



COUNTY COUNCIL OF BEAUFORT COUNTY

ADMINISTRATION BUILDING 100 RIBAUT ROAD POST OFFICE DRAWER 1228 BEAUFORT, SOUTH CAROLINA 29901-1228 TELEPHONE: (843) 255-2180

D. PAUL SOMMERVILLE **CHAIRMAN**

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FAX: (843) 255-9401 www.bcgov.net

GARY KUBIC COUNTY ADMINISTRATOR

JOSHUA A. GRUBER **COUNTY ATTORNEY**

SUZANNE M. RAINEY CLERK TO COUNCIL.

AGENDA NATURAL RESOURCES COMMITTEE Thursday, October 9, 2014 2:00 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, Division Director

- 1. CALL TO ORDER 2:00 P.M.
- 2. TEXT AMENDMENT TO ZONING AND DEVELOPMENT STANDARDS ORDINANCE (ZDSO), APPENDIX H (COMMERCIAL FISHING VILLAGE OVERLAY DISTRICT), SECTION 5, DEVELOPMENT STANDARDS (AMEND TO REGULATE THE OFF-LOADING, PACKING, AND TRANSPORTING OF CANNONBALL JELLYFISH) (backup)
- 3. ZONING MAP AMENDMENT / REZONING REQUEST: R700-35-51 (4 ACRES) FROM PLANNED UNIT DEVELOPMENT (PUD) TO RURAL/R; OWNER: BRAY'S ISLAND FARMS LLC/AGENT: DAVID TEDDER (backup)
- 4. CONSIDERATION / SOUTHERN BEAUFORT COUNTY **PLANNED** DEVELOPMENT (PUD) AMENDMENT FOR OSPREY POINT (R603-013-000-0006-0000) (119.75 ACRES ALONG S.C. HIGHWAY 170, BLUFFTON); OWNER: LCP III LLC (J. NATHAN DUGGINS III), APPLICANT/AGENT: JOSHUA TILLER (backup)
- 5. CONSIDERATION / OSPREY POINT DEVELOPMENT AGREEMENT (backup)
- 6. CONSIDERATION OF CONTRACT AWARD A. Crystal Lake Phase 2-B (backup)
- 7. DISCUSSION / REAPPOINTMENTS AND APPOINTMENTS
 - A. Northern Corridor Review Board
 - B. Rural and Critical Lands Preservation Review Board
 - C. Southern Corridor Review Board
 - D. Stormwater Management Utility Board





Agenda – Natural Resources Committee October 9, 2014 Page 2

8. ADJOURNMENT

2014 Strategic Plan: Committee Assignments

Community Development Code: Adoption

Comprehensive Plan for County-owned land: Inventory Use and Direction Greenprint Map Update (*Goal Accomplished July 2014*)
Water Quality Office: Next Steps



MEMORANDUM

To:

Beaufort County Planning Commission

From:

Tony Criscitiello, Planning Director

Subject:

Amendment to the ZDSO - Revised

Date:

August 28, 2014 September 19, 2014

ZDSO Section – Appendix H. Commercial Fishing Village Overlay District (CFV)

Background – The Commercial Fishing Village (CFV) overlay district was created in 2000 to help preserve the cultural and economic contributions of the seafood industry to Beaufort County. The district applies to those areas of the County that are currently and have historically been used for commercial fishing. The district is intended to allow for the processing, sale (wholesale and retail) and distribution of commercial fishing products as by-right uses. Limited and special uses are also allowed, which require additional standards be met in addition to the by-right provisions.

In February 2014, the County issued a by-right permit to off-load and transport cannonball jellyfish at 27 Golden Dock Road on St. Helena Island. The property is adjacent to Jenkins Creek and within a CFV overlay district. The South Carolina Department of Health and Environmental Control (DHEC) determined that no wastewater discharge permit was necessary for the unloading activity. They later learned that there would be rinsing and shucking operations at the site, which would require a permit to control water pollution from the discharge. Concerned about the potential for toxicity from washing and shucking operations, DHEC required that Whole Effluent Toxicity (WET) testing be done on wash water generated from the washing of the jellyfish. The testing was completed in May, 2014, and the results released last week. The County is awaiting DHEC's interpretation of those test results.

Summary of Proposed Amendment – This amendment would make the offloading, rinsing, shucking, packing, transport, and/or processing of cannonball jellyfish a special use in the CFV overlay district. Currently, these activities are permitted by right.

Proposed changes are shown as underlined for additions and strike-through for deletions.

Appendix H. COMMERCIAL FISHING VILLAGE OVERLAY DISTRICT (CFV)

Sec. 5 Development Standards

[Note: The proposed change to subsection (a) has been added since the original staff report to provide additional clarification.]

- (a) Permitted uses. The CFV Overlay District is intended primarily for the processing, manufacturing, storage, wholesale, retail, and distribution of commercial fishing products. Where the CFV district is applie3d, the permitted uses shall include those permitted uses specifically referenced in the base zoning, in addition to the following uses:
 - (1) Marine or fishing related retail and service establishments limited to 3,100 square feet.
 - (2) Restaurants, less than 3,100 square feet.
 - (3) Educational facilities, marine research centers and research laboratories for marine products, resources and physical or biological characteristics of the marine environment.
 - (4) Commercial docks as defined by the Office of Ocean and Coastal Resource Management (OCRM) and section 106-1912, water dependent uses, of the Beaufort County ZDSO.
 - (5) Fish house. A commercial establishment that buys and sells, at wholesale and/or retail, seafood products, bait, ice, and other products and services required by the seafood industry, limited to 3,100 square feet.
 - (6) Marine transport services, including public boat landings and boat launches, commercial vessel berthing, excursion services and boat rentals.
 - (7) Boat chartering.
 - (8) Temporary uses specifically involving trap construction, maintenance, and repair.
 - (9) Seafood processing, except where otherwise listed in this section as a limited or special use.
- (c) Special use. Uses designated as "special uses," require more stringent standards, and must be considered and approved by the zoning board of appeals (ZBOA). Where required by the Beaufort County Zoning and Development Standards Ordinance or when deemed necessary by the zoning board of appeals (ZBOA) the DRT, following a pre-application meeting, a community impact statement or portions thereof may be required as part of the application. The following uses and structures shall be permitted in the CFV district if a special use permit, pursuant to section 106-551 Article III (Administrative Procedures), Division 3 (Discretionary Reviews), Subsection IV (Special Uses), Beaufort County ZDSO, has been obtained.

- (1) Ice houses and plants.
- (2) Marine construction and salvage facilities.
- (3) Manufacture and storage of fishing equipment.
- (4) Restaurants greater than 3,100 square feet.
- (5) Uses primarily oriented toward meeting recreational fishing and boating needs.
- (6) The offloading, rinsing, shucking, packing, transport, and/or processing of cannonball jellyfish.

Justification -

The ZDSO recognizes that certain land uses present unique problems with respect to location. These uses are identified as "special uses," and require greater analysis of the potential impacts of such uses at a particular site so as to ensure the public health, safety, and welfare.

The fishing and processing of cannonball jellyfish as an industry is new to Beaufort County in terms of zoning and permitting. With regard to the recent case at Golden Dock, both the DRT and the Planning Commission, on appeal, heard from residents who expressed concerns regarding potential water pollution, odor, and traffic issues related to the jellyfish operations.

Staff is recommending that, until the potential adverse impacts from commercial cannonball jellyfish operations can be more fully vetted and understood, that these activities in CFV overlay districts be treated as a special use rather than by-right. This would permit the DRT to request that a community impact statement (CIS) be submitted with a permit application. A CIS consists of four assessments:

- Area impact assessment (AIA),
- 2. Environmental impact assessment (EIA),
- 3. Traffic impact assessment (TIA), and
- 4. Archaeological and historic impact assessment (AHIA).

A special use designation would also require that a public hearing be held by the Zoning Board of Appeals prior to approval of these uses at a particular location. This would have the benefit of allowing the applicant to address publicly-raised issues and concerns.



Catherine B. Templeton, Director Promoting and protecting the health of the public and the environment

September 17, 2014

Anthony J. Criscitiello Beaufort County Planning Director PO Drawer 1228 Beaufort, SC 29901-1228

RE:

Wastewater testing at Golden Dock

Discharges from unloading operation of Cannonball Jellyfish

Dear Mr. Criscitiello:

See the enclosed letter regarding the referenced topic. From this, we have concluded that an NPDES permit would be required for this operation. If the company were to pursue an NPDES permit, we would be consulting with the Lowcountry COG regarding their 208 Plan, fyi.

Sincerely,

Jeffrey P. deBessonet, P.E.

Director, Water Facilities Permitting Division

Cc: C

Crystal Rippy

Steve Giese, Millenarian

Russell Berry

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SEP 2 2 2014

PLANNING DIVISION



Catherine B. Templeton. Director Promoting and protecting the health of the public and the environment

September 17, 2014

Mr. Robert Gross The Beaufort Group PO Box 1028 Beaufort, SC 29901

RE:

Wastewater testing at Golden Dock

Discharges from unloading operation of Cannonball Jellyfish

Dear Mr. Gross:

At the request of DHEC, testing of the quality of the drainage water and rinse water from the vat and tanks was performed by a laboratory certified by DHEC. From the toxicity tests performed, the wastewater exhibits toxicity at a level that would violate state water quality standards (R.61-68) at the point of discharge.

Therefore, if Millenarian were to pursue unloading operations in the future that would involve a discharge of drainage and rinse waters, this would be subject to an NPDES permit. Any mixing zone consideration would be a part of the NPDES permitting process if an application is made.

Sincerely,

Jeffrey P. deBessonet, P.E.

Director, Water Facilities Permitting Division

Cc: Crystal Rippy

Steve Giese, Millenarian

Russell Berry



MEMORANDUM

TO:

Beaufort County Planning Commission

FROM:

Tony Criscitiello, Planning & Development Director T. .

DATE:

September 26, 2014

SUBJECT:

Rezoning Request for 4.37 acres on Scott's Neck Place, Bray's Island, from

Planned Unit Development (PUD) to Rural (R) Zoning District

A. BACKGROUND:

Case No.

ZMA-2014-08

Applicant/Owner:

David Tedder / Clarendon Farms, LLC

Property Location:

South side of Scott's Neck Place, Bray's Island, Sheldon

Township

District/Map/Parcel:

R700-035-0051

Property Size:

4.37 acres

Current Future Land Use

Designation:

Rural

Proposed Future Land Use

Designation:

No Change Proposed

Current Zoning District:

Planned Unit Development (PUD)

Proposed Zoning District:

Rural (R)

B. <u>SUMMARY OF REQUEST:</u>

The applicant is requesting that this parcel be rezoned from PUD to Rural because it has been separately owned from the rest of Bray's Island since 1964, and was never part of the Bray's Island PUD.

- C. <u>ANALYSIS</u>: Section 106-492 of the ZDSO states that a zoning map amendment may be approved if the weight of the findings describe and prove:
- 1. The change is consistent with the County's Comprehensive Plan and the purposes of the ZDSO.

Bray's Island PUD was approved by Beaufort County in 1988. It consists of 325 one-acre lots on 5,183 acres, with the remainder of the acreage utilized for golf and other recreational activities, wildlife management, and hunting (see attached master plan).

In response to the applicant's request, the Zoning & Development Administrator (ZDA) has verified that the PUD application for Bray's Island specifically excluded four tracts that were previously deeded to others (see attached excerpt from PUD application and recorded plat for Bray's Island Plantation dated August, 1987). The parcel labeled Tract IV on the plat was deeded to TW Erickson in 1964, and should be shown on the official zoning map as the underlying Rural zoning because it was never part of the original PUD. The plat shows this tract as being 417.4 ft. by 417.4 ft (4 acres).

Staff has discovered a discrepancy between the Bray's Island Plantation plat and a recorded survey of the property under consideration (parcel 51), which is dated June 16, 2014 (see attached). The latter survey was done subsequent to a quit claim deed dated September 2013, which granted ownership of the tract to Hall Island Farms, Inc. The parcel appears to include some additional land (approximately 0.37 acres) along the marshes of Haulover Creek. This small area was designated open space in the Bray's Island PUD, and staff is of the opinion that to change this area to Rural instead of PUD open space is not justified simply because one entity now owns the entire "parcel".

2. The change is consistent with the character of the neighborhood.

To remove any land from the original PUD boundary would disrupt the overall unity of this development. The applicant and Bray's Island Plantation should consider amending the PUD to include all of what is now parcel 51. That would ensure that this property is developed in accordance with the covenants and restrictions for this development.

3. The extent to which the proposed zoning and use of the property are consistent with the zoning and use of nearby properties.

All surrounding properties are zoned PUD and either used for single-family lots or open space.

4. The suitability of the property for the uses to which it has been proposed.

See response to item 2.

5. Allowable uses in the proposed district would not adversely affect nearby property.

See response to item 2.

6. The length of time a property has remained vacant as zoned, where the zoning is different from nearby developed properties.

The property is undeveloped.

7. The current zoning is not roughly proportional to the restrictions imposed upon the landowner in light of the relative gain to the public health, safety and welfare provided by the restrictions.

See response to item 2.

8. A traffic impact analysis (TIA) indicates that the rezoning request to a higher intensity will not adversely impact the affected street network and infrastructure in the higher zoning classification.

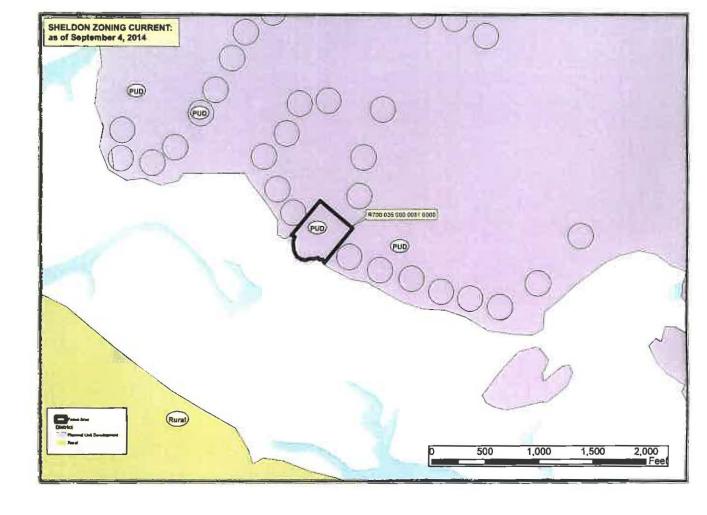
A TIA was not required because the requested Rural zoning will not generate enough traffic to warrant such an analysis.

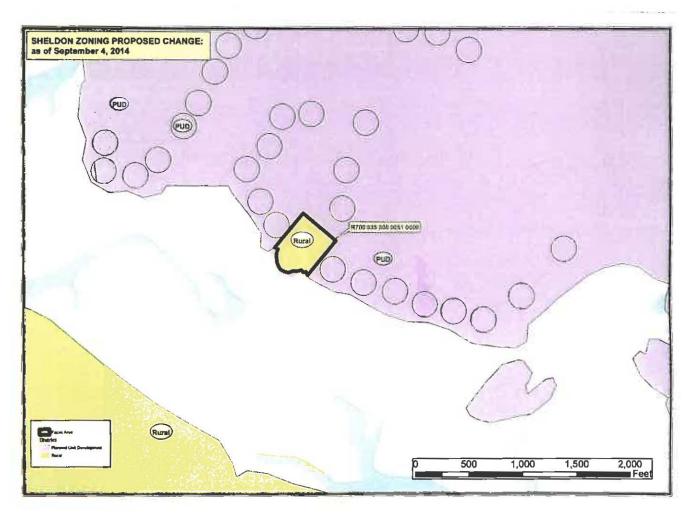
D. STAFF RECOMMENDATION:

After review of the guidelines set forth in Section 106-492 of the ZDSO, staff recommends correcting the official zoning map from Planned Unit Development (PUD) to Rural (R) for the original 4-acre tract deeded to Mr. Erickson in 1964, because it has been determined that this tract was never a part of the Bray's Island PUD, and <u>denial</u> of the rezoning of the remaining acreage of R700-035-000-0051-0000.

E. ATTACHMENTS:

- Zoning Map (existing and proposed)
- Rezoning Application
- Bray's Island Plantation Master Plan
- Excerpt from Bray's Island Plantation PUD Application (legal description and plat)
- Survey of R700-035-000-0051-0000, dated June 16, 2014





PROPERTY OWNERS NOTIFIED OF REZONING OF R700-35-51

(4 acres) from Planned Unit Development (PUD) to Rural/R

PIN_	Ownerl	MailingAdd	City	State	ZIP
R700 34 84	HATFIELD JAMES T III ELIZABETH T J	559 LIBERTY HILL	CINCINNATI	OH	45202
R700 35 26	TURVILLE EDWARD W	1100 FIFTH AVENUE SOUTH SUITE 305	NAPLES	FL	34102
R700 35 29	KEY TRUST COMPANY OF OHIO TRUSTEE (T	127 PUBLIC SQUARE 18TH FLR	CLEVELAND	OH	44114
R700 35 35	SOCIETY NATIONAL BANK KEYBANK NA TRU	127 PUBLIC SQUARE 18TH FLOOR	CLEVELAND	OH	44114
R700 35 37	JOHNSON DUNCAN & LYNDA	1122 WALTON WAY	AUGUSTA	GA	30901
R700 35 38	ROBERT F FOGELMAN REVOCABLE TRUST	744 SOUTH WHITE STATION RD	MEMPHIS	TN	38117
R700 35 51	CLARENDON FARMS LLC	80 CLARENDON PLANTATION DR	BEAUFORT	SC	29906
R700 25 1	BRAYS ISLAND PLANT COLONY INC	PO BOX 30	SHELDON	SC	29941



COUNTY COUNCIL OF BEAUFORT COUNTY BEAUFORT COUNTY PLANNING DIVISION

Multi-Government Center • 100 Ribaut Road, Room 115 Post Office Drawer 1228, Beaufort SC 29901-1228 Phone: (843) 255-2140 • FAX: (843) 255-9432

September 3, 2013

RE: Notice of Public Meetings to Consider a Northern Beaufort County Map Amendment/Rezoning Request for R700 035 000 0051 0000 (Scott Neck's Place, Bray's Island), to be rezoned from Planned Unit Development (PUD) to Rural (R); Owner: Clarendon Farms, LLC, Applicant/Agent: David Tedder

Dear Property Owner:

In accordance with the Beaufort County Zoning & Development Standards Ordinance, Section 106-402, a public hearing is required by the Beaufort County Planning Commission and the Beaufort County Council before a rezoning proposal can be adopted. You are invited to attend the following meetings and public hearings to provide comments on the subject proposed map amendments in your neighborhood. A map of the properties is on the back of this letter.

- The Beaufort County Planning Commission (public hearing): Monday, October 6, 2014, at 6:00 p.m. in the County Council Chambers, located on the first floor of the Beaufort County Administration Building, 100 Ribaut Road, Beaufort, SC.
- The Natural Resources Committee of the County Council: Monday, November 3, 2011, at 2:00 p.m. in the Executive Conference Room, located on the first floor of the Beaufort County Administration Building, 100 Ribaut Road, Beaufort, SC.
- 3. Beaufort County Council usually meets second and fourth Mondays at 4:00 p.m. in the County Council Chambers of the Beaufort County Administration Building, 100 Ribaut Road, Beaufort, SC. County Council must meet three times prior to making a final decision on this case. Please contact the County Planning Department for specific dates, times, and locations.

Documents related to the proposed amendment are available for public inspection between 8:00 a.m. and 5:00 p.m., Monday through Friday, in the Beaufort County Planning Department office located in Room 115 of the Beaufort County Administration Building. If you have any questions regarding this case, please contact the Planning Department at 255-2140.

Sincerely,

Delores Frazier

Assistant Planning Director

Attachment: Map on back of letter

BEAUFORT COUNTY, SOUTH CAROLINA PROPOSED ZONING AND DEVELOPMENT STANDARDS ORDINANCE (ZDSO) ZONING MAP / TEXT AMENDMENT / PUD MASTER PLAN CHANGE APPLICATION

TO: Beaufort County Council

DIVISION

		hereby respectfully nded as described be	requests that the Beaufort County Zoning/DevelopmentStandards Ordinance blow:
1.	This is a r (X) Zonir	equest for a change ing Map Designation.	in the (check as appropriate): () PUD Master Plan Change /Rezoning () Zoning & Development Standards Ordinance Text
2.	Tax Distri	ct Number: 700 bject property: 4.	te the property for which you propose a change:, Tax Map Number: 35, Parcel Number(s): 0051 37Square Feet Acres (circle one) Place, Bray's Island
3.	() Urban () Suburl () Rural/	/U ban/S	zoned? (Checkas appropriate) () Community Preservation/CP () Commercial Regional/CR () Commercial Suburban/CS () Research & Development/RD (X) Planned Unit Development/PUD () Light Industrial/LI () Industrial Park/IP () Transitional Overlay/TO () Resource Conservation/RC
4.		_ , ,	ose for this property? Rural ason(s) for your rezoning request.)
5.	Only proposition owners, easimultaneous attach: 1- a	erty owners or their a ach property owner in ously. If a business of a copy of the power of	y proposed for thiszoning change? (x) Yes () No uthorized representative/agentcan sign this application. If there are multiple must sign an individual application and all applications must be submitted entity is the owner, the authorized representative/agent of the business must of attorney that gives him the authority to sign for the business, and 2- a copy that lists the names of all the owners of the business.
6.	section(s)	affected are:	posed change in the Zoning/Development Standards Ordinance text, the posed text change and reasons for the change.)
7.	() AOD () COD	- Airport Overlag - Corridor Overlag	
8.	applicant a	and attached to this a ection 106-492, Stand	Beaufort County ZDSO (see attached sheets) should be addressed by the application form: dards for zoning map amendments. dards for zoning text amendments.
		RECEIVED AUG 2 0 2014	ZINA -08
Rev.	4/11	PLANNING	FILE NO:// Initiated by: STAFE OWNER (Circle One)

Beaufort County, SC, Proposed Zoning/Development Standards Ordinance Map/Text Amendment Application Page 2 of 2	
9. Explanation (continue on separate sheet if needed): See Attached	_
	_
	_
It is understood by the undersigned that while this application will be carefully reviewed and considered, burden of proof for the proposed amendment rests with the owner.	th
1 Hilly	
y ! All Selle, autorey 8/19/14	
Signature of Owner Printed Clarendon Farms, LLC c/o David L. Name: Toddon Number: 843-521-4222	
Name: Tedder Number: 843-521-4222	
Address: P.O. Box 1282, Beaufort, SC 29901	
Email: dave@tedderlawoffice.com	
Agent (Name/Address/Phone/email):	
FOR MAP AMENDMENT REQUESTS, THE PLANNING OFFICE WILL POST A NOTICE ON T	LIE
AFFECTED PROPERTY AS OUTLINED IN SEC. 106-402(D) OF THE BEAUFORT COUNTY ZDSO.	. 11.
UPON RECEIPT OF APPLICATIONS, THE STAFF HAS THREE (3) WORK DAYS TO REVIEW A	
APPLICATIONS FOR COMPLETENESS. THE COMPLETED APPLICATIONS WILL BE REVIEWED FIR BY THE BEAUFORT COUNTY PLANNING COMMISSION SUBCOMMITTEE RESPONSIBLE FOR T	HE
AREA WHERE YOUR PROPERTY IS LOCATED. MEETING SCHEDULES ARE LISTED ON TAPPLICATION PROCESS (ATTACHED). COMPLETE APPLICATIONS MUST BE SUBMITTED BY NO	
THREE (3) WEEKS PRIOR TO THE APPLICABLE SUBCOMMITTEE MEETING DATE	
PLANNED UNIT DEVELOPMENT (PUD) APPLICANTS ARE REQUIRED TO SUBMIT MULTIPLE COPI TO THE PLANNING DEPARTMENT. CONSULT THE APPLICABLE STAFF PLANNER FOR DETAIL	ES LS.
CONTACT THE PLANNING DEPARTMENT AT (843) 255-2140 FOR EXACT <u>APPLICATION FEES</u> .	
FOR PLANNING DEPARTMENT USE ONLY:	N.
Date Application Received: Date Posting Notice Issued:	
(place received stamp below) RECEIVED Application Fee Amount Received:	
Receipt No. for Application Fee: 601 (63-013	
AUG 2 0 2014 1326	>
PLANNING DIVISION TIME	
Rev. 4/11 FILE NO: // Initiated by: STAFF (OWNER)	
	1

Attachment to Zoning Map/Test Amendment/PUD Master Plan Change Application

9. This 4.37 acre parcel was subdivided by deed and plat September 25, 1964 (Deed Book 125 at Page 115 (attached) from Sumner Pingree to TW Erickson. Clarendon Farms, LLC, has acquired from Heirs and assigning TW Erickson. Sumner Pingree sold the remainder of Bray's Island to Bray's Island Company, Inc. In January of 1989 (Deed Book 520 at Page 478) which did not include this 4.37 acre tract, which had previously been conveyed. By error, the zoning map shows this 4.37 acre tract as part of the Bray's Island PUD; it is not a part of the PUD, and a zoning map correction is required.

LAW OFFICES OF DOWLING, DOWLING & SANDERS, BEAUPORT, S. C.

THE STATE OF SOUTH CAROLINA,

REALIFORT

TITLE TO REAL ESTATE

COUNTY OF BEAUFORT

KNOW ALL MEN BY THESE PRESENTS, THAT

I, SUMMER PINGREE, JR. OF HEAUFORT COUNTY

to me... In hand paid at and before the realing of these presents by T. W. ERICKSON of Savannah, Georgia in the State aforesaid, the receipt whereof is hereby schnowledged, have granted, hargained, sold and released, and by these Persons do grant, bargain, sell and release unto the said T. W. ERICKSON, HIS HEIRS.

AND ASSIGNS, the following described roal estate, to-wit:

In the State aformald for and in consideration of the sum of TEN AND 00/100 (\$10.00) -----

All that certain piece, parcel or tract of land situate, lying and being in Sheldon Township, Beaufort County, South Carolina, containing four (4) acres, more or less, and more particularly shown, described and delineated on a plat made by Palmer & Malone, Inc., Civil Engineers, dated June 5, 1964, which said plat is attached hereto, recorded herewith and by reference made a part hereof. For a more accurate and detailed description as to metes, bounds, courses and distances reference is had to the said plat.

SOMMER SHIPSEE, IN

232-56E

417.4

250 OSE

417.4

ATTACHER PRINCIPLE AND CONTRACT OF THE PRINC

SOUTH CAROLINA

BEAUFORT COUNTY

SHELDON TOWNSHIP

THE ABOVE PLAT REPRESENTS 4 ± ACRES OF LAND SITUATE AS SHOWN IN WHAT IS KNOWN AS MEANS PLANTATION, SAID TRACT NOW BEING CONVEYED BY SUMNER PINGREE, Jr. TO T. W. ERICKSON FOR THE PURPOSE OF BUILDING A CAUSEWAY TO HALL ISLAND.

DATE: 5 JUNE 1964.

PALMER CHALONE, INC.

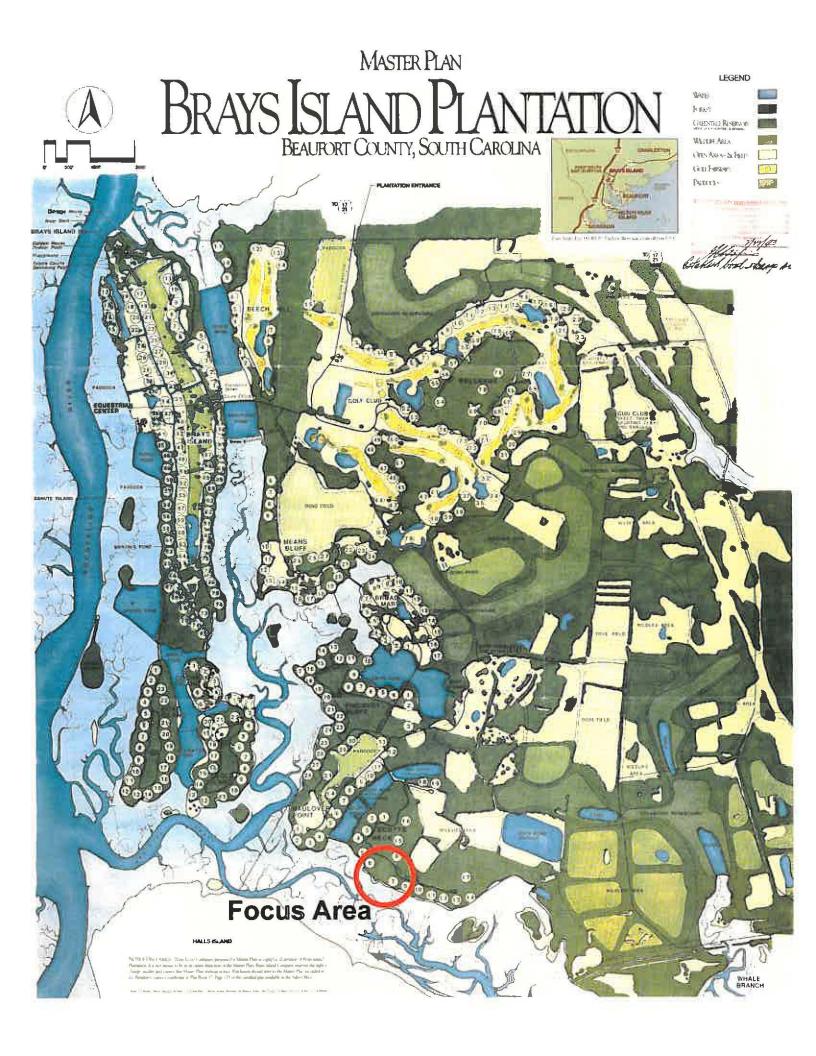
SEALE: 1" = 100',

- Bigiani

125/115

Premises belonging, or in anywise locident or appertaining.	
TO HAVE AND TO HOLD, all and eingular, the said Premises before mentioned unto the said. T. W.	
Exickson, his	- 5
AND do bereby bind myself and my Heire, Amigns	
Executors and Administrators, to warrant and forever defend, all and singular, the said Premises unto the said	
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7	•
THE STATE OF SOUTH CAROLINA.	
BEAUFORT County. J	-
PERSONALLY appeared before me Ruth G. Owens	1
and made oath that she saw the within named Summer Pingree, Jr.	
sign, scal, and se his act and deed, deliver the within written Deed,	/(00)
and that she with Joab M. Dowling	
witnessed the execution thereof.	i i
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and of August 10. 14 64) Rue b. Owener	W 7
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THE STATE OF SOUTH CAROLINA.)	1
BEAUFORT County. RENUNCIATION OF DOWER	W -4
Joab M. Dowling a Notary Public for South Carolina	1 1
do hereby remity unto all whom it may runners, that Mrs. Virginia L. C. Pingree	48 7
the wife of the within natood Summer Pingree, Jr.	- E'-1
did this day appear before me, and upon being privately and separately examined by one, did declare that she does	10 m250
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lease and forever relinquish unto the within named T. W. Erickson, his	
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the premises within mentioned and released.	
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tate of South Carolina, COUNTY OF BEAUFORT TO THE TO REAL ESTATE THILE TO REAL ESTATE THE 28th A D. 1944 115 Fr. 1 1.50 115 Fr. 1 1.50	2 Lego.
	18 62 3

TOGETHER with all and singular, the Rights, Members, Hereditaments and Appurtenances to the said



BRAYS ISLAND PLANTATION PROPERTY LEGAL DESCRIPTION

ALL that piece, parcel or tract of land lying near the Town of Sheldon in Beaufort County, South Carolina, known generally as Brays Island Plantation as shown on a plat entitled "Plat of Brays Island Plantation, property of Sumner Pingree, Jr., located Beaufort County, South Carolina", made by Davis & Floyd, Inc., consulting engineers, dated August, 1987, last revised January 21, 1988, which is recorded in the Office of the Clerk of Court for Beaufort County in Plat Book _____ at Page____ (the "Plat").

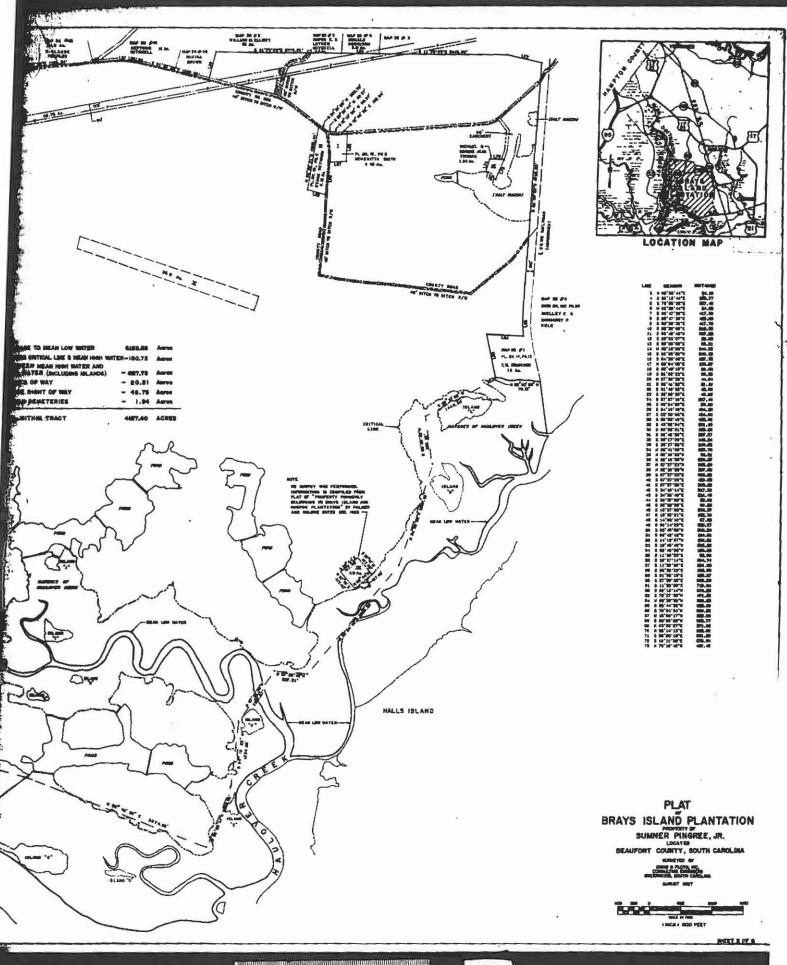
The said tract of land, as shown on the Plat, contains 5,183.65 acres and includes the islands designated by letters A through L inclusive.

The said tract butts and bounds as shown on the Plat; on its western and southern borders on the mean low water mark of the Pocotaligo River and Haulover Creek and their tributaries.

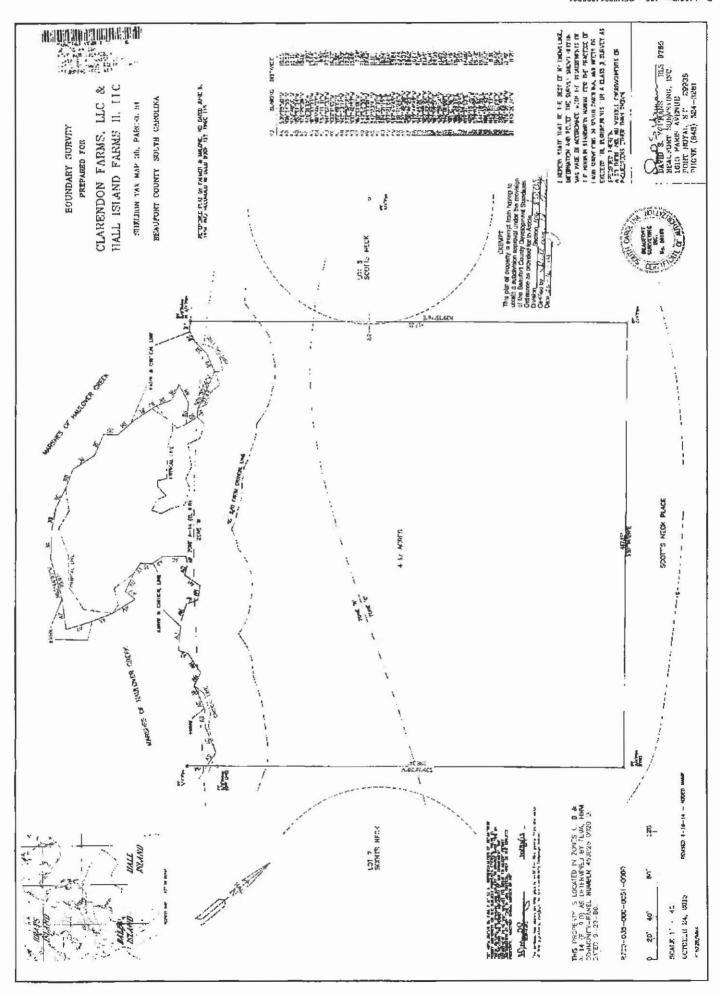
A

Excepted from this conveyance are those tracts of land designated on the Plat by the Roman numberals I, II, III and IV.

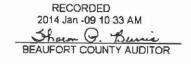
The property is subject to the rights of the public to the use of any public roads shown thereon; to the easement for electric and gas liens held by the South Carolina Electric and Gas Company shown crossing the eastern portion of the Plantation and containing 48.21 acres; to an easement in favor of T. W. Erickson for access to Tract IV from the nearest feasible public road; and to the rights of interest members of the public to reasonable access to the three cemeteries shown on the Plat.

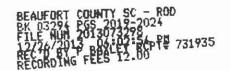


PART









ADD DM BEAUFO	P Record	1/9/2014 UNTY T	4 10:24:29 X MAP	AM REFEREN	₩CE
Dist	Map	SMap	Parcel	Block	Week
R700	035	000	0051	0000	00

Please Return to: Triece Gignilliat Ziblut
Rubnitz & Ziblut, P.C.
617 Stephenson Avenue, Ste 202
Savannah, GA 31405

QUIT CLAIM DEED

THIS QUIT CLAIM DEED, executed this day of Septement, 2013, by MARCIA ERICKSON VIERS AND MELISSA ERICKSON RASPLICKA, AS SUCCESSOR CO-TRUSTEES OF THE THEODORE W. ERICKSON TESTAMENTARY QTIP TRUST, Grantor, to HALL ISLAND FARMS, INC., Grantee, whose mailing address is 433 Bellinger Hill Run, Hardeeville, SC 29927.

WITNESSETH, that the said Grantor, for good and valuable consideration in the sum of Ten Dollars (\$10) paid by the said Grantee, the receipt whereof is hereby acknowledged, does hereby remise, release and quitclaim unto the said Grantee, forever, all the right, title, interest and claim which the said grantor has in and to the following described parcel of land, and improvements and appurtenances thereto, in the County of Beaufort, State of South Carolina, to wit:

See Exhibit A, attached hereto and incorporated herein.

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered

In the presence of

Witness

4 1111C22

Witness

Grantor:

Marcia Erickson Viers, as Successor Co-Trustee of the Theodore W. Erickson

Testamentary OTIP Trust

File No. 130222

STATE OF GEORGIA)	
)	ACKNOWLEDGMENT
COUNTY OF CHATHAM)	

I, the undersigned Notary Public do certify that MARCIA ERICKSON VIERS, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my official seal this the 18th day of Sphular, 2013.

Notary Public for

My Commission Expired A NOTARY

PUBLIC OF EXPIRED DE SEPTIME DE SEPTI

Signed, sealed and delivered

In the presence of:

Witness

Grantor:

-Melina Ericlesm Baspacka

Melissa Erickson Rasplicka, as Successor Co-Trustee of the Theodore W. Erickson Testamentary QTIP Trust

STATE OF GEORGIA)	
)	ACKNOWLEDGMENT
COUNTY OF CHATHAM)	

I, the undersigned Notary Public do certify that MELISSA ERICKSON RASPLICKA, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my official seal this the M day of September, 2013.

Notary Public for _____ My Commission Expires

My Comm. Exp.

EXHIBIT A

Legal Description

All that certain piece, parcel or tract of land situate, lying and being in Sheldon Township, Beaufort County, South Carolina, containing four (4) acres, more or less, and more particularly shown, described and delineated on a plat made by Palmer & Malone, Inc., Civil Engineers, dated June 5, 1964, which plat was attached to and recorded with the Title To Real Estate from Sumner Pingree, Jr. to T. W. Erickson, dated August 24, 1964, and recorded in Deed Book 1258, Page 115, Beaufort County records. Reference is hereby made to said plat for a more accurate and detailed description as to the metes, bounds, courses and distances of said property.

Said property also being shown and described on that certain plat entitled "A Boundary Survey of a 4.00 Acre Parcel, Brays Island, Sheldon Area, Beaufort County, South Carolina" prepared for Hall Island Farms, Inc. by Thomas G. Stanley, Jr. (PLS No. 18269), of TGS Land Surveying, dated November 12, 2002.

This being the same property conveyed by Sumner Pingree, Jr. to T. W. Erickson by Title To Real Estate, dated August 24, 1964 and recorded in Deed Book 1258, Page 115, Beaufort County records.

AND ALSO, all rights or interests of T. W. Erickson under that certain agreement between Mr. Erickson and Sumner Pingree, Jr., dated February 25, 1964 and recorded in Deed Book 121, Page 192, Beaufort County records.

AND ALSO, All those certain Railroad bridge structures across Haulover Creek and an unnamed creek located approximately 4,550 feet northeasterly thereof, including trestle approaches, trestles, ballast, crossties, and all other appurtenances thereto, located in Beaufort County, South Carolina, on the Seaboard Coast Line Railroad Company's former Charleston to Savannah main line track, and within the limits of that certain 48 acre tract of land conveyed from Seaboard Coast Line Railroad Company to T.W. Erickson by deed dated November 20, 1978, recorded in Deed Book 274, Page 1340, public records of said Beaufort County, South Carolina.

This being the same property conveyed to T. W. Erickson by Bill of Sale from Seaboard Coast Line Railroad Company, dated December 12, 1978, and recorded in Deed Book 274, Page 1340 in the Office of the Clerk of Court for Beaufort County, South Carolina.

Tax Parcel Number: R700 035 000 0051 0000 (assigned in 2013 to correct missing number).

File No. 130222

STATE OF SOUTH CAROLINA)

BEAUFORT COUNTY ROD

) AFFIDAVIT OF TRUE CONSIDERATION and

COUNTY OF BEAUFORT

) CLAIM FOR EXEMPTION from RECORDING FEES

PERSONALLY appeared before me the undersigned, who is duly sworn, deposed, and says that the following is a true and correct statement concerning the CONSIDERATION for the conveyance set forth below, and concerning any EXEMPTION claimed by the Filer under the laws of the State of South Carolina, the Town of Hilton Head, or as otherwise provided by law.

GRANTOR NAME:

Marcia Erickson Viers and Melissa Erickson Rasplicka, as

Successor Co-Trustees of the Theodore W. Erickson

Testamentary QTIP Trust

GRANTEE NAME:

Hall Island Farms, Inc.

GRANTEE MAILING ADDRESS: 125 E. 44th Street, Savannah, GA 31405

DATE OF CONVEYANCE:

September 18th, 2013

TRUE CONSIDERATION:

\$0.00 (title clearing only)

TAX DISTRICT/MAP/PARCEL NO.:

R700 035 000 0051 0000

(assigned in 2013 to correct missing number).

(NOTE: This information must appear on any Deed, and any Plat, whether attached or filed separately.)

STATE RECORDING FEE EXEMPTION - 12-24-40, sub-par # 12

(Per S.C. Code Sect. 12-24-40. Note Subparagraph No.)

(constitutes a corrective deed or a quitclaim deed used to confirm title already vested in the grantee, provided that no consideration of any kind is paid or is to be paid under the corrective deed or quitclaim deed;

OTHER EXEMPTION - Please Cite Federal, State or other Code as applicable, and describe

Exemption below:

Signed:

COUNTY OF 22 A COUNTY

Printed Name: Triege Ziblut

As (Capacity)! Attorney for Grantee

SWORN TO BEFORE ME,

this 23rd day of December, 2013

SIGNED:

Notary Public

My Commission Expires:



After recording return to: David L. Tedder, PA 604-A Bladen St Beaufort, SC 29902

ADD DMP Record 7/1/2014 09:30:58 AM
BEAUFORT COUNTY TAX MAP REFERENCE
Dist Mep SMap Parcel Block Week
R700 035 000 0051 0000 00

BEAUFORT COUNTY SC - ROD BK 3329 Pss 3277-3280 FILE NUM 2014030063 06/26/2014 01:31:11 PM REC'D BY DEVANS RCPT\$ 746467 RECORDING FEES \$10.00

RECORDED 2014 Jul-01 10:47 AM Shaw Q. Bunia

BEAUFORT COUNTY AUDITOR

WHEREAS, Theodore W. Erickson, Jr. died testate on April 7, 2007; and,

WHEREAS, The will of Theodore W. Erickson, Jr. was admitted to Probate before the Jasper County Probate Court as Case No: 2007ES2700042 and pursuant to a Petition for Subsequent Administration granted on April 15, 2014, Margaret Priscilla Erickson Cowart was appointed as Personal Representative and, pursuant to a Supplemental Order the grantee was changed to reflect a successor entity; and

WHEREAS, pursuant to the authority vested in the Personal Representative under the terms and conditions of the will and the Supplemental Order directing the property be conveyed to Hall Island Farms II, LLC, this deed of conveyance is executed and delivered.

STATE OF SOUTH CAROLINA)	QUITCLAIM
)	DEED
COUNTY OF BEAUFORT)	

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, THAT

Margaret Priscilla Erickson Cowart, Personal Representative of the Estate of Theodore W. Erickson, Jr., (hereinafter "Grantor") in the State aforesaid, for and in consideration of compliance with the terms of the Order for Subsequent Administration in the aforestated Estate and Ten and no/100ths (\$10.00) Dollars consideration, to me in hand paid at and before the sealing of these presents by Hall Island Farms II, LLC, a Georgia limited liability company, having a mailing address for real property tax purposes of 125 East 44th Street, Savannah, GA 31405, (hereinafter "Grantee") the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said, Hall Island Farms II, LLC, its successors and assigns forever, the following described real property, to wit:

SEE ATTACHED EXHIBIT "A"

TOGETHER with all and singular, the Rights, Members, Hereditaments, and Appurtenances to the said Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said Premises before mentioned unto the said Grantee, its Heirs and Assigns forever.

TO HAVE AND TO HOLD all and singular, the said Premises before mentioned unto said Grantee, its heirs and assigns, forever in fee simple, and the Grantor does hereby covenant with Grantee that Grantor has done nothing to impair such title as Grantor received, except as provided herein.

WITNESS my hand(s) and seal(s) this 20th day of June, 2014.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

< 1/1 .

(Witness)

(Notary)

Margaret Priscilla Erickson Cowart,
Personal Representative of the Estate of
Theodore W. Erickson, Jr.

Z \TEAMM\(ADocuments-fof Files\Open Files\Hall Island Access (Cowen)\Personal Rep QC Dead v4 06 18 14 doc

STATE OF <u>beorgia</u>)	
0)	ACKNOWLEDGMENT
COUNTY OF CHARMANA)	

I, the undersigned Notary Public, do certify that Margaret Priscilla Erickson Cowart, in her capacity as Personal Representative of the Estate of Theodore W. Erickson, Jr., personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Notary Public for

My commission expires:

Witness my hand and official seal the ______ day of June, 2014

EXHIBIT "A"

Legal Description

All that certain piece, parcel or tract of land situate, lying and being in Sheldon Township, Beaufort County, South Carolina, containing four (4) acres, more or less, and more particularly shown, described and delineated on a plat made by Palmer & Malone, Inc., Civil Engineers, dated June 5, 1964, which plat was attached to and recorded with the Title To Real Estate from Sumner Pingree, Jr. to T. W. Erickson, dated August 24, 1964, and recorded in Deed Book 125, Page 115, Beaufort County Deed. Reference is hereby made to said plat for a more accurate and detailed description as to the metes, bounds, courses and distances of said property.

Said property also being shown and described on that certain plat entitled "Boundary Survey Prepared For Clarendon Farms, LLC & Hall Island Farms, II, LLC, Sheldon Tax Map 35, Parcel 51, Beaufort County South Carolina" by David S. Youmans, RLS 97654, Beaufort Surveying, Inc., dated October 24, 2013, a copy of which is filed in the Office of the Register of Deeds for Beaufort County in Plat Book 138 at Page 186.

BFT CTY TAX MAP No: R700 035 000 0051 0000 (assigned in 2013 to correct missing number)

AND ALSO, all rights or interests of T. W. Erickson under that certain agreement between Mr. Erickson and Sumner Pingree, Jr., dated February 25, 1964 and recorded in Deed Book 121, Page 192, Beaufort County records.

AND ALSO, all those certain railroad bridge structures across Haulover Creek and an unnamed creek located approximately 4,550 feet northeasterly thereof, including trestle approaches, trestles, ballast, crossties, and all other appurtenances thereto, located in Beaufort County, South Carolina, on the Seaboard Coast Line Railroad Company's former Charleston to Savannah main line track, and within the limits of that certain 48 acre tract of land conveyed from Seaboard Coast Line Railroad Company to T.W. Erickson by deed dated November 20, 1978, recorded in Deed Book 274, Page 1340, public records of said Beaufort County, South Carolina.

Said property being included with the real property having a Tax Parcel Number of: R700 034 000 0001 000.

This Deed was prepared by William F. Marscher, III, of Vaux Marscher Berglind, P.A., 16 William Pope Avenue, Suite 202, Bluffton, SC 29910 without the benefit of title examination.

From: Criscitiello, Anthony
To: Dave L. Tedder
Cc: Childs, Barbara

Subject: FW:

Date: Tuesday, September 30, 2014 2:41:20 PM

Copy and put in file.

From: bdealexandris@juno.com [mailto:bdealexandris@juno.com]

Sent: Tuesday, Septembn fileer 30, 2014 1:05 PM

To: Criscitiello, Anthony; Dawson, Gerald

Cc: bdealexandris@juno.com

Subject:

Messrs Criscitiello & Dawson. I am writing as a homeowner at Brays Island with an address on Scotts Neck close to the four acres which are the subject of possible rezoning to be discussed at the Beaufort County Planning Commission meeting scheduled on 10/6. I would request that the following commentary become part of the package of information submitted to the Planning Commission.

As you know Brays has been successful in combining residential use & common space. We are, in the aggregate, a large tax payer & are also a substantial employer in the County. The creation of the PUD in connection with the development of Brays has had a significant positive impact on the tax base & any potential development of the subject four acres that is not consistent with the PUD has the potential to adversely impact property values & ultimately tax revenues to the County. Changing the zoning of this property will allow it to be developed & potentially subdivided contrary to the Brays Master Plan & the surrounding property. The rezoning would eliminate the current PUD restrictions with the aforementioned deleterious impact on surrounding property values & County tax revenues.

My understanding is that the four acres in question has been treated as part of Brays common property for many years & that Brays has been paying taxes on it.

I am also concerned about possible negative impact on the security of Brays. As owners we are subject to rules & regulations while on the property as defined by our Covenants & By-Laws. I am concerned that non-owners may assert they are not.

I request that the application for rezoning be denied.

Respectfully, Bob & Sharon DeAlexandris

The #1 Worst Carb Ever?

Click to Learn #1 Carb that Kills Your Blood Sugar (Don't Eat This!)
FixYourBloodSugar.com

September 30, 2014

Mr. Anthony J Criscitiello Beaufort County Planning Director County Administration Building 100 Ribaut Rd, Room 115 PO Drawer 1228 Beaufort SC 29901-1228

Subject: Rezoning of Brays Island

Dear Mr. Criscitiello,

Thank you for your consideration in opposing the zoning change of the property included in Brays Island community.

This is attempt is obviously used to hold Brays Island hostage in negotiations to sell their property. I believe it is the purchaser's responsibility to combine the best use of Beaufort County property with being stewards of the land and the tax payer. A move to approve the rezoning will be a step backward.

It will also reduce the tax value of each Brays Island property and thus reduces tax collections.

This is a bad idea.

Thanks again

Sincerely,

Tom Rochester

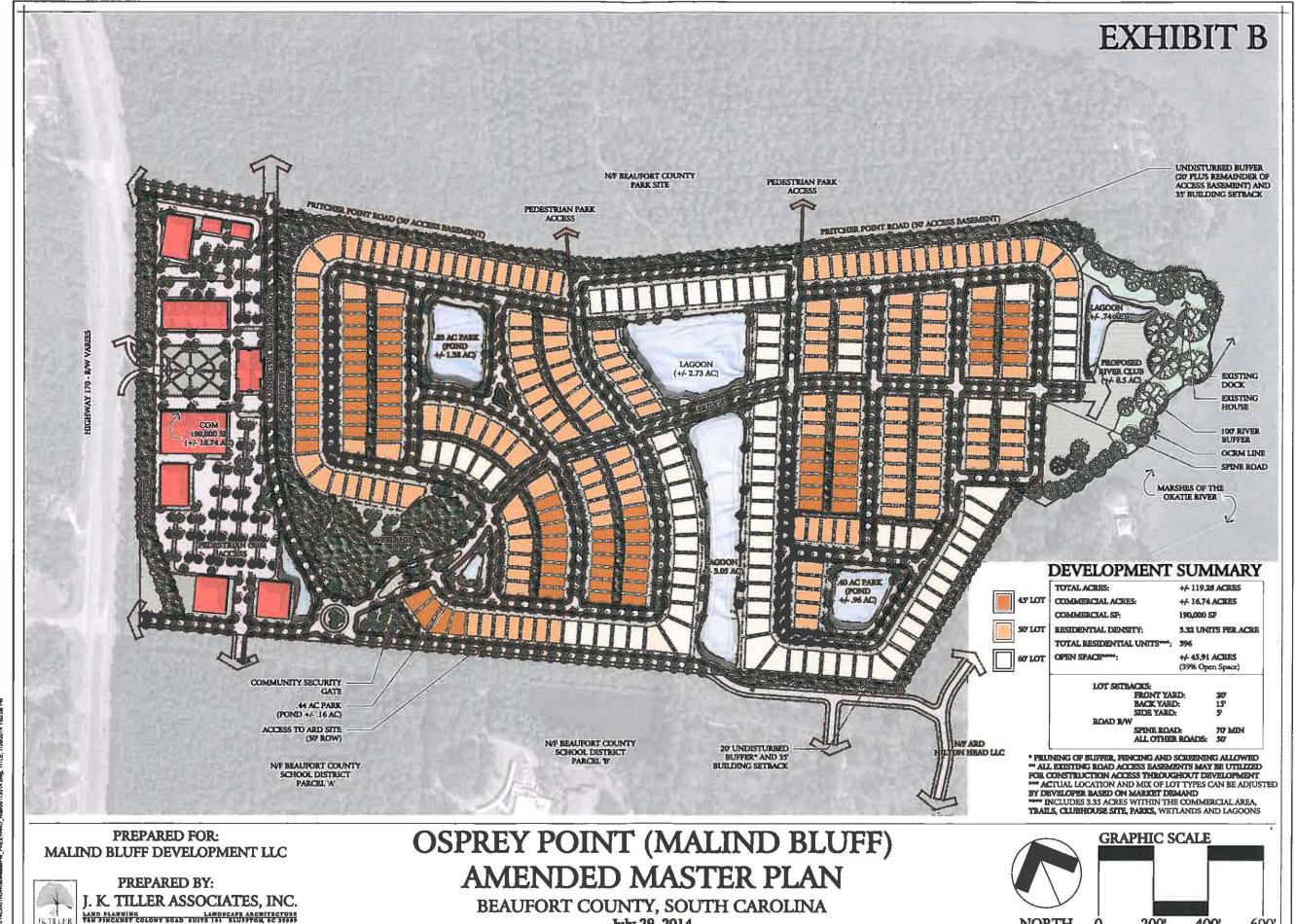
Tom Rochester

Brays Island Resident: 50 Brays Island Sheldon SC 29941 704-661-5251 SOUTHERN BEAUFORT COUNTY PLANNED UNIT DEVELOPMENT (PUD) AMENDMENT FOR OSPREY POINT (R603-013-000-0006-0000) (119.75 ACRES ALONG S.C. HIGHWAY 170, BLUFFTON).

BE IT ORDAINED, that County Council of Beaufort County, South Carolina, hereby amends the Zoning Map of Beaufort County, South Carolina. The map is attached hereto and incorporated herein.

Adopted this day of,	2014.
	COUNTY COUNCIL OF BEAUFORT COUNTY
APPROVED AS TO FORM:	BY:
Joshua A. Gruber Deputy County Administrator/County Atto	orney
ATTEST:	
Suzanne M. Rainey, Clerk to Council	
First Reading: Second Reading: Public Hearing:	

Third and Final Reading:



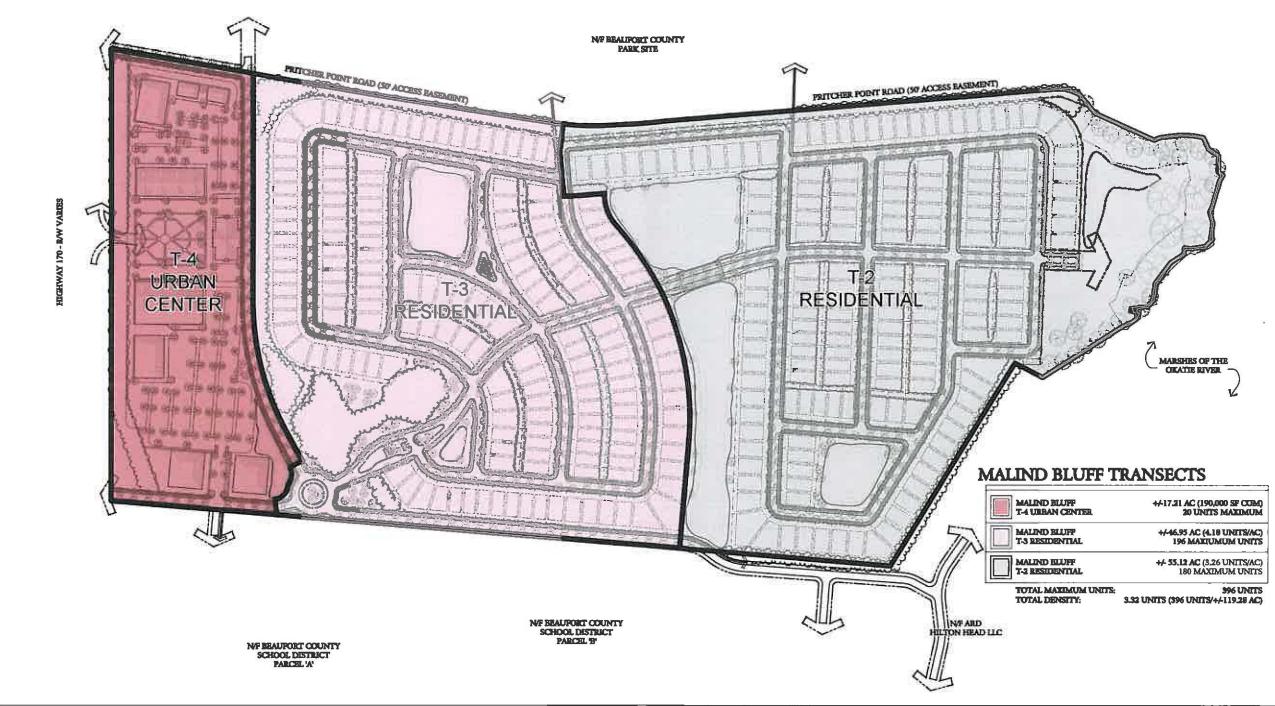
July 29, 2014

THIS IS A CONCEPTUAL FLAN AND IS SUBJECT TO CHANGE, ALL BULVEY INFORMATION AND STIE BOUNDABLES WERE COMPILED FROM A VARIETY OF UNIVERSENTATION ONLY, AS AN AID TO STIE LOCATION AND FOTENTIAL LAND USE, AND ARE NOT LEGAL REPRESENTATIONS AS TO PUTUIE USES OR LOCATIONS, IN, THE LEGAL REPRESENTATION ON THIS INFORMATION.

JET 106 Number 2014/05-0

600'

EXHIBIT I

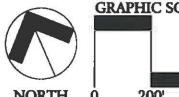


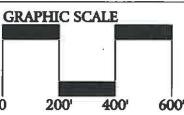
PREPARED FOR: MALIND BLUFF DEVELOPMENT LLC

PREPARED BY: J. K. TILLER ASSOCIATES, INC. THE PINCEMET COLORY ROAD BUTTE IST SLUFFOR SC SEESS

OSPREY POINT (MALIND BLUFF) TRANSECT MAP

BEAUFORT COUNTY, SOUTH CAROLINA





THIS IS A CONCEPTUAL FLAN AND IS SUBJECT TO CHANGE, ALL PROPERTY LINES, TRACT DIMENSIONS AND NABRATIVE DESCRIPTIONS ARE FOR GRAPHIC REPRESENTATION ONLY, AS AN AID TO SITE LOCATION AND FOR THIS INC. ASSUMES NO. LASSIMES NO. LASSIMES NO. CASSIMES NO. CAS

AN ORDINANCE OF THE COUNTY OF BEAUFORT, SOUTH CAROLINA, TO APPROVE A FIRST AMENDMENT TO THE DEVELOPMENT AGREEMENT (OSPREY POINT) BETWEEN BEAUFORT COUNTY AND BANK OF THE OZARKS AS SUCCESSOR IN INTEREST TO LCP III, LLC PURSUANT TO SECTION 6-31-30 OF THE *CODE OF LAWS OF SOUTH CAROLINA*, 1976, AS AMENDED.

NOW, THEREFORE, BE IT ORDAINED that Beaufort County Council adopts this Ordinance so to amend the Osprey Point Development Agreement all of which is more fully set forth in the document entitled First Amendment to Development Agreement, a copy of which is attached hereto and incorporated by reference herein as if set forth verbatim.

This ordinance shall become effective upon filing of an executed First Amendment to Development Agreement with the Beaufort County Clerk to Council.

Beveropinent rigicoment with the Beauty	of County Clork to Council.
Adopted this day of	, 2014.
	COUNTY COUNCIL OF BEAUFORT COUNTY
	By: D. Paul Sommerville, Chairman
APPROVED AS TO FORM:	2.1 uur sommor vine, chummun
Joshua A. Gruber, County Attorney	
ATTEST:	
Suzanne M. Rainey, Clerk to Council	
First Reading, Second Reading: Public Hearing: Third and Final Reading:	
(Amending 2008/48)	

Rainey, Sue

From: Jonathan Mullen [jmullen@sbirdlaw.com]
Sent: Friday, September 26, 2014 12:22 PM

To: Gruber, Joshua; Rainey, Sue; Criscitiello, Anthony

Cc: Ljhammet@aol.com

Subject: Osprey Point revisions for Natural Resources Subcommittee **Attachments:** Osprey Pt 1st Amendment September 26, 2014 REDLINE.doc

All,

Per our last meeting with the Subcommittee of Natural Resources, we asked to approach our clients with certain changes. Attached are the redline changes pursuant to our discussions at the Subcommittee level as approved by the client.

Please check the schedule of the subcommittee members to meet as soon as possible so that we can finalize this issue prior to going to full committee.

- 1. On item III(A), which deals with density, Commercial reduction is eliminated and is back to the original 207,000 square feet.
- 2. Under item III(B), we have eliminated our ability to develop non-age restricted homes in the private area.
- 3. On the next page, under the same item, we have committed to granting easements to River Oaks and the County for the River Oaks access road and the Connector Road. On the Connector Road, we must build it or bond it off when our first development commences, and if we choose bonding, it shall be constructed when 50% of the residential homes are permitted.
- 4. Under item III(D), we are committing to design, build, and maintain an approximately 13 acre County passive park, on County land, adjacent to our waterfront area.
- 5. Under item III(F), our commitment to build at least 15 affordable residences must be accomplished in the Commercial/Mixed Use area, rather than the private area. Furthermore, the fee in lieu verbiage has been integrated into the text.
- 6. Under item III(G), this change eliminates our initial request to delete the school and traffic fees.

We look forward to hearing from you soon.

Kindest Regards-

JONATHAN A. MULLEN

Attorney

Bird, Cofield & Moise, LLC 15 Clark's Summit Drive P.O. Box 2474 Bluffton, SC 29910 Phone - (843) 815-3900 Fax - (843) 815-3901

email: jmullen@sbirdlaw.com

Disclosure under IRS Circular 230 Unless expressly stated otherwise, nothing contained in this communication is intended or written to be used, nor may it be relied upon or used, (1)

by any taxpayer for the purpose of avoiding penalties that may be imposed under the Internal Revenue Code, and/or (2) by any person to support the promotion or marketing of or to recommend any Federal tax transaction(s) or matter(s) addressed in this communication. Any taxpayer should seek independent tax advice with respect to any Federal tax transaction or matter addressed herein.

Confidentiality Notice This email has been sent from a law firm. It may contain privileged and confidential information intended for the use of the person(s) named above. If you are not an intended recipient, you are hereby notified that any dissemination or duplication of the email is prohibited, and that there shall be no waiver of any privilege or confidence by your receipt of this transmission. If you have received this email in error, please notify us by collect telephone call and immediately delete this email. Thank You.

AMENDED NARRATIVE FOR OSPREY POINT PUD

The Owner of Osprey Point PUD has submitted a requested First Amendment To Osprey Point Development Agreement And PUD Zoning. That document, submitted herewith and incorporated herein, contains all of the requested legal changes to both the Development Agreement and the PUD. For clarification purposes, this Amended Narrative is also submitted, as part of the Amendment to the Osprey Point PUD, to describe the goals of the Amended PUD and justifications for the requested First Amendment To Osprey Point Development Agreement And PUD Zoning. This Amended Narrative will begin with a description of important background facts, necessary to understand the need for the requested First Amendment, and then go on to describe the specific changes requested to the current PUD Zoning.

BACKGROUND

A Development Agreement, with accompanying PUD Zoning, was made and entered between Owner and Beaufort County for Osprey Point, as recorded in Book 2888 at page 169, et. seq., on September 3, 2009, following passage by Beaufort County Council and due execution by the parties. Osprey Point is a portion of a larger, coordinated development area, known as Okatie Village, which also included the Okatie Marsh PUD and the River Oaks PUD, with their respective Development Agreements, which were negotiated, adopted and recorded simultaneously with Osprey Point.

No development activity or sales activity has taken place within the overall Okatie Village properties, including Osprey Point, during the approximately five years since the original approvals

of these developments. A related entity, Malind Bluff Development, LLC, has taken a small interest in the Osprey Point property for development financing purposes, and is therefore joining into the First Amendment to evidence its agreement with and consent hereto (see the attached Exhibit H Joinder).

Significant changes have taken place in real estate market conditions and within the Okatie Village development area since the original approvals for Osprey Point, making it practically and economically unfeasible to develop Osprey Point under the exact terms of the original Osprey Point Development Agreement and PUD. The Owner seeks to Amend the Osprey Point PUD in order to adjust the terms thereof to reflect current conditions, as provided below, while at the same time significantly reducing the density of Osprey Point and preserving the important protections to the environment and many other important features of the original Osprey Point PUD, as also provided below.

Planning and negotiations toward ultimate approval of the three Okatie Village Tracts, including Osprey Point, occurred in 2006 - 2008, at a time that development was exploding in Beaufort County, and the pace of that development activity was expected to continue and accelerate as the baby boom generation was beginning to reach retirement age. Prices for homes and for commercial properties were escalating and that trend was expected to continue.

All of these trends ended before development of any of the Okatie Village communities could begin. Sales prices plummeted and a financial crisis prevented developers from acquiring needed development loans, and prevented potential buyers from obtaining home loans, even at reduced prices. Okatie Village properties were particularly hard hit, since their Development

Agreements imposed fees and burdens beyond any other development properties in Beaufort County.

The Okatie Marsh PUD failed completely before any development took place. Beaufort County acquired the entire property, which has been added to the County's Open Space land holdings. River Oaks has likewise been struggling and its ultimate fate is being determined. Osprey Point, the central property of the three Okatie Village tracts, now has real potential to move forward in an economically conscientious way, under the name Malind Bluff. Several changes to the original plan have been necessitated by these changing market conditions, and are set forth below. Some of the changes are significant, while others are relatively minor. The justifications for each of these changes are set forth as the changes themselves are discussed.

SPECIFIC CHANGES REQUESTED AND JUSTIFICATIONS

Many important features of the original Osprey Point PUD will remain under the Amended PUD. For instance, Osprey Point will continue as a mixed use PUD, with commercial uses adjacent to Highway 170, residential uses in the center of the Property, and a large greenspace/community area on the eastern boundary, adjacent to the marshes of the Okatie River. Internal interconnectivity, for both roadways and trails, is maintained, and all environmental standards are maintained. The internally integrated nature of the development, the interconnectivity to adjacent parcels by the public Connector Road, and many other features justify the continuing PUD status for the Property. The following changes are requested.

A. <u>Commercial and Residential Density Reduction.</u> The allowed commercial and residential densities for Osprey Point are set forth in Section IV(C) and IV(D) of

the Development Agreement, and referenced in the attached PUD approval text and drawings. These allowed densities are hereby reduced for both commercial and residential density. The new allowed density for commercial development is now 190,000 square feet, rather than the original 207,000 square feet. The new allowed residential density is now 396 total residential units, rather than the original 527 residential units. The original Development Agreement and PUD allowed the Owner/Developer the freedom to determine the mix of single family detached, attached and multifamily units, depending upon market conditions. This flexibility remains effective, but it is specifically noted that the current intent is to develop all or most of the residential units as single family detached units, with final lot configuration and sizes to be at the discretion of Owner/Developer.

Notwithstanding this general design flexibility, Owner hereby commits to a scheme of density and use allocation as set forth on the attached Exhibit I, Amended Osprey Point Transect Zones. The terms of Exhibit I are hereby incorporated into this First Amendment and made binding upon the Property. Basically, the approximately 8.5 acre portion of the Property nearest to the marsh will be utilized for open space, park, and community recreational purposes only, with no residential construction allowed (current cottage/lodge site excepted). The private residential zone closest to the marsh area will have the lowest maximum density, to minimize potential impacts upon the tidal wetlands. The adjoining private residential zone, extending to the Connector Road, will allow increased residential density with an allowance of townhouse and multifamily units, so that this higher density area will be most accessible to the adjacent Commercial Area. The Commercial Area will continue to have the same standards, allowed uses and densities as set forth

in the original PUD and Development Agreement, subject to the reduced maximum densities set forth above.

Pathway (Including Trails) Standards. The current development planning for the Osprey Point development envisions an age restricted community, within the meaning of federal law, to be located within the residential area depicted on the Exhibit B Master Plan. A residential developer is currently in place to develop the age restricted community and it is hereby specifically provided that such an age restricted community is allowed. The residential area is planned to be single family detached, although other residential building types are allowed. While the residential area is currently planned to be age restricted, and specifically under contract for such use, Owner/Developer shall have the option of developing age targeted (non-restricted) or general residential development. This flexibility is necessary to enable adjustments to future market conditions and to meet development financing requirements.

A successful age restricted community requires private roads and the ability to restrict access. This essential fact was recognized by the County in the adjacent River Oaks Development Agreement, where private roads and restricted access were allowed, specifically because of the "senior village nature of the development". For the same reason, pathways and trails within the age restricted area of Osprey Point may also be private and restricted. It is specifically noted, however, that the frontage Connector Road as well as roads within the commercial area, shall remain open to the public as originally provided, and provide a means of interconnectivity to adjacent parcels. It is also noted, that a public access easement to serve as an access to River Oaks

PUD is provided along the southern boundary of the Osprey Point Amended Master Plan, to preserve access for River Oaks to the commercial area, the Connector Road, and to Highway 170. Internal interconnectivity, to allow residents of Osprey Point (now to be known as Malind Bluff) to have access to the commercial area, waterfront area, and adjacent properties is retained, and shall be as depicted on Exhibit C to the First Amendment for both pathway/trails and roadways. All provisions of the original Development Agreement and PUD to the contrary are hereby amended to conform herewith.

C. <u>Public Park Area/Access.</u> The original Development Agreement and PUD provided for an approximately 13 acre waterfront park area, for the enjoyment of residents within Osprey Point and the adjacent Okatie Marsh developments, with limited access rights for the public. Changes in circumstance and market conditions have now made this plan unnecessary and unworkable. The entire Okatie Marsh development, which includes waterfront property, is now owned by the County as public land. The total Okatie Village residents expected to share in the use of this area within Okatie Village has been reduced by more than 50% (due to the elimination of all Okatie Marsh density, and the substantial reduction of Osprey Point density under this Amendment).

In the light of these changed conditions, and due to the preference for privacy and safety associated with elderly and mature adult (age restricted) development, the waterfront acreage for open space/park use within Osprey Point is hereby reduced from 13 acres to approximately 8.5 acres, as depicted on the attached Exhibit B Master Plan. Public access is no longer required. Environmental standards to protect the adjacent waterway and wetlands are retained in full force

and effect. Given the changes outlined above, and the stated justifications therefor, the existing cottage/lodge, now located on the waterfront, is no longer restricted and may be used for any legal residential or Osprey Point community purpose, and it may be utilized in its existing condition, renovated, replaced, or removed.

Owner under the proposed First Amendment is proposing to design a passive park area upon the adjacent waterfront owned by the County and construct a passive park area of up to two acres at the County waterfront. This passive park design and construction shall include appropriate clearing, installation of benches, and long term landscape maintenance of any cleared area, with all elements to be approved by County Planning Staff, in consultation with other County officials. Such design and construction shall occur at the time of Owner's permitting and construction within the adjacent Osprey Point waterfront open space, to include a simple trail system within the County passive park area. While this provision is predominately a change to the original Development Agreement, it is recited here as a part of this PUD Narrative as a further justification for the requested change to the current PUD Master Plan.

E. <u>Public Safety Site</u>. The Public Safety Site, shown on the original Master Plan, may be located within the Commercial/Mixed Use area of the Master Plan, or at Owner's discretion and with County approval of the location, the Public Safety Site may be located outside of the Osprey Point Master Plan, on land to be acquired by Owner and donated to the County. The area to be donated for a Public Safety Site shall be 1/2 acre, sufficient for a Fire/EMS facility.

- F. Workforce Housing Requirement. Certain provisions for workforce housing are set forth under Section IV(A) of the Development Agreement, and referenced as part of the PUD approval. While this requirement remains in force, it is specifically noted and agreed that this requirement shall not be interpreted to prevent development of an age restricted community within Osprey Point. Workforce housing may be provided within areas of the new Master Plan which are not within the age restricted area, or within the age restricted area, at the discretion of Owner/Developer. As provided under the original Development Agreement, the requirements to provide Workforce/Affordable Housing apply only to multifamily product (10% of total) and to town home units (15% of total) and do not apply to single family home sites. This provision continues, so that the total of such units to be provided depends upon final product mix within Osprey Point. Notwithstanding the above, Owner agrees that a minimum of 15 residential units will be developed and offered at sales prices which qualify under the low income or moderate income affordability standards as set forth in the Workforce/Affordable Housing Agreement. Such units may be developed in the Residential Area of the Master Plan or in the Commercial/Mixed Use Area.
- G. <u>Design Guidelines/Residential Design.</u> Design Guidelines were not a part of the original Osprey Point PUD. The Design Guidelines set forth in Section IV(M) of the Development Agreement (and Exhibit F thereto) are retained for the public area of Osprey Point. The age restricted, residential area will adopt its own design guidelines and review process, by private covenant, and will therefore not be bound by the original Design Guidelines of the Development Agreement. This change, for the non-public areas only, will provide the

Owner/Developer with the needed flexibility to meet the needs and tastes of the age restricted market as development and sales unfold. Additionally, as is the case in most PUD development, internal residential lot, roadway, and layout design, including setbacks within residential lots, shall be at the discretion of Owner/Developer, so long as the final design does not violate the general layout depicted on the Exhibit B Amended Master Plan.

Notwithstanding the above stated flexibility in residential structure and lot design, Owner hereby commits to expanded spacing of driveway locations in areas where lot sizes average less than 50 feet in width. To this end, driveway locations will be combined to maximize the distance between driveway entrances on the street, for both aesthetic and safety reasons. An illustration of this design concept is attached to demonstrate this principle. The resulting design shall assure, at the time of development permit approval, that driveway location spacing on all street frontages shall exceed an average of 50 feet for any given roadway section. It is specifically noted that rear loaded lot access, provided from rear alley ways, is also an acceptable design solution to avoid excessive numbers of driveway locations on streetscapes with average lot width of less than 50 feet in width, and this design solution is also allowed within Osprey Point.

H. <u>Development Schedule Amendment.</u> The original Osprey Point Development Agreement included a Development Schedule provision under Section IV thereof and Exhibit D thereto. Subject to the same reservations and conditions provided under the original Development Agreement and Exhibit D, the Development Schedule is hereby amended as set forth in Exhibit D to the First Amendment. This Development Schedule is referenced in this PUD Narrative to explain current forecasting regarding phasing and development matters.

I. Preliminary Drainage Plan, Water Plan and Sanitary Sewer Plans.

Because the essential elements of the PUD remain in the same general areas of the Property as originally contemplated, at reduced densities, the changes to these infrastructure systems are relatively minor, to reflect altered road locations. The system designs all remain within the original design tolerances previously approved. Expected new locations of these infrastructure systems are depicted on the attached Exhibits E, F, and G to the First Amendment, for sanitary sewer, stormwater drainage and water systems, respectively, subject to final engineering and approvals prior to construction.

SUMMARY

The above Narrative describes the nature of the requested PUD and the specific changes requested and their justifications. The legal document entitled First Amendment To Osprey Point Development Agreement And PUD Zoning, if approved by Beaufort County, shall be the controlling document regarding changes to both the Development Agreement and the PUD. This Amended Narrative is submitted as an addition to the PUD Amendment, at the request of County Staff, to further clarify the changes being requested under the Amended PUD Master Plan and related documents.

STATE OF SOUTH CAROLINA)	FIRST AMENDMENT TO
)	OSPREY POINT DEVELOPMENT
COUNTY OF BEAUFORT)	AGREEMENT AND PUD ZONING

This First Amendment To Osprey Point Development Agreement and PUD Zoning is made and entered this ______ day of ______, 2014, by and between LCP III, LLC (Owner), and the governmental authority of Beaufort County, South Carolina ("County").

WHEREAS, a Development Agreement, with accompanying PUD Zoning, was made and entered between Owner and County for Osprey Point, as recorded in Book 2888 at page 169, et. seq., on September 3, 2009, following passage by Beaufort County Council and due execution by the parties; and,

WHEREAS, Osprey Point is a portion of a larger, coordinated development area, known as Okatie Village, which also included the Okatie Marsh PUD and the River Oaks PUD, with their respective Development Agreements, which were negotiated, adopted and recorded simultaneously with Osprey Point; and,

WHEREAS, no development activity or sales activity has taken place within the overall Okatie Village properties, including Osprey Point, during the approximately five years since the original approvals of these developments; and,

WHEREAS, a related entity, Malind Bluff Development, LLC, has taken a small interest in the Osprey Point property for development financing purposes, and is therefore joining into this First Amendment to evidence its agreement with and consent hereto (see the attached Exhibit H Joinder); and,

WHEREAS, the original Development Agreements for Okatie Village, including Osprey Point, will expire and terminate in September of 2014; and,

WHEREAS, significant changes have taken place in real estate market conditions and within the Okatie Village development area since the original approvals for Osprey Point, making it practically and economically unfeasible to develop Osprey Point under the exact terms of the original Osprey Point Development Agreement and PUD; and,

WHEREAS, the Owner and County have agreed to Amend the Osprey Point Development Agreement and PUD in order to adjust the terms thereof to reflect current conditions, as provided below, while at the same time significantly reducing the density of Osprey Point and preserving the important protections to the environment and many other important features of the original Development Agreement, as also provided below;

NOW THEREFORE, in consideration of the terms and conditions hereof, the Owner and County hereby agree as follows:

I. INCORPORATION.

The above recitals are hereby incorporated herein by reference.

II. STATEMENT OF DEVELOPMENT BACKGROUND AND CHANGES TO MARKET CONDITIONS AND OTHER CIRCUMSTANCES.

Planning and negotiations toward ultimate approval of the three Okatie Village Tracts, including Osprey Point, occurred in 2006 - 2008, at a time that development was exploding in Beaufort County, and the pace of that development activity was expected to continue and

accelerate as the baby boom generation was beginning to reach retirement age. Prices for homes and for commercial properties were escalating and that trend was expected to continue.

All of these trends ended before development of any of the Okatie Village communities could begin. Sales prices plummeted and a financial crisis prevented developers from acquiring needed development loans, and prevented potential buyers from obtaining home loans, even at reduced prices. Okatie Village properties were particularly hard hit, since their Development Agreements imposed fees and burdens beyond any other development properties in Beaufort County.

The Okatie Marsh PUD failed completely before any development took place. Beaufort County acquired the entire property, which has been added to the County's Open Space land holdings. River Oaks has likewise been struggling and its ultimate fate is being determined. Osprey Point, the central property of the three Okatie Village tracts, now has real potential to move forward in an economically conscientious way, under the name Malind Bluff. Several changes to the original plan have been necessitated by these changing market conditions, and are set forth below. Some of the changes are significant, while others are relatively minor. The justifications for each of these changes are set forth as the changes themselves are discussed.

III. <u>DEVELOPMENT PLAN CHANGES</u>.

A revised Master Plan and revised Trail and Open Space Plan are attached hereto as Exhibits B and C respectively (Exhibit A hereto is a restatement of the property description of Osprey Point, which is unchanged). Both the Development Agreement and PUD Zoning are

hereby amended to reflect all changes which are shown and depicted on the revised Exhibits B and C, both regarding the specific changes that are referenced below and any other changes that are necessary, by implication, to effectuate these Development Plan and Master Plan changes. The following changes are specifically listed and approved:

A. Commercial and Residential Density Reduction. The allowed commercial and residential densities for Osprey Point are set forth in Section IV(C) and IV(D) of the Development Agreement, and referenced in the attached PUD approval text and drawings. These allowed densities are hereby reduced for residential density. The allowed density for commercial development remains 207,000 square feet. The new allowed residential density is now 396 total residential units, rather than the original 527 residential units. The original Development Agreement and PUD allowed the Owner/Developer the freedom to determine the mix of single family detached, attached and multifamily units, depending upon market conditions. This flexibility remains effective, but it is specifically noted that the current intent is to develop all or most of the residential units as single family detached units, with final lot configuration and sizes to be at the discretion of Owner/Developer.

Not withstanding this general design flexibility, Owner hereby commits to a scheme of density and use allocation as set forth on the attached Exhibit I, Amended Osprey Point Transect Zones. The terms of Exhibit I are hereby incorporated into this First Amendment and made binding upon the Property. Basically, the approximately 8.5 acre portion of the Property nearest to the marsh will be utilized for open space, park, and community recreational purposes only, with no residential construction allowed (current cottage/lodge site excepted). The private

residential zone closest to the Park/Community area will have the lowest maximum density, to minimize potential impacts upon the tidal wetlands. The adjoining private residential zone, extending to the Connector Road, will allow increased residential density with an allowance of townhouse and multifamily units, so that this higher density area will be most accessible to the adjacent Commercial Area. The Commercial Area will continue to have the same standards, allowed uses and densities as set forth in the original PUD and Development Agreement. The commitment to a Village scale commercial design, as provided under the Original PUD and Design Guidelines, remains unchanged.

Pathway (Including Trails) Standards. The current development planning for the Osprey Point development envisions an age restricted community, within the meaning and under the terms of federal law, to be located within the residential area depicted on the Exhibit B Amended Master Plan. A residential developer is currently in place to develop the age restricted community and it is hereby specifically provided that such an age restricted community is allowed. The residential area is planned to be single family detached, although other residential building types are allowed. Only age restricted residential development will be allowed within the private residential, restricted access area of the Master Plan. No non-age restricted residential development may be undertaken within this private area unless specifically approved in the future by Beaufort County as a major Amendment hereto.

A successful age restricted community requires private roads and the ability to restrict access. This essential fact was recognized by the County in the adjacent River Oaks Development

Agreement, where private roads and restricted access were allowed, specifically because of the "senior village nature of the development". For the same reason, pathways and trails within the age restricted area may also be private and restricted. It is specifically noted, however, that the frontage Connector Road as well as roads within the commercial area, shall remain open to the public as originally provided, and provide a means of interconnectivity to adjacent parcels. It is also noted, that a public access easement to serve as an access to River Oaks PUD is provided along the southern boundary of the Osprey Point Amended Master Plan, to preserve access for River Oaks to the commercial area, the Connector Road, and to Highway 170. This access easement area shall be granted by Owner to the River Oaks property and to Beaufort County, as grantees, and the grant of this access easement shall take place within 120 days of execution and recording hereof. Beaufort County shall have no obligation to constuct or maintain such roadway, and no obligation to accept title or responsibility for such roadway. Under the original Development Agreement, Section IV(F), the Connector Road was to be constructed as part of the first phase of Osprey Point development, to provide access across Osprey Point for the expected development of Okatie Marsh. Now that Okatie Marsh has been purchased by the County for Open Space, the Connector Road shall be developed at the time of development of Phase I development; provided, however, that Owner may satisfy this requirement by posting a bond for this road construction at 125% of its estimated cost with Beaufort County, when Phase I development commences, with the commitment to construct the road at the time that fifty percent of the allowed residential density has been permitted for vertical construction. An easement shall be granted to Beaufort County and the River Oaks owner to allow said access, within 120 days of execution and recording hereof. Beaufort County shall have no obligation to the construction or maintain such roadway. Section VIII(A) of the original Development Agreement is hereby amended to allow such private roads and restricted access within the residential area, and also within open space areas associated with the residential area. As stated above, the planned pathways and trails within the residential area of Osprey Point may likewise be restricted, and the pathway and trail system is amended to provide for the system shown on Exhibit C hereto. Internal interconnectivity, to allow residents of Osprey Point (now to be known as Malind Bluff) to have access to the commercial area, waterfront area, and adjacent properties is retained, and shall be as depicted on Exhibit C for both pathway/trails and roadways. All provisions of the original Development Agreement and PUD to the contrary are hereby amended to conform herewith.

Public Park Area/Access. The original Development Agreement and PUD provided for an approximately 13 acre waterfront park area, for the enjoyment of residents within Osprey Point and the adjacent Okatie Marsh developments, with limited access rights for the public. Changes in circumstance and market conditions have now made this plan unnecessary and unworkable. The entire Okatie Marsh development, which includes waterfront property, is now owned by the County as public land. The total Okatie Village residents expected to share in the use of this area within Osprey Point has been reduced by more than 50% (due to the elimination of all Okatie Marsh density, and the substantial reduction of Osprey Point density under this Amendment).

In the light of these changed conditions, and due to the preference for privacy and safety associated with elderly and mature adult (age restricted) development, the waterfront acreage for

open space/park use within Osprey Point is hereby reduced from 13 acres under Section IV(I) of the Development Agreement, to approximately 8.5 acres, as depicted on the attached Exhibit B Master Plan. Public access is no longer required. Environmental standards to protect the adjacent waterway and wetlands are retained in full force and effect. The associated covenants/easements, as required under Section IV(I) of the Development Agreement are likewise no longer required. Section IV(I) of the Development Agreement and the relevant PUD provision are hereby amended, together with any other provision of the Development Agreement and PUD necessary to carry out this Amendment. Given the changes outlined above, and the stated justifications therefor, the existing cottage/lodge, now located on the waterfront, is no longer restricted and may be used for any legal residential or Osprey Point community purpose, and it may be utilized in its existing condition, renovated, replaced, or removed.

Design, Construction and Maintenance Contribution to County Park. Owner agrees to design a passive park area upon the adjacent waterfront owned by the County and construct a passive park area of up to 13 acres on the adjacent County waterfront. This passive park design and construction shall include appropriate clearing, installation of improvements as illustrated on a County Park Conceptual Plan to be submitted prior to final reading hereof, and long term landscape maintenance of any cleared area, with all elements to be approved by County Planning Staff, in consultation with other County officials, consistent with the County Park Conceptual Plan to be developed by Owner, with County approval, prior to final reading hereof. Additionally, Owner will provide a pervious surface parking area for the public to include at least six parking spaces, off Pritcher Road, near Highway 170, on County property. A trail shall be

provided from the parking area to the passive park and said trail may utilize Pritcher Road. Such design and construction shall occur at the time of Owner's permitting and construction within the adjacent Osprey Point waterfront open space, which shall occur prior to the sale of any residential home within Osprey Point. The County will participate, as needed, in any required permits and easements for construction, maintenance, and use of this park area.

- **E.** Public Safety Site. The Public Safety Site shall be located within the Commercial/Mixed Use area of the Master Plan. The area to be donated for a Public Safety Site shall be 1/2 acre, sufficient for a Fire/EMS facility, rather than the one acre site originally provided under Section IV(K) of the Development Agreement. Required drainage and open space for the public safety site shall be provided on the adjacent Commercial Area of Owner, so that the 1/2 acre site shall be a buildable area footprint.
- F. Workforce Housing Requirement. Certain provisions for workforce housing are set forth under Section IV(A) of the Development Agreement. While this requirement remains in force, it is specifically noted and agreed that this requirement shall not be interpreted to prevent development of an age restricted community within Osprey Point. Workforce housing shall be provided within areas of the new Master Plan which are not within the age restricted area. As provided under the original Development Agreement, the requirements to provide Workforce/Affordable Housing apply only to multifamily product (10% of total) and to town home units (15% of total) and do not apply to single family home sites. This provision continues, so that the total of such units to be provided depends upon final product mix within Osprey Point.

 Notwithstanding the above, Owner agrees that a minimum of 15 residential units will be developed

and offered at sales prices which qualify under the low income or moderate income affordability standards as set forth in the Workforce/Affordable Housing Agreement. Such units shall be developed in the Commercial/Mixed Use Area, provided, however, that Owner shall have the option of paying into a fund established by Beaufort County for affordable housing, in lieu of constructing such housing within Osprey Point, under the same terms and fee structure adopted by Beaufort County for such purposes generally.

- G. <u>Impact/Development Fee Issues</u>. No terms of the original Development Agreement regarding fees due under Sections IV(G) and IV(H) are changed by this First Amendment.
- H. Design Guidelines/Residential Design. The Design Guidelines set forth in Section IV(M) of the Development Agreement (and Exhibit F thereto) are retained for the public area of Osprey Point. The age restricted, residential area will adopt its own design guidelines and review process, by private covenant, and will therefore not be bound by the original Design Guidelines. This change, for the non-public areas only, will provide the Owner/Developer with the needed flexibility to meet the needs and tastes of the age restricted market as development and sales unfold. Additionally, as is the case in most PUD development, internal residential lot, roadway, and layout design, including setbacks within residential lots, shall be at the discretion of Owner/Developer, so long as the final design does not violate the general layout depicted on the Exhibit B Amended Master Plan.

Notwithstanding the above stated flexibility in residential structure and lot design,

Owner hereby commits to expanded spacing of driveway locations in areas where lot sizes average

less than 50 feet in width. To this end, driveway locations will be combined to maximize the distance between driveway entrances on the street, for both aesthetic and safety reasons. An illustration of this design concept is attached to demonstrate this principle. The resulting design shall assure that driveway pairs are separated from other driveway pairs by more than 50 feet, on any roadway section where lot widths average less than 50 feet. It is specifically noted that rear loaded lot access, provided from rear alley ways, is also an acceptable design solution to avoid excessive numbers of driveway locations on streetscapes with average lot width of less than 50 feet in width, and this design solution is also allowed within Osprey Point.

- any extension thereof, Owner shall not seek or permit the property to be annexed into Jasper County or the City of Hardeeville. This provision may be enforced by the County by all available legal means, and include all remedies available at law or in equity, including specific performance and injunctive relief.
- J. <u>Development Schedule Amendment.</u> The original Osprey Point Development Agreement included a Development Schedule provision under Section IV thereof and Exhibit D thereto. Subject to the same reservations and conditions provided under the original Development Agreement and Exhibit D, the Development Schedule is hereby amended as set forth in Exhibit D hereto.
- K. <u>Preliminary Drainage Plan, Water Plan and Sanitary Sewer Plans.</u>

 Because the essential elements of the PUD remain in the same general areas of the Property as originally contemplated, at reduced densities, the changes to these infrastructure systems are

relatively minor, to reflect altered road locations. The system designs all remain within the original design tolerances previously approved. Expected new locations of these infrastructure systems are depicted on the attached Exhibits E, F, and G to the First Amendment, for sanitary sewer, stormwater drainage and water systems, respectively, subject to final engineering and approvals prior to construction.

Agreement and PUD were approved by both parties, effective September 3, 2009. The parties hereby agree that the original Development Agreement, and all Exhibits thereto including the PUD, is hereby incorporated by reference into this First Amendment To Osprey Point Development Agreement and PUD, and further, that said original documents are hereby amended as specifically provided herein, directly or by necessary implication. The term of this First Amendment shall be for five years from the date of execution hereof, provided that the term shall be further extended for an additional five years if neither party hereto is in material default hereunder and if development of the subject property has not been completed within the initial term hereof, and also, extended by any South Carolina laws which extend development permits and agreements generally. Both parties agree that with the adoption and execution hereof, no present defaults exist between the parties and all future activities within Osprey Point shall be governed by the terms hereof.

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

September 26, 2014 Draft

WITNESSES	OWNER:			
	LCP III, LLC			
	By:			
	Its: Attest:			
	Its:			
STATE OF SOUTH CAROLINA)) ACKNOWLEDGMENT			
COUNTY OF BEAUFORT	,			
the undersigned Notary Public of the Section 2, and, and, and, and, the appropriate official of LCP III, LLC, will document.	on this day of, 2014. before me, State and County aforesaid, personally appeared known to me whose name is subscribed to the within document, as ho acknowledged the due execution of the foregoing I have hereunto set my hand and official seal the day			
and year last above mentioned.	, and the second			
	Notary Public for South Carolina			
	My Commission Expires:			
WITNESSES:	COUNTY OF BEAUFORT			
	County Council Chairman			
	Attest:			

September 26, 2014 Draft County Clerk - County of Beaufort

STATE OF SOUTH CAROLINA)	
COUNTY OF BEAUFORT) ACKNOV)	VLEDGMENT
me, the undersigned Notary Public of the to me (or satisfactorily proven) to be document, who acknowledged the due ex	e state and County afor the persons whose re execution of the foregoin	ame is subscribed to the within
	Notary Public for	South Carolina
My Commissi	on Expires:	

EXHIBIT A

Property Description

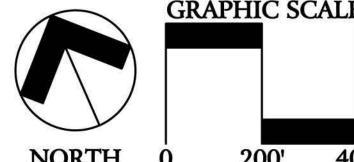
The Osprey Point property consists of that certain piece and parcel of real property, and all improvements thereon, located in Beaufort County, South Carolina, containing 119.254 acres, more or less, and more particularly described on a plat prepared by Christensen Khalil Surveyors, Inc. date February 5, 2006, and last revised on June 15, 2007, and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Plat Book 120 at Page 103.

PREPARED FOR: MALIND BLUFF DEVELOPMENT LLC

PREPARED BY: J. K. TILLER ASSOCIATES, INC. LAND PLANNING LANDSCAPE ARCHITECTURE TEN PINCKNEY COLONY ROAD SUITE 101 BLUFFTON, SC 29909

OSPREY POINT (MALIND BLUFF) AMENDED MASTER PLAN

BEAUFORT COUNTY, SOUTH CAROLINA July 29, 2014



GRAPHIC SCALE 600' 400'

TRAILS, CLUBHOUSE SITE, PARKS, WETLANDS AND LAGOONS

THIS IS A CONCEPTUAL PLAN AND IS SUBJECT TO CHANGE. ALL SURVEY INFORMATION AND SITE BOUNDARIES WERE COMPILED FROM A VARIETY OF UNVERIFIED SOURCES AT VARIOUS TIMES AND AS SUCH ARE INTENDED TO BE USED ONLY AS A GUIDE. ALL PROPERTY LINES, TRACT DIMENSIONS AND NARRATIVE DESCRIPTIONS ARE FOR GRAPHIC REPRESENTATION ONLY, AS AN AID TO SITE LOCATION AND POTENTIAL LAND USE, AND ARE NOT LEGAL REPRESENTATIONS AS TO FUTURE USES OR LOCATIONS. J. K. TILLER ASSOCIATES, INC. ASSUMES NO LIABILITY FOR ITS ACCURACY OR STATE OF COMPLETION, OR FOR ANY DECISIONS (REQUIRING ACCURACY) WHICH THE USER MAY MAKE BASED ON THIS INFORMATION.

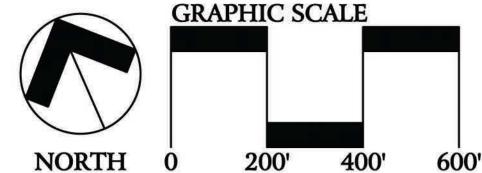
[KT Job Number: 201403-0 JKT Job Number: 201403-01

PREPARED FOR: MALIND BLUFF DEVELOPMENT LLC

PREPARED BY: J. K. TILLER ASSOCIATES, INC.

OSPREY POINT (MALIND BLUFF) TRAILS AND OPEN SPACE PLAN

BEAUFORT COUNTY, SOUTH CAROLINA **JUNE 18, 2014**



THIS IS A CONCEPTUAL PLAN AND IS SUBJECT TO CHANGE. ALL SURVEY INFORMATION AND SITE BOUNDARIES WERE COMPILED FROM A VARIETY OF UNVERIFIED SOURCES AT VARIOUS TIMES AND AS SUCH ARE INTENDED TO BE USED ONLY AS A GUIDE. ALL PROPERTY LINES, TRACT DIMENSIONS AND NARRATIVE DESCRIPTIONS ARE FOR GRAPHIC REPRESENTATION ONLY, AS AN AID TO SITE LOCATION AND POTENTIAL LAND USE, AND ARE NOT LEGAL REPRESENTATIONS AS TO FUTURE USES OR LOCATIONS, J. K. TILLER ASSOCIATES, INC. ASSUMES NO LIABILITY FOR ITS ACCURACY OR STATE OF COMPLETION, OR FOR ANY DECISIONS (REQUIRING ACCURACY) WHICH THE USER MAY MAKE BASED ON THIS INFORMATION.

JKT Job Number: 201403-01

Exhibit D

DEVELOPMENT SCHEDULE

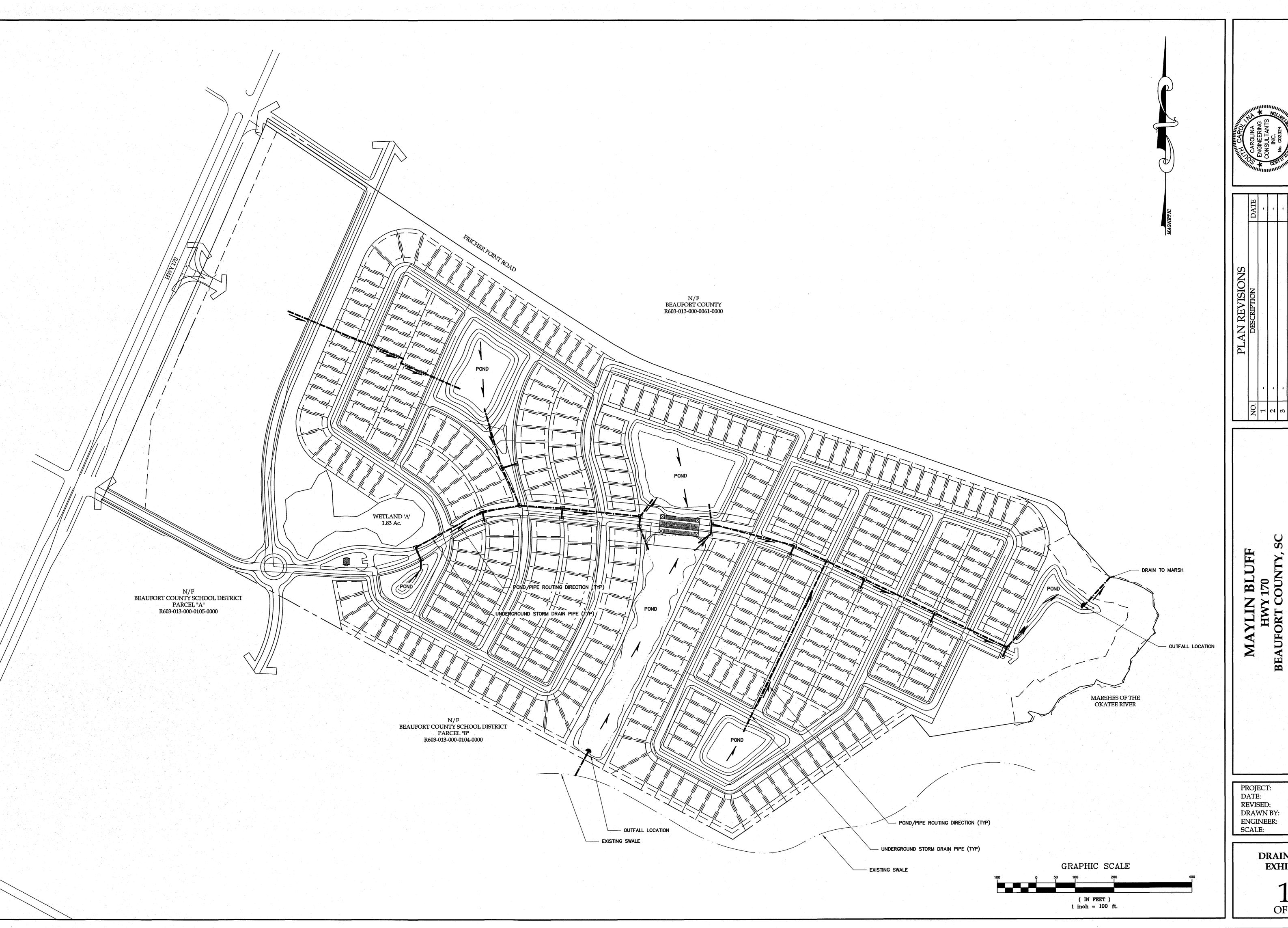
Development of the Property is expected to occur over the five (5) year term of the Agreement, with the sequence and timing of development activity to be dictated largely by market conditions. The following estimate of expected activity is hereby included, to be updated by Owner as the development evolves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

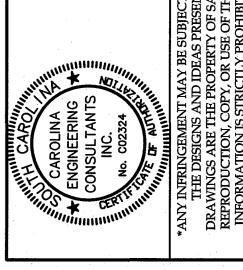
Year(s) of Commencement / % Completion of Total

Type of Development	2014/15	2015/16	2016/17	2017/18	2018/19
Commercial (Sq. Ft.)				50%	50%
Residential, Single Family Lots ¹	14.5%	12.9%	14.5%	20.1%	38.1%
Park % To Be Completed	50%	50%			
Multi-Purpose Trail & Pathways % To Be Completed		15%	15%	40%	30%

NOTE: As stated in the Development Agreement, Section VI, actual development may occur more rapidly or less rapidly, based on market conditions and actual number of Residential, Single Family Lots developed and Commercial Square Footage developed.

¹ 350 single family units are forecast to remain to be built at the end of five years





SC

ENGINEERING (
www.carolinaengin

1659

06/19/14 06/19/14 TAB JPA

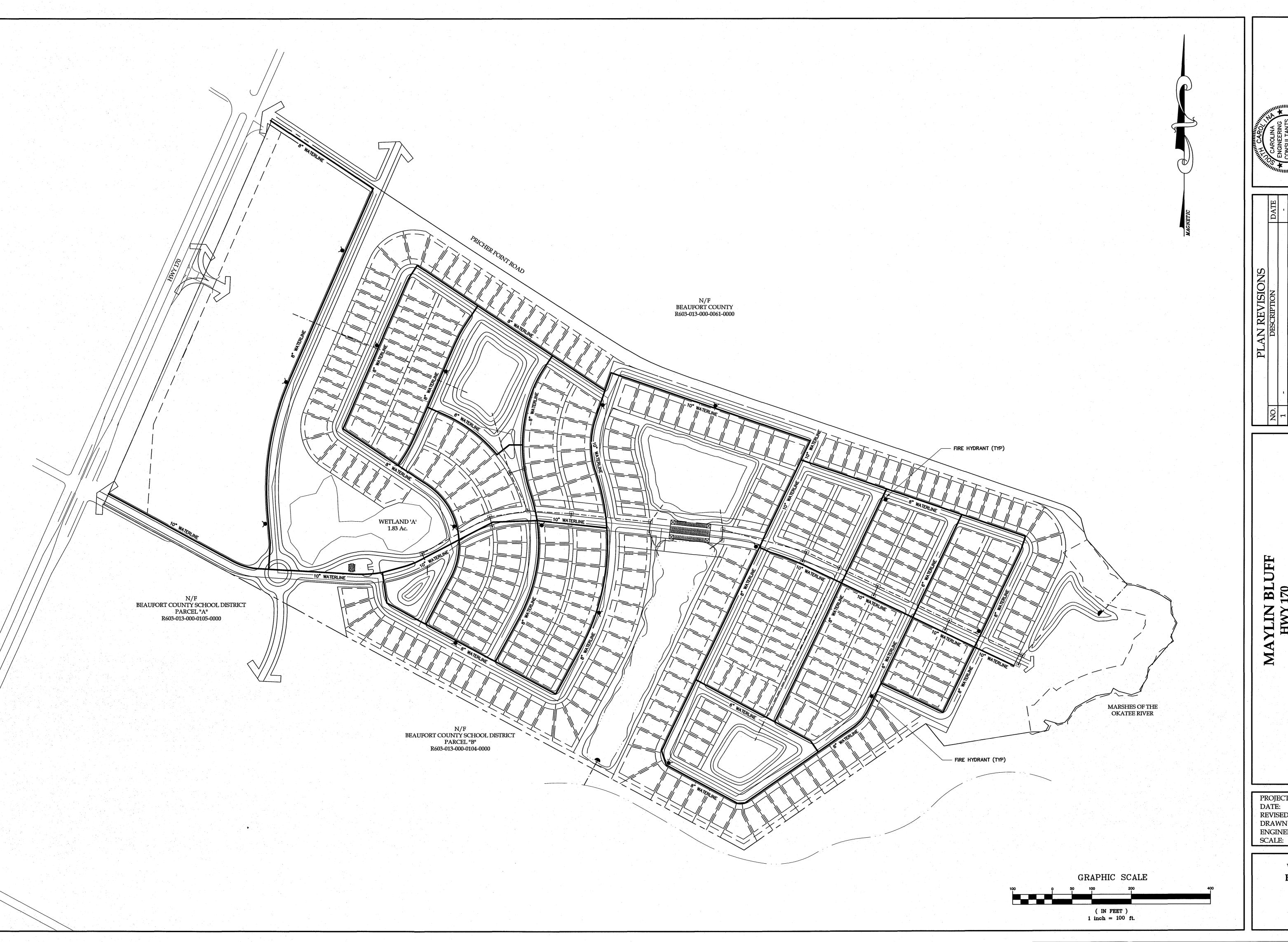
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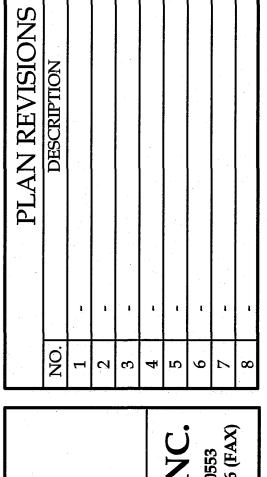
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EXHIBIT

OF 1





CONSULTANTS, 1
843/322-05 MAYLIN BLUFF
HWY 170
BEAUFORT COUNTY, SC ENGINEERING (
WWW.CAROLINAENGIN

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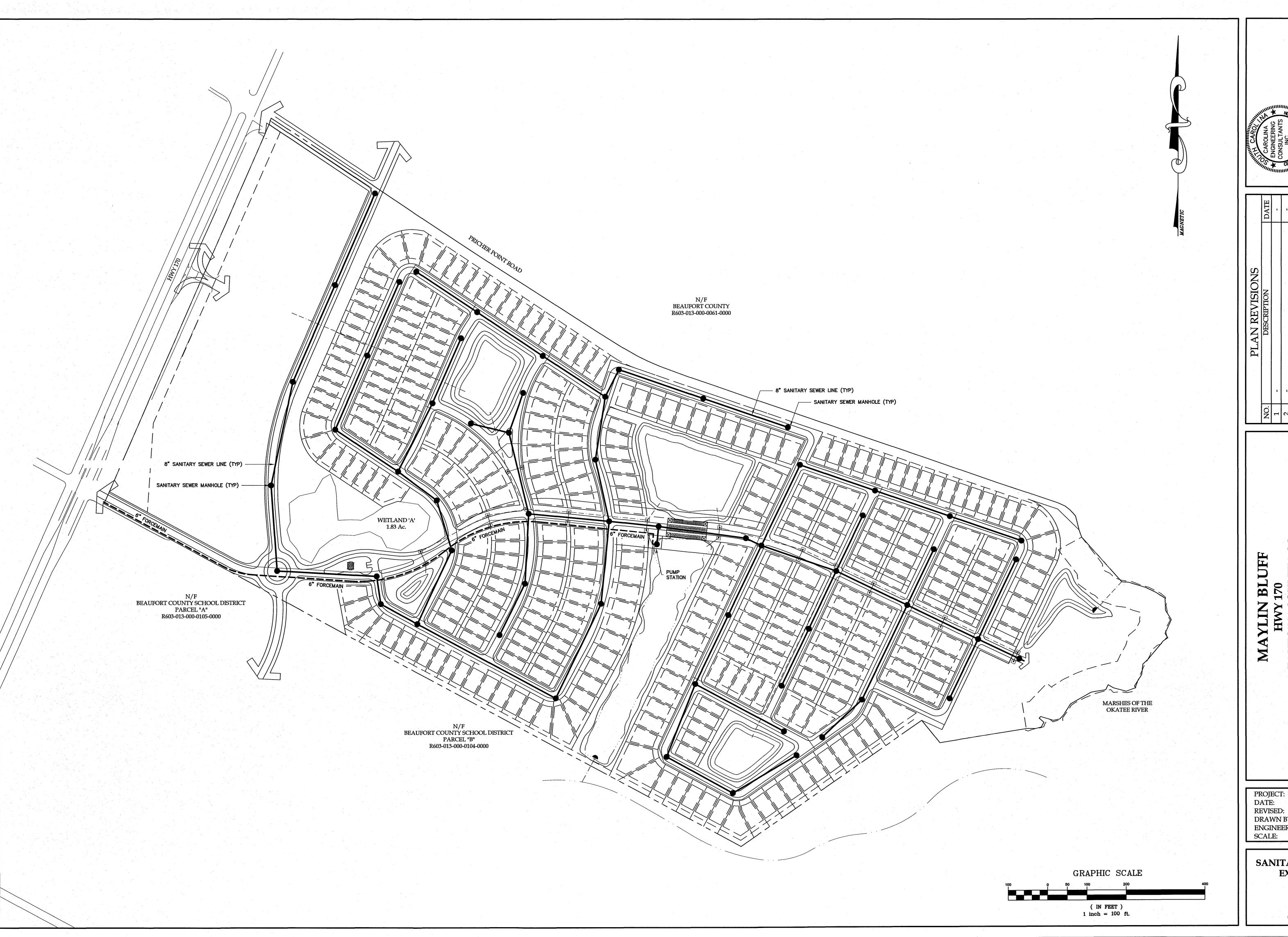
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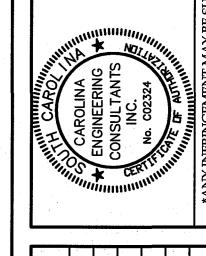
1"=100'

PROJECT: DATE: REVISED: DRAWN BY: ENGINEER:

> WATER **EXHIBIT**

OF 1





CONSULTAN SC MAYLIN BLUFF HWY 170 BEAUFORT COUNTY, SO ENGINEERING CAROLINA

1659 06/19/14 06/19/14 TAB DRAWN BY: JPA ENGINEER: 1"=100'

SANITARY SEWER **EXHIBIT**

OF 1

STATE OF SOUTH CAROLINA)	
) JOINDER OF DEVELOPMENT AGREEME	NT
COUNTY OF BEAUFORT)	
THIS JOINDER OF DEVELOPMENT AGREEMENT is made thisth	day of
, 2014 by Malind Bluff Development, LLC, its successors and assign	
"Malind Bluff"), to join in the Development Agreement (Osprey Point) (the "Developr	nent
Agreement"), recorded in Book 2888 at page 169, in the Beaufort County Records, as am	ended
herewith in Book at page	

WHEREAS, Malind Bluff is the fee simple owner of the property particularly described as Parcel B on that certain plat of record of the Malind Bluff Community recorded in Plat Book 138 at Page 54 in the Register of Deeds Office for Beaufort County, South Carolina.

NOW, THEREFORE, for consideration, receipt and sufficiency of which are hereby acknowledged, Malind Bluff hereby agrees as follows:

- 1. To join in the Development Agreement as benefits and affirmative and negative burdens, whether pertaining to items, benefits and obligations presently existing or to be created or executed in the future, which in equity and at law, touch and concern, benefit and burden, and run with the land and any estates in the Property.
- 2. That the Development Agreement contains covenants and servitudes which burden and benefit all persons with a real property estate in the property subject to the Development Agreement, including, but not limited to Malind Bluff, whether such estate was created by assignment, succession, inheritance or other method of conveyance.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned have executed this instrument the day and year above first written.

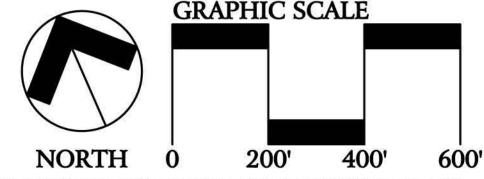
WITNESSES:	Malind Bluff Development, LLC
	BY: J. Nathan Duggins, III, Manager
STATE OF)
COUNTY OF)
	tify J. Nathan Duggins, III, in his capacity as t, LLC , personally appeared before me this day and oregoing instrument.
Witness my hand and official seal this	day of, 2014.
	Notary Public for
	My Commission Expires:

MALIND BLUFF DEVELOPMENT LLC

PREPARED BY: J. K. TILLER ASSOCIATES, INC. LAND PLANNING LANDSCAPE ARCHITECTURE
TEN PINCKNEY COLONY ROAD SUITE 101 BLUFFTON, SC 29909
Voice 843.815.4800 Fax: 843.815.4802

OSPREY POINT (MALIND BLUFF) TRANSECT MAP

BEAUFORT COUNTY, SOUTH CAROLINA



JKT Job Number: 201403-01



COUNTY COUNCIL OF BEAUFORT COUNTY PURCHASING DEPARTMENT

106 Industrial Village Road, Bldg 2—Post Office Drawer 1228 Beaufort, South Carolina 29901-1228

TO: Brian Flewelling, Chairman, Natural Resources Committee

FROM: Dave Thomas, CPPO, Purchasing Director

SUBJ: CONTRACT AWARD RECOMMENDATION FOR CRYSTAL LAKE

PRESERVE PARK, LADY'S ISLAND -PHASE 2B IMPROVEMENTS IFB# 090814

DATE: October 9, 2014

BACKGROUND: The Crystal Lake Park has been an ongoing effort to create a passive Community Park as envisioned by the Friends of Crystal Lake and endorsed by the County Council at a County Council meeting held on April 9, 2012. The first phase involved the construction of a 660-foot wooden boardwalk and a 24-foot wide pier head projecting into the lake itself. Today the boardwalk completed in 2013, is widely enjoyed by the citizens of Beaufort County, and is one of the few passive park amenities with ready access to the public. The cost of the Phase 1 project was \$159,960.

Phase 2B at Crystal Lake Park consists of site related improvements involving utility extensions, grading, paving for additional pervious parking, concrete sidewalk, and landscaping with irrigation.

On September 24, 2014, the following contractors submitted bids for Phase 2B:

CONTRACTORSTotal BidJ.R. Wilson Construction\$265,834Cleland Site Prep\$379,655

J. R. Wilson Construction Company was the certified lowest responsible/responsive bidder and is in compliance with the County's SMB Participation Ordinance. An analysis of their bid prices revealed no apparent cause for rejecting their bid. Staff is requesting a contingency of 10% (\$26,583) be added to the total project budget. The total project budget is \$292,417 for Phase 2B.

<u>FUNDING</u>: Unrestricted Rural and Critical Land Preservation Fund, Account #45000011-54411 Crystal Lake Park with a Phase 2B project balance of \$295,528.

FOR ACTION: Natural Resources Committee meeting on October 9, 2014.

<u>RECOMMENDATION</u>: The Natural Resources Committee approve and recommend to the County Council an award of a contract to the J.R. Wilson Construction Company in the amount of \$265,834 for the construction of the Crystal Lake Preserve Park Phase 2B improvements with the funding source listed above. Additionally, recommend approval of a 10% project contingency and a total project budget of \$292,417.

CC: Gary Kubic, County Administrator

Josh Gruber, Deputy County Administrator

Alicia Holland, Chief Financial Officer

Tony Criscitiello, Planning Director Rob McFee, Director of Engineering and Infrastructure

Monica Spells, Compliance Officer

Att: Bid Certification, SMBE Documents, 4/9/2012 County Council Minutes, Master Plan Map

RELIMINARY BID TABULATION

RCHASING DEPARTMENT



Project Name:	Crystal Lake	
Project Number:	IFB # 090814	
Project Budget:		
Bid Opening Date:	Sept. 24, 2014	
Time:	3.00 PM	
Location:	Building #2 102 Industrial Village Rd, Beaufort, SC	
Bld Administrator:	Dave Thomas, Beaufort County Purchasing Director	
Bld Recorder:	David Coleman, Beaufort County CIP Manager	

a following bids were received for the above referenced project

DDER	BID FORM	BOND	ALL ADDENDA	SCH OF VALUES	SUB	SMBE DOCS	BID GRAND TOTAL	
ane Contracting								
R. Wilson Construction							\$265,834.50	
OCO Construction								
Quinn Marine								
eland Site Prep							\$379,655.83	
allerson Construction								
na - Juan III - Juan I								
								_
7.11 (F-8-8) (F-8-8)								

sufort County posts PRELIMINARY bid tabulation information within 2 business days of the advertised bid opening. Information on the PRELIMINARY bid tabulation information on the present of any information on the PRELIMINARY tabulation. The bid results indicated here do not necessarily represent the final compliance review by Beaufort County and are subject to change. After the review, final award will be made by Beaufort County Council and a certified bid teb will be posted online.

apple

Administrator Signature

Bid Recorder Signature

Bid Certification Signature

Small and Minority Business Bid Compliance Review of Good Faith Efforts (1 of 2) Crystal Lake Park Phase 2B- IFB #090814

	Prime Bidder/Proposer	Cleland	JRW
1	Included Good Faith Efforts Checklist Form	1	1
2	Requested Beaufort County SMBE Vendor List	1	1
3	Included Copy of Written Notice to SMBE	1	1
4	Provided Proof of Sending Written Notice to SMBE	1	1
5	Sent Bid Notice to SMBE 10 Days in Advance	1	1
6	Included Copy of Written Notice to Good Faith Agencies	1	1
7	Provided Proof of Sending Written Notice to Good Faith Agencies	1	1
8	Signed Non-Discrimination Statement Form (Exhibit 1)	1	1
9	Included Outreach Documentation Log (Exhibit 2)	1	1
10	Included Proposed Utilization Plan (Exhibit 3)	1	1
	Total	10	10

Cleland Site Prep, Inc. (Bluffton, SC)
J.R. Wilson Construction Co., Inc. (Varnville, SC)

Total of 10 Possible Points

Scoring:

0 = No

1 = Yes



Small and Minority Business Bid Compliance Review of Good Faith Efforts (2 of 2) Crystal Lake Park Phase 2B- IFB #090814

Prime Bidder/Proposer	Proposed Local SMBE Firm Name	Type	Location	Scope	Proposed Amount
Cleland Site Prep, Inc.	Tobin Construction	MBE	Hilton Head Island, SC	Erosion Control	\$2,848
Bluffton, SC					
J.R. Wilson Construction Co., Inc.	The Greenery	SBE	Hilton Head Island, SC	Landscaping	\$30,099
Varnville, SC	K Company	SBE	Bluffton, SC	Concrete	\$26,527
ACTIVITATION TO THE PROPERTY OF THE PROPERTY O	Lane Construction Corporation	SBE	Beaufort, SC	Asphalt Paving	\$21,200

MBE = Minority Business Enterprise SBE = Small Business Enterprise WBE = Woman Business Enterprise



Minutes – Beaufort County Council April 9, 2012 Page 9

APPROVAL OF PROPOSAL FOR DEVELOPMENT AND USE OF CRYSTAL LAKE PROPERTY AS A COMMUNITY PARK BY FRIENDS OF CRYSTAL LAKE COMMITTEE

This item comes before Council under the Consent Agenda. It was discussed at the April 2, 2012 Natural Resources Committee meeting.

It was moved by Mr. Glaze, seconded by Mr. Stewart, that Council approve the proposal for the development and use of the Crystal Lake property as a community park. The vote was: YEAS – Mr. Baer, Mr. Dawson, Mr. Flewelling, Mr. Glaze, Mr. McBride, Mr. Newton, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Ms. Von Harten. ABSENT – Mr. Caporale. The motion passed.

AN ORDINANCE AUTHORIZING THE PLEASANT FARM SPECIAL TAX DISTRICT TO BORROW FUNDS FROM A QUALIFIED LENDING INSTITUTION IN AN AMOUNT NOT TO EXCEED \$60,000 FOR PURPOSES OF PROVIDING INFRASTRUCTURE IMPROVEMENTS AS PROVIDED FOR IN ORDINANCE NO. 2006/4

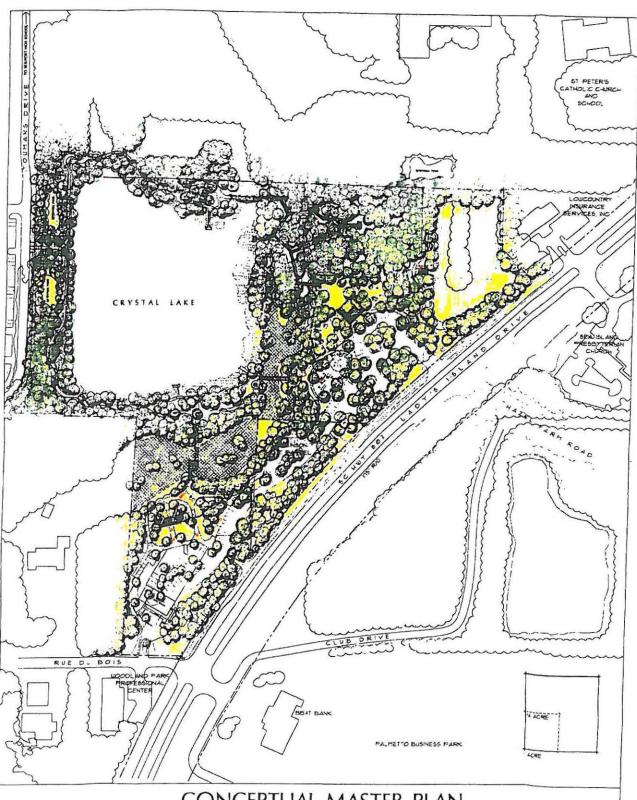
Mr. Baer will vote against this issue, because the County should not be in this business.

Mr. Rodman said this item came out of Finance Committee. Essentially, the County would be putting forward a guarantee to a bank that these funds would be paid, but, these are funds that are collected on the tax bill. There is actually no risk for us in doing that. Therefore, Mr. Rodman does think it harms the County is any way to go forward with this.

Mr. Flewelling pointed out that the funds will be used for projects which would normally be the responsibility of County government. It is admirable that the citizens of Pleasant Farm subdivision are attempting to pay for these improvements out of their pockets.

It was moved by Mr. Glaze, seconded by Mr. Stewart, that Council approve on second reading and an ordinance authorizing the Pleasant Farm Special Tax District to borrow funds from a qualified lending institution in an amount not to exceed \$60,000 for purposes of providing infrastructure improvements as provided for in Ordinance No. 2006/4. The vote was: YEAS-Mr. Dawson, Mr. Flewelling, Mr. Glaze, Mr. McBride, Mr. Newton, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Ms. Von Harten. OPPOSED - Mr. Baer. ABSENT - Mr. Caporale. The motion passed.

FUTURE LAND USE MAP AMENDMENT OF SOUTHERN BEAUFORT COUNTY PROPERTIES R600 021 0002 0000, R600 021 000 0075 0000, R603 021 000 004A 0000, R603 021 000 004A 0000, R603 021 000 006A 0000, R603 021 000 007B 0000, R603 021 000 0194 0000, AND R603 021 000 0195 0000 (7 PARCELS TOTALING 142+/- ACRES OFF HIGHWAY 278/FORDING ISLAND ROAD AND GRAVES ROAD KNOWN AS PEPPER HALL); FROM RURAL AND COMMUNITY COMMERCIAL TO REGIONAL COMMERCIAL AND NEIGHBORHOOD MIXED USE



CONCEPTUAL MASTER PLAN

CRYSTAL LAKE PRESERVE PARK

BEAUFORT COUNTY, SOUTH CAROLINA BEAUFORT COUNTY PARKS AND LEISURE SERVICES





SITE DEVELOPMENT PLAN

CRYSTAL LAKE PARK - INTREPRETIVE CENTER PHASE 2B LADY'S ISLAND DRIVE & RUE DU BOIS INTERSECTION LADY'S ISLAND

BEAUFORT COUNTY, SOUTH CAROLINA



N.P.D.E.S DISTURBED AREA = 1.3 Acres

3 DAYS BEFORE DIGGING IN SOUTH CAROLINA CALL 1-888-721-7877
PALMETTO UTILITY PROTECTION SERVICE

APPROXIMATE LOCATION OF SITE LONGITUDE: 80'-39'-27'

DEVELOPER NAME:

BEAUFORT COUNTY
MR. TONY CRECTIFELLO
100 RISAUT ROAD
SEAUFORT S.C. 29902
843-255-2140

PROJECT DATA INFORMATION: CRYSTAL LAKE PARK - INTERPRETIVE CENTER PHASE 28 DISTRICT # R201 NAP # 018 PARCEL # 038A, 038A, 018A, 208, 045A, 5 0271 PROJECTIONING CP / VC/PO FEMA FLOOD TONE AP

PHONE # B.J.W.S.A. 843 987 9250 D.H.E.C. 843.522.3345 D.C.R.M. 843.744 5898 S.C.D.O.T 843.524 7255 S.C.E.&G. 843.528 7712 PAL ELEC. 843.208.5512

APPROVED FOR CONSTRUCTION

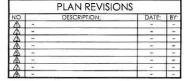




SHEET #	DESCRIPTION
	TITLE
NOTE	LEGEND & NOTES
3	EXISTING SITE AND DEMOUTION PLAN
2	DRAINAGE, GRADING, AND SEDIMENT AND ERDSION CONTRO
3	SEDIMENT AND EROSION CONTROL DETAILS
4	HORIZONTAL CONTROL AND TREE PROTECTION PLAN
5	SANITARY SEWER PLAN & PROFILE
6	SITE DETAILS 1
7	SHTE DETAILS H
LI	LANDSCAPE PLAN
LZ.	PLANTING DETAILS AND SCHEDULE
U-1	LIGHTING PLAN
CON	CONDUIT PLAN
1 of 1	PHASING PLAN

D PLAN REVIEW 11 / 05 / 2013 D PERMIT DRAWNGS 07 / 01 / 2014 CONSTRUCTION DRAWINGS ME BID SET 08 / 04 / 2014

D RECORD DRAWINGS __/_ /_



BID SET: 08/04/14



BOTTOM OF BANK BUILDING CORNER BOTTOM OF DITCH MONCH TOWN BENCHMARK BOTTOM FACE OF CURE BACK OF CURR BADISIDHT (PONTE) BACK OF SOUNAL BOTTOM OF WALL CATCH BASK CONNER OF CONCRETE CORNER OF DECK CORNER OF GRAVEL CONTERLINE OF BIKE PATH CLCP. CENTERLINE CART PATH on. CENTER NO. OF OUTOR CLINT CENTERLINE OF INTERSECTION CENTERLINE OF PAVEMENT Q.R CENTERLINE OF ROAD O.SW CONCRETE MONUMENT FOUN CORRUGATED METAL PIPE co CLEM OUT CALCULATED POINT CONTROL PANEL CORRUGATED PLASTIC PIPE S.C. COASTAL DRITICAL LINE CTV CABLE TELEVISION BOX FDOF OF ASPHALT DECEME BOX EDGE OF BIKE PATH EDGE OF CONCRETE ELECTRIC CONDUIT IDOX OF DECK EDA CODE OF DIRT HOAD mor or blave. EDGE OF WARSH DECINO METER EDGE OF CART PATH ESTUB ELECTRIC STUB-OU FDOF OF SIDEWALK EDGE OF WATER FENCE CORNER PINISHED FLOOR ELEVATION HIRE HYDRANT FENCE LINE FLAG POLE FORESONT GRATE INLET GROUND LIGHT 951 GT GAS TANK OUTTOR LINE CV. GAS VALVE CUY WAS HANDICAP PARKING STRIPE HOSE BIB HAR & TACK (POINTS IRRIGATION METER HON PIN CALCULATED/CORNER) MON PIN FOUND IFON PW SET IRRIGATION VALVE

LANDSCAPE ISLAND LIGHT POLE/LAMP POST

WAL BOX

TON SOLNOR

HORNAL WATER LEVEL

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18.00

GENERAL NOTES

NO SITE WORK SHALL BEGIN ON A REQULATED SITE UNTIL THE DOWN LAND DISTURBANCE PLACARIO IS POSITED ON SITE, ALL THEE PROTECTION IS IN PLACE AND ALL REQUIRED SILT DIENCE HAS BEEN INSTALLED.

2. A HORIZONTAL & VERTICAL CONTROL MONIMENT HAS BEEN DESIGNATED BY THE ENGINEER. THE YERRICAL DATUM IS NOVO-29, AND THE HORIZONTAL DATUM IS NAD BY. 3. ALL PAYEMENT DIMENSIONS (i.e., ROAD WOTHS, PARKING LOTS, LANDSCAPE ISLANDS, etc.)
ARE GIVEN TO THE EDGE OF PAYEMENT OF BACK OF CURB, AS SITE DETAILES.

4. ALL BUILDING TIES ARE PERPENDICULAR TO THE PROPERTY LINES. 5. CONTRACTOR TO SENTIFY AND LOCATE ALL UNDEPORTUNG LITLITIES PRIOR TO STARTING CONSTRUCTION.

8. CONTRACTOR RESPONSIBLE FOR TRAFFIC CONTROL AND SAFETY DURING CONSTRUCTION. 7 CONTRACTOR RESPONSIBLE FOR SECURING SITE DURING NON-INDICENT HOURS TO ENSURE TRAFFIC AND PEDESTREAN SAFETY

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10. ALL DEDICATED FIRE LINES FROM PIV TO BUILDING AND FDC'S TO BE DESICHED & INSTALLED BY FIRE SPRINGER DESICNER/FIRE SPRINGER CONTRACTOR.

11. CONTRACTOR IS MADE AWARE THAT OSHA REQUIRES A PROJECTIVE SYSTEM DESIGNED BY A REGISTERED PROFESSIONAL ENGINEER FOR EXCAVATIONS DEEDER THAN 20 FT. 12. CONTRACTOR MUST TAKE NECESSARY ACTION TO MINIMIZE THE TRACKING OF MUS ONTO EXISTING ROADWAYS FROM CONSTRUCTION AREAS.

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UTILITY NOTES

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A. TELEPHONE
B. FIBER OPTICS
C. CABLE TELEVISION
D. POTABLE WATER
E. SANTARY SEWER

F GAS PIPELINE / (NOTE: ALL UTILITIES ENCOUNTERED TO BE PROTECTED DURING CONSTRUCTION)

3. ADDITIONAL COST ASSOCIATED WITH THE LOCATING, RELOCATING (DUE TO CONFUCES), OF DELAYS AS A RESULT OF OTHER UNDERGROUND UTESTEES ENCOUNTERED WILL BE THE RESPONSIBILITY OF THE OWNER.

4. THOSE COSTS BEING ADDITIONAL PIPING, BORES, ASPMALT OUT & PATCH.
CLEARING & CRUSSING, STABILIZATION & CRASSING, OR OTHER SPECIAL
CONSTRUCTION TED-MODES TO BE CHARGED AT THE UNIT BID PRICE OR A
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PLAN F

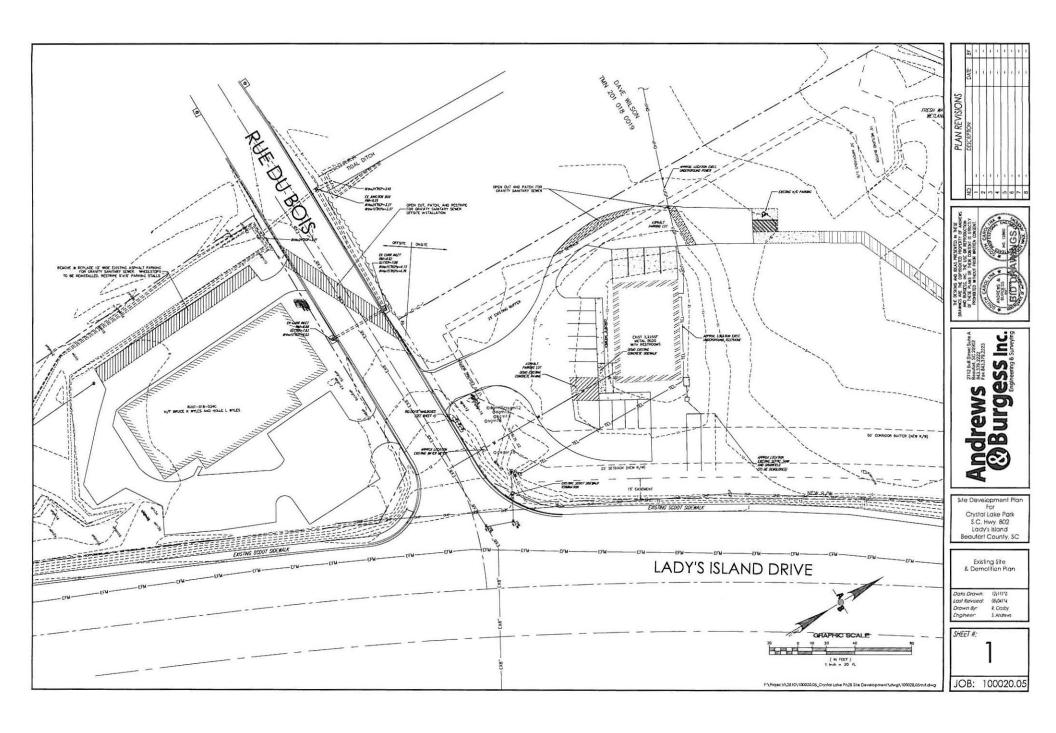
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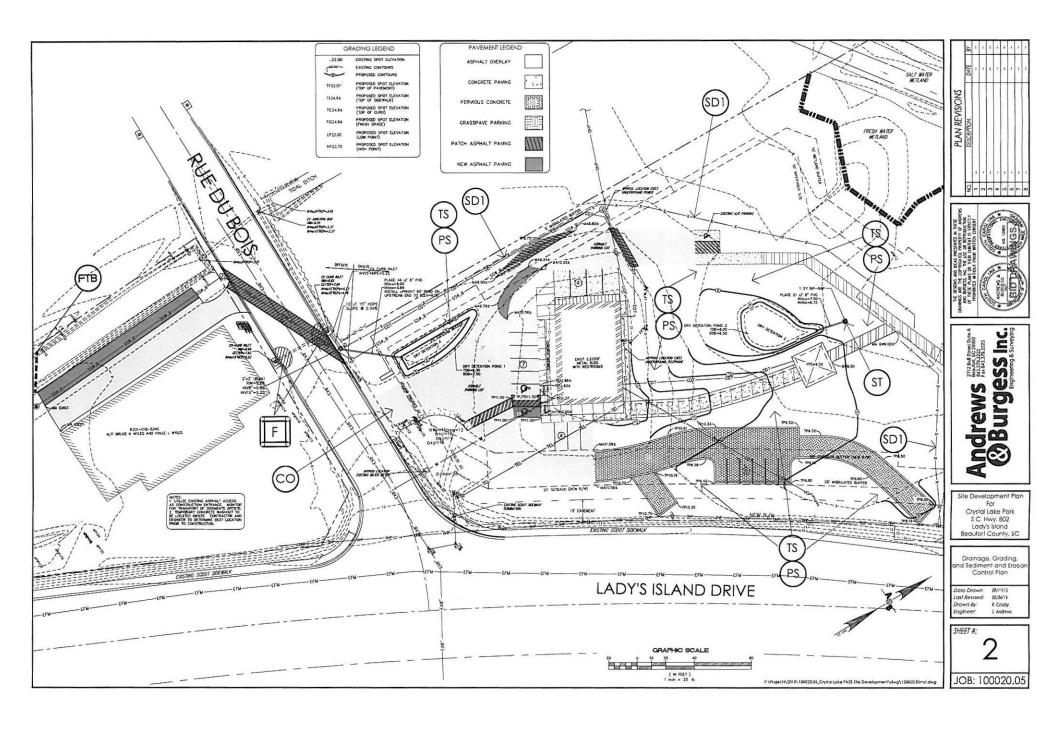
Crystal Lake Park S.C. Hwv. 802 Lady's Island Beaufort County, SC

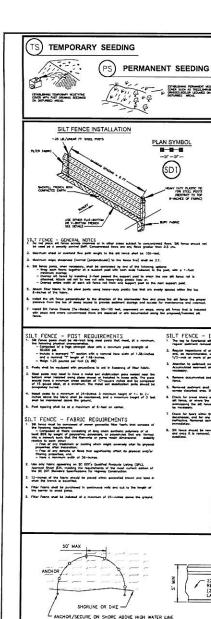
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Date Drawn 12/11/16 Drawn 8v R. Crospy Engineer

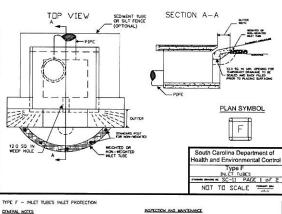












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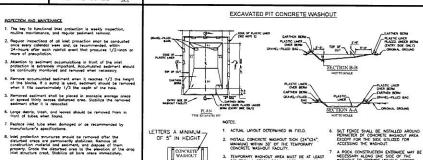
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THE KEY TO FUNCTIONAL CONCRETE WASHOUTS IS WEEKLY INSPECTIONS, ROUTINE MAINTENANCE, AND REGULAR CLEAN OUT.

EXCAVATED PIT

RC-08 PAGE 1 of 1 NOT TO SCALE

> Sediment and Erasion Control Details

2712 Bull Street Suite Beaufort, SC 29902 843:379:222 Fax 843:379,2223

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Site Development Plan

For

Crystal Lake Park

S.C. Hwy. 802

Lady's Island

Beaufort County, SC

Date Dawn 17/17/10 Last Revised: 08/04/14 R. Crosby Engineer 5 Andrews

SHEET #:

PLAN REVISIONS DESCRIPTION

8-4240000

F:\Projectr\2013\100020.05_Crystal Lake Ph28 Sile Development\dwg\100020.05mst.dwg

TEMPORARY WASHOUT AREA MUST BE AT LEAST 50' FROM A STORM DRAIN, CREEK BANK OR PERIMETER CONTROL. South Carolina Department of CLEAN OUT CONCRETE WASHOUT AREA WHEN Health and Environmental Control CONCRETE WASHOUT CONCRETE WASHOUT SIGN DETAIL.

 To avoid possible flooding, two or three concrete cinder blocks may be praced between the tube and the inlet. South Carolina Department of South Carolina Department of Health and Environmental Control lealth and Environmental Contro SILT FENCE INLET TUBES GENERAL NOTES FLOATING TURBIDITY BARRIER 12" DIAMETER BUOY -

2. Inlets tubes should utilize an outer netting that consists of

3. Do not use strow, strow fiber, strow boles, p-ne needles, or leaf mulch as fill material within injet tubes.

Weighted inlet tubes must be copable of stoying in place without external stabilization measures and may have a weighted inner core or other weighted mechanism to keep them.

Non-weighted inlet tubes require staking or other stabilization methods to keep them safety in place.

GENERAL NOTES CLOSED CELL SOUD PLASTIC FOAM FLOATATION (6" DIA. EQUIV.) (12 LBS. PER FT BUOYANCY) 5/8" POLYPROPYLENE ROPE (600 LBS. BREAKING STRENGTH)THREAD THROUGH #4 BRASS GROMMETS 22 OZ. POLYESTER NYLON REINFORCED PVC FABRIC (300 PSI TEST) WITH LACING GROWMETS ANCHOR/SECURE ON SHORE AROVE HIGH WATER LINE

(SDI)

FOR STEEL POSTS (RESTREET TO TOP

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SILT FENCE - INSPECTION & MAINTENANCE

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4. Remove occumulated sediment when It recover 1/3 the height of the six ferce.

V-SHAPED TRENCH DETAIL

South Carolina Department of

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SILT FENCE

- SC-03 Page 1 of 2 NOT TO SCALE

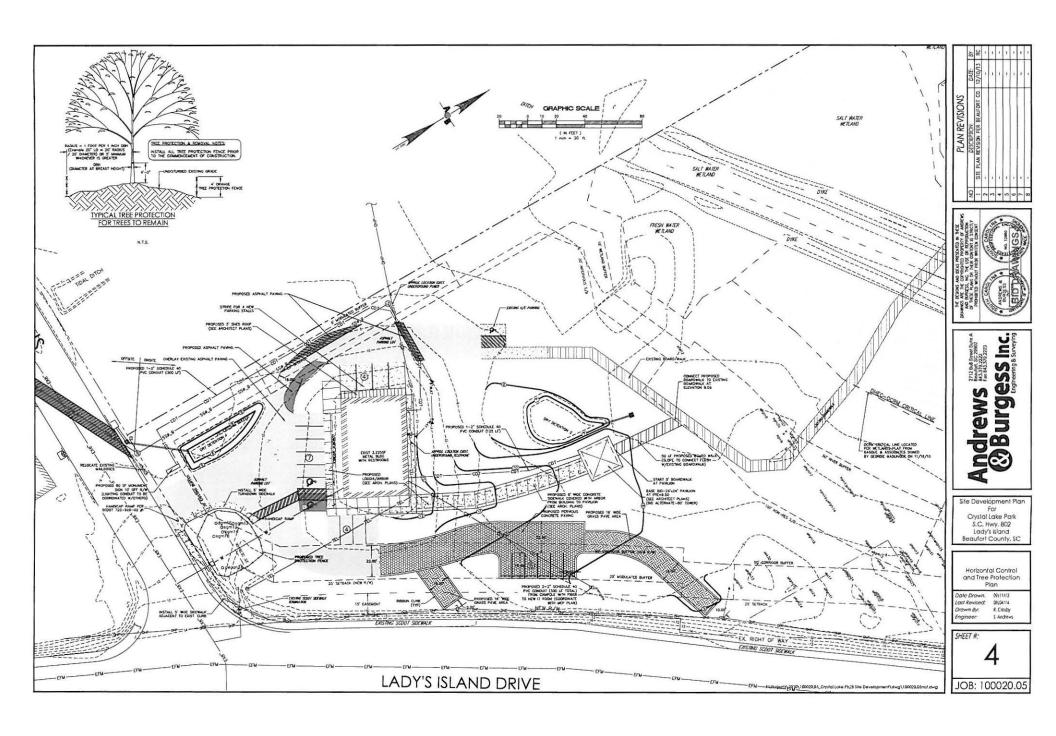
> WATER LINE 5/8" POLYPROPYLENE ROPE

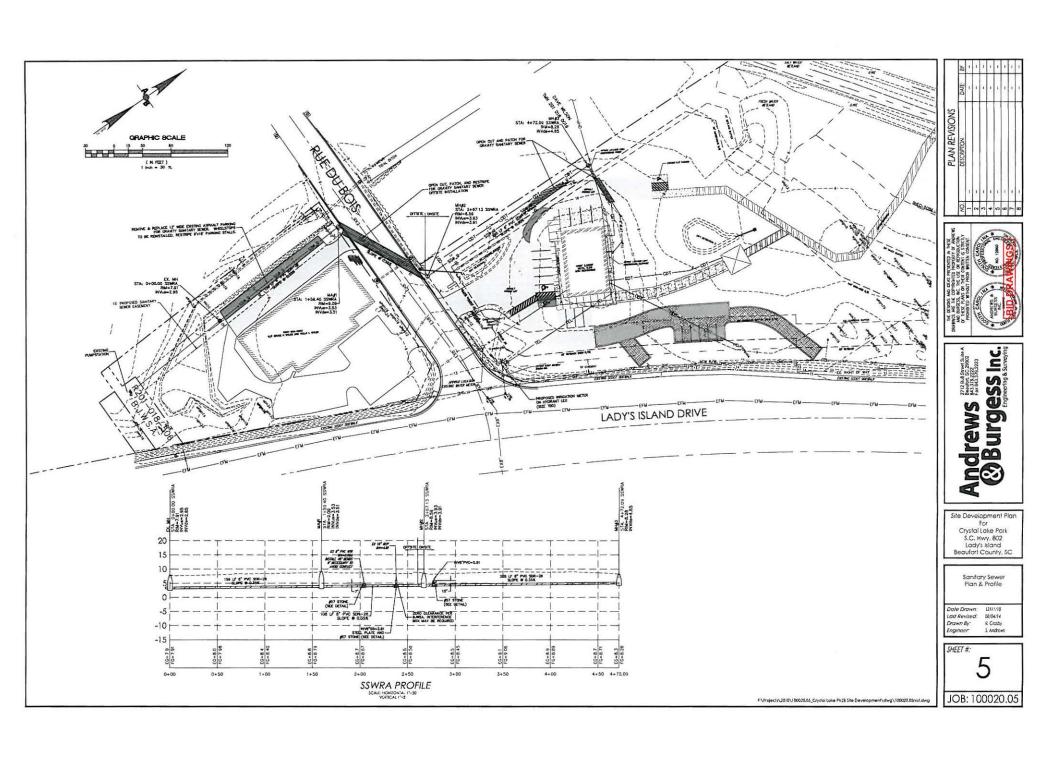
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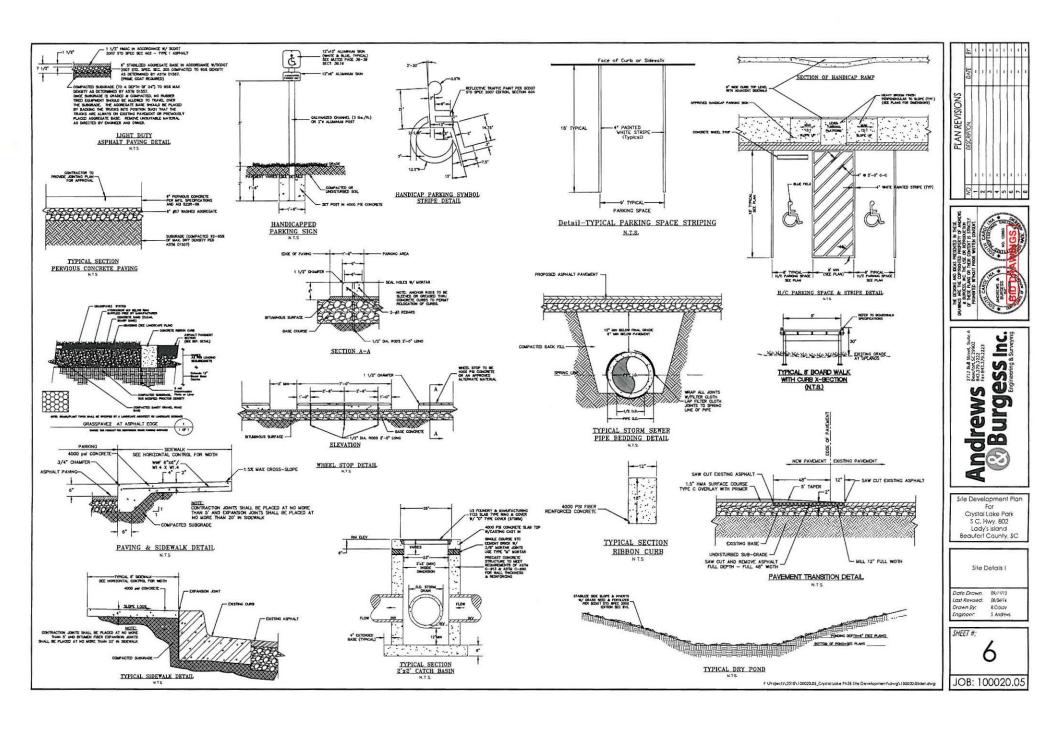
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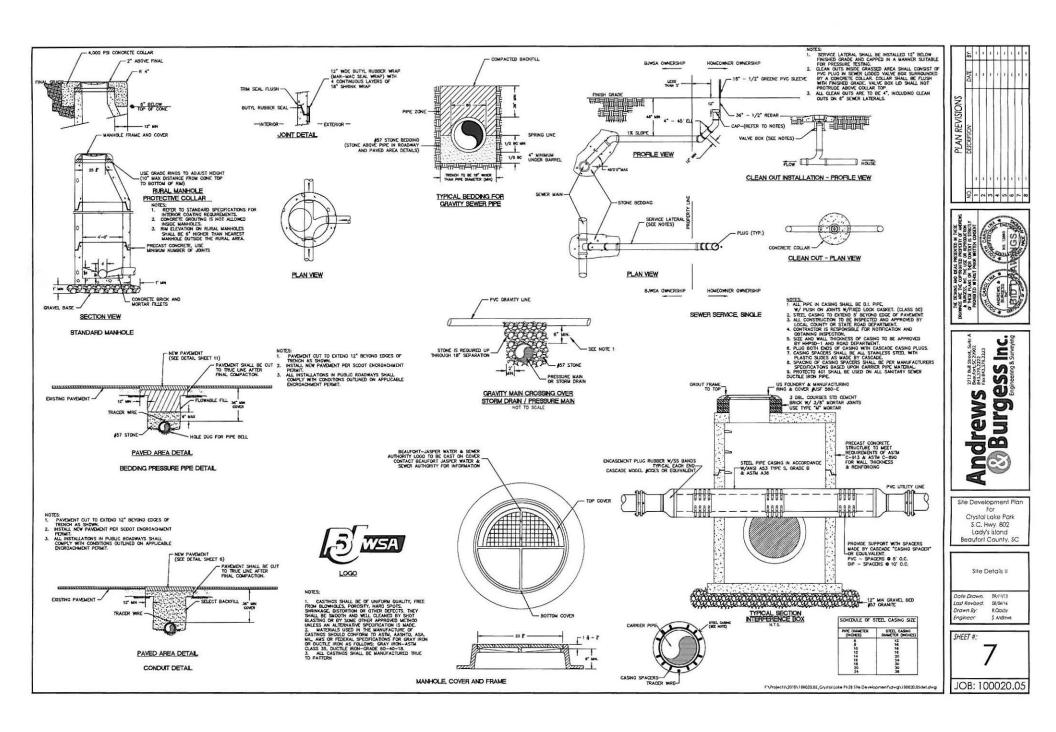
TYPE 2 FLOATING TURBIDITY BARRIER

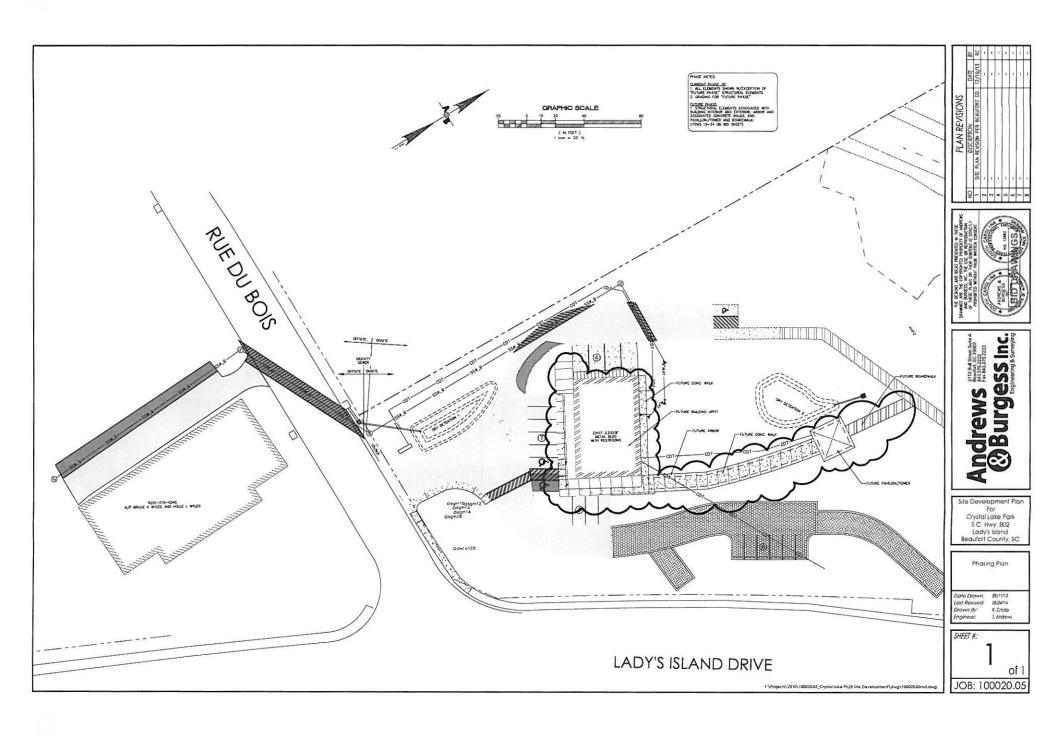
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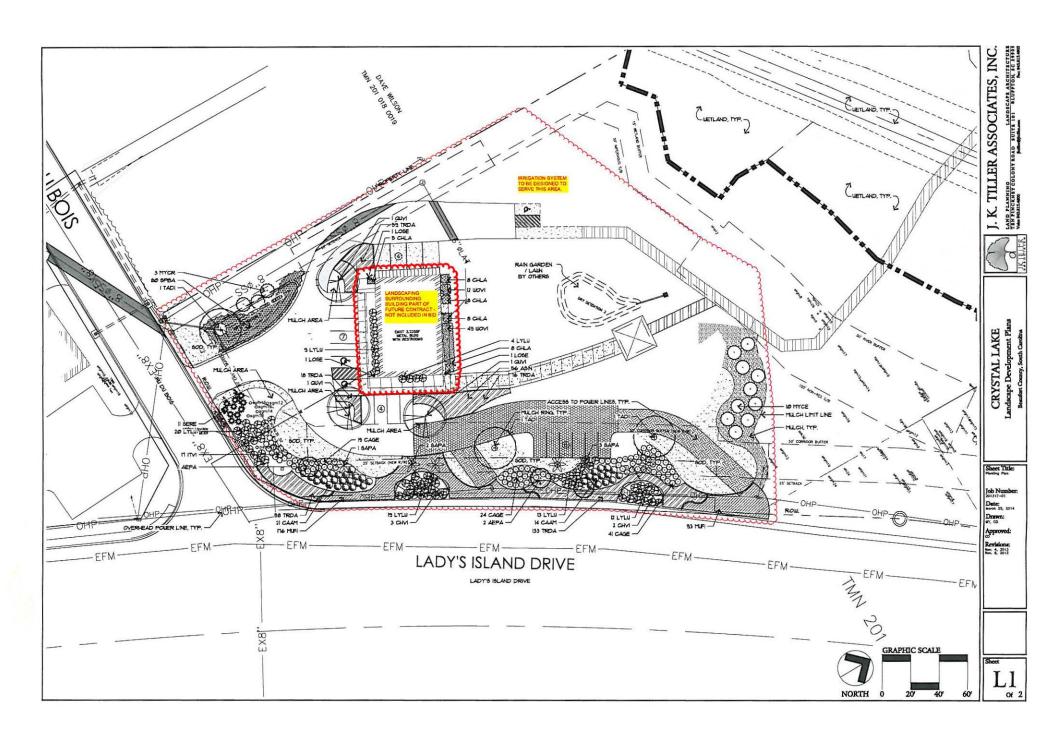




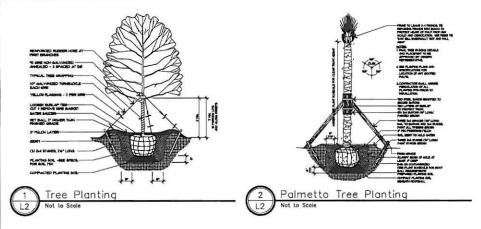


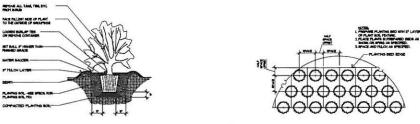




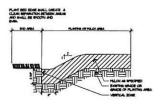








4	Ground	Covers,	Annuals	&	Perennials
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Plant Bed Edge Detail

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PLANTING NOTES:

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- 1. ROOT TYPES HAY BE FREELY SUBSTITUTED IN CASE OF BALLED AND BURLAPPED OR CONTAINER GROUN, ALL OTHER SPECIFICATIONS TO REMAIN UNCHANGED.
- * CONTRACTOR TO VERFY THAT ALL PLANT HATERIAL IS AVAILABLE AS SPECIFIED WHEN PROPOSAL IS SUBHITTED.
- S . SEE TREE, SHRUB, AND GROUND COVER PLANTING DETAILS AND SPECIAL PROVISIONS FOR PLANTING SPECIFICATIONS.
- A CONTRACTOR SHALL TEST SOIL, PH AND CONDITIONS FOR ALL SOD AREAS TO INSIRE THAT PROPER SOIL REQUIREMENTS ARE MET FOR THE SODDED LAWN SOIL SHALL BE AMENDED BY CONTRACTOR AS INDICATED BY SOIL TEST AND SPECIFICATIONS TO ACHIEVE PROPER SOIL CONDITIONS.
- CONTRACTOR SHALL STACE OUT ALL SHRUB BED LINES, TREE LOCATIONS, AND SHRUB GROUPINGS FOR APPROVAL BY LANDSCAPE ARCHITECT BEFORE BEGINNING PLANTING OPERATIONS, FILANTING OCCURS BITHOUT APPROVAL, RELOCATION OF PLANTINGS REQUESTED BY THE LANDSCAPE ARCHITECT SHALL BE DONE AT THE CONTRACTOR'S EXPENSE.
- 1 ALL SHRUB BEDS TO RECEIVE 3" DEEP LONGLEAF PINESTRAIL MULCH.
- A CONTRACTOR TO MAINTAIN THE PLANTINGS AND CONTROL WEEDS IN MULCH AREAS THROUGH THE DURATION OF CONSTRUCTION UNTIL FINAL ACCEPTANCE.
- 1. ALL PLANT BED AND 800 AREAS TO RECEIVE 100% IRRIGATION COVERAGE EXCEPT WHERE NOTED ON THE PLAN.
- M. IN THE PLANT SCHEDILE, PLANTS NOTED AS "SPECIFIEN", SHALL BE SELECTED BY THE LANDSCAPE ARCHITECT AT THE NURSERY OR PHOTOS OF THE PLANTING STOCK SHALL BE SUBMITTED TO THE LANDSCAPE ARCHITECT FOR APPROVAL.
- L HERBICIDE SHALL BE AFFLIED TO PLANTING AREAS PRIOR TO LANDSCAPE INSTALLATION
- 1. PLANT BED SHALL BE TESTED FOR PH AND AMENDED PRIOR TO INSTALLATION.
- IL PLANT SIZES AND SPECIES MAY VARY DIE TO AVAILABILITY. CHANGES TO PLANT SIZES AND SPECIES MUST BE APPROVED BY THE LANDSCAPE ARCHITECT, SUBSTITUTED PLANT SPECIES SHALL HAVE SIMILAR CHARACTER AS ORIGINAL PLANT.

ADD-ONS

The document(s) herein were provided to Council for information and/or discussion after release of the official agenda and backup items.

Topic: Development Agreement Osprey Point

Date Submitted: October 9, 2014

Submitted By: Jonathan Mullen

Venue: Natural Resources Committee

October 8, 2014 Draft

STATE OF SOUTH CAROLINA
) FIRST AMENDMENT TO
OSPREY POINT DEVELOPMENT
COUNTY OF BEAUFORT
) AGREEMENT AND PUD ZONING

This First Amendment To Osprey Point Development Agreement and PUD Zoning is made and entered this ______ day of ______, 2014, by and between LCP III, LLC (Owner), and the governmental authority of Beaufort County, South Carolina ("County").

WHEREAS, a Development Agreement, with accompanying PUD Zoning, was made and entered between Owner and County for Osprey Point, as recorded in Book 2888 at page 169, et. seq., on September 3, 2009, following passage by Beaufort County Council and due execution by the parties; and,

WHEREAS, Osprey Point is a portion of a larger, coordinated development area, known as Okatie Village, which also included the Okatie Marsh PUD and the River Oaks PUD, with their respective Development Agreements, which were negotiated, adopted and recorded simultaneously with Osprey Point; and,

WHEREAS, no development activity or sales activity has taken place within the overall Okatie Village properties, including Osprey Point, during the approximately five years since the original approvals of these developments; and,

WHEREAS, a related entity, Malind Bluff Development, LLC, has taken a small interest in the Osprey Point property for development financing purposes, and is therefore joining into this First Amendment to evidence its agreement with and consent hereto (see the attached Exhibit H Joinder); and,

Jonathan Mullen

October 9, 2014

WHEREAS, the original Development Agreements for Okatie Village, including Osprey Point, will expire and terminate in September of 2014; and,

WHEREAS, significant changes have taken place in real estate market conditions and within the Okatie Village development area since the original approvals for Osprey Point, making it practically and economically unfeasible to develop Osprey Point under the exact terms of the original Osprey Point Development Agreement and PUD; and,

WHEREAS, the Owner and County have agreed to Amend the Osprey Point Development Agreement and PUD in order to adjust the terms thereof to reflect current conditions, as provided below, while at the same time significantly reducing the density of Osprey Point and preserving the important protections to the environment and many other important features of the original Development Agreement, as also provided below;

NOW THEREFORE, in consideration of the terms and conditions hereof, the Owner and County hereby agree as follows:

I. INCORPORATION.

The above recitals are hereby incorporated herein by reference.

II. STATEMENT OF DEVELOPMENT BACKGROUND AND CHANGES TO MARKET CONDITIONS AND OTHER CIRCUMSTANCES.

Planning and negotiations toward ultimate approval of the three Okatie Village Tracts, including Osprey Point, occurred in 2006 - 2008, at a time that development was exploding in Beaufort County, and the pace of that development activity was expected to continue and

accelerate as the baby boom generation was beginning to reach retirement age. Prices for homes and for commercial properties were escalating and that trend was expected to continue.

All of these trends ended before development of any of the Okatie Village communities could begin. Sales prices plummeted and a financial crisis prevented developers from acquiring needed development loans, and prevented potential buyers from obtaining home loans, even at reduced prices. Okatie Village properties were particularly hard hit, since their Development Agreements imposed fees and burdens beyond any other development properties in Beaufort County.

The Okatie Marsh PUD failed completely before any development took place. Beaufort County acquired the entire property, which has been added to the County's Open Space land holdings. River Oaks has likewise been struggling and its ultimate fate is being determined. Osprey Point, the central property of the three Okatie Village tracts, now has real potential to move forward in an economically conscientious way, under the name Malind Bluff. Several changes to the original plan have been necessitated by these changing market conditions, and are set forth below. Some of the changes are significant, while others are relatively minor. The justifications for each of these changes are set forth as the changes themselves are discussed.

III. <u>DEVELOPMENT PLAN CHANGES</u>.

A revised Master Plan and revised Trail and Open Space Plan are attached hereto as Exhibits B and C respectively (Exhibit A hereto is a restatement of the property description of Osprey Point, which is unchanged). Both the Development Agreement and PUD Zoning are

hereby amended to reflect all changes which are shown and depicted on the revised Exhibits B and C, both regarding the specific changes that are referenced below and any other changes that are necessary, by implication, to effectuate these Development Plan and Master Plan changes. The following changes are specifically listed and approved:

A. Commercial and Residential Density Reduction. The allowed commercial and residential densities for Osprey Point are set forth in Section IV(C) and IV(D) of the Development Agreement, and referenced in the attached PUD approval text and drawings. These allowed densities are hereby reduced for residential density. The allowed density for commercial development remains 207,000 square feet. The new allowed residential density is now 396 total residential units, rather than the original 527 residential units. The original Development Agreement and PUD allowed the Owner/Developer the freedom to determine the mix of single family detached, attached and multifamily units, depending upon market conditions. This flexibility remains effective, but it is specifically noted that the current intent is to develop all or most of the residential units as single family detached units, with final lot configuration and sizes to be at the discretion of Owner/Developer.

Not withstanding this general design flexibility, Owner hereby commits to a scheme of density and use allocation as set forth on the attached Exhibit I, Amended Osprey Point Transect Zones. The terms of Exhibit I are hereby incorporated into this First Amendment and made binding upon the Property. Basically, the approximately 8.5 acre portion of the Property nearest to the marsh will be utilized for open space, park, and community recreational purposes only, with no residential construction allowed (current cottage/lodge site excepted). The private

residential zone closest to the Park/Community area will have the lowest maximum density, to minimize potential impacts upon the tidal wetlands. The adjoining private residential zone, extending to the Connector Road, will allow increased residential density with an allowance of townhouse and multifamily units, so that this higher density area will be most accessible to the adjacent Commercial Area. The Commercial Area will continue to have the same standards, allowed uses and densities as set forth in the original PUD and Development Agreement. The commitment to a Village scale commercial design, as provided under the Original PUD and Design Guidelines, remains unchanged.

Pathway (Including Trails) Standards. The current development planning for the Osprey Point development envisions an age restricted community, within the meaning and under the terms of federal law, to be located within the residential area depicted on the Exhibit B Amended Master Plan. A residential developer is currently in place to develop the age restricted community and it is hereby specifically provided that such an age restricted community is allowed. The residential area is planned to be single family detached, although other residential building types are allowed. Only age restricted residential development will be allowed within the private residential, restricted access area of the Master Plan. No non-age restricted residential development may be undertaken within this private area unless specifically approved in the future by Beaufort County as a major Amendment hereto.

A successful age restricted community requires private roads and the ability to restrict access. This essential fact was recognized by the County in the adjacent River Oaks Development

Agreement, where private roads and restricted access were allowed, specifically because of the "senior village nature of the development". For the same reason, pathways and trails within the age restricted area may also be private and restricted. It is specifically noted, however, that the frontage Connector Road as well as roads within the commercial area, shall remain open to the public as originally provided, and provide a means of interconnectivity to adjacent parcels. It is also noted, that a public access easement to serve as an access to River Oaks PUD is provided along the southern boundary of the Osprey Point Amended Master Plan, to preserve access for River Oaks to the commercial area, the Connector Road, and to Highway 170. This access easement area shall be granted by Owner to the River Oaks property and to Beaufort County, as grantees, and the grant of this access easement shall take place within 120 days of execution and recording hereof. Beaufort County shall have no obligation to constuct or maintain such roadway, and no obligation to accept title or responsibility for such roadway. Under the original Development Agreement, Section IV(F), the Connector Road was to be constructed as part of the first phase of Osprey Point development, to provide access across Osprey Point for the expected development of Okatie Marsh. Now that Okatie Marsh has been purchased by the County for Open Space, the Connector Road shall be developed at the time of development of Phase I development; provided, however, that Owner may satisfy this requirement by posting a bond for this road construction at 125% of its estimated cost with Beaufort County, when Phase I development commences, with the commitment to construct the road at the time that fifty percent of the allowed residential density has been permitted for vertical construction. An easement shall be granted to Beaufort County and the River Oaks owner to allow said access, within 120 days of execution and recording hereof. Beaufort County shall have no obligation to the construction or maintain such roadway. Section VIII(A) of the original Development Agreement is hereby amended to allow such private roads and restricted access within the residential area, and also within open space areas associated with the residential area. As stated above, the planned pathways and trails within the residential area of Osprey Point may likewise be restricted, and the pathway and trail system is amended to provide for the system shown on Exhibit C hereto. Internal interconnectivity, to allow residents of Osprey Point (now to be known as Malind Bluff) to have access to the commercial area, waterfront area, and adjacent properties is retained, and shall be as depicted on Exhibit C for both pathway/trails and roadways. All provisions of the original Development Agreement and PUD to the contrary are hereby amended to conform herewith.

Public Park Area/Access. The original Development Agreement and PUD provided for an approximately 13 acre waterfront park area, for the enjoyment of residents within Osprey Point and the adjacent Okatie Marsh developments, with limited access rights for the public. Changes in circumstance and market conditions have now made this plan unnecessary and unworkable. The entire Okatie Marsh development, which includes waterfront property, is now owned by the County as public land. The total Okatie Village residents expected to share in the use of this area within Osprey Point has been reduced by more than 50% (due to the elimination of all Okatie Marsh density, and the substantial reduction of Osprey Point density under this Amendment).

In the light of these changed conditions, and due to the preference for privacy and safety associated with elderly and mature adult (age restricted) development, the waterfront acreage for

open space/park use within Osprey Point is hereby reduced from 13 acres under Section IV(I) of the Development Agreement, to approximately 8.5 acres, as depicted on the attached Exhibit B Master Plan. Public access is no longer required. Environmental standards to protect the adjacent waterway and wetlands are retained in full force and effect. The associated covenants/easements, as required under Section IV(I) of the Development Agreement are likewise no longer required. Section IV(I) of the Development Agreement and the relevant PUD provision are hereby amended, together with any other provision of the Development Agreement and PUD necessary to carry out this Amendment. Given the changes outlined above, and the stated justifications therefor, the existing cottage/lodge, now located on the waterfront, is no longer restricted and may be used for any legal residential or Osprey Point community purpose, and it may be utilized in its existing condition, renovated, replaced, or removed.

Design, Construction and Maintenance Contribution to County Park. Owner agrees to design a passive park area upon the adjacent waterfront owned by the County and construct a passive park area of up to 13 acres on the adjacent County waterfront. This passive park design and construction shall include appropriate clearing, installation of improvements as illustrated on a County Park Conceptual Plan to be submitted prior to final reading hereof, and long term landscape maintenance of any cleared area, with all elements to be approved by County Planning Staff, in consultation with other County officials, consistent with the County Park Conceptual Plan to be developed by Owner, with County approval, prior to final reading hereof. Additionally, Owner will provide a pervious surface parking area for the public to include at least six parking spaces, off Pritcher Road, near Highway 170, on County property. A trail shall be

provided from the parking area to the passive park and said trail may utilize Pritcher Road. Such design and construction shall occur at the time of Owner's permitting and construction within the adjacent Osprey Point waterfront open space, which shall occur prior to the sale of any residential home within Osprey Point. The County will participate, as needed, in any required permits and easements for construction, maintenance, and use of this park area.

- **E.** Public Safety Site. The Public Safety Site shall be located within the Commercial/Mixed Use area of the Master Plan. The area to be donated for a Public Safety Site shall be 1/2 acre, sufficient for a Fire/EMS facility, rather than the one acre site originally provided under Section IV(K) of the Development Agreement. Required drainage and open space for the public safety site shall be provided on the adjacent Commercial Area of Owner, so that the 1/2 acre site shall be a buildable area footprint.
- F. Workforce Housing Requirement. Certain provisions for workforce housing are set forth under Section IV(A) of the Development Agreement. While this requirement remains in force, it is specifically noted and agreed that this requirement shall not be interpreted to prevent development of an age restricted community within Osprey Point. Workforce housing shall be provided within areas of the new Master Plan which are not within the age restricted area. As provided under the original Development Agreement, the requirements to provide Workforce/Affordable Housing apply only to multifamily product (10% of total) and to town home units (15% of total) and do not apply to single family home sites. This provision continues, so that the total of such units to be provided depends upon final product mix within Osprey Point. Notwithstanding the above, Owner agrees that a minimum of 15 residential units will be developed

and offered at sales prices which qualify under the low income or moderate income affordability standards as set forth in the Workforce/Affordable Housing Agreement. Such units shall be developed in the Commercial/Mixed Use Area, provided, however, that Owner shall have the option of paying into a fund established by Beaufort County for affordable housing, in lieu of constructing such housing within Osprey Point, under the same terms and fee structure adopted by Beaufort County for such purposes generally. At the time that fifty percent (50%) of the residential density has been constructed, Owner must elect to make payments in lieu of constructing affordable housing, or commence to construct the required affordable housing, if such has not been sooner accomplished. All required affordable housing must be completed, during the term hereof.

- G. <u>Impact/Development Fee Issues</u>. No terms of the original Development Agreement regarding fees due under Sections IV(G) and IV(H) are changed by this First Amendment.
- H. <u>Design Guidelines/Residential Design.</u> The Design Guidelines set forth in Section IV(M) of the Development Agreement (and Exhibit F thereto) are retained for the public area of Osprey Point. The age restricted, residential area will adopt its own design guidelines and review process, by private covenant, and will therefore not be bound by the original Design Guidelines. This change, for the non-public areas only, will provide the Owner/Developer with the needed flexibility to meet the needs and tastes of the age restricted market as development and sales unfold. Additionally, as is the case in most PUD development, internal residential lot, roadway, and layout design, including setbacks within residential lots, shall be at the discretion of

Owner/Developer, so long as the final design does not violate the general layout depicted on the Exhibit B Amended Master Plan.

Notwithstanding the above stated flexibility in residential structure and lot design, Owner hereby commits to expanded spacing of driveway locations in areas where lot sizes average less than 50 feet in width. To this end, driveway locations will be combined to maximize the distance between driveway entrances on the street, for both aesthetic and safety reasons. An illustration of this design concept is attached to demonstrate this principle. The resulting design shall assure that driveway pairs are separated from other driveway pairs by more than 50 feet, on any roadway section where lot widths average less than 50 feet. It is specifically noted that rear loaded lot access, provided from rear alley ways, is also an acceptable design solution to avoid excessive numbers of driveway locations on streetscapes with average lot width of less than 50 feet in width, and this design solution is also allowed within Osprey Point.

- Agreement Not To Annex. Owner agrees that during the term hereof, and any extension thereof, Owner shall not seek or permit the property to be annexed into Jasper County or the City of Hardeeville. This provision may be enforced by the County by all available legal means, and include all remedies available at law or in equity, including specific performance and injunctive relief.
- J. <u>Development Schedule Amendment.</u> The original Osprey Point Development Agreement included a Development Schedule provision under Section IV thereof and Exhibit D thereto. Subject to the same reservations and conditions provided under the original Development Agreement and Exhibit D, the Development Schedule is hereby amended as set forth

K. Preliminary Drainage Plan, Water Plan and Sanitary Sewer Plans.

Because the essential elements of the PUD remain in the same general areas of the Property as originally contemplated, at reduced densities, the changes to these infrastructure systems are relatively minor, to reflect altered road locations. The system designs all remain within the original design tolerances previously approved. Expected new locations of these infrastructure systems are depicted on the attached Exhibits E, F, and G to the First Amendment, for sanitary sewer, stormwater drainage and water systems, respectively, subject to final engineering and approvals prior to construction.

Agreement and PUD were approved by both parties, effective September 3, 2009. The parties hereby agree that the original Development Agreement, and all Exhibits thereto including the PUD, is hereby incorporated by reference into this First Amendment To Osprey Point Development Agreement and PUD, and further, that said original documents are hereby amended as specifically provided herein, directly or by necessary implication. The term of this First Amendment shall be for five years from the date of execution hereof, provided that the term shall be further extended for an additional five years if neither party hereto is in material default hereunder and if development of the subject property has not been completed within the initial term hereof, and also, extended by any South Carolina laws which extend development permits and agreements generally. Both parties agree that with the adoption and execution hereof, no present defaults exist between the parties and all future activities within Osprey Point shall be

governed by the terms hereof.

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

WITNESSES	OWNER:
	LCP III, LLC
	By:
	Its:
	Attest:
	Its:
STATE OF SOUTH CAROLINA COUNTY OF BEAUFORT)) ACKNOWLEDGMENT)
the undersigned Notary Public of the State	s day of, 2014. before me, and County aforesaid, personally appeared known to me
(or satisfactorily proven) to be the person whose the appropriate official of LCP III, LLC, who ack document.	name is subscribed to the within document, as
	hereunto set my hand and official seal the day
	ry Public for South Carolina
My C	Commission Expires:

WITNESSES:	COUNTY OF BEAUFORT
	County Council Chairman
	Attest:
	County Clerk - County of Beaufort
STATE OF SOUTH CAROLINA)	
COUNTY OF BEAUFORT)	ACKNOWLEDGMENT
me, the undersigned Notary Public of the state a	day of
IN WITNESS WHEREOF, I have hereu last above mentioned.	into set my hand and official seal the day and year
No	otary Public for South Carolina
My Commission Exp	5

Topic: Development Agreement Exhibit I Osprey Point

Date Submitted: October 9, 2014

Submitted By: Jonathan Mullen

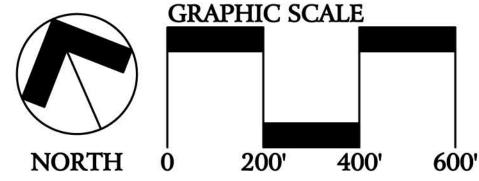
Venue: Natural Resources Committee

PREPARED FOR: MALIND BLUFF DEVELOPMENT LLC

> PREPARED BY: J. K. TILLER ASSOCIATES, INC. LAND PLANNING LANDSCAPE ARCHITECTURE
> TEN PINCKNEY COLONY ROAD SUITE 101 BLUFFTON, SC 29909
> Voice 843.815.4800 Fax: 843.815.4802

OSPREY POINT (MALIND BLUFF) TRANSECT MAP

BEAUFORT COUNTY, SOUTH CAROLINA July 29, 2014



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[KT Job Number: 201403-0 JKT Job Number: 201403-01 Topic: ZDSO Text Amendment - Appendix H

Commercial Fishing Village Overlay District

Staff Report

Date Submitted: October 9, 2014

Submitted By: Tony Criscitiello

Venue: Natural Resources Committee



MEMORANDUM

To: Natural Reso

Natural Resources Committee of Beaufort County Council

From:

Anthony Criscitiello, Planning Director T.C.

Subject:

Amendment to the ZDSO

Date:

October 8, 2014

Excerpt of PLANNING COMMISSION RECOMMENDATION from its October 7, 2014, draft meeting minutes:

Note that there was not a quorum at the September 4, 2014, Planning Commission meeting, but twelve people did provide public comment to the Commission.

Commission discussion (after presentation by Anthony Criscitiello, County Planning Director) included:

- a clarification between the State and the County review processes,
- the NPDES (National Pollution Discharge Elimination System) permit being in hand before the ZBOA (Zoning Board of Appeals) process begins,
- a clarification about the Lobeco and the St. Helena sites and their respective applications,
- noxious odors concerns.
- the length of the proposed process because of this text amendment,
- a clarification of the NPDES permit, special use causing additional stringent standards.
- the availability of public comment opportunities.
- the public speaking at the September 2014 Commission meeting, and
- the regulatory overreach cautioned by the County attorney in the news media.

After comments from the applicant's two representatives and public comment from eleven people from the audience (four of whom also provided comment at the September 4, 2014, Commission meeting), the **further Commission discussion** included:

- giving the Planning Department all the tools they need to help protect the County;
- clarification on the text amendment;
- looking at what helps the community thrive;
- the disservice to the community by allowing toxic discharge into the waters;
- taking care of the surrounding waters;
- recommending broadening the regulation to include other seafoods;
- desiring to err on the side of caution by allowing the special use as staff requested:
- agreeing that the special use is warranted in this case and believing the special use was the least the Commission could do;
- visiting Darien, Georgia, and the Lobeco and Golden Dock sites; and

Tony Criscitiello

• being moved by the book "Prophets, Politics, and Paradise" where Hilton Head Island almost lost control of development until the people rose up against a certain proposed industry.

Motion: Mr. Thomas made a motion, and Mr. Fireall seconded the motion, to recommend to County Council to approve the Text Amendment to the Zoning and Development Standards Ordinance (ZDSO), Appendix H (Commercial Fishing Village Overlay District), Section 5, Development Standards—to amend the standards to regulate the off-loading, packing, and transporting of cannonball jellyfish). The motion passed (FOR: Chmelik, Davis, Fireall, Johnston, Riley, Semmler, Stewart, and Thomas; ABSENT: Brown).