of the County and the 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.

If an amendment affects less than all the persons and entities comprising the Owner(s), then only the County and those affected persons or entities shall sign such written amendment. Because this Agreement constitutes the Unified Development Plan for the Property, minor modifications to a site plan or to Development provisions may be made without a public hearing or amendment to the Development Agreement Ordinance. 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. Wherever said consent or approval is required, the same shall not be unreasonably withheld.

The plans for Development of the Property are not intended to be a rigid, nor exact. The location of roads, buildings, recreational amenities and other elements may vary at the time of permit applications when more specific designs are available, as long as the maximum densities set forth herein and the general concept of residential/commercial Developments suggested is followed and respected.

XVII. 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 party at the address set forth below or to such other address as such party may from time to time direct by written notice given in the manner herein prescribed. 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 as follows:

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

With Copy To: Beaufort County Legal Department
c/o Joshua A. Gruber, Esquire
Post Office Drawer 1228
Beaufort, SC 29901-1228

And to Owner: Burton Development, LLC
c/o Cherokee Beaufort, LLC
Attn: Mr. Robert Turner
22 Market Street
Beaufort, SC 29906

With Copy To: McNair Law Firm, P.A.
Post Office Drawer 3
Hilton Head Island, SC 29938
Attn: Walter J. Nester, III

XVIII. GENERAL

A. Subsequent Laws. In the event that 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 Law” or “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, those parties designated by the Owner, the Developer and the County shall meet and confer in good faith in order to agree upon such modification or suspension based on the effect such New Law would have on the purposes of 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, the Developer and the 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 Owner, the Developer and the County 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, identify those amendments;
- (iii) whether, to the knowledge of such notifying 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 notifying 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.

C. **Entire Agreement.** This Agreement sets forth, and incorporates by reference all of the agreements, conditions and understandings among the County, the Owner and the 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 Owner, the Developer or the County or between the Owner(s), or the Owner and any 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.

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.** Other than as defined herein, no other rights, obligations, duties or responsibilities devolved by this Agreement on or to the Owner, Developer or the County shall be 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. **Eminent Domain.** Nothing contained in this Agreement shall limit, impair or restrict the County's right and power of eminent domain under the laws of the State of South Carolina.

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

XIX. STATEMENT OF REQUIRED PROVISIONS

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

convenient reference. The numbering below corresponds to the numbering utilized under Section 6-31-60(A) for the required items:

1. **Legal Description of Property and Legal and Equitable Owner.** The legal description of the Property is set forth in Exhibit "A", attached hereto. The current legal Owner of the Property is Cherokee Beaufort, LLC.

2. **Duration of Agreement.** The duration of this Agreement shall be five (5) years, with three (3) five (5)-year renewal terms.

3. **Permitted Uses, Densities, Building Heights and Intensities.** A complete listing and description of permitted uses, Dwelling Unit densities, building intensities and heights, as well as other Development related standards, are contained in this Agreement.

4. **Required Public Facilities.** The utility services available to the Property are described generally above regarding electrical service, telephone and solid waste disposal. The mandatory procedures of the ZDSO and this Agreement, and/or the use of Development Impact Fees, fees in lieu, or other funding sources at the County's option shall ensure availability of roads, schools, parks and utilities to serve residents on a timely basis.

5. **Dedication of Land and Provisions to Protect Environmentally Sensitive Areas.** All relevant State and Federal laws shall be fully complied with, in addition to the provisions set forth in this Agreement. Where required by State or Federal law, protective buffers for wetlands shall be created.

6. **Local Development Permits.** The Development is set forth in the Unified Development Plan, and must comply with the ZDSO. Specific permits shall be obtained prior to commencing Development, consistent with the standards set forth in the ZDSO. Building permits shall be obtained under County Ordinances for any vertical construction, and appropriate permits shall be obtained from the State of South Carolina (OCRM) and the Army Corps of Engineers, when applicable, prior to any impact upon salt or freshwater wetlands. It is specifically understood that the failure of this Agreement to address a particular permit, condition, term or restriction shall not relieve the Owner, its successors and assigns, of the necessity of complying with the law governing the permitting requirements, conditions, terms or restrictions.

7. **Comprehensive Land Use Plan and Development Agreement.** The Development permitted and proposed hereunder is consistent with the Beaufort County Comprehensive Land Use Plan and with the County's current land use regulations.

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

9. **Historical Structures.** No specific terms relating to historical structures shall be pertinent to this Development Agreement. All historic structures and issues shall be addressed through the permitting process of the ZDSO at the time of Development; and no exception from any existing standard shall be hereby granted.

Exhibit A

Property Description



CHEROKEE FARMS

EXISTING CONDITIONS

The following section is intended to supply detailed information on the existing conditions of the Cherokee Farms Project.

A. Current Ownership

Cherokee Beaufort, LLC currently owns the Cherokee Farms Tract. The Owner and the Applicant have entered into a joint venture agreement. Upon approval of a Development Agreement, Cherokee Beaufort, LLC will transfer ownership of the Tract to the joint venture, Burton Development, LLC.

B. Location and Adjacent Property Owners

The 104.85 acre site, referred to as Cherokee Farms, is located on Port Royal Island in the Burton community and is bounded on the north by a number of small, single family subdivisions, on the south by the Habersham PUD, on the east by Joe Frazier Road and the former Bellamy Farms site and on the west by single family residential and undeveloped land.

The predominant use of property north, east and west of the site is single family residential. The most predominant neighbor, on the southern border of the site, is the Habersham PUD. There are several small undeveloped land parcels immediately northwest and southeast of the Cherokee Farms Phase. The largest undeveloped land parcel is the Burlington Plantation PUD, which is west of the site and fronts Cherokee Farms Road.

The precise location of all of the individual property owners is detailed on the Boundary Survey.

C. Current Zoning

The Cherokee Farms Phase is part of Official Land Use Zoning Map 100-27 and is specifically identified as District 100, Map 27, Parcels 13 and 13A. The current zoning classification is Suburban (S).

D. Boundary Survey

A boundary survey is attached and includes the following information:

- 1) Computed Acreage
- 2) Control Points, Dimensions and Coordinate Data
- 3) Existing Roads and Easements
- 4) Adjacent Property Owners
- 5) FEMA Zones



CHEROKEE FARMS

E. Topographical Survey

Beaufort Surveying has completed a topographical survey of the property. There is currently a 9-acre active farm, which will remain in place as part of the development plan. There are no other infrastructure improvements on the property. Elevations vary from over 33 feet above sea level to 12 feet along the isolated freshwater wetlands at the northwest corner of the property. The existing drainage pattern is limited to natural sheet flow that runs to a series of agricultural drainage ditches.

F. Soils

The soils inherent to the Cherokee Farms Phase are Wando, Coosaw, Murad, Seabrook and Tonges.

G. Natural Resources Survey

The last known use of the property was agricultural, and therefore, a large part of Cherokee Farms has been cleared by previous owners. In general, what tree canopy there is on the property is limited to the isolated freshwater wetlands at the northwest corner of the property. Young native over story specimens such as white oak, water oak, southern magnolia and pignut hickory can be found on certain sections of the property. However, the dominant vegetation on the site is an under-story of dense tangle of brambles, vines and shrubs. A more detailed discussion of the forest type occurring on the Cherokee Farms Phase is included in the threatened and endangered species report. Except for the area at the northwest corner of the property, the environmental consultant has also concluded that there are no major stands of trees that would be classified as protected natural areas under the Beaufort County Development Standards. The isolated freshwater wetlands on the property were previously delineated and categorized in 2002 and were previously reviewed by Beaufort County as part of the Suburban rezoning of Cherokee Farms in 2006. The delineation has since been renewed for another 5 years.

H. Delineated Wetlands

An analysis of the freshwater wetlands was previously performed by Soil and Wetlands Consulting and recently updated. The extent of the wetlands has been delineated and is depicted on the wetlands survey. Specifically, there are two freshwater wetlands, .71 acres of jurisdictional wetlands and 4.20 acres of non-jurisdictional wetlands. A letter from the U.S. Army Corps of Engineers – Charleston District, dated December 31, 2002, represents the final determination of wetlands on the property. The South Carolina Department of Health and Environmental Control (Office of Ocean and Coastal Resource Management) has also provided a wetlands determination letter. The Applicant does intend to impact and improve the 4.20 acres of non-jurisdictional wetlands and has done a wetlands mitigation plan. The .71 acres of jurisdictional wetlands will be preserved.



CHEROKEE FARMS

I. Threatened and Endangered Species

A Threatened and Endangered Species Report has been completed by Simkins Environmental Consulting. The survey concluded that there is no presence or likely presence of any threatened and endangered species on the Cherokee Farms Phase.

J. Archeological Survey

The Cherokee Farm property has already been evaluated by Beaufort County's Historic Preservationist. The Historic Preservationist issued a letter dated January 5, 2005 stating that no archeological resources will be affected by the development of the property. However, as required, the Applicant will cease work if archaeological or paleontological materials are encountered prior to or during construction.

K. Marine Corps Air Station – AICUZ Zone

A portion of the Cherokee Farms Phase is located in the MCAS Runway 05 approach corridor. Approximately 45.5 acres of the 104.85 acre site is situated within AICUZ noise zone 2a (65 to 70 DNL). A diagram that approximates the extent of the noise zone is attached. The Liaison Office has previously issued a findings letter as part of the Suburban rezoning of Cherokee Farms in March 2006.

On February 1, 2007, the Applicant, Planning Director and Assistant Planning Director met with the Liaison Officer for the MCAS. The purpose of this meeting was to discuss the new zoning standards for the MCAS Overlay District (which were adopted in December 2006), and its potential impact on the Cherokee Farms project. Pursuant to Appendix A1 - Section 5(d) of the Beaufort County Zoning and Development Standards Ordinance, the new ordinance states that single family residential development within noise zone 2a (DNL 65 to 70) shall not be permitted at a gross density that exceeds two dwelling units per acre. The Master Plan for the Cherokee Farms Phase does meet these standards.

L. FEMA Zones

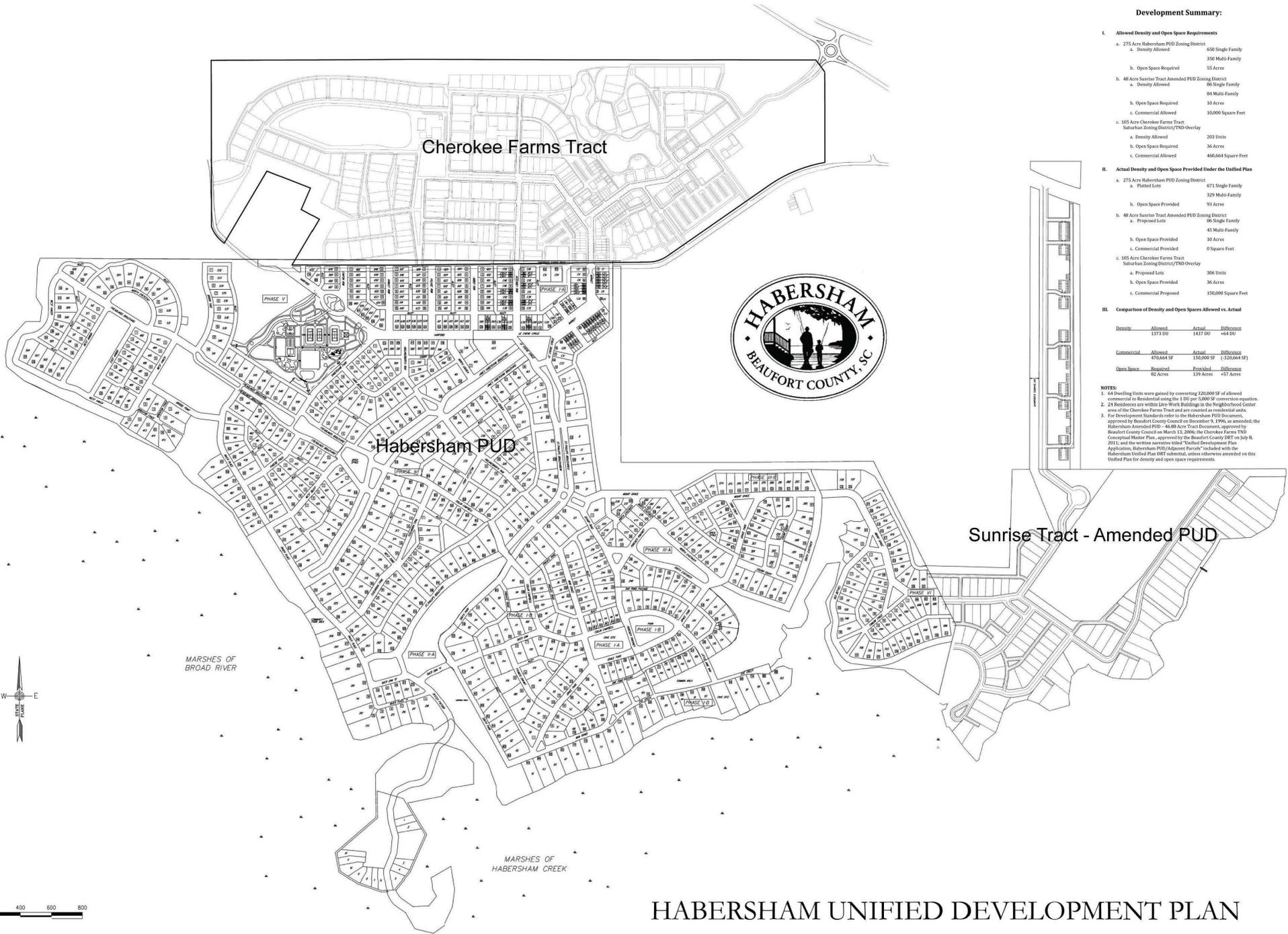
According to the Flood Insurance Rate Map (Community Panel # 450025-0065-D Index Dated September 29, 1986), there are two FEMA zones on the Cherokee Farms Phase. The two zones include Zone C (minimal hazard) and Zone A9 (subject to a 100-year flood event). All habitable structures and other qualifying facilities within Zone A9 must be constructed above an elevation of 13 feet mean sea level.

M. Easements

There are no known easements that affect the Cherokee Farms Project.

Exhibit B

Unified Development Plan
(for Habersham PUD and Property)



Development Summary:

- I. Allowed Density and Open Space Requirements**
- a. 275 Acre Habersham PUD Zoning District
 - a. Density Allowed: 650 Single Family, 350 Multi-Family
 - b. Open Space Required: 55 Acres
 - b. 48 Acre Sunrise Tract Amended PUD Zoning District
 - a. Density Allowed: 85 Single Family, 84 Multi-Family
 - b. Open Space Required: 10 Acres
 - c. Commercial Allowed: 10,000 Square Feet
 - c. 105 Acre Cherokee Farms Tract Suburban Zoning District/TNO Overlay
 - a. Density Allowed: 203 Units
 - b. Open Space Required: 36 Acres
 - c. Commercial Allowed: 466,664 Square Feet

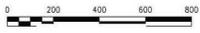
- II. Actual Density and Open Space Provided Under the Unified Plan**
- a. 275 Acre Habersham PUD Zoning District
 - a. Planned Lots: 671 Single Family, 329 Multi-Family
 - b. Open Space Provided: 91 Acres
 - b. 48 Acre Sunrise Tract Amended PUD Zoning District
 - a. Proposed Lots: 95 Single Family, 81 Multi-Family
 - b. Open Space Provided: 10 Acres
 - c. Commercial Provided: 0 Square Feet
 - c. 105 Acre Cherokee Farms Tract Suburban Zoning District/TNO Overlay
 - a. Proposed Lots: 306 Units
 - b. Open Space Provided: 36 Acres
 - c. Commercial Proposed: 150,000 Square Feet

III. Comparison of Density and Open Spaces Allowed vs. Actual

Density	Allowed	Actual	Difference
	1373 DU	1437 DU	+64 DU
Commercial	Allowed	Actual	Difference
	470,664 SF	150,000 SF	(320,664 SF)
Open Space	Required	Provided	Difference
	82 Acres	139 Acres	+57 Acres

NOTES:

- 64 Dwelling Units were gained by converting 320,000 SF of allowed commercial to residential using the 1:80 per 4,000 SF conversion equation.
- 29 Residences are within Live-Work Buildings in the Neighborhood Center area of the Cherokee Farms Tract and are counted as residential units.
- For Development Standards refer to the Habersham PUD Document, approved by Beaufort County Council on December 9, 1996, as amended; the Habersham Amended PUD - 46.88 Acre Tract Document, approved by Beaufort County Council on March 12, 2006; the Cherokee Farms TNO Conceptual Master Plan, approved by the Beaufort County CRT on July 8, 2011 and the website narrative titled "Unified Development Plan Application, Habersham PUD/Adjacent Parcels" included with the Habersham Unified Plan DPT submittal, unless otherwise amended on this Unified Plan for density and open space requirements.



HABERSHAM UNIFIED DEVELOPMENT PLAN



HABERSHAM UNIFIED DEVELOPMENT PLAN PROJECT NARRATIVE (APPLICATION)

I. APPLICANT INFORMATION

Robert J. “Bob” Turner and **Stephen Davis** are the principals of Cherokee Investments, LLC as well as the town founders of the Habersham neighborhood. As agents of the Rentz family, Messieurs Turner and Davis have worked together for over sixteen years in a variety of roles with other development companies and partnerships in Beaufort County.

Stephen Davis is also a Manager and Development Consultant with the prestigious engineering firm of Davis and Floyd. Stephen has worked along side a number of respected developers throughout South Carolina and thus, has gained valuable insight into the development process. While working on projects in environmentally pristine areas of Beaufort such as Spring Island, Brays Island and Newpoint, Stephen has developed a unique skill set in the areas of storm water management, preservation of water quality and alternative engineering methods.

For a number of years, Bob Turner was the Development Manager for Spring Island and Callawassie Island. In 1992, Mr. Turner struck out on his own as a Managing Partner of the Newpoint community, a new urbanist project, which quickly gained national recognition and honors for its traditional design and architecture. As Newpoint neared completion, Mr. Turner led a partnership that developed in-fill residential and commercial sites for the Town of Port Royal, South Carolina. Today, Mr. Turner is the primary development manager for the Habersham project.

II. PROJECT INTRODUCTION

Cherokee Investments, LLC (hereinafter, referred to as the “Applicant”) is pleased to submit this application for a Unified Development Plan that combines several tracts of land with a singular intent. An 104.85 acre tract (hereinafter, referred to as “Cherokee Farms Tract”) adjoins the northern edge of the present-day Habersham Tract. An additional 46.88 acre tract lies to the immediate east of the Habersham Tract and is referred to as the Sunrise Tract. A location map of the three tracts is included. Although the Cherokee Farms Tract is not part of the Habersham PUD, the Applicant plans to develop the Cherokee Farms project in such a way that it interconnects and blends seamlessly with the existing design elements and development standards of the Habersham neighborhood. The Applicant is seeking Approval for a Unified Development Plan consisting of the Habersham Tract, Sunrise Tract-Amended PUD, and the Cherokee Farms Tract, which would allow a more cohesive overall residential density and appropriate amount of commercial square footage.

A. History of the Habersham Development

On June 11, 1997, the Beaufort County Council ratified the Applicant’s request for a change of zoning for 275.1 acres located along the northern marshes of the Broad River at its confluence with Habersham Creek. However, this “change” represented a significant departure from the suburban cul-de-sac design that was initially approved for the site in 1988. In essence, the old design was supplanted by New Urbanism – which is a traditional village format of walkable, mixed-use, neighborhoods. Since the “change”, the Applicant has pursued a development strategy that places a major emphasis on designing and building both a quality private and public realm. The Habersham neighborhood has received numerous design awards (including the Platinum award for “Best Neighborhood in America” from The National Association of Home Builders) as well as plaudits from some of the nation’s most influential



HABERSHAM UNIFIED DEVELOPMENT PLAN PROJECT NARRATIVE (APPLICATION)

magazines and newspapers. In March 2006, Habersham added a second phase to the project by rezoning 46.88 acres located along Habersham Creek to PUD Zoning District (hereinafter, referred to as the "Sunrise Tract").

In March 2006, the current owner of the Cherokee Farms property, Cherokee Beaufort, LLC, rezoned the site from Rural – Transitional Overlay (R-TO) to Suburban (S). The original intent behind this Suburban rezoning request was to allow for development of the property in a manner that would complement and be similar to Habersham. To achieve this, the Owner hired the same new urbanist land planning firm that designed Habersham (Duany Plater-Zyberk & Company), and in July 2002, a land planning charrette was completed for the Cherokee Farms project. The design codes and site plan created by Duany Plater-Zyberk & Company (hereinafter, referred to as "DPZ") were a key component of the Owner's rezoning submission to the Planning Department in October 2003, and the cohesiveness of the Cherokee Farms project to Habersham was referenced by the Planning Staff as a significant feature of the project in Staff memorandums to the Planning Commission and Land Management Committee.

In December 2005, the Applicant became involved in the Cherokee Farms project as a joint venture partner and at this juncture, assumed responsibility for the rezoning as the project moved through Second and Final Readings of County Council. The goal of this joint venture is to allow Habersham and Cherokee Farms to be developed as a seamless community. To accomplish this goal, the applicant is proposing to develop the project using the Traditional Neighborhood Development option, as described in Article XI of the ZDSO, so that special design controls can be implemented to ensure a cohesive connection and character with the neighboring community of Habersham. This allows a residential density of 3 units/acre and an appropriate amount of commercial square footage. Using this allowance, the Cherokee Farms master plan is allowed 203 residential units and 460,664 square feet of commercial space. Since 45.5 acres of Cherokee Farms exists in the AICUZ Noise Zone 2a, only 2 units/acre are allowed in this zone, therefore, the master plan proposes just 91 units in the Noise Zone. Live-work units designated for residences are counted towards this residential density requirement.

B. Project Description and Rationale

Again, the Applicant is petitioning that the Cherokee Farms property, encompassing some 104.85 acres, be included as part of an overall Unified Development Plan that encompasses the Habersham PUD and Amended PUD so that residential densities can be shifted amongst the tracts to create a more cohesive overall density. With the Cherokee Farms conceptual Master Plan activating the Traditional Neighborhood Development option under Suburban (S) zoning, as described in Article XI of the ZDSO, it can have similar site design and development standards as the Habersham PUD and therein, become a seamless part of the overall Habersham community.

One of the most compelling reasons for creating a Unified Development Plan with the Cherokee Farms tract and the two Habersham PUD Tracts is that this represents a tried and cohesive development model, which benefits the region. The Habersham PUD has become a symbol and an exemplar of the principles underlying the New Urbanism that is sweeping the nation. Habersham has provided Beaufort County and the Low Country with an alternative to suburban sprawl. With its growing town center and the addition of a true "commercial node", the Habersham PUD and Cherokee Farms will serve as an urban hub for the surrounding Burton community and the region. The different street sections and assortment of building types afford a varied and authentic environment.



HABERSHAM UNIFIED DEVELOPMENT PLAN PROJECT NARRATIVE (APPLICATION)

II. EXISTING CONDITIONS

A. Location and Adjacent Property Owners

The Tracts included in the Unified Development Plan are located on Port Royal Island in the Burton community and are bounded on the north by a number of small, single family subdivisions, on the south by the Broad River, on the east by Joe Frazier Road and the former Bellamy Farms site and on the west by single family residential and undeveloped land.

The predominant use of property north, east and west of the site is single family residential. There are several small, undeveloped land parcels immediately northwest and southeast of the Cherokee Farms Tract. The largest undeveloped land parcel is the Burlington Plantation PUD, which is west of the tracts and fronts Cherokee Farms Road. The Beaufort County School System owns approximately 19.51 acres of undeveloped land that is surrounded on three sides by the Sunrise Tract. The School System site is situated at the northern part of the Tract and incorporates a shared access easement with the owner. Beaufort County Schools had originally planned to construct a neighborhood Elementary School on this site; however, the schedule and ultimate reality of the school is unclear at this time.

B. Current Zoning

The Cherokee Farms Tract is part of Official Land Use Zoning Map 100-27 and is specifically identified as District 100, Map 27, Parcels 13 and 13A. The current zoning classification is Suburban (S).

The Habersham Tract is part of Official Land Use Zoning Map 100-27. It is currently zoned PUD and is completely platted.

The Sunrise Tract is part of Official Land Use Zoning Map 100-28 and is specifically identified as District 100, Map 28, Parcel 77. The current zoning is PUD since it the Habersham PUD was amended in 2006 to include the Sunrise Tract.

C. Marine Corps Air Station – AICUZ Zone

A portion of the Cherokee Farms Tract is located in the MCAS Runway 05 approach corridor. Approximately 45.5 acres of the 104.85 acre site is situated within AICUZ noise zone 2a (65 to 70 DNL). The Liaison Office has previously issued a findings letter as part of the Suburban rezoning of Cherokee Farms in March 2006.

On February 1, 2007, the Applicant, Planning Director and Assistant Planning Director met with the Liaison Officer for the MCAS. The purpose of this meeting was to discuss the new zoning standards for the MCAS Overlay District (which were adopted in December 2006), and its potential impact on the Cherokee Farms Tract. Pursuant to Appendix A1 - Section 5(d) of the Beaufort County Zoning and Development Standards Ordinance, the new ordinance states that single family residential development within noise zone 2a (DNL 65 to 70) shall not be permitted at a gross density that exceeds two dwelling



HABERSHAM UNIFIED DEVELOPMENT PLAN PROJECT NARRATIVE (APPLICATION)

units per acre. The Master Plan for the Cherokee Farms Tract with this Unified Development Plan does meet these standards.



UNITED STATES MARINE CORPS

MARINE CORPS AIR STATION
BEAUFORT, SOUTH CAROLINA 29904-5001

IN REPLY REFER TO:

1754

CP&L

January 30, 2004

Beaufort County Planning Department
Attention: Mr. Anthony Criscitiello
1000 Ribaut Road
Beaufort, S.C. 29902

Dear Mr. Criscitiello,

Subj: CHEROKEE FARMS

The MCAS Beaufort Community Plans and Liaison Office reviewed the proposed development plans for Cherokee Farms for compatibility with the Air Station 2003 AICUZ Plan recommendations. The following are the findings of this review:

a. Cherokee Farms is adjacent to Habersham Plantation, located in the MCAS Runway 05 approach corridor, and approximately 3.5 miles southwest of the runway threshold. Approximately 30 acres of the 105-acre development is situated within AICUZ Noise Zone 2 (65-69 DNL). The development is beyond any existing or planned aircraft accident potential zones.

b. The 2003 AICUZ Plan recommendations discourage residential developments in noise zones 65-69 DNL. However, where there is a demonstrated community need for residential housing in noise zones, and the community determines that these uses must be allowed, measures to achieve outdoor to indoor noise level reduction (NLR) of at least 25dB should be incorporated in the construction of the residential or commercial units. Normal permanent construction can be expected to provide a NLR of 20dB. Other proposed uses within the AICUZ Noise Zone 2 such as recreation buildings or community centers should also incorporate the 25dB NLR standard. Mobile Homes are not recommended in Noise Zone 2.

c. Noise attenuation efforts will not eliminate outdoor noise problems. Potential buyers of homes or properties located in AICUZ Noise Zones should be notified of the existence of low flying military aircraft, and the possibility of late night operations that may be accompanied by noticeable noise levels.

d. The proposed development plans did not include any plans for towers or structures that might exceed recommended height limitations.

If you have any questions, please contact LtCol. P.D. Noonan, Community Plans and Liaison Officer at 843-228-7119 or Bruce Jackson, Deputy Community Plans and Liaison Officer at 843-228-7131.

Sincerely,

A handwritten signature in black ink, appearing to read 'P.D. Noonan', with a long horizontal flourish extending to the right.

P.D. NOONAN

By direction

Sent to George Johnson of Habersham
to illustrate the AICUZ footprint on the
focus site.

By TN Beaufort County Planning
11.14.06

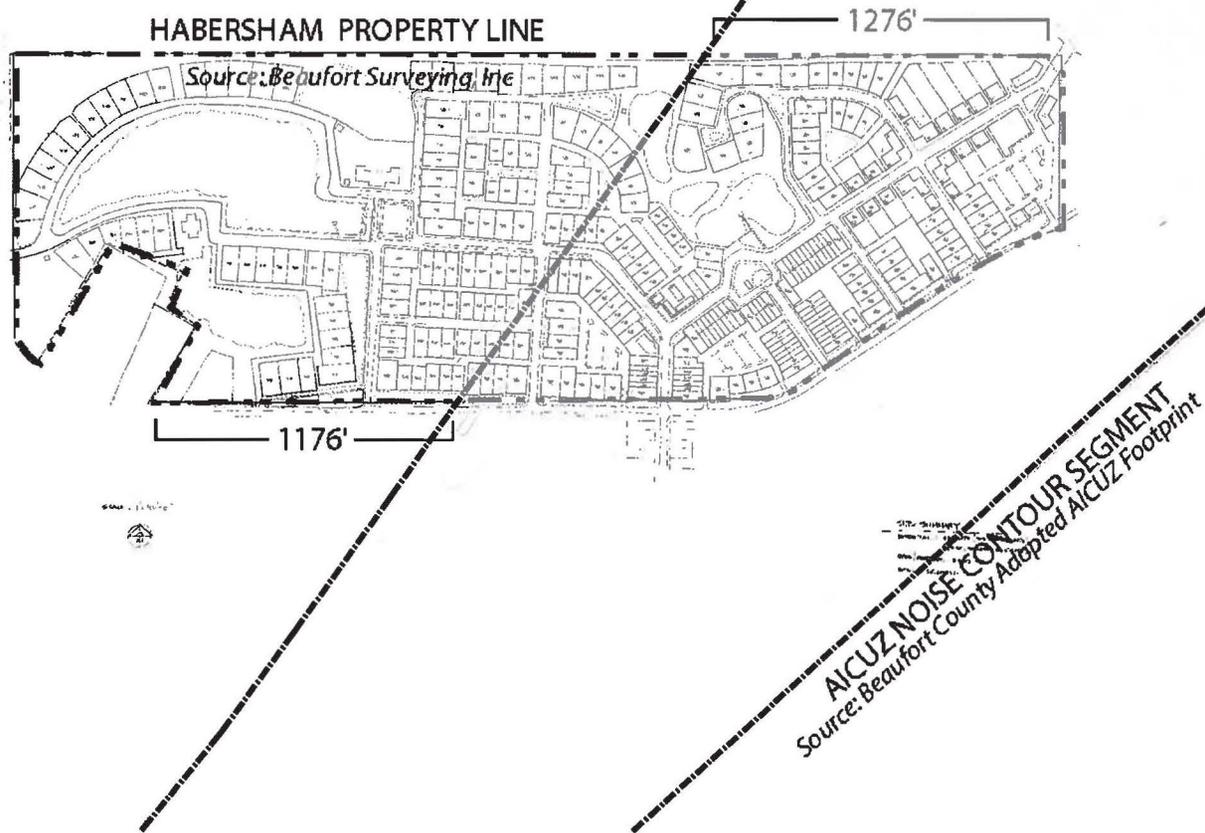


Exhibit C

Development Schedule

Redevelopment of the Property is expected to occur in phases over the Term of the Development Agreement, with the sequence and timing of Development dictated largely by market conditions. The following estimate of expected Development is hereby included, to be updated by the Owner as the same evolves over the Term:

<u>Development</u>	<u>Date of Commencement / Completion</u>
Phase 1	0 - 15 months
Phase 2	16 - 24 months
Phase 3	25 - 36 months
Phases 4 & 5	37 - 48 months
Phases 6 & 8	48 – 60 months

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

CHEROKEE FARMS

PHASING PLAN

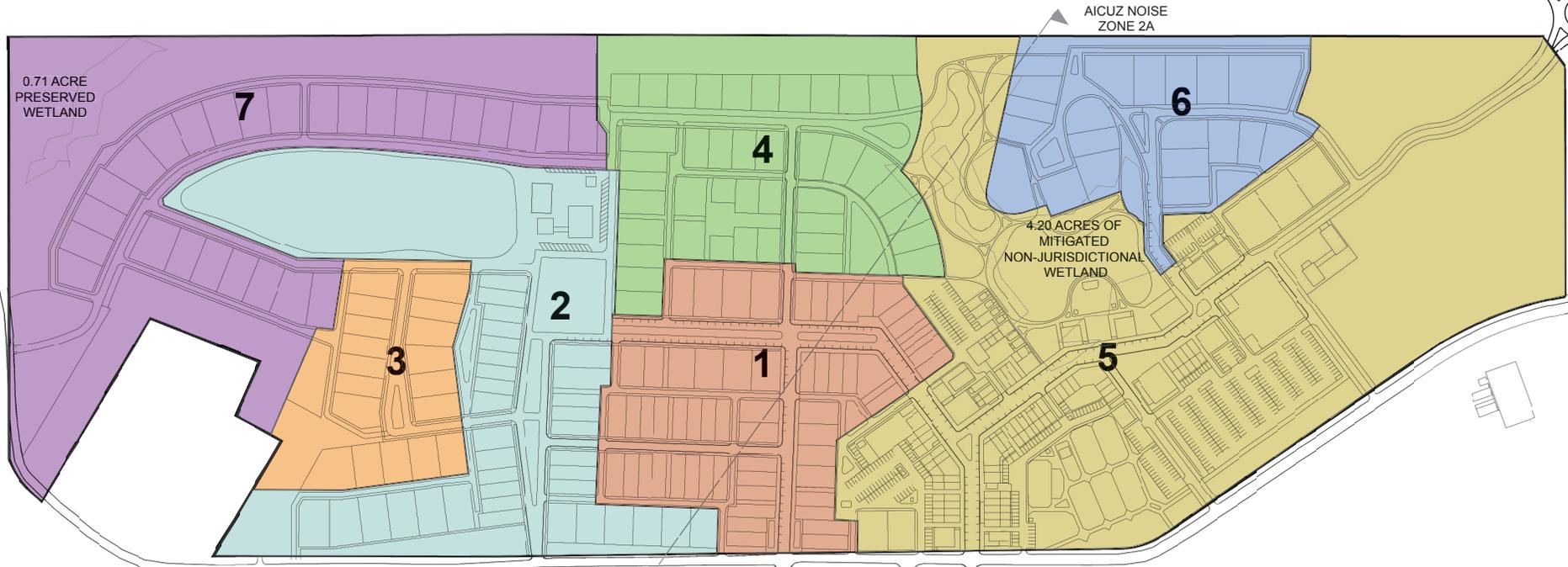
Beaufort County, SC
August 15, 2013

0' 50' 100' 250'



KEY

- Phase 1 - Approximately 9 Acres - 70 Residential Units
- Phase 2 - Approximately 20 Acres - 91 Residential Units
- Phase 3 - Approximately 4 Acres - 19 Residential Units
- Phase 4 - Approximately 9 Acres - 42 Residential Units
- Phase 5 - Approximately 35 Acres - 34 Residential Units, 150,000 sq. ft. of Commercial
- Phase 6 - Approximately 6 Acres - 23 Residential Units
- Phase 7 - Approximately 22 Acres - 27 Residential Units



0.71 ACRE
PRESERVED
WETLAND

7

3

2

4

1

5

6

4.20 ACRES OF
MITIGATED
NON-JURISDICTIONAL
WETLAND

AICUZ NOISE
ZONE 2A

Exhibit D

Plans prepared by Davis & Floyd, Inc.
(for Joe Frazier Road Round-a-bout)

PIN 00000

FED. RD. DIST. NO.	STATE	COUNTY	FILE NO.	PROJECT NO.	ROUTE NO.	SHEET NO.	TOTAL SHEETS
3	S.C.	BEAUFORT	0.0000	0000	S-40	1	37

INDEX OF SHEETS

SHEET #	DESCRIPTION	SHEET TOTALS
1	Title Sheet	1
2	Summary of Estimated Quantities	1
3 - 3B	Typical Sections	3
5	General Construction Note	1
5A	Reference Data Sheets	1
6 - 6D	Plan and Profile Sheets	4
TC1 - TC3	Traffic Control and Construction Phasing	3
PMI	Pavement Markings and Signing Plans	1
LS	Landscaping Plan	1
EC1 - EC2	Erosion Control Plans	2
XI - XI9	Cross Sections	19
	TOTAL SHEETS	37

NOTE: SHEET 4 OMITTED.

IMPROVEMENTS FOR BEAUFORT COUNTY



PLAN AND PROFILE OF PROPOSED STATE HIGHWAY

BEAUFORT COUNTY
FILE 0.0000 PROJ. 0000

S-40 (JOE FRAZIER ROAD) ROUNDBOUT DESIGN AT S-40 & NEEDLES ROAD

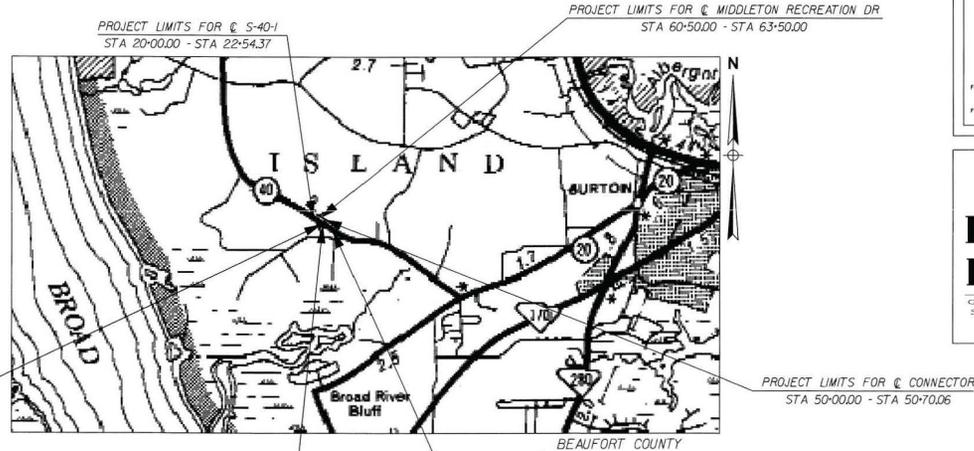
CONSULTANT - CONSULTING ENGINEERING
PROJECT ENGINEER FIRM
FOR PERMITTING ONLY

FOR RIGHT-OF-WAY: DATE: _____
FOR CONSTRUCTION: DATE: _____

240 STONERIDGE DRIVE
SUITE 305
COLUMBIA, SC 29210
803-258-4121

DAVIS & FLOYD Engineering
Architecture
Environmental
Laboratory Services

GREENWOOD • CHARLESTON • COLUMBIA
SOUTH CAROLINA



Design Reference for these plans is the
2001
AASHTO "A Policy on Geometric Design of
Highways and Streets"

Certification Statement

These plans were prepared and certified by the Consultants for completeness. No reviews or signatures by the SCDOT are required.

TRAFFIC DATA

ADT	2008	2028
ADT	8500	14800
TRUCKS	11	%

LEGEND

PROPOSED PROJECT	---
OTHER ROADS	---

3 DAYS BEFORE DIGGING IN
SOUTH CAROLINA
CALL 1-800-922-0983
PALMETTO UTILITY PROTECTION SERVICE

PROJECT LIMITS FOR @ HABERSHAM
STA 32+00.00 - STA 33+36.45

PROJECT LIMITS FOR @ S-40
STA 17+60.29 - STA 19+35.73

LAYOUT

	S-40	S-40-1	ROUND	HABERSHAM	CONNECTOR	MIDDLETON	TOTAL	
NET LENGTH OF ROADWAY	0.033	0.048	0.071	0.026	0.013	0.057	0.222	MILES
NET LENGTH OF BRIDGES								MILES
NET LENGTH OF PROJECT	0.033	0.048	0.071	0.026	0.013	0.057	0.222	MILES
LENGTH OF EXCEPTIONS								MILES
GROSS LENGTH OF PROJECT	0.033	0.048	0.071	0.026	0.013	0.057	0.222	MILES

NOTE: ALL WORKMANSHIP AND MATERIAL ON THIS PROJECT TO CONFORM WITH SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION (LATEST EDITION), AND BOOK OF STANDARD DRAWINGS FOR ROAD CONSTRUCTION (LATEST PUBLISHED ENGLISH REVISION).

NPDES PERMIT INFORMATION

NPDES Disturbed
Area = 1.17 Acres

Approximate Location of Roadway is:
Longitude 80° 46' 11"
Latitude 32° 26' 00"

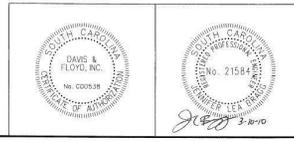
RAILROAD INVOLVEMENT?
YES / (NO)

SUMMARY OF ESTIMATED QUANTITIES

ITEM NO.	PAY ITEM	QUANTITY	PAY UNIT
1031000	MOBILIZATION	NEC	LS
1050800	CONST. STAKES, LINES & GRADES	1	EA
1061100	QUALITY CONTROL FOR EARTHWORK	1	LS
1061200	QUALITY CONTROL FOR BASES AND SUBBASES	1	LS
1071000	TRAFFIC CONTROL	1	LS
2012000	CLEARING AND GRUBBING WITHIN ROADWAY	1	LS
2025000	REMOVAL AND DISPOSAL OF EXISTING ASPHALT PAVEMENT	2000	SY
2031000	UNCLASSIFIED EXCAVATION	633	CY
2033000	BORROW EXCAVATION	2100	CY
2034000	MUCK EXCAVATION	50	CY
2091300	SELECT MATERIAL FOR LANDSCAPING	210	CY
3050103	GRADED AGGREGATE BASE COURSE - 3"	280	SY
3069900	MAINTENANCE STONE	20	TON
3100320	HOT MIX ASPHALT BASE COURSE - TYPE B	780	TON
4011004	LIQUID ASPHALT BINDER PG64-22	80	TON
4013990	MILL EXISTING ASPHALT PAVEMENT - VARIABLE	100	SY
4020330	HOT MIX ASPHALT INTERMEDIATE COURSE - TYPE C	470	TON
4030340	HOT MIX ASPHALT SURFACE COURSE - TYPE C	350	TON
5011100	PORTLAND CEMENT CONCRETE PAVEMENT - 8"	280	SY
6020005	PERMANENT CONSTRUCTION SIGNS (GROUND MOUNTED)	144	SF
6040010	4" WHITE SOLID LINE - PVT. EDGE - F.D.PNT	6794	LF
6040015	8" WHITE SOLID LINE (CROSSWALKS) - F.D.PNT	472	LF
6040025	24" WHITE SOLID LINE (STOPBAR) - F.D.PNT	25	LF
6040110	4" YELLOW SOLID LINE - F.D.PNT	8241	LF
6041010	4" WHITE SOLID LINE - PVT. EDGE - TH-90 ML	2020	LF
6041015	8" WHITE SOLID LINE - TH-125 ML	472	LF
6041025	24" WHITE SOLID LINE - TH-125 ML	25	LF
6041074	4" YELLOW SOLID LINE - TH-90 ML	2717	LF
6049505	REMOVAL OF PAVEMENT MARKINGS	1401	LF
6051100	PERMANENT YELLOW PAV. MARK BI-DIR 4X4	80	EA
6092155	TEMPORARY YELLOW PAV. MARK BI-DIR 4X4	56	EA
6271023	12"X18" WHITE TRIANGULAR YIELD BAR (GAPS EXCLUDED)	71	LF
7141162	18" RC PIPE - CL3 - AASHTO M315JNT	300	LF
7191005	CATCH BASIN - TYPE 1	1	EA

ITEM NO.	PAY ITEM	QUANTITY	PAY UNIT
7191605	CATCH BASIN - TYPE 1B	6	EA
7192300	SPRING BOX	1	EA
7203110	CONCRETE CURB & GUTTER (1'-6") VERT.	1570	LF
7203130	CONCRETE CURB & GUTTER (1'-6") OGEE	264	LF
7204100	CONCRETE SIDEWALK (4" UNIFORM)	210	SY
7204900	DETECTABLE WARNING SURFACE	105	SF
7206000	CONCRETE MEDIAN	15	SY
8041010	RIP-RAP (CLASS A)	32	TON
8048200	GEOTEXTILE/EROSION CONTROL (CLASS 2) TYPE A	40	SY
8100001	PERMANENT VEGETATION	4.00	MSY
8103000	TEMPORARY VEGETATION	2.00	MSY
8110001	LANDSCAPING PER PLAN, INCLUDES SPECIALTY SIGNS AND LIGHTING	1	LS
8115505	DRIP IRRIGATION SYSTEM	1	LS
8132000	SODDING - CENTIPEDE GRASS	145	SY
8152007	SEDIMENT TUBE	150	LF
8153000	SILT FENCE	850	LF
8153090	REPAIR/REPLACE SILT FENCE	85	LF
8154000	SILT BASINS	20	CY
8154050	REMOVAL OF SILT RETAINED BY SILT FENCE	215	LF
8021904	4" PVC PIPE	308	LF
8021908	8" PVC PIPE UNDERDRAIN	46	LF
	TEXTURED CONCRETE	1	LS

PLOTTER: 3/10/2000 5:00:03 PM FILE NAME: #115#



DAVIS & FLOYD Engineering Architecture Environmental Laboratory Services
 GREENWOOD • CHARLESTON • COLUMBIA SOUTH CAROLINA

240 STONEMERGE DRIVE, SUITE 300, COLUMBIA, SC 29902 (803) 254-4821

4			
3			
2			
1			
REV. NO.	BY	DATE	DESCRIPTION OF REVISION

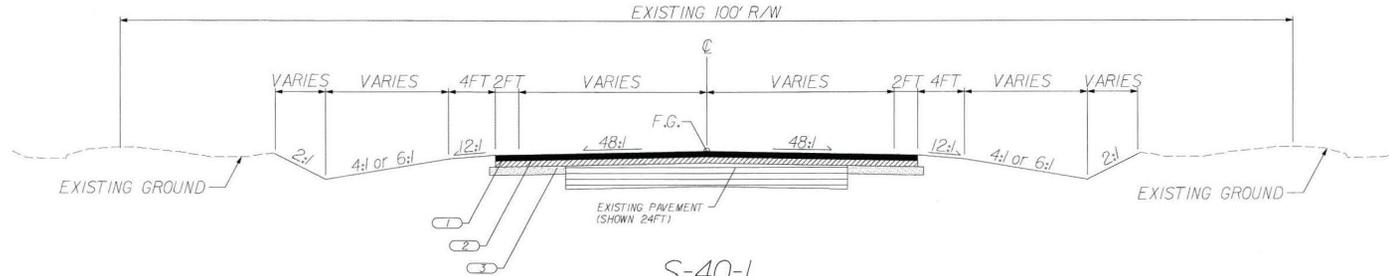
BEAUFORT COUNTY

SUMMARY OF QUANTITIES
S-40

SCALE: 1"=40' RTE. S-40 DWG. NO. PN1

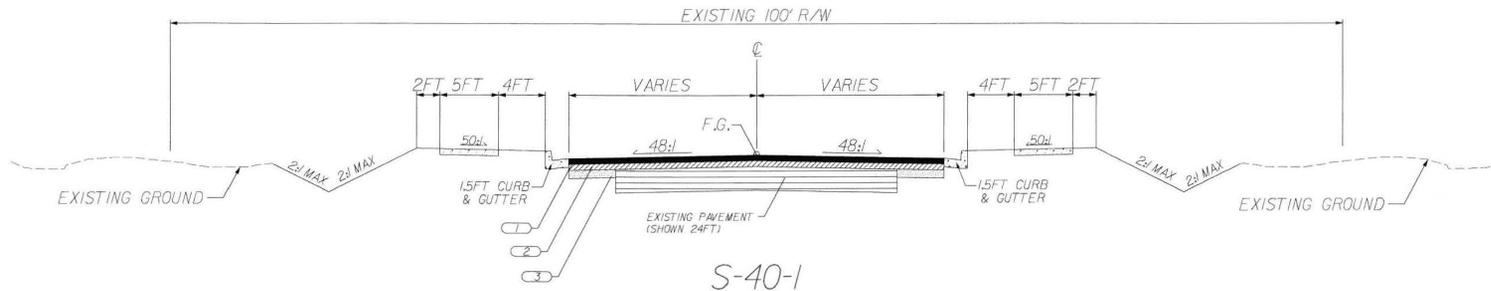
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3	S.C.	BEAUFORT	0.0000	0000	S-40	3	

TYPICAL SECTION OF IMPROVEMENT



S-40-1
 STA 20+00.00 - STA 21+65.00
 S-40 (JOE FRAZIER RD)
 STA 18+35.00 - STA 19+35.73

- NOTES:
 1. SEE STANDARD DRAWING 720-105-00 FOR CURB & GUTTER AND ISLANDS (CONCRETE).
 2. SEE STANDARD DRAWINGS 720-905-01 AND 720-905-02 FOR CURB & GUTTER AND SIDEWALK RAMP WITH DETECTABLE WARNINGS FOR PEDESTRIANS.
 3. SEE SHEET 5 GENERAL NOTES FOR DETAIL OF CURB & GUTTER ADA RAMP AT PAVED SHOULDER.



S-40-1
 STA 21+65.00 - STA 22+54.37
 S-40 (JOE FRAZIER RD)
 STA 17+60.29 - STA 18+35.00

- 1 ASPHALT SURFACE COURSE TYPE C (180 PSY)
- 2 ASPHALT INTERMEDIATE COURSE TYPE C (1200 PSY)
- 3 ASPHALT BASE COURSE TYPE B (1800 PSY)
- 4 8" CONCRETE
- 5 3" GRADED AGGREGATE BASE COURSE



DAVIS & FLOYD Engineering Architecture Environmental Laboratory Services
 GREENWOOD • CHARLESTON • COLUMBIA
 SOUTH CAROLINA

PAVEMENT DESIGN
 APPROVED BY
 DATE

DATE	FROM STA	TO STA	DESIGN SPEED
45	20+00.00	21+65.00	
45	18+35.00	19+35.73	
25	21+65.00	22+54.37	
25	17+60.29	18+35.00	

REV. NO.	BY	DATE	DESCRIPTION OF REVISION
4			
3			
2			
1			

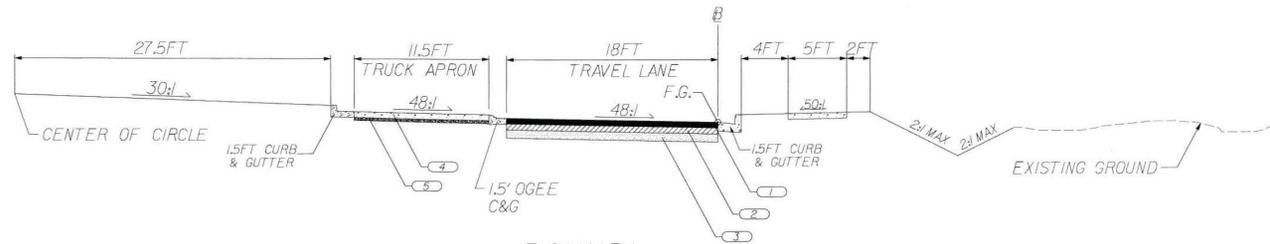
BEAUFORT COUNTY
 TYPICAL SECTION
 S-40-1 & S-40

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 PLOTTED: 3/10/2010

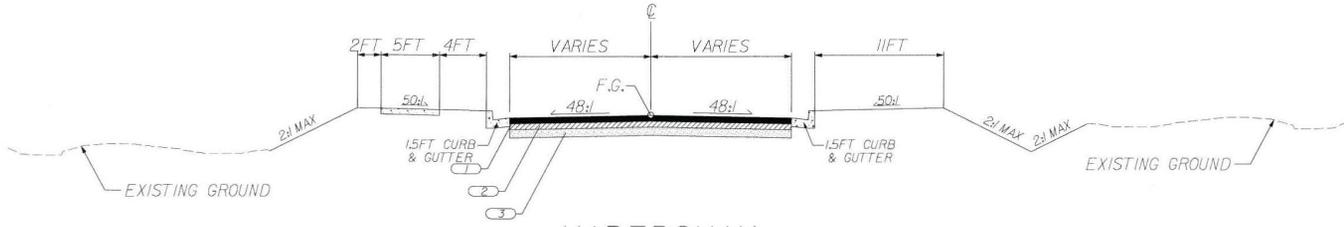
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3	S.C.	BEAUFORT	0.0000	0000	S-40	3A	

TYPICAL SECTION OF IMPROVEMENT



ROUND1
 STA 40+00.00 - STA 41+79.19
ROUND2
 STA 41+79.19 - STA 43+76.99

- NOTES:
- SEE STANDARD DRAWING 720-105-00 FOR CURB & GUTTER AND ISLANDS (CONCRETE).
 - SEE STANDARD DRAWINGS 720-905-01 AND 720-905-02 FOR CURB & GUTTER AND SIDEWALK RAMPS WITH DETECTABLE WARNINGS FOR PEDESTRIANS.
 - THE TRUCK APRON WILL BE TEXTURED CONCRETE. SEE SPECIFICATIONS FOR DETAILS.



HABERSHAM
 STA 32+00.00 - STA 33+36.45
CONNECTOR
 STA 50+00.00 - STA 50+70.06

- 1 ASPHALT SURFACE COURSE TYPE C (150 PSY)
- 2 ASPHALT INTERMEDIATE COURSE TYPE C (200 PSY)
- 3 ASPHALT BASE COURSE TYPE B (180 PSY)
- 4 8" CONCRETE
- 5 3" GRADED AGGREGATE BASE COURSE



DAVIS & FLOYD Engineering Architecture Environmental Laboratory Services
 GREENWOOD • CHARLESTON • COLUMBIA SOUTH CAROLINA

PAVEMENT DESIGN	RTE. ROUND 1&2, CONN	DESIGN SPEED	4
APPROVED BY	MPH	FROM STA	TO STA
DATE	20	40-00.00	43-76.99
	20	50-00.00	50-70.06
	20	32-00.00	33-36.45

REV. NO.	BY	DATE	DESCRIPTION OF REVISION
1			

TOPD: _____ DATE _____
 DWG: _____ DATE _____
 R/W: _____ DATE _____

BEAUFORT COUNTY

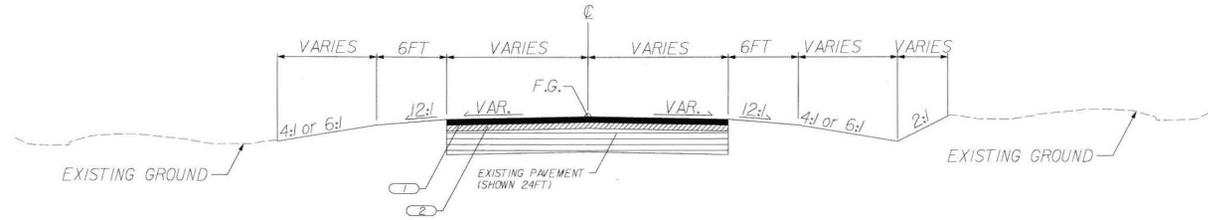
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 ROUND1, ROUND2
 HABERSHAM & CONNECTOR

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 PLOTTED: 3/10/2010

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3	S.C.	BEAUFORT	0.0000	0000	S-40	38	

TYPICAL SECTION OF IMPROVEMENT



MIDDLETON RECREATION DR
STA 60+50.00 - STA 63+50.00

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PLOTTED: 3/10/2010
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1	ASPHALT SURFACE COURSE TYPE C (150 PSY)
2	ASPHALT INTERMEDIATE COURSE TYPE C (FOR BUILDUP)
3	ASPHALT BASE COURSE TYPE B (800 PSY)
4	8" CONCRETE
5	3" GRADED AGGREGATE BASE COURSE



DAVIS & FLOYD Engineering Architecture Environmental Laboratory Services
GREENWOOD • CHARLESTON • COLUMBIA SOUTH CAROLINA

240 STONERIDGE DRIVE
COLUMBIA, SC 29204
(803)254-6200

PAVEMENT DESIGN	MPH	FROM STA	TO STA	DESIGN SPEED	4
	25	60+50.00	63+50.00	3	2
APPROVED BY	REV. NO.	BY	DATE	DESCRIPTION OF REVISION	1
	TOPO.	DATE			
DATE	DWG.	DATE			
	R/W	DATE			

BEAUFORT COUNTY
TYPICAL SECTION MIDDLETON RECREATION DR
SCALE - NTS RTE. S-40 DWG. NO. PN1

SCALE: 50.0001" = 1' IN.
 PLOT DRIVER: J:\p\p\p\17769-05\Y_004.plt
 PLOTTED: 3/10/2010

PEN TABLE: V8-CLA-3RD.tbl
 FILE: J:\p\p\p\17769-05\Y_004.plt

GENERAL CONSTRUCTION NOTE

FED. ROAD DIST. NO.	STATE	COUNTY	FILE NO.	PROJECT NO.	ROUTE NO.	SHEET NO.	TOTAL SHEETS
3	S.C.	BEAUFORT	0.0000	0000	S-40	5	

NOTE:

BEAUFORT COUNTY AND/OR THEIR CONSULTANT MUST SPECIFICALLY AUTHORIZE CHANGES INVOLVING INCREASED COST OF PROJECT OR CHANGES IN ALIGNMENT.

SEE INDIVIDUAL CURVES ON REFERENCE DATA SHEET FOR SUPERELEVATION RATE AND DESIGN SPEED AS APPLICABLE.

THE FOLLOWING QUANTITIES ARE NOT SHOWN ON THE PLANS, BUT ARE INCLUDED IN THE SUMMARY OF ESTIMATED QUANTITIES AND MAY BE ADJUSTED DURING CONSTRUCTION AS DIRECTED BY THE ENGINEER.

- HOT MIX ASPHALT SURFACE COURSE TYPE C.....50 TONS WHERE DIRECTED BY ENGINEER FOR DRIVEWAY AND OTHER AREAS
- HOT MIX ASPHALT INTERMEDIATE COURSE TYPE C.....160 TONS FOR BUILDUP
- LIQUID ASPHALT BINDER PG64-22.....11 TONS WHERE DIRECTED BY ENGINEER
- MILLING EXISTING ASPHALT PAVEMENT VARIABLE.....100 SY WHERE DIRECTED BY ENGINEER
- UNCLASSIFIED EXCAVATION.....50 CY WHERE DIRECTED BY ENGINEER
- BORROW EXCAVATION.....75 CY WHERE DIRECTED BY ENGINEER
- MUCK EXCAVATION.....50 CY WHERE DIRECTED BY ENGINEER
- MAINTENANCE STONE.....20 CY WHERE DIRECTED BY ENGINEER
- 4" WHITE SOLID LINE (PAVE. EDGE LINES) FAST DRY PAINT.....4774 LF WHERE DIRECTED BY ENGINEER
- 4" YELLOW SOLID LINE (NO PASS. ZONES) FAST DRY PAINT.....5524 LF WHERE DIRECTED BY ENGINEER
- REMOVAL OF PAVEMENT MARKINGS.....1401 LF WHERE DIRECTED BY ENGINEER
- PERMANENT YELLOW PAVEMENT MARKERS BI-DIR 4"X4".....5 EA WHERE DIRECTED BY ENGINEER
- TEMPORARY YELLOW PAVEMENT MARKERS BI-DIR 4"X4".....56 EA WHERE DIRECTED BY ENGINEER
- 18" RC PIPE - CL3 - AASHTO M315/JNT.....24 LF WHERE DIRECTED BY ENGINEER
- RIP RAP (CLASS A).....32 TONS WHERE DIRECTED BY ENGINEER
- GEOTEXTILE EROSION CONTROL (CLASS 2) TYPE A.....40 SY WHERE DIRECTED BY ENGINEER
- PERMANENT VEGETATION.....0.20 MSY WHERE DIRECTED BY ENGINEER
- TEMPORARY VEGETATION.....0.00 MSY WHERE DIRECTED BY ENGINEER
- SELECT MATERIAL FOR LANDSCAPING.....210 CY WHERE DIRECTED BY ENGINEER
- SODDING - CENTIPEDE GRASS.....10 SY WHERE DIRECTED BY ENGINEER
- SEDIMENT TUBE.....30 LF WHERE DIRECTED BY ENGINEER
- SILT FENCE.....50 LF WHERE DIRECTED BY ENGINEER
- REPAIR/REPLACE SILT FENCE.....85 LF WHERE DIRECTED BY ENGINEER
- SILT BASINS.....20 CY WHERE DIRECTED BY ENGINEER
- REMOVAL OF SILT RETAINED BY SILT FENCE.....215 LF WHERE DIRECTED BY ENGINEER



MAP SHOWING LOCATION OF BEAUFORT COUNTY IN SOUTH CAROLINA

BEAUFORT COUNTY
 GENERAL NOTES
 S-40
 TOTAL SHEETS: 5
 PLAN SCALE: 1"=50'

EROSION CONTROL NOTES:

ALL DISTURBED AREAS SHALL BE SEEDED AFTER GRADING IS COMPLETED OR WITHIN 7 DAYS AFTER WORK STOPS IN AN AREA UNLESS WORK IS TO RESUME IN THAT AREA WITHIN 21 DAYS

TEMPORARY SILT FENCE SHALL BE PLACED AT THE TOE OF ALL FILL SLOPES AND ANY OTHER LOCATIONS ALONG THE PERIMETER OF THE PROJECT LIMITS WHERE SHEET FLOW FROM DISTURBED AREAS LEAVES THE SITE.

NO.	DATE	BY	DESCRIPTION OF REVISION
4			
3			
2			
1			

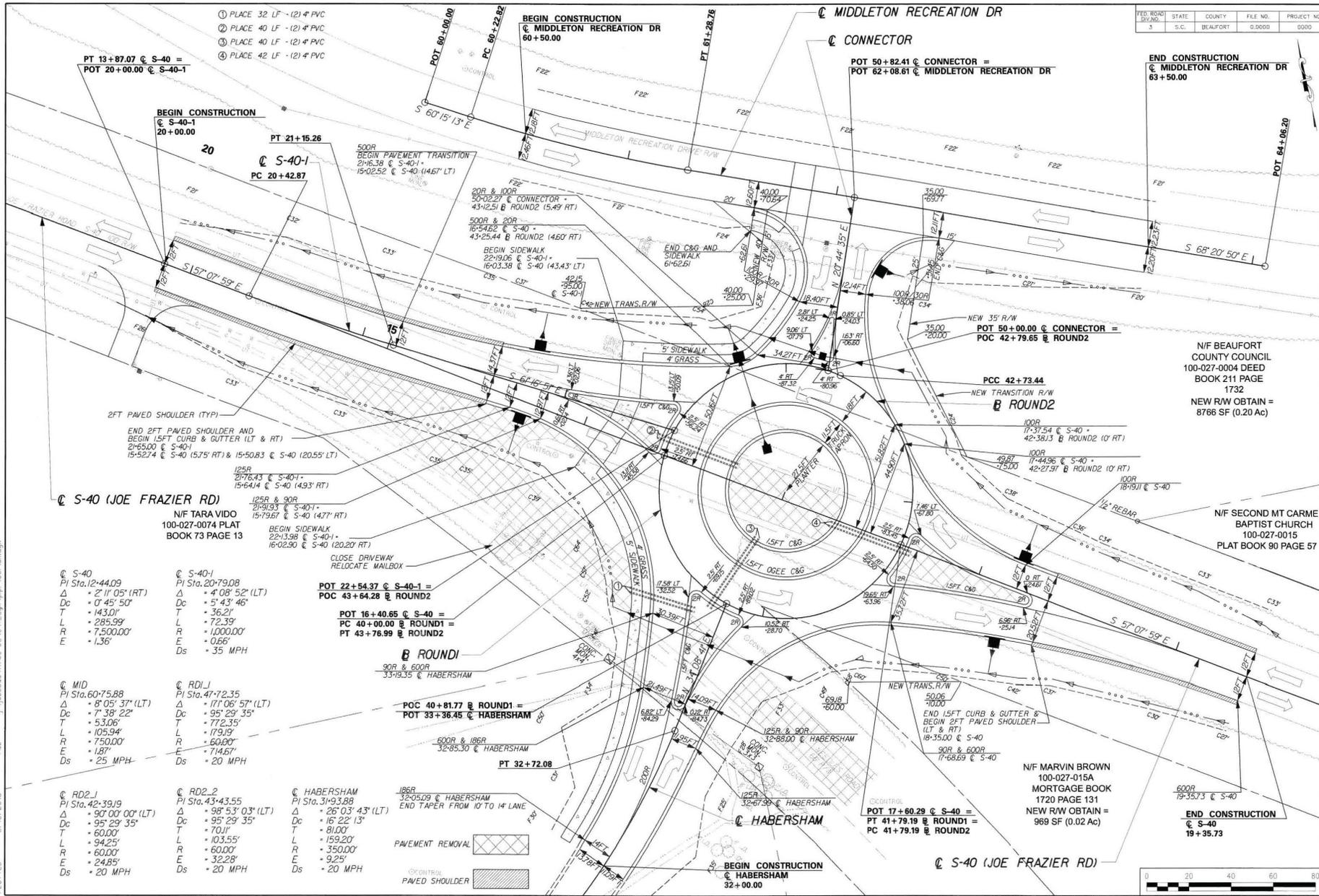
SCALE: 1"=40' (AS SHOWN)
 DATE: 03/10/2010
 TIME: 10:00 AM
 PROJECT: 17769-05
 SHEET: S-40

DAVIS & FLOYD
 Engineering
 Architecture
 Environmental
 Laboratory Services
 1000 W. CHESAPEAKE BLVD., SUITE 200
 CHARLOTTE, NC 28202
 TEL: 704.375.1100
 FAX: 704.375.1101
 WWW.DAVISANDFLOYD.COM



SCALE: 20.0000' = 1" IN.

PLOT DRIVER: 3rd of VB-RW DGN.plt
PLOTTED: 3/10/2010
FILE: J:\Roads\11769-05\VL\Draw\Plan.dgn



FED. ROAD DIST. NO.	STATE	COUNTY	FILE NO.	PROJECT NO.	ROUTE NO.	SHEET NO.	TOTAL SHEETS
3	S.C.	BEAUFORT	0.0000	0000	S-40	6	

BEAUFORT COUNTY
PLAN SHEET
S-40
PLAN SCALE: 1"=20'

REV.	BY	DATE	DESCRIPTION OF REVISION
1			
2			
3			
4			

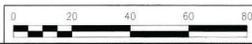
N/F BEAUFORT COUNTY COUNCIL
100-027-0004 DEED
BOOK 211 PAGE
1732
NEW R/W OBTAIN =
8766 SF (0.20 Ac)

N/F SECOND MT CARMEL
BAPTIST CHURCH
100-027-0015
PLAT BOOK 90 PAGE 57

N/F MARVIN BROWN
100-027-015A
MORTGAGE BOOK
1720 PAGE 131
NEW R/W OBTAIN =
969 SF (0.02 Ac)

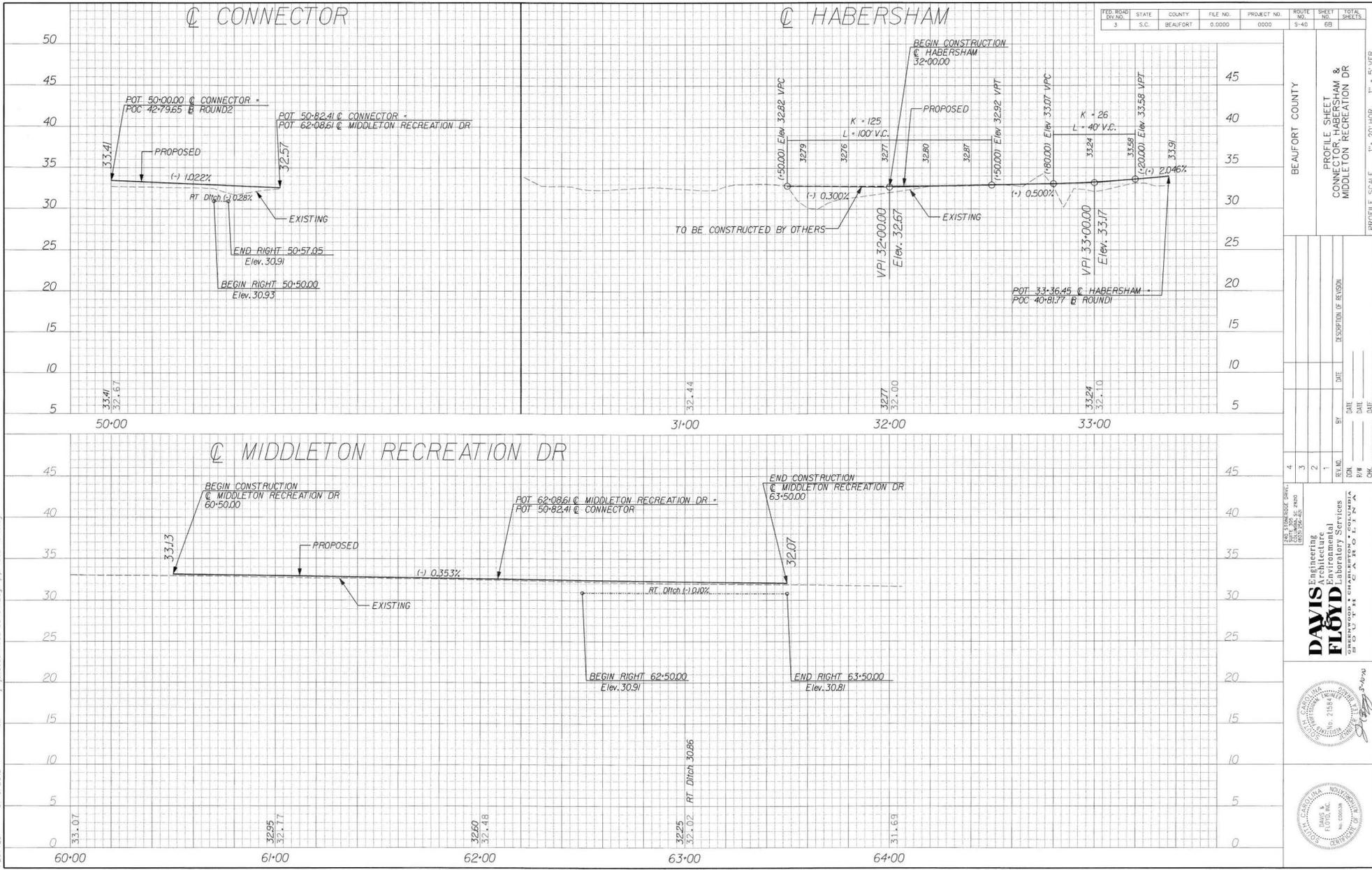
END CONSTRUCTION
S-40
19+35.73

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Engineering
Architecture
Environmental
FLOYD
Laboratory Services
100-10-10-12, 100-10-10-13, 100-10-10-14, 100-10-10-15, 100-10-10-16, 100-10-10-17, 100-10-10-18, 100-10-10-19, 100-10-10-20, 100-10-10-21, 100-10-10-22, 100-10-10-23, 100-10-10-24, 100-10-10-25, 100-10-10-26, 100-10-10-27, 100-10-10-28, 100-10-10-29, 100-10-10-30, 100-10-10-31, 100-10-10-32, 100-10-10-33, 100-10-10-34, 100-10-10-35, 100-10-10-36, 100-10-10-37, 100-10-10-38, 100-10-10-39, 100-10-10-40, 100-10-10-41, 100-10-10-42, 100-10-10-43, 100-10-10-44, 100-10-10-45, 100-10-10-46, 100-10-10-47, 100-10-10-48, 100-10-10-49, 100-10-10-50, 100-10-10-51, 100-10-10-52, 100-10-10-53, 100-10-10-54, 100-10-10-55, 100-10-10-56, 100-10-10-57, 100-10-10-58, 100-10-10-59, 100-10-10-60, 100-10-10-61, 100-10-10-62, 100-10-10-63, 100-10-10-64, 100-10-10-65, 100-10-10-66, 100-10-10-67, 100-10-10-68, 100-10-10-69, 100-10-10-70, 100-10-10-71, 100-10-10-72, 100-10-10-73, 100-10-10-74, 100-10-10-75, 100-10-10-76, 100-10-10-77, 100-10-10-78, 100-10-10-79, 100-10-10-80, 100-10-10-81, 100-10-10-82, 100-10-10-83, 100-10-10-84, 100-10-10-85, 100-10-10-86, 100-10-10-87, 100-10-10-88, 100-10-10-89, 100-10-10-90, 100-10-10-91, 100-10-10-92, 100-10-10-93, 100-10-10-94, 100-10-10-95, 100-10-10-96, 100-10-10-97, 100-10-10-98, 100-10-10-99, 100-10-10-100



SCALE: 20.0000' / IN.

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PLOTTED: 3/10/2010
PEN TABLE: V8-COLA-3RD.tbl
FILE: R:\ssbd\A1769-05\c\1_dgn\p1r\08BPr\01e.dgn



FED. ROAD DIST. NO.	STATE	COUNTY	FILE NO.	PROJECT NO.	ROUTE NO.	SHEET NO.	TOTAL SHEETS
3	S.C.	BEAUFORT	0.0000	0000	5-40	68	

BEAUFORT COUNTY

PROFILE SHEET
CONNECTOR HABERSHAM &
MIDDLETON RECREATION DR

REV. NO.	DATE	DESCRIPTION OF REVISION
4		
3		
2		
1		

DAVIS & FLOYD
Engineering
Architecture
Environmental
Laboratory Services

215 W. 10th St., Suite 200
Beaufort, NC 28520
Tel: 252-751-1111
Fax: 252-751-1112



SCALE: 20.0000' = 1" IN.
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 PLOTTED: 3/10/2010

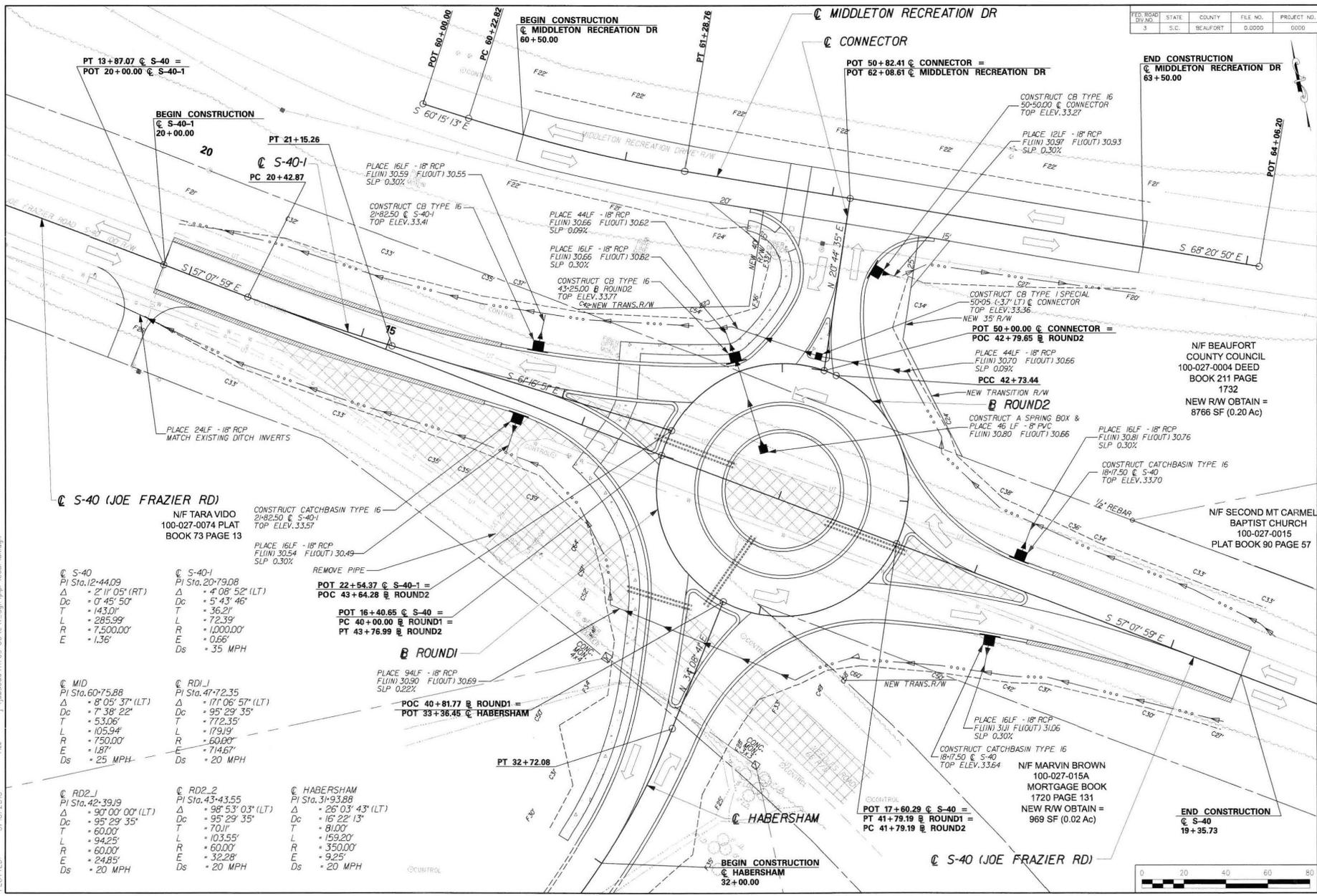
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3	S.C.	BEAUFORT	01000	01000	S-40	60	

BEAUFORT COUNTY
 DRAINAGE SHEET
 S-40
 PLAN SCALE 1"=20'

REV.	DATE	DESCRIPTION OF REVISION
4		
3		
2		
1		

Engineer/Architect
DAVIS FLOYD
 Environmental Laboratory Services
 200 S. W. 10th St., Suite 200
 Tallahassee, FL 32301
 Phone: 904.224.1234
 Fax: 904.224.1235



REMOVE PIPE

POC	ROUND
POT 22+54.37 @ S-40-1	ROUND2
POT 43+64.28 @ ROUND2	
POT 16+40.65 @ S-40 =	
PC 40+00.00 @ ROUND1 =	
PT 43+76.99 @ ROUND2	

Curve	PI Sta.	Delta	Dc	T	L	R	E	Ds
S-40	12+44.09	2° 11' 05" (RT)	4' 05" 50"	143.0'	285.59'	7500.00'	1.36'	25 MPH
MID	60+75.88	8° 05' 37" (LT)	7' 38" 22"	53.06'	105.94'	750.00'	1.87'	25 MPH
RD1-J	47+72.35	171° 06' 57" (LT)	95' 29' 35"	772.35'	17919'	60.60'	714.67'	20 MPH
RD2-2	43+43.55	98° 53' 03" (LT)	95' 29' 35"	701'	103.55'	60.00'	32.28'	20 MPH
HABERSHAM	31+93.88	26° 03' 43" (LT)	16' 22' 13"	81.00'	159.20'	350.00'	9.25'	20 MPH

Curve	PI Sta.	Delta	Dc	T	L	R	E	Ds
S-40	12+44.09	2° 11' 05" (RT)	4' 05" 50"	143.0'	285.59'	7500.00'	1.36'	25 MPH
MID	60+75.88	8° 05' 37" (LT)	7' 38" 22"	53.06'	105.94'	750.00'	1.87'	25 MPH
RD1-J	47+72.35	171° 06' 57" (LT)	95' 29' 35"	772.35'	17919'	60.60'	714.67'	20 MPH
RD2-2	43+43.55	98° 53' 03" (LT)	95' 29' 35"	701'	103.55'	60.00'	32.28'	20 MPH
HABERSHAM	31+93.88	26° 03' 43" (LT)	16' 22' 13"	81.00'	159.20'	350.00'	9.25'	20 MPH

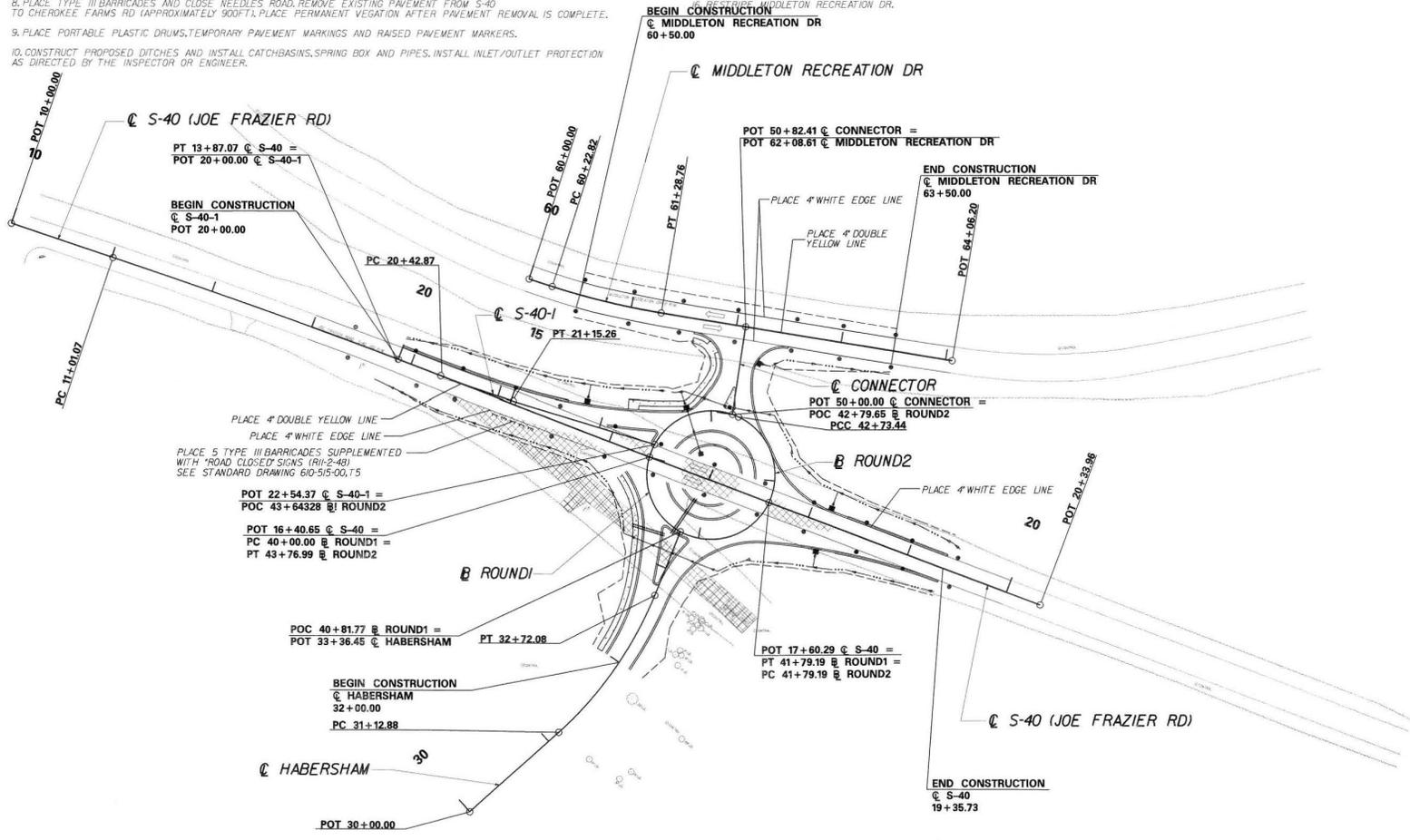


NOTES:
 1. RECEIVE NPDES COVERAGE FROM DHEC.
 2. NOTIFY DHEC EOC REGIONAL OFFICE OR OCRM OFFICE 48 HOURS PRIOR TO BEGINNING LAND-DISTURBING ACTIVITIES.
 3. PLACE PERMANENT CONSTRUCTION SIGNS (SCHEME E) ON S-40 (JOE FRAZIER RD), MIDDLETON RECREATION DR, & CHEROKEE FARMS ROAD AT NEEDLES ROAD.
 4. INSTALL CONSTRUCTION ENTRANCES.
 5. CLEARING & GRUBBING ONLY AS NECESSARY FOR INSTALLATION OF PERIMETER CONTROLS.
 6. INSTALLATION OF PERIMETER CONTROLS (E.G. SILT FENCE).
 7. INSTALL DRIVEWAY PIPE, RELOCATE MAILBOX, AND CLOSE DRIVEWAY ON NEEDLES RD.
 8. PLACE TYPE III BARRICADES AND CLOSE NEEDLES ROAD. REMOVE EXISTING PAVEMENT FROM S-40 TO CHEROKEE FARMS RD (APPROXIMATELY 900 FT). PLACE PERMANENT VEGETATION AFTER PAVEMENT REMOVAL IS COMPLETE.
 9. PLACE PORTABLE PLASTIC DRUMS, TEMPORARY PAVEMENT MARKINGS AND RAISED PAVEMENT MARKERS.
 10. CONSTRUCT PROPOSED DITCHES AND INSTALL CATCH BASINS, SPRING BOX AND PIPES. INSTALL INLET/OUTLET PROTECTION AS DIRECTED BY THE INSPECTOR OR ENGINEER.

NOTES CONT'D:
 11. INSTALL 4" PVC TO HABERSHAM ISLAND AND TO CENTER ISLAND.
 12. CONSTRUCT CURB & GUTTER AND SIDEWALK FOR AREAS SHOWN OUTSIDE OF EDGE OF PAVEMENT ON S-40 (JOE FRAZIER RD), CONSTRUCT CURB & GUTTER FOR A PORTION OF THE S-40 ISLAND. PLACE TEMPORARY VEGETATION.
 13. PLACE ASPHALT AGGREGATE BASE COURSE AND ASPHALT INTERMEDIATE COURSE ON MIDDLETON RECREATION DR, CONNECTOR, HABERSHAM, AND ROUND 1 & ROUND 2 (OUTSIDE S-40 EOP).
 14. CONSTRUCT PAVED SHOULDERS AS SHOWN ON S-40 AND S-40-1 WITH ASPHALT AGGREGATE BASE COURSE AND ASPHALT INTERMEDIATE COURSE. USE BASE COURSE AND INTERMEDIATE COURSE FOR BUILDUP AND TIE-INS FOR STAGE 2 TRAFFIC CONTROL LANE SHIFTS.
 15. CONSTRUCT CONCRETE ISLAND ON CONNECTOR.
 16. RESTRIPE MIDDLETON RECREATION DR.

FED. ROAD DIST. NO.	STATE	COUNTY	FILE NO.	PROJECT NO.	ROUTE NO.	SHEET NO.	TOTAL SHEETS
3	S.C.	BEAUFORT	0.0000	0000	S-40	TC1	

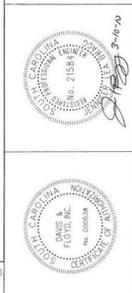
STAGE 1



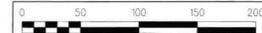
BEAUFORT COUNTY
 TRAFFIC CONTROL
 S-40
 PLAN SCALE 1"=20'

REV.	DATE	BY	DATE	DESCRIPTION OF REVISION
4				
3				
2				
1				

DAVIS
 FLOYD
 Engineering
 Architecture
 Environmental
 Laboratory Services
 CONSULTANTS
 BEAUFORT, NORTH CAROLINA

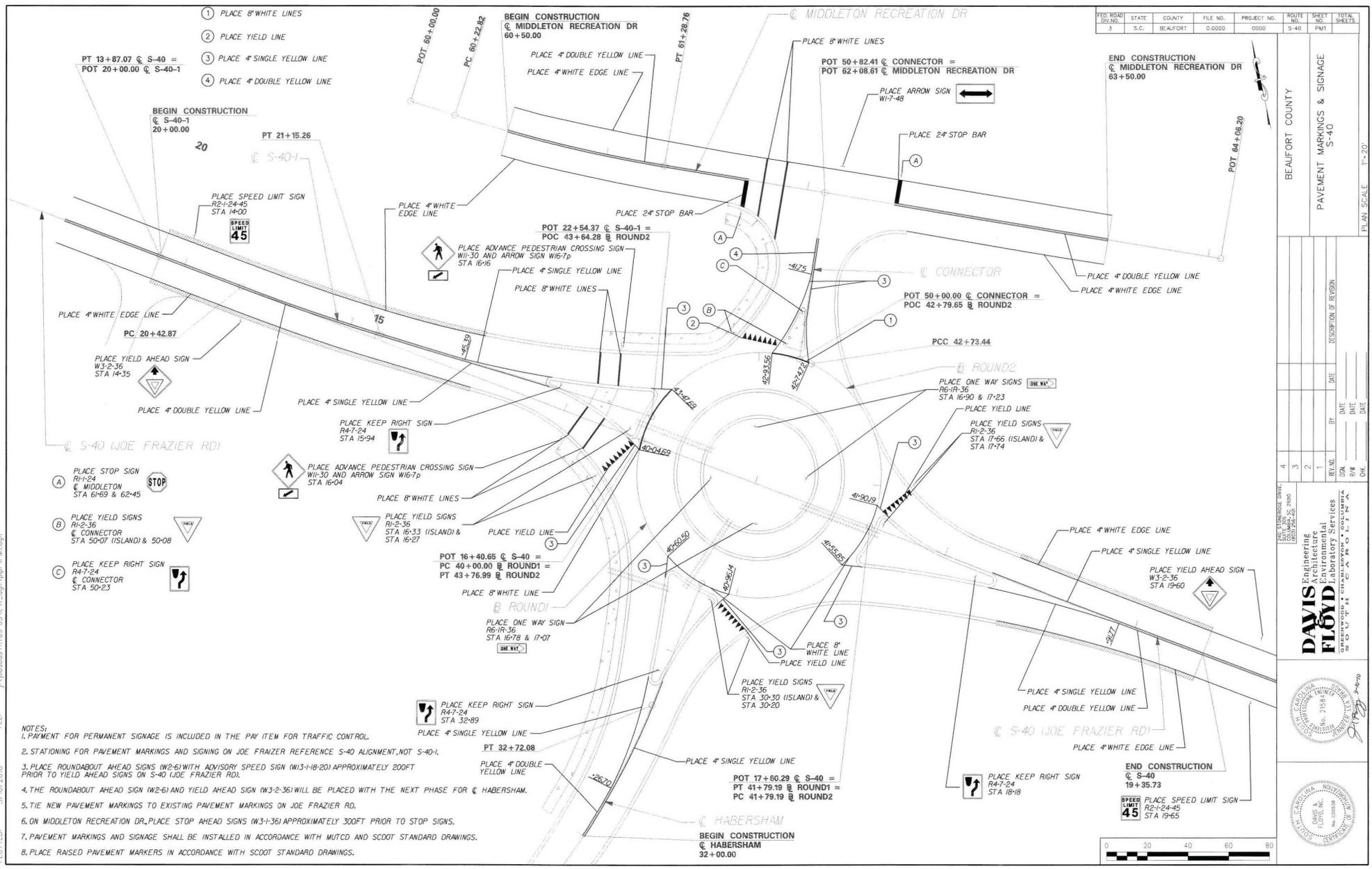


PLACE 5 TYPE III BARRICADES SUPPLEMENTED WITH "ROAD CLOSED" SIGNS (RII-2-48) ON NEEDLES ROAD AT THE INTERSECTION WITH CHEROKEE FARMS RD (APPROXIMATELY 900 FT FROM S-40) SEE STANDARD DRAWING 610-515-00.15



SCALE: 50.0001' / IN.
 PLOT DRIVER: 3rd of V8-FW DGN.plt
 FILE: F:\jobs\04\17769-05\c\l_dgn\06p\TC1.dgn

SCALE: 20.0000" = 1' IN.
 PLOT DRIVER: 3rd of VB-RW DGN.plt
 FILE: J:\projects\1769-05\A\1.dgn\p10\A.PMT.dgn



FED ROAD DIST NO.	STATE	COUNTY	FILE NO.	PROJECT NO.	ROUTE NO.	SHEET NO.	TOTAL SHEETS
3	S.C.	BEAUFORT	0.0000	0000	S-40	PM1	

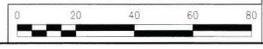
BEAUFORT COUNTY
 PAVEMENT MARKINGS & SIGNAGE
 S-40
 TOTAL SHEETS: 11 of 20
 PLAN SCALE: 1" = 20'

REV.	DATE	BY	DATE	DESCRIPTION OF REVISION
4				
3				
2				
1				

DAVIS Engineering Architecture Environmental Laboratory Services
 1000 W. MARKET STREET, SUITE 200
 WASHINGTON, NC 27681
 TEL: 703.433.8800 FAX: 703.433.8801
 www.daviseng.com

Professional Engineer Seal: No. 7156, State of North Carolina, Exp. 12/31/2010, David M. Davis, PE.

Professional Engineer Seal: No. 60338, State of North Carolina, Exp. 12/31/2010, James E. Floyd, PE.



SCALE: 50.0000' / 1" IN.
 PLOT DRIVER: 3rd of V8-RW DGN.plt
 PLOTTED: 3/10/2010
 FILE: J:\pbaodh\1769-05\1769-05.dgn\pbaodh\EC2.dgn

EROSION CONTROL NOTES

FED. ROAD DIST. NO.	STATE	COUNTY	FILE NO.	PROJECT NO.	ROUTE NO.	SHEET NO.	TOTAL SHEETS
3	S.C.	BEAUFORT	0.0000	0000	S-40	EC2	



MAP SHOWING LOCATION OF BEAUFORT COUNTY IN SOUTH CAROLINA

1. IF NECESSARY, SLOPES, WHICH EXCEED EIGHT (8) VERTICAL FEET SHOULD BE STABILIZED WITH SYNTHETIC OR VEGETATIVE MATS, IN ADDITION TO HYDROSEEDING, IT MAY BE NECESSARY TO INSTALL TEMPORARY SLOPE DRAINS DURING CONSTRUCTION. TEMPORARY BERMS MAY BE NEEDED UNTIL THE SLOPE IS BROUGHT TO GRADE.
 2. STABILIZATION MEASURES SHALL BE INITIATED AS SOON AS PRACTICABLE IN PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE TEMPORARILY OR PERMANENTLY CEASED, BUT IN NO CASE MORE THAN FOURTEEN (14) DAYS AFTER WORK HAS CEASED, EXCEPT AS STATED BELOW.
 - A. WHERE STABILIZATION BY THE 14th DAY IS PRECLUDED BY SNOW COVER OR FROZEN GROUND CONDITIONS STABILIZATION MEASURES MUST BE INITIATED AS SOON AS PRACTICABLE.
 - B. WHERE CONSTRUCTION ACTIVITY ON A PORTION OF THE SITE IS TEMPORARILY CEASED, AND EARTH-DISTURBING ACTIVITIES WILL BE RESUMED WITHIN 14 DAYS, TEMPORARY STABILIZATION MEASURES DO NOT HAVE TO BE INITIATED ON THAT PORTION OF THE SITE.
 3. ALL SEDIMENT AND EROSION CONTROL DEVICES SHALL BE INSPECTED EVERY SEVEN (7) DAYS. IF SITE INSPECTIONS IDENTIFY BMPs THAT ARE DAMAGED OR ARE NOT OPERATING EFFECTIVELY, MAINTENANCE MUST BE PERFORMED AS SOON AS PRACTICAL OR AS REASONABLY POSSIBLE AND BEFORE THE NEXT STORM EVENT WHENEVER PRACTICABLE.
- OR
- ALL SEDIMENT AND EROSION CONTROL DEVICES SHALL BE INSPECTED AT LEAST ONCE EVERY FOURTEEN (14) CALENDAR DAYS AND WITHIN 24 HOURS OF THE END OF A STORM EVENT OF 0.5 INCHES OR GREATER. IF SITE INSPECTIONS IDENTIFY BMPs THAT ARE DAMAGED OR ARE NOT OPERATING EFFECTIVELY, MAINTENANCE MUST BE PERFORMED AS SOON AS PRACTICAL OR AS REASONABLY POSSIBLE AND BEFORE THE NEXT STORM EVENT WHENEVER PRACTICABLE.
4. PROVIDE SILT FENCE AND/OR OTHER CONTROL DEVICES, AS MAY BE REQUIRED, TO CONTROL SOIL EROSION DURING UTILITY CONSTRUCTION. ALL DISTURBED AREAS SHALL BE CLEANED, GRADED, AND STABILIZED WITH GRASSING IMMEDIATELY AFTER THE UTILITY INSTALLATION. FILL, COVER, AND TEMPORARY SEEDING AT THE END OF EACH DAY ARE RECOMMENDED. IF WATER IS ENCOUNTERED WHILE TRENCHING, THE WATER SHOULD BE FILTERED TO REMOVE ANY SEDIMENTS BEFORE BEING PUMPED BACK INTO ANY WATERS OF THE STATE.
 5. ALL EROSION CONTROL DEVICES SHALL BE PROPERLY MAINTAINED DURING ALL PHASES OF CONSTRUCTION UNTIL THE COMPLETION OF ALL CONSTRUCTION ACTIVITIES AND ALL DISTURBED AREAS HAVE BEEN STABILIZED. ADDITIONAL CONTROL DEVICES MAY BE REQUIRED DURING CONSTRUCTION IN ORDER TO CONTROL EROSION AND/OR OFF-SITE SEDIMENTATION. ALL TEMPORARY CONTROL DEVICES SHALL BE REMOVED ONCE CONSTRUCTION IS COMPLETE AND THE SITE IS STABILIZED.
 6. THE CONTRACTOR MUST TAKE NECESSARY ACTION TO MINIMIZE THE TRACKING OF MUD ONTO PAVED ROADWAY(S) FROM CONSTRUCTION AREAS AND THE GENERATION OF DUST. THE CONTRACTOR SHALL DAILY REMOVE MUD/ SOIL FROM PAVEMENT, AS MAY BE REQUIRED.
 7. RESIDENTIAL SUBDIVISIONS REQUIRE EROSION CONTROL FEATURES FOR INFRASTRUCTURE AS WELL AS FOR INDIVIDUAL LOT CONSTRUCTION. INDIVIDUAL PROPERTY OWNERS SHALL FOLLOW THESE PLANS DURING CONSTRUCTION OR OBTAIN APPROVAL OF AN INDIVIDUAL PLAN IN ACCORDANCE WITH S.C. REG. 72-300 et seq. AND SCRI00000.
 8. TEMPORARY DIVERSION BERMS AND/OR DITCHES WILL BE PROVIDED AS NEEDED DURING CONSTRUCTION TO PROTECT WORK AREAS FROM UPSLOPE RUNOFF AND/OR TO DIVERT SEDIMENT-LADEN WATER TO APPROPRIATE TRAPS OR STABLE OUTLETS.
 9. ALL WATERS OF THE STATE (W6S), INCLUDING WETLANDS, ARE TO BE FLAGGED OR OTHERWISE CLEARLY MARKED IN THE FIELD. A DOUBLE ROW OF SILT FENCE IS TO BE INSTALLED IN ALL AREAS WHERE A 50-FOOT BUFFER CAN'T BE MAINTAINED BETWEEN THE DISTURBED AREA AND ALL W6S. A 10-FOOT BUFFER SHOULD BE MAINTAINED BETWEEN THE LAST ROW OF SILT FENCE AND ALL W6S.
 10. LITTER, CONSTRUCTION DEBRIS, OILS, FUELS, AND BUILDING PRODUCTS WITH SIGNIFICANT POTENTIAL FOR IMPACT (SUCH AS STOCKPILES OF FRESHLY TREATED LUMBER) AND CONSTRUCTION CHEMICALS THAT COULD BE EXPOSED TO STORM WATER MUST BE PREVENTED FROM BECOMING A POLLUTANT SOURCE IN STORM WATER DISCHARGES.

BEAUFORT COUNTY	EROSION CONTROL NOTES S-40						
4	3	2	1	DATE	DATE	DATE	DATE
BY	BY	BY	BY	DATE	DATE	DATE	DATE
DESCRIPTION OF REVISION	DESCRIPTION OF REVISION	DESCRIPTION OF REVISION	DESCRIPTION OF REVISION	DATE	DATE	DATE	DATE

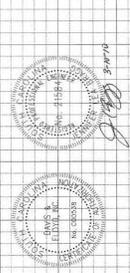
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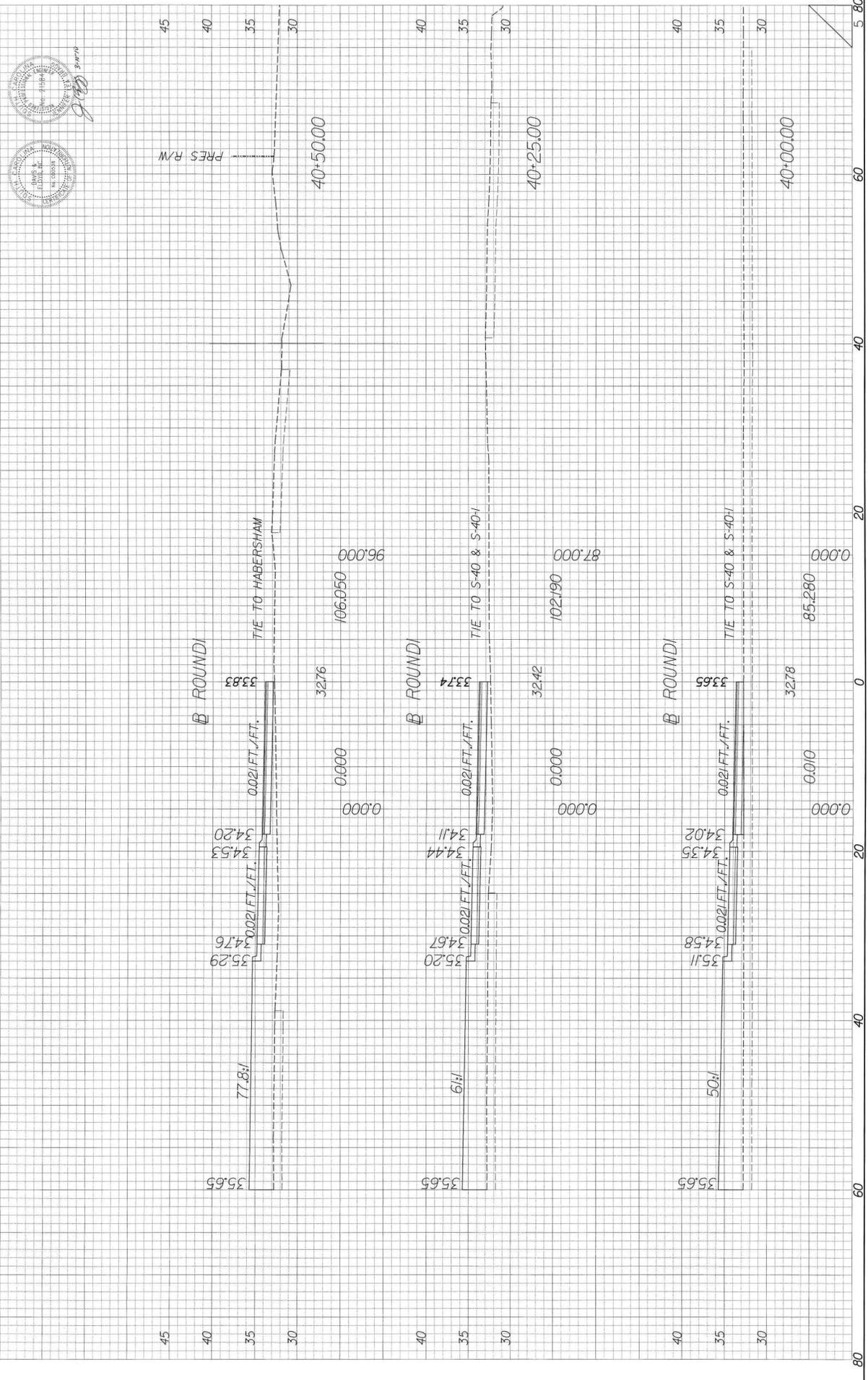
REGISTERED PROFESSIONAL ENGINEERS
 STATE OF SOUTH CAROLINA
 No. 21598
 No. 00000

CONSTRUCTION PLANS

STATE 5 COUNTY BEAUFORT PROJECT NO. 02000 FILE NO. 0.0000 SHEET NO. 5-40 TOTAL SHEETS 11

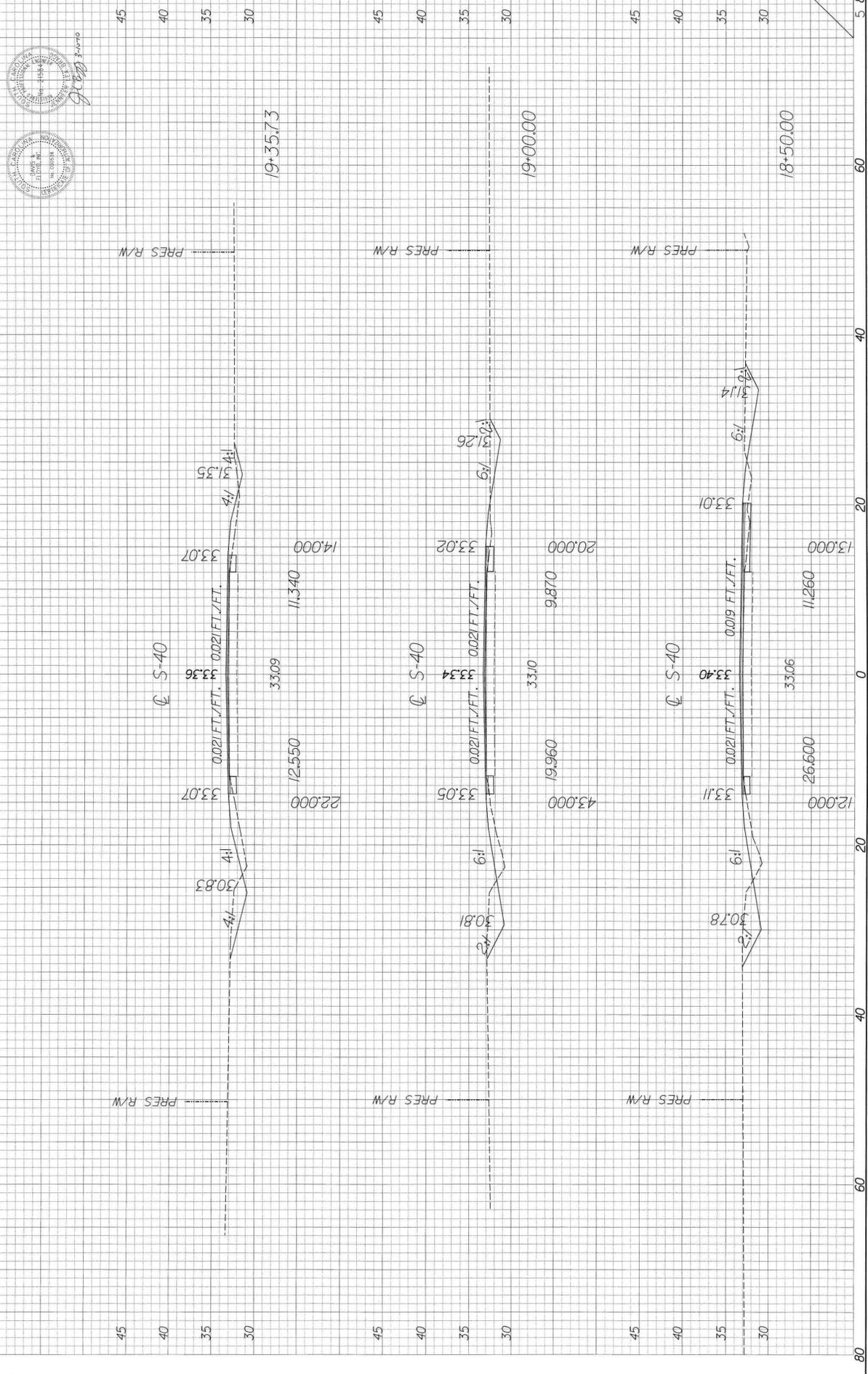


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CONSTRUCTION PLANS

FEDERAL STATE	COUNTY	FILE NO.	PROJECT NO.	ROUTE	SHEET	TOTAL SHEETS
S.C.	BEAUFORT	0.0000	0000	S-40	5-40	XII

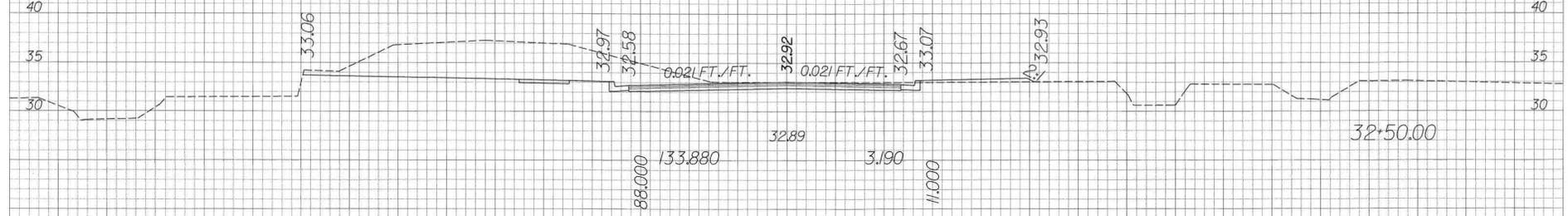


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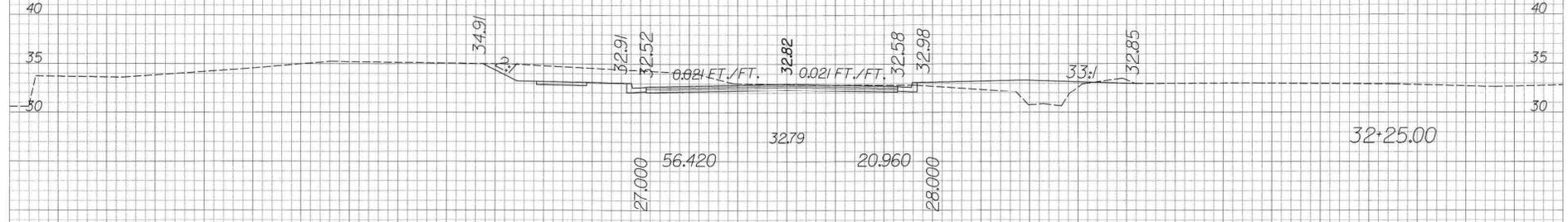


J. Long 2-1-10

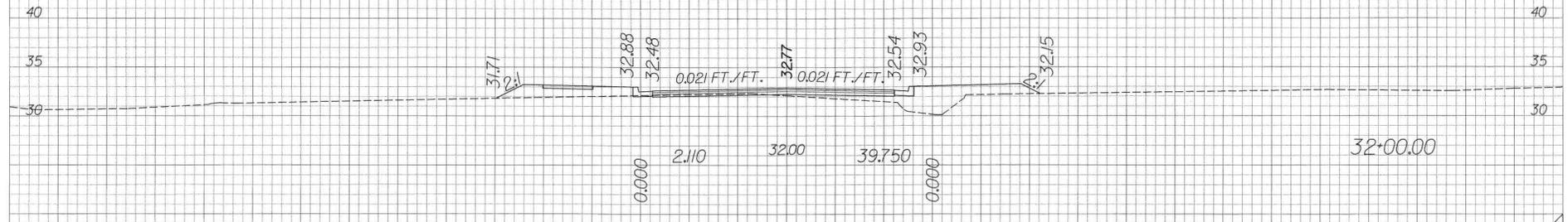
① HABERSHAM



① HABERSHAM



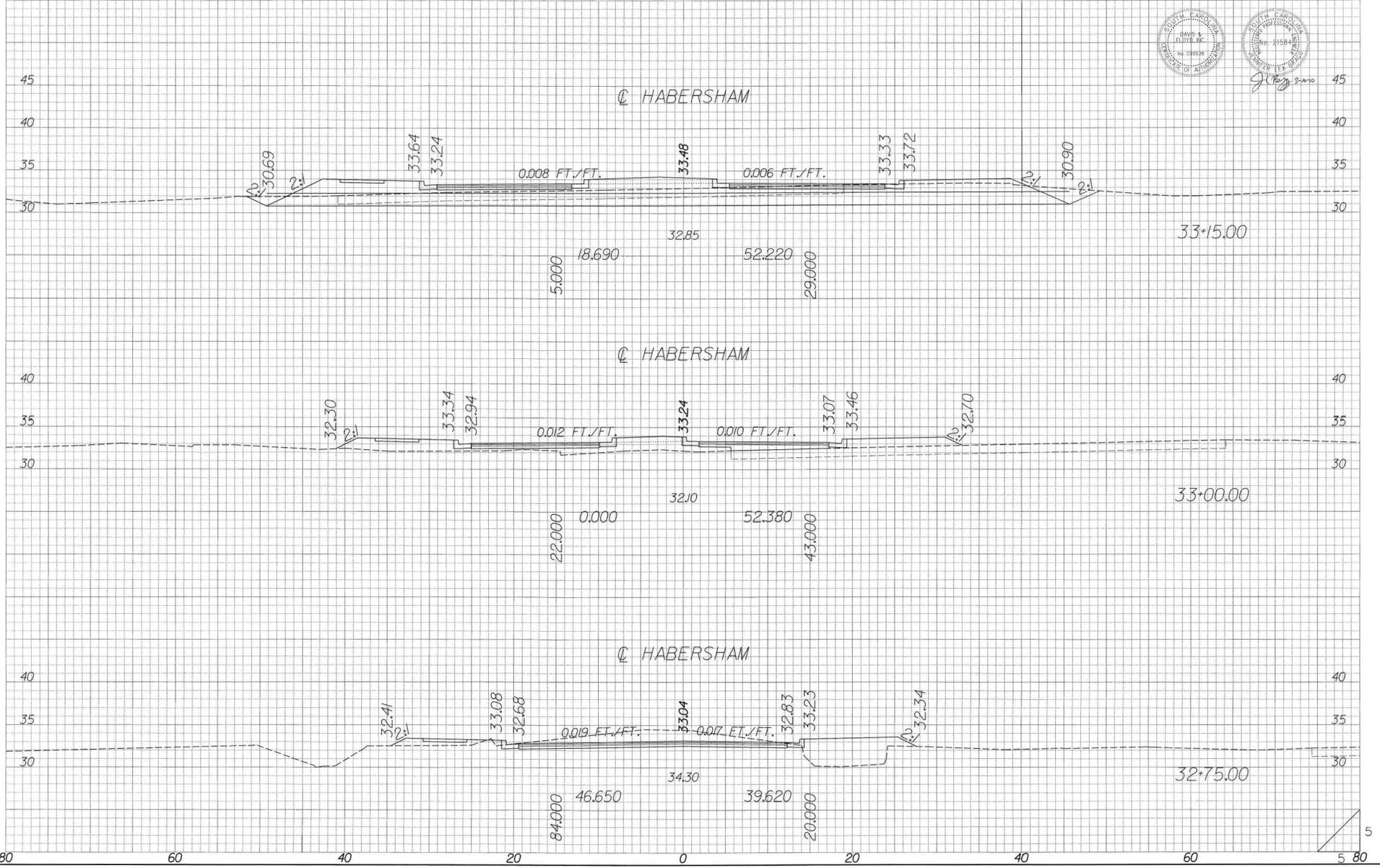
① HABERSHAM



FED. RD. DIST. NO.	STATE	COUNTY	FILE NO.	PROJECT NO.	ROUTE NO.	SHEET NO.	TOTAL SHEETS
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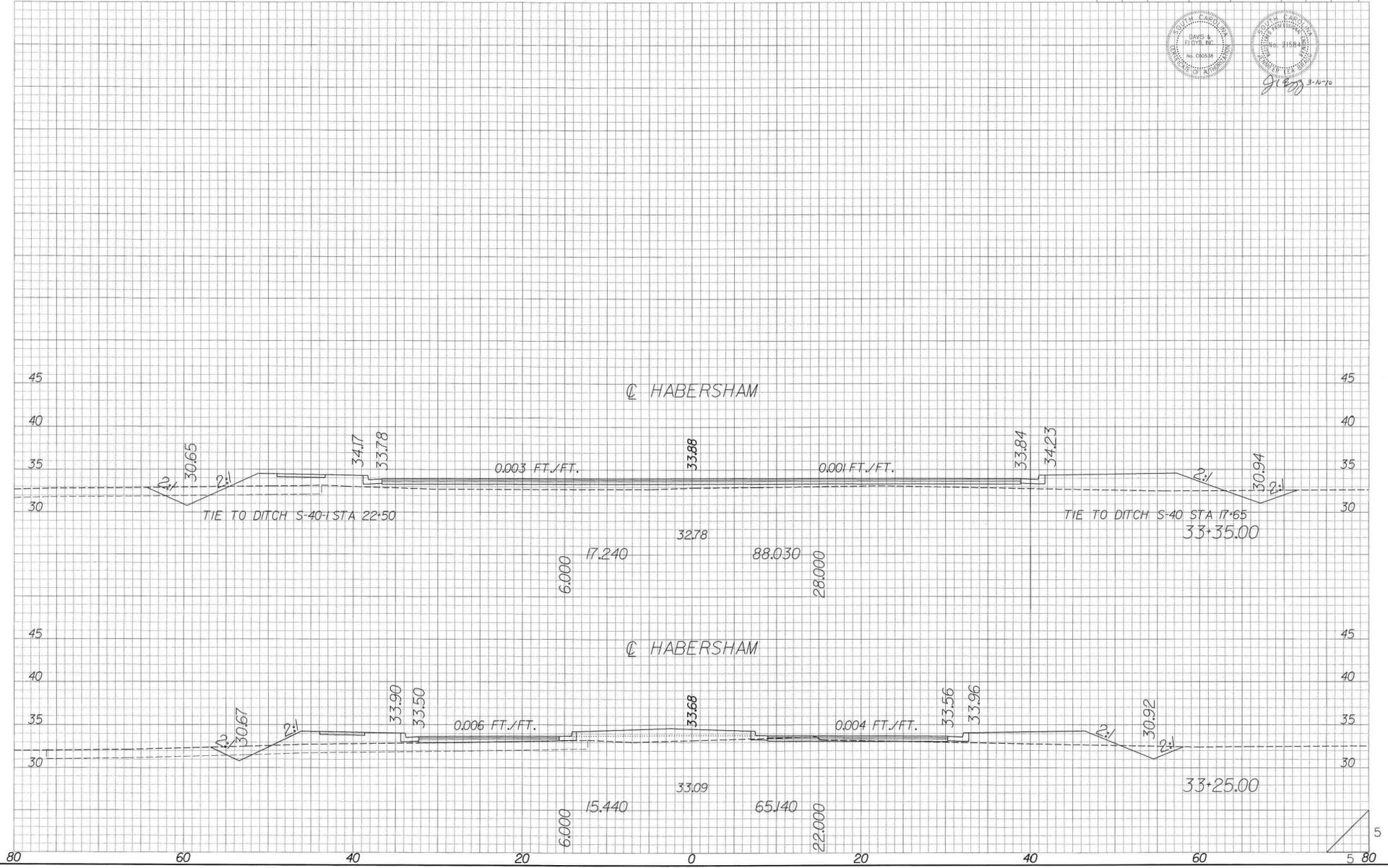
J. O. [Signature] 3-10-10



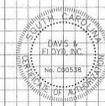
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3	S.C.	BEAUFORT	0.0000	6000	S-40	X14	



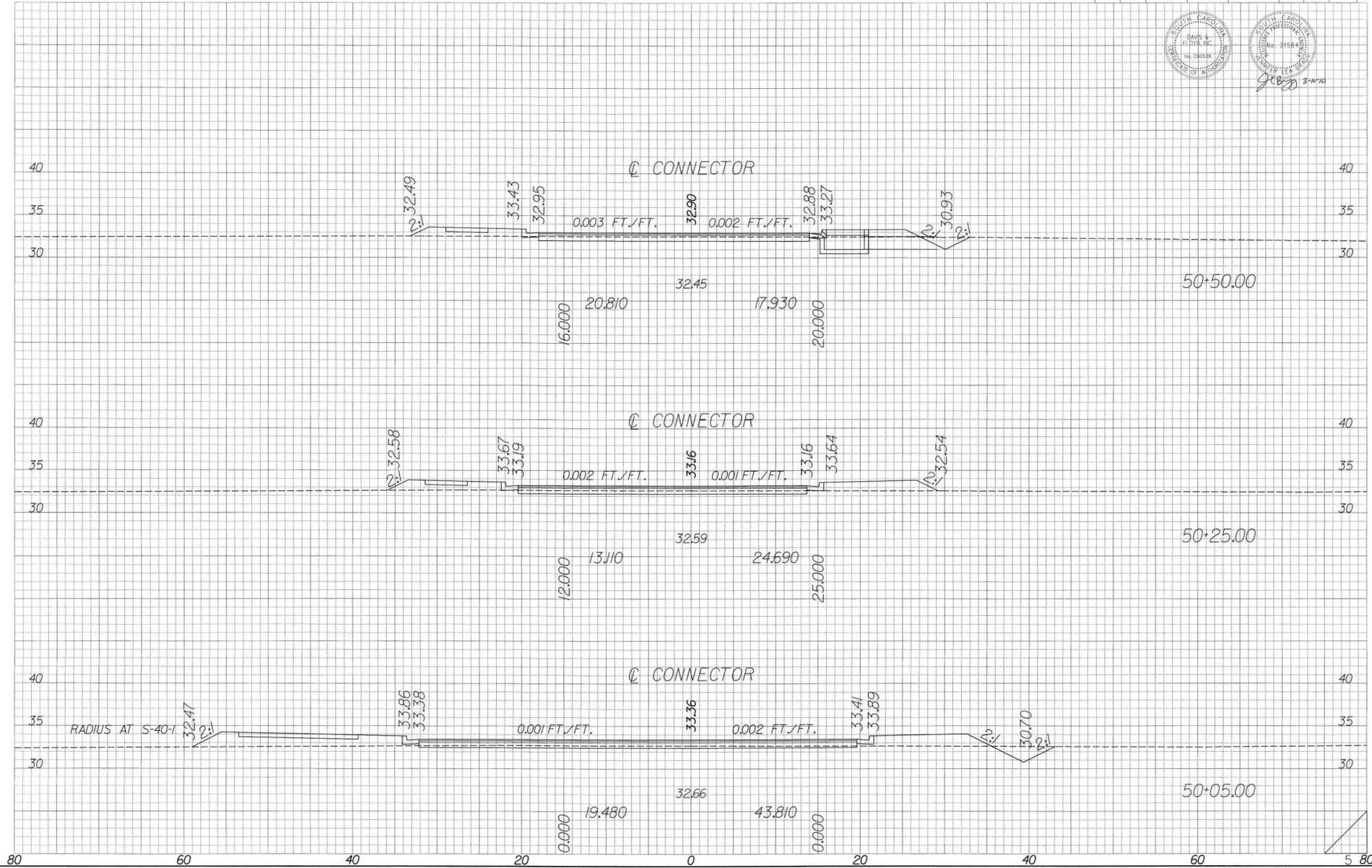
glen 3-11-70



FED. RD. DIST. NO.	STATE	COUNTY	FILE NO.	PROJECT NO.	ROUTE NO.	SHEET NO.	TOTAL SHEETS
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G.B. 8-10-12



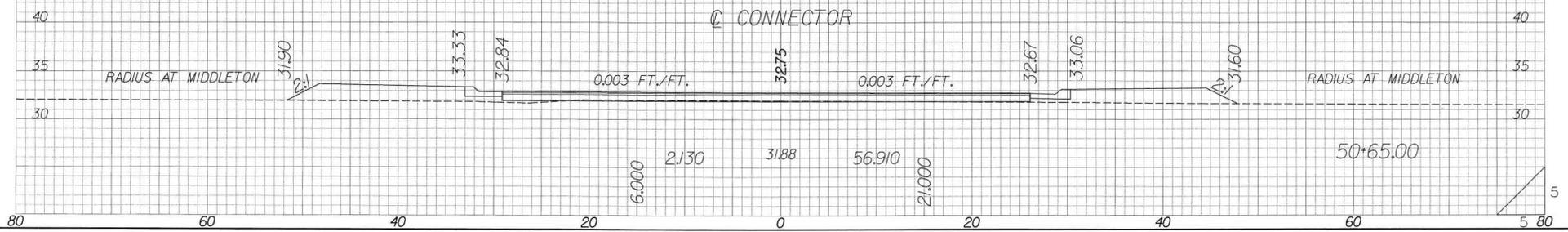
CONSTRUCTION PLANS

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J. H. ... 3-11-10

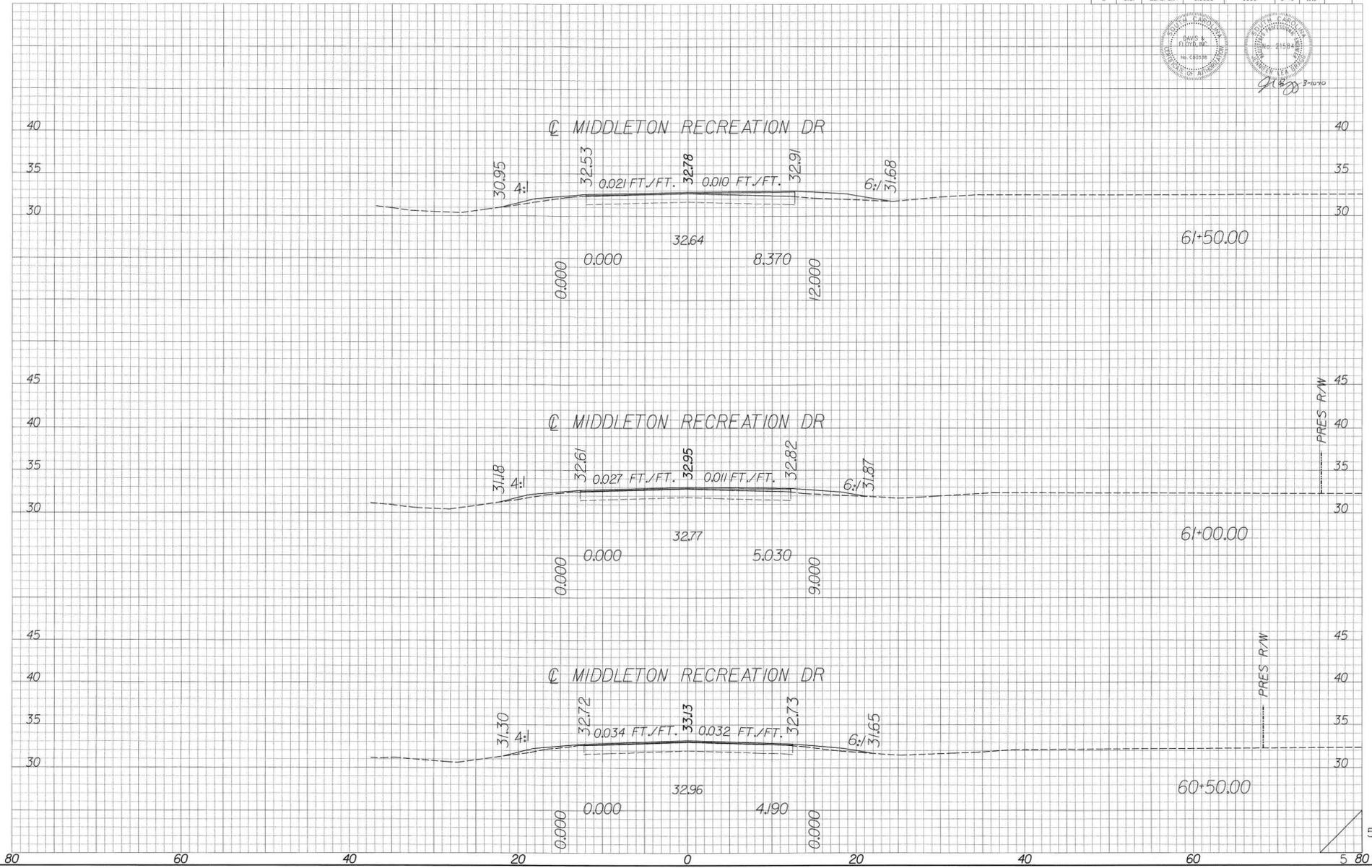
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3-1070

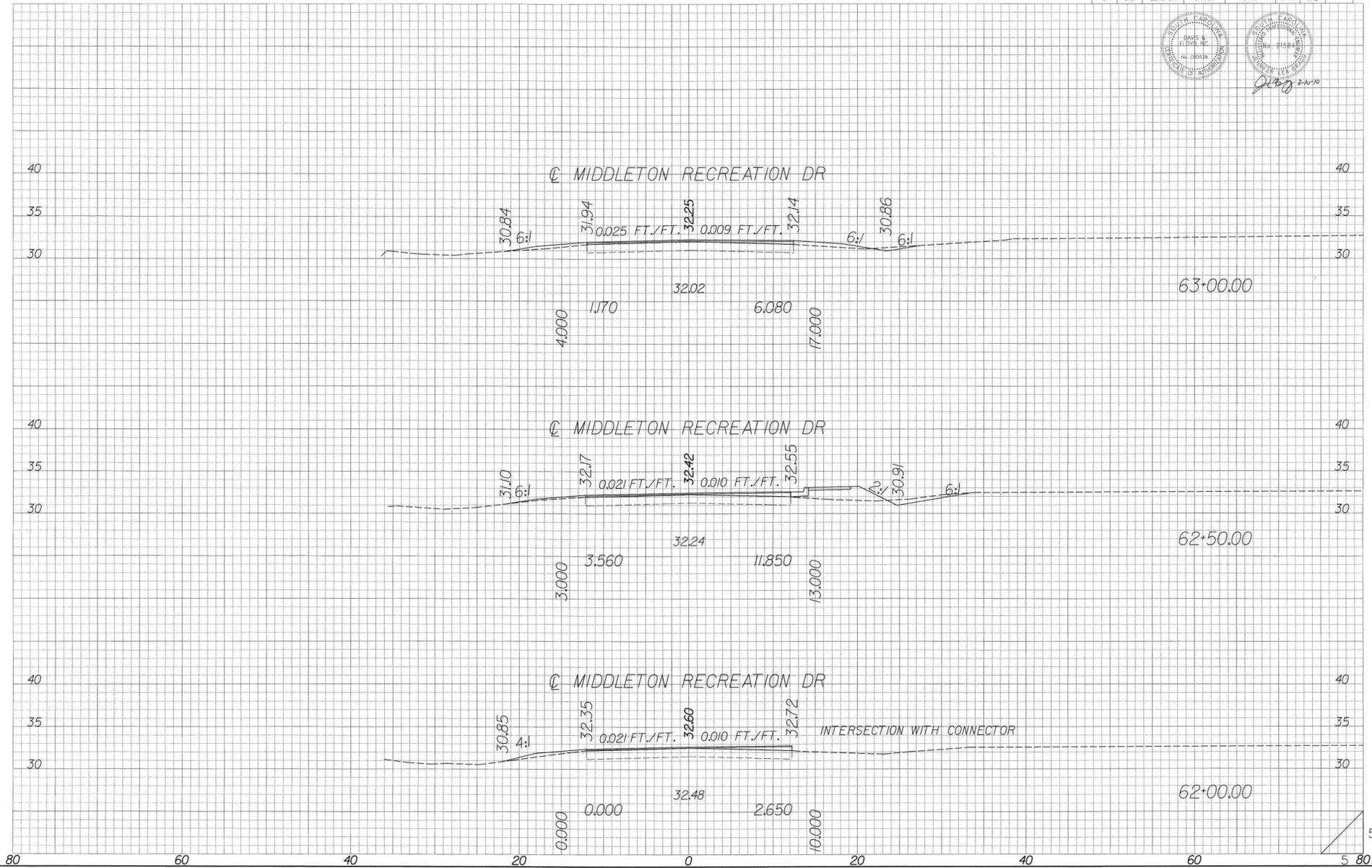


CONSTRUCTION PLANS

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J. Eddy 2-10-10



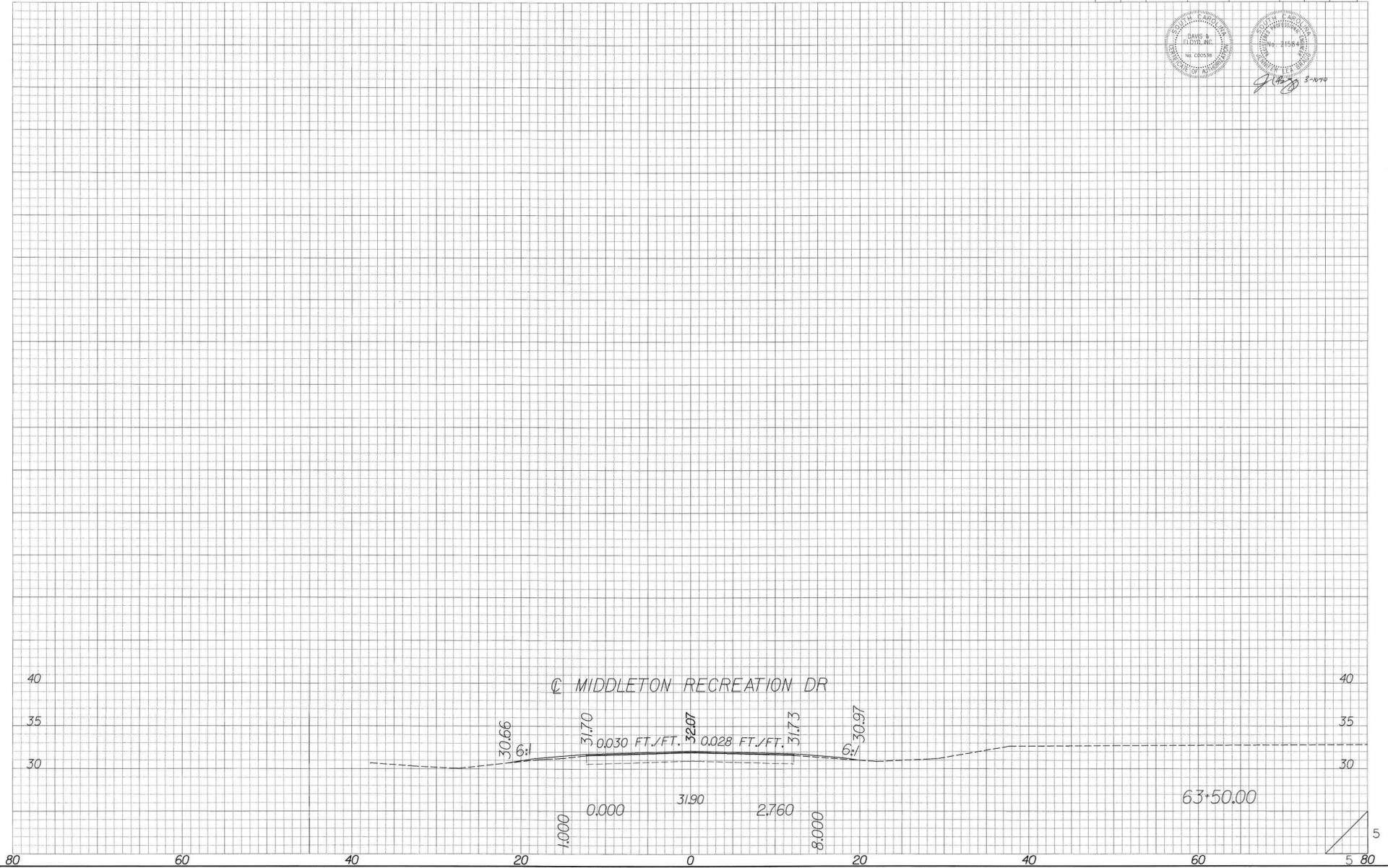
CONSTRUCTION PLANS

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J. Davis 3-1-20

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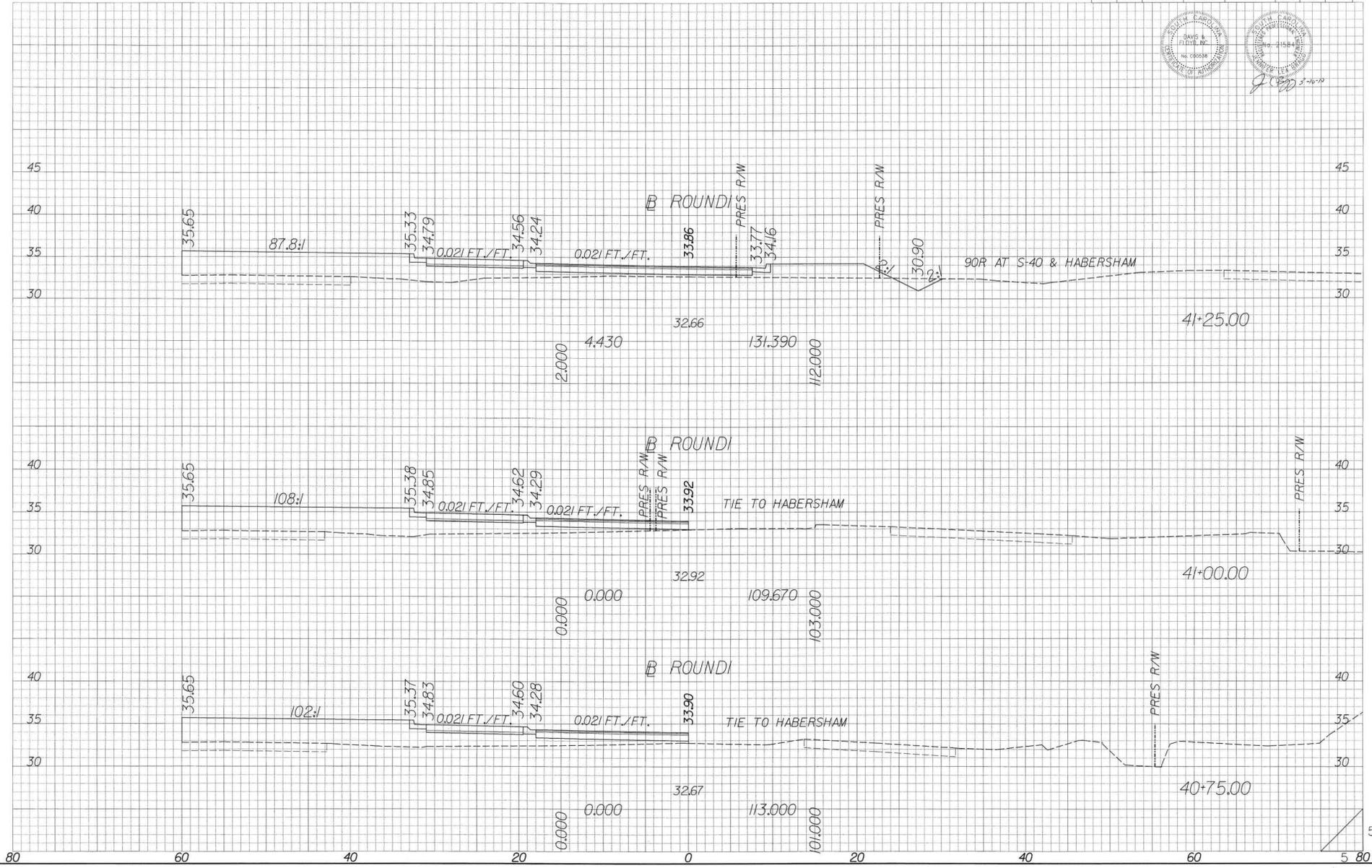


CONSTRUCTION PLANS

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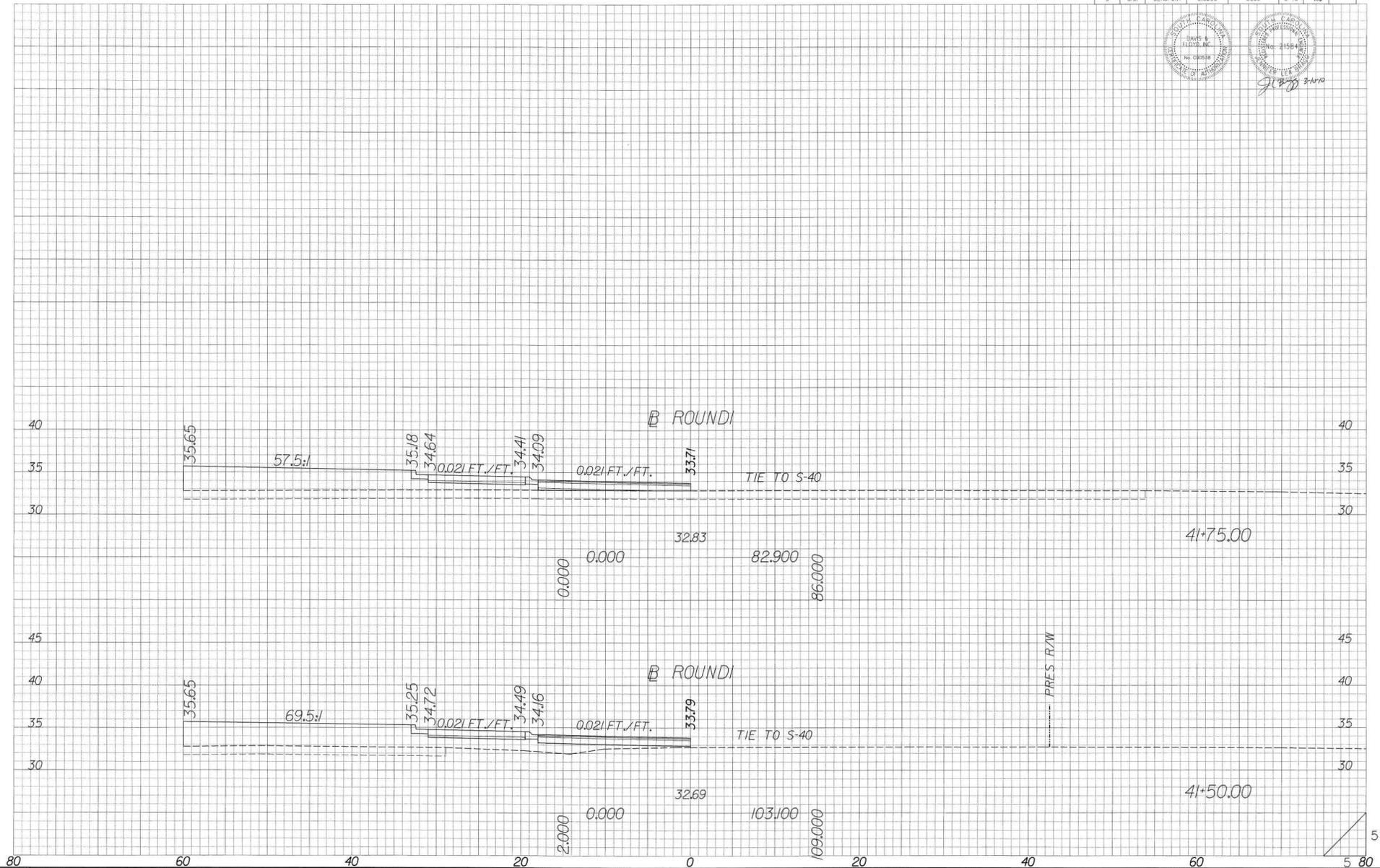
J. [Signature] 3-16-77



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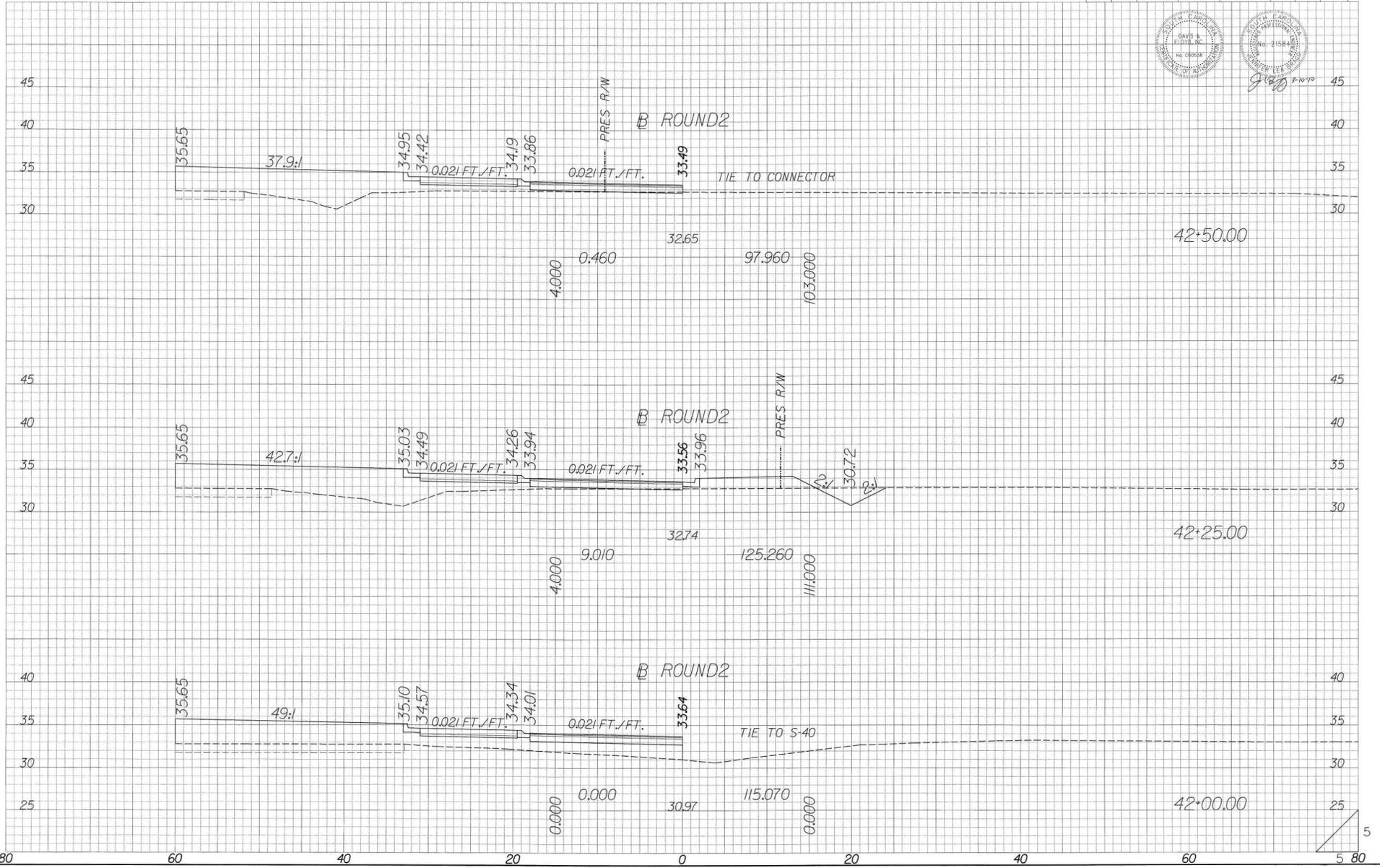
JLB 3/1/10



PERS. NO.	STATE	COUNTY	FILE NO.	PROJECT NO.	ROUTE NO.	SHEET NO.	TOTAL SHEETS
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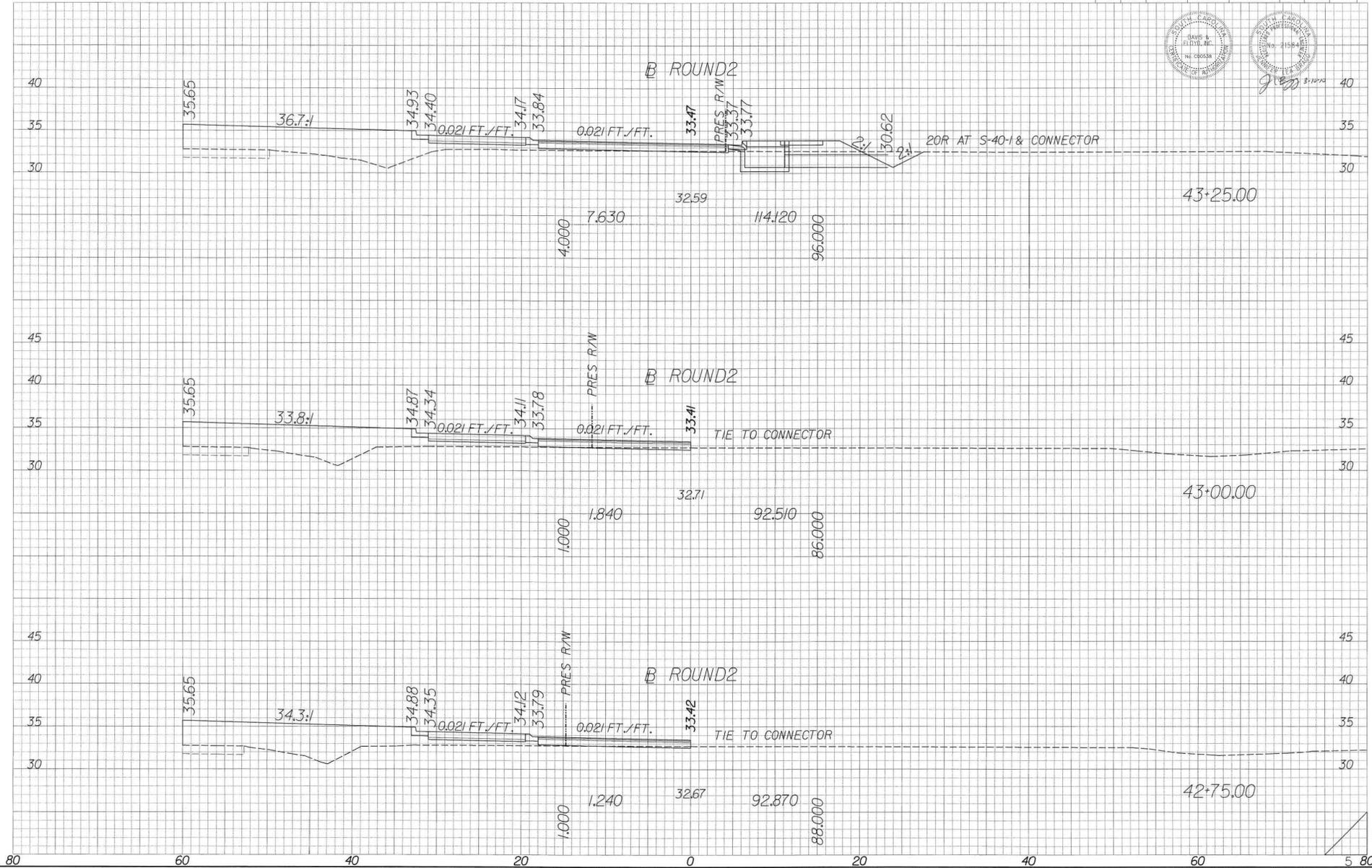
3-10-19



FED. RD DIST. NO.	STATE	COUNTY	FILE NO.	PROJECT NO.	ROUTE NO.	SHEET NO.	TOTAL SHEETS
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J.P. ... 8-10-20

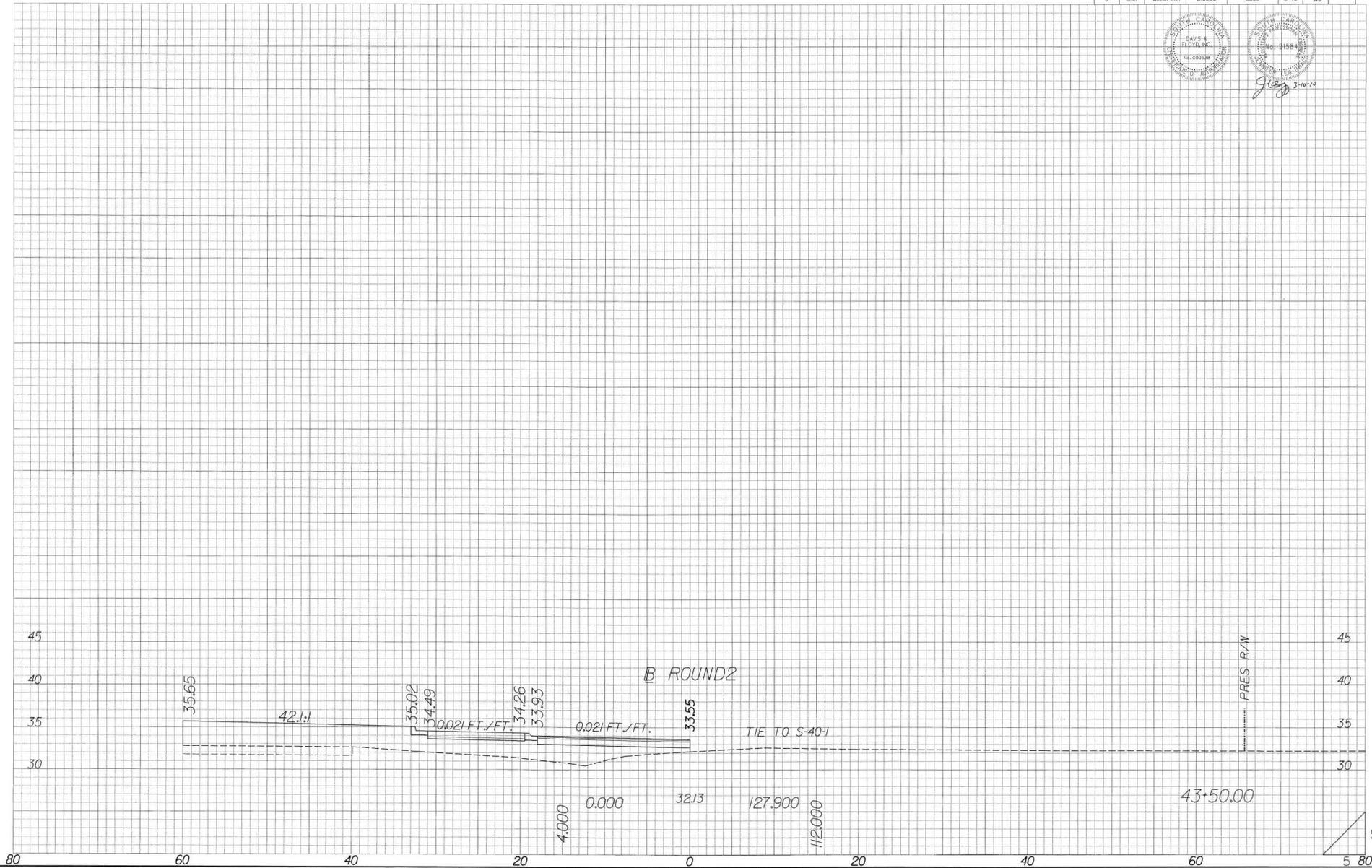


CONSTRUCTION PLANS

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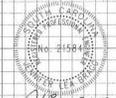


J. Flynn
3-10-70

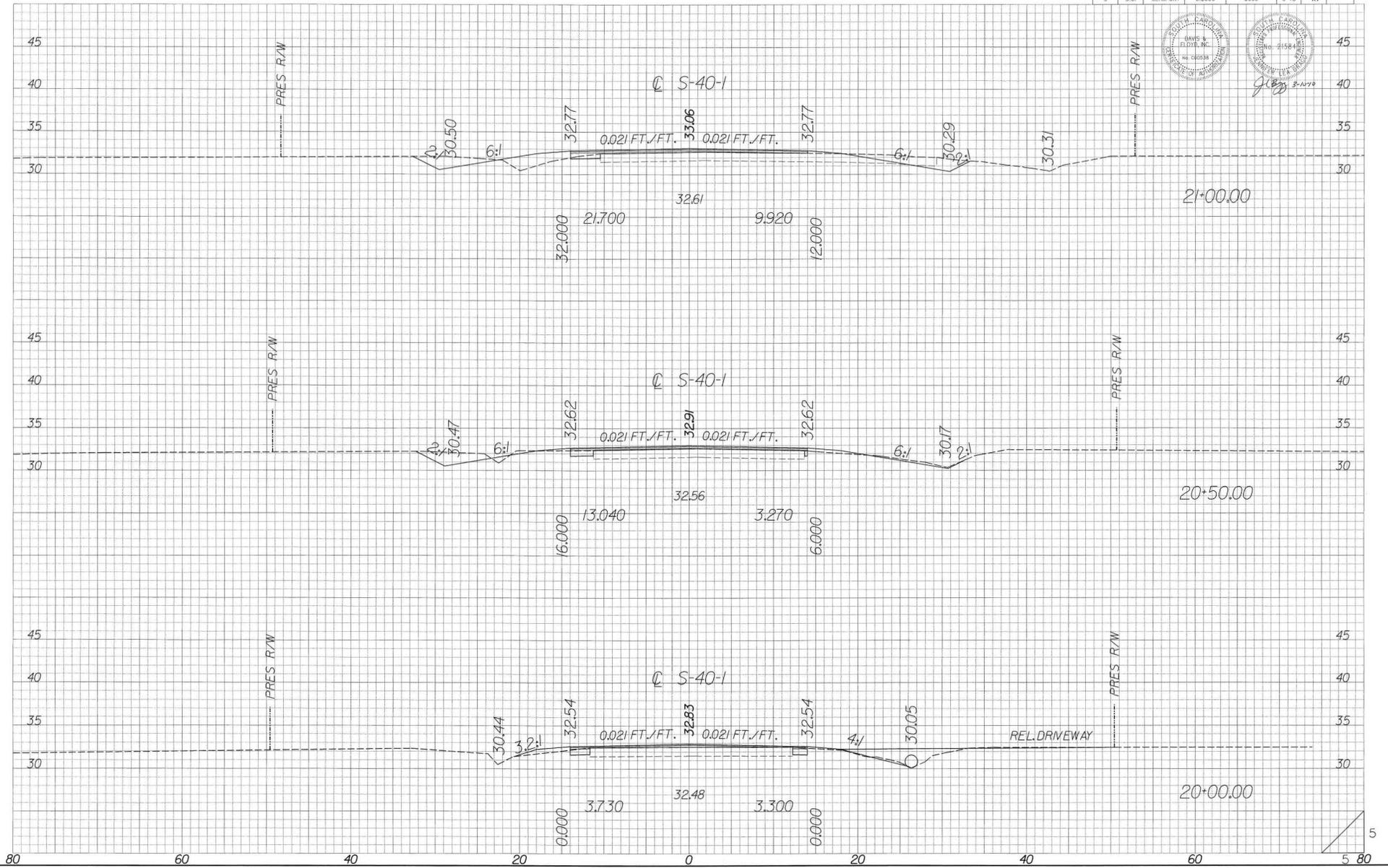


CONSTRUCTION PLANS

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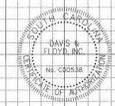


J. Elledge 5-11-79

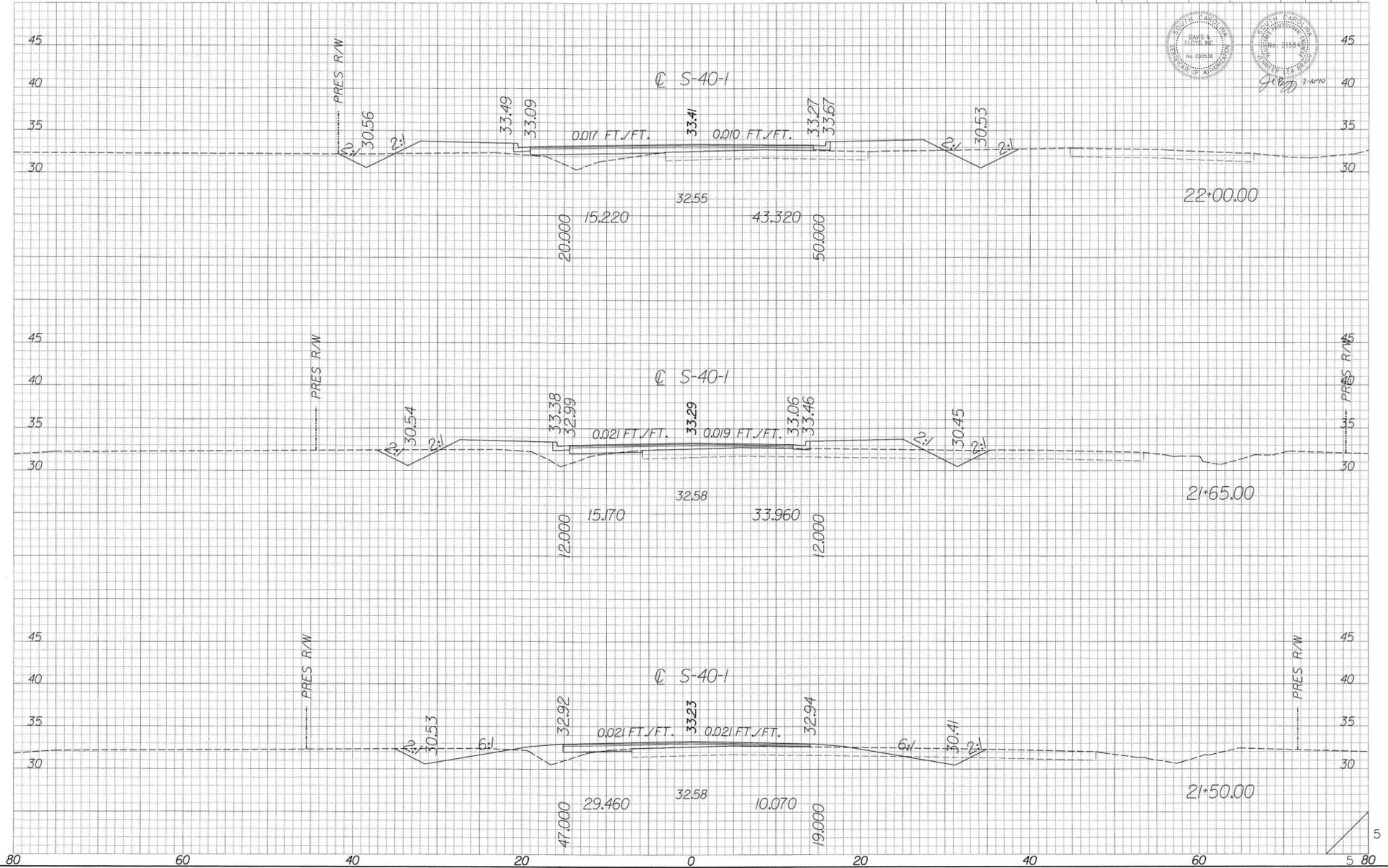


CONSTRUCTION PLANS

FED. RD. DIST. NO.	STATE	COUNTY	FILE NO.	PROJECT NO.	ROUTE NO.	SHEET NO.	TOTAL SHEETS
3	S.C.	BEAUFORT	0.0000	0000	5-40	X8	



J. B. [Signature] 3-14-10



CONSTRUCTION PLANS

FED. RD. DIST. NO.	STATE	COUNTY	FILE NO.	PROJECT NO.	ROUTE NO.	SHEET NO.	TOTAL SHEETS
3	S.C.	BEAUFORT	0.0000	0000	S-40	X9	



J. C. B. 3-10-10

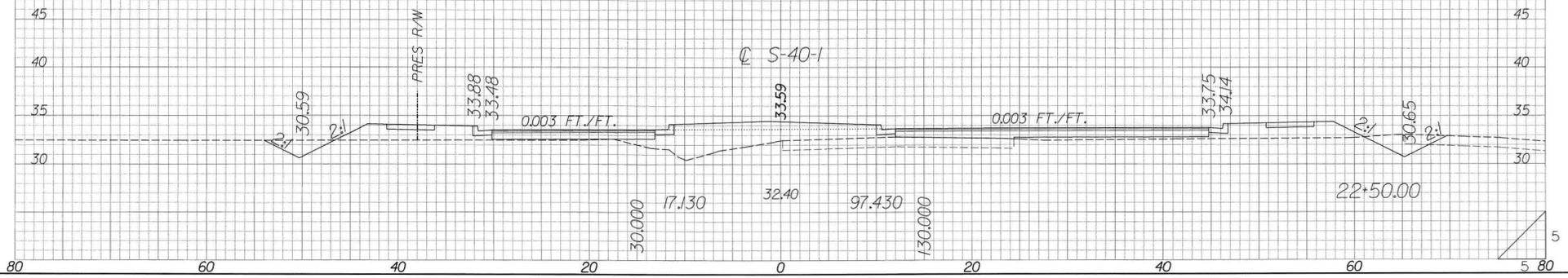


Exhibit E

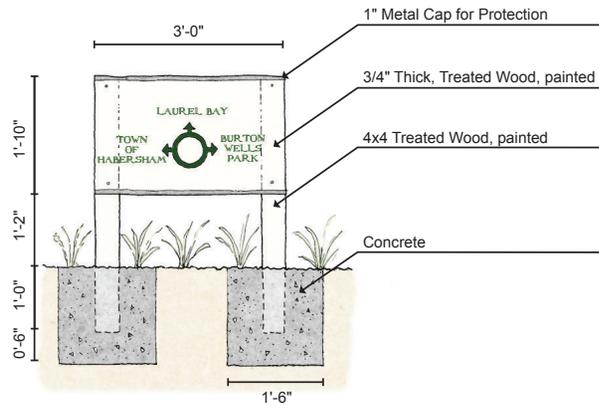
Cherokee Farms, Needles Road and Joe Frazier Road Improvements, Conceptual Plan



HABERSHAM & CHEROKEE FARMS
Regional Context

Exhibit F

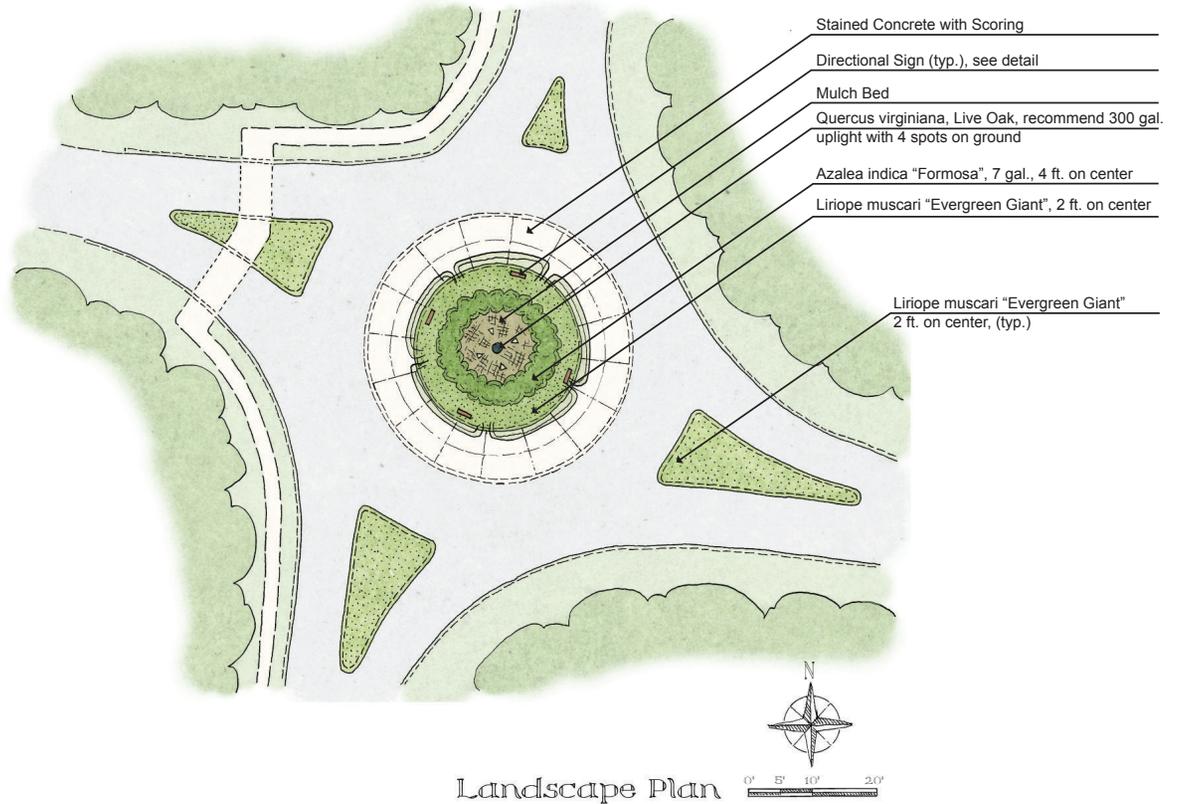
Joe Frazier Road Round-a-bout Landscape Plan



Sign Detail



JOE FRAZIER ROAD
ROUND-A-BOUT
LANDSCAPE PLAN



Landscape Plan



Exhibit G

Beaufort County Zoning and Development Standards Ordinances (“ZDSO”)

Resolution No. _____

A RESOLUTION OF BEAUFORT COUNTY COUNCIL ADOPTING THE 2014
GREENPRINT MAP IDENTIFYING AREAS OF FOCUS FOR FUTURE LAND
ACQUISITION AND CONSERVATION RELATED ACTIVITIES

WHEREAS, Beaufort County has enjoyed significant success in the preservation of historically significant and ecologically sensitive areas throughout the County; and

WHEREAS, a significant planning tool that assisted in the acquisition of many of these parcels was the Greenprint Map that was created in 2006; and

WHEREAS, in order to continue success enjoyed by the County, it is necessary to adopt an updated Greenprint Map, which takes into account a baseline of properties that have already been acquired through the County's Rural and Critical Lands Program, or through other conservation-related entities such as the Beaufort County Open Land Trust as well as providing guidance on future areas that are identified for protection or illustrate areas of high priority for conservation; and

WHEREAS, through the collection of public input and empirical data gathered during the creation of the update Greenprint Map, this document will be able to be used as an advisory tool by Beaufort County Council and other interested parties to guide decisions on future land acquisitions and environmental protection policies.

NOW, THEREFORE, BE IT RESOLVED BY BEAUFORT COUNTY COUNCIL, that it hereby adopts the 2014 Greenprint Map, a copy of which is attached to this Resolution as Exhibit A and incorporated herein by reference, for the purposes of being a nonbinding advisory instrument that will be used as a tool for the effective long-range planning and conservation activities of Beaufort County.

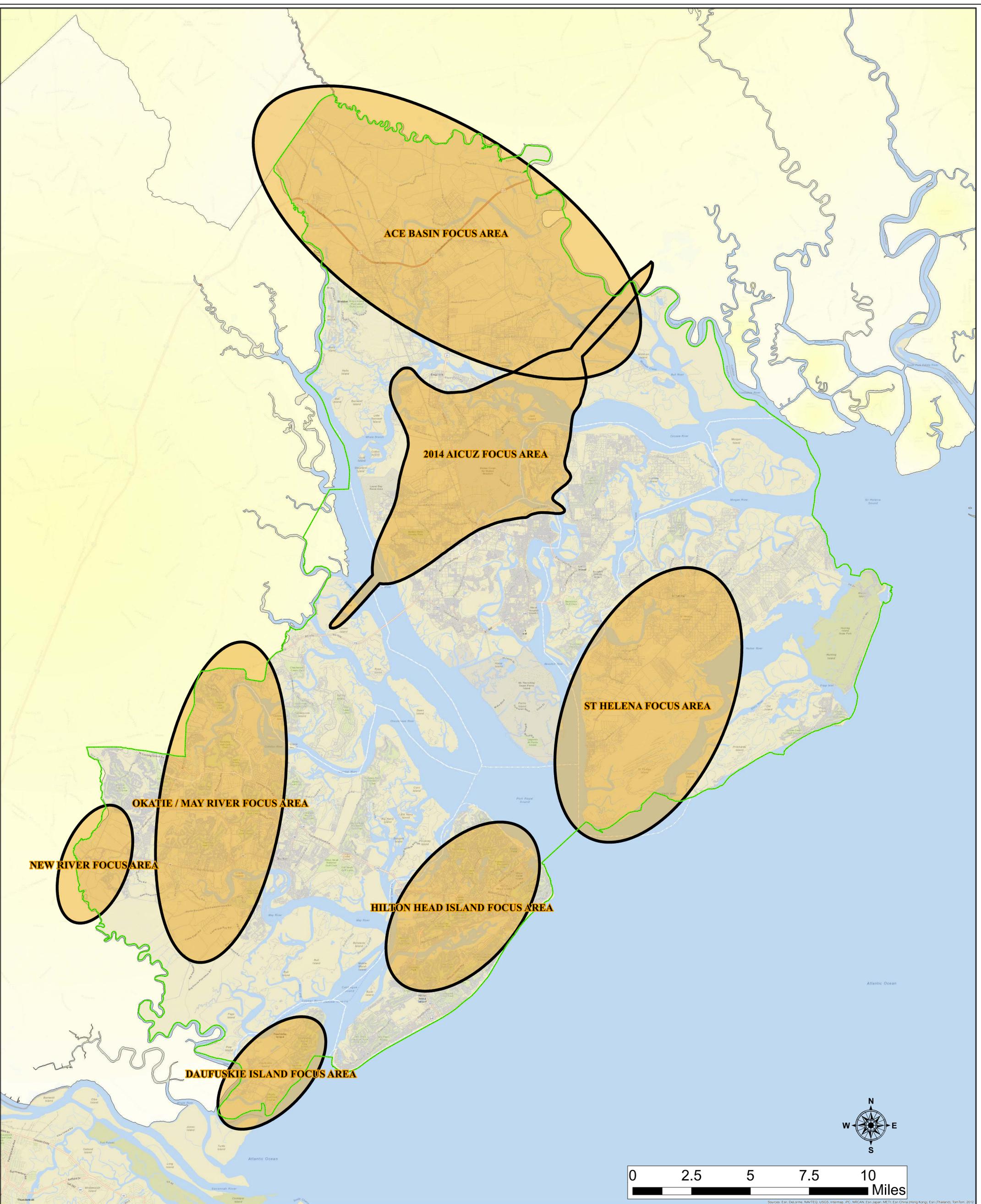
DONE this _____ day of July, 2014.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
D. Paul Sommerville, Chairman

APPROVED AS TO FORM:

Joshua A. Gruber, Staff Attorney



Greenprint Map 2014: Beaufort County



Sources: Esri, DeLorme, NAVTEQ, USGS, Intermap, IPC, NRCAN, Esri Japan, METI, Esri China (Hong Kong), Esri (Thailand), TomTom, 2012

Memorandum

To: Natural Resources Committee of Beaufort County Council
CC: Gary Kubic, County Administrator
From: Anthony Criscitiello, Planning Director *T.C.*
Date: July 24, 2014
Re: Agenda Item Number 4 for the July 28, 2014, Natural Resources Committee Meeting

Dear Committee Member,

The attachments to this cover memo are being provided to inform you how the Code Review process is being handled. The Planning Staff gave the consultants specific sections of the proposed code to use in critiquing how the new code would be used on projects designed and built under the current zoning ordinance. Then specific projects that are already built were selected that would provide a good test of the proposed new code.

The memo from J.K. Tiller defines which ones they are and which category they fall within. The staff is still waiting for the results from the consultants.

Attachments

Criscitiello, Anthony

From: Josh Tiller [Josh@jktiller.com]
Sent: Wednesday, July 23, 2014 11:32 AM
To: Criscitiello, Anthony
Cc: Jim Tiller; Jeff Ackerman
Subject: RE: Code Review

Mr Criscitiello,

Good morning!

Here are the four projects:

1. Harrell Tract (9.79 Acres)- Currently, this site is the location of the Golden Corral and Wild Wing on 278 in Greater Bluffton. We will be using the C5 Conventional zone & C5/Commercial Redevelopment TCP on this medium sized commercial site.
2. Heyward Point (605.88 Acres)- Located on the mainland west of Callawassie Island. We have been tasked to apply the T2 Rural zone to this tract of land.
3. Magnolia Park Apartments (7.15 Acres)- This site is located near Laurel Bay, across from the Food Lion. We will apply the C3 Zone using a Mansion Apartment (6 Units/Building) as the building type.
4. Mint Farms (66 Acres)- This project site is located adjacent to Battery Creek HS. We will apply the C3 & C3(Neighborhood Scale TCP) standards to this site.

We are wrapping up all of our data gathering and base map preparation for each project and have started preliminary planning. We should have our first early concepts ready by next week for your preliminary review. By Monday we should be at the 25% completion point for the projects.

Let me know if you need anything else.

Regards,

Josh K. Tiller, PLA, ASLA
Vice President

J. K. TILLER ASSOCIATES, INC.
Land Planning/Landscape Architecture
10 Pinckney Colony Rd., Suite 101
Bluffton, South Carolina 29909
Voice: 843.815.4800
Fax: 843.815.4802
Web: www.jktiller.com
Facebook: [J. K. Tiller Associates](#)

From: Criscitiello, Anthony [<mailto:tonyc@bcgov.net>]
Sent: Wednesday, July 23, 2014 11:05 AM
To: Josh Tiller
Cc: Jim Tiller; Jeff Ackerman
Subject: Code Review

Josh,
I meet today at 4 p.m. with Brian Flewelling to discuss the Natural Resources committee agenda. The committee meets at 1 p.m. on Monday July 28th. What I need to do is give the committee a 5 minute update of where we stand on the review, i.e, name of projects and % complete on evaluations of each. Can you give me that?
Tony

		Small Commercial Site Plan	Med Commercial Site Plan	Single-Family Res Site Plan	Multi-Family Res Site Plan	Mixed-Use Site Plan
Natural Resource Protection						
5.11.40	Non-Tidal Wetland Delineation	X	X	X	X	X
5.11.90	Forest Resource Delineation – Calculate % of forest that needs to be preserved based on zoning district using Table 5.11.90.A	X	X	X	X	X
Division 5.12 and BMP Manual	Stormwater Standards – Utilize Division 5.12 to determine requirements for volume runoff control and pollution load control. Use Table 5.12.30.C to determine appropriate BMP for zoning district. Use Stormwater BMP Manual for detailed engineering requirements.	X	X	X	X	X
Buffers						
5.11.60	River Buffer – If development adjoins tidal wetlands, use Table 5.11.60.A to determine buffer and setback from the critical line per the development type and zoning designation.	X	X	X	X	X
5.11.40.F	Non-Tidal Wetland Setback/Buffer – Apply setback to non-tidal wetlands according to development type.	X	X	X	X	X
5.8.90	Perimeter Buffers – Apply perimeter buffer between development and adjoining properties. Use Table 5.8.90.F to determine required buffer. Use Table 5.8.90.D for buffer width and standards.	X	X	X	X	X
5.8.50	Thoroughfare Buffers – Use Table 5.8.40.A to determine whether a thoroughfare buffer is required. Use Table 5.8.50 for buffer width, planting, and opacity requirements.	X	X	X	X	X
Civic and Open Space						
2.8.40.B	Civic Space – Calculate civic space acreage based on Table 2.8.40.B (Civic space can include resource protection areas and stormwater ponds if they are equipped with amenities to make them accessible and enjoyable to the public). Configure appropriate civic space types according to the requirements in Table 2.8.30.A.	X	X	X	X	X
2.8.40.A	Open Space – Calculate open space acreage based on Table 2.8.40.A (Open space includes protected resources, buffers, stormwater ponds, and civic space).	X	X	X	X	X
Blocks and Thoroughfares						
2.2.30	Thoroughfare Network – Establish an orderly hierarchy of street types meeting the external connectivity requirements (2.2.30.D) and limiting cul-de-sacs (2.2.30.E).	X	X	X	X	X

2.2.40	Block Design – Adhere to the street length and block perimeter length standards in Table 2.2.40.A according to the development type and zoning designation.	X	X	X	X	X
2.2.40.F	Alleys – Where the average lot width on the block face is 55 feet or less, alleys are required.			X		X
2.2.90	Thoroughfare Design – Use Table 2.2.90.D to assemble appropriate configuration and widths of travel and parking lanes according to design speed and zoning designation. Use Table 2.9.90.E to assemble public frontage (swale vs. curb and gutter, planter strip, street trees, and sidewalk) for each thoroughfare.	X	X	X	X	X
Lots						
Article 3	Density (Conventional Zones) – establish maximum gross density using standards in applicable conventional zone per development type.			X	X	X
Article 3	Lot Dimensions and Building Envelope – Use minimum lot size and lot width standards from applicable zoning district. Establish building envelope using setback or build-to zone standards in applicable zoning district	X	X	X	X	X
Division 5.1	Building Type (Transect Zones) – Apply additional minimum lot size and width standards set forth for specific building types (duplex, townhouse, mansion apartment, apartment house, etc.)	X				X
2.2.50	Additional Lot Standards - Use Section 2.2.50 for additional standards for lot access, configuration, drainage, etc.	X	X	X	X	X
Commercial Standards						
Article 3	Floor Area Ratio (Conventional Zones) – apply floor area ratio to determine maximum square footage yield per acre.		X			
5.5.40.A	Parking Requirements – Use Table 5.5.40.B to determine parking requirements per use type. Adjust parking requirements for shared parking, special housing, golf cart parking, availability of on-street parking, bicycle parking substitution per the standards in 5.5.40.A2.	X	X		X	X
5.5.50	Parking Dimensions and Layout – Apply parking space dimension and drive aisle widths per Table 5.5.50.A.	X	X		X	X
Division 5.8	Landscaping – Use Table 5.8.40.A to determine applicable landscaping requirements. Apply foundation buffer (5.8.60), private frontage landscaping (5.8.70), and parking area landscaping (5.8.80).	X	X		X	X
Division 2.9	Commercial Oriented Community Standards (Conventional Zones) – Apply the standards of this division. Lay out buildings and parking lots around a network of thoroughfares following the standards for blocks and thoroughfares above. For example, thoroughfares shall have on-street parking, sidewalks, and street trees. Buildings shall directly front thoroughfares. Outparcels shall be configured so buildings define street edges and development entry points. The Food Lion Shopping Center near Sun City is a good local example to follow.	X	X			

Additional Commercial Standards for Transect Zones					
Division 5.1	Choose a Building Type - Check zoning district in Article 3 to determine allowable building types. Use standards in Division 5.1) for minimum lot size requirements, building massing, and location of parking.	X			X
Division 5.2	Private Frontage Standards – Find permitted private frontage types in Division 5.1 for the applicable building type. Use standards in Division 5.2 to determine dimensions and configuration of private frontage.	X			X
Multi-Family Standards					
Article 3	Density (Conventional Zones) – Establish maximum gross density using standards in applicable conventional zone per development type. For multi-family in C3, follow the Mansion Apartment building type requirements in 5.1.110.			X	
Article 3 and Division 5.1	Density (Transect Zones) – Check zoning district in Article 3 to determine allowable multi-family building types and height restrictions. Use building type standards for mansion apartment (5.1.110) and apartment house (5.1.120) for minimum lot size requirements and minimum and maximum number of dwelling units per building.				X
Division 2.4	Multi-Family Oriented Community Standards (Conventional Zones) – Apply the standards of this division. Lay out buildings and parking lots around a network of thoroughfares following the standards for blocks and thoroughfares above. For example, thoroughfares shall have on-street parking, sidewalks, and street trees. Apartment Buildings shall directly front thoroughfares with off-street parking lots located to the side or rear of buildings.			X	
Traditional Community Plan (TCP) Standards					
Article 3	Density – Establish maximum gross density using standards in applicable conventional zone for TCPs.				X
2.3.40	Type of TCP – Determine type of TCP that is permitted per size threshold and zoning district per Table 2.3.40				X
2.3.50	Pedestrian Sheds – Establish neighborhood center (commercial district or civic feature) from which the pedestrian shed is measured. Design community around a one-quarter mile radius from the neighborhood center.				X
2.3.60	Transect Zones – Develop regulating plan using the requirements for types and mixes of transect zones in Table 2.3.60.B per the type of TCP.				X
2.3.70	Thoroughfare Plan – Establish a thoroughfare plan meeting the requirements of this section, Division 2.2, and Division 2.9.				X
2.3.80	Civic and Open Space – Apply civic and open space per the requirements of this section and Division 2.8.				X