

# COUNTY COUNCIL OF BEAUFORT COUNTY

ADMINISTRATION BUILDING  
100 RIBAUT ROAD  
POST OFFICE DRAWER 1228  
BEAUFORT, SOUTH CAROLINA 29901-1228  
TELEPHONE: (843) 255-2180  
FAX: (843) 255-9401  
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D. PAUL SOMMERVILLE  
CHAIRMAN

STEWART H. RODMAN  
VICE CHAIRMAN

## COUNCIL MEMBERS

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RICK CAPORALE  
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LAURA L. VON HARTEN

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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 UNIT 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





## 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 *T.C.*  
**Subject:** Amendment to the ZDSO – *Revised*  
**Date:** ~~August 28, 2014~~ September 19, 2014

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### **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 applied, 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:

1. 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. deBessonnet, P.E.  
Director, Water Facilities Permitting Division

Cc: Crystal Rippy  
Steve Giese, Millenarian  
Russell Berry







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.C.*

**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

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### 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. SUMMARY OF REQUEST:

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. **ANALYSIS:** 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:**

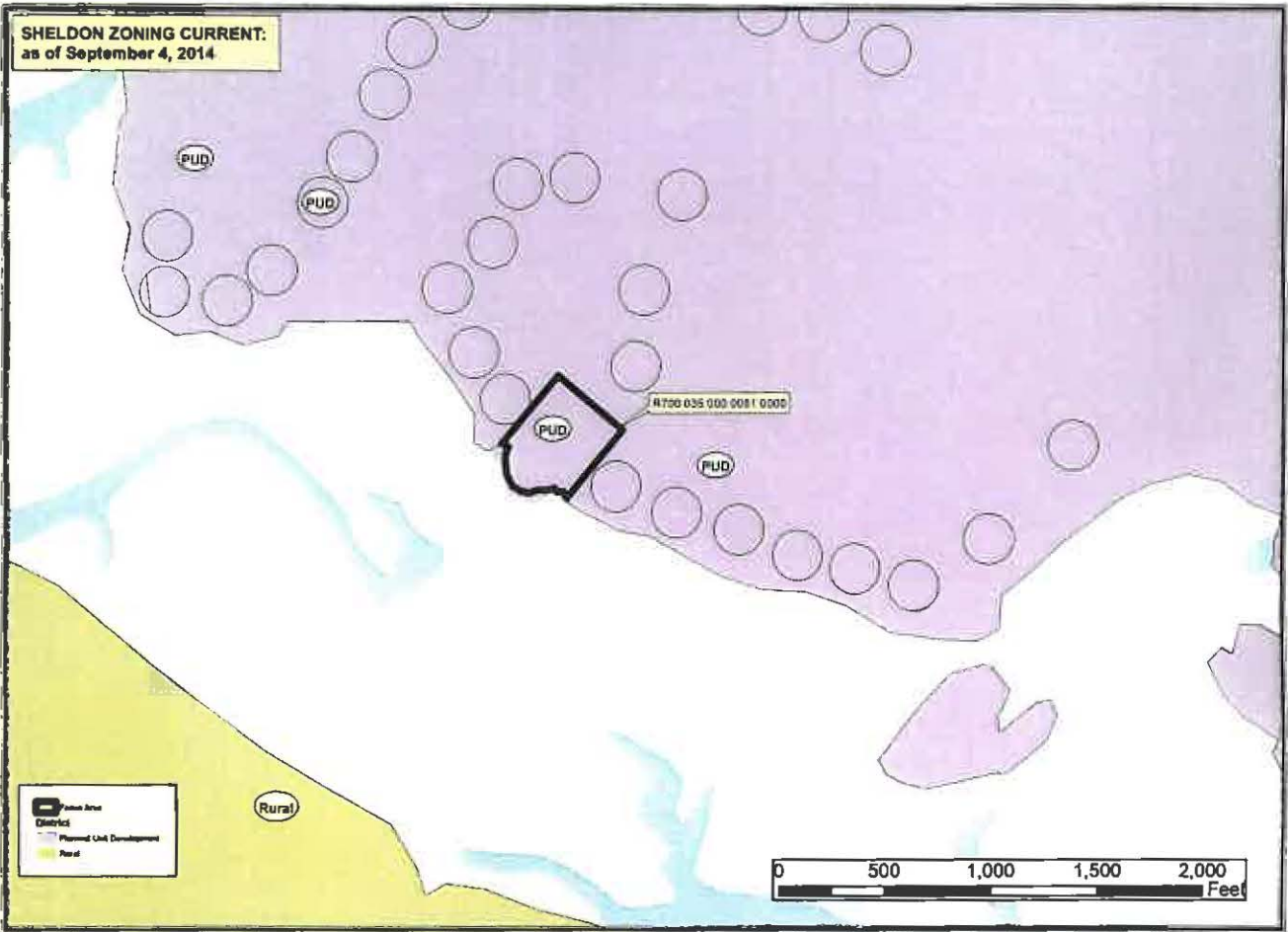
After review of the guidelines set forth in Section 106-492 of the ZDSO, staff recommends correcting the official zoning map from Planned Unit Development (PUD) to Rural (R) for the original 4-acre tract deeded to Mr. Erickson in 1964, because it has been determined that this tract was never a part of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

**E. ATTACHMENTS:**

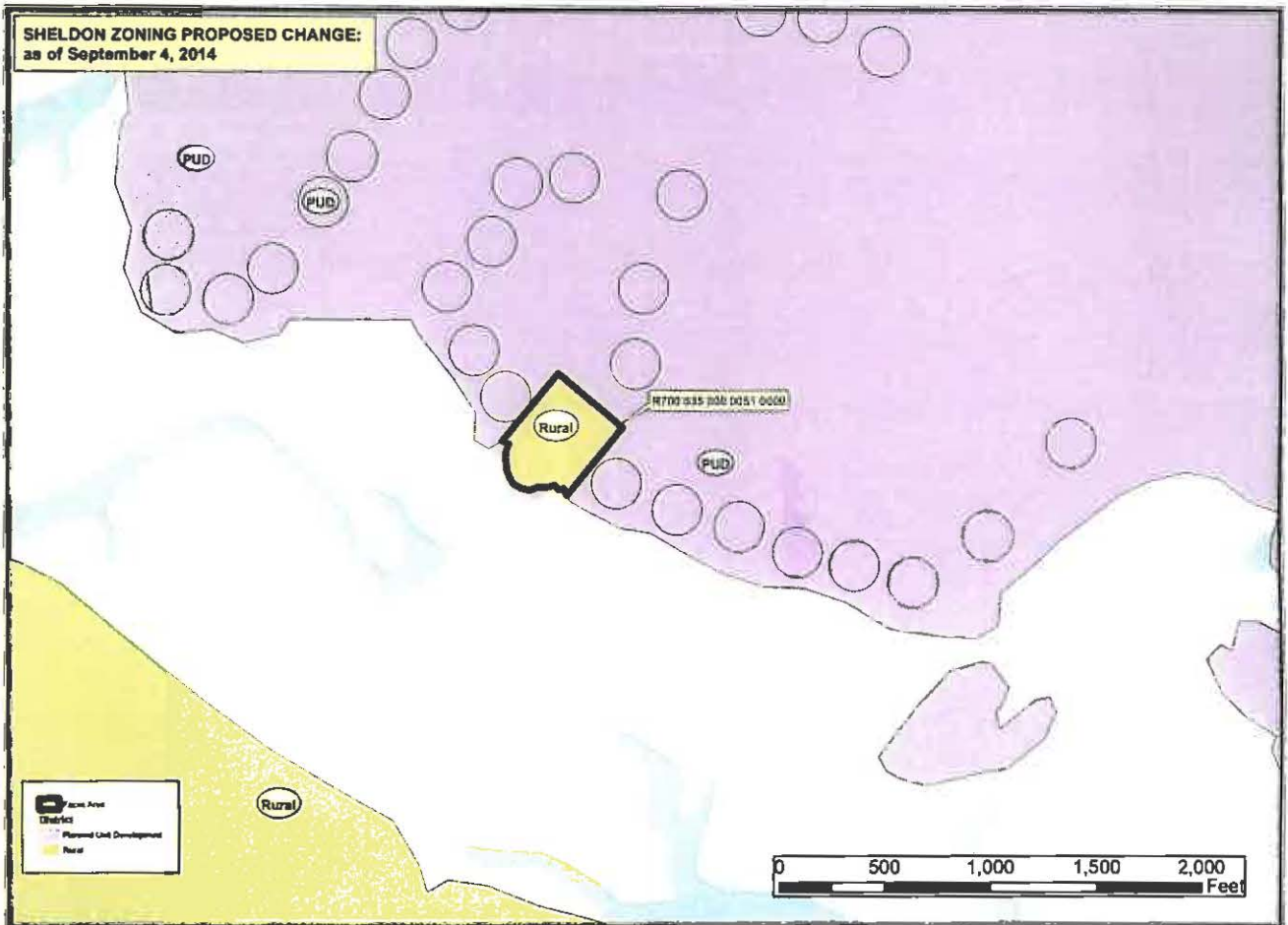
- Zoning Map (existing and proposed)
- Rezoning Application
- Bray's Island Plantation Master Plan
- Excerpt from Bray's Island Plantation PUD Application (legal description and plat)
- Survey of R700-035-000-0051-0000, dated June 16, 2014



**SHELDON ZONING CURRENT:**  
as of September 4, 2014



**SHELDON ZONING PROPOSED CHANGE:**  
as of September 4, 2014





**PROPERTY OWNERS NOTIFIED OF REZONING OF R700-35-51**

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

PIN_	Owner1	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 & LYNDAL	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.

1. 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.
2. 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

The undersigned hereby respectfully requests that the Beaufort County Zoning/Development Standards Ordinance (ZDSO) be amended as described below:

1. This is a request for a change in the (check as appropriate): ☐ PUD Master Plan Change  
☒ Zoning Map Designation/Rezoning ☐ Zoning & Development Standards Ordinance Text
2. Give exact information to locate the property for which you propose a change:  
Tax District Number: 700, Tax Map Number: 35, Parcel Number(s): 0051  
Size of subject property: 4.37 Square Feet / Acres (circle one)  
Location: Scott Neck's Place, Bray's Island
3. How is this property presently zoned? (Check as appropriate)  

<input type="checkbox"/> Urban/U	<input type="checkbox"/> Community Preservation/CP	<input type="checkbox"/> Light Industrial/LI
<input type="checkbox"/> Suburban/S	<input type="checkbox"/> Commercial Regional/CR	<input type="checkbox"/> Industrial Park/IP
<input type="checkbox"/> Rural/R	<input type="checkbox"/> Commercial Suburban/CS	<input type="checkbox"/> Transitional Overlay/TO
<input type="checkbox"/> Rural Residential/RR	<input type="checkbox"/> Research & Development/RD	<input type="checkbox"/> Resource Conservation/RC
	<input checked="" type="checkbox"/> Planned Unit Development/PUD	
4. What new zoning do you propose for this property? Rural  
(Under Item 10 explain the reason(s) for your rezoning request.)
5. Do you own all of the property proposed for this zoning change? ☒ Yes ☐ No  
Only property owners or their authorized representative/agent can sign this application. If there are multiple owners, each property owner must sign an individual application and all applications must be submitted simultaneously. If a business entity is the owner, the authorized representative/agent of the business must attach: 1- a copy of the power of attorney that gives him the authority to sign for the business, and 2- a copy of the articles of incorporation that lists the names of all the owners of the business.
6. If this request involves a proposed change in the Zoning/Development Standards Ordinance text, the section(s) affected are: \_\_\_\_\_  
(Under Item 10 explain the proposed text change and reasons for the change.)
7. Is this property subject to an Overlay District? Check those which may apply:  

<input type="checkbox"/> AOD - Airport Overlay District	<input type="checkbox"/> MD - Military Overlay District
<input type="checkbox"/> COD - Corridor Overlay District	<input type="checkbox"/> RQ - River Quality Overlay District
<input type="checkbox"/> CPOD - Cultural Protection Overlay District	
8. The following sections of the Beaufort County ZDSO (see attached sheets) should be addressed by the applicant and attached to this application form:
  - a. Section 106-492, Standards for zoning map amendments.
  - b. Section 106-493, Standards for zoning text amendments.

Rev. 4/11



*ZMA 2014-08*

FILE NO: \_\_\_\_\_ // Initiated by: STAFF / OWNER  
(Circle One)



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, the burden of proof for the proposed amendment rests with the owner.

By: [Signature]  
Signature of Owner

8/19/14

Date

Printed Clarendon Farms, LLC c/o David L.  
Name: Tedder

Telephone  
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 THE AFFECTED PROPERTY AS OUTLINED IN SEC. 106-402(D) OF THE BEAUFORT COUNTY ZDSO.

UPON RECEIPT OF APPLICATIONS, THE STAFF HAS THREE (3) WORK DAYS TO REVIEW ALL APPLICATIONS FOR COMPLETENESS. THE COMPLETED APPLICATIONS WILL BE REVIEWED FIRST BY THE BEAUFORT COUNTY PLANNING COMMISSION SUBCOMMITTEE RESPONSIBLE FOR THE AREA WHERE YOUR PROPERTY IS LOCATED. MEETING SCHEDULES ARE LISTED ON THE APPLICATION PROCESS (ATTACHED). COMPLETE APPLICATIONS MUST BE SUBMITTED BY NOON THREE (3) WEEKS PRIOR TO THE APPLICABLE SUBCOMMITTEE MEETING DATE

PLANNED UNIT DEVELOPMENT (PUD) APPLICANTS ARE REQUIRED TO SUBMIT MULTIPLE COPIES TO THE PLANNING DEPARTMENT. CONSULT THE APPLICABLE STAFF PLANNER FOR DETAILS.

CONTACT THE PLANNING DEPARTMENT AT (843) 255-2140 FOR EXACT APPLICATION FEES.

FOR PLANNING DEPARTMENT USE ONLY:

Date Application Received:  
(place received stamp below)



Date Posting Notice Issued:

Application Fee Amount Received:

\$250.00

Receipt No. for Application Fee:

001163-0013

ID# 1326



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.
-



## THE STATE OF SOUTH CAROLINA

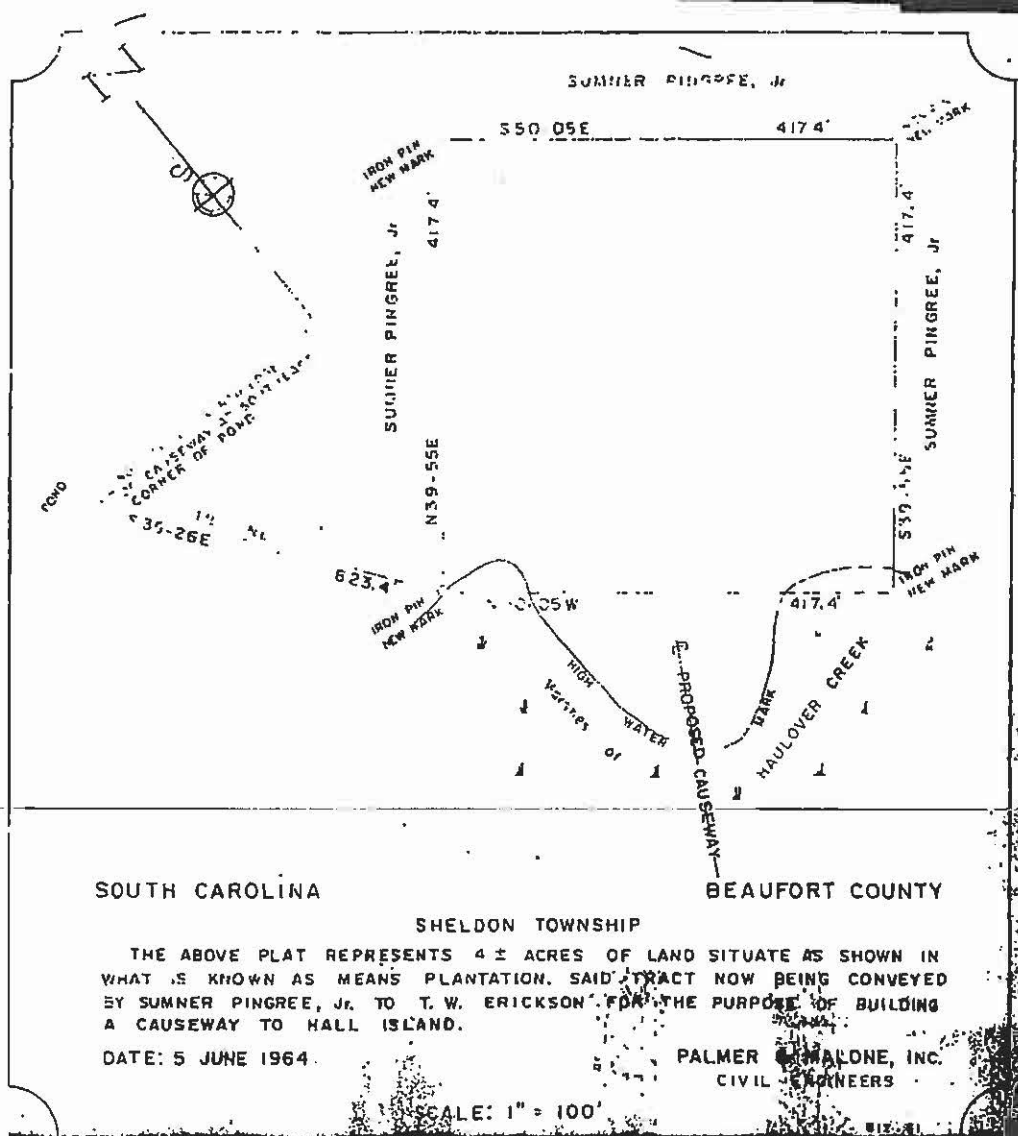
TITLE TO REAL ESTATE

COUNTY OF BEAUFORT

KNOW ALL MEN BY THESE PRESENTS, THAT

I, SUMNER PINGREE, JR. OF BEAUFORT  
COUNTYIn the State aforesaid for and in consideration of the sum of TEN AND 00/100 (\$10.00)-----  
DOLLARS,to ME... In hand paid at and before the sealing of these presents by T. W. ERICKSON of  
Savannah, Georgia-----in the State aforesaid, 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 T. W. ERICKSON, HIS HEIRS  
AND ASSIGNS, the following described real estate, to-wit:

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.



125/115



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 T. W. Erickson, his Heirs and Assigns forever.

AND I do hereby bind myself and my Heirs, Assigns Executors and Administrators, to warrant and forever defend, all and singular, the said Premises unto the said T. W. Erickson, his

Heirs and Assigns, against me and my Heirs, and against any persons whomsoever lawfully claiming, or to claim the same or any part thereof.

WITNESS my Hand and Seal, this 24th day of August in the year of our Lord one thousand nine hundred and sixty-four and in the one hundred and eighty-ninth year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF  
Ruth B. Owens (L.S.)  
Joab M. Dowling (L.S.)

THE STATE OF SOUTH CAROLINA,  
BEAUFORT County.

PERSONALLY appeared before me, Ruth G. Owens, and made oath that she saw the within named Sumner Pingree, Jr. sign, seal, and as his act and deed, deliver the within written Deed, and that she with Joab M. Dowling witnessed the execution thereof.

Subscribed before me, this 24th day of August, A. D. 1964.  
(SEAL)  
Notary Public for South Carolina  
By Appointment of the Governor  
THE STATE OF SOUTH CAROLINA,  
BEAUFORT County.

Ruth B. Owens

RENUNCIATION OF DOWER

I, Joab M. Dowling, a Notary Public for South Carolina do hereby certify unto all whom it may concern, that Mrs. Virginia L. C. Pingree, the wife of the within named Sumner Pingree, Jr. did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily, and without any compulsion, dread or fear of any person or persons whatsoever, renounce, release and forever relinquish unto the within named T. W. Erickson, his

Heirs and assigns, all her interest and estate, and also all her right and claims of dower, of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal, this 24th day of August, Anno Domini 1964.  
(SEAL)  
Virginia L. C. Pingree  
Notary Public for South Carolina

State of South Carolina,

COUNTY OF BEAUFORT

SUMNER PINGREE, JR.

TO

T. W. ERICKSON

TITLE TO REAL ESTATE

Filed 24th day of SEPTEMBER A. D. 1964

at 3:00 P. M.

and recorded in Book 125

Page 115 Fee \$ 1.50

R. M. Clerk of Court

Recorded this day



# BRAYS ISLAND PLANTATION

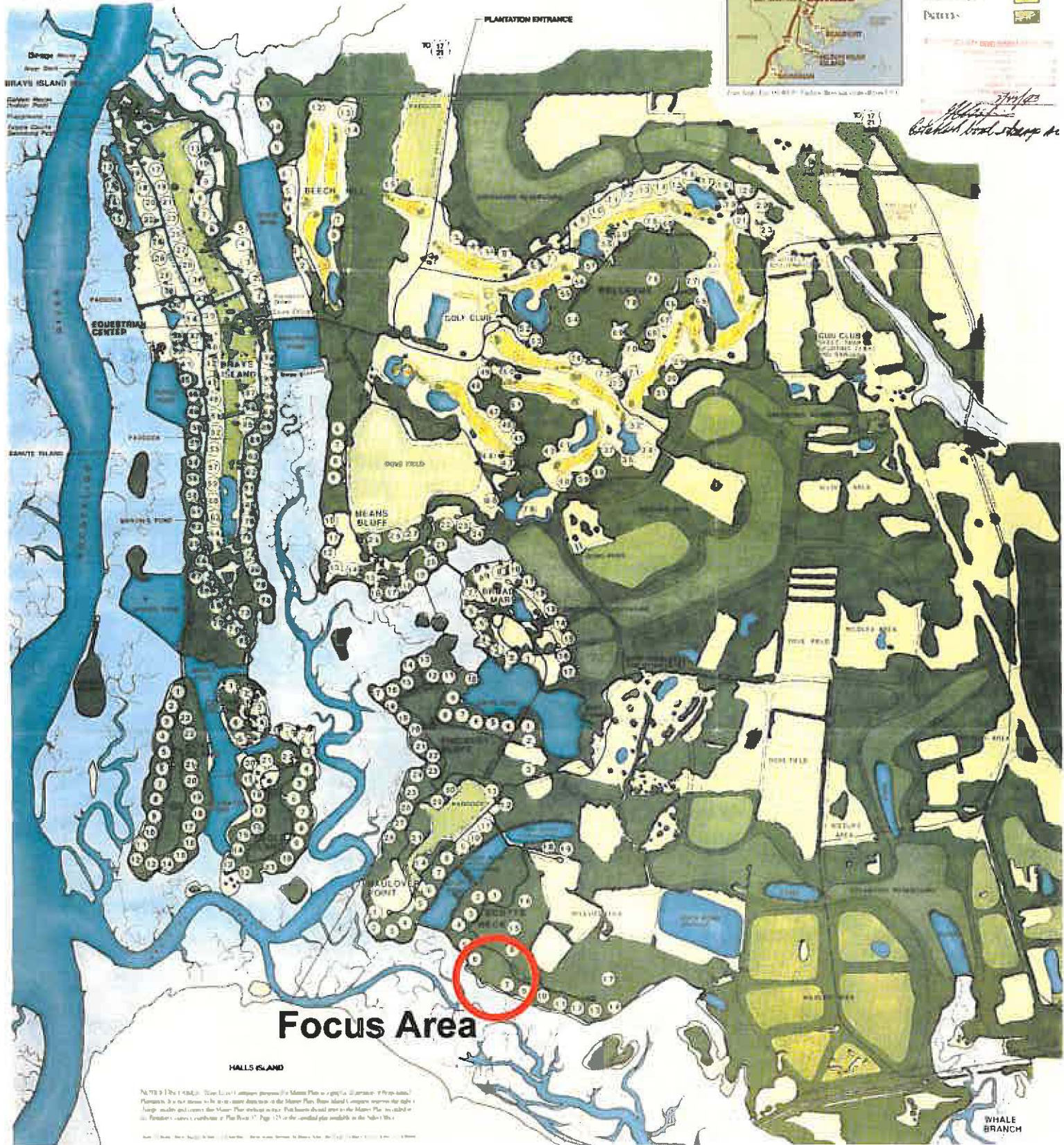
BEAUFORT COUNTY, SOUTH CAROLINA

### LEGEND



- |   |   |
|---|---|
| WATER   |  |
| SKY   |  |
| CONCRETE, RUBBER, WOOD, GLASS, METAL, & STONE |  |
| WALLS, AREA                                   |  |
| OPEN AREA - IN FIELD                          |  |
| GRASS, FOREST                                 |  |
| PLANTS  |  |

3/19/03  
~~Blair~~  
 Catechism book stamp in



## Focus Area

1978-1979 1980-1981 1982-1983 1984-1985 1986-1987 1988-1989 1990-1991 1992-1993 1994-1995 1996-1997 1998-1999 2000-2001 2002-2003 2004-2005 2006-2007 2008-2009 2010-2011 2012-2013 2014-2015 2016-2017 2018-2019 2020-2021 2022-2023 2024-2025 2026-2027 2028-2029 2030-2031 2032-2033 2034-2035 2036-2037 2038-2039 2040-2041 2042-2043 2044-2045 2046-2047 2048-2049 2050-2051 2052-2053 2054-2055 2056-2057 2058-2059 2060-2061 2062-2063 2064-2065 2066-2067 2068-2069 2070-2071 2072-2073 2074-2075 2076-2077 2078-2079 2080-2081 2082-2083 2084-2085 2086-2087 2088-2089 2090-2091 2092-2093 2094-2095 2096-2097 2098-2099 2100-2101 2102-2103 2104-2105 2106-2107 2108-2109 2110-2111 2112-2113 2114-2115 2116-2117 2118-2119 2120-2121 2122-2123 2124-2125 2126-2127 2128-2129 2130-2131 2132-2133 2134-2135 2136-2137 2138-2139 2140-2141 2142-2143 2144-2145 2146-2147 2148-2149 2150-2151 2152-2153 2154-2155 2156-2157 2158-2159 2160-2161 2162-2163 2164-2165 2166-2167 2168-2169 2170-2171 2172-2173 2174-2175 2176-2177 2178-2179 2180-2181 2182-2183 2184-2185 2186-2187 2188-2189 2190-2191 2192-2193 2194-2195 2196-2197 2198-2199 2200-2201 2202-2203 2204-2205 2206-2207 2208-2209 2210-2211 2212-2213 2214-2215 2216-2217 2218-2219 2220-2221 2222-2223 2224-2225 2226-2227 2228-2229 2230-2231 2232-2233 2234-2235 2236-2237 2238-2239 2240-2241 2242-2243 2244-2245 2246-2247 2248-2249 2250-2251 2252-2253 2254-2255 2256-2257 2258-2259 2260-2261 2262-2263 2264-2265 2266-2267 2268-2269 2270-2271 2272-2273 2274-2275 2276-2277 2278-2279 2280-2281 2282-2283 2284-2285 2286-2287 2288-2289 2290-2291 2292-2293 2294-2295 2296-2297 2298-2299 2300-2301 2302-2303 2304-2305 2306-2307 2308-2309 2310-2311 2312-2313 2314-2315 2316-2317 2318-2319 2320-2321 2322-2323 2324-2325 2326-2327 2328-2329 2330-2331 2332-2333 2334-2335 2336-2337 2338-2339 2340-2341 2342-2343 2344-2345 2346-2347 2348-2349 2350-2351 2352-2353 2354-2355 2356-2357 2358-2359 2360-2361 2362-2363 2364-2365 2366-2367 2368-2369 2370-2371 2372-2373 2374-2375 2376-2377 2378-2379 2380-2381 2382-2383 2384-2385 2386-2387 2388-2389 2390-2391 2392-2393 2394-2395 2396-2397 2398-2399 2400-2401 2402-2403 2404-2405 2406-2407 2408-2409 2410-2411 2412-2413 2414-2415 2416-2417 2418-2419 2420-2421 2422-2423 2424-2425 2426-2427 2428-2429 2430-2431 2432-2433 2434-2435 2436-2437 2438-2439 2440-2441 2442-2443 2444-2445 2446-2447 2448-2449 2450-2451 2452-2453 2454-2455 2456-2457 2458-2459 2460-2461 2462-2463 2464-2465 2466-2467 2468-2469 2470-2471 2472-2473 2474-2475 2476-2477 2478-2479 2480-2481 2482-2483 2484-2485 2486-2487 2488-2489 2490-2491 2492-2493 2494-2495 2496-2497 2498-2499 2500-2501 2502-2503 2504-2505 2506-2507 2508-2509 2510-2511 2512-2513 2514-2515 2516-2517 2518-2519 2520-2521 2522-2523 2524-2525 2526-2527 2528-2529 2530-2531 2532-2533 2534-2535 2536-2537 2538-2539 2540-2541 2542-2543 2544-2545 2546-2547 2548-2549 2550-2551 2552-2553 2554-2555 2556-2557 2558-2559 2560-2561 2562-2563 2564-2565 2566-2567 2568-2569 2570-2571 2572-2573 2574-2575 2576-2577 2578-2579 2580-2581 2582-2583 2584-2585 2586-2587 2588-2589 2590-2591 2592-2593 2594-2595 2596-2597 2598-2599 2600-2601 2602-2603 2604-2605 2606-2607 2608-2609 2610-2611 2612-2613 2614-2615 2616-2617 2618-2619 2620-2621 2622-2623 2624-2625 2626-2627 2628-2629 2630-2631 2632-2633 2634-2635 2636-2637 2638-2639 2640-2641 2642-2643 2644-2645 2646-2647 2648-2649 2650-2651 2652-2653 2654-2655 2656-2657 2658-2659 2660-2661 2662-2663 2664-2665 2666-2667 2668-2669 2670-2671 2672-2673 2674-2675 2676-2677 2678-2679 2680-2681 2682-2683 2684-2685 2686-2687 2688-2689 2690-2691 2692-2693 2694-2695 2696-2697 2698-2699 2700-2701 2702-2703 2704-2705 2706-2707 2708-2709 2710-2711 2712-2713 2714-2715 2716-2717 2718-2719 2720-2721 2722-2723 2724-2725 2726-2727 2728-2729 2730-2731 2732-2733 2734-2735 2736-2737 2738-2739 2740-2741 2742-2743 2744-2745 2746-2747 2748-2749 2750-2751 2752-2753 2754-2755 2756-2757 2758-2759 2760-2761 2762-2763 2764-2765 2766-2767 2768-2769 2770-2771 2772-2773 2774-2775 2776-2777 2778-2779 2780-2781 2782-2783 2784-2785 2786-2787 2788-2789 2790-2791 2792-2793 2794-2795 2796




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").

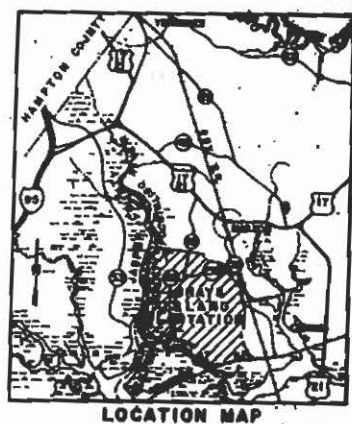
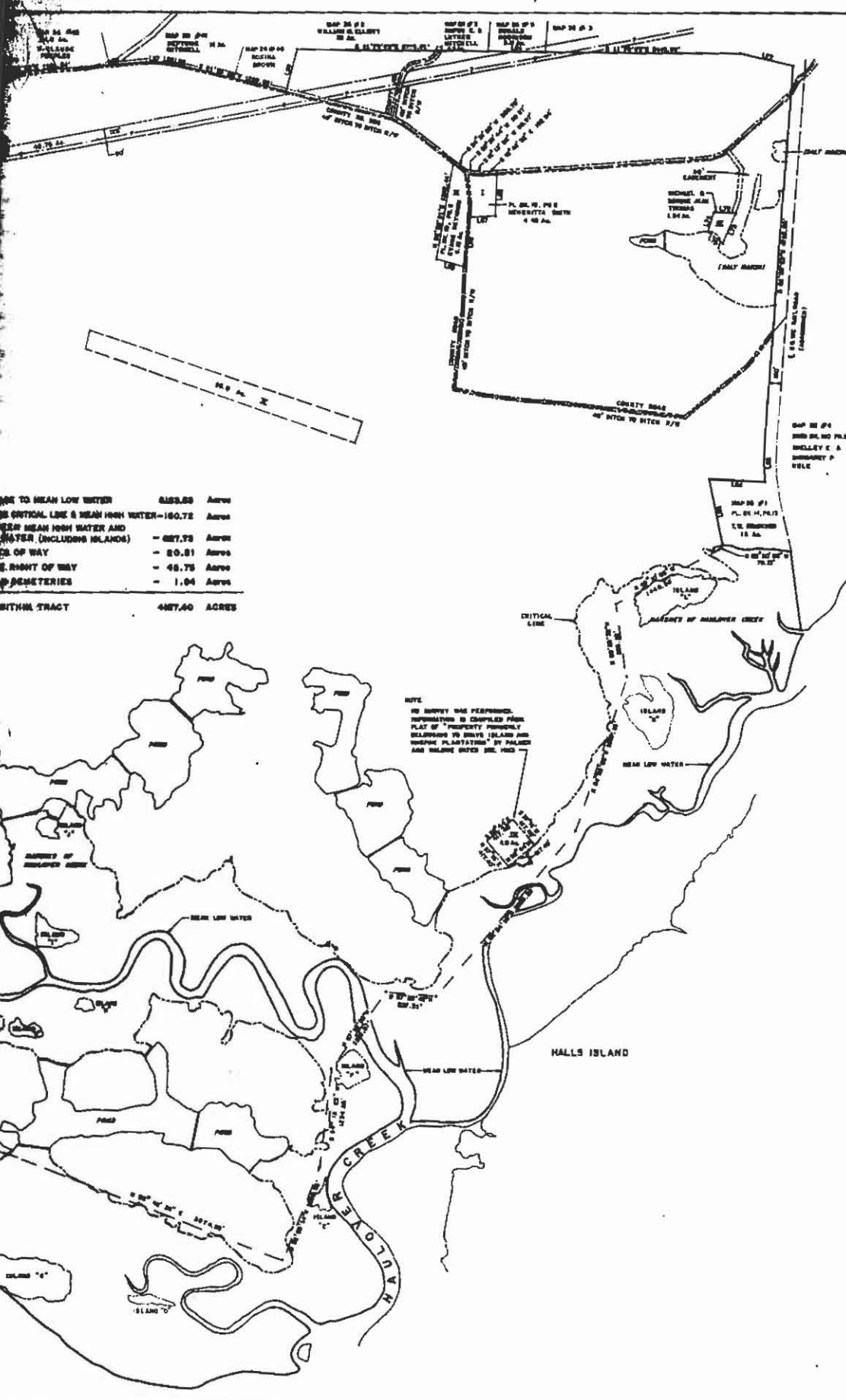
The said tract of land, as shown on the Plat, contains 5,183.65 acres and includes the islands designated by letters A through L inclusive.

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.

 Excepted from this conveyance are those tracts of land designated on the Plat by the Roman numerals 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.





LINE	BEARING	DISTANCE
1	S 88° 30' 44" E	54.00
2	S 88° 12' 44" E	100.77
3	S 70° 10' 00" E	107.40
4	S 68° 30' 44" E	54.00
5	S 68° 30' 44" E	54.00
6	S 68° 30' 44" E	54.00
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73	S 68° 30' 44" E	54.00

**PLAT**  
**OF**  
**BRAYS ISLAND PLANTATION**  
 PROPERTY OF  
**SUMNER PINGREE, JR.**  
 LOCATED  
 BEAUFORT COUNTY, SOUTH CAROLINA

SURVEYED BY  
 CHAS. S. PLOTZ, INC.  
 1000 S. PINE STREET  
 BEAUFORT, SOUTH CAROLINA  
 AUGUST 1957





BOUNDARY SURVEY  
PREPARED FOR

CLARENDON FARMS, LLC &  
HALL ISLAND FARMS II, LLC

SURVEIN TAX MAP 4th, PARC. 3, 14  
BEAUFORT COUNTY SOUTH CAROLINA

RECORDING PLAN IN CHARGE & MAKE, NO DATE, DATE & TIME

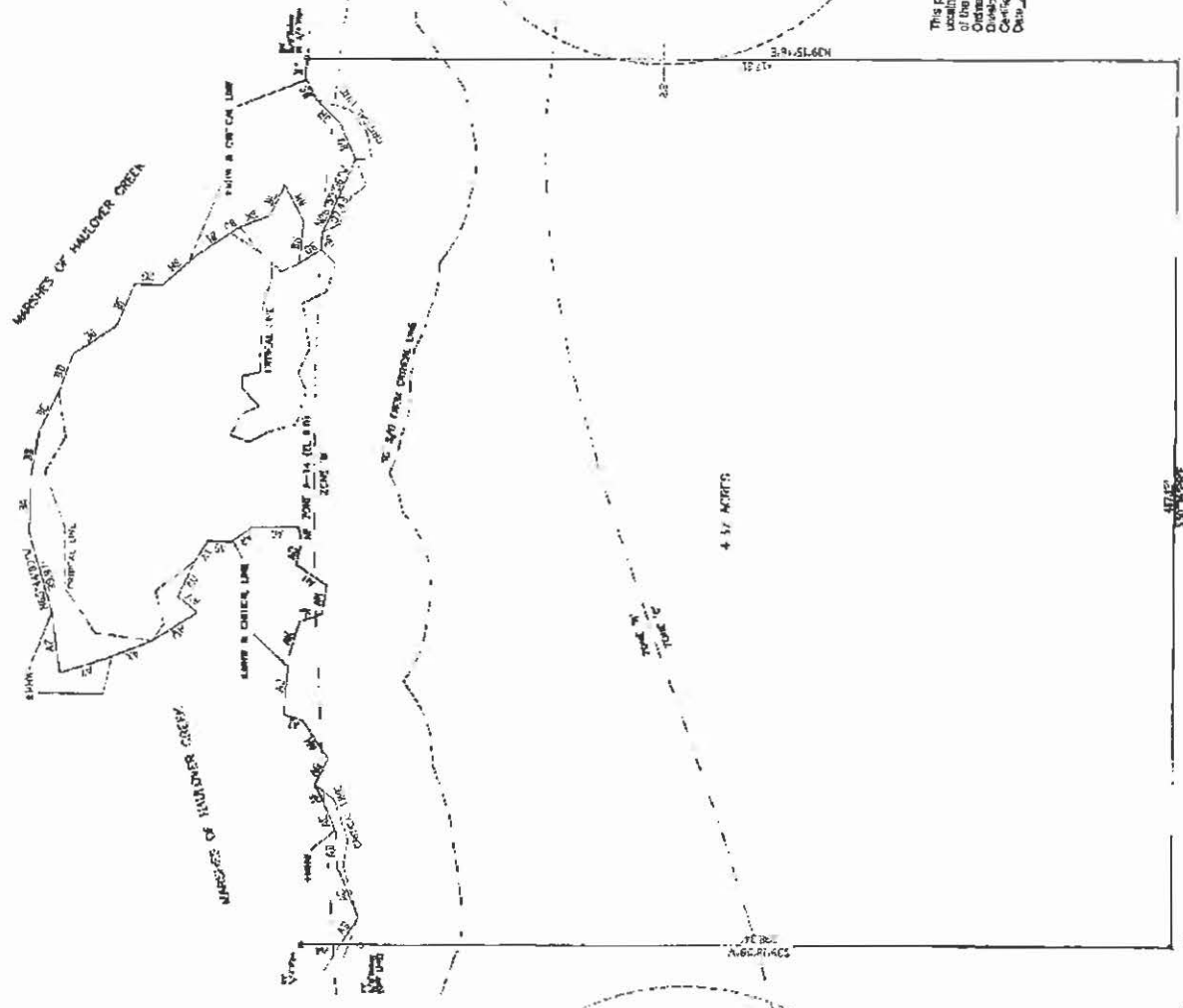
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97	S 89° 15' 45" E	10.00
98	S 89° 15' 45" E	10.00
99	S 89° 15' 45" E	10.00
100	S 89° 15' 45" E	10.00

EXEMPT  
This plat of property is exempt from having to  
be recorded in the public records of the State of South Carolina  
under the provisions of the South Carolina Uniform  
Ordinance as provided in the Act.  
Certified by: *[Signature]*  
Date: 10-10-13

I HEREBY STATE THAT IN THE BEST OF MY KNOWLEDGE,  
INFORMATION AND BELIEF, THE FOREGOING SURVEY  
WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF  
THE SOUTHERN SURVEYING BOARD FOR THE PRACTICE OF  
LAND SURVEYING IN SOUTH CAROLINA, AND WITH THE  
EXCEPTION OF THE EVIDENCE OF A CLASS 3 SURVEY AS  
A CLASS 3 SURVEY, I AM NOT AWARE OF ANY OTHER  
FACTS OR CIRCUMSTANCES THAT WOULD AFFECT THE  
ACCURACY OF THE SURVEY.



DAVID S. WILLIAMS, SURV. 9750  
REAL ESTATE SURVEYING, INC.  
1013 PARK AVENUE  
PO BOX 1013  
MYRTLE BEACH, SC 29577



THIS PROPERTY IS LOCATED IN ZONES C, D &  
A, 14 (F 30) AS DETERMINED BY FLDA, HMA  
COMMUNITY-PANEL NUMBER 450025 0020 2.  
DATED 9-27-80.

THIS PROPERTY IS LOCATED IN ZONES C, D &  
A, 14 (F 30) AS DETERMINED BY FLDA, HMA  
COMMUNITY-PANEL NUMBER 450025 0020 2.  
DATED 9-27-80.

0 20' 40' 80' 120'

SCALE: 1" = 40'  
SECTION 24, 2013  
REVISED 1-16-14 - 40000 MAP  
10/20/14

SCOTT'S NECK PLACE



4  
12 PB  
Rubnitz  
11325

RECORDED  
2014 Jan -09 10:33 AM  
Sharon G. Burns  
BEAUFORT COUNTY AUDITOR

BEAUFORT COUNTY SC - ROD  
BK 03294 PGS 2019-2024  
FILE NUM 2013073298  
12/26/2013 05:02:24 PM  
REC'D BY P. BAILEY RPT# 731935  
RECORDING FEES 12.00

ADD DMP Record 1/9/2014 10:24:29 AM  
BEAUFORT COUNTY TAX MAP REFERENCE

Dist	Map	SMap	Parcel	Block	Week
R700	035	000	0051	0000	00

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

### QUIT CLAIM DEED

THIS QUIT CLAIM DEED, executed this 18<sup>th</sup> day of September, 2013, by **MARCIA ERICKSON VIER** 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.

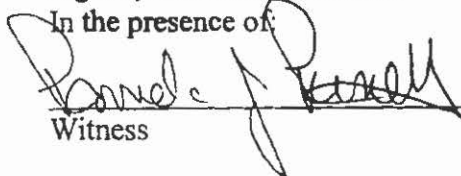
**WITNESSETH**, that the said Grantor, for good and valuable consideration in the sum of Ten Dollars (\$10) paid by the said Grantee, the receipt whereof is hereby acknowledged, does hereby remise, release and quitclaim unto the said Grantee, forever, all the right, title, interest and claim which the 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:

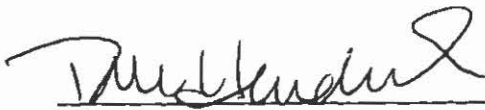
See Exhibit A, attached hereto and incorporated herein.

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

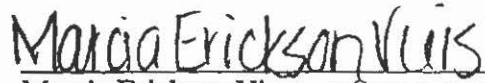
Signed, sealed and delivered

In the presence of

  
Witness

  
Witness

**Grantor:**

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



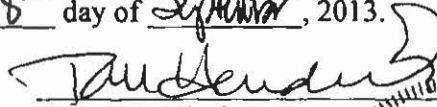
STATE OF GEORGIA  
COUNTY OF CHATHAM

)  
)  
)

ACKNOWLEDGMENT

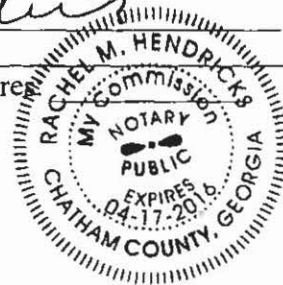
I, the undersigned Notary Public do certify that MARCIA ERICKSON VIERS, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my official seal this the 18<sup>th</sup> day of September, 2013.



Notary Public for \_\_\_\_\_

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



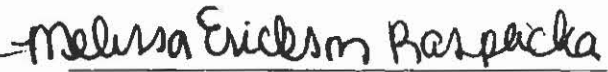


Signed, sealed and delivered  
In the presence of:

Grantor:

Witness

  
Witness



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



STATE OF GEORGIA  
COUNTY OF CHATHAM

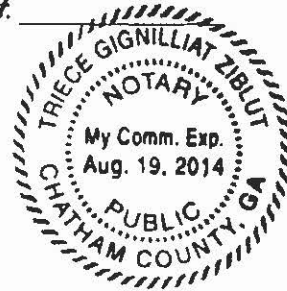
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ACKNOWLEDGMENT

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 29 day of September, 2013.

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





## 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).



STATE OF SOUTH CAROLINA )

BEAUFORT COUNTY ROD

COUNTY OF BEAUFORT )

**AFFIDAVIT OF TRUE CONSIDERATION and  
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. 44<sup>th</sup> Street, Savannah, GA 31405

DATE OF CONVEYANCE: September 18<sup>th</sup>, 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.)

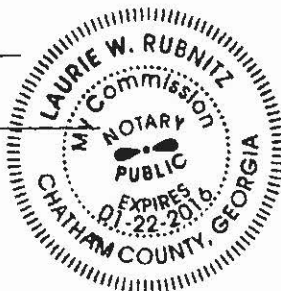
(constitutes a corrective deed or a quitclaim deed used to confirm title already vested in the grantee, provided that no consideration of any kind is paid or is to be paid under the corrective deed or quitclaim deed;)

OTHER EXEMPTION – Please Cite Federal, State or other Code as applicable, and describe Exemption below:

Signed: \_\_\_\_\_  
Printed Name: Triece Ziblut  
As (Capacity): Attorney for Grantee

SWORN TO BEFORE ME,  
this 23<sup>rd</sup> day of December, 2013

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





ADD DMP Record 7/1/2014 09:30:58 AM  
BEAUFORT COUNTY TAX MAP REFERENCE

Dist	Map	SMap	Parcel	Block	Week
R700	035	000	0051	0000	00

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

Shaun G. Burns  
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 aforesated 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.

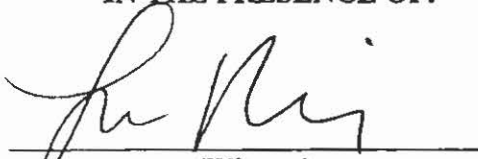


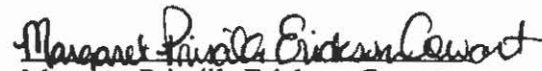
**TO HAVE AND TO HOLD**, all and singular, the said Premises before mentioned unto the said Grantee, its Heirs and Assigns forever.

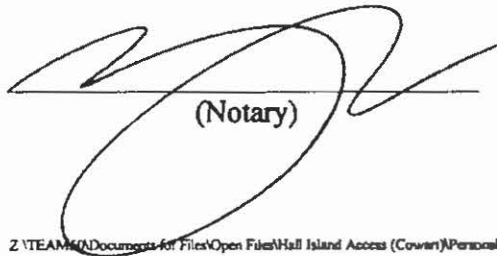
**TO HAVE AND TO HOLD** all and singular, the said Premises before mentioned unto said Grantee, its heirs and assigns, forever in fee simple, and the Grantor does hereby covenant with Grantee that Grantor has done nothing to impair such title as Grantor received, except as provided herein.

**WITNESS** my hand(s) and seal(s) this 20<sup>th</sup> day of June, 2014.

**SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:**

  
(Witness)

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

  
(Notary)

Z:\TEAM\Documents for Files\Open Files\Hall Island Access (Cowart)\Personal Rep QC Deed v4 06 18 14.docx



STATE OF Georgia )  
COUNTY OF Chatham )

ACKNOWLEDGMENT

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.

Witness my hand and official seal the 20th day of June, 2014



Notary Public for \_\_\_\_\_  
My commission expires: \_\_\_\_\_



## **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, September 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 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



2014 /

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

BY: \_\_\_\_\_  
D. Paul Sommerville, Chairman

APPROVED AS TO FORM:

\_\_\_\_\_  
Joshua A. Gruber  
Deputy County Administrator/County Attorney

ATTEST:

\_\_\_\_\_  
Suzanne M. Rainey, Clerk to Council

First Reading:

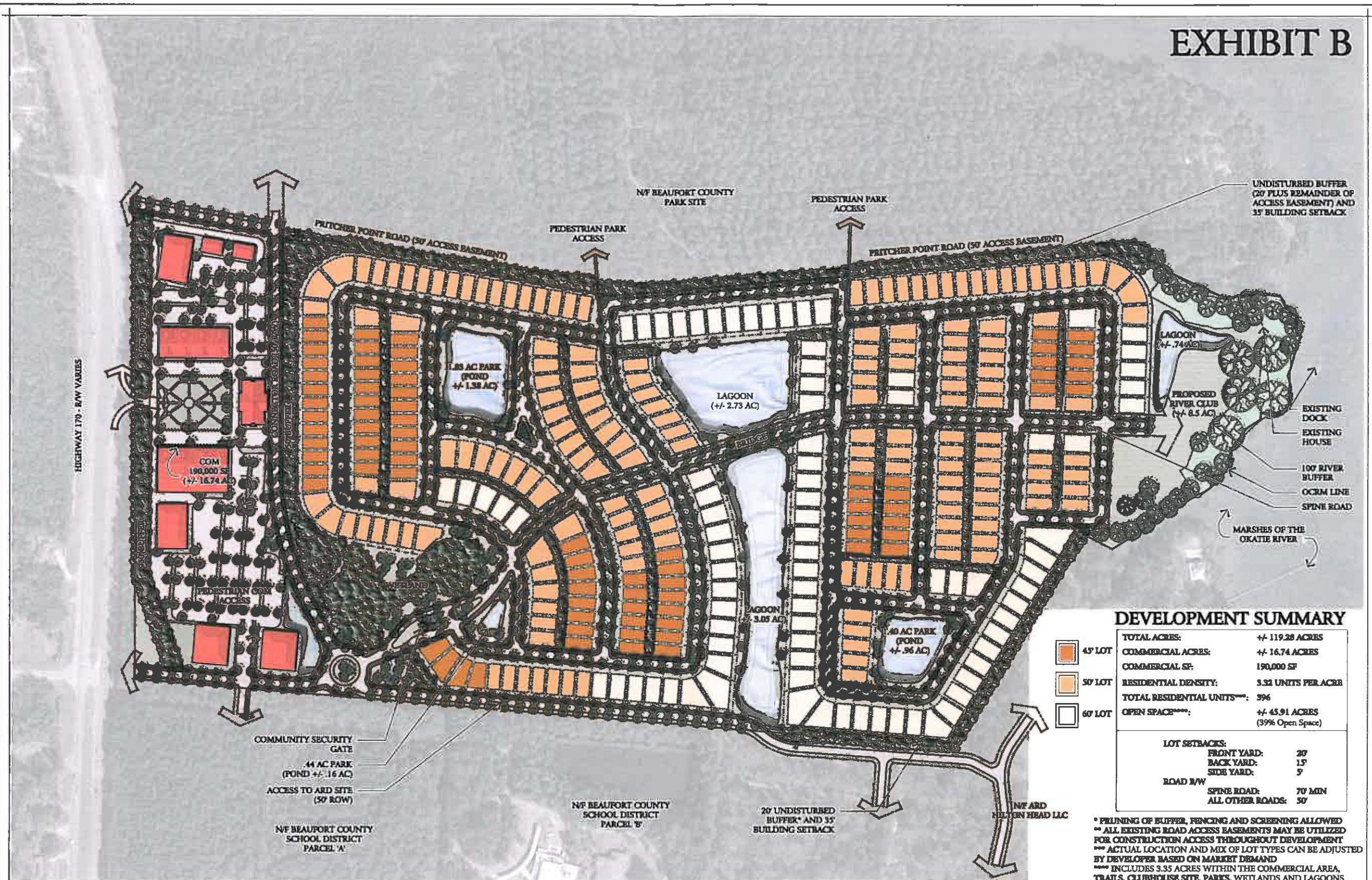
Second Reading:

Public Hearing:

Third and Final Reading:



# EXHIBIT B



## DEVELOPMENT SUMMARY

TOTAL ACRES:	+/- 119.28 ACRES
COMMERCIAL ACRES:	+/- 16.74 ACRES
COMMERCIAL SF:	190,000 SF
RESIDENTIAL DENSITY:	3.32 UNITS PER ACRE
TOTAL RESIDENTIAL UNITS***:	396
OPEN SPACE****:	+/- 45.91 ACRES (39% Open Space)

LOT SETBACKS:	
FRONT YARD:	20'
BACK YARD:	15'
SIDE YARD:	5'
ROAD R/W:	
SPINE ROAD:	70' MIN
ALL OTHER ROADS:	50'

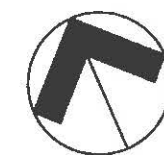
\* PRUNING OF BUFFER, FENCING AND SCREENING ALLOWED  
 \*\* ALL EXISTING ROAD ACCESS EASEMENTS MAY BE UTILIZED FOR CONSTRUCTION ACCESS THROUGHOUT DEVELOPMENT  
 \*\*\* ACTUAL LOCATION AND MIX OF LOT TYPES CAN BE ADJUSTED BY DEVELOPER BASED ON MARKET DEMAND  
 \*\*\*\* INCLUDES 3.35 ACRES WITHIN THE COMMERCIAL AREA, TRAILS, CLUBHOUSE SITE, PARKS, WETLANDS AND LAGOONS

PREPARED FOR:  
MALIND BLUFF DEVELOPMENT LLC

PREPARED BY:  
J. K. TILLER ASSOCIATES, INC.  
 LAND PLANNING 75N PINCKNEY COLONY ROAD SUITE 101 BLUFFTON, SC 29909  
 LANDSCAPE ARCHITECTURE 1000 W. BROADWAY SUITE 200 CHARLOTTE, NC 28202  
 Tel: 843.251.0000 Fax: 843.251.0000

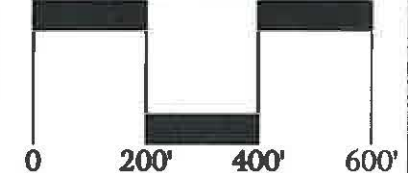
## OSPREY POINT (MALIND BLUFF) AMENDED MASTER PLAN BEAUFORT COUNTY, SOUTH CAROLINA

July 29, 2014



NORTH

### GRAPHIC SCALE

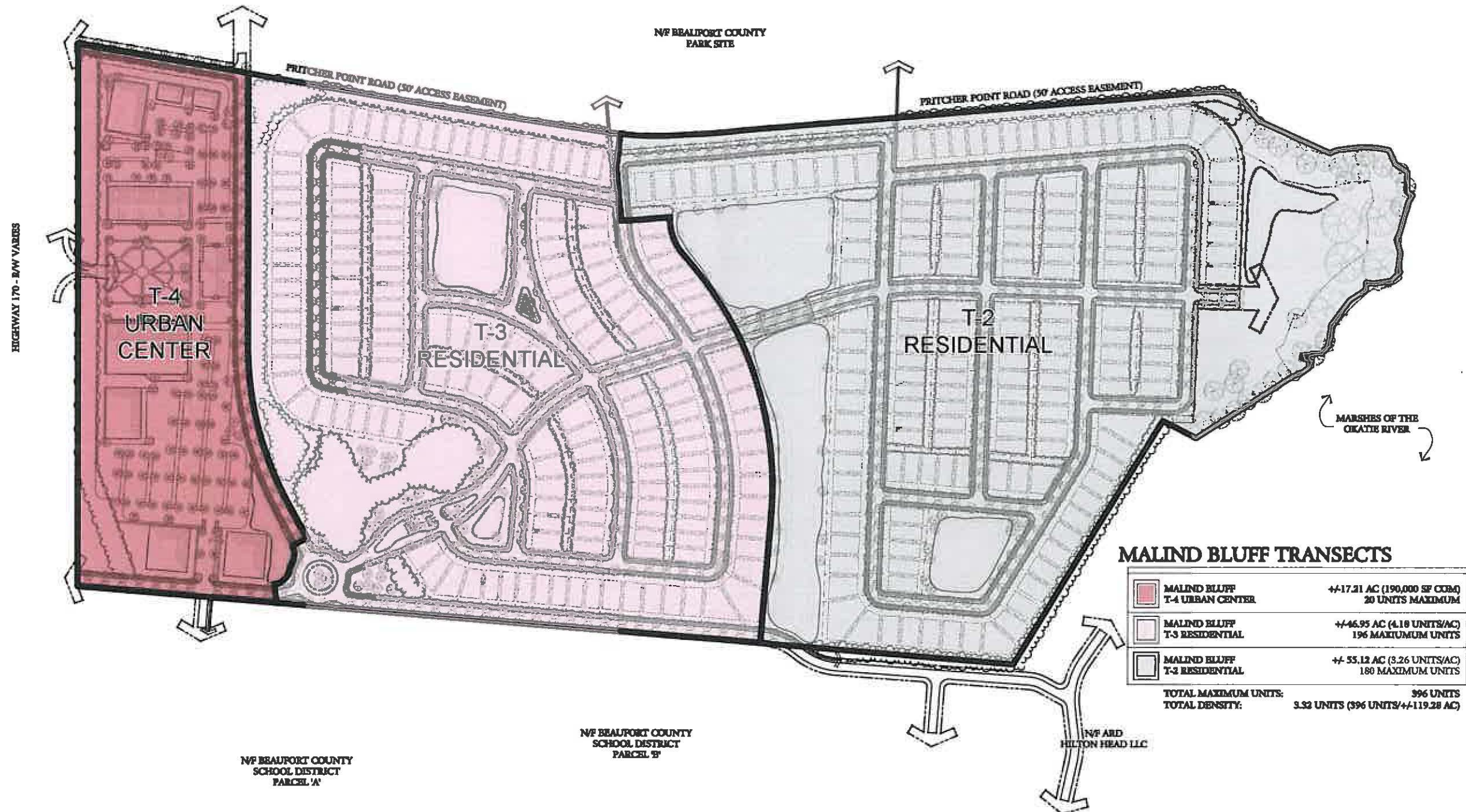


THIS IS A CONCEPTUAL PLAN AND IS SUBJECT TO CHANGE. ALL SURVEY INFORMATION AND SITE BOUNDARIES WERE COMPILED FROM A VARIETY OF UNVERIFIED SOURCES AT VARIOUS TIMES AND AS SUCH ARE INTENDED TO BE USED ONLY AS A GUIDE. ALL PROPERTY LINES, TRACT DIMENSIONS AND NARRATIVE DESCRIPTIONS ARE FOR GRAPHIC REPRESENTATION 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 I



PREPARED FOR:  
MALIND BLUFF DEVELOPMENT LLC

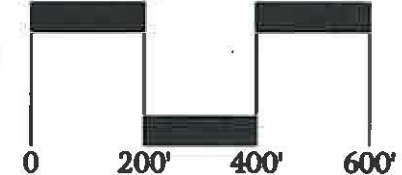
PREPARED BY:  
**J. K. TILLER ASSOCIATES, INC.**  
LAND PLANNING LANDSCAPE ARCHITECTURE  
200 VINEYARD COLONY ROAD SUITE 101 HUNTERTON, NC 27541  
Tel: 919.231.0000 Fax: 919.231.0000

## OSPREY POINT (MALIND BLUFF) TRANSECT MAP BEAUFORT COUNTY, SOUTH CAROLINA July 29, 2014



NORTH

GRAPHIC SCALE



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



2014 /

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.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: \_\_\_\_\_  
D. Paul Sommerville, Chairman

APPROVED AS TO FORM:

\_\_\_\_\_  
Joshua A. Gruber, County Attorney

ATTEST:

\_\_\_\_\_  
Suzanne M. Rainey, Clerk to Council

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

(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](mailto: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. **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 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.

**B. Allowed Development Type and Resulting Changes to Roadway and 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. **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 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.

**D. Design, Construction and Maintenance Contribution to County Park.**

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. Public Safety Site.** 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. Design Guidelines/Residential Design.** 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. Development Schedule Amendment.** 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.



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

**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



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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. DEVELOPMENT PLAN CHANGES.**

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



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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.

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 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.

**B. Allowed Development Type and Resulting Changes to Roadway and 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



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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 construct 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



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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.

C. **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



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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.

**D. 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. Impact/Development Fee Issues.** 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.

**I. 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. Development Schedule Amendment.** 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. 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



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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.

**L.     Terms of Agreement/Incorporation/Default.** The original Development 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**

)

I HEREBY CERTIFY, that on this \_\_\_\_ day of \_\_\_\_\_, 2014. before me, the undersigned Notary Public of the State and County aforesaid, personally appeared \_\_\_\_\_, and \_\_\_\_\_ known to me (or satisfactorily proven) to be the person whose name is subscribed to the within document, as the appropriate official of LCP III, LLC, who acknowledged the due execution of the foregoing document.

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

\_\_\_\_\_  
Notary Public for South Carolina

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

WITNESSES:

**COUNTY OF BEAUFORT**

\_\_\_\_\_

\_\_\_\_\_  
County Council Chairman

\_\_\_\_\_

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



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

I HEREBY CERTIFY, that on this \_\_\_\_ day of \_\_\_\_\_, 2014 before me, the undersigned Notary Public of the state and County aforesaid, personally appeared known to me (or satisfactorily proven) to be the persons whose name is subscribed to the within document, who acknowledged the due execution of the foregoing Development Agreement.

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

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



## **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.



# EXHIBIT B



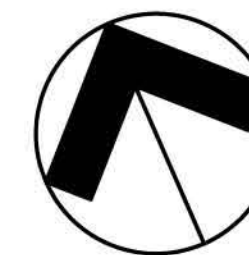
PREPARED FOR:  
MALIND BLUFF DEVELOPMENT LLC



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

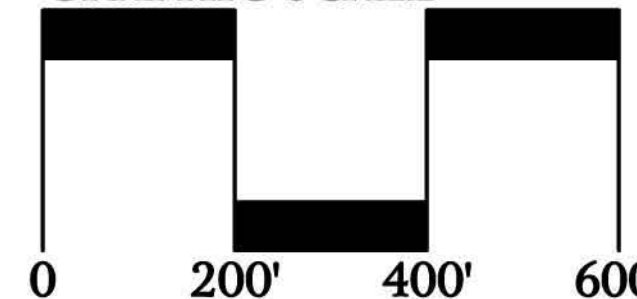
## OSPREY POINT (MALIND BLUFF) AMENDED MASTER PLAN BEAUFORT COUNTY, SOUTH CAROLINA

July 29, 2014



NORTH

GRAPHIC SCALE



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





TRAILS AND OPEN SPACE SUMMARY

TOTAL ACRES:	+/- 119.28 ACRES
COMMERCIAL OPEN SPACE:	+/- 3.35 ACRES (20%)
RESIDENTIAL OPEN SPACE:	+/- 42.56 ACRES
TOTAL TRAILS:	+/- 36,688 LF (+/- 6.95 MI)
TOTAL OPEN SPACE**:	+/- 45.91 ACRES
PERCENT OPEN SPACE:	+/- 39%
PROPOSED OPEN SPACE AMENITY USES: Fishing, Wildlife Viewing, Interpretive Nature Trails, Jogging/Walking Trails, Bike Trails, Jr. Olympic Pool, Passive Parks, Fire Pits, Fishing Docks, Fishing Boardwalks, Kayak/Canoe Storage and Launch, Bocce Ball, Tennis, Pickle Ball, Tot Lot, Dog Park, Walkable Access to COM and Future County Park	

\* PRUNING OF BUFFER, FENCING AND SCREENING ALLOWED  
\*\* INCLUDES 3.35 ACRES WITHIN THE COMMERCIAL AREA, TRAILS,  
TTE, PARKS, WETLANDS AND LAGOONS



PROPOSED MULTI-PURPOSE  
PEDESTRIAN TRAIL (TYP.)

PREPARED FOR:  
MALIND BLUFF DEVELOPMENT LLC

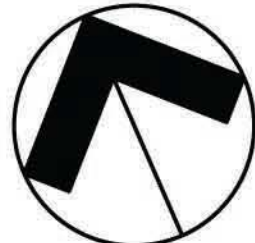
OSPREY POINT (MALIND BLUFF)  
TRAILS AND OPEN SPACE PLAN

BEAUFORT COUNTY, SOUTH CAROLINA

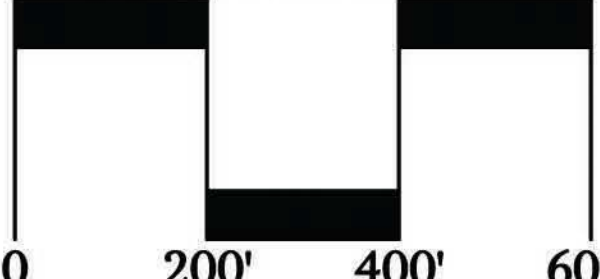
JUNE 18, 2014



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



GRAPHIC SCALE



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## 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:

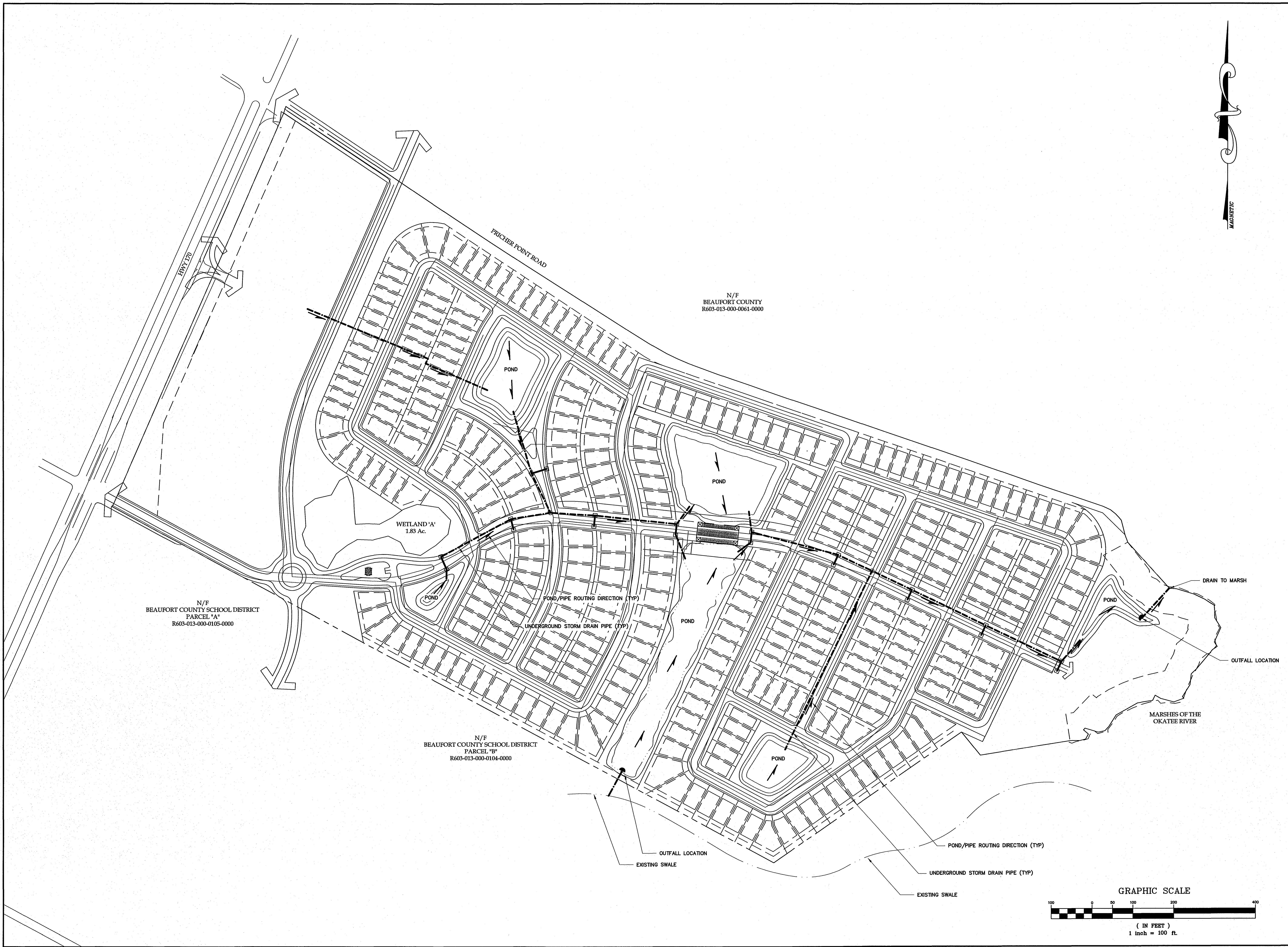
<u>Year(s) of Commencement / % Completion of Total</u>					
<u>Type of Development</u>	<u>2014/15</u>	<u>2015/16</u>	<u>2016/17</u>	<u>2017/18</u>	<u>2018/19</u>
Commercial (Sq. Ft.)	----	----	----	50%	50%
Residential, Single Family Lots <sup>1</sup>	14.5%	12.9%	14.5%	20.1%	38.1%
Park -- % To Be Completed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

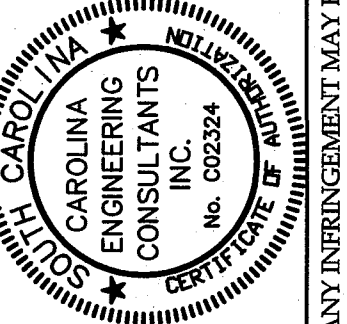
NOTE: As stated in the Development Agreement, Section VI, actual development may occur more rapidly or less rapidly, based on market conditions and actual number of Residential, Single Family Lots developed and Commercial Square Footage developed.

---

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







\*ANY INFRINGEMENT MAY BE SUBJECT TO LEGAL ACTION.  
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PLAN REVISIONS		
NO.	DESCRIPTION	DATE
1	-	-
2	-	-
3	-	-
4	-	-
5	-	-
6	-	-
7	-	-
8	-	-

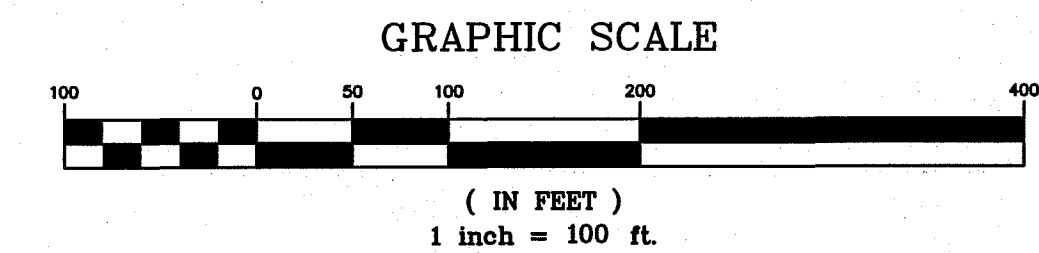
**MAYLIN BLUFF**  
HWY 170  
BEAUFORT COUNTY, SC

**CAROLINA ENGINEERING CONSULTANTS, INC.**  
PO BOX 294  
BEAUFORT, SC 29901  
WWW.CAROLINAENGINEERING.COM  
843/322-0553  
843/322-0556 (FAX)

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

**DRAINAGE  
EXHIBIT**

**1**  
OF 1











1659

06/19/14

06/19/14

TAB

JPA

1"=100'

PROJECT:

DATE:

REVISED:

DRAWN BY:

ENGINEER:

SCALE:

1

OF 1

SANITARY SEWER

EXHIBIT

PLAN REVISIONS	
NO.	DESCRIPTION
1	
2	
3	
4	
5	
6	
7	
8	

MAYLIN BLUFF

HWY 170

BEAUFORT COUNTY, SC

1659

06/19/14

06/19/14

TAB

JPA

1"=100'

1

OF 1

SANITARY SEWER

EXHIBIT

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



EXHIBIT H

STATE OF SOUTH CAROLINA )  
 ) JOINDER OF DEVELOPMENT AGREEMENT  
COUNTY OF BEAUFORT )

**THIS JOINDER OF DEVELOPMENT AGREEMENT** is made this \_\_\_\_\_<sup>th</sup> day of \_\_\_\_\_, 2014 by **Malind Bluff Development, LLC**, its successors and assigns (the “Malind Bluff”), to join in the **Development Agreement (Osprey Point)** (the “Development Agreement”), recorded in Book 2888 at page 169, in the Beaufort County Records, as amended 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** \_\_\_\_\_ )

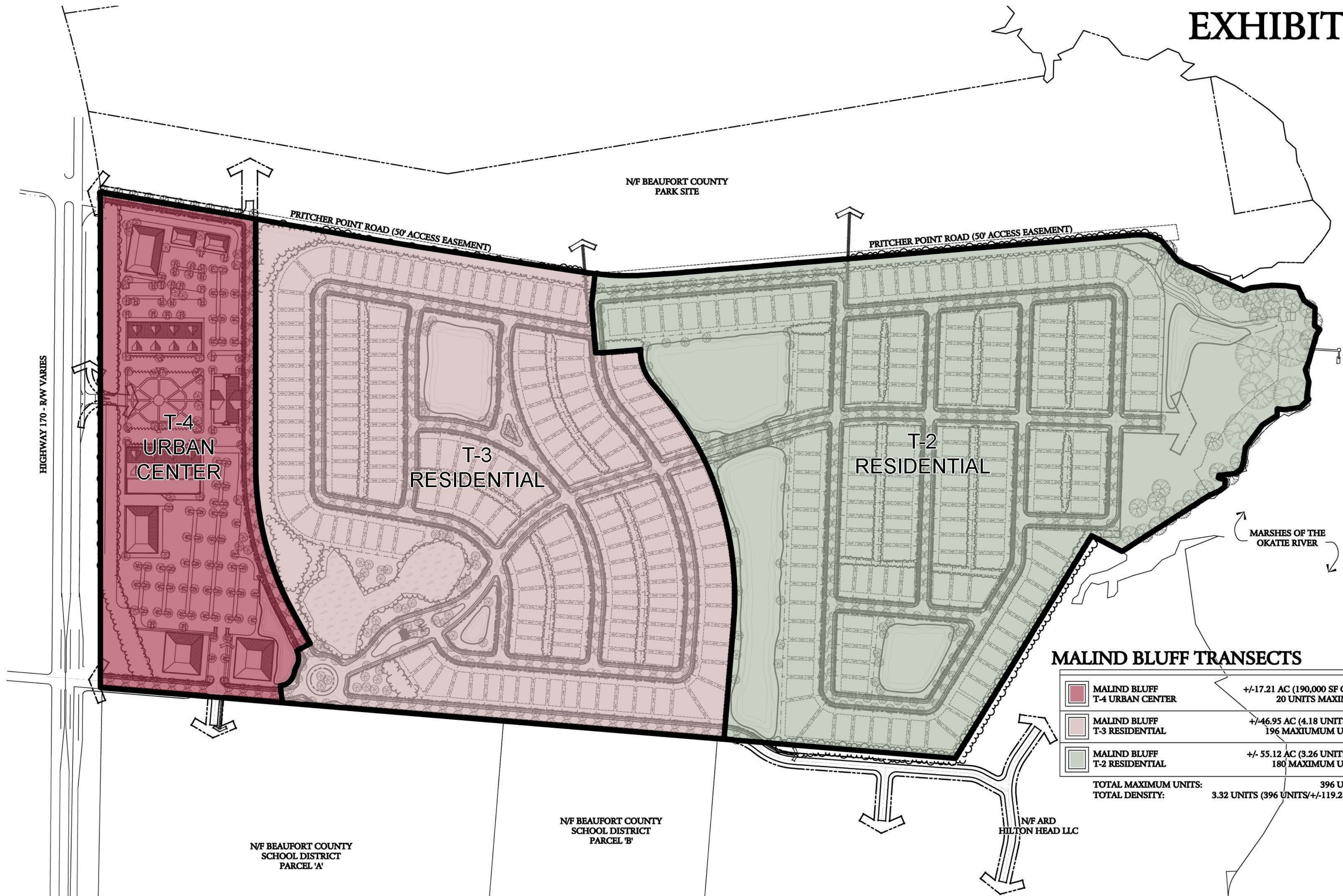
I, the undersigned Notary, do hereby certify **J. Nathan Duggins, III, in his capacity as Manager of Malind Bluff Development, LLC**, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 2014.

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



# EXHIBIT I



## MALIND BLUFF TRANSECTS

MALIND BLUFF T-4 URBAN CENTER	+/-17.21 AC (190,000 SF COM) 20 UNITS MAXIMUM
MALIND BLUFF T-3 RESIDENTIAL	+/-46.95 AC (4.18 UNITS/AC) 196 MAXIMUM UNITS
MALIND BLUFF T-2 RESIDENTIAL	+/- 55.12 AC (3.26 UNITS/AC) 180 MAXIMUM UNITS
TOTAL MAXIMUM UNITS: 396 UNITS	
TOTAL DENSITY: 3.32 UNITS (396 UNITS/+/-119.28 AC)	

PREPARED FOR:  
MALIND BLUFF DEVELOPMENT LLC

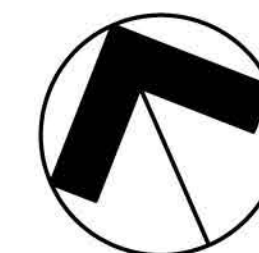
## OSPREY POINT (MALIND BLUFF) TRANSECT MAP

BEAUFORT COUNTY, SOUTH CAROLINA

July 29, 2014

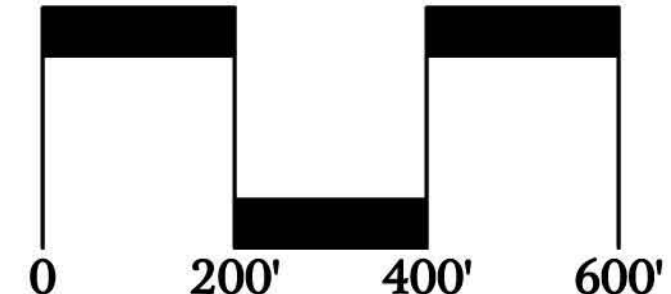


PREPARED BY:  
**J. K. TILLER ASSOCIATES, INC.**  
LAND PLANNING LANDSCAPE ARCHITECTURE  
TEN PINCKNEY COLONY ROAD SUITE 101 BLUFFTON, SC 29909  
Voice 843.815.4800 jktiller@jktiller.com Fax 843.815.4802



NORTH

GRAPHIC SCALE



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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 *DT*

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:

<u>CONTRACTORS</u>	<u>Total Bid</u>
J.R. Wilson Construction	\$265,834
Cleland 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.

**FUNDING:** 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.

**RECOMMENDATION:** 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 *GK*  
Josh Gruber, Deputy County Administrator *JG*  
Alicia Holland, Chief Financial Officer *AH*  
Tony Criscitiello, Planning Director *TC*  
Rob McFee, Director of Engineering and Infrastructure *RM*  
Monica Spells, Compliance Officer *Spells*

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



PURCHASING DEPARTMENT



<b>Project Name:</b>	Crystal Lake
<b>Project Number:</b>	IFB # 090814
<b>Project Budget:</b>	
<b>Bid Opening Date:</b>	Sept. 24, 2014
<b>Time:</b>	3:00 PM
<b>Location:</b>	Building #2 102 Industrial Village Rd, Beaufort, SC
<b>Bid Administrator:</b>	Dave Thomas, Beaufort County Purchasing Director
<b>Bid Recorder:</b>	David Coleman, Beaufort County CIP Manager

a following bids were received for the above referenced project.

[illegible]

Beaufort County posts PRELIMINARY bid tabulation information within 2 business days of the advertised bid opening. Information on the PRELIMINARY bid tabulation is posted as it was read during the bid opening. Beaufort County makes guarantees as to the accuracy 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 tab will be posted online.

OK In \_\_\_\_\_

Administrator Signature

2102

**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 SDBE Vendor List	1	1
3	Included Copy of Written Notice to SDBE	1	1
4	Provided Proof of Sending Written Notice to SDBE	1	1
5	Sent Bid Notice to SDBE 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
	<b>Total</b>	<b>10</b>	<b>10</b>

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 SBE Firm Name	Type	Location	Scope	Proposed Amount
<b>Cleland Site Prep, Inc.</b> Bluffton, SC	Tobin Construction	MBE	Hilton Head Island, SC	Erosion Control	\$2,848
<b>J.R. Wilson Construction Co., Inc.</b> Varnville, SC	The Greenery	SBE	Hilton Head Island, SC	Landscaping	\$30,099
	K Company	SBE	Bluffton, SC	Concrete	\$26,527
	Lane Construction Corporation	SBE	Beaufort, SC	Asphalt Paving	\$21,200

MBE = Minority Business Enterprise

SBE = Small Business Enterprise

WBE = Woman Business Enterprise





**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.

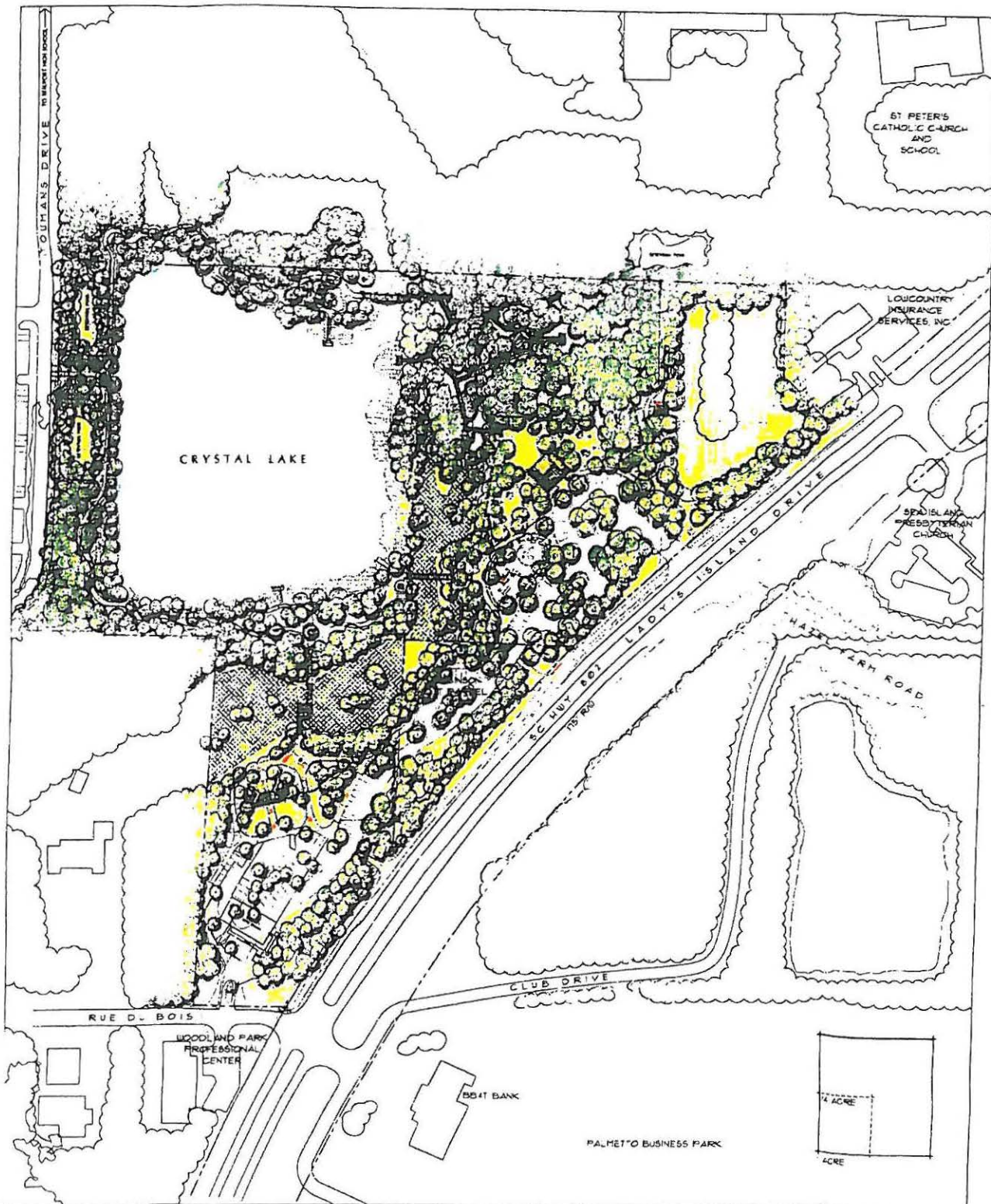
Mr. Rodman said this item came out of Finance Committee. Essentially, the County would be putting forward a guarantee to a bank that these funds would be paid, but, these are funds that are collected on the tax bill. There is actually no risk for us in doing that. Therefore, Mr. Rodman does think it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





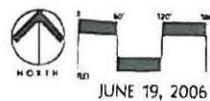
## CONCEPTUAL MASTER PLAN

### CRYSTAL LAKE PRESERVE PARK

BEAUFORT COUNTY, SOUTH CAROLINA

PREPARED FOR  
BEAUFORT COUNTY PARKS AND LEISURE SERVICES

**LandPlan**  
LANDSCAPE ARCHITECTS  
P.L.L.C.



JUNE 19, 2006



# SITE DEVELOPMENT PLAN FOR CRYSTAL LAKE PARK - INTREPRETIVE CENTER PHASE 2B LADY'S ISLAND DRIVE & RUE DU BOIS INTERSECTION LADY'S ISLAND BEAUFORT COUNTY, SOUTH CAROLINA



CRYSTAL LAKE PARK INTERPRETIVE CENTER  
BJWSA NUMBER: 2013-039

VICINITY MAP  
SCALE: 1"=200'

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"  
LATITUDE: 32°-24'-37"

DEVELOPER NAME:  
BEAUFORT COUNTY  
MR. TONY CASCIELLO  
100 BRADY ROAD  
BEAUFORT, S.C. 29902  
843-555-2140

PROJECT DATA INFORMATION:  
CRYSTAL LAKE PARK - INTERPRETIVE CENTER PHASE 2B  
DISTRICT # 9-201  
MAP # 018  
PARCEL # 038A, 038B, 018A, 208, 045A, & 0271  
PROJECT/ENGINEER OF RECORD  
FEMA FLOOD ZONE: A1

PHONE #:	PERMIT #:
B.J.W.S.A. 843.987.9250	-----
D.H.E.C. 843.522.3345	-----
O.C.R.M. 843.744.5895	-----
S.C.D.O.T. 843.524.7255	-----
S.C.E.A.G. 843.525.7712	-----
PAL. ELEC. 843.208.5512	-----

APPROVED FOR CONSTRUCTION  
BY: \_\_\_\_\_ DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

**Andrews & Burgess Inc.**  
Engineering & Surveying  
2712 Bull Street Suite A  
Beaufort, SC 29902  
843.379.2222  
Fax 843.379.2223



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## INDEX OF DRAWINGS

SHEET #	DESCRIPTION
NOTE	TITLE
1	LEGEND & NOTES
2	EXISTING SITE AND DEMOLITION PLAN
3	DRAINAGE, GRADING, AND SEDIMENT AND EROSION CONTROL
4	SEDIMENT AND EROSION CONTROL DETAILS
5	HORIZONTAL CONTROL AND TREE PROTECTION PLAN
6	SANITARY SEWER PLAN & PROFILE
7	SITE DETAILS I
	SITE DETAILS II
L1	LANDSCAPE PLAN
L2	PLANTING DETAILS AND SCHEDULE
LI-1	LIGHTING PLAN
CON	CONDUIT PLAN
1 of 1	PHASING PLAN

## DRAWING RELEASED FOR

<input type="checkbox"/> PLAN REVIEW	11/05/2013
<input type="checkbox"/> PERMIT DRAWINGS	07/01/2014
<input type="checkbox"/> CONSTRUCTION DRAWINGS	08/04/2014
<input checked="" type="checkbox"/> BID SET	08/04/2014
<input type="checkbox"/> RECORD DRAWINGS	
<input type="checkbox"/> OTHER:	

## PLAN REVISIONS

NO.	DESCRIPTION	DATE	BY
1			
2			
3			
4			
5			
6			
7			

BID SET: 08/04/14



## TYPICAL LINE TYPES

	CONSTRUCTED SHALE
	ROAD CENTERLINE (PROP & EXIST)
	CABLE TV LINE
	FIBER OPTICS
	CONDUIT LINE
	CHAIN LINK FENCE
	SQUARE WOODEN FENCE
	SALT FENCE
	TREE PROTECTION FENCE
	EXISTING PVC FOREMAN
	PROPOSED 1" PVC (C900-DP25) FOREMAN
	PROPOSED 2" PVC (C900-DP25) FOREMAN
	PROPOSED 4" PVC (C900-DP25) FOREMAN
	PROPOSED 6" PVC (C900-DP25) FOREMAN
	PROPOSED 8" PVC (C900-DP25) FOREMAN
	PROPOSED 10" PVC (C900-DP25) FOREMAN
	OVERHEAD POWERLINE
	EXISTING SANITARY SEWER LINE
	PROPOSED 12" SANITARY SEWER LINE
	PROPOSED 18" SANITARY SEWER LINE
	PROPOSED 24" SANITARY SEWER LINE
	FUTURE SANITARY SEWER LINE
	EXISTING GAS LINE
	4" DIP (DUCTILE IRON PIPE)
	6" DIP
	8" DIP
	10" DIP
	EXISTING PROPERTY LINE
	FUTURE PROPERTY LINE
	PROPOSED PROPERTY LINE
	EXISTING RIGHT OF WAY
	FUTURE RIGHT OF WAY
	PROPOSED RIGHT OF WAY
	EXISTING SETBACK
	FUTURE SETBACK
	TELEPHONE LINE
	UNDERGROUND POWER LINE
	3 UNDERGROUND TELEPHONE LINE
	UNDERGROUND TELEPHONE LINE
	PROPOSED 1" PVC (SDR17) WATERLINE
	PROPOSED 12" PVC (C900-DR25-CL100) WATERLINE
	PROPOSED 18" PVC (C900-DR25-CL100) WATERLINE
	PROPOSED 24" PVC (SDR17-CL200) WATERLINE
	PROPOSED 30" PVC (C900-DR25-CL100) WATERLINE
	PROPOSED 4" PVC (C900-DR25-CL100) WATERLINE
	PROPOSED 6" PVC (C900-DR25-CL100) WATERLINE
	PROPOSED 8" PVC (C900-DR25-CL100) WATERLINE
	PROPOSED 10" PVC (C900-DR25-CL100) WATERLINE
	EXISTING WATERLINE
	EXISTING 10" PVC WATERLINE
	EXISTING 12" PVC WATERLINE
	EXISTING 2" PVC WATERLINE
	EXISTING 4" PVC WATERLINE
	EXISTING 6" PVC WATERLINE
	EXISTING 8" PVC WATERLINE
	EXISTING 10" PVC WATERLINE
	FUTURE PVC WATERLINE
	STRIPPING LANE LINES
	STRIPPING FOR TURN LANES
	STRIPPED LANE MARKINGS

TYPICAL ABBREVIATIONS	
AC	AIR CONDITIONER
BS	BOTTOM OF BANK
BS	BUILDING CORNER
BO	BOTTOM OF DITCH
BMCHN	TEMP. BENCHMARK
BFC	BOTTOM FACE OF CURB
BSC	BACK OF BACKSLOPE
BSP	BACKSIGHT (POINTS)
BSW	BACK OF SIDEWALK
BW	BOTTOM OF WALL
CA	CORNER OF ASPHALT
CB	CATCH BASIN
CC	CORNER OF CONCRETE
CDK	CORNER OF DICK
CDK	CORNER OF GRAVEL
CI	CURB INLET
CLBP	CENTRELINE OF BIKE PATH
CLCP	CENTRELINE CATCH PATH
CLCR	CENTRELINE OF CREEK
CLD	CENTRELINE OF DITCH
CLINT	CENTRELINE OF INTERSECTION
CLP	CENTRELINE OF PAVEMENT
CLR	CENTRELINE OF ROAD
CLSW	CENTRELINE OF SIDEWALK
CMF	CONCRETE MONUMENT FOUND
CMP	CORRUGATED METAL PIPE
CMS	CONCRETE MONUMENT SET
CL	CLEAN OUT
COGO	CALCULATED POINT
COL	COLUMN
CP	CONTROL PANEL
CPL	CORNER OF POOL
CPL	CORRUGATED PLASTIC PIPE
CPT	S.C. GEOSTAT. CPT LINE
CSW	CORNER OF SIDEWALK
CTV	CABLE TELEVISION BOX
DK	DECK
EA	EDGE OF ASPHALT
EB	ELECTRIC BOX
EC	EDGE OF BIKE PATH
ED	EDGE OF CONCRETE
EDCM	ELECTRIC CONDUIT
EDK	EDGE OF DECK
EDR	EDGE OF DIRT ROAD
EDW	EDGE OF DRIVEWAY(DIRT/GRASS)
EG	EDGE OF GRAVEL
EW	EDGE OF WARMH
EMET	ELECTRIC METER
ECP	EDGE OF BIKE PATH
ETWB	ELECTRIC TUB-OUT
ESW	EDGE OF SIDEWALK
EW	EDGE OF WATER
	FENCE
FC	FENCE CORNER
FPE	FINISHED FLOOR ELEVATION
FL	FIRE HYDRANT
FL	FLARE
FLM	FIBER OPTIC WARMER
FP	FLAG POLE
FS	FORESIGHT
GI	GRATE INLET
GL	GROUND LIGHT
GPS	GPS CONTROL (POINTS)
GRV	GRAVE
ST	STAKE
GV	GRASS VALVE
GW	GUT WIRE
HPS	HANDCAP PARKING STRIPE
HSB	HOLE BIG
HT	HUB & TACK (POINTS)
IR	IRRIGATION METER
LEV	LEVANT ELEVATION
IRN	IRON PIN LOCATED (CORNER)
IPP	IRON PIN FOUND
IPS	IRON PIN SET
IV	IRRIGATION VALVE
L	LANDSCAPE ISLAND
LP	LIGHT POLE/LAMP POST
MB	MAIL BOX
MM	MONITOR WELL
NML	NORMAL WATER LEVEL

TYPICAL ABBREVIATIONS	
OHF	OVER HEAD WIRE
PC	PORCH CORNER
A	POINT OF INTERSECTION
PM	P/M NAIL (AS SETUPS)
PP	POWER POLE
PS	PAVING STRIPE
PVC	POLYVINYL CHLORIDE PIPE
PM	P/M NAIL
PCP	PORTLAND CEMENT CONCRETE PIPE
PM	MANHOLE PIN
HP	EDGE OF HP-RAP
RP	RADIUS POINT
SB	SETBACK
SD	STORM DRAIN
SDW	STORM DRAIN MANHOLE
SDWCK	SIGN (HEAD A DESC.)
SH	SPRINKLER HEAD
SLM	SEWER LATERAL
SLM	SEWER LINE MARKER
SM	SANITARY SEWER MANHOLE
STOP	STOP BAR
STP	STEP
STW	SETUP WALL
SV	SEWER VALVE
DW	SEWER VALVE MARKER
SWB	BACK OF SIDEWALK
T	TOP SHOT (ELEVATION)
TC	TOP OF CURB
TR	TOP OF ROAD
TBN	TEMPORARY BENCHMARK
TEL	TELEPHONE PEDESTAL
TR	TR TO SETUP NAIL
TL	TREE LINE
TW	TELEPHONE MANHOLE
TP	TOP OF PIPE
TRF	TRANSFER POINT
TRF	TRANSITION
TRB	TRAVELING STOP BAR
TR	TOP OF WALL
UC	UNDERGROUND CABLE TV
UE	UNDERGROUND ELECTRIC
UFO	UNDERGROUND FIBER OPTIC
UG	UNDERGROUND GAS LINE
UGM	UNDERGROUND GAS MARKER
USS	UNDERGROUND SANITARY SEWER
UT	UNDERGROUND TELEPHONE
UF	UNDERGROUND WATER
W	WORKED CLAY PIPE
WELL	WATER WELL
WF	WATER FOUNTAIN
WL	WHITE LINE
WLAT	WATER LATERAL
WM	WHITE LINE MARKER
WU	WATER METER
WP	WATER PIPE
WT	WATER TANK
WV	WATER VALVE
WVM	WATER VALVE MARKER
YL	YELLOW LINE
SURFACES	
END	END (EX. SPEC.END)
OL	ON LINE (EX. SPEC.OL)

TYPICAL LEGEND UNLESS OTHERWISE NOTED	
METAL ROOF	
DEMOLITION	
LAGOON/POND	
EXISTING ASPHALT PAVEMENT	
CONCRETE PAVEMENT	
STONE OR RAP ON DRAIN PAVEMENT	
BRICK PAVEMENT	
TOP ASPHALT PAVEMENT	
PERVIOUS PAVEMENT	
EDGE OF PAVEMENT	
TOP OF BANK	
EXISTING STOP ELEVATION	
LANDSCAPE AREA	
CONCRETE MARKER	
TEMPORARY BENCHMARK	
CURB INLET	
DRAINAGE MANHOLE	
PROP FIRE HYDRANT	
WATER VALVE	
WATER VALVE WARNER	
POST INDICATOR VALVE	
MOUNTING WELL	
SPRINKLER HEAD	
SANITARY SEWER MANHOLE	
SANITARY SEWER CLEAN OUT	
PERFORMANCE	
EXISTING POWER POLE	
OUT WIRE	
LIGHT POLE	
AIR CONDITIONER	
FIBER OPTIC MANHOLE	
UNDERGROUND GAS MARKER	
MAILBOX	
DEP. CROSSING	
PROP. STORM DRAIN	
EXISTING STORM DRAIN	
TOP OF PAVEMENT	
TOP OF CURB	
TOP OF SIDEWALK	
FINISHED GRADE	
EXISTING CONTOUR	
PROPOSED CONTOUR	
EDGE OF GRAVEL	
BOTTOM OF BANK	
CS	
SHOULDER	
IRON PIN	
SIGNAL BOX	
GRATE INLET	
CATCH BASIN	
EXIST FIRE HYDRANT	
IRRIGATION VALVE	
WATER METER	
FIRE DEPT. CONNECTOR	
WELL	
MOSE BOX	
SEWER VALVE	
CABLE TV BOX	
TELEPHONE PEDESTAL	
ELECTRIC BOX	
GROUND LIGHT	
SIGN	
GAS VALVE	
FLAG POLE	
17.50	
178.50	
1815.20	
1813.50	
18.00	
1.9	

# GENERAL NOTES:

1. NO DITCH WORK SHALL BEGIN ON A REGULATED SITE UNTIL THE DOWN LAKE DRAINAGE DISTRICT IS NOTIFIED IN WRITING. THIS WORK IS PROHIBITED IF A DRAINAGE DISTRICT HAS BEEN DETERMINED BUT FENCE HAS BEEN INITIATED.
2. A HORIZONTAL / VERTICAL CONTROL MONUMENT HAS BEEN DESIGNATED BY THE ENGINEER. THE VERTICAL CONTROL IS A BENCH MARK AND THE HORIZONTAL DATUM IS NA83.
3. ALL PAVED DRIVEWAYS (SIDE / ROAD RIGHTS, PARKING LOTS, LANDSCAPED DRIVEWAYS, ETC.) ARE GIVEN TO THE EDGE OF PAVEMENT ON BACK OF CURB, AS SHOWN ON DRAWINGS.
4. ALL BUILDING TIES ARE PERPENDICULAR TO THE PROPERTY LINES.
5. CONTRACTOR TO IDENTIFY AND LOCATE ALL UNDERGROUND UTILITIES PRIOR TO STARTING CONSTRUCTION.
6. CONTRACTOR RESPONSIBLE FOR TRAFFIC CONTROL AND SAFETY DURING CONSTRUCTION.
7. CONTRACTOR RESPONSIBLE FOR SECURING SITE DURING NON-WORKING HOURS TO ENSURE PROTECTIVE FENCE REMAINS IN PLACE.
8. THE GENERAL CONTRACTOR AND SUB-CONTRACTORS SHALL BE AWARE THAT SOME PART OF ALL OF THE CONSTRUCTION OF THIS PROJECT WILL FALL UNDER THE JURISDICTION OF SPECIFIC ORDINANCES RELEVANT TO A DEDICATED OR BENEFICIARY CLASS (ENDEAVORMENT MODEL). UNITED STATES ARMY CORPS OF ENGINEERS, BETHLEHEM DIVISION, IS THE ESTABLISHED JUDICIAL JURISDICTION. SO-SHOWN PROPERTY, TO BE DEDICATED TO THE WATER AND SEWER AUTHORITY OF JURISDICTION, IT SHALL BE THE CONTRACTOR'S SOLE RESPONSIBILITY TO CONFIRM THE DESIGN AND CONSTRUCTION OF THE PROJECT WITHIN THE JURISDICTION OF THE PROJECT DURING THE IMPACTED PORTION OF CONSTRUCTION.
9. THE WATER AND SEWER CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR THE INSTALLATION OF WATER AND SEWER LINES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ALL DETAILS OF THE WATER AND SEWER AUTHORITY OF JURISDICTION, THE LOCATION OF WATER AND SEWER LINES, THE LOCATION OF THE PLANS TO BE USED FOR THE DESIGN, AND HAS BEEN SHOWN ON THESE DRAWINGS FOR REFERENCE PURPOSES ONLY. SEE DETAILS ON DRAWINGS FOR ADDITIONAL INFORMATION.
10. ALL DEDICATED FIRE LINES FROM PVI TO BUILDING AND ETC'S TO BE DESIGNED & INSTALLED BY FIRE SPRINKLER DESIGN/ENGINEER SPRINKLER CONTRACTOR.
11. CONTRACTOR IS DESIGNATED ASIDE ASIDE AS REQUIRED A PROTECTIVE SYSTEM DESIGNED BY A REGISTERED PROFESSIONAL ENGINEER. THE SYSTEM SHALL BE IN PLACE WITHIN 24 HOURS OF THE START OF CONSTRUCTION.
12. CONTRACTOR MUST TAKE NECESSARY ACTION TO MINIMIZE THE TRACKING OF MUD ONTO EXISTING ROADWAYS FROM CONSTRUCTION AREAS.

# CONSTRUCTION SEQUENCE

1. RECEIVE PERMITS COVERING FROM DNR
2. PRE-CONSTRUCTION MEETING (ON-SITE) IF MORE THAN 10 DISTURBED AND NON-LEAKAGE AREAS. MEETING MUST BE HELD WITHIN 48 HOURS PRIOR TO BEGINNING LAND-DISTURBING ACTIVITIES.
3. INSTALLATION OF CONSTRUCTION ENTRANCES
4. CLEARING & GRUBBING ONLY AS NECESSARY FOR INSTALLATION OF PIONEER CONTROLS
5. CLEARING & GRUBBING ONLY IN AREAS OF BASIN/TRANSFORMATIONS
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**UTILITY NOTES:**

- 1. SHOWN ON PLAN ARE KNOWN UNDERGROUND UTILITIES HOWEVER, NOT KNOWN BUT POSSIBLY DISCOVERED IN THE AREA OF THE SITE ARE OTHER BURIED UTILITIES INCLUDING, BUT NOT NECESSARILY LIMITED TO:
  - A. TELEPHONE
  - B. FIBER OPTICS
  - C. CABLE TELEVISION
  - D. POTABLE WATER
  - E. SANITARY SEWER
  - F. GAS
  - G. STORM / TRANSMISSION LINE
  - H. STORM SEWER

[NOTE: ALL UTILITIES ENCOUNTERED TO BE PROTECTED DURING CONSTRUCTION]

2. WHEN ENCOUNTERED, THE CONTRACTOR SHALL PROVIDE THE ENGINEER WITH WRITTEN GROUNDING INFORMATION PERTAINING TO THE VERTICAL & HORIZONTAL LOCATION OF UTILITY LOCATIONS.

3. ADDITIONAL COST ASSOCIATED WITH THE LOCATING, RELOCATING DUE TO CONFLICTS OR DELAYS AS A RESULT OF OTHER UNDERGROUND UTILITIES ENCOUNTERED WILL BE THE RESPONSIBILITY OF THE OWNER.

4. THOSE COSTS INCURRED ADDITIONAL PILING, BORING, EXCAVATE CUT & PATCH, GRADING & GRABBING, STABILIZATION & GRABBING, OR OTHER SPECIAL CONSTRUCTION TECHNIQUES TO BE CHARGED AT THE UNIT BID PRICE ON A NEGOTIATED FEE.

**TREE PROTECTION & REMOVAL NOTES:**

INSTALL ALL TREE PROTECTION FENCE PRIOR TO THE COMMENCEMENT OF CONSTRUCTION.

[illegible]

GRADING LEGEND	
..23.00	EXISTING SPOT ELEVATION
..61.00=	EXISTING CONTOURS
	PROPOSED CONTOURS
TP22.07	PROPOSED SPOT ELEVATION (TOP OF PAVEMENT)
TS34.84	PROPOSED SPOT ELEVATION (TOP OF SIDEWALK)
TC24.84	PROPOSED SPOT ELEVATION (TOP OF CURB)
FG24.84	PROPOSED SPOT ELEVATION (FINISH GRADE)
LP22.30	PROPOSED SPOT ELEVATION (LOW POINT)
HP22.70	PROPOSED SPOT ELEVATION (HIGH POINT)

PLAN REVISIONS		
NO	DESCRIPTION	DATE BY
1	-	-
2	-	-
3	-	-
4	-	-
5	-	-
6	-	-
7	-	-
8	-	-

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27112 LBJ Suite 300-A  
Austin, TX 78746  
Tel: 512/379-2222  
Fax: 512/379-2223

**Andrews  
& Burgess Inc.**  
Engineering & Surveying

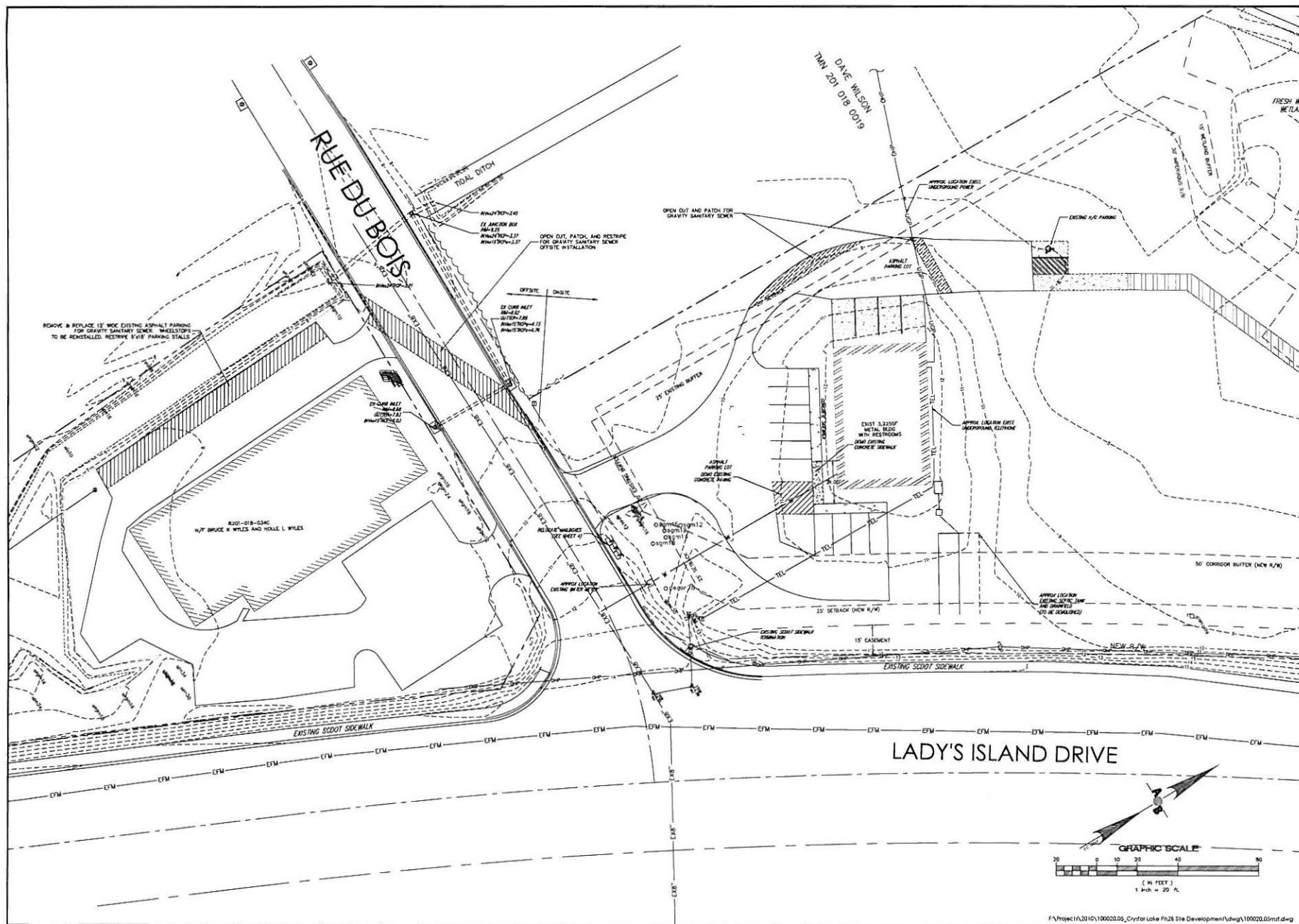
Preliminary Site Plan  
For  
Crystal Lake Park  
S.C. Hwy. 802  
Lady's Island  
Beaufort County, SC

Legend  
and  
Notes

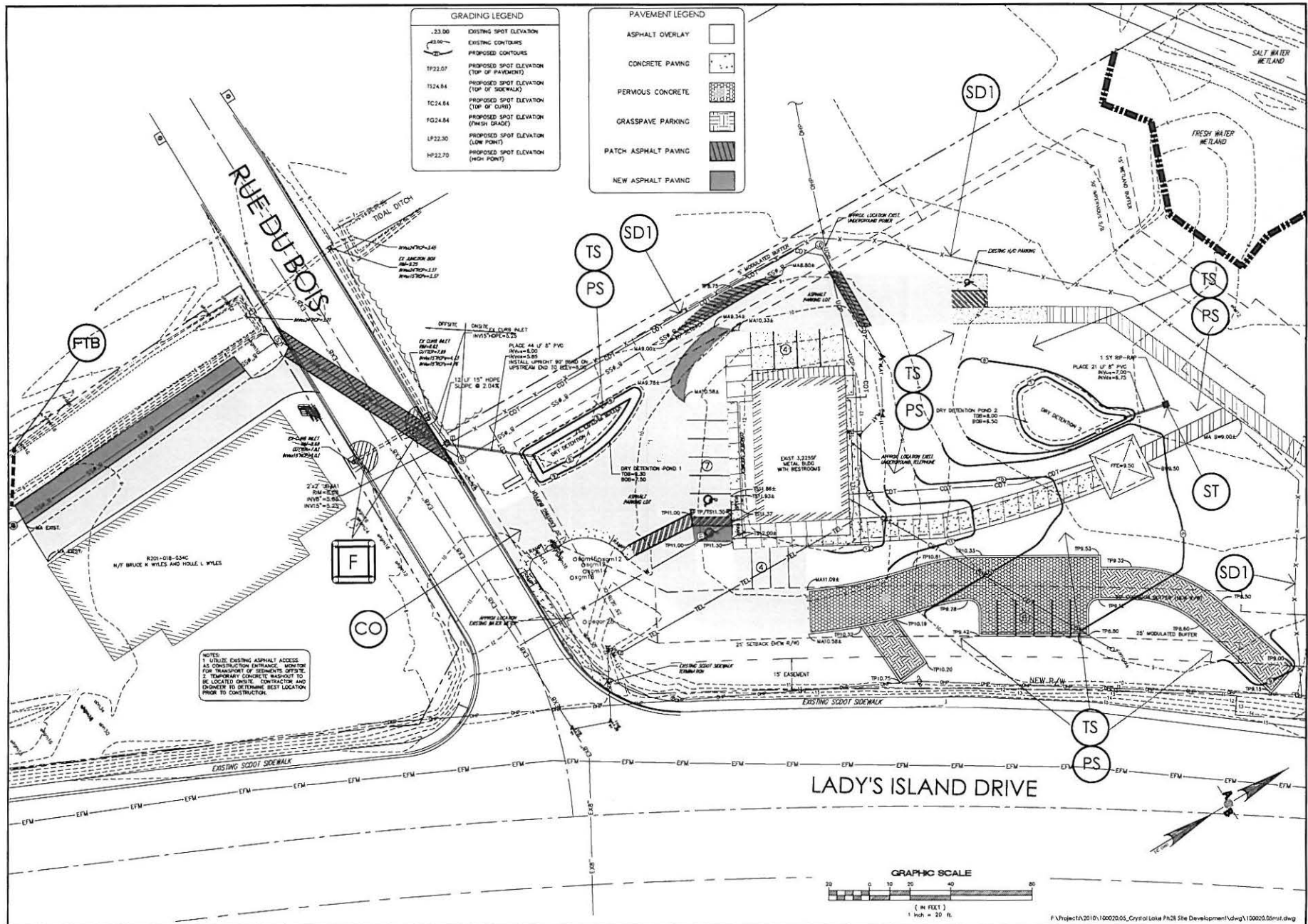
Date Drawn:	12/11/10
Last Revised:	08/04/14
Drawn By:	R. Crispy
Engineer:	S. Andrews

SHEET #:  
**Note**  
JOB: 100020

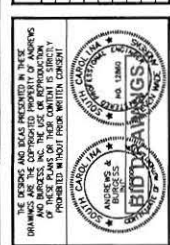








PLAN REVISIONS	
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**Andrews & Burgess Inc.**  
Engineering & Surveying

2713 Bull Street, Suite A  
Beaufort, SC 29902  
843.739.3222  
Fax 843.739.3223

Site Development Plan  
For  
Crystal Lake Park  
S.C. Hwy. 602  
Lady's Island  
Beaufort County, SC

Drainage, Grading,  
and Sediment and Erosion  
Control Plan

Date Drawn: 09/11/13  
Last Revised: 04/04/14  
Drawn By: R. Cosby  
Engineer: S. Andrews

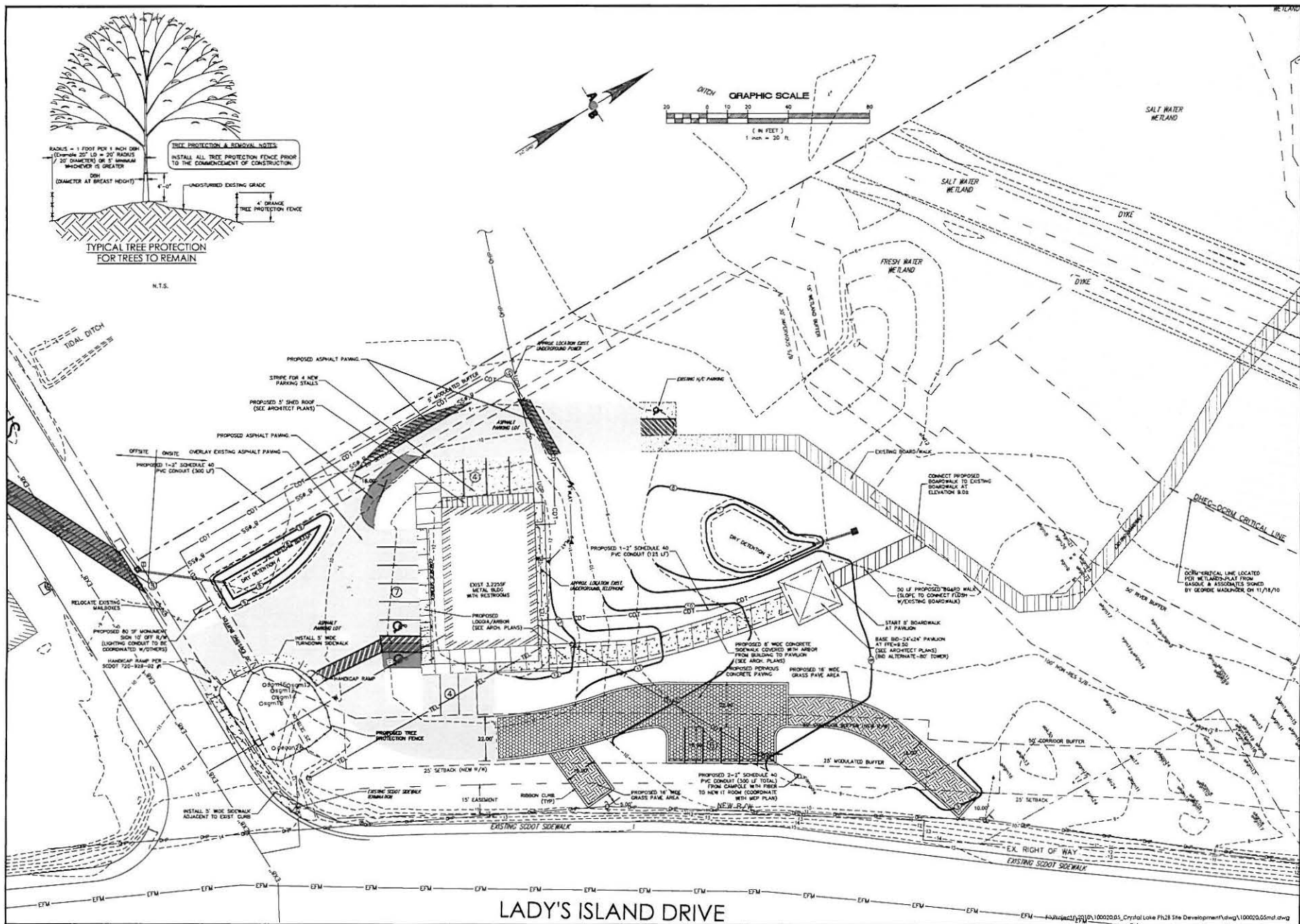
SHEET #:  
**2**

JOB: 100020.05









PLAN REVISIONS			
NO.	DESCRIPTION	DATE	BY
1	SITE PLAN REVISION PER BEAUFORT CO.	12/07/13	RC
2			
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**ANDREW & BURGESS INC.**  
 2712 BULL SHOOT SUE A  
 BEAUFORT, SC 29506  
 843.375.2222  
 843.375.2223

**Andrews & Burgess Inc.**  
 Engineering & Surveying

Site Development Plan  
 For  
 Crystal Lake Park  
 S.C. Hwy. 802  
 Lady's Island  
 Beaufort County, SC

Horizontal Control and Tree Protection Plan

Date Drawn: 09/11/13  
 Last Revised: 06/04/14  
 Drawn By: R. Cosby  
 Engineer: S. Andrews

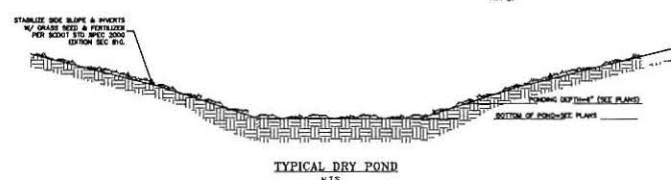
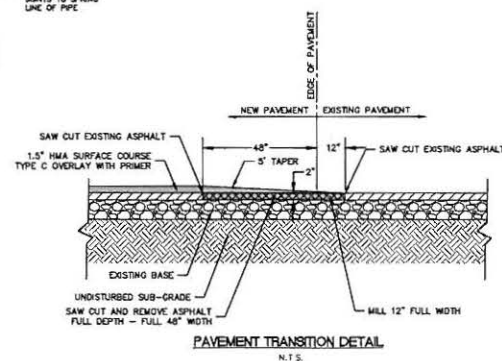
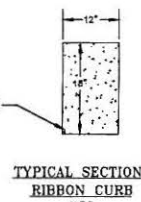
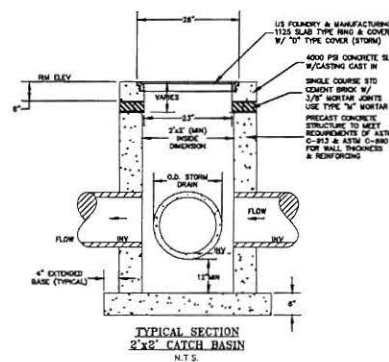
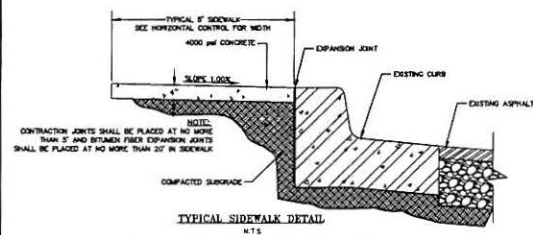
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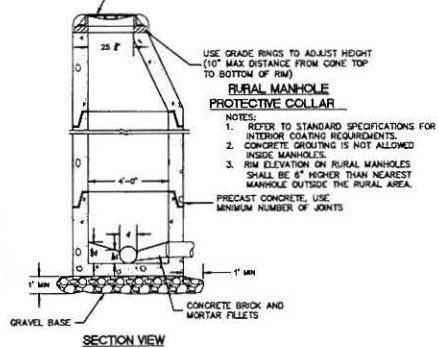
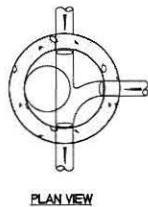
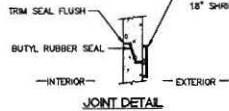
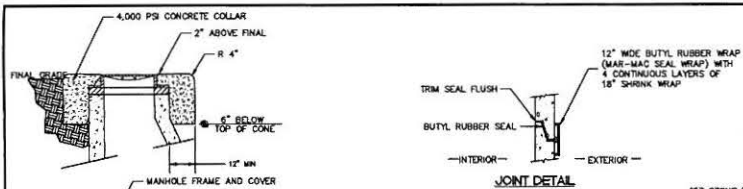




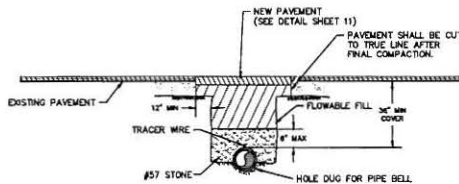


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6  
JOB: 100020.05





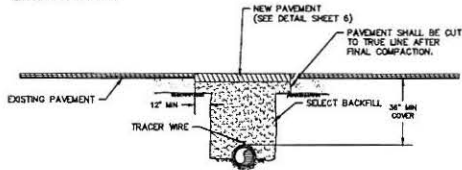
STANDARD MANHOLE



PAVED AREA DETAIL

BEDDING PRESSURE PIPE DETAIL

- NOTES:
1. PAVEMENT CUT TO EXTEND 12" BEYOND EDGES OF TRENCH AS SHOWN.
  2. INSTALL NEW PAVEMENT PER SCOOT ENCROACHMENT PERMIT.
  3. ALL INSTALLATIONS IN PUBLIC ROADWAYS SHALL COMPLY WITH CONDITIONS OUTLINED ON APPLICABLE ENCROACHMENT PERMIT.



PAVED AREA DETAIL

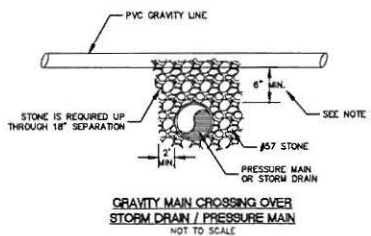
CONDUIT DETAIL

- NOTES:
1. PAVEMENT CUT TO EXTEND 12" BEYOND EDGES OF TRENCH AS SHOWN.
  2. INSTALL NEW PAVEMENT PER SCOOT ENCROACHMENT PERMIT.
  3. ALL INSTALLATIONS IN PUBLIC ROADWAYS SHALL COMPLY WITH CONDITIONS OUTLINED ON APPLICABLE ENCROACHMENT PERMIT.



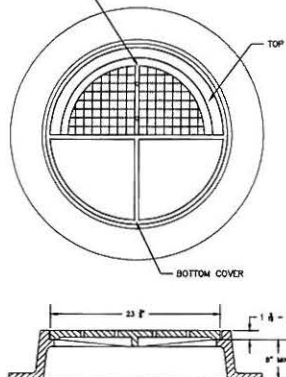
NOTES:

1. CASTINGS SHALL BE OF UNIFORM QUALITY, FREE FROM BLOWHOLES, POROSITY, HARD SPOTS, SHRINKAGE, DISTORTION OR OTHER DEFECTS. THEY SHALL BE SMOOTH AND WELL CLEANED BY SHOT BLASTING OR BY SOME OTHER APPROVED METHOD UNLESS AN ALTERNATIVE SPECIFICATION IS MADE.
2. MATERIALS USED IN THE MANUFACTURE OF CASTINGS SHOULD CONFORM TO ASTM, AASHTO, ASA, MIL, AMS OR FEDERAL SPECIFICATIONS FOR GRAY IRON OR DUCTILE IRON AS FOLLOWS: GRAY IRON-ASTM CLASS 35, DUCTILE IRON-GRADE 60-40-18.
3. ALL CASTINGS SHALL BE MANUFACTURED TRUE TO PATTERN.

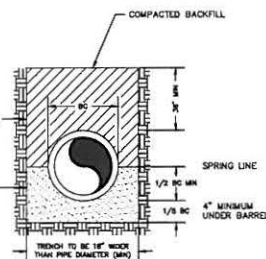


GRAVITY MAIN CROSSING OVER STORM DRAIN / PRESSURE MAIN NOT TO SCALE

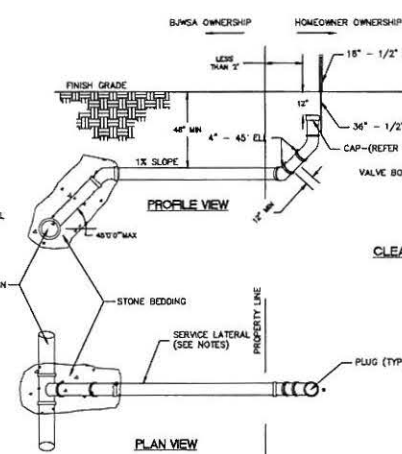
BEAUFORT-JASPER WATER & SEWER AUTHORITY LOGO TO BE CAST ON COVER CONTACT BEAUFORT JASPER WATER & SEWER AUTHORITY FOR INFORMATION



MANHOLE COVER AND FRAME



TYPICAL BEDDING FOR GRAVITY SEWER PIPE



SEWER SERVICE SINGLE

PLAN VIEW

PROFILE VIEW

PLAN VIEW

PROFILE VIEW

PLAN VIEW

PROFILE VIEW

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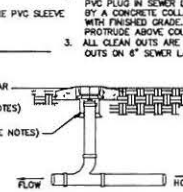
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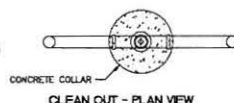
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- NOTES:
1. SERVICE LATERAL SHALL BE INSTALLED 12" BELOW FINISHED GRADE AND CAPPED IN A MANNER SUITABLE FOR PRESSURE TESTING.
  2. CLEAN OUTS IN GRADED AREA SHALL CONSIST OF PVC PLUG IN SEWER LOADED VALVE BOX SURROUNDED BY 4" CONCRETE COLLAR. COLLAR SHALL BE PLUGGED WITH FINISHED GRADE. VALVE BOX LID SHALL NOT PROTRUDE ABOVE COLLAR TOP.
  3. ALL CLEAN OUTS ARE TO BE 4", INCLUDING CLEAN OUTS ON 8" SEWER LATERALS.



CLEAN OUT INSTALLATION - PROFILE VIEW



CLEAN OUT - PLAN VIEW

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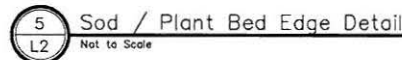
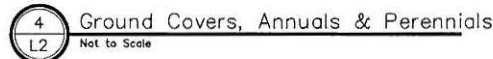












SYMBOL	QTY.	BOTANICAL NAME	COMMON NAME	CULPER	HEIGHT	SPREAD	ROOTS	NOTES
<b>TREES</b>								
QUM	3	Quercus virginiana	Live Oak	2'-3'	10'-12'	4'-6'	Cont.	Full
BAMA	4	Betula peltata	Catspaw Popl	-	8'-16'	-	SHB	Clear trunk up to 2'
TADI	3	Taxodium distichum	Bald Cypress	2'-3'	10'-12'	4'-6'	Cont.	Full
ASPA	3	Amelanchier florida	Red Buckeye	F. esp.	4'-8'	-	SHB	single trunk
CHM	3	Chamaecyparis virginiana	Princess Pine	F. esp.	3'-6'	2'-3'	Cont.	Full
<b>SHRUBS</b>								
CAWH	36	Calliandra leucantha	Banana Berry	-	10'-24'	2'-10'	3 Gal. Cont. Full	4'-6' O.C.
LYLI	11	Lycium hindsii	Passionbush	-	10'-24'	10'-24'	3 Gal. Cont. Full	
MYGE	3	Myrica caroliniana	Wax Myrtle	-	4'-8'	4'-8'	9 Gal. Cont. Full	10' O.C.
SENE	1	Senecio lappaceus	Saw Palmetto	-	10'-24'	2'-10'	3 Gal. Cont. Full	
CAGE	84	Calandrinia virginiana	Georgia Bell	-	6'-10'	6'-10'	3 Gal. Cont. Full	
ITVI	11	Ilex virginica	Sweetgum	-	10'-24'	2'-10'	3 Gal. Cont. Full	3 stems min.
<b>ORNAMENTAL GRASSES + FERNS</b>								
NPR	360	Nyctaginia flexilis	Gulf Piny Grass	-	2'-10'	-	1 Gal. Cont.	4' x 3' O.C.
TRCA	344	Thysanotus angustifolius	Pinkflower Grass	-	2'-10'	-	1 Gal. Cont.	4' x 3' O.C.
CHLA	31	Chloranthus laetifolius	Upland Asclepias	-	2'	-	1 Gal. Cont.	4' x 2' O.C. 3 stems min.
NOVI	61	Noviusia virginica	Virginia Chen Fern	-	2'	-	1 Gal. Cont.	4' x 2' O.C. 10'
SPBA	80	Spartina patens	Scud Grass	-	2'-3'	-	3 Gal. Cont.	4' x 2' O.C.
<b>GROUND COVERS, VINES + PERENNIALS</b>								
ADH	16	Aster multiflorus	Swamp Aster	-	2'-10'	2'-10'	1 Gal. Cont.	4' x 2' O.C.
LORE	3	Lonicera sempervirens	Coral Honeysuckle	-	14'-36"	-	3 Gal. Cont. Full	Train to grow up poles
<b>SOO</b>								
800	1500 SF		Carspree					
<b>MULCH + IRRIGATION</b>								
MULCH	1101 SF							
IRR	23,476 SF							

1. MATERIALS LIST WAS PREPARED FOR ESTIMATING PURPOSES. CONTRACTOR SHALL MAKE OWN QUANTITY TAKE-OFF USING DRAWINGS AND SPECIFICATIONS TO DETERMINE QUANTITIES TO HIS SATISFACTION. REPORTING PROPERLY ANY DISCREPANCIES WHICH MAY EFFECT BIDDING.
2. ROOT TYPES MAY BE FREELY SUBSTITUTED IN CASE OF BALLED AND BURLAPPED OR CONTAINER GROWN, ALL OTHER SPECIFICATIONS TO REMAIN UNCHANGED.
3. CONTRACTOR TO VERIFY THAT ALL PLANT MATERIAL IS AVAILABLE AS SPECIFIED WHEN PROPOSAL IS SUBMITTED.
4. SEE TREE, SHRUB, AND GROUND COVER PLANTING DETAILS AND SPECIAL PROVISIONS FOR PLANTING SPECIFICATIONS.
5. CONTRACTOR SHALL TEST SOIL PH AND CONDITIONS FOR ALL BOD AREAS TO INSURE THAT PROPER SOIL REQUIREMENTS ARE MET FOR THE BODDED LAWN. SOIL SHALL BE AMENDED BY CONTRACTOR AS INDICATED BY SOIL TEST AND SPECIFICATIONS TO ACHIEVE PROPER SOIL CONDITIONS.
6. CONTRACTOR SHALL STAKE OUT ALL SHRUB BED LINES, TREE LOCATIONS, AND SHRUB GROUPINGS FOR APPROVAL BY THE LANDSCAPE ARCHITECT BEFORE BEGINNING PLANTING OPERATIONS. IF PLANTING OCCURS WITHOUT APPROVAL, RELOCATION OF PLANTINGS REQUESTED BY THE LANDSCAPE ARCHITECT SHALL BE DONE AT THE CONTRACTOR'S EXPENSE.
7. ALL SHRUB BEDS TO RECEIVE 3" DEEP LONGLEAF PINE STRAW MULCH.
8. CONTRACTOR TO MAINTAIN THE PLANTINGS AND CONTROL WEEDS IN MULCH AREAS THROUGH THE DURATION OF CONSTRUCTION UNTIL FINAL ACCEPTANCE.
9. ALL PLANT BED AND BOD AREAS TO RECEIVE 100% IRRIGATION COVERAGE EXCEPT WHERE NOTED ON THE PLAN.
10. IN THE PLANT SCHEDULE, PLANTS NOTED AS "SPECIMEN" 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.
11. HERBICIDE SHALL BE APPLIED TO PLANTING AREAS PRIOR TO LANDSCAPE INSTALLATION.
12. PLANT BED SHALL BE TESTED FOR PH AND AMENDED PRIOR TO INSTALLATION.
13. PLANT SIZES AND SPECIES MAY VARY DUE 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.