



COUNTY COUNCIL OF BEAUFORT COUNTY

Community Development Department

Beaufort County Government Robert Smalls Complex
Administration Building, 100 Ribaut Road, Room 115
Mailing: Post Office Drawer 1228, Beaufort SC 29901-1228
Phone: (843) 255-2140 • FAX: (843) 255-9432

PLANNING COMMISSION

THURSDAY, September 6, 2018 at 6:00 p.m.
Council Chambers, Administration Building
100 Ribaut Road, Beaufort, South Carolina

In accordance with South Carolina Code of Laws, 1976, Section 30-4-80(d), as amended, all local media was duly notified of the time, date, place and agenda of this meeting.

1. COMMISSIONER'S WORKSHOP – 5:30 P.M.
Community Development Office, Room 115, Administration Building
A. Training discussion
2. REGULAR MEETING – 6:00 P.M.
Council Chambers, Administration Building
3. CALL TO ORDER – 6:00 P.M.
4. PLEDGE OF ALLEGIANCE
5. REVIEW OF MEETING MINUTES FROM PREVIOUS MEETINGS
6. CHAIRMAN'S REPORT
7. PUBLIC COMMENT ON NON-AGENDA ITEMS
8. ADMINISTRATIVE APPEAL OF THE STAFF REVIEW TEAM (SRT) APPROVAL OF THE UNDEVELOPED, UNSUBDIVIDED PORTION OF BEST BUY COMMERCIAL CENTER AT 1031, 1033, 1037, AND 1039 FORDING ISLAND ROAD R600-032-000-0455-0000; KNOWN AS OSPREY COVE APARTMENTS) **FINAL** (RECONSIDERATION); APPELLANTS: THE CRESCENT PROPERTY OWNERS ASSOCIATION, INC, ET. AL. ([backup](#))
9. DISCUSSION OF PROPOSED PASSIVE PARK ORDINANCE FOR REVIEW AND COMMENT; STAFF: STEFANIE NAGID, PASSIVE PARK MANAGER ([backup](#))
10. DISCUSSION OF PROPOSED PASSIVE PARK WORK PLAN FOR REVIEW AND COMMENT; STAFF: STEFANIE NAGID, PASSIVE PARK MANAGER ([backup](#))
11. TEXT AMENDMENT TO THE BEAUFORT COUNTY COMMUNITY DEVELOPMENT CODE (CDC): APPENDIX B, DAUFUSKIE ISLAND CODE TO AMEND THE DAUFUSKIE ISLAND PLAN ([backup](#))
12. NEW/OTHER BUSINESS:
 - A. New Business
 - B. Other Business: Next Scheduled Regular Planning Commission Meeting: Monday, October 1, 2018, at 6:00 p.m. in Council Chambers, County Administration Building, 100 Ribaut Road, Beaufort, South Carolina
13. ADJOURNMENT





MEMORANDUM

TO: Beaufort County, Planning Commission
FROM: Eric Greenway, AICP, Community Development Department
DATE: August 23, 2018
SUBJECT: Administrative Appeal of a Staff Review Team (SRT) Decision to Grant Final Approval to Osprey Cove Apartments proposed for property in and around the Best Buy Commercial Center as referenced by R600-032-000-0452-0000.

An application was submitted to the County's SRT for Final Approval of an apartment development located within the Best Buy commercial development fronting Fording Island Road. The property comprises five (5) acres and is zoned Regional Center Mixed Use (C5 RCMU) district.

The application was reviewed by the SRT on April 18, 2018. At that meeting, the SRT determined that the proposed development met the requirements of the Community Development Code (CDC) for Final Approval, including the zoning standards of the C5RCMU (e.g., maximum density, minimum lot size, minimum lot width, minimum setbacks). The SRT voted unanimously to grant conditional final approval of the project. Once all outstanding comments were addressed the plans would be approved for permitting. The April 18, 2018 SRT was appealed to the Planning Commission who heard the appeal on July 2, 2018. The Planning Commission ruled in favor of the appellants and remanded the issue back to the SRT for further review in accordance with the following motion: I move to grant the appeal of the Crescent Property Owners Association as Follows; There is no evidence of compliance with S.C code 6.29.114S and CDC 1.1.40, and so this matter is remanded to the SRT for the purpose of considering the "easement agreement" and whether or not there has been compliance with SC. Code 6.29.1145 and 1.1.40

The SRT reheard the matter on July 11, 2018 and decided after considering SC Code Section 6.29.1145 and the Beaufort County CDC Section 1.1.40 that the "easement agreement" was not a restrictive covenant nor was there any conflict with both the State statute or the County's CDC.

The appellant maintains that the SRT erred in their second decision to grant Final Approval to this development.



APPLICATION FOR ADMINISTRATIVE APPEALS OF DECISIONS BY THE STAFF REVIEW TEAM (SRT)

RECEIVED

AUG 09 2018

Community Development Dept

DATE OF SRT DECISION BEING APPEALED: 11 July 2018

FOR PLANNING DEPARTMENT USE ONLY

Appeal # _____ Date Rec'd Application: _____

Planning Commission

Hearing Date: _____ Application Received by: _____

The Crescent Property Owners' Association, Inc., Paul and Cindy Muzyk, Charles and Cindy Snyder, Katherine B. Beverly, and Michael and Ann Marie Lemire c/o Chester C. Williams, Esq. 843-842-5411

Appellant's Name Phone / Email Firm@CCWLaw.net c/o Chester C. Williams, Esq., PO Box 6028, Hilton Head Island, SC 29938

Appellant's Mailing Address (City, State and Zip Code)

1. PROPERTY INFORMATION:

A. Address of property affected by this Appeal:

Undeveloped, unsubdivided portion of Best Buy Commercial Center at 1031, 1033, 1037, and 1039 Fording Island Road, Bluffton, SC 29910

B. Property Identification Number (PIN): Portion of R600-032-000-0455-0000

2. SUBMISSION: Please attach a narrative describing in detail the reason for this appeal. Include any supportive information that substantiates your position. If the Appellant is not the owner of the affected property, include a notarized document signed by the property owner authorizing the appellant to represent the property owner in this appeal. Application submission must be received by the Beaufort County Community Development office no later than three (3) weeks before a scheduled Planning Commission meeting (call the Beaufort County Community Development office at 843-255-2140 for the scheduled meeting dates). See the attached Narrative.

3. FEE: An application processing fee of \$75.00 must accompany this application. Make checks payable to Beaufort County. Attached.

4. NOTIFICATION: NO LATER THAN 15 days prior to the hearing, the Appellant must: a. Mail a letter/notify in writing the property owners within 500 feet of the affected property (see the attached sample letter); and b. Give/provide the Community Development Department proof of the mailing (including a copy of the letter sent to the property owners; and a list of the property owners notified, including their property identification numbers (PIN) and addresses). Not applicable. See CDC Section 7.4.50.

5. HEARING TRANSCRIPTION: If verbatim minutes are required, the Appellant must hire a court reporter for his/her Planning Commission hearing and give a copy of those verbatim minutes to the Planning Department for County files. The Planning Commission will only provide summary, not verbatim, minutes of the proceedings.

I, the undersigned appellant, hereby submit this application with the attached information. The information and documents provided are complete and accurate to the best of my knowledge.

Handwritten signature of Chester C. Williams, Esq.

9 August 2018

Signature of Appellant Chester C. Williams, Esq., attorney for Appellants

Date

Exhibit A-1 (1 page)

**THE CRESCENT
PROPERTY OWNERS' ASSOCIATION, INC.**

10 Crescent Circle
Bluffton, SC 29910

2 August 2018

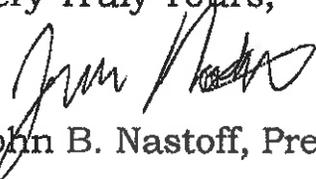
Mr. Eric Greenway
Community Development Director
PO Drawer 1228
Beaufort, SC 29901-1225

Re: Application for Appeal

Dear Mr. Greenway:

The Crescent Property Owners' Association, Inc. has authorized Chester C. Williams, Esq. to file on our behalf an appeal to the Beaufort County Planning Commission of the Beaufort County Staff Review Team's final approval on 11 July 2018, on remand from the Beaufort County Planning Commission, of the Osprey Cove Apartments project.

Very Truly Yours,


John B. Nastoff, President

JBN/

cc: Chester C. Williams, Esq.
Douglas C. MacNeille, Esq.

Exhibit A-2 (1 page)

AUTHORIZATION LETTER

2 August 2018

Mr. Eric Greenway
Community Development Director
PO Drawer 1228
Beaufort, SC 29901-1225

Re: Application for Appeal

Dear Mr. Greenway:

We own our home located at 3 Heritage Bay Court in The Crescent.

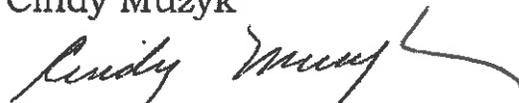
We personally join in the appeal to the Beaufort County Planning Commission of the Beaufort County Staff Review Team's final approval on 11 July 2018, on remand from the Beaufort County Planning Commission, of the Osprey Cove Apartments project to be filed on behalf of The Crescent Property Owners' Association, Inc., and we authorize Chester C. Williams, Esq. to include us individually as appellants in that appeal filing.

Very Truly Yours,

Paul Muzyk



Cindy Muzyk



cc: Mr. John B. Nastoff
Chester C. Williams, Esq.
Douglas C. MacNeille, Esq.

Exhibit A-3 (1 page)

AUTHORIZATION LETTER

2 August 2018

Mr. Eric Greenway
Community Development Director
PO Drawer 1228
Beaufort, SC 29901-1225

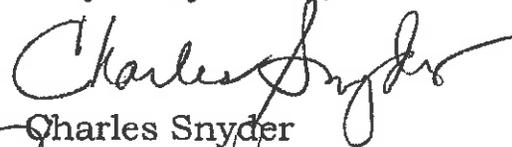
Re: Application for Appeal

Dear Mr. Greenway:

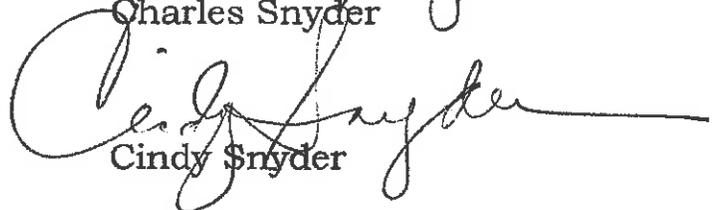
We own our home located at 1 Heritage Bay Court in The Crescent.

We personally join in the appeal to the Beaufort County Planning Commission of the Beaufort County Staff Review Team's final approval on 11 July 2018, on remand from the Beaufort County Planning Commission, of the Osprey Cove Apartments project to be filed on behalf of The Crescent Property Owners' Association, Inc., and we authorize Chester C. Williams, Esq. to include us individually as appellants in that appeal filing.

Very Truly Yours,



Charles Snyder



Cindy Snyder

cc: Mr. John B. Nastoff
Chester C. Williams, Esq.
Douglas C. MacNeille, Esq.

Exhibit A-4 (1 page)

AUTHORIZATION LETTER

2 August 2018

Mr. Eric Greenway
Community Development Director
PO Drawer 1228
Beaufort, SC 29901-1225

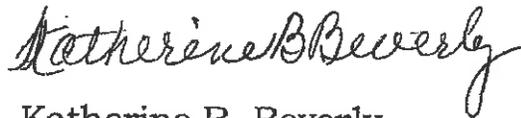
Re: Application for Appeal

Dear Mr. Greenway:

I own my home located at 6 Heritage Bay Court in The Crescent.

I personally join in the appeal to the Beaufort County Planning Commission of the Beaufort County Staff Review Team's final approval on 11 July 2018, on remand from the Beaufort County Planning Commission, of the Osprey Cove Apartments project to be filed on behalf of The Crescent Property Owners' Association, Inc., and I authorize Chester C. Williams, Esq. to include me individually as an appellant in that appeal filing.

Very Truly Yours,



Katherine B. Beverly

cc: Mr. John B. Nastoff
Chester C. Williams, Esq.
Douglas C. MacNeille, Esq.

Exhibit A-5 (1 page)

AUTHORIZATION LETTER

2 August 2018

Mr. Eric Greenway
Community Development Director
PO Drawer 1228
Beaufort, SC 29901-1225

Re: Application for Appeal

Dear Mr. Greenway:

We own our home located at 4 Heritage Bay Court in The Crescent.

We personally join in the appeal to the Beaufort County Planning Commission of the Beaufort County Staff Review Team's final approval on 11 July 2018, on remand from the Beaufort County Planning Commission, of the Osprey Cove Apartments project to be filed on behalf of The Crescent Property Owners' Association, Inc., and we authorize Chester C. Williams, Esq. to include us individually as appellants in that appeal filing.

Very Truly Yours,



Michael Lemire



Ann Marie Lemire

cc: Mr. John B. Nastoff
Chester C. Williams, Esq.
Douglas C. MacNeille, Esq.

COUNTY OF BEAUFORT
STAFF REVIEW TEAM
ACTION FORM

Exhibit B (1 page)

MEMBERS PRESENT– Hillary (Present/2nd Motion), Nancy (Present/For), Charles (Present/For), Eric (Present/1st Motion)
STAFF PRESENT – Anthony Criscitiello (Planning Director), Tamekia Judge (Zoning Analyst III), Eric Greenway (Assistant Director), Joshua Gruber (Interim County Administrator), Tanner Powell (Stormwater), Ryan Lyle (AES Representative), Paul Moore (WEE Representative), Amanda Flake (Natural Resource Planner), Paul Summerville (Council Chairman), Christopher Inglese (County Attorney), Colin Kinton (Traffic Engineer)

PROJECT NAME Osprey Cove Apartments		PROJECT TYPE Residential (Multi-family)		
APPLICANT/DEVELOPER NAME, ADDRESS, PHONE NUMBER Ward Edwards Engineering, P.O. Box 381 Bluffton, SC 29910				
PROJECT LOCATION Bluffton	PIN 600-32-452	LAND AREA (ACRES) 5	LOTS/UNITS 45	BLDG AREA (SQ FT)
DATE OF REVIEW 4/18/2018	OVERLAY DISTRICT HCOD	FIRE DISTRICT Bluffton	ZONING DISTRICT C5	

TYPE OF SRT REVIEW (CHECK ONE TO RIGHT): CONCEPTUAL PRELIMINARY FINAL

SRT ACTION (CHECK ONE BELOW):

APPROVED NO CONDITIONS:

DISAPPROVED / REASON(S):

APPROVED WITH CONDITIONS / CONDITIONS:

APPROVED SUBJECT TO CONDITIONS / LIST OF CONDITIONS:

- Applicant shall address Stormwater requirements.
- Applicant shall revise the site plan to show the connectivity, handicap parking spaces being distributed, sidewalks, and sign to be placed on property.
- Applicant shall pay the BJWSA capacity fees and submit permit to construct water and sewer.
- Applicant shall submit a revised Arborist report.
- Applicant shall submit a revised landscape plan showing plantings to the rear of the buildings.

DEFERRED / PLEASE SUBMIT THE FOLLOWING:



 ZONING AND DEVELOPMENT ADMINISTRATOR

4/18/2018
 DATE

COUNTY OF BEAUFORT
STAFF REVIEW TEAM
ACTION FORM

Exhibit C (1 page)

MEMBERS PRESENT – Hillary (Present/For), Nancy (Present/2nd Motion), Charles (Absent), Eric L. (Present), Eric G. (Present / For)
STAFF PRESENT – Tamekia Judge (Zoning Analyst III), Eric Greenway (Community Director), Tanner Powell (Stormwater /1st Motion), Christopher Inglesse (County Attorney)

PROJECT NAME: Osprey Cove Apartments
PROJECT TYPE: Residential (Multi-family)

APPLICANT/DEVELOPER NAME, ADDRESS, PHONE NUMBER
Ward Edwards Engineering, P.O. Box 381 Bluffton, SC 29910

PROJECT LOCATION	PIN	LAND AREA (ACRES)	LOTS/UNITS	BLDG AREA (SQ FT)
Bluffton	600-32-452	5	45	
DATE OF REVIEW	OVERLAY DISTRICT	FIRE DISTRICT	ZONING DISTRICT	
7/11/2018	HCOD	Bluffton	C5	

TYPE OF SRT REVIEW (CHECK ONE TO RIGHT): CONCEPTUAL PRELIMINARY FINAL

SRT ACTION (CHECK ONE BELOW):

APPROVED NO CONDITIONS:

DISAPPROVED / REASON(S):

APPROVED WITH CONDITIONS / CONDITIONS:

APPROVED SUBJECT TO CONDITIONS / LIST OF CONDITIONS:

- Having considered the SC State Code Section 6-29-1145, Community Development Code Division 1.1.40 and the "Easement Agreement" as required by the Planning Commission, Staff moved that the final plan be approved with conditions as previously stated. In order to determine whether or not an "Easement Agreement" is to be viewed as restricted covenants shall be determined by the court.
- DRB review will be completed by Staff.
- Applicant shall return to the Planning Commission for the appeal update from SRT.
- Applicant shall return to SRT. Staff shall notify the Crescent POA; beginning the 15-day notification.
- Applicant shall address all conditions as approved for Final.

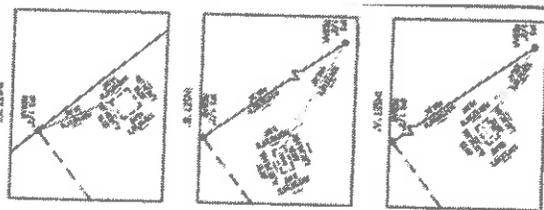
DEFERRED / PLEASE SUBMIT THE FOLLOWING:

ZONING AND DEVELOPMENT ADMINISTRATOR

7/11/2018
DATE

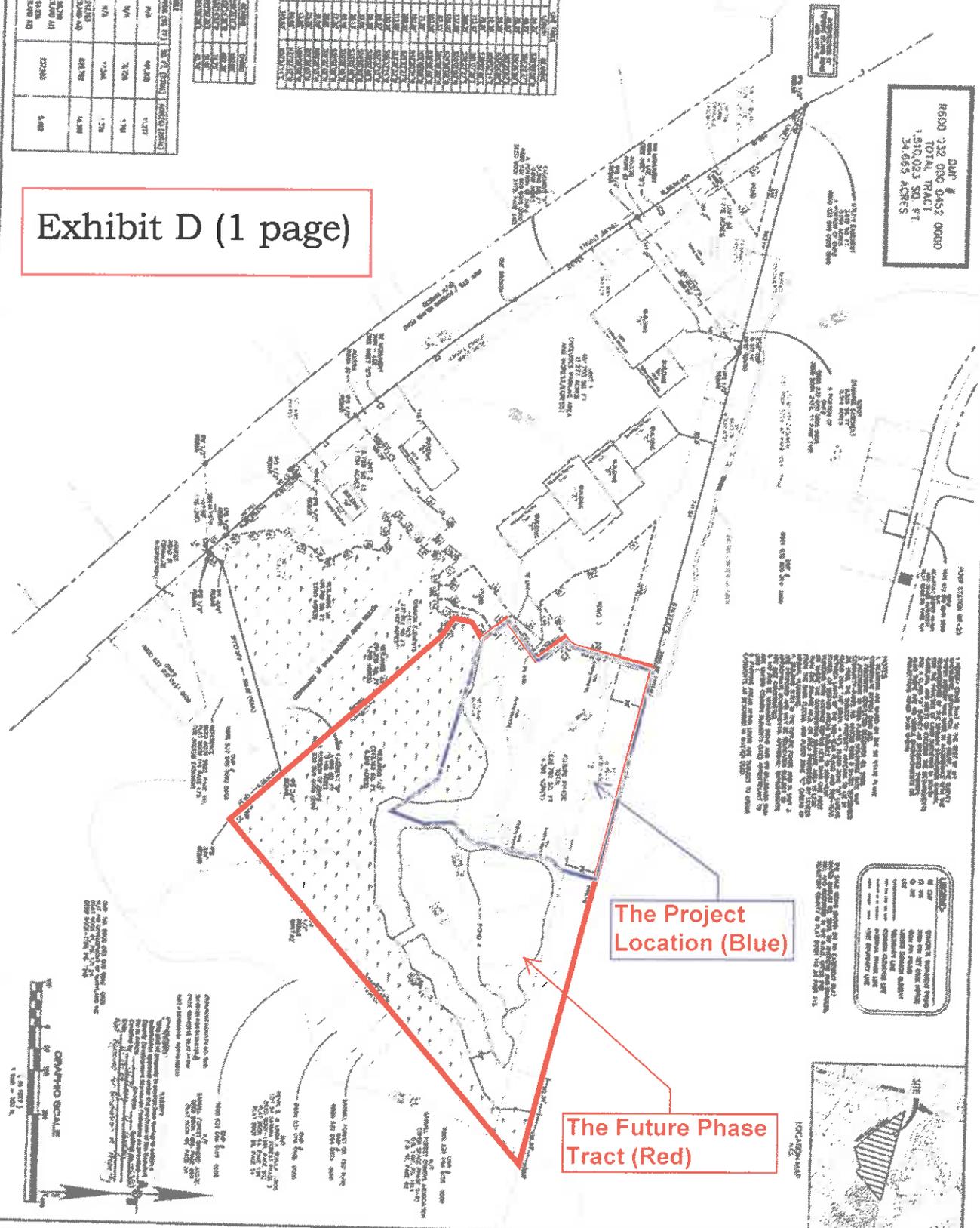
NO.	DESCRIPTION	DATE	BY
1	ISSUED FOR PERMITS AND BIDDING	7/1/18	JAC
2	REVISIONS TO PERMITS AND BIDDING	7/1/18	JAC
3	REVISIONS TO PERMITS AND BIDDING	7/1/18	JAC
4	REVISIONS TO PERMITS AND BIDDING	7/1/18	JAC
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7	REVISIONS TO PERMITS AND BIDDING	7/1/18	JAC
8	REVISIONS TO PERMITS AND BIDDING	7/1/18	JAC
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10	REVISIONS TO PERMITS AND BIDDING	7/1/18	JAC

NO.	DESCRIPTION	DATE	BY
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9	REVISIONS TO PERMITS AND BIDDING	7/1/18	JAC
10	REVISIONS TO PERMITS AND BIDDING	7/1/18	JAC



DWP # 132 030 0452 0000
 TRACT 1
 1,510,033 SQ. FT.
 24,065 ACRES

Exhibit D (1 page)



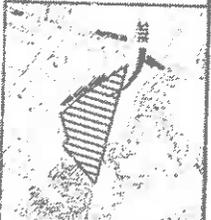
NOTICE: THIS PLAN IS THE PROPERTY OF ANDREW & BURGESS INC. AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF ANDREW & BURGESS INC. ANY REPRODUCTION OR TRANSMISSION OF THIS PLAN WITHOUT THE WRITTEN PERMISSION OF ANDREW & BURGESS INC. IS STRICTLY PROHIBITED.

The Project Location (Blue)

The Future Phase Tract (Red)



NO.	DESCRIPTION	DATE	BY
1	ISSUED FOR PERMITS AND BIDDING	7/1/18	JAC
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3	REVISIONS TO PERMITS AND BIDDING	7/1/18	JAC
4	REVISIONS TO PERMITS AND BIDDING	7/1/18	JAC
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9	REVISIONS TO PERMITS AND BIDDING	7/1/18	JAC
10	REVISIONS TO PERMITS AND BIDDING	7/1/18	JAC



JOB 233001
 SHEET 1
 of 2

FORWARD BY AND FORWARD
 BEARPORT COUNTY
 SOUTH CAROLINA

FORWARD BY AND FORWARD
 BEARPORT COUNTY
 SOUTH CAROLINA

Andrews & Burgess Inc.
 Engineering & Surveying
 1044 S. Highway 202, Suite 200
 Columbia, SC 29204
 803-733-4444
 Fax: 803-733-4444
 Email: info@ab-inc.com

THE SERVICES AND FEES PROVIDED BY ANDREW & BURGESS INC. ARE THE PROPERTY OF ANDREW & BURGESS INC. AND ARE NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF ANDREW & BURGESS INC. ANY REPRODUCTION OR TRANSMISSION OF THIS PLAN WITHOUT THE WRITTEN PERMISSION OF ANDREW & BURGESS INC. IS STRICTLY PROHIBITED.

NO.	DESCRIPTION	DATE	BY
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8	REVISIONS TO PERMITS AND BIDDING	7/1/18	JAC
9	REVISIONS TO PERMITS AND BIDDING	7/1/18	JAC
10	REVISIONS TO PERMITS AND BIDDING	7/1/18	JAC

22
27068
Following 907

Exhibit E (21 pages)

BEAUFORT COUNTY SC - ROD
BK 02259 PGS 1583-1609
FILE NUM 2005092578
10/31/2005 12:13:17 PM
REC'D BY S SMITH RCPT# 372848
RECORDING FEES 27.00

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT)

EASEMENT AGREEMENT
AND
CONSENT TO IMPROVEMENTS

THIS AGREEMENT (the "Agreement") is entered into as of this 25th day of October, 2005, ("Effective Date") by and among CRESCENT PROPERTY OWNERS ASSOCIATION, INC. ("CPOA"), and STAFFORD RHODES, LLC, a Georgia limited liability company (hereinafter "Stafford"), Stafford and CPOA being herein referenced to as "Party" or "Parties" as the consent permits);

WITNESSETH:

WHEREAS, Stafford is the owner of certain unimproved real commercial property known as the Stafford Property described on Exhibit A attached hereto and by reference incorporated herein (the "Stafford Property"); and

WHEREAS, Stafford intends to develop the Stafford Property as a commercial retail shopping center (the "Shopping Center"); and

WHEREAS, CPOA represents all of the residential property owners of separate parcels of real property located in the Crescent Plantation Subdivision Beaufort County, South Carolina (herein the "Residential Property") adjacent to the Shopping Center (the Residential and Stafford Properties being herein referred to as the "Properties") and described on Exhibit "C" hereto; and

WHEREAS, CPOA holds enforcement and other rights with respect to various covenants and restrictions applicable to all homeowners in the Residential Property, as described in plats and instruments recorded in the Office of the Register of Deeds for Beaufort County, South Carolina (the "Covenants and Restrictions") including, but not limited to, the following:

- 1). "A Subdivision Plat of The Crescent, Phase 1" dated 11/11/98, prepared by Coastal Surveying Co., Inc. by Antoine Vinel, S.C.R.L.S. No. 9064, and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Plat Book 69 at Page 165."
- 2). That certain set of restrictive covenants entitled "Covenants and Restrictions Affecting for the Crescent," dated March 9, 1999, and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Book 1146, Page 751; and

WHEREAS, certain agreements are necessary between CPOA and Stafford concerning the respective rights and obligations of the parties in connection with: (i) the location and size of the undisturbed buffer along the common property line separating the Properties; (ii) size and location of an earthen berm and screening fence along the eastern edge of such buffer; (iii) noise from the operation of the Shopping Center; (iv) screening the lighting fixtures of the proposed Shopping Center; (v) a height restriction on improvements constructed on the Shopping Center; and (vii) the granting of rights to deliver, store and stage equipment and related access rights over certain portions of the Residential Property hereinafter described as the "CPOA Easement Area".

WHEREAS, as requested by CPOA, Stafford has agreed to make certain modifications to the proposed development plans of the Shopping Center, in consideration of which CPOA shall: (i) consent

to said plans and reasonably cooperate with the execution of any documents required by Stafford's lender to affirm this agreement; (ii) consent to the location of such improvements proposed, provided such improvements are constructed in accordance with the plans; and (iii) grant the temporary easement rights hereafter described.

NOW THEREFORE, for and in consideration of the mutual promises and the agreements contained herein, and for other good and valuable consideration, the adequacy and sufficiency of which is hereby acknowledged by the parties hereto, CPOA and Stafford agree as follows:

1. **REQUIRED IMPROVEMENTS BY STAFFORD; CONSENT OF CPOA; EASEMENTS.** Stafford and CPOA agree as follows with respect to improvements to be made to the Stafford Property.

(a) (i) The Site plan, BJWSA Option 1 plan, fencing and landscaping plans relating to the site improvements (the "Required Improvements") which Stafford has agreed to complete are described and shown in the following: Overall Site Plan, dated December 3, 2004, prepared by Andrews Engineering Co., Inc. (the "Site Plan"); the BJWSA Option 1 Plan ("Option 1 Plan") depicting the sanitary sewer outfall dated December 3, 2004, prepared by Andrews Engineering Co., Inc.; the Privacy Fence Design Plan Sheets A and B for Stafford Commercial Center Bluffton, South Carolina, prepared by Corcoran Nelson Nardone Associates, Inc. dated October 24, 2004, as revised (the "Fence Plan"); the Landscaping Plan (the "Landscaping Plan Sheets L-1, L-2, L-3"), dated June 18, 2004 and last revised December 3, 2004, 2004, prepared by The Greenery, Inc., as revised; and the Lighting Plan, dated November 24, 2004 prepared by Palmetto Electric Co., Inc. (the "Lighting Plan") (the Drainage Plan, Fence Plan, Grading Plan, Landscaping Plan and Lighting Plan herein, collectively, the "Required Improvements Plans"). CPOA and Stafford have agreed and do hereby confirm their agreement, that such Required Improvements Plans and the Required Improvements contemplated by such Required Improvements Plans, as the same may be modified as a part of the process to secure the "Required Permitting" ("Permitting Modifications"), represent all of the improvements to the Stafford Property required to be completed by Stafford for the benefit of the parties hereto. The first page of each such Required Improvements Plan has been initialed by Stafford and CPOA and are attached hereto as Exhibits "D-1" through "D-5", respectively, and by reference hereto are incorporated herein. CPOA and Stafford have initialed the entire Required Improvements Plans as evidence of the acknowledgment and approval of the same by such parties. Further, except as provided by 1(a)(ii) hereof, CPOA agrees to Permitting Modifications hereinafter imposed by appropriate governing authorities and agreed to by Stafford. As used herein, "Required Improvements" and "Required Improvements Plans" shall include such Permitting Modifications.

(ii) Any Permitting Modifications involving the expenditure by Stafford of more than \$25,000.00 and resulting in material modifications to any of the Plans, shall be subject to the reasonable approval of CPOA, not to be unreasonably withheld, conditioned or delayed. Any notice of any such Permitting Modifications requiring Stafford shall give CPOA not less than fifteen (15) business days to approve or object to such Modifications (the "Permitting Review Period"), during which Period CPOA shall provide to Stafford notice of its approval thereof; or its disapproval thereof and stating, with specificity, its detailed objections to the required Permitting Modifications. Such approval or disapproval with any detailed objections to the Permitting Modifications shall be submitted in writing to Stafford within the Permitting Review Period. Upon such approval, or should such CPOA fail timely so to approve such Modifications or provide

such detailed objections, as the case may be, then in either of such events, for all purposes of this Agreement, CPOA shall be conclusively deemed to have approved the Permitting Modifications and the timely and proper satisfaction of all of the same.

(iii) Should CPOA timely state its detailed objections to required Permitting Modifications ("Permitting Disapproval Notice"), Stafford shall have such time as reasonably necessary to have the same revised to accommodate such objections. However, if Stafford is unable after diligent efforts to cause the applicable governmental authorities to amend the same to accommodate CPOA's objections, Stafford may proceed with such Permitting Modifications notwithstanding such objections.

(b) (i) Upon issuance of requisite permits and approvals by appropriate local government authorities (the "Required Permitting"), Stafford, at its sole cost and expense, shall construct all of the Required Improvements when completing the construction of the Shopping Center and such Required Improvements shall, in any event be substantially completed in accordance with the Required Improvements Plans and the specifications described therein, in a good and workmanlike manner. The Required Improvements should be substantially completed prior to completion of the Shopping Center. Should Stafford defer development of the Shopping Center or the Phase II property, such Required Improvements may be deferred until such time that the development commences.

(ii) Upon substantial completion of the Required Improvements, as evidenced by written notice from Stafford to CPOA, CPOA shall have the right within fifteen (15) business days after such notice (the "Review Period"), to (A) enter the Stafford Property and verify such completion and compliance with the Required Improvements Plans; and (B) provide to Stafford notice of its approval thereof; or its disapproval thereof and stating, with specificity, its detailed objections to the completed Required Improvements. Such approval, or disapproval with any detailed objections to the completed Required Improvements, shall be submitted in writing to Stafford within the Review Period. Upon such approval, or should such CPOA fail timely so to approve such completion or provide such detailed objections, as the case may be, then in either of such events, for all purposes of this Agreement, CPOA shall be conclusively deemed to have approved the completion of the Required Improvements and the timely and proper satisfaction of all of the obligations of Stafford with respect to such Required Improvements.

(iii) Should CPOA timely state its detailed objections to the completed Required Improvements ("Disapproval Notice"), Stafford shall have not less than sixty (60) days to correct and complete the detailed punch-list items set forth in the Disapproval Notice. Upon the timely completion and verification thereof by Stafford and CPOA, for all purposes hereof, CPOA shall be conclusively deemed to have approved the completion of the Required Improvements and the timely and proper satisfaction of all of the obligations of Stafford with respect to such Required Improvements. Failure to complete the punch-list items set forth in the Disapproval Notice shall constitute a breach by Stafford.

(iv) Any objections stated as punch-list items in the Disapproval Notice shall relate solely to non-compliance with the Required Improvements Plans, it being acknowledged, understood and agreed by CPOA, that neither may request nor attempt to change, enlarge, or impose additional demands or requirements with respect to any further improvements or modifications to the Stafford Property or the Shopping Center.

(c) (i) In addition to the requirements set forth 1(a) above, Stafford shall establish and take reasonable good faith efforts to promulgate and enforce rules and regulations for the Shopping Center to control the noise relating to garbage collection, landscaping and other maintenance and operational-related activities conducted on the Shopping Center by Stafford, their agents and tenants. Further, such rules shall include the requirements that (i) each Tenant in the Shopping Center ("Tenants") schedule all deliveries to the Shopping Center between the hours of 6:30 am and 10:00 pm, and (ii) that all Tenants arrange for garbage collection only between the hours of 6.30 am and 10:00 pm.

(ii) Neither the failure of any Tenant to comply with any such rules and regulations nor the failure of the County to enforce applicable ordinances and control such activities shall constitute a breach by Stafford of this Agreement.

(d) Stafford agrees that without the prior consent of CPOA, not to be unreasonably withheld, conditioned or delayed, it shall construct no improvements on the Stafford Property the highest floor of which is above a height of more than thirty-five (35) feet as measured from the ground on which such improvements are located. *to the roof peak of such improvement.*

JG
CPOA
Stafford

(e) (i) Under a separate agreement (the "Links Agreement"), an adjoining owner to the Stafford Property and the Residential Properties (herein "Links") is granting to Stafford, perpetual, non-exclusive rights, privileges and easements over, under, across and through portions of the property owned by Links (the "Links Property") (the "Links Sewer Line Easement Area"), for the purposes of (A) tying into the sewer line and , related pump station ("Links Sewer Facilities") located within the Links Sewer Line Easement Area; and (B) providing on-going sanitary sewer service to and for the benefit of the Stafford Property and the Shopping Center, all as more fully provided herein. The Links Sewer Line Easement Area runs, and shall be contiguous, to the Stafford Property. In connection therewith, CPOA hereby grants to Stafford the following easement rights:

Temporary, non exclusive easement rights for a period of thirty (30) days ("Temporary Easement Period") beginning on the date of construction relating to tying into the Links Sewer Facilities for such reasonable rights of ingress, egress and entry onto and over the roadway located on, the CPOA Property known as Meridian Point Drive, as described on Exhibit B attached hereto ("CPOA Road Easement Area") for the purpose of the delivery of equipment and materials necessary in completing construction of and maintenance from time to time, if necessary of the Links Sewer Facilities and related facilities in the Links Sewer Line Easement Area. This Easement shall include a reasonable right of entry to the CPOA Road Easement Area and ~~CPOA Water Line Easement Area~~ and continuing from time to time during the Temporary Easement Period, without unreasonable interference for the purpose of effecting such rights, privileges and easements referenced herein, *provided, however, all entry by Stafford shall be subject to CPOA's standard gate entry fees.*

JG
CPOA
Stafford

2. REPRESENTATIONS; WARRANTIES. (a) CPOA and Stafford hereby represent and warrant the following: (i) each of such Parties hereby represents and warrants that such Party is duly authorized to enter into this Agreement, but if any individual has concerns they may pursue them independently; (ii) the individual officers or managers of CPOA executing this Agreement, represent and warrant that they are duly authorized and have the full power and authority to do so on behalf of their respective

principals; each has the full power and authority to execute this Agreement, as such owners, without restriction and without the joinder and consent of any other person or entity.

(b) Stafford hereby represents and warrants that it is duly authorized to enter into this Agreement and the individuals executing this Agreement on its behalf warrant that they are duly authorized to execute this Agreement on behalf of Stafford.

3. **NON-EXCLUSIVE EASEMENT; NATURE.** (a) The easement granted herein are temporary and non-exclusive and do not create any rights for the benefit of the general public. The parties shall do all things needful to perpetuate the status of the easements created by this Agreement as private easements, including cooperating with each other in the periodic publication of legal notices or physically barring access to the affected areas as may be required by law for the purposes expressed in this Section.

(b) All covenants and provisions of this Agreement shall be deemed to run with the land, burden the Properties affected thereby and shall be binding upon the parties hereto and their successors, assigns, designees, agents, tenants and employees and inure to the benefit of the parties hereto and their successors, assigns, designees, agents, tenants and employees.

4. **ATTORNEYS FEES.** In any action or proceeding brought by any Party hereto as a result of the failure of any other Party to comply (after any applicable cure period) with the terms hereof, the prevailing Party shall be entitled to collect reasonable attorneys' fees and costs actually incurred.

5. **ESTOPPELS.** Upon twenty (20) days prior written notice, the parties hereto shall provide to each other such estoppel certificates (without warranties) as may be reasonably requested addressed to purchasers, investors or lenders, as the case may be.

6. **LIMITATION OF LIABILITY.** Any liability of the parties hereto arising under or with respect to any of the foregoing covenants or indemnities shall be limited to their interests in the their respective Property, and in no event shall any person or entity be entitled to look to assets of the parties hereto other than said interests and all proceeds therefrom as provided herein, nor shall their respective partners, officers, directors, members, investors or employees have any liability whatsoever for payment or satisfaction of any such liability.

7. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina.

8. **RECITALS; MODIFICATION.** The recitals set forth above are incorporated herein by reference as fully and with the same force and effect as if set forth herein at length. This Agreement shall not be modified or amended except by an agreement in writing signed by the parties hereto.

9. **COUNTERPARTS.** This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument.

10. **NOTICES.** All notices, payments, demands or requests required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed to have been properly given or served and shall be effective either upon the second (2nd) business day

after being deposited in the United States mail, postpaid and registered or certified with return receipt requested; or upon confirmed delivery, when sent by facsimile transmission or by private courier service for same-day or overnight delivery. The time period in which a response to any notice, demand or request must be given shall commence on the date of receipt by the addressee thereof. Rejection or other refusal to accept delivery or inability to deliver because of changed address, of which no notice has been given, shall constitute receipt of the notice, demand or request sent. Any such notice, demand or request shall be sent to the respective addresses set forth below:

To CPOA: c/o Mr. Jim Chesney, President
#7 Victory Point Circle
Bluffton, SC 29910

With Copy To: Mr. Douglas MacNeille
c/o Ruth & MacNeille
40 Pope Avenue
P.O. Drawer 5706
Hilton Head, SC 29938

And to: Allied Management
P.O. Box 7431
Hilton Head, SC 29938

To Stafford: Mr. David J. Oliver
Stafford Properties, Inc.
80 W. Wieuca Road, Suite 302
Atlanta, Georgia 30342
Telephone: (404) 256-9100
Telefax: (404) 256-6358

With Copy To: George A. Mattingly, Esq.
Arnall Golden Gregory LLP
171 17th Street, NW
Suite 2100
Atlanta, Georgia 30363
Telephone: (404) 873-8196
Telefax: (404) 873-8197

By notice in accordance with the above to all parties shown above, the parties hereto may designate from time to time a change of address for all such notices.

11. **EFFECTIVE DATE; FURTHER CONDITION.** This Agreement shall be effective as of the Effective Date, provided that the rights, privileges and obligations stipulated herein shall be conditioned on the acquisition by Stafford of fee simple title to the Stafford Property within one (1) year after such Effective Date. Should such event not occur within such time, this Agreement shall be of no further force and effect.

12. **INSURANCE; INDEMNITY.** Stafford shall name CPOA as an additional insured on its liability and workman compensation insurance policies, obtained in connection with the construction of the Sewer Line and Pump Station and provide CPOA with appropriate evidence thereof. Stafford does hereby agree to indemnify, hold harmless

and defend CPOA, from and against any injury, liability, claim, lien, loss, damage, cost or expense (including, without limitation, court costs and reasonable attorneys' fees) to persons or property resulting from any work done on any CPOA property in connection with such Sewer Line and Pump Station installation. This paragraph shall survive any termination of this Agreement.

[Signatures on the following page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement through their respective duly authorized representatives, as of the date first above written.

WITNESSES:

[Handwritten signatures of witnesses]

CPOA:

CRESCENT PROPERTY OWNERS ASSOCIATION, INC.

By: Jim Chesney
Its: President

Attest: Douglas W. Martelle
Its: Attorney

(CORPORATE SEAL)

STATE OF South Carolina
COUNTY OF Beaufort

ACKNOWLEDGEMENT

I, the undersigned Notary Public, do hereby certify that Jim Chesney, and Douglas W. Martelle as President and Attorney, respectively of Crescent Property Owners Association, Inc., a South Carolina corporation, on behalf of the corporation, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 8th day of October, 2005.

Douglas W. Martelle [SEAL]
Notary Public South Carolina

My commission expires: 10/22/09

[Executions continue on following page]

WITNESSES:

[Handwritten Signature]
[Handwritten Signature]

STAFFORD RHODES, LLC
a Georgia limited liability company

By: Stafford Development Company,
its Managing Member

By: *[Handwritten Signature]*
Its: *VP President*

STATE OF GEORGIA

ACKNOWLEDGEMENT

COUNTY OF FULTON

I, the undersigned Notary Public, do hereby certify that *DAVID J. OLIVER*, as *V.P.* of Stafford Development Company, a Georgia corporation, as Managing Member of Stafford Rhodes, LLC on behalf of the limited liability company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this *10th* day of *OCTOBER*, 2005.

[Handwritten Signature] [SEAL]
Notary Public

My commission expires: _____



INDEX OF EXHIBITS

<u>Exhibit "A"</u>	Stafford Property Description
<u>Exhibit "B"</u>	CPOA Road Easement Area
<u>Exhibit "C"</u>	Crescent Property Owners Association Property Description
<u>Exhibit "D-1"</u>	Overall Site Plan – Reduced copy attached; full size version in CPOA's possession
<u>Exhibit "D-2"</u>	Fence Plan – Reduced copy attached; full size version in CPOA's possession
<u>Exhibit "D-3"</u>	Grading Plan – Reduced copy attached; full size version in CPOA's possession
<u>Exhibit "D-4"</u>	Landscaping Plan – Reduced copy attached; full size version in CPOA's possession
<u>Exhibit "D-5"</u>	Lighting Plan – Reduced copy attached; full size version in CPOA's possession

EXHIBIT A

BEGINNING at a concrete monument on the eastern right-of-way for U.S. Hwy. 278, said monument being the common corner with Tax Parcel R600-032-000-0241-0000, and running with the common line with said parcel S 76° 27' 27" E for a distance of 2500.38' to a concrete monument, thence turning and running with the common line with Sawmill Forest Subdivision S 48° 29' 47" W for a distance of 1036.66' to an iron pin, thence turning and running with the common line with N/F HD Development of Maryland Inc. N 40° 34' 22" W for a distance of 31.79' to a concrete monument, thence turning and continuing with said line N 42° 24' 00" W for a distance of 124.34' to an iron pin, thence turning and continuing with said line S 72° 27' 34" W for a distance of 504.08' to an iron pin, thence turning and continuing with said line S 36° 59' 28" W for a distance of 37.56' to an iron pin, thence turning and continuing with said line S 43° 43' 12" W for a distance of 4.58' to a concrete monument on the eastern right-of-way of U.S.Hwy. 278, thence turning and running with said right-of-way N 42° 03' 58" W for a distance of 263.90' to an iron pin, thence turning and continuing with said right-of-way S 48° 13' 38" W for a distance of 16.96' to a concrete monument, thence turning and continuing with said right-of-way in a northerly direction around a curve with an arc distance of 359.07', having a radius of 5635.54', and a chord of N 39° 40' 15" W 359.01' to an iron pin, thence turning and continuing with said right-of-way N 27° 08' 25" W for a distance of 269.21' to an iron pin, thence turning and continuing with said right-of-way N 83° 02' 47" W for a distance of 58.83' to an iron pin, thence turning and continuing with said right-of-way N 34° 59' 00" W for a distance of 773.92' to the **POINT OF BEGINNING** and containing 34.505 acres or 1,503,048 square feet.

Said tract of land being depicted on ALTA/ACSM Land Title Survey for Stafford Rhodes, LLC, prepared by Andrews Engineering Co., Inc., bearing seal and certification of Gary B. Burgess, PE PLS, Registration No. 15229, dated March 25, 2003, last revised January 6, 2005.

TMS No. 600-032-000-0005-0000

EXHIBIT "B"

"CPOA ROAD EASEMENT AREA"

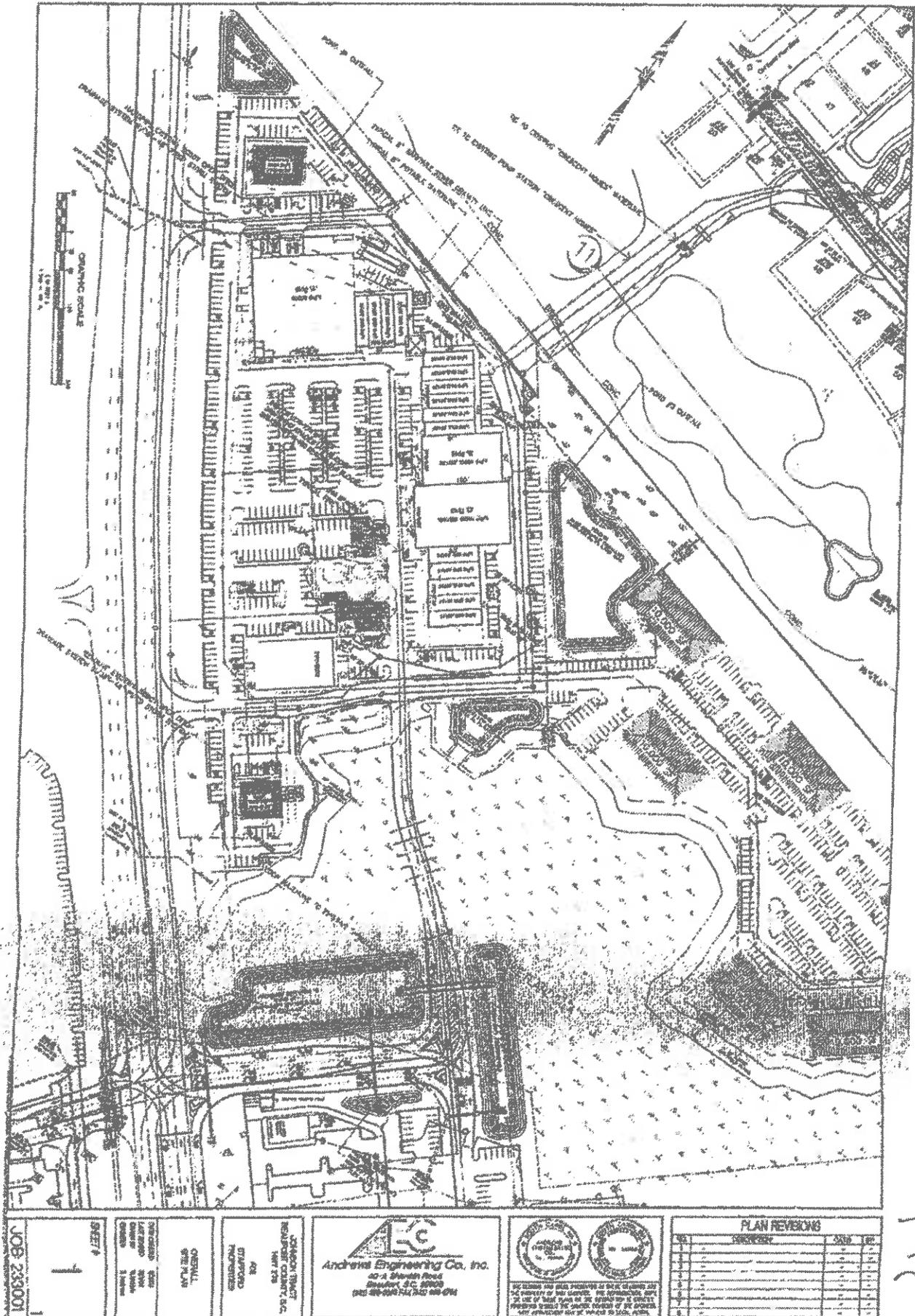
All that certain piece and parcel of land consisting of road rights-of-way from the intersection of Crescent Drive and U.S. Highway 278 over Crescent Drive to Meridian Pointe Drive, and over Meridian Pointe Drive to its terminus, all as depicted and shown on "A Subdivision Plat of The Crescent, Phase 1" dated 11/11/98, last revised 4/21/98, prepared by Coastal Surveying Co., Inc. by Antoine Vinel, SCRLS No. 9064 and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Plat Book 69 at Page 165.

EXHIBIT "C"

All those certain pieces, parcels or lots of land lying and being in Bluffton Township, Beaufort County, South Carolina, consisting of "Parcel I" having and containing 226.547 acres, more or less, "Parcel II" having and containing 22.565 acres, more or less, "Parcel III" having and containing 14.004 acres, more or less, and "Parcel IV" having and containing 3.442 acres, more or less, and being more fully shown and depicted on that certain plat entitled "A Boundary Plat of The Crescent Tract I, Bluffton Township, Beaufort County, South Carolina", said plat being dated May 7, 1998, and recorded on September 18, 1998 in the Office of the Register of Deeds for Beaufort County, South Carolina in Plat Book 66 at Page 156.

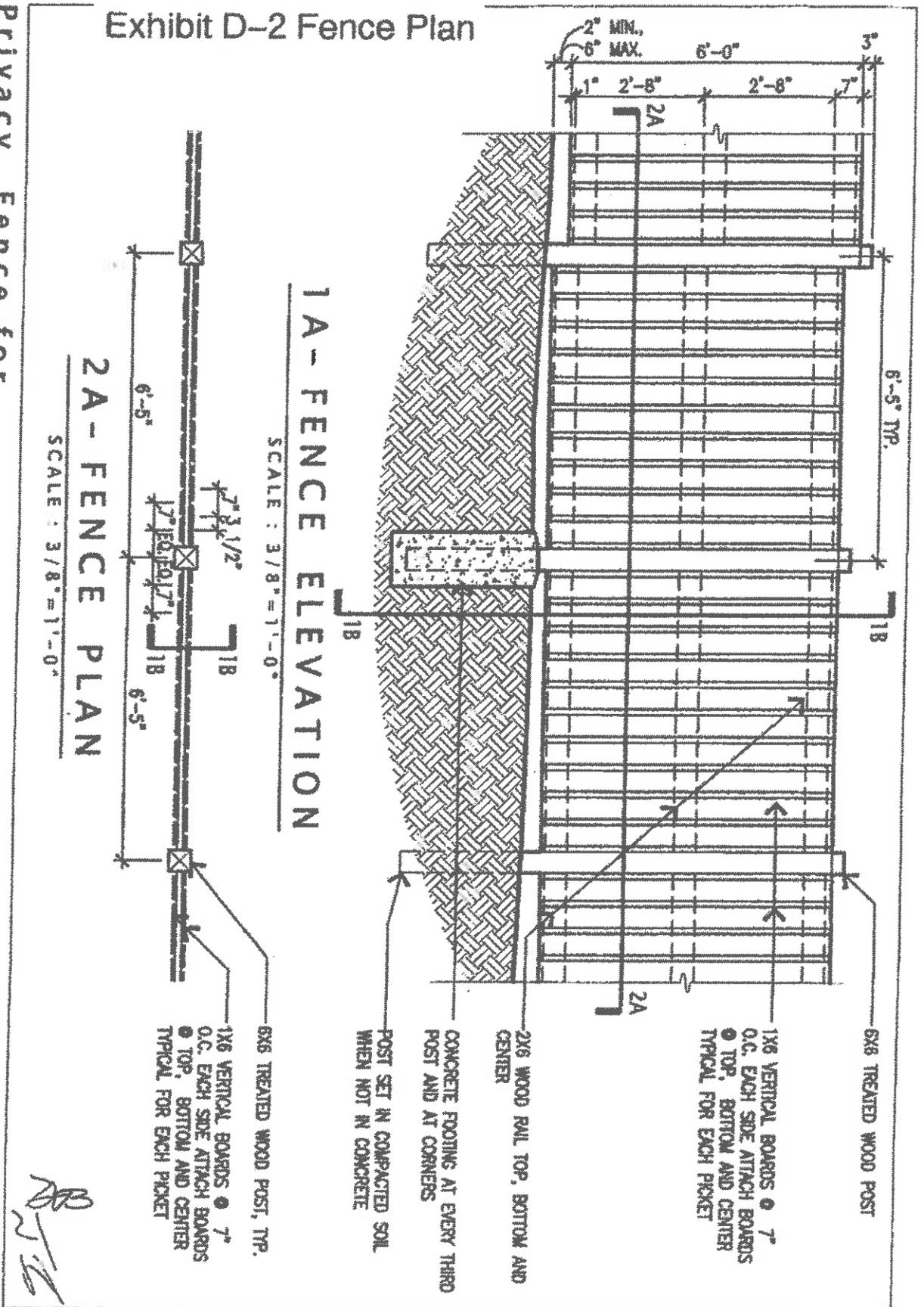
SAVE AND EXCEPT, all those certain pieces, parcels or lots of land lying and being in Bluffton Township, Beaufort County, South Carolina, consisting of "Parcel I" having and containing 17.03 acres, more or less, "Parcel II" having and containing 22.57 acres, more or less, "Parcel III" having and containing 12.98 acres, more or less, "Parcel IV" having and containing 3.42 acres, more or less, "Parcel V" having and containing 34.30 acres, more or less, "Parcel VI" having and containing 36.58 acres, more or less, "Parcel VII" having and containing 14.00 acres, more or less, "Parcel VIII" having and containing 19.21 acres, more or less, and "Parcel IX" having and containing 60.43 acres, more or less, and being more fully shown and depicted on that certain plat entitled "A Boundary Plat of The Crescent Golf Course, Bluffton Township, Beaufort County, South Carolina", said plat being prepared by Coastal Surveying Co., Inc., Antoine Vinel, S.C.R.L.S. #9064, said plat being dated May 7, 1998, last revised November 11, 1998 and recorded on September 21, 1998 in the Office of the Register of Deeds for Beaufort County, South Carolina in Plat Book 66 at Page 157 and re-recorded in Plat Book 67 at Page 171, said record office. For a more detailed description of metes and bounds, courses and distances, reference is made to said plats of record.

Exhibit "D-1"



Handwritten initials: JTB

Exhibit D-2 Fence Plan



Privacy Fence for
HIGHWAY 278 COMMERCIAL CENTER

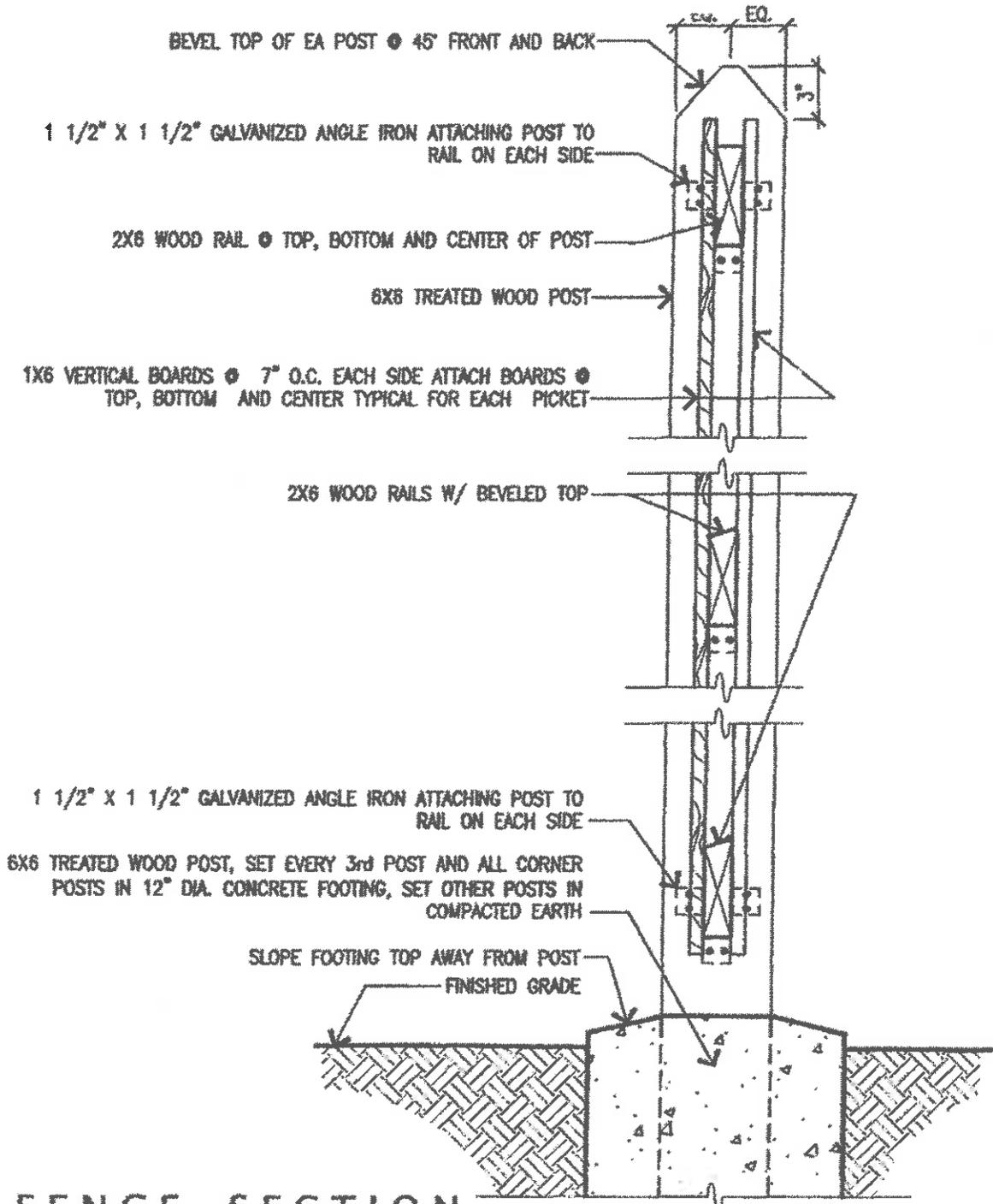
CORCORAN NELSON NARDONE I ASSOCIATES, INC

118 LINDSEY STREET, 2ND FLOOR, SUITE 100, ALBANY, GEORGIA 31707-5118 | 404-422-0872 | 404-882-0000 FAX
 MEMPHIS, TENNESSEE | CHARLOTTE, NORTH CAROLINA | FORT WORTH, TEXAS | HOUSTON, TEXAS | JACKSONVILLE, FLORIDA | MIAMI, FLORIDA | ORLANDO, FLORIDA

Bluffton, South Carolina

Sheet Ref.:
 Project No.: A02350
 Date: 10/24/04
 Sheet Number
A

Exhibit D-2 Fence Plan



1 B - FENCE SECTION

SCALE : 1 1/2" = 1' - 0"

*JSD
JTB*

Privacy Fence for
HIGHWAY 278 COMMERCIAL CENTER

Bluffton, South Carolina

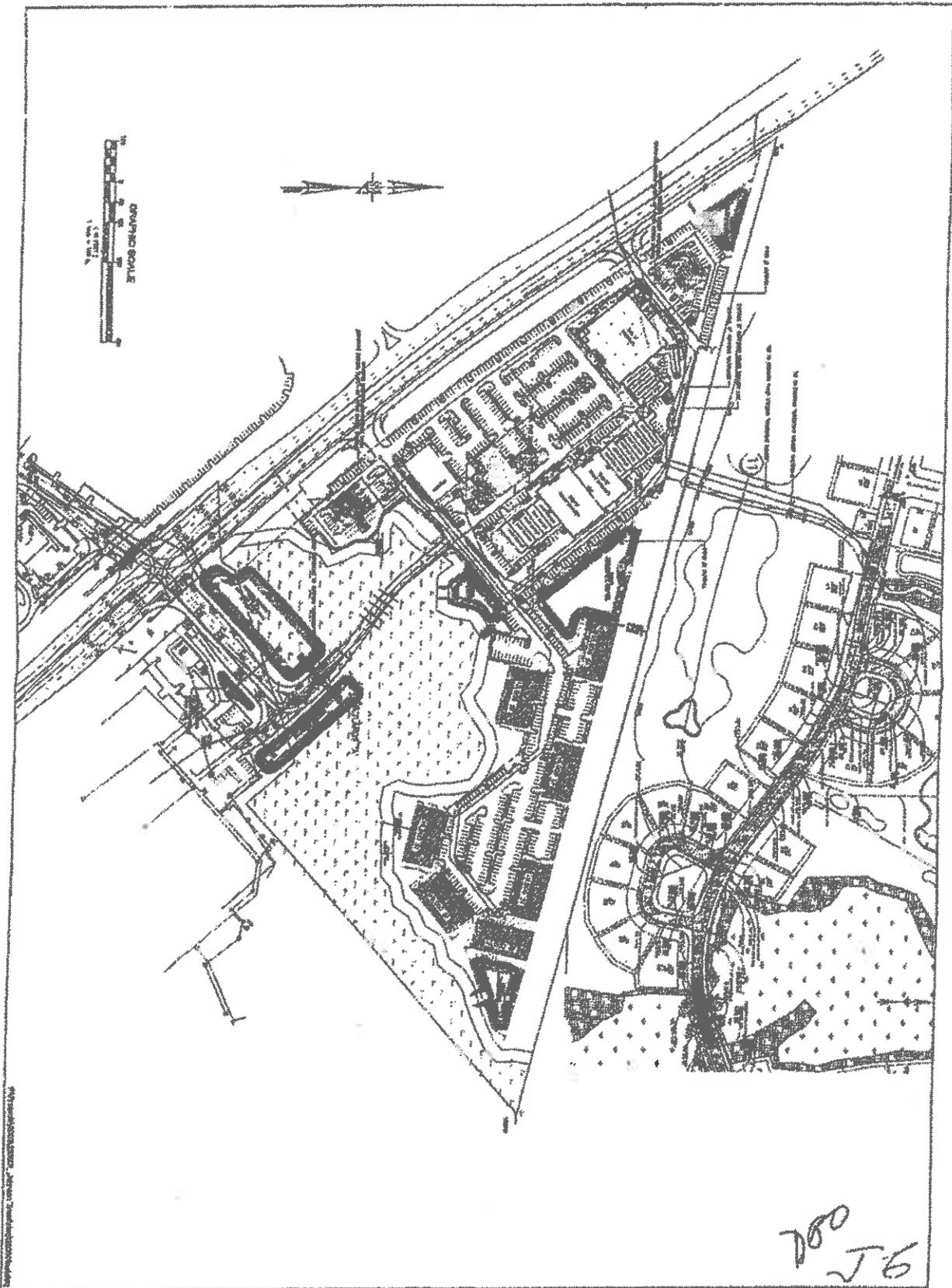
CORCORAN NELSON NARDONE I ASSOCIATES, INC

Sheet Ref.:
Project No.: A 0 2 3 5 0
Date: 1 0 / 2 4 / 0 4

Sheet Number
B

116 LUCKIE STREET NW | SUITE 100 | ATLANTA, GEORGIA 30305-2148 | 404.522.0077 | 404.522.0080 FAX
ARCHITECTURE | PLANNING | PROGRAMMING | INTERIOR DESIGN | PROJECT MANAGEMENT | GRAPHIC DESIGN

Exhibit "D-3"



780
J6

JOB 235001

SHEET 4
1

DATE	BY	DESCRIPTION

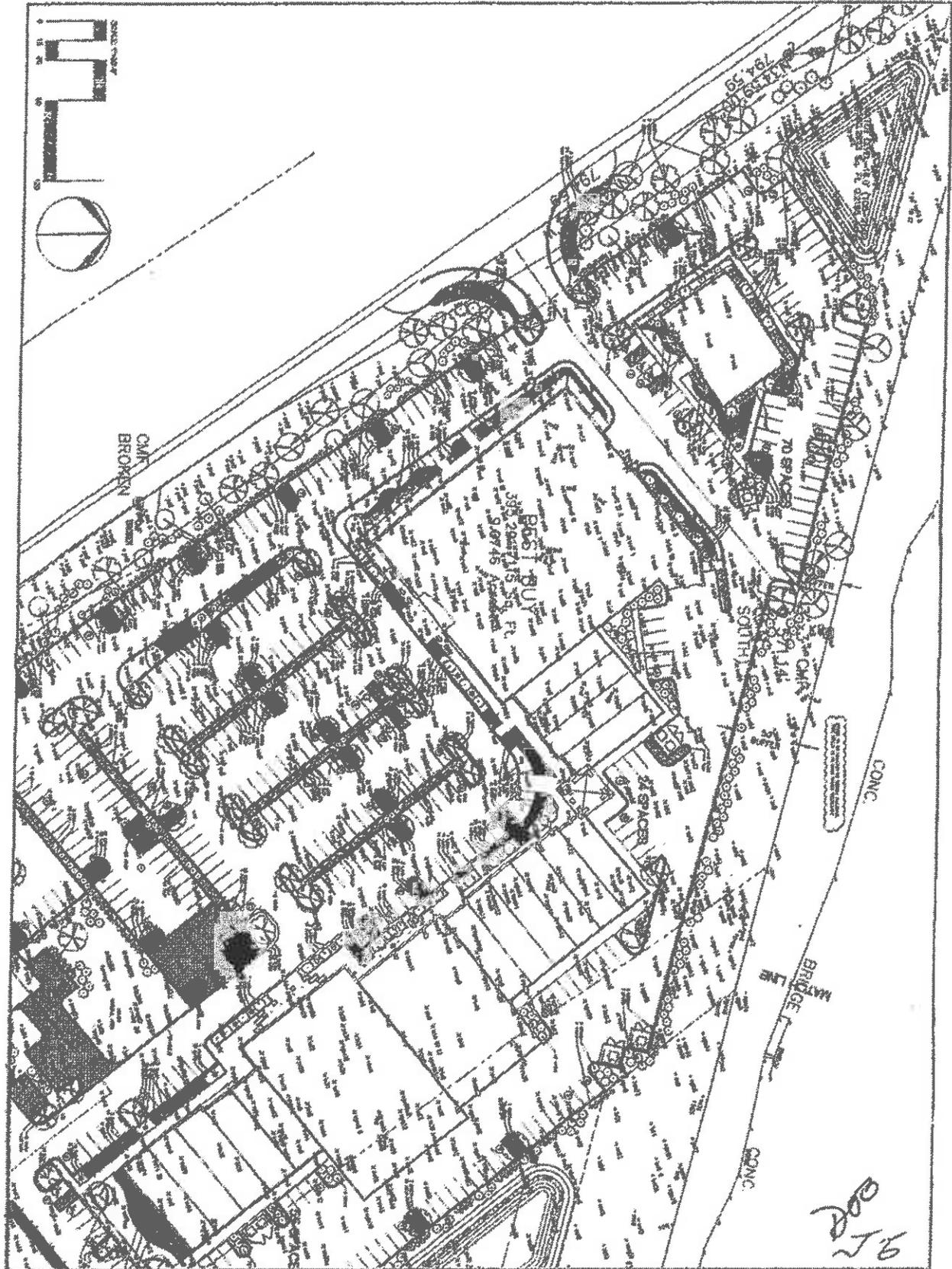
FOR
REVISIONS
DATE

AE
Andrew Engineering Co., Inc.
 40-A North Road
 Newark, N.J. 07102
 Tel: 973-261-1100 Fax: 973-261-1101

Professional Engineer Seal
 Professional Land Surveyor Seal

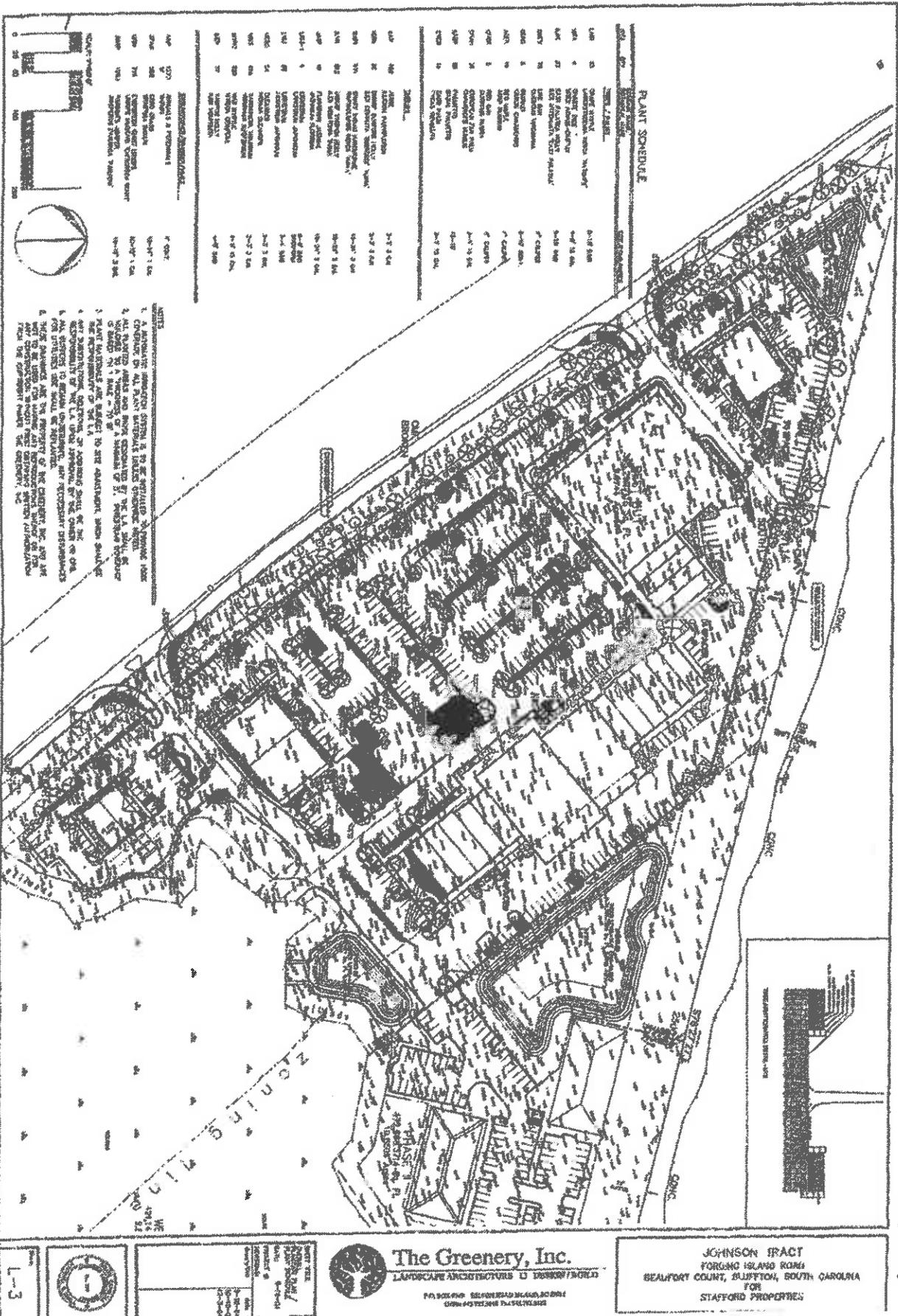
PLAN REVISIONS		
NO.	DESCRIPTION	DATE

Exhibit D-4 Landscape Plan



		<p>DATE: 10/15/03 DRAWN BY: [Name] CHECKED BY: [Name]</p>	<p>The Greenery, Inc. LANDSCAPE ARCHITECTURE & DESIGN/BUILD 20 BULLOCK STREET, BEAUFORT, SOUTH CAROLINA 29516 252-734-2525 FAX 252-734-2526</p>	<p>JOHNSON TRACT FORDS ISLAND ROAD BEAUFORT COUNTY, BLUFFTON, SOUTH CAROLINA FOR STAFFORD PROPERTIES</p>
--	--	---	---	---

Exhibit D-4 Landscape Plan



PLANT SCHEDULE

NO.	PLANT NAME	QUANTITY	NOTES
101
102
103
104
105
106
107
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111
112
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114
115
116
117
118
119
120

- NOTES**
1. ALL PLANTING SHALL BE DONE IN ACCORDANCE WITH THE L.A. SPECIFICATIONS FOR PLANTING AND MAINTENANCE OF PLANTS AND TREES.
 2. ALL PLANTING SHALL BE DONE IN ACCORDANCE WITH THE L.A. SPECIFICATIONS FOR PLANTING AND MAINTENANCE OF PLANTS AND TREES.
 3. PLANT MATERIALS ARE SUBJECT TO SITE CONDITIONS, SOIL QUALITY AND RECOMMENDATIONS OF THE L.A.
 4. ALL PLANTING, INCLUDING PLANTING OF TREES, SHALL BE THE RESPONSIBILITY OF THE L.A. UPON APPROVAL OF THE OWNER OR ONE OF HIS AGENTS.
 5. ALL PLANTING SHALL BE DONE IN ACCORDANCE WITH THE L.A. SPECIFICATIONS FOR PLANTING AND MAINTENANCE OF PLANTS AND TREES.
 6. THE PLANTING SHALL BE DONE IN ACCORDANCE WITH THE L.A. SPECIFICATIONS FOR PLANTING AND MAINTENANCE OF PLANTS AND TREES.
 7. THE PLANTING SHALL BE DONE IN ACCORDANCE WITH THE L.A. SPECIFICATIONS FOR PLANTING AND MAINTENANCE OF PLANTS AND TREES.
 8. THE PLANTING SHALL BE DONE IN ACCORDANCE WITH THE L.A. SPECIFICATIONS FOR PLANTING AND MAINTENANCE OF PLANTS AND TREES.
 9. THE PLANTING SHALL BE DONE IN ACCORDANCE WITH THE L.A. SPECIFICATIONS FOR PLANTING AND MAINTENANCE OF PLANTS AND TREES.
 10. THE PLANTING SHALL BE DONE IN ACCORDANCE WITH THE L.A. SPECIFICATIONS FOR PLANTING AND MAINTENANCE OF PLANTS AND TREES.



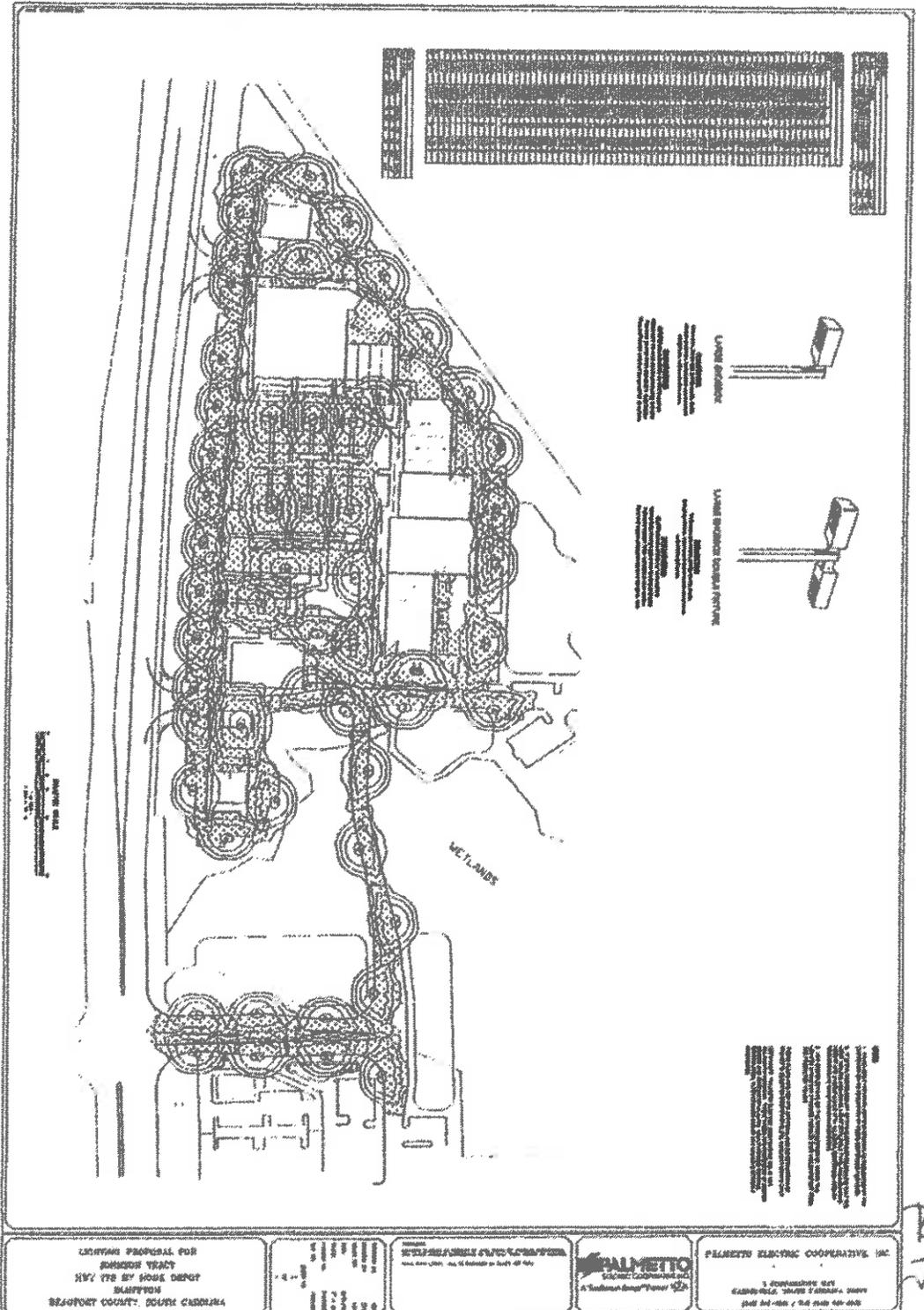
DATE	1/15/00
PROJECT	JOHNSON TRACT
LOCATION	FORGING ISLAND ROAD, BEAUFORT COUNTY, SOUTH CAROLINA
SCALE	AS SHOWN
DESIGNED BY	THE GREENERY, INC.
CHECKED BY	...
APPROVED BY	...

The Greenery, Inc.
 LANDSCAPE ARCHITECTS & DESIGNERS
 1000 W. BROADWAY, SUITE 1000, CHARLOTTE, NC 28202
 PHONE: 704.375.1234 FAX: 704.375.1235

JOHNSON TRACT
 FORGING ISLAND ROAD
 BEAUFORT COUNTY, SOUTH CAROLINA
 FOR
 STAFFORD PROPERTIES

200
 JTB

Exhibit D-5



Beaufort County, South Carolina
DEVELOPMENT PERMIT
Zoning and Development Administration

Exhibit F (3 pages)

Permit Number 4775

Zone CR & URBAN

Date Issued 1/9/08

Development Name JOHNSON TRACT - PHASE 2 (OFFICE COMPLEX)

Development Address/Location U.S. HWY 278, BLUFFTON

District/Map/Parcel Number 600-32-5 Acreage 17.633 Type of Development OFFICE

THIS PERMIT CERTIFIES THAT THE ABOVE NAMED DEVELOPMENT
HAS MET AND IS IN ACCORDANCE WITH THE BEAUFORT COUNTY
ZONING AND DEVELOPMENT STANDARDS ORDINANCE

BY: William A. Austin
Zoning and Development Administrator

CONDITIONS OF PERMIT APPROVAL:

1. Applicant shall be subjected to all conditions on said permit, and all conditions on the attached Section 106-372 of the Zoning & Development Standards Ordinance. Amended Green
 2. All landscaping shall be installed prior to the issuance of the Certificate of Compliance, and inspected by Judy Timmer or Amanda Flake from the Planning Department.
 3. Underground Electrical Only.
-
1. All tree aeration systems and tree protection barriers must be constructed first and authorization to proceed requested and granted prior to further site work and issuance of a Beaufort County Building Permit. Upon completion of tree aeration systems and barriers, applicant should contact the County Engineers Office to request an inspection and authorization to proceed.
 2. All permits expire ~~one (1) year~~ ^{two (2)} years from the date of approval unless substantial improvement has occurred. Applicant may request a ~~one-time~~ ^{5-yr} extension of ~~six (6) months~~, no later than one month prior to the expiration the permit.
 3. Subdivision approvals are for construction of infrastructure only unless infrastructure bonding has been posted and accepted and Final Approval certified on the final subdivision plat.
 4. Subdivision plats may not be recorded and sale of lots is not permitted until Final Approval is affixed and certified on the final subdivision plat and the plat duly recorded by the Registrar of Deeds.
 5. Commercial, Industrial and Institutional projects may not be occupied until a Final Certificate of Compliance has been issued. The developer nor agents should request a final certificate of compliance inspection until all site work has been completed. The County Engineers office should be contacted for all inspections.
 6. Any deviations from the approved plans must be approved by the DRT prior to construction.
 7. A landscape survival bond is required for all landscape materials planted or relocated on site prior to Certificate of Compliance.
 8. Subdivision infrastructure bonding is for a maximum of one (1) year. In order to obtain release of bond, all infrastructure must be completed within one (1) year and a Final Certificate of Compliance inspection requested.
 9. All bonding shall be in the form of Cash, Certified Check, Irrevocable Bank Letter of Credit or Surety Bond.

with the final land development plan and engineering. Final engineering may be modified in the field, provided as-built drawings are submitted and approved. The developer is required to clear any significant deviation with the appropriate agency before making changes. As-builts must be acceptable by the DRT or its designee. If unacceptable, the work must be corrected at the developer's expense prior to accepting the improvements and return of any surety. Should the buildings not be laid out as specified, the DRT shall determine whether they still comply with this chapter. Where the buildings comply, as-builts shall be submitted. Where buildings do not meet requirements, construction shall be halted until corrections are made. All final plans must be in accordance with applicable state laws.

(Ord. No. 99-12, § 1 (21.116), 4-26-1999; Ord. No. 2004/40, 11-22-2004)

Sec. 106-372. Development permits.

(a) *Issuance.* Upon approval of a final subdivision plat or land development plan, the ZDA shall issue a development permit that shall authorize the applicant to commence all improvements to the land and the construction of all support facilities as specified by the permit.

(b) *Conditions.* The development permit may include such conditions as are necessary to insure compliance with this chapter. At a minimum, the following conditions shall apply to all development projects:

- (1) All tree aeration systems, natural resource, archeological and tree protection barriers, and silt fencing must be constructed prior to any other site work approved under the development permit. Upon their completion, the applicant must request an inspection by the county prior to receiving an authorization to proceed with other construction activities.
- (2) Subdivision approvals are for construction of infrastructure only unless infrastructure bonding has been posted and accepted.
- (3) Subdivision plats shall not be recorded and sale of lots is not permitted until final approval is affixed and certified on the final subdivision plat and the plat is duly recorded by the registrar of deeds.
- (4) Certificates of occupancy shall not be issued until a final certificate of compliance has been granted. Neither the developer nor agents shall receive a final certificate of compliance inspection until all site work has been completed.
- (5) A landscape survival bond is required prior to issuance of a final certificate of compliance for all landscape materials planted or relocated on site.
- (6) Subdivision infrastructure bonding is for one year. In order to obtain a release of bond, all infrastructure must be completed and a final certificate of compliance issued.
- (7) All bonding shall be in the form of cash, certified check, irrevocable bank letter of credit, or surety bond as approved by the county.

- (8) Any deviations from the approved development plans must be approved by the DRT.
- (9) The owner of the property, or if such owner is a corporate entity, an officer of the corporation, shall sign a document provided by the DRT accepting full civil and criminal responsibility for any violations of the Beaufort County's Code of Ordinances arising out of or relating to the development of the subject property during the pendency of the development permit.

(c) *Violations.*

- (1) Any violation of the development permit, including those conditions noted in subsection 106-372(b) above, shall result in a stop work order being issued by the ZDA for the project. The zoning administrator in concert with the DRT will ascertain the extent and the nature of the violation and determine appropriate mitigation measures which will resolve the violation or appropriate sanction for such violation. Any violation that the zoning administrator/DRT determines shall have a thirty-day day stop work order imposed upon it will require a notification and approval of the county administrator. If the violation has not been resolved prior to the expiration of the stop work order, the county administrator shall be advised and the stop work order may be extended with the expressed consent of the county administrator.
- (2) Withholding or revocation of development permits. Failure of any party to abide by the requirements of this section or to follow the conditions of the development permit shall constitute grounds for withholding or revoking site plan approval, building permits, certificates of occupancy or any other appropriate approvals necessary to continue development. Such sanctions shall be instituted immediately upon the direction of the county administrator with the ratification or removal of such sanctions by the county council at its next regular or special meeting. This ratification or removal of sanctions shall be considered a public hearing at which all interested parties shall have notice and an opportunity to be heard and to be represented by legal counsel.

(Ord. No. 2006/17, 8-14-2006; Ord. No. 2007/27, 6-25-2007)

Secs. 106-373—106-400. Reserved.

Subdivision III. Public Hearings

Sec. 106-401. Scope.

All applications requiring public hearings (see table 106-307) shall follow the procedures in this subdivision.

(Ord. No. 99-12, § 1 (21.120), 4-26-1999)

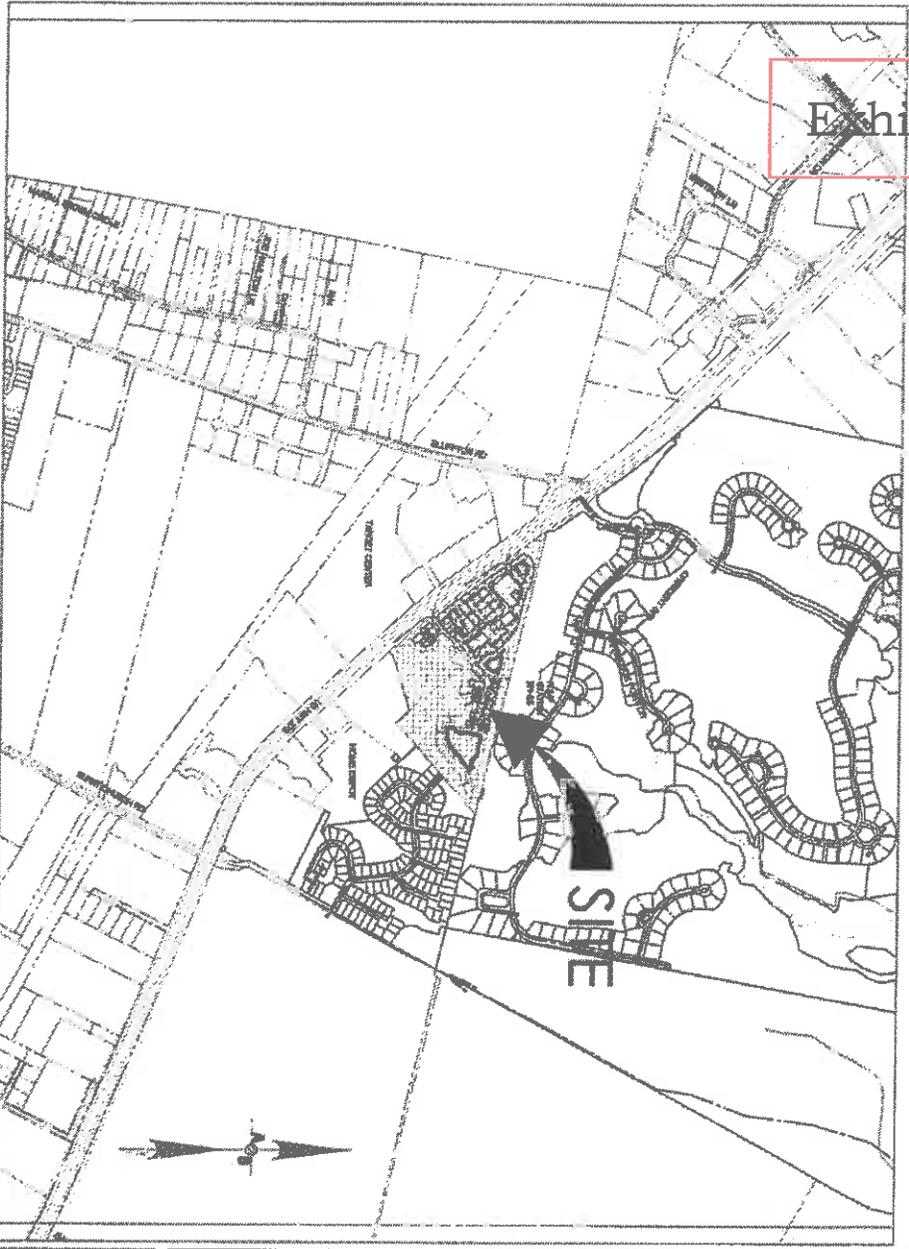
Sec. 106-402. Notice of public hearings.

(a) *Responsibility.* The applicable administrative body shall be responsible for ensuring newspaper, posted, and mailed notices are handled in regards to public hearings held pursuant to this chapter.

Exhibit G (4 pages)

SITE DEVELOPMENT PLAN
FOR
BEST BUY CENTER - PHASE 2 (OFFICE COMPLEX)
U.S. HWY. 278 (FORDING ISLAND ROAD)
BLUFFTON, S.C.
BEAUFORT COUNTY, SOUTH CAROLINA

FOR CONSTRUCTION



BEST BUY CENTER - PHASE 2
BJWSA JOB#: 2007 - 166

VICINITY MAP
 NOT TO SCALE

W.P.A.S. DISTRICT AREA # 147 Area

1 PARTS IMPROVEMENTS IN BLUFFTON COUNTY
 CALL 1-888-271-7877
 EVALUATE REALTY PROTECTION SERVICES

APPROXIMATE LOCATION OF SITE
 COORDINATE: 32°15'-37"
 CARDSHEET: 89-50-48

DEVELOPER NAME:
 BOWEN GROUP
 2000 FORD ISLAND ROAD, LLC
 SUITE 300
 1000 W. STATE STREET
 BLUFFTON, SOUTH CAROLINA 29909

PROJECT DATA INFORMATION:
 SHEET NO. 1 OF 2 (OFFICE COMPLEX)
 PROJECT NO. 2007-166
 PROJECT NAME: BEST BUY CENTER - PHASE 2 (OFFICE COMPLEX)
 PROJECT LOCATION: U.S. HWY. 278 & U.S. HWY. 17
 ZONING DISTRICT: R-10
 PERMITS: 2007-166

PHONE #:
 819.624.8438
 819.624.8439
 819.624.8440
 819.624.8441
 819.624.8442
 819.624.8443
 819.624.8444
 819.624.8445
 819.624.8446
 819.624.8447
 819.624.8448
 819.624.8449
 819.624.8450

APPROVED FOR CONSTRUCTION
 BY: *RYAN L. YILL* 11/11/07
 TITLE: PROJECT MANAGER

Andrews & Burgess Inc.
 ENGINEERING & SURVEYING
 1000 W. STATE STREET
 SUITE 300
 BLUFFTON, SOUTH CAROLINA 29909
 PHONE: 819.624.8438
 FAX: 819.624.8440
 WWW.ANDREWSBURGESS.COM

REGISTERED PROFESSIONAL ENGINEER
 REGISTERED PROFESSIONAL SURVEYOR
 REGISTERED PROFESSIONAL LAND SURVEYOR
 REGISTERED PROFESSIONAL CIVIL ENGINEER
 REGISTERED PROFESSIONAL ARCHITECT

INDEX OF DRAWINGS

SHEET #	DESCRIPTION
1	GENERAL SITE PLAN
2	GENERAL SITE PLAN - NORTH
3	GENERAL SITE PLAN - SOUTH
4	GENERAL SITE PLAN - WEST
5	GENERAL SITE PLAN - EAST
6	GENERAL SITE PLAN - CENTER
7	GENERAL SITE PLAN - CORNER
8	GENERAL SITE PLAN - CENTER
9	GENERAL SITE PLAN - CENTER
10	GENERAL SITE PLAN - CENTER
11	GENERAL SITE PLAN - CENTER
12	GENERAL SITE PLAN - CENTER
13	GENERAL SITE PLAN - CENTER

DRAWINGS RELATED TO:

DATE: 11/11/07
 TIME: 10:00 AM
 PROJECT: BEST BUY CENTER - PHASE 2 (OFFICE COMPLEX)
 SHEET: 1 OF 2

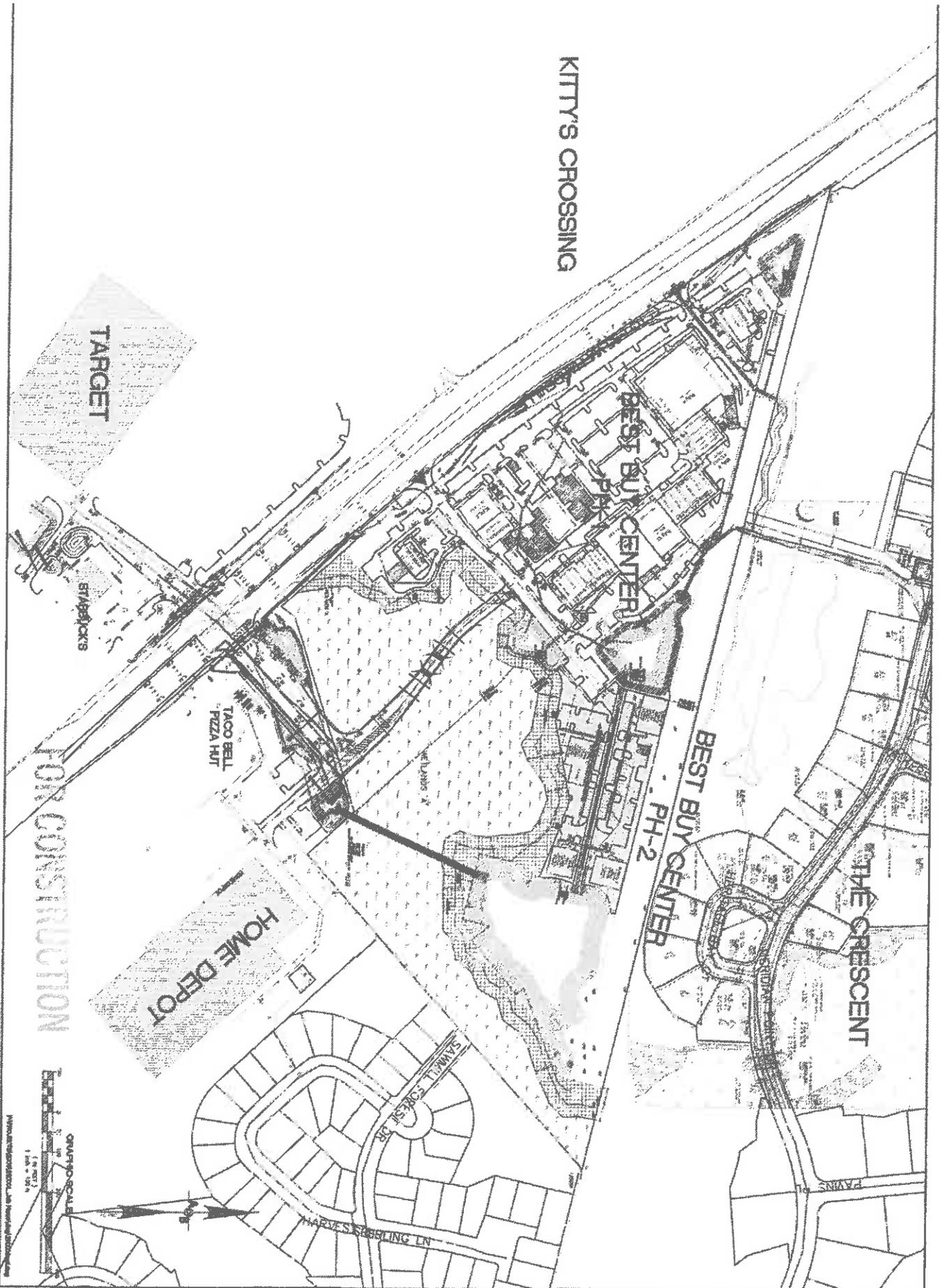
PLAN REVISIONS

NO.	DESCRIPTION	DATE	BY
1	ISSUED FOR BIDDING	11/11/07	RYL
2	REVISED PER COMMENTS	11/11/07	RYL
3	REVISED PER COMMENTS	11/11/07	RYL
4	REVISED PER COMMENTS	11/11/07	RYL
5	REVISED PER COMMENTS	11/11/07	RYL
6	REVISED PER COMMENTS	11/11/07	RYL
7	REVISED PER COMMENTS	11/11/07	RYL
8	REVISED PER COMMENTS	11/11/07	RYL
9	REVISED PER COMMENTS	11/11/07	RYL
10	REVISED PER COMMENTS	11/11/07	RYL
11	REVISED PER COMMENTS	11/11/07	RYL
12	REVISED PER COMMENTS	11/11/07	RYL
13	REVISED PER COMMENTS	11/11/07	RYL

RELEASE FOR FINAL CRB 05/29/07
 RELEASE FOR BIDDING 12/11/07
 RELEASE FOR CONSTRUCTION

Small text at the bottom left corner, likely a copyright or disclaimer notice.

KITTY'S CROSSING



FOR CONSTRUCTION



JOB: 263012	SHEET #:
	1
Date: 11/11/08 Drawn by: J. W. B. Checked by: J. W. B. Engineer: J. W. B.	Overall Site Plan

Site Development Plan
 Best Buy Plaza &
 Forcing Island Road
 Station, SC
 Beaufort County, SC

Andrews & Burgess Inc.
 Engineering & Surveying

404 Sherrill Road
 Beaufort, SC 29906
 843.466-0366
 Fax 843.466.3175

THE DESIGN AND IDEAS PRESENTED BY THESE DRAWINGS ARE THE COPYRIGHTED PROPERTY OF ANDREWS AND BURGESS, AND THE USE OR REPRODUCTION OF THESE PLANS OR THEIR CONTENT IS EXPRESSLY PROHIBITED WITHOUT WRITTEN CONSENT.

PLAN REVISIONS			
NO.	DESCRIPTION	DATE	BY
1	FOR CONSTRUCTION		

SITE PHASING for CERTIFICATES of COMPLIANCE

Phase 1 - Subphase 'A'
 • Best Buy Building A

Phase 1 - Subphase 'B'
 • Best Buy Center Buildings B-F (inclusive)

Phase 1 - Subphase 'C'
 • Restaurant Building Site (Applebee's)

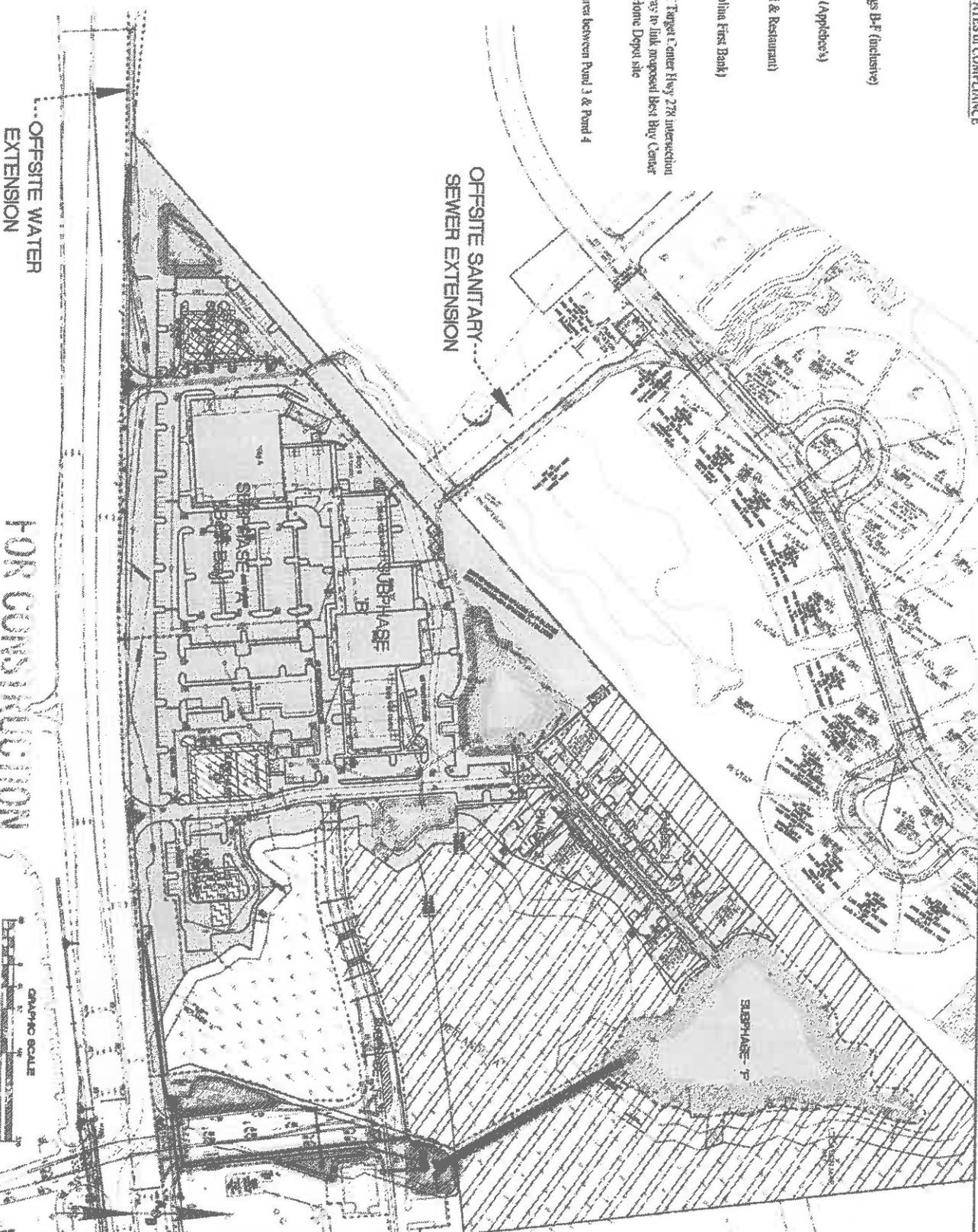
Phase 1 - Subphase 'D'
 • Building 'G' Site (Retail & Restaurant)

Phase 1 - Subphase 'E'
 • Bank Building Site (Carolina First Bank)

Phase 1 - Subphase 'F'
 • Best Buy Home Depot / Target / Center Hwy 278 Intersection

• Wetlands Crossing roadway to link proposed Best Buy Center (Phase 1A) and existing Home Depot site

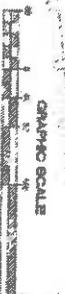
Phase 2 includes:
 • Remaining undeveloped area between Pond 1 & Pond 4



OFFSITE WATER EXTENSION

OFFSITE SANITARY SEWER EXTENSION

FOR CONSTRUCTION



PLAN REVISIONS		
NO.	DESCRIPTION	DATE
1	REVISION	
2		
3		
4		
5		
6		

THE WORDS AND SIGNS PRESENTED IN THESE CHANGES ARE THE SOLE PROPERTY OF ANDREWS & BURGESS INC. NO REPRODUCTION OF THESE CHANGES OR ANY PART THEREOF IS PERMITTED WITHOUT WRITTEN CONSENT.

Andrews & Burgess Inc.
 Engineering & Surveying

404 Shenandoah Blvd
 Greenville, SC 29615
 864.679.7979
 Fax 864.679.7250

Site Development Plan
 For
 Best Buy Phase 2
 Facility Interchange
 Blvd. on I-85
 Spartanburg County, SC

DATE: 08/15/12
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 APPROVED BY: [Name]

SHEET #
2

JOB # 263012

PHASE I
PHASE II

Building 'A'
2 Story
Office
62'x91'
5,642 sq. ft.
per floor
11,284 total
(8 Suites)

BUILDING 'C'
2 Story
Office
60'x71'
(12 Suites)
5,940 sq. ft.
per floor
11,880 total

40'x42'

Building 'B'
1 Story
Office
69'x80'
(4 Suites)
5,520 sq. ft.

Building 'D'
2 Story
Office
65'x69'
4,485 sq. ft.
per floor
8,970 sq. ft.
(8 Suites)

SITE DATA

OWNER/DEVELOPER	Age (2011)
TOTAL BUILDING AREA	57,554 SQ.FT.
BUILDING A	11,284 SQ.FT.
BUILDING B	5,520 SQ.FT.
BUILDING C	11,880 SQ.FT.
BUILDING D	8,970 SQ.FT.
PERMITTED AREA	125,000 SQ.FT.
PERMITTED HEIGHT	35 FT.
PERMITTED SETBACKS	10 FT. FRONT, 5 FT. SIDE, 10 FT. REAR
PERMITTED PARKING	125 SPACES

PERMITS/LEGEND

LOT 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100	PERMITS/LEGEND
LOT 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100	PERMITS/LEGEND

GRAPHIC SCALE

SHEET #
6

JOB 263012

PHASE I
OFFICE PARK
HORIZONTAL
CONTROL
PLAN

Site Development Plan
for
Buildings Phase 2
Ferdinand Island Road
Baldwin, SC.
Bladen County, SC.

Andrews & Burgess Inc.
Engineering & Surveying

604 Sherman Road
Baldwin, SC 29406
913.444.0200
Fax 913.445.9166

THE SCENES AND IDEAS PRESENTED IN THESE DRAWINGS ARE THE EXCLUSIVE PROPERTY OF ANDREWS & BURGESS INC. THE USE OF ANY PORTION OF THESE PLANS OR THIS DOCUMENT IS STRICTLY PROHIBITED WITHOUT PRIOR WRITTEN CONSENT.




PLAN REVISIONS

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

Douglas W. MacNeille
Ruth & MacNeille
40 Pope Avenue
Hilton Head Island, South Carolina 29938

Re: Easement between Stafford Rhodes, LLC and CPOA

June 4th, 2008

Dear Doug:

In response to your letter to George Mattingly dated May 8th, 2008, please be advised that a few items in your letter should be clarified.

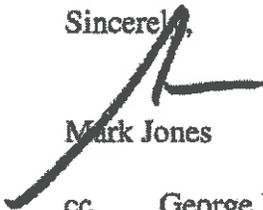
In Exhibit D-3, an overall site plan for the project was provided as an exhibit. This site plan identifies 5 commercial structures, 3 of which abut the 75' buffer line that runs parallel to the Crescent golf course. The current site plan indicates two such commercial structures with a similar adjacency to the 75' buffer line.

Current plans significantly reduce the impact of Phase II of the project on nearby Crescent Homeowners through the reduction in quantity of buildings that abut the 75' buffer line. I will also point out that there is no reference to a site fence on any exhibits other than the fence that we have installed to date on Phase I.

We certainly wish to be good neighbors to the Crescent HOA. We do not plan to proceed with construction of Phase II offices for some time. What we do intend to do is grass the entirety of the Phase II site, which should substantially mitigate any negative impacts to Crescent homeowners in the interim.

Please let me know if you have any questions or concerns.

Sincerely,



Mark Jones

cc. George Mattingly

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15
Horton
5042

RECORDED
2017 Mar -23 02:35 PM

BEAUFORT COUNTY SC - ROD
BK 3351 Pgs 473-481
FILE NUM 2014048229
10/06/2014 12:50:08 PM
REC'D BY fjenkins RCPT# 754949
RECORDING FEES \$15.00

Mail after recording to: Harbor City Title Insurance
Agency, Inc., 6201 Fairview Road, Suite 325,
Charlotte, NC 28210; File No. 1400 2303

This document prepared by and
should be returned to:

Exhibit I (9 pages)

George A. Mattingly, Esq.
Arnall Golden Gregory LLP
171 17th Street, NW
Suite 2100
Atlanta, Georgia 30363

ADD DMP Record 3/20/2017 04:52:16 PM
BEAUFORT COUNTY TAX MAP REFERENCE
Dist Map SMap Parcel Block Week
R600 032 000 0455 0000 00

GRANTEE'S ADDRESS: SR 278 Investments, LLC
1805 US Highway 82 West
Tifton, GA 31793

SPECIAL WARRANTY DEED

STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

KNOW ALL MEN BY THESE PRESENTS: That, **STAFFORD RHODES, LLC**, a Georgia limited liability company, hereinafter called Grantor, for and in consideration of the sum of Ten and No/100th Dollars (\$10.00) and other good and valuable consideration hereby acknowledged to have been paid to said Grantor by **SR 278 INVESTMENTS, LLC**, a Georgia limited liability company, hereinafter called Grantee, does hereby grant, bargain, sell, and convey unto the said Grantee, subject to the matters and reservations hereinafter set forth, Grantor's entire interest in and to the following described property, to-wit:

DMP 600 032 000 0452 0000

All that certain 14.389 acre tract or parcel of land lying and being in Beaufort County, South Carolina, and being more particularly referenced as "Future Phase" on that certain plat of survey recorded in the Land Records for Beaufort County, South Carolina, in Plat Book 129 at Page 135, together with all buildings, structures, improvements and fixtures located thereon, and expressly including Proposed Building I (1031 Fording Island Rd.), Proposed Building J (1037 Fording Island Rd.), Proposed Building K (1033 Fording Island Rd.), Proposed Building L (1039 Fording Island Rd.), Wetlands "A1", Wetlands "A2", Wetlands "A3", and any other Common Elements located thereon, and being more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof (the "Property").

NOTICE: PORTIONS OF THE PROPERTY ARE SUBJECT TO THE DECLARATION OF RESTRICTIVE COVENANTS RECORDED AT PLAT BOOK 115, PAGE 172, BEAUFORT COUNTY, SOUTH CAROLINA REGISTRY OF DEEDS ("DECLARATION").

TOGETHER with all and singular the rights of ways, easement rights, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

(SR Investments)
6765701v2

TO HAVE AND TO HOLD unto said Grantee and unto Grantee's successors and assigns forever, subject to the reservations and restrictions of a limited warranty deed in the state of South Carolina.

AND, subject to ad valorem taxes not yet due and payable, and the matters set forth on Exhibit "B" attached hereto and hereby made a part hereof, Grantor will warrant and defend the right and title to the Property unto Grantee against the lawful claims of all persons claiming by, through, or under Grantor, Grantor's agents, successors and assigns against itself and its successors and assigns, and against all persons claiming through or under Grantor but not otherwise.

SIGNATURE OF GRANTOR SET FORTH ON ATTACHED PAGE

EXHIBIT A TO SOUTH CAROLINA SPECIAL WARRANTY DEED

Legal Description

Being the "FUTURE PHASE PROPERTY" described in the Master Deed (hereafter defined) for the FORDING 278 HORIZONTAL PROPERTY REGIME and being located in the Town of Bluffton, Beaufort County, South Carolina, a horizontal property regime established pursuant to the South Carolina Horizontal Property Act (Section 27-31-10 et seq., S.C. Code Ann. 1976, as amended), the Master Deed being dated December 17, 2009, with appended By-laws and Exhibits, including Survey and Plot Plan, Floor Plans and Elevations, which Master Deed, including By-laws and Exhibits, and being duly recorded in the ROD Office for Beaufort County on January 4, 2010, in Book 02921, at Page 1943, as amended (the "Master Deed"), together with an undivided interest in the Common Elements described in the Master Deed. The Master Deed, By-laws and Exhibits, and the records thereof are incorporated herein and by this reference made a part hereof.

The Property is conveyed subject to applicable covenants, restrictions, easements and other matters of record set forth in the Master Deed, as the same may be amended from time to time by instruments recorded in said ROD Office, and is benefitted by and conveyed together with all easements applicable to the Future Phase Property under the Master Deed, all of which constituting covenants running with the land and shall bind any person having at any time any interest or estate in the Future Phase Property, and such person's family, servants and visitors as though such provisions were recited and stipulated at length herein.

BEING a portion of the same premises conveyed to Stafford Rhodes, LLC by Nonie C. Johnson and Margaret J. Schultz, as Co-Trustees of the J.B. Johnson Marital Trust U/W dated 10/5/95 by deed recorded in the ROD Office for Beaufort County on January 28, 2005 in Book 02091, Page 1773.

TMS# A Portion of R600 032 000 0452 0000

EXHIBIT B

PERMITTED EXCEPTIONS
TO SOUTH CAROLINA SPECIAL WARRANTY DEED

All exceptions and other matters shown in that certain Owner's Title Insurance Commitment # 1406-2353, issued in the name of SR 278 INVESTMENTS, LLC on September 10, 2014.

STATE OF GEORGIA)

TRANSFER TAX AFFIDAVIT

COUNTY OF TIFT)

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this Affidavit and I understand such information.
2. The property, bearing TMS No.: a portion of R600-032-000-0452-0000, is being transferred by STAFFORD RHODES, LLC to SR 278 INVESTMENTS, LLC, on September 22nd 2014.
3. Check one of the following: The Deed is
 - A. ___ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - B. ___ not subject to the deed recording fee as a transfer between a corporation, a partnership or other entity and a stockholder, partner or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
 - C. x EXEMPT from the deed recording fee because (exemption # 8)
(Explain, if required)
No consideration Paid
4. Check one of the following if either item 3(A) or item 3(B) above has been checked:
 - A. ___ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$ _____ .00.
 - B. ___ The fee is computed on the fair market value of the realty which is \$ N/A
 - C. ___ The fee is computed on the fair market value of the realty as established for property tax purposes which is \$ _____ .
5. Check YES ___ or NO X to the following: A lien or encumbrance existed on the land, tenement or realty before the transfer and remained on the land, tenement or realty after the transfer. If "YES", the amount of the outstanding balance of this lien or encumbrance is \$TBD.
6. The DEED recording fee is computed as follows: \$0.00.
7. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: Grantor.

8. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

STAFFORD RHODES, LLC,
a Georgia limited liability company

By: Stafford Capital Corporation,
a Georgia Corporation, Its manager

By: *Denean Stafford*
Print Name: _____
Its: DENEAN STAFFORD
PRESIDENT

Sworn to and subscribed before
me this 9 day of Sept., 2014.

Rhonda Hill

Notary Public
Print Name: Rhonda Hill

My Commission Expires: _____

[Notary Seal]



EXEMPTIONS FROM DEED RECORDING FEE - SECTION 12-24-40

Effective 6-10-97

Exempted from the Fee imposed by this chapter are Deeds:

1. transferring realty in which the value of the realty, as defined in Section 12-24-30, is equal to or less than \$100;
2. transferring realty to the federal government or to the state, its agencies and departments, and its political subdivisions, including school districts;
3. that are otherwise exempted under the laws and Constitution of this State or of the United States;
4. transferring realty in which the gain or loss is recognized by reasons of Section 1041 of the Internal Revenue Code as defined in Section 12-6-40(A);
5. transferring realty in order to partition realty, as long as no consideration is paid for the transfer other than the interest in the realty that are exchanged in order to effect the partition;
6. transferring an individual grave space at a cemetery owned by a cemetery company licensed under Chapter 55 of Title 39;
7. that constitute a contract for the sale of timber to be cut;
8. transferring realty to a corporation, a partnership, or a trust as a stockholder, partner, or trust beneficiary of the entity or so as to become a stockholder, partner, or trust beneficiary of the entity as long as no consideration is paid for the transfer other than stock in the corporation, interest in the partnership, beneficiary interest in the trust, or the increase in value in the stock or interest held by the grantor. However, except for transfers from one family trust to another family trust without consideration, the transfer of realty from a corporation, a partnership, or a trust to a stockholder, partner, or trust beneficiary of the entity is subject to the fee, even if the realty is transferred to another corporation, a partnership, or trust.
9. transferring realty from a family partnership to a partner or from a family trust to a beneficiary, as long as no consideration is paid for the transfer other than a reduction in the grantee's interest in the partnership or trust. A 'family partnership' is a partnership whose partners are all members of the same family. A 'family trust' is a trust in which the beneficiaries are all members of the same family. 'Family' means the grantor, the grantor's spouse, parents, grandparents, sisters, brothers, children, stepchildren, grand children, and the spouses and lineal descendant of any of them, and the grantor's and grantor's spouse's heirs under statute of descent and distribution. A 'family partnership' or 'family trust' also includes charitable entities, other family partnerships and family trusts of the grantor, and 'charitable entity' means an entity which may receive deductible contributions under Section 170 of the Internal Revenue Code as defined in Section 12-6-40(A);
10. transferring realty in a statutory merger or consolidation from a constituent corporation to the continuing or new corporation;

11. transferring realty in a merger or consolidation partnership to the continuing or new partnership;
12. that constitute or corrective deed or a quitclaim deed used to confirm title already vested in the grantee, as long as no consideration is paid or is to be paid under the corrective or quitclaim deed.
13. transferring realty subject to a mortgage to the mortgagee whether by a deed in lieu of foreclosure executed by the mortgagor or deed executed pursuant to foreclosure proceedings.

7
13
McNair
6019

RECORDED,
2017 Mar -23 02:36 PM

Buckner
BEAUFORT COUNTY AUDITOR

BEAUFORT COUNTY SC - ROD
BK 3441 Pgs 210-216
FILE NUM 2015057916
11/04/2015 11:58:16 AM
REC'D BY cwarren RCPT# 792706
RECORDING FEES \$13.00
County Tax \$464.20
State Tax \$1,097.20

This document should be returned to:

George A. Mattingly, Esq.
Arnall Golden Gregory LLP
171 17th Street, NW
Suite 2100
Atlanta, Georgia 30363

ADD DMP Record 3/20/2017 04:52:55 PM
BEAUFORT COUNTY TAX MAP REFERENCE

Dist	Map	SMep	Parcel	Block	Week
R600	032	000	0455	0000	00

Exhibit J (7 pages)

This document prepared under the supervision of:

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

GRANTEE'S ADDRESS: STAFFORD BLUFFTON LAND, LLC
1805 US Highway 82 West
Tifton, GA 31793

SPECIAL WARRANTY DEED

STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

KNOW ALL MEN BY THESE PRESENTS: That, **SR 278 INVESTMENTS, LLC**, a Georgia limited liability company, hereinafter called Grantor, for and in consideration of the sum of Ten and No/100th Dollars (\$10.00) and other good and valuable consideration hereby acknowledged to have been paid to said Grantor by **STAFFORD BLUFFTON LAND, LLC**, a Georgia limited liability company, hereinafter called Grantee, does hereby grant, bargain, sell, and convey unto the said Grantee, subject to the matters and reservations hereinafter set forth, Grantor's entire interest in and to the following described property, to-wit:

All that certain tract or parcel of land lying and being in Beaufort County, South Carolina, and being more particularly described in Exhibit "A" attached hereto and by this reference made a

(FPP, SWD- SR Investments)
HILTONHEAD 946761v1

part hereof together with all buildings, structures, improvements and fixtures located thereon (the "Property").

NOTICE: PORTIONS OF THE PROPERTY ARE SUBJECT TO THE PRESERVED WETLANDS SHOWN ON PLAT AT PLAT BOOK 115, PAGE 172, BEAUFORT COUNTY, SOUTH CAROLINA REGISTRY OF DEEDS ("DECLARATION").

TOGETHER with all and singular the rights of ways, easement rights, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD unto said Grantee and unto Grantee's successors and assigns forever, subject to the reservations and restrictions of a limited warranty deed in the state of South Carolina.

AND, subject to ad valorem taxes not yet due and payable, and the matters set forth on Exhibit "B" attached hereto and hereby made a part hereof, Grantor will warrant and defend the right and title to the Property unto Grantee against the lawful claims of all persons claiming by, through, or under Grantor, Grantor's agents, successors and assigns against itself and its successors and assigns, and against all persons claiming through or under Grantor but not otherwise.

SIGNATURE OF GRANTOR SET FORTH ON ATTACHED PAGE

SIGNATURE PAGE OF GRANTOR

IN WITNESS WHEREOF, Grantor has caused this Special Warranty Deed to be executed in its name and its seal to be hereunto affixed, effective as of the 23rd day of October, 2015.

WITNESSES:

SIGNED, sealed and delivered in the presence of:

[Signature]
Witness
Print Name: Chad Tullos

[Signature]
Witness
Print Name: Gene Rendell

GRANTOR:

SR 278 INVESTMENTS, LLC
a Georgia limited liability company

By: Stafford Capital Corporation,
a Georgia corporation, Its manager

By: [Signature]
Print Name: Frank J. Jones Jr.
Its: Treasurer [SEAL]

ACKNOWLEDGMENT

STATE OF Georgia)
COUNTY OF Tift)

ACKNOWLEDGMENT

I Rhonda Hill, a Notary Public for the state and county aforesaid, do hereby certify that Frank Jones personally appeared before me this day and acknowledged that s/he is the Treasurer of Stafford Capital Corporation, which is the manager of SR 278 INVESTMENTS, LLC, a Georgia limited liability company, and that by authority duly given s/he executed the foregoing instrument on behalf of Stafford Capital Corporation, acting for and on behalf of SR 278 INVESTMENTS, LLC as the act and deed of the foregoing SR 278 INVESTMENTS, LLC for the purposes stated in such instrument and s/he is personally known to me.

Witness my hand and official seal
this 19th day of Oct, 2015

[Signature]
Notary Public for Georgia
My commission expires: 04/24/16
[SEAL]



(FPP, SWD) - SR

EXHIBIT A TO SOUTH CAROLINA SPECIAL WARRANTY DEED

Legal Description

All that certain 14.389 acre tract or parcel of land lying and being in Beaufort County, South Carolina, and being more particularly referenced as "Future Phase" on that certain plat of survey recorded in the Beaufort County records in Plat Book 129 at Page 135, together with all buildings, structures, improvements and fixtures located thereon, and expressly including Proposed Building I (1031 Fording Island Rd.), Proposed Building J (1037 Fording Island Rd.), Proposed Building K (1033 Fording Island Rd.), Proposed Building L (1039 Fording Island Rd.), Wetlands "A1", Wetlands "A2", Wetlands "A3", and any other Common Elements located thereon, and being more particularly described as follows:

Being the "FUTURE PHASE PROPERTY" described in the Master Deed (hereafter defined) for the FORDING 278 HORIZONTAL PROPERTY REGIME and being located in the Town of Bluffton, Beaufort County, South Carolina, a horizontal property regime established pursuant to the South Carolina Horizontal Property Act (Section 27-31-10 et seq., S.C. Code Ann. 1976, as amended), the Master Deed being dated December 17, 2009, with appended By-laws and Exhibits, including Survey and Plot Plan, Floor Plans and Elevations, which Master Deed, including By-laws and Exhibits, and being duly recorded in the ROD Office for Beaufort County on January 4, 2010, in Book 02921, at Page 1943, as amended (the "Master Deed"), together with an undivided interest in the Common Elements described in the Master Deed. The Master Deed, By-laws and Exhibits, and the records thereof are incorporated herein and by this reference made a part hereof.

The Property is conveyed subject to applicable covenants, restrictions, easements and other matters of record set forth in the Master Deed, as the same may be amended from time to time by instruments recorded in said ROD Office, and is benefitted by and conveyed together with all easements applicable to the Future Phase Property under the Master Deed, all of which constituting covenants running with the land and shall bind any person having at any time any interest or estate in the Future Phase Property, and such person's family, servants and visitors as though such provisions were recited and stipulated at length herein.

The within property is also conveyed subject to all other applicable obligations, restrictions, limitations, and covenants of record in the Office of the Register of Deeds for Beaufort County, South Carolina.

BEING the same premises conveyed to SR 278 INVESTMENTS, LLC by Stafford Rhodes, LLC by deed recorded in the ROD Office for Beaufort County on October 6, 2014 in Book 3351, Page 473.

TMS# A Portion of R600 032 000 0452 0000

Together with all easements applicable to the Future Phase Property under the Master Deed, all of which constitute covenants running with the land.

Exhibit A

EXHIBIT B

PERMITTED EXCEPTIONS
TO SOUTH CAROLINA SPECIAL WARRANTY DEED

All exceptions and other matters shown in that certain Owner's Title Insurance Commitment # ~~199948~~, issued in the name of STAFFORD BLUFFTON LAND, LLC on October 19, 2015.

~~199948~~ - 00140 - 15 - WJN

STATE OF GEORGIA)

TRANSFER TAX AFFIDAVIT

COUNTY OF TIFT)

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this Affidavit and I understand such information.
2. The property, bearing TMS No.: a portion of R600-032-000-0452-0000, is being transferred by SR 278 INVESTMENTS, LLC to STAFFORD BLUFFTON LAND, LLC, on October 23, 2015.
3. Check one of the following: The Deed is
 - A. subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - B. not subject to the deed recording fee as a transfer between a corporation, a partnership or other entity and a stockholder, partner or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
 - C. EXEMPT from the deed recording fee because (exemption # 8)
(Explain, if required)

Check one of the following if either item 3(A) or item 3(B) above has been checked:

The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$ 421,965.10.

A. The fee is computed on the fair market value of the realty which is \$ N/A

B. The fee is computed on the fair market value of the realty as established for property tax purposes which is \$ _____

4. Check YES or NO to the following: A lien or encumbrance existed on the land, tenement or realty before the transfer and remained on the land, tenement or realty after the transfer. If "YES", the amount of the outstanding balance of this lien or encumbrance is \$TBD.

5. The DEED recording fee is computed as follows: $\$421,965.10 / 500.00 \text{ times } \$1.85 = \$1,561.27$.

6. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: Grantor.

7. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

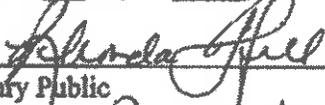
SR 278 INVESTMENTS, LLC,
a Georgia limited liability company

By: Stafford Capital Corporation,
a Georgia Corporation, Its manager

By: 
Print Name: Frank Jones, Jr.
Its: Treasurer

[SEAL]

Sworn to and subscribed before
me this 19th day of Oct, 2015


Notary Public
Print Name: Rhonda Hill
My Commission Expires: 04/21/16
[Notary Seal]

APP# 19332

**COUNTY OF BEAUFORT
COMMUNITY DEVELOPMENT CODE
CONCEPTUAL PLAN APPLICATION**

Exhibit K (1 page)

DATE ACCEPTED 11/21/17	RECEIVED BY	ZONING C5	OVERLAY DISTRICT N/A	DISTRICT 600	MAP# 32	PARCEL# 452	
PROJECT NAME Best Buy Center - Phase 2			PROJECT TYPE Multifamily				
APPLICANT (DEVELOPER) NAME, ADDRESS, PHONE # Thomas Design Group, LLC; 74 Sparwheel Ln, HHI, SC 29926 Mike Thomas, Owner			PROPERTY OWNER NAME, ADDRESS, PHONE # SR 278 LLC, 1805 US HWY 82 W, TIFTON, GA 31793				
FIRE DISTRICT Bluffton	DENSITY 15/ac.	LAND AREA (ACRES) 5.00	# LOTS 1	# UNITS 45	SQFT. BLDG. Varies	# BLDGS 4	DATE OF PREAPPL MEETING 11/15/17
FLOOR AREA RATIO n/a	PROJECT LOCATION 1031 Fording Isl Rd	MINIMUM LOT WIDTH n/a	MINIMUM LOT DEPTH n/a	MINIMUM LOT SIZE n/a			

IS THE PROPERTY RESTRICTED BY RECORDED COVENANTS THAT ARE CONTRARY TO OR CONFLICT WITH THE REQUESTED PERMIT ACTIVITY YES NO

- SEVEN COPIES BLACK/BLUE LINES OF PROPOSED PROJECT LAYOUT, NORTH ARROW, GRAPHIC SCALE AND DATE
- VICINITY MAP SHOWING PROJECT LOCATION
- DEVELOPMENT PROPERTY BOUNDARY LINES WITH BEARINGS AND DISTANCES
- NARRATIVE DESCRIBING NATURE AND SCOPE OF PROJECT
- TREE SURVEY AND INDICATION OF REQUESTED TREE REMOVAL
- NATURAL RESOURCE SURVEY
- WETLANDS BOUNDARY DETERMINATION AND CERTIFICATION
- PROPOSED PARKING SPACES (IF APPLICABLE)
- ARCHAEOLOGICAL/HISTORIC SITE DETERMINATION
- PROPOSED MODULATION (IF APPLICABLE)
- BUILDING TYPE (TRANSECT ZONES ONLY, EXCEPT T1, T2R, & T2RN)
- PROPOSED SETBACK, BUFFER, OPEN SPACE AND CIVIC AREAS, LANDSCAPED AREAS
- ADJACENT PROPERTY EXISTING LAND USES AND PROPERTY OWNERS NAMES
- EXISTING BUILDINGS, STRUCTURES, FACILITIES AND EASEMENTS ON DEVELOPMENT PROPERTY
- CONCEPTUAL DRAINAGE PLAN
- FOR COMMUNICATION TOWERS - CO-LOCATION STUDY AND VISUAL IMPACT ANALYSIS
- EXISTING AND PROPOSED COUNTY WIDE COVERAGE BY SERVICE PROVIDER
- DIGITAL COPY OF ENTIRE PROJECT

RECEIVED
NOV 21 2017
Community Development Dept.

APPLICANT'S SIGNATURE  DATE 2017.11.20 REVIEW DATE 2017.12.13

**BEAUFORT COUNTY
COMMUNITY DEVELOPMENT CODE**

Exhibit L (5 pages)

- MULTI FAMILY AND NONRESIDENTIAL FINAL PLAN APPLICATION -

PERMIT	DATE ACCEPTED	RECEIVED BY	FILING FEE	RECEIPT#	ZONING C5RCMU	OVERLAY DISTRICT n/a
PROJECT NAME Osprey Cove Apartments				PROJECT TYPE Commercial		
APPLICANT (DEVELOPER) NAME, ADDRESS, PHONE# Welles LOM, LLC 980 N. Michigan Ave., Ste. 1600, Chicago, IL 60611 / Mike Thomas, 843-715-9434, mthomas.icon@gmail.com				PROPERTY OWNER NAME, ADDRESS, PHONE# Welles LOM, LLC 980 N. Michigan Ave., Ste. 1600, Chicago, IL 60611 / Mike Thomas, 843-715-9434, mthomas.icon@gmail.com		
PROJECT LOCATION 1031, 1033, 1037, & 1039 Fording Island Road, Bluffton SC 29910	PIN R600 032 000 0452 0000	LAND AREA (ACRES) 2.7 disturbed acres	BLDG AREA 27,000 SF	#BLDGS 4	#UNITS 45	FIRE DISTRICT Bluffton

- FINAL PLAN INFORMATION REQUIRED -

IS THE PROPERTY RESTRICTED BY RECORDED COVENANTS THAT ARE CONTRARY TO OR
CONFLICT WITH THE REQUESTED PERMIT ACTIVITY YES () NO ()

- | | |
|--|---|
| <input checked="" type="checkbox"/> EIGHT BLACK LINE COPIES OF THE DEVELOPMENT SITE PLAN WITH INFRASTRUCTURE CONSTRUCTION DRAWINGS | <input checked="" type="checkbox"/> ARCHAEOLOGICAL SITE DETERMINATION FROM PLANNING |
| <input checked="" type="checkbox"/> VICINITY MAP SHOWING PROJECT LOCATION, NORTH ARROW, GRAPHIC SCALE AND DATE (Site Plans) | <input checked="" type="checkbox"/> EXISTING AND PROPOSED FIRE HYDRANT LOCATIONS (Site Plans) |
| <input checked="" type="checkbox"/> DEVELOPMENT PROPERTY BOUNDARY LINES WITH BEARINGS AND DISTANCES (Site Plans) | <input checked="" type="checkbox"/> PROPOSED ACCESS TO EXISTING ROADS, CIRCULATION ROUTES, PARKING SPACE LAYOUT & DIMENSIONS (Site Plans) |
| <input checked="" type="checkbox"/> EXISTING ROADS, STREETS, HIGHWAYS ON OR ADJACENT TO PROPERTY (NAME, NUMBER, RIGHT OF WAY WIDTH) (Site Plans) | <input type="checkbox"/> TRAFFIC IMPACT ANALYSIS (N/A) |
| <input checked="" type="checkbox"/> EXISTING DRAINAGE DITCHES, CANALS, WATER COURSES ON OR ADJACENT TO PROPERTY (Site Plans) | <input checked="" type="checkbox"/> PROPOSED SETBACKS, BUFFERS, OPEN SPACE AREAS AND LANDSCAPED AREAS (Site Plans) |
| <input checked="" type="checkbox"/> EXISTING BUILDINGS, STRUCTURES AND FACILITIES ON THE DEVELOPMENT PROPERTY (Site Plans) | <input checked="" type="checkbox"/> TOPOGRAPHIC SURVEY, DRAINAGE PLAN, CALCULATIONS AND BMP ANALYSIS |
| <input checked="" type="checkbox"/> EXISTING ELECTRIC, TELEPHONE, GAS, WATER, SEWER UTILITY LINES ON OR ADJACENT TO THE PROPERTY (Site Plans) | <input checked="" type="checkbox"/> FINAL WATER SUPPLY & SEWAGE DISPOSAL PLANS (Site Plans) |
| <input checked="" type="checkbox"/> ADJACENT PROPERTY EXISTING LAND USES AND PROPERTY OWNER NAMES (Site Plans) | <input checked="" type="checkbox"/> FINAL DESIGN & LAYOUT OF UNDERGROUND ELECTRIC, TELEPHONE, GAS & CABLE TV UTILITY LINES (Site Plans) |
| <input checked="" type="checkbox"/> NARRATIVE DESCRIBING NATURE & SCOPE OF PROJECT | <input checked="" type="checkbox"/> LETTERS OF CAPABILITY & COMMITMENT TO SERVE WATER, SEWER, UNDERGROUND ELECTRIC & TELEPHONE FROM THE AFFECTED AGENCIES |
| <input type="checkbox"/> WETLANDS BOUNDARY DETERMINATION & CERTIFICATION | <input checked="" type="checkbox"/> FINAL HEALTH DEPARTMENT PERMITS OR APPROVALS FOR WATER AND SEWER SYSTEMS (DRP Letter, BJWSA) |
| <input type="checkbox"/> PROTECTED RESOURCES SITE CAPACITY ANALYSIS (ART. 5) (Reference Narrative) | <input type="checkbox"/> OCRM PERMITS AND APPROVALS (Pending) |
| <input checked="" type="checkbox"/> TREE SURVEY & INDICATION OF REQUESTED TREE REMOVAL (Site Plans) | <input type="checkbox"/> CORRIDOR REVIEW BOARD APPROVAL (N/A) |
| <input checked="" type="checkbox"/> TREE PROTECTION ZONES & PROPOSED TREE PROTECTION METHODS (Site Plans) | <input type="checkbox"/> SCDOT ENCROACHMENT PERMIT (N/A) |
| <input checked="" type="checkbox"/> TREE PLANTING AND REPLACEMENT PLAN (Landscaping Plans) | <input checked="" type="checkbox"/> FIRE SAFETY STANDARDS APPROVAL BY FIRE OFFICIAL |
| | <input checked="" type="checkbox"/> OTHER APPLICABLE AGENCY PERMITS OR APPROVALS |
| | <input checked="" type="checkbox"/> EXTERIOR LIGHTING PLAN |

APPLICANTS SIGNATURE Paul Thomas DATE 3/26/18 REVIEW DATE _____

**PROJECT NARRATIVE FOR FINAL STAFF REVIEW TEAM (SRT)
BEAUFORT COUNTY, SOUTH CAROLINA**

Project: Osprey Cove Apartments – (Final SRT)

Date: **March 26, 2018**

Applicant: **WELLES LOM, LLC**
980 N. Michigan Ave., Ste. 1600
Chicago, IL 60611
Michael Thomas, mthomas.icon@gmail.com
Office: (843) 715-9434
Mobile: (843) 816-0678

Agent: Paul Moore, PE
Ward Edwards Engineering
P.O. Box 381
Bluffton, SC 29910
Office: (843) 837-5250
Mobile: (843) 384-5266

Parcel: 911 Addresses: 1031, 1033, 1037, & 1039 Fording Island Rd
Property ID: R600 032 000 0452 0000
Current Owner: SR 278 LLC
1805 US Highway 82 West
Tifton, GA 31793
Acreage: 14.389 acres (entire Parcel R600-32-452)
±5.00 acres (Phase 2 only)

Zoning: C5 Regional Center Mixed-Use (C5RCMU)

Overlays: N/A (Per Nancy Moss, the project is not located within DRB jurisdiction)

Approval sought: Final SRT

Project Description:

Applicant proposes development of a 45-unit multifamily housing development on a 5.0 acre (3.40 acre upland) portion of Best Buy Center on Fording Island Road in Bluffton, Beaufort County, South Carolina.

Development Permit History:

Phase II of Best Buy Center was previously designed and permitted as a commercial office complex. Beaufort County Development Permit #4775 was issued on January 9, 2008 with a two year validity period and the ability to request five (5) one-year extensions.

Existing Site Condition:

The site has already been cleared, grubbed, and a double 36" pipe drainage connection installed between the two existing stormwater ponds. Water, sewer, and power were extended to the western edge of the development site. The site is zoned C5RCMU and the property to the north is Crescent Pointe Golf Course (Zoned PUD).



Allowed Uses (Division 3.3):

- Single-Family Detached Unit: TCP
- Single-Family Attached Unit: TCP
- Two Family Unit (Duplex): TCP
- Multi-Family Unit: P
- Accessory Unit: TCP
- Community Residence (dorms, convents, assisted living, temporary shelters): TCP

P=permitted, TCP=Permitted only as part of a Traditional Community Plan under requirements of Division 2.3

Building Height (3.3.50):

Per CDC Section 3.3.50, the maximum allowable building height is 3 stories.

Gross Density and Floor Area Ratio (3.3.50):

- 15.0 d.u./acre max (Gross Density is total # of dwelling units on a site divided by the Base Site Area as calculated in Division 6.1.40.F)
- Base Site Area = 3.40 acres x 15.0 du/acre = **51 units allowed, 45 provided**

Setbacks:

Distance from ROW/Property Line

Front: 25' min.

Side, Main Building: 15' min (provided).

Side, Ancillary Building: 15' min.

Rear: 10' min (75' provided)

Buffers (Section 5.8):

Foundation Buffer Required – min. 8 ft

180 sq ft tree island required every 8 parking spaces

Perimeter buffer: Type B per Table 58.90.F (Proposed Residential II adjacent to Residential I)

Type B=20 ft or 10 ft (depending on planting types)

A vegetative buffer exists at 75' as recorded through an easement between the Owner and the CPOA. (ref Book 2259/Page 1599. Exhibit D-3)

Access:

The site will be accessed from Phase 1 of Best Buy Center, which is accessed from Fording Island Road (US 278). An access easement will be provided from Fording Island Road to the 5.0-acre parcel.

Parking (3.3.50):

Required Parking Spaces:

Multi-family units: 2.75 per unit (2.5 per unit/4 BR apt + .25 per unit/guest)

Units Proposed: 45

Parking Spaces Required: $2.75 \times 45 = 124$

Parking Spaces Provided: 124

Stormwater:

There is an existing stormwater management system previously designed, approved, constructed for the entirety of Best Buy Center—including Phase 2. At the 11/15 SRT Discussion, Eric Larson stated the existing master planned stormwater system will be sufficient as long as it was intended to accommodate runoff from this site and impervious surface coverage is equal to or less than the amount assumed in the master plan.

Utilities:

BJWSA water and sewer mains are located nearby and will be extended to serve the proposed building.

Wetlands:

There is a declaration of restrictive covenants defining the wetlands and mitigation buffers. A copy of the covenants are included for reference.

Maintenance Responsibility:

Bluffton Fire District will be responsible for maintenance of the constructed facility.



April 11, 2018

COUNTY COUNCIL OF BEAUFORT COUNTY

Beaufort County Community Development

Multi Government Center • 100 Ribaut Road

Post Office Drawer 1228, Beaufort, SC 29901-1228

OFFICE (843) 255-2170

FAX (843) 255-9446

Exhibit M (3 pages)

Mr. Paul Moore
Ward Edwards Engineering
Post Office Box 381
Bluffton, SC 29910

Re: Osprey Cove Apartments - (Final)

Dear Mr. Moore:

Please have this letter will serve as the recommendations from each member of the SRT for final review of the referenced project:

COMMUNITY DEVELOPMENT:

1. Why are all the HC parking spaces grouped together and not distributed on the property?
2. The County Natural Resource Planner will review the independent Arborist Report once submitted. Dead diseased or dying trees must be mitigated 1 for 1 with a 2.5" caliper hardwood tree. On Sheet T1.0, the tree mitigation table should include the three dead trees referenced for a total of (46) 2.5" trees planted to meet required mitigation.
3. Landscape Plan comments:
 - a. Clearly identify/highlight the mitigation trees on the plans.
 - b. Please explain why there aren't any foundation plantings proposed on the back-side of each building.
 - c. Applicant is removing a total of 107", plus 3 trees for the dead trees. A total of 46 trees are required to be planted. Please revise planting plan showing the additional 8 trees.
4. Exterior Lighting plan & cut-sheets: The lighting plan does not match the final site layout plan. Please revise and re-submit.
5. Dumpster enclosure: Dumpster enclosure and gates must be 100% opaque and tall enough to completely conceal the dumpster. Please explain which materials and colors are being proposed and how tall the enclosure and gates will be.
6. Property Signage: Please identify the location of the monument sign. Approval of the monument sign is handled with a separate process. The monument structure design must match the building materials and colors.
7. Meter, Power Source & AC unit Screening for each building: Please describe the method of screening which will be used to conceal these items from view.

"Professionally we serve; Personally we care!"

April 11, 2018

Page 2

8. Applicant shall submit BJWSA Letter of Capability and commitment to Serve. Capacity fees shall be paid and receipt submitted.

STORMWATER:

9. The site is located within a master-planned development designed to meet the water quality and requirements that were in place at the time. This predated the volume requirements of the current Beaufort County BMP Manual. Applicant shall address volume control per Section 5 of the BMP Manual.
10. Proposed plans illustrate a reduction of pond volume for Pond 3 with the proposed parking lot, sidewalk, and retaining wall adjacent to Building A. The proposed encroachments should be removed or the plans should show replacement of the lost pond volume.
11. How will the runoff from the rooftops of the proposed buildings be collected and/or directed to the storm water ponds?
12. The site plans call for demolition of a portion of the existing 18" storm sewer that discharges into Pond 4. The proposed drainage plan calls for a connection of the proposed storm sewer system to the remaining section of 18" storm sewer by means of a proposed junction box. The proposed storm upstream of the proposed junction box is specified as 24". The existing pipe was modeled as 24" as opposed to 18". Please address and revise accordingly.
13. Building D is shown to encroach in the existing drainage easement.
14. The designer's certification statement should be added to the plans.
15. Please correct inconsistencies within the plans, calculations, and NOI regarding the amount of disturbed area. If the NOI will require revisions, the revisions should be initialed by the Engineer and Permittee.

Please provide your written response to include construction drawings, plats, etc. to any issues raised by individual SRT members no later than Friday at 12:00 p.m. prior to your scheduled SRT meeting. Failure to address any item will result in your application being deferred until your entire response has been received. You may also request that your scheduled SRT meeting be postponed to allow additional time to address these comments. You may only reschedule the SRT meeting twice to correct deficiencies to avoid an additional filing fee

April 11, 2018
Page 3

NOTE: THE SRT RESERVES THE RIGHT TO CONSIDER ADDITIONAL INFORMATION RELATED TO THE PROJECT LISTED ABOVE PRIOR TO THE DATE OF THE SRT MEETING. THEREFORE, THE SRT'S DECISIONS MAY CHANGE ACCORDING TO NEW FACTS OR THE CONSIDERATION OF ADDITIONAL FACTS UNKNOWN AS OF THE DATE OF THIS REPORT.

Sincerely,

A handwritten signature in black ink, appearing to read "HAAustin". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

Hillary A. Austin
Zoning & Development Administrator

April 16, 2018

Exhibit N (4 pages)

Hillary Austin
Zoning Department - Beaufort County
P.O. Drawer 1228
Beaufort, SC 29901

Subject: **SRT Review Response (Final)**
OSPREY COVE APARTMENTS
Ward Edwards Project Number: 170262

Hillary:

In response to the SRT review letter dated April 11th regarding our most recent submittal, please find the following:

Enclosures

1. Arborist Report
2. BJWSA Letter of Capability
3. Revised Landscape and Lighting Plans
4. Revised Site Plans
5. Revised Stormwater Report

Community Development

1. Why are all the HC parking spaces grouped together and not distributed on the property?
The only building with ADA accessible units is Building "D", so all of the HC parking stalls are located together in front of that building.
2. The County Natural Resource Planner will review the independent Arborist Report once submitted. Dead diseased or dying trees must be mitigated 1 for 1 with a 2.5" caliper hardwood tree. On Sheet T1.0, the mitigation table should include the three dead trees referenced for a total of (46) 2.5" trees planted to meet required mitigation.
Please see Attached Arborist Report.
3. Landscape Plan comments:
 - a. Clearly identify/highlight the mitigation trees on the plans
Please see revised Landscape Plans.
 - b. Please explain why there aren't any foundation plantings proposed on the back-side of the each building.
The rear of Building C and D are adjacent to wetlands and are not visible. Buildings A and B are adjacent to the Crescent golf course where a 25' setback is required. We have provided a 75' setback that is heavily wooded, therefore foundation plantings will not be seen and seem unnecessary.

RECEIVED

APR 17 2018

Community
Development Dept

- c. Applicant is removing a total of 107", plus 3 trees for the dead trees. A total of 46 trees are required to be planted. Please revise planting plan showing the additional 8 trees.
Please see revised Landscape Plans.
4. Exterior Lighting plan & cut sheets: The Lighting Plan does not match the final site layout plan. Please revise and re-submit.
Please see the attached revised Lighting Plan.
5. Dumpster enclosure: Dumpster enclosure and gates must be 100% opaque and tall enough to completely conceal the dumpster. Please explain which materials and colors are being proposed and how tall the enclosure and gates will be.
Dumpster Enclosure details have been added to the plan set. Please see the revised Site Plans, Sheet C903.
6. Property Signage: Please identify the location of the monument sign. Approval of the monument sign is handled with a separate process. The monument structure design must match the building materials and colors.
A monument sign will be located at the entrance of the development. Please see the attached revised Site Plans, Sheet C901.
7. Meter, Power Source & AC unit screening for each building: Please describe the method of screening which will be used to conceal these items from view.
The AC equipment proposed for use does not require exterior condensers and therefore screening is not required. The AC units themselves are located in a mechanical closet outside of each unit on each floor. Meters will be screened by use of landscaping at the ends of each building.
8. Applicant shall submit BIWSA Letter of Capability and commitment to serve. Capacity fees shall be paid and receipt submitted.
Please see attached BIWA Letter of Capability.

Stormwater

9. The site is located within a master-planned development designed to meet the water quality and requirements that were in place at the time. This predated the volume requirements of the current Beaufort County BMP Manual. Applicant shall address volume control per Section 5 of the BMP Manual.
A volume control analysis of the proposed site plan we performed. The post-development impervious area will result in a small increase in runoff volume that will be detained in the proposed permeable paving. The net result is that the site will have no net increase in runoff volume in post-development conditions. See the revised Stormwater Report for the additional volume control calculations.

10. Proposed plans illustrate a reduction of pond volume for Pond 3 with the proposed parking lot, sidewalk, and retaining wall adjacent to Building A. The proposed encroachments should be removed or the plans should show replacement of the lost pond volume.

The pond banks in current conditions do not match the final proposed conditions from the stormwater master plan (SWMP) and the original approved Phase 2 Site Development Plans. The current pond banks slope upward from normal water level at an average of 5:1 slope. The original design for the ponds calls for the banks to slope from NWL at 3:1. This means that the pond top of bank is currently larger than needed for the SWMP and this gives the appearance that the Osprey Cove project is encroaching into the ponds. In reality, the Osprey Cove improvements are no more expansive than the original Phase 2 development previously approved by the County. While there may be a reduction in pond volume from the current condition of the ponds, there is no reduction in volume from the SWMP design of the ponds.

11. How will the runoff from the rooftops of the proposed buildings be collected and/ or directed to the storm water ponds?

The downspouts for the proposed buildings will discharge into gravel splash pads and will follow the proposed grading that ultimately discharge into the existing stormwater facilities. This will result in runoff from the rooftops sheet flowing across landscaped or permeable areas.

12. The site plans call for demolition of a portion of the existing 18" storm sewer that discharges into Pond 4. The proposed drainage plan calls for a connection of the proposed storm sewer system to the remaining section of 18" storm sewer by means of a proposed junction box. The proposed storm upstream of the proposed junction box is specified as 24". The existing pipe was modeled as 24" as opposed to 18". Please address and revise accordingly.

The proposed connection into Pond 4 has been revised so that the existing stub-out will be removed and replaced with a 24" outfall pipe. Please see the revised Stormwater Report.

13. Building D is shown to encroach in the existing drainage easement.

The location of Building D has been revised and will not encroach the existing drainage easement. Please see revised Site Layout, Sheet C401.

14. The designer's certification statement should be added to the plans.

The designer's certification has been added to the Cover Sheet, Sheet C001.

15. Please correct inconsistencies within the plans, calculations, and NOI regarding the amount of disturbed area. If the NOI will require revisions, the revisions should be initialed by the Engineer and Permittee.

The Site Plans, NOI, and calculations have been revised. The total limits of disturbance are 2.70 acres. Please see attached revisions.



CIVIL ENGINEERING & LAND DEVELOPMENT CONSULTING

If you have any questions or comments during your review, please do not hesitate to contact me at (843)384-5266 or pmoore@wardedwards.com.

Sincerely,
Ward Edwards Engineering

A handwritten signature in blue ink that reads "Paul Moore".

Paul Moore, PE
Project Manager

Exhibit O (1 page)

April 25, 2018

Walter J. Nester, III

wnester@mcnair.net
T 843.785.2171
F 843.686.5991

Via UPS Next Day Air

Crescent Property Owners Association, Inc.
Attn: Mr. John Nastoff
10 Crescent Circle
Bluffton, South Carolina 29910

Re: Stafford Bluffton Land, LLC ("Stafford") - Crescent Property
Owners Association, Inc. ("CPOA")
Our File Number: 068276.00001

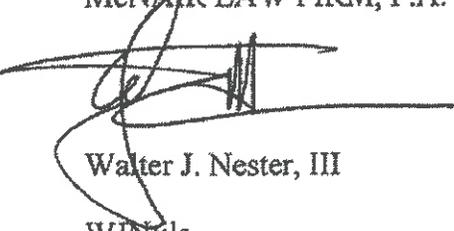
Dear Mr. Nastoff:

This firm represents Stafford and I understand you have had discussions with Chad Tullos regarding the proposed plans of Osprey Cove, LLC for development upon property which is the subject of that certain Easement Agreement and Consent to Improvements recorded in Book 2259 at Page 1583 in the Office of the Register of Deeds for Beaufort County (the "Easement and Consent") a copy of which is enclosed. In accordance with Sections 1(a)(ii) and 10 of the Easement and Consent, this correspondence shall serve as notice of Permitting Modifications proposed by Stafford and commencement of the Permitting Review Period. Enclosed is the proposed Consent and Approval with Proposed Site Development Plans which include the site plan and drainage plan.

Please contact me if you have any questions.

Sincerely,

McNAIR LAW FIRM, P.A.



Walter J. Nester, III

WJN:jls
Enclosures

cc: Douglas MacNeille, Esquire (w/enclosures, via E-mail only)
Edward M. Hughes, Esquire (w/enclosures, via E-mail only)
Atlantic States Management (w/enclosures, via E-mail only)
Stafford Bluffton Land, LLC (w/enclosures, via E-mail only)

McNAIR LAW FIRM, P.A.
Shelter Cove Executive Park
23-B Shelter Cove Lane, Suits 400
Hilton Head Island, SC 29928

Mailing Address
Post Office Drawer 3
Hilton Head Island, SC 29928

mcnair.net

RUTH & MACNEILLE P.A.

DOUGLAS W. MACNEILLE^o
WILLIAM A. RUTH (1942-2008)

ATTORNEYS AND COUNSELORS AT LAW

TELEPHONE: (843) 785-4251
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^o Admitted in California (Inactive)

10 OFFICE WAY, SUITE 200
P. O. DRAWER 5706
HILTON HEAD ISLAND, SOUTH CAROLINA
29938-5706

Sender E-Mail:
douglas@ruthandmacneille.com

May 3, 2018

Via Email & 1st Class Mail

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

**RE: Stafford Bluffton Land, LLC ("Stafford")
Crescent Property Owners Association, Inc. ("CPOA")
Your File Number: 068276.00001**

Dear Walter:

I refer you to your letter of April 25, 2018 to CPOA. As you know, this law firm represents CPOA. Further, CPOA has associated Chester C. Williams, Esq. as co-counsel in connection with the pending Permitting Modifications requested by Stafford for the parcel adjoining the Best Buy Commercial Center in Bluffton (i.e. the Osprey Cove Apartments), referred to in your letter of April 25, 2018.

On April 29, 2018, I requested on behalf of CPOA an additional 15 business day extension of time within which to respond; however, you denied my request in your response letter to me dated May 2, 2018.

Given the present status of this matter, CPOA, in accordance with the provisions of Paragraphs 1(a)(2) and 10 the Easement Agreement and Consent to Improvements by and between CPOA and Stafford Rhodes, LLC dated October 25, 2005 and recorded in Beaufort County Record Book 2259 at Page 1583 (the "Agreement"), herewith states its objections to the Permitting Modifications, as follows:

1. The Osprey Cove Apartments project is planned for a portion of the property described in Exhibit A (the "Stafford Property") to the Agreement. Plans for the development of the Stafford Property were presented to CPOA in 2005. Those plans, the first pages of which are attached as Exhibit D-1 through D-5 to the Agreement, show the area designated for the Osprey Cove Apartments project was to be developed as three office buildings, and the Permitting Modifications now proposed by Stafford is for the development and construction of four (4) apartment buildings, including 45 Apartments.
2. The Agreement contains specific covenants, promises by Stafford Rhodes,

LLC made in consideration of the easements granted by CPOA, running with the entirety of the Stafford Property, recorded in the Beaufort County land records. As such, any review and/or approval by Beaufort County of any application for the Osprey Cove Apartments project must consider the requirements of *both* S.C. Code Ann. Sec. 6-29-1145 and Beaufort County Community Development Code Section 1.4.40. These code sections, read together, provide that Beaufort County "...shall not approve the activity, unless the landowner demonstrates the restrictive covenant is released." It is clear to me and CPOA that any development of the Stafford Property in general, and the proposed location of the Osprey Cove Apartments, in particular, in a manner other than that represented to CPOA in the Agreement, without first obtaining the consent of CPOA, is a violation of the Agreement.

3. It is unfortunate that you denied by request for an extension of the time available to CPOA to review the plans for the Osprey Cove Apartments, because with additional time, CPOA may have been able to reach an acceptable level of comfort with Stafford's proposed change in the plans for the development of the Stafford Property. Without that extension, CPOA has no choice but to decline to approve the Permitting Modifications presented by the plans for the Osprey Cove Apartments.
4. Based upon the information presently available to CPOA, for the reasons set forth below, CPOA *cannot* consent to the Permitting Modifications at this time.
5. The proposed Permitting Modifications constitute a material change in use from the Business Offices to Apartments, which will have a material adverse effect on the adjoining and nearby properties owned by Crescent residents, CPOA and the Crescent Golf Links.
6. A primary concern of CPOA is the effect that the proposed development of the Osprey Cove Apartments will have on property values, especially for the homeowners living on Heritage Bay Court and Meridian Point Drive in the Crescent. The plans and modifications submitted by Stafford do not include any information concerning what measures will be taken to minimize the impact on the adjoining landowners (fencing, landscaping, sound barriers, etc.).
7. The proposed plans for the Osprey Cove Apartments submitted by Stafford to Beaufort County are being modified on an ongoing basis, and CPOA is not been provided with a final set of drawings, including elevation drawings that would allow CPOA to better evaluate the proposed development of the Osprey Cove Apartments.
8. The proposed Permitting Modifications will certainly result in a material change in traffic generation by the use of the site proposed for the Osprey Cove Apartments, from normal business hours for the original business

office use to a 24-hour, 7-day a week basis for multifamily residential use, and increased sewage discharge into a BJWSA lift station from Apartments as opposed to Business Offices, a lift station that is critical to many owners in The Crescent. Before CPOA is able to further consider the Permitting Modifications, it will require that a traffic impact analysis documenting the change in traffic trip generation rates for the Permitting Modifications as opposed to the original, promised development plans. In addition, Further, before CPOA is able to further consider the Permitting Modifications, it will require proof that the owner of Crescent Golf Links and BJWSA have reviewed and approved the sanitary sewer capacity requirements for the Permitting Modifications and the effect of the Permitting Modifications on the sewer lift station serving the Permitting Modifications.

9. Considering the proposed change from business office use, which typically results in on-site activity only during normal business hours, to multifamily residential use, which results in all day, all night, all week on-site activity the Permitting Modifications will clearly result in a much greater impact on adjacent and nearby properties, in contravention of what was promised to CPOA in the Agreement,
10. CPOA is concerned about the potential for an increase in crime and noise levels coming from the property and will require additional concept information on the Osprey Cove Apartments (e.g., occupancy restrictions, rental rates, restrictions on short-term rental, etc.). Michael Thomas has represented to CPOA that rents for the proposed apartments will be in the range of \$2,000.00 per month. Based on that representation, if CPOA later consents to the Permitting Modifications, CPOA may require a restrictive covenants, enforceable by CPOA, be imposed on the Osprey Cove Apartments tract that will prohibit the leasing of any apartment for a monthly rental of less than \$2,000.00 per month.
11. Review of changes in storm water drainage resulting from the Permitting Modifications is underway, however, at this point, CPOA does not have enough information or guidance from its engineers to determine the sufficiency of the storm water drainage plans for the Permitting Modifications and what effect, if any, those changes in proposed storm water drainage will have on the residential properties on Meridian Point Drive and the Crescent Golf Links, both of which have flooded in the past.
12. The plans for the Permitting Modifications are insufficient to allow CPOA to determine whether the requirements of fencing, sound buffers and landscaping as required by the Agreement will be provided as part of the Permitting Modifications. We believe that these matters must be addressed under the terms of the Agreement.
13. CPOA believes it is likely that parking lot lighting for the proposed Osprey Cove Apartments will be substantially different from what was

proposed in the Agreement, but due to your refusal to grant an extension of CPOA's review period, CPOA has been unable to determine how this may affect homes on Heritage Bay Court in Meridian Point Drive.

14. It has come to CPOA's attention that the conveyances of the tract that includes the proposed site of the Osprey Cove Apartments from Stafford Rhodes, LLC to SR 278 Investments, LLC by the deed recorded in Beaufort County Record Book 3351 at Page 473 and by SR 278 Investments, LLC to Stafford recorded in Beaufort County Record Book 3441 at Page 210 (which was prepared under your supervision) violate SC Code Section 6-29-1190 because Beaufort County has not approved the subdivision of that tract, and are therefore illegal conveyances.
15. It also has come to CPOA's attention that Stafford, which is a Georgia LLC, is *not* authorized to transact business in South Carolina.
16. A final and important concern of CPOA is the fact that it appears that Stafford has been attempting to obtain approval for these Permitting Modifications *without* the required involvement of CPOA, and this present serious concerns over the level of candor coming from Stafford.

To be clear, this letter constitutes CPOA's timely detailed objections to the Permitting Requirements under Section 1(a)(iii) of the Agreement. Accordingly, Stafford has such time as reasonably necessary to have the Permitting Modifications revised to accommodate CPOA's objections. CPOA looks forward to receiving the revised Permitting Modification.

I will be happy to discuss this matter with you further at your convenience. Best regards, I am

Very Truly Yours,



Douglas W. MacNeill

cc: Mr. John Nastoff
Mr. Herb Brown
Chester C. Williams, Esq.
Edward M. Hughes, Esq.
George A. Mattingly Esq.

Exhibit Q (1 page)

Subject: FW: OSPREY COVE APARTMENTS

From: Austin, Hillary

Sent: Monday, April 30, 2018 4:04 PM

To: 'Paul Moore' <pmoore@wardedwards.com>

Cc: Greenway, Eric <egreenway@bcgov.net>; Criscitiello, Anthony <tonyc@bcgov.net>

Subject: OSPREY COVE APARTMENTS

Hello Heath,

It has just been brought to our attention that the parcel proposed for the Osprey Cove Apartments must be subdivided from the parent parcel. Apparently Parcel 452 was created through a deed, which is not permitted in SC. Please submit subdivision plats and all pertinent document to the SRT for final approval of the apartment plat. The permit for the construction of the apartments will not be issued until all of the conditions listed on the SRT's Action Form, and the subdivision of the parcel is approved and recorded.

Please do not hesitate to give me a call if you have any questions.

Thanks,

Hillary A. Austin

Zoning & Development Administrator

Post Office Drawer 1228

Beaufort, SC 29901

843.255.2173

Email: hillarya@bcgov.net

RUTH & MACNEILLE
PROFESSIONAL ASSOCIATION

ATTORNEYS AND COUNSELORS AT LAW

40 POPE AVENUE

P O DRAWER 8706

HILTON HEAD ISLAND, SOUTH CAROLINA

29928-5706

TELEPHONE (843) 785-4251

FAX (843) 888-5404

Exhibit R (2 pages)

WILLIAM A RUTH (1942-2008)
DOUGLAS W. MACNEILLE**
MICHAEL K KNUDSEN*

**ALSO ADMITTED IN CALIFORNIA
*ALSO ADMITTED IN GEORGIA

SUITE 200, 7 SIMMONSVILLE ROAD
P O BOX 2808

BLUFFTON, SOUTH CAROLINA
29910

TELEPHONE (843) 815-5353

FAX (843) 815-5354

May 8, 2008

George A. Mattingly, Esquire
Arnall Golden Gregory LLP
171 17th Street NW, Suite 2100
Atlanta, GA 30363-1031

RE: Easement between Stafford Rhodes, LLC and CPOA

Dear George:

I hope this letter finds you in good health. I am assuming that you are still representing Stafford Rhodes, LLC, ("Stafford") specifically in regards to the commercial development in Bluffton, South Carolina.

Phase I of the project, which includes anchor stores of Best Buy and PetCo has been substantially completed, and Stafford has installed the agreed upon fence and landscaping.

The Phase II land, which is to consist of commercial office space, started to move forward but has been held up, likely due to economic factors. The land has been cleared and there is the usual orange plastic fencing and tape everywhere. There is also a large mound of earth and a construction trailer on the property. The Crescent POA ("CPOA") has received a number of inquiries and complaints from concerned residents living in the area. The logistics are that there are a half-dozen or so homes that are located quite close to the Phase II portion of the project, much closer than those across the golf fairway from Phase I. CPOA has received a petition signed by several dozen homeowners requesting that the Board take action in regards to this situation.

George, I have refreshed myself on the Easement Agreement. The drawings referenced therein show the fence and landscaping to be installed along a large portion of Phase I. There are no similar provisions for fencing or landscaping in regards to Phase II of the project. The drawings attached to the Easement Agreement show Phase II as consisting of four (4) large (10,000 sq. ft.) office buildings. I have received copies of plans showing that Phase II was materially changed to include four differently located and smaller commercial office buildings. The parking lot is also reconfigured in the newer drawings that have been approved by Beaufort County Planning Department. Neither CPOA nor my office was notified of the change in plans at the time that they were submitted to Beaufort County. This is inconsistent with the requirements of Section 1 and 10

of the Easement Agreement. At some point, CPOA was provided with a preliminary plan similar to the one that was approved by Beaufort County, and which did show a fence along the entire length of the Phase II parking area.

I would like to discuss with you what can be done to address the ongoing concerns over Phase II construction. CPOA has been advised that the construction will not be moving forward for a year or two. I expect that this is likely due to the current economic situation and the fact that there is an overabundance of commercial office space in Bluffton at present. Unfortunately, this has left what could be referred to as an "eye sore" without any immediate plans to mitigate the view presented to Crescent property owners.

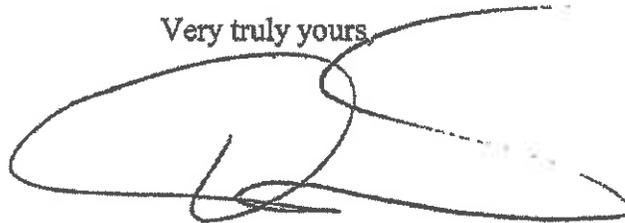
It is my suggestion that CPOA and Stafford reach a modified agreement concerning Phase II, along the following lines:

1. Stafford will agree to install a suitable fence along the parking lot area, at a minimum within an agreed upon time frame;
2. Stafford will agree to promptly install landscaping sufficient to substantially screen the Phase II construction area from the nearby homes;¹ and,
3. Stafford will take such additional measures as are deemed necessary to mitigate the view problems previously being experienced by Crescent homeowners in the area.²

Please consider this information and give me a call at your convenience so that we can come up with a plan as to how to best proceed. Crescent has had a good ongoing working relationship with Stafford and its project manager, David Oliver, I am advised that David is no longer on this project and that he has been replaced by Mr. Mark Jones.

I will look forward to hearing from you. With best regards, I am

Very truly yours,

A handwritten signature in black ink, appearing to read "Douglas W. MacNeille". The signature is written in a cursive style with a large, sweeping loop at the end.

Douglas W. MacNeille

DWM:agr

cc: Mr. John Caffrey, President CPOA

¹ This may require permission from the golf course owners, however it appears that most landscapings would occur on Stafford property.

² On one or more of the drawings you will see a reference to several home sites that are located behind and to the left of the 11th green of the Crescent Links. Two or three of these homes back up to within a matter of feet of Stafford's property line. Several other homes have views across the 11th green toward the Phase II development. These are the homeowners that are most aggrieved and are seeking regress.

RUTH & MACNEILLE
PROFESSIONAL ASSOCIATION

ATTORNEYS AND COUNSELORS AT LAW

40 POPE AVENUE

P O DRAWER 5706

HILTON HEAD ISLAND, SOUTH CAROLINA

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TELEPHONE (843) 785-4251

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Exhibit S (2 pages)

WILLIAM A RUTH (1942-2008)
DOUGLAS W MACNEILLE**
MICHAEL K KNUDSEN°

*ALSO ADMITTED IN CALIFORNIA
*ALSO ADMITTED IN GEORGIA

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P.O BOX 2808

BLUFFTON, SOUTH CAROLINA
29910

TELEPHONE (843) 815-3353

FAX (843) 815-3354

June 12, 2008

Mark Jones
Stafford Properties
3050 Peachtree Rd., NW, Suite 550
Atlanta, GA 30305

RE: Easement between Stafford Rhodes, LLC and CPOA

Dear Mark:

Thank you for your letter of June 4, 2008. I have forwarded this to Tom Caffrey, the President for Crescent POA.

We are now aware that there has been a modification to the Phase II plan as submitted to and apparently approved by Beaufort County. Crescent POA is encouraged that there appears to be less density and impact however, they were not notified of these material changes as required by the Easement Agreement. As a result, there was no opportunity to comment on landscaping or other buffer area issues. Crescent POA is hopeful that Stafford will cooperate in addressing the buffer area concerns that are being expressed by Crescent homeowners in this area.

We recognize the impact of the economic slowdown that will delay the construction of the Phase II offices for an indeterminate period of time. Crescent POA believes that this is all the more reason that some efforts should be made to address landscaping in the buffer vicinity in order to mitigate the appearance of the infrastructure work that has already been completed. The intention to grass the entirety of the Phase II site is appreciated. It is requested that Stafford further consider planting landscape shrubbery that will assist in screening the area from residential view. I would expect that this would have been part of the plan had Phase II progressed as scheduled and that this would not be a cost prohibitive additional expense at this time.

I would appreciate it if you would address these concerns at your earliest convenience.

Thank you for your courtesy and cooperation.

Sincerely,

A handwritten signature in black ink, consisting of a large, stylized initial 'D' followed by a long, sweeping horizontal line that extends to the right and then curves slightly upwards.

Douglas W. MacNeille

DWM:agr

cc: Mr. Tom Caffrey

Exhibit T (5 pages)

357 S.C. 537
593 S.E.2d 500

Billye L. WEST, Misty M. West, Brandy B. West, Billye L. West, II, Tiffany T. West and Sabin S. West and The Heritage of Newberry, Inc., Respondents,

v.

NEWBERRY ELECTRIC COOPERATIVE, Inc., and Daniel P. Murphy, Appellants.

No. 3737.

Court of Appeals of South Carolina.

Heard October 8, 2003.

Decided February 2, 2004.

Rehearing Denied March 18, 2004.

[357 S.C. 539]

Thomas H. Pope, III, of Newberry, for Appellants.

James L. Bruner, of Columbia, for Respondents.

BEATTY, J.:

Newberry Electric Cooperative (NEC) appeals from the trial court's finding that Billye West, his children, and their family corporation (collectively, the Wests) were entitled to declaratory relief and ordering NEC to relocate a power line on the Wests' property. We affirm.

[357 S.C. 540]

FACTS

W.E. and Edith Matthews owned a 98-acre tract of land in Newberry County. In June 1955, they entered into a written agreement with NEC concerning the construction, operation, and maintenance of a power line on their property. The easement contained several restrictive covenants, including, NEC would not place more than four poles on the property, each pole were to be at least 45 feet tall, and the wires at least 35 feet from the ground "at the lowest point of sag." The easement also stated

should the premises over which these lines pass be developed by cutting into streets or lots or otherwise, then and in that event, with a reasonable time after notice and upon same conditions, [NEC] does hereby agree to remove its lines along a location along said street or streets or elsewhere to be designated by [the Matthews] but at no time shall [NEC] be deprived of the privilege of crossing said property at the general proximity of the same location and in case said line is moved, [NEC] shall have a right to use approved methods of construction in re-locating said line.

(emphasis added).

The easement concludes with a habendum clause which states "TO HAVE AND TO HOLD the privileges herein granted unto [NEC], its successors and assigns forever." The document was never recorded, but rather was maintained on file at NEC. In 1989, NEC placed additional poles on the property, in essence violating the covenant, but the Matthews did not complain.

The Wests purchased the property from the Matthews estate in 1996. While unaware of the unrecorded 1955 easement, the Wests were aware of the NEC power line on the property. Indeed, Billy West spoke with Larry Longshore, the CEO of NEC, before acquiring the property. West wanted to know whether the line could be relocated. West testified Longshore assured him the line would be moved. Longshore admitted to only speaking with West about a possible relocation and maintained that he made no firm commitment to moving the line. However, both an NEC employee and a consulting engineer testified that Longshore

[357 S.C. 541]

indicated a desire to move the line and asked that plans be drawn up for relocation.

In 1999, the Wests decided to develop the property for commercial use, prompting the need for water and sewer service. The City of Newberry (the City) could provide these utilities, but only if the Wests agreed to (1) annex the property into the City limits and (2) receive electric service from the City instead of NEC. The Wests agreed and the City annexed the property in January 2000. After the annexation, the Wests asked NEC to relocate the line, and NEC refused. The Wests then learned about the 1955 easement. They reiterated their request to move the line—this time arguing that NEC had violated the covenants of the 1955 easement. NEC again refused to relocate the line.

The Wests filed a complaint seeking the relocation of the power line, claiming trespass and promissory estoppel. They also sought a declaration that the 1955 easement was a real covenant that touched and concerned the subject property. The trial court found for the Wests on all three issues and ordered NEC to move the line.

ISSUES



- I. Did the trial court err in concluding that the 1955 easement on the property was a real covenant?
- II. Did the trial court err in finding that the Wests had not waived their rights to complain to NEC under the 1955 easement?
- III. Did the trial court err in finding that the Wests had met their burden of proving promissory estoppel?
- IV. Did the trial court err in finding that NEC had trespassed upon the property?

STANDARD OF REVIEW

"A suit for declaratory judgment is neither legal nor equitable, but is determined by the nature of the underlying issue." *Felts v. Richland County*, 303 S.C. 354, 356, 400 S.E.2d 781, 782 (1991). "The determination of the existence of an easement is a question of fact in a law action and subject to an any evidence standard of review when tried by a judge

[357 S.C. 542]

without a jury." *Slear v. Hanna*, 329 S.C. 407, 410, 496 S.E.2d 633, 635 (1998). The doctrine of promissory estoppel is equitable in nature. *See* 28 Am.Jur.2d *Estoppel and Waiver* §§ 1, 55 (2000). "When legal and equitable actions are maintained in one suit, each retains its own identity as legal or equitable for purposes of the applicable standard of review on appeal." *Kiriakides v. Atlas Food Systems & Services, Inc.*, 338 S.C. 572, 580, 527 S.E.2d 371, 375 (Ct.App.2000) (citation omitted). In an action at equity, this court can find facts in accordance with its view of the preponderance of the evidence. *Doe v. Clark*, 318 S.C. 274, 276, 457 S.E.2d 336, 337 (1995).

LAW/ANALYSIS

I. 1955 Easement

NEC argues the trial judge erred in finding the 1955 easement was a real covenant that ran with the land. We disagree.

"A restrictive covenant runs with the land, and is thus enforceable by a successor-in-interest, if the covenanting parties intended that the covenant run with the land, and the covenant touches and concerns the land." *Marathon Fin. Co. v. HHC Liquidation Corp.*, 325 S.C. 589, 604, 483 S.E.2d 757, 765 (Ct.App.1997) (citations omitted). "[A] party seeking to enforce a covenant must show the covenant applies to the property either by its express language or by a plain and unmistakable implication." *Charping v. J.P. Scurry & Co., Inc.*, 296 S.C. 312, 314, 372 S.E.2d 120, 121 (Ct.App.1988) (citations omitted).

The very language of the 1955 easement reveals it to be a restrictive covenant that runs with the land. In the agreement, NEC promises to relocate the power line should the property

ever "be developed." That agreement applies to the land. While the agreement does not specify whether this promise was to be honored only with respect to the Matthews, it does envision the future of the land and thus applies to the Wests. *See Marathon*, 325 S.C. at 604, 483 S.E.2d at 765 (explaining that a "restrictive covenant runs with the land, and is thus enforceable by a successor-in-interest, if the covenanting parties intended that the covenant run with the land, and

[357 S.C. 543]

the covenant touches and concerns the land") (citation omitted).

Moreover, the restrictive covenants in the 1955 easement touch and concern the subject property. The Matthews insisted upon several conditions in order to maintain the safety and value of the property. The subject of the covenants is a power line connected to and crossing over the land. Adherence to the covenants by NEC directly affects the nature and value of the easement to both NEC and the Wests. The covenants in the easement also restrict the manner in which NEC can use the easement. The exact location of the easement on the property is not described in the easement, but its possible relocation is contemplated. The covenants were obviously intended to touch and concern the subject property. *See id.* While the language of the easement does not expressly state the covenants were intended to touch and concern the subject property, that is clearly implied. *See Charping*, 296 S.C. at 314, 372 S.E.2d at 121.

Accordingly, the trial judge did not err in holding the 1955 easement was a real covenant that ran with the land.

II. Waiver

NEC argues the trial judge erred in failing to apply the doctrine of waiver. Specifically, NEC argues that, as neither the Matthews nor the Wests ever enforced several covenants in the 1955 easement, the right to file a complaint to NEC under the easement was waived.

This issue was neither addressed by the trial judge in the final order nor mentioned in the subsequent Rule 59(e), SCACR, motion. As such, it is not preserved for review by this court. *See Wilder Corp. v. Wilke*, 330 S.C. 71, 76, 497 S.E.2d 731, 733 (1998) ("It is axiomatic that an issue cannot be raised for the first time on appeal, but must have been raised to and ruled upon by the trial judge to be preserved for appellate review."); *see also Noisette v. Ismail*, 304 S.C. 56, 58, 403 S.E.2d 122, 124 (1991) (finding issue was not preserved where the trial judge did not explicitly rule on the appellant's argument and the appellant did not raise the issue in a Rule 59(e), SCRCR, motion to alter or amend the judgment).

[357 S.C. 544]

III. Promissory Estoppel



Since we have found that the 1955 easement is valid as to the Wests, we need not address the issue of promissory estoppel.

IV. Trespass

NEC argues the trial judge erred in finding NEC had committed a trespass upon the property.

"Trespass is any intentional invasion of the plaintiff's interest in the exclusive possession of his property." *Hedgepath v. American Tel. & Tel. Co.*, 348 S.C. 340, 357, 559 S.E.2d 327, 337 (Ct.App.2001) (citing *Silvester v. Spring Valley Country Club*, 344 S.C. 280, 286, 543 S.E.2d 563, 566 (Ct.App.2001)); *see also Ravan v. Greenville County*, 315 S.C. 447, 463, 434 S.E.2d 296, 306 (Ct.App.1993) ("a trespass is any interference with one's right to the exclusive peaceable possession of his property.").

In the final order, the trial judge found, "the facts demonstrate that the NEC has violated the covenants in several ways, has technically forfeited its rights by reason of its violation and has committed trespass on the Property." This is the only mention of trespass in the final order. Assuming, without deciding, that the trial judge erred in finding NEC guilty of trespass without conducting a more thorough analysis, we conclude this was harmless error. The record supports both the trial judge's substantive findings and his ultimate conclusion that NEC violated the terms of the 1955 easement. *See, e.g., Brown v. Allstate Ins. Co.*, 344 S.C. 21, 25, 542 S.E.2d 723, 725 (2001) (reinstating a trial court's decision though the trial court had erred since the error was harmless); 5 Am.Jur.2d *Appellate Review* § 711 (1995) ("Harmless error provisions are designed to eliminate reversals on purely formal and technical grounds, and to assure that substantial justice has been done.").

Based on the foregoing, the trial court's order is

AFFIRMED.

GOOLSBY and HUFF, JJ., concur.

RECEIVED

AUG 09 2018



LAW OFFICE OF
CHESTER C. WILLIAMS, LLC

17 Executive Park Road, Suite 2
Post Office Box 6028
Hilton Head Island, SC 29938-6028
Telephone (843) 842-5411
Telefax (843) 842-5412
Email Firm@CCWLaw.net

9 August 2018

Chester C. Williams
ALSO MEMBER LOUISIANA BAR

Community
Development Dept.

Thomas A. Gasparini
ALSO MEMBER CALIFORNIA BAR
(Inactive)
ALSO MEMBER OHIO BAR
(Inactive)

CERTIFIED CIRCUIT COURT
ARBITRATORS AND MEDIATORS

Eric L. Greenway, AICP
Director of Community Development
PO Drawer 1228
Beaufort, SC 29901-1228

Hand Delivered

Re: Final Major Land Development Plan Approval for Osprey Cove Apartments;
Our File No. 01893-001

Dear Eric:

As you know, we represent The Crescent Property Owners' Association, Inc. and several individual residential property owners in The Crescent.

On behalf of our clients, we are delivering to you herewith an Application for Administrative Appeal to the Beaufort County Planning Commission of the 11 July 2018 decision by you, as the Director of Community Development, and the County Staff Review Team to once again approve the Final Major Land Development Plan for the proposed Osprey Cove Apartments development.

Attached to the enclosed Application is a narrative describing in detail the reasons for this appeal. Our check for the \$75.00 application filing fee payable to Beaufort County is also enclosed.

We note that the Application form refers to mailing notification letters to property owners within 500 feet of the affected property; however, Section 7.4.50.B of the Beaufort County Community Development Code does not require mailed notice of an administrative appeal to the Planning Commission, and further, if mailed notice is required, CDC Section 7.4.50.B.3.a places the burden of preparing and mailing any required notice on the Director, and not on the applicant. Please either confirm or correct our understanding of the mailed notice provisions of CDC Section 7.4.50.B as they relate to this Application.

We also note that CDC Section 7.4.50 seems to say that the hearing by the Planning Commission on an administrative appeal is a public hearing. While we agree that the Planning Commission's hearing on the enclosed Application must be held during a public meeting of the Planning Commission, *i. e.*, a meeting that is open to the general public to attend, we disagree with the proposition that the Planning Commission's hearing on the enclosed Application must be a public hearing, *i. e.*, a hearing at which the Planning Commission is required to take



comments from members of the general public who are not proper parties to this appeal, and we will object to any attempt by the Planning Commission or any party who is not a proper party to this appeal to appear at, or offer any documentary or testimony evidence for inclusion in the record of, the hearing on this appeal.

Please send us a full copy of the record of materials considered by the SRT in making the decision to approve the Final Major Land Development Plan for the proposed Osprey Cove Apartments development when those materials are transmitted to the Planning Commission, as required by CDC Section 7.3.70.C.3.

You will note in the Application narrative that we have indicated that certain parties may be necessary parties to this appeal, without acknowledging that those parties are, in fact or in law, necessary parties. Some of those parties are represented by Walter J. Nester, III, Esq. and others are represented by Edward M. Hughes, Esq. Along with their respective copies of this letter, we are sending each of Mr. Nester and Mr. Hughes a copy of the enclosed Application.

With best regards, we are

Very truly yours,

LAW OFFICE OF CHESTER C. WILLIAMS, LLC

Chester C. Williams

CCW/

Enclosures

cc: Mr. John B. Nastoff
Mr. Herbert T. Brown
Mr. William Capshaw
Mr. and Mrs. Paul A. Muzyk
Mr. and Mrs. Charles W. Snyder
Ms. Katherine B. Beverley
Mr. and Mrs. Michael D. Lemire
Douglas W. MacNeille, Esq.
Walter J. Nester, III, Esq.
Edward M. Hughes, Esq.

<p>STATE OF SOUTH CAROLINA)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>COUNTY OF BEAUFORT)</p>	<p>BEFORE</p> <p>THE PLANNING COMMISSION OF</p> <p>BEAUFORT COUNTY, SOUTH CAROLINA</p> <p>)</p> <p>APPLICATION FOR APPEAL</p> <p>NO. MISC 2018-_____</p>
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APPEAL APPLICATION NARRATIVE

The Crescent Property Owners’ Association, Inc. (the “CPOA”), for itself and on behalf of its constituent members, Paul A. and Cynthia P. Muzyk, Charles W. and Cynthia B. Snyder, Katherine B. Beverly, and Michael D. and Anne-Marie M. Lemire (collectively, the “Individual Appellants” and, together with the CPOA, the “Appellants”), by and through their undersigned attorney,¹ appeal to the Planning Commission (the “Planning Commission”) of Beaufort County, South Carolina (the “County”) to reverse the 11 July 2018 conditional approval by the Beaufort County Community Development Department, through the Staff Review Team (the “SRT”), of the final review application for a Major Land Development Plan for the proposed multi-family residential development known as the Osprey Cove Apartments project (the “Project”) to be located on a portion of the Best Buy Commercial Center tract originally intended for office development in Bluffton, SC.

I. BACKGROUND

The SRT’s review of the Project on 11 July 2018 was its second review of the Project. The SRT first reviewed and conditionally approved the Project on 18 April 2018. A copy of the 18 April 2018 Staff Review Team Action Form evidencing the approval of the Project, subject to conditions (the “1st SRT Approval”), is attached hereto as Exhibit B. The Appellants timely appealed the 1st SRT Approval to the Planning Commission which, on 2 July 2018, granted that appeal, designated as Application for Appeal MISC 2018-05 (“Appeal MISC 2018-05”), and remanded the matter back to the SRT for further review, which

¹ Copies of the letters authorizing the filing of this Appeal by the undersigned on behalf of the Appellants are attached hereto as Exhibits A-1 through A-5.



the SRT undertook on 11 July 2018. A copy of the 11 July 2018 Staff Review Team Action Form evidencing the approval of the Project, subject to conditions (the “2nd SRT Approval”), is attached hereto as Exhibit C.²

This Appeal is brought by the Appellants as a result of the SRT’s failure or refusal to follow the instructions of the Planning Commission when the Planning Commission granted the Appellants’ appeal in Appeal MISC 2018-05. In order to protect the Appellants’ rights in this matter, it is necessary to again assert all of the grounds for reversal of the 1st SRT Approval raised in Appeal MISC 2018-05 and, accordingly, the following is an updated version of the Narrative included with Appeal MISC 2018-05, and the arguments for granting this Appeal. Much, but not all, of the following duplicates the Narrative and Supplemental Memorandum submitted on behalf of the Appellants in Appeal MISC 2018-05.

The Best Buy Commercial Center (the “Shopping Center”) was developed by Stafford Rhodes, LLC in 2009 on a portion of a tract of land containing 34.505 acres. Portions of the Shopping Center have been completed and are open to the public. On 4 January 2010, Stafford Rhodes, LLC established a condominium regime encompassing portions of the Shopping Center that had been completed.³ The proposed location of the Project is part of a 14.389 acre tract shown and designated as “Future Phase” on the Condominium Plat recorded in Beaufort County Plat Book 129 at Page 135 (the “Condominium Plat”),⁴ specifically, a 5.00 acre portion of the 14.389 acre tract (the “Future Phase Tract”). The Future Phase Tract is designated as Beaufort County Tax Parcel R600-032-000-0452-0000.

The CPOA is the homeowners’ association of the owners of residential properties located in The Crescent, an established subdivision located in Bluffton, SC. The Individual Appellants are owners of homes in The Crescent and are members of the CPOA. The Crescent is immediately adjacent to the

² The Appellants note that their undersigned counsel had to specifically ask for a copy of the 2nd SRT Approval, which was not delivered until 24 July 2018. Counsel for the Appellants believes the 2nd SRT Approval was not even prepared until 24 July 2018.

³ The Master Deed establishing Fording 278 Horizontal Property Regime dated 17 December 2009 is recorded in Beaufort County Record Book 2921 at Page 1943.

⁴ A reduced size copy of the Condominium Plat, on which the Future Phase tract is marked in red and the approximate proposed location of the Project is marked in blue, is attached hereto as Exhibit D.



Shopping Center, and portions of the common properties owned by the CPOA are contiguous with the Shopping Center in general, and the proposed location of the Project in particular. Single family residences owned by members of the CPOA, including the homes owned by the Individual Appellants, are in very close proximity to the proposed location of the Project.

During the development planning for the Shopping Center, Stafford Rhodes, LLC and the CPOA entered into that certain Easement Agreement and Consent to Improvements dated 25 October 2005 and recorded in Beaufort County Record Book 2259 at Page 1583 (the “Easement Agreement”).⁵ The Easement Agreement addresses, among other things, the development of the Shopping Center and the Future Phase Tract, buffers, screening fences and berms on the Shopping Center and the Future Phase Tract, noise from operation of the Shopping Center and the Future Phase Tract, light pollution from the Shopping Center and the Future Phase Tract, height restrictions on the Shopping Center and the Future Phase Tract, and access rights over certain portions of the CPOA’s property. In return for its approval of the plans for the development of the Shopping Center and the Future Phase Tract as set out in the Easement Agreement, the CPOA and its members were granted certain rights with regard to the future development of the Shopping Center and the Future Phase Tract, including, without limitation, the right to be advised of any material changes in the development plan as set out in the Easement Agreement, and the further right to approve or object to any material changes in the development plan for the Shopping Center and the Future Phase Tract as set out in the Easement Agreement.

The plans for the Shopping Center and the Future Phase Tract attached to the Easement Agreement show the proposed location of the Project was intended for development of at least three commercial office buildings.

In accordance with plans approved by the County, and consistent with the Easement Agreement, the Shopping Center, except for the Future Phase Tract, was constructed, and has been open for business for many years.

On 9 January 2008, the County issued Development Permit Number 4775 permitting the development of “OFFICE” on a 17.633 acre parcel that

⁵ A copy of the Easement Agreement is attached hereto as Exhibit E.



includes the Future Development Tract.⁶ The Site Development Plan for Best Buy Center – Phase 2 (Office Complex) prepared by Andrews & Burgess, Inc. for Stafford Bluffton, LLC, last revised on 24 March 2008 and approved for construction on 17 April 2008 (the “Office Development Site Plan”), shows the development of three two-story and one one-story office buildings, with a total of 37,654 square feet of floor space, on the Future Phase Tract.⁷ However, for reasons unknown to the Appellants, the permitted office development on the Future Phase Tract was never undertaken, and Development Permit Number 4775 expired on or about 9 January 2010. Correspondence from Stafford Bluffton, LLC to the CPOA in 2008 confirms that the Future Phase Tract was planned for “commercial structures”.⁸ Walter J. Nester, Esq., counsel for Stafford Bluffton Land, LLC (“StaffordBL”) acknowledged during the Planning Commission’s hearing on Appeal MISC 2018-05 that the original plans for the development of the 34.3505 acre tract included office space on the Future Phase Tract.

By way of that certain Special Warranty Deed recorded on 6 October 2014 in Beaufort County Record Book 3351 at Page 473 (the “2014 Deed”), Stafford Rhodes, LLC conveyed the Future Phase Tract to SR 278 Investments, LLC.⁹ Just over a year later, by way of that certain Special Warranty Deed recorded on 4 November 2015 in Beaufort County Record Book 3441 at Page 210 (the “2015 Deed”), SR 278 Investments, LLC conveyed the Future Phase Tract to StaffordBL.¹⁰

Sometime in 2017, Ward Edwards Engineering (“Ward Edwards”), representing either StaffordBL or some other entity, began discussions with the County’s Community Development Department regarding development of a portion of the Future Phase Tract as a site for the Project.

⁶ A copy of Development Permit Number 4775 is attached hereto as Exhibit F.

⁷ A reduced scale copy of four sheets from the Office Development Site Plan is attached hereto as Exhibit G.

⁸ See the 4 June 2008 letter from Mark Jones of Stafford to Douglas W. MacNeille, Esq., counsel for the CPOA, attached hereto as Exhibit H.

⁹ A copy of the 2014 Deed is attached hereto as Exhibit I.

¹⁰ A copy of the 2015 Deed is attached hereto as Exhibit J.



On 15 November 2017, the SRT held a meeting with representatives of Ward Edwards concerning the proposed development of the Project on a portion of the Future Phase Tract, and apparently advised Ward Edwards, among other things, that the proposed change of use for the Future Development Area from commercial to multifamily residential required a new Development Permit.

On 21 November 2017, a Conceptual Plan Application for the proposed development of the Project (the “Conceptual Plan Application”) was filed with the County.¹¹ The applicant on the Conceptual Plan application is Thomas Design Group, LLC, and the owner of the property designated on that application is SR 278 LLC, which was signed by Michael G. Thomas. To the Appellants’ knowledge and belief, SR 278 LLC has never owned any part of the Future Phase Tract, including the location of the Project. Also note, in particular, that in response to the question on the Conceptual Plan Application asking if the property is restricted by recorded covenants that are contrary to or conflict with the requested permitted activity, the applicant checked the “No” box.

On 26 March 2018, a Multifamily and Nonresidential Final Plan Application for the proposed development of the Project (the “Final Plan Application”) was filed with the County.¹² The applicant on the Final Plan Application is Welles LOM, LLC (“Welles”) and Mike Thomas, who are also designated on the Final Plan Application as the property owner. To the Appellants’ knowledge and belief, neither Welles LOM, LLC nor Mr. Thomas own any part of the Future Phase Tract, including the proposed location of the Project. The Final Plan Application was signed on behalf of the applicant by Paul Moore, an employee of Ward Edwards. Also note, in particular, that the Final Plan Application is incomplete because the applicants failed or refused to answer the question on the Final Plan Application asking if the property is restricted by recorded covenants that are contrary to or conflict with the requested permitted activity.

¹¹ A copy of the Conceptual Plan Application, without the development plan documents referred to therein, is attached hereto as Exhibit K.

¹² A copy of the Final Plan Application, with the four page narrative, but without the other development plan documents referred to therein, is attached hereto as Exhibit L.



After the filing of the Final Plan Application, Hillary A. Austin, the County's Zoning and Development Administrator, in her letter of 11 April 2018 to Mr. Moore, documented specific issues about the Final Plan Application raised by members of the SRT.¹³

On 16 April 2018, in a response letter to Ms. Austin, Mr. Moore provided answers to the SRT members' issues with the Final Plan Application.¹⁴

On 18 April 2018 the SRT reviewed and conditionally approved the Final Plan Application for the Project, as evidenced by the 1st SRT Approval.

By way of his letter of 25 April 2018 to the CPOA, Mr. Nester, representing StaffordBL, formally advised the CPOA that Stafford was planning to develop a portion of the Future Phase Tract for the Project, and sought the CPOA's approval of the plans for the Project.¹⁵ Mr. Nester's letter included a copy of the set of plans for the Project that the SRT had reviewed and approved a week earlier, and by its terms served as formal notice to the CPOA of "Permitting Modifications", as defined in the Easement Agreement. Review and approval of, or objection to, Permitting Modifications is the mechanism provided in the Easement Agreement for the CPOA to exercise its rights in connection with changes to the planned development of the Best Buy Commercial Center and the Future Phase Tract.

The plans for the Project included with Mr. Nester's letter to the CPOA show the proposed construction of four (4) multi-story apartment buildings rather than the commercial office buildings shown on the plans attached to the Easement Agreement.

Pursuant to the review and approval or objection rights of the CPOA set forth in the Easement Agreement, by way of his letter of 3 May 2018 to Mr. Nester, Douglas W. MacNeille, Esq., counsel for the CPOA, provided Mr. Nester with detailed objections of the CPOA to the proposed development of the Project.¹⁶

¹³ A copy of Ms. Austin's letter to Mr. Moore is attached hereto as Exhibit M.

¹⁴ A copy of Mr. Moore's response letter to Ms. Austin is attached hereto as Exhibit N.

¹⁵ A copy of Mr. Nester's letter to the CPOA, without the enclosures, is attached hereto as Exhibit O.

¹⁶ A copy of Mr. MacNeille's letter to Mr. Nester is attached hereto as Exhibit P.



On 17 May 2018 the Appellants filed Appeal MISC 2018-05. On 15 June 2018 the Appellants filed a Supplemental Memorandum in connection with Appeal MISC 2018-05. On 25 June 2018 counsel for StaffordBL filed a Response Memorandum on Behalf of the Appellee, and on 27 June 2018 the Appellants filed a Response Memorandum, all in connection with Appeal MISC 2018-05.

On 2 July 2018 the Planning Commission heard Appeal MISC 2018-05. After presentations from the County Staff, the Appellants, and StaffordBL, the Planning Commission unanimously¹⁷ approved the following motion by Vice Chairman Stewart, seconded by Commissioner Hinchey:¹⁸

I respectfully move to grant the appeal of the Crescent Property Owners Association as follows: there's no evidence of compliance with South Carolina Code 6.29.1145 and CDC 1.1.40 [sic] and so this matter is remanded to the SRT for the purpose of considering the Easement Agreement and whether or not there was ... there has been compliance with the South Carolina Code 6.29.145 [sic] and ... 11 ... and CDC 1140 [sic].

The Appellants took the Planning Commission's decision on Appeal MISC 2018-05 to mean that they won their appeal of the 1st SRT Approval, and that the Planning Commission believes that the 2005 Easement Agreement contains restrictive covenants for purposes of Section 6-29-1145 of the Code of Laws of South Carolina (1976), as amended (the "SC Code") and Section 1.1.40 of the Beaufort County Community Development Code (the "CDC"), and that the Planning Commission was instructing the SRT to consider whether or not those restrictive covenants are contrary to, conflict with, or prohibit the use of the Future Phase Tract for the Project.

On 11 July 2018 the SRT met to again consider the Project in light of the Planning Commission's decision on Appeal MISC 2018-05 to reverse the 1st

¹⁷ The Planning Commission's vote on the Appeal was 8-0 because Commissioner Caroline Fermin was absent.

¹⁸ The following language was transcribed from review of the video recording of the Planning Commission's 2 July 2018 meeting available on the County's web site. See, http://beaufort.granicus.com/MediaPlayer.php?view_id=3&clip_id=3894, at 2:33:39 to 2:34:45. Vice Chairman Stewart obviously meant to refer to Community Development Code Section 1.4.40, instead of Community Development Code Section 1.1.40.



SRT Approval and remand the Project back to the SRT for further review. During that meeting, it was readily apparent that the SRT's understanding of the Planning Commission's reversal of the 1st SRT Approval was not the same as the Appellants' understanding.

Eric L Greenway, AICP, the County's Director of the Department of Community Development (the "Director"), who chaired the SRT's 11 July 2018 meeting, framed the issue for the SRT to consider as follows: ¹⁹

The issue at hand is, does an Easement Agreement and Consent to Improvement fall [sic] because there are procedures listed in there about how to go a ... how a developer of a piece of property goes about changing the permit from the original plans that were approved on the phased development plan back in 2005 if that complies or goes to the level of establishing a restrictive covenant underneath that state law that obligates the County Staff to take that into consideration before we issue an approval.²⁰

So the discussion today is does this easement document [referring to the Easement Agreement], and what we're supposed to do is consider this easement document in light of the County Development Code and the State law regarding restrictive covenants to see if this is something that obligates us to invoke that State law.²¹

In other words, the SRT did not look at the effect of the restrictive covenants contained in the Easement Agreement on the Project; instead, the SRT took it upon themselves to decide the same question already decided by, and, in essence, reverse the decision of, the Planning Commission.

To that point, Mr. Greenway said,

But my concern about us doing anything with this Easement Agreement is that I do not know that this Easement

¹⁹ The following quotes were transcribed from review of the audio recording of the SRT's 11 July 2018 meeting provided to counsel for the Appellants by the County Staff.

²⁰ Audio recording of the 11 July 2018 SRT meeting, at 7:02 to 7:45.

²¹ Audio recording of the 11 July 2018 SRT meeting, at 9:02 to 9:24.



Agreement, just my personal perspective, carries the weight of an established restrictive covenant underneath that state law. And if we don't make the determination, if we make the determination that it's not a restrictive covenant, then we're not obligated to do anything with this Easement Agreement. Just like we're not obligated to do anything with any other easement agreement that might have limitations.²²

Further, Christopher S. Inglese, Esq. the Assistant County Attorney who was in attendance at the SRT's 11 July 2018 meeting, in response to a question from Mr. Greenway, said, "I do think that the first thing for you all is whether or not this [the Easement Agreement] is a restrictive covenant."²³

In the end, the SRT determined that the Easement Agreement is not a restrictive covenant for purposes of SC Code Section 6-29-1145 and CDC Section 1.4.40. As Mr. Greenway put it, "We're saying the Easement Agreement doesn't go to the level of establishing a restrictive covenant on this property that would kick in 6.29.1145."²⁴ Ms. Austin's motion was, "So the motion is, we're not considering this [the Easement Agreement] to be covenants and restrictions and the project is still approved subject to the conditions listed per the last approval."²⁵ In an attempt to rephrase the motion, Mr. Greenway said,

After consideration of Section 1.1.40 and State law 6-29-1145, we have, in light of those two provisions and the Easement Agreement, we are electing to maintain the conditional final approval that was granted by the SRT previously and we are reaffirming that with this particular motion. Does that make sense to everyone?²⁶

After that SRT meeting, the SRT issued the 2nd SRT Approval for the Project. The 2nd SRT Approval, in essence, ratifies and affirms the 1st SRT

²² Audio recording of the 11 July 2018 SRT meeting, at 12:08 to 12:44.

²³ Audio recording of the 11 July 2018 SRT meeting, at 14:35 to 14:42.

²⁴ Audio recording of the 11 July 2018 SRT meeting, at 26:32 to 26:40.

²⁵ Audio recording of the 11 July 2018 SRT meeting, at 30:28 to 30:42.

²⁶ Audio recording of the 11 July 2018 SRT meeting, at 30:42 to 31:14.



Approval, while disavowing any obligation on the part of the SRT or the Director to “determine whether or not an ‘Easement Agreement’ is to be viewed as restricted [sic] covenants.” But, that is exactly what the SRT did: Ms. Austin’s motion was that the SRT doesn’t consider the Easement Agreement to be restrictive covenants. However, if one reads the 2nd SRT Approval, one would never know that is the case, because the first of the several conditions²⁷ in the 2nd SRT Approval says nothing at all about what Ms. Austin’s motion was.

The Appellants disagree with and object to the 2nd SRT Approval of the Project, allege that the SRT and the Director failed or refused to follow the direction of the Planning Commission in the remand of Appeal MISC 2018-05, failed to require that the Final Plan Application be fully completed when filed, incorrectly relied on information provided by or on behalf of StaffordBL, Welles, or Mr. Thomas regarding the Future Phase Tract when reviewing the Project and issuing the 2nd SRT Approval, and incorrectly construed or interpreted the provisions of the SC Code and the CDC when reviewing the Project and issuing the 2nd SRT Approval, and therefore erred in issuing the 2nd SRT Approval; and seek relief by this further Appeal.

For the reasons set forth above and below, the Appellants seek to have the 2nd SRT Approval reversed for failure to comply with the Planning Commission’s direction in the remand of Appeal MISC 2018-05, applicable South Carolina laws, and County ordinances.

II. DEVELOPMENT PLANS – ISSUANCE OF PERMITS

SC Code Section 6-29-1150(A), which is part of the South Carolina Local Government Comprehensive Planning Enabling Act of 1994 (the “State Enabling Act”), says that “land development regulations adopted by [the County] must include a specific procedure for the submission and approval or disapproval by the planning commission or designated staff.”

CDC Sections 7.5.60.A.3.a(6) and 7.2.60.E.2.c give the Director the power and duty to review and make decisions on Major Land Development Plan

²⁷ The Appellants note that the first of the several conditions in the 2nd SRT Approval also states, “that the final plan be approved with conditions as previously stated.” The Appellants take that statement to mean that the 2nd SRT Approval incorporates by reference all of the conditions stated in the 1st SRT Approval.



applications. CDC Section 7.5.60.A.3 allows the Director to delegate his or her authority to act under the CDC to a “designee”. For purposes of this Appeal, the Appellants assume that Ms. Austin, who signed the 2nd SRT Approval, had the requisite delegated authority to act on the Major Land Development Application for the Project.

III. THE AUTHORITY AND POWER OF THE PLANNING COMMISSION – APPEALS OF STAFF ACTION ON LAND DEVELOPMENT PLANS

SC Code Section 6-29-340(B) charges the Planning Commission with the power and duty to, among other things, prepare and recommend for adoption to the County Council regulations for the subdivision or development of land, and appropriate revisions thereof, and “to oversee the administration of the regulations that may be adopted [by the County] as provided in [the State Enabling Act]”.

SC Code Section 6-29-1150(C) says that, “Staff action, if authorized, to approve or disapprove a land development plan may be appealed to the planning commission by any party in interest.” Further, CDC Section 7.2.60.E.2.d says, “The decision of the Director on a Major Land Development Plan may be appealed to the Planning Commission.”

IV. STANDING

The CPOA, for itself and as the representative of its constituent members, who are owners of real property within The Crescent residential development, is a party to, and a beneficiary of, the Easement Agreement. The Individual Appellants are members of the CPOA and are the owners of residential properties located in the very near vicinity of the proposed location of the Project, and are also beneficiaries of the Easement Agreement. The 2nd SRT Approval of the Project violates the rights of the Appellants. As such, the Appellants have a personal stake in, and will be adversely affected by, the 2nd SRT Approval. The Appellants allege that the proposed development of the Project, for uses other than, and in a manner other than, that contemplated by the Easement Agreement, will result in injury in fact to the CPOA and its members, including the Individual Appellants; that there is a causal connection between the injury suffered, or to be suffered, by the Appellants as a result of the development of the Project; and that the injury suffered, or to be suffered, by the Appellants as a result of the development of the Project will be



redressed by a favorable decision of the Planning Commission to reverse the 2nd SRT Approval. Given that the CPOA and the Individual Appellants are owners of properties contiguous with and in the near vicinity of the Future Phase Tract, and that the Appellants have rights under the Easement Agreement, the Appellants are clearly parties in interest under SC Code Section 6-29-1150(C), and are aggrieved parties under CDC Section 7.3.70.

V. NECESSARY PARTY

StaffordBL, the apparent record owner of the Future Phase Tract, including the proposed location of the Project that is the subject of the 2nd SRT Approval, and, because of violations of SC Code Section 6-29-1149 by the recording of the 2014 Deed and the 2015 Deed, both Stafford Rhodes, LLC and SR 278 Investments, LLC, and Welles and Mr. Thomas, as the applicants under the Final Plan Application, may all be necessary parties to this Appeal; however, the Appellants do not admit that any of StaffordBL, Stafford Rhodes, LLC, SR 278 Investments, LLC, Welles, or Mr. Thomas are a necessary party to this Appeal. Nevertheless, the Appellants ask that StaffordBL, Stafford Rhodes, LLC, SR 278 Investments, LLC, Welles and Mr. Thomas receive notice of all matters and hearings associated with this Appeal, while reserving the right to challenge any attempt by StaffordBL, Stafford Rhodes, LLC, SR 278 Investments, LLC, Welles, or Mr. Thomas to participate in this Appeal.

VI. GROUNDS FOR APPEAL

The Appellants allege that the 2nd SRT Approval was wrongfully and improperly issued by the SRT and Ms. Austin, and that the approval of the 2nd SRT Approval was arbitrary and capricious, and contrary to the instructions of the Planning Commission's reversal of the 1st SRT Approval in Appeal MISC 2018-05, and the explicit provisions of the State Enabling Act and the CDC, for the reasons set forth below.

VII. THE APPELLANT'S ARGUMENTS FOR APPEAL

The Appellants submit that a thorough review of the history of the proposed development of the Project leading up to, and including, the 2nd SRT



Approval, leads to the conclusion that the 2nd SRT Approval was wrongly issued and should be reversed.

A. StaffordBL is not the lawful owner of the Future Phase Tract, and the Future Phase Tract is not legally subdivided

Notwithstanding the fact that StaffordBL is the apparent record owner of the Future Phase Tract by virtue of the 2014 Deed and the 2015 Deed, the Future Phase Tract has not been legally subdivided as required by the State Enabling Act and the CDC. The 2014 Deed and the 2015 Deed both purport to convey title to the Future Phase Tract with a property description that incorporates by reference the Condominium Plat. When Ms. Austin stamped the Condominium Plat for recording on 17 November 2009, she included a specific hand-written notation stating, “Not Approved for Subdivision of Property”. In addition, the title block of the Condominium Plat says, “Condominium Plat (Not a Subdivision)”.

SC Code Section 6-29-1190 makes it a misdemeanor for an owner of property being developed in the County to transfer title to any part of the development without first having received approval of a development plan or subdivision plat for the property conveyed. Further, CDC Section 7.2.70.B prohibits the sale or transfer of land absent the prior approval by the County of a subdivision plat and the recordation of that approved plat in the Beaufort County public records.

The Appellants allege that StaffordBL and its agents failed or refused to disclose to the County the fact that the vesting of title to the Future Phase Tract in StaffordBL was accomplished in violation of SC Code Section 6-29-1190 and CDC Section 7.2.70.B. If that is the case, and Ms. Austin has seemingly agreed it is the case, as evidenced by her email of 30 April 2018 to Mr. Moore,²⁸ then clear violations of both SC Code Section 6-29-1190 and CDC Section 7.2.70.B are established. The violations of SC Code Section 6-29-1190 and CDC Section 7.2.70.B by the recording of the 2014 Deed and the 2015 Deed were pointed out to Ms. Austin, Eric Greenway, and Rob Merchant by counsel for the CPOA at a meeting on 30 April 2018.

²⁸ A copy of Ms. Austin’s email to Mr. Moore is attached hereto as Exhibit Q. Note that the header on the email says it was sent to Mr. Moore, but the salutation states, “Hello Heath”, which is apparently a reference to Heath Duncan, another employee at Ward Edwards.



The fact that there is no recorded approved subdivision plat of the Future Phase Tract means that, at a minimum for the purposes of compliance with the development requirements of the CDC, StaffordBL is not the lawful owner of the Future Phase Tract.

CDC Section 7.4.30.A requires that an application, such as the Final Plan Application, be made by the owner of the property or a person authorized by the owner in writing. As such, any application to the County by or on behalf of StaffordBL, including the Final Plan Application that resulted in the SRT Approval, is void, and any such application must be made by, or upon the authorization, the lawful owner of the Future Phase Tract.

The Appellants also allege that because there was no approved subdivision of the Future Phase Tract at the time of the filing of the Final Plan Application that resulted in the SRT Approval, that application was premature, and should not have been accepted by or acted on by the County or the SRT.

Because title to the Future Phase Tract was conveyed to StaffordBL in violation of SC Code Section 6-29-1190 and CDC Section 7.2.70.B, the SRT Approval should be reversed by the Planning Commission.

Further, because the Future Phase Tract has not been legally subdivided from the Best Buy Commercial Center tract, the SRT Approval should not have been issued, and it should therefore be reversed by the Planning Commission.

This was one of the grounds for Appeal MISC 2018-05; however, because the Planning Commission did not specifically rule on this issue in Appeal MISC 2018-05, it did not deny Appeal MISC 2018-05 on this ground. The Appellants therefore submit that the SRT should have considered this issue when reconsidering the Project on 11 July 2018, and should not have issued the 2nd SRT Approval because of StaffordBL's failure to properly comply with mandatory subdivision regulations.

B. Neither Welles nor Mr. Thomas are the lawful owner of the Future Phase Tract

The Final Plan Application states that the property owner is Welles and Mr. Thomas.

The Appellants allege that Welles and Mr. Thomas and Mr. Moore, who signed the Final Plan Application, failed or refused to disclose to the County



the fact neither Welles nor Mr. Thomas own the property that is the subject of the Final Plan Application.

Again, CDC Section 7.4.30.A requires that an application, such as the Final Plan Application, be made by the owner of the property or a person authorized by the owner in writing. As such, any application to the County by or on behalf of Welles or Mr. Thomas, including the Final Plan Application that resulted in the SRT Approval, is void, and any such application must be made by, or upon the authorization, the lawful owner of the Future Phase Tract.

Because neither Welles nor Mr. Thomas are the owner of the Future Phase Tract, the 2nd SRT Approval should be reversed by the Planning Commission.

This was one of the grounds for Appeal MISC 2018-05; however, because the Planning Commission did not specifically rule on this issue in Appeal MISC 2018-05, it did not deny Appeal MISC 2018-05 on this ground. The Appellants therefore submit that the SRT should have considered this issue when reconsidering the Project on 11 July 2018, and should not have issued the 2nd SRT Approval because of StaffordBL's failure to properly identify the owner of the Future Phase Tract in Final Plan Application.

C. Applicable recorded restrictive covenant

i. The State Enabling Act and the CDC

SC Code Section 6-29-1145 requires the County, in an application for a permit, to ask the applicant if the tract or parcel of land that is the subject of the application is restricted by any recorded covenant that is contrary to, conflicts with, or prohibits the permitted activity; and further prohibits the County from issuing any permit for any activity that is contrary to, conflicts with, or is prohibited by any restrictive covenant that the County has actual notice of, unless and until the County receives confirmation from the applicant that the restrictive covenant has been released for the tract or parcel of land by action of the appropriate authority or property holders or by court order.

CDC Section 1.4.40 provides that nothing in the CDC is intended to supersede, annul, or interfere with any easement, covenant, deed restriction, or other agreement between private parties; that in the review of an application for development approval or permit, the County shall inquire whether land proposed for development is restricted by any recorded covenant that is



contrary to, conflicts with, or prohibits the permitted activity and that if the County has actual notice of a restrictive covenant that is contrary to, conflicts with, or prohibits the permitted activity requested in the application that is allowed under the CDC, the County shall not approve the activity, unless the landowner demonstrates the restrictive covenant is released.

ii. The Final Plan Application is incomplete

As required by both SC Code Section 6-29-1145 and CDC Section 1.4.40, the form for the Final Plan Application contains, the following question to be answered by the applicant:

IS THE PROPERTY RESTRICTED BY RECORDED
COVENANTS THAT ARE CONTRARY TO OR CONFLICT
WITH THE REQUESTED PERMIT ACTIVITY YES () NO ()

Neither “YES ()” nor “NO ()” on the Final Plan Application is checked or otherwise completed. While the County’s application form contains the statutorily required question about existing covenants, the Final Plan Application submitted for the Project does not include an answer to that question. Accordingly, the Final Plan Application is incomplete, and the County and the SRT should not have acted on it, or approved it.

CDC Section 7.4.30.F requires the Director to determine whether an application is complete or incomplete, and, if it is incomplete, to notify the applicant of the submittal deficiencies. Clearly, if an application form is not fully completed, then the application cannot be complete.

At both the 2 July 2018 Planning Commission hearing on Appeal MISC 2018-05 and the 11 July 2018 SRT meeting, Mr. Greenway tried to explain away his failure to require that the Final Plan Application include an answer to the question about covenants by saying that a prior application for conceptual approval of the Project included an answer to that question. At the 11 July 2018 SRT meeting, Mr. Greenway said,

We did that for conceptual permit. That box was checked “No”, there are no restrictive covenants, as a part of conceptual plan approval process so it was unnecessary for



us to require that to be filled out on the final application as well because the developer had already told us that.²⁹

Mr. Greenway's justification for not requiring an answer to the mandatory question on the Final Plan Application is completely undercut by the fact that the applicant for conceptual review of the Project is different from the applicant on the Final Plan Application. The Appellants contend that an answer on the conceptual plan application, which was submitted by Thomas Design Group, LLC and signed by Mr. Thomas,³⁰ has no bearing or effect on the Final Plan Application, which was submitted by Welles LOM, LLC and signed by Mr. Moore.³¹

Notwithstanding prior actions on the Project, the law is clear here: The County is required to ask the question about restrictive covenants in every application for a permit covered by SC Code Section 6-29-1145. It is simply bad practice for the County to bend the rules for an applicant based on prior applications, even more so based on a prior application by another entity or individual. Without an answer to the question about restrictive covenants, the Final Plan Application was incomplete when Mr. Moore submitted it, and the SRT should not have acted on it, or approved it. The 2nd SRT Approval should therefore be reversed by the Planning Commission.

This was one of the grounds for Appeal MISC 2018-05; however, because the Planning Commission did not specifically rule on this issue in Appeal MISC 2018-05, it did not deny Appeal MISC 2018-05 on this ground. The Appellants therefore submit that the SRT should have considered this issue when reconsidering the Project on 11 July 2018, and should not have issued the 2nd SRT Approval because the Final Plan Application was incomplete when submitted and reviewed.

iii. The Easement Agreement contains restrictive covenants applicable to the Future Phase Tract

Acknowledging the legal obligation of StaffordBL to seek approval from the CPOA for the Project, by his 25 April 2018 letter to the CPOA, Mr. Nester,

²⁹ Audio recording of the 11 July 2018 SRT meeting, at 4:06 to 4:24.

³⁰ See Exhibit K, above.

³¹ See Exhibit L, above.



counsel for StaffordBL, actually sought the CPOA's approval of the plans for the development of the Project. The CPOA's approval of those plans is required by the Easement Agreement. By his response letter to Mr. Nester, Mr. MacNeille, counsel for the CPOA, has provided StaffordBL with detailed objections to the plans for the development of the Project.

Mr. Nester's letter seeking approval of the Project is consistent with earlier correspondence between counsel for CPOA and the predecessor to StaffordBL confirming, by not objecting to Mr. MacNeille's inquiry, the understanding of both CPOA and Stafford that the Easement Agreement does, in fact, apply to the Future Phase Tract.³²

The Easement Agreement is a recorded document, providing legal notice to the public of its contents, and, more particularly, its restrictions.

The second Recital contained in the Easement Agreement reads as follows:

WHEREAS, Stafford intends to develop the Stafford Property as a commercial retail shopping center (the "Shopping Center")

Section 1(a)(ii) of the Easement Agreement provides that the CPOA has the right to review and approve, or oppose, any changes to the original plans for the development of the Best Buy Commercial Center tract, including the Future Phase Tract. The Easement Agreement further requires formal notice to the CPOA of any proposed modifications to those plans, and a time-limited procedure for review of the proposed modifications by the CPOA.

Section 1(b)(i) of the Easement Agreement clearly contemplates that the development of the Shopping Center or the Phase II property (which includes the Future Phase Tract) may be deferred.

³² See the 8 May 2008 letter from Mr. MacNeille to George A. Mattingly, Esq., then counsel for Stafford Rhodes, LLC attached hereto as Exhibit R, the 4 June 2008 response from Mark Jones of Stafford Properties to Mr. MacNeille at Exhibit H above, and the 12 July 2008 response letter from Mr. MacNeille to Mr. Jones attached hereto as Exhibit S.



Section 3(b) of the Easement Agreement provides that all “covenants and provisions” of the Easement Agreement

shall be deemed to run with the land, burden the Properties affected thereby, and shall be binding upon the parties hereto and their successors, assigns, designees, agents, tenants and employees and inure to the benefit of the parties hereto and their successors, assigns, designees, agents, tenants and employees.

Section 8 of the Easement Agreement provides, in pertinent part, that “The recitals set forth above are incorporated herein by reference as fully and with the same force and effect as if set forth herein at length.”

The above quoted language from the Easement Agreement clearly establishes that the Easement Agreement is a covenant, running with, and burdening, the entirety of the 34.505 acre tract, including the Future Phase Tract. Accordingly, the Easement Agreement must be dealt with as provided in SC Code Section 6-29-1145 and CDC Section 1.4.40. Further the Easement Agreement is clearly an easement, as referred to in CDC Section 1.4.40.

Contrary to what the Appellants believe the Planning Commission intended when it reversed the 1st SRT Approval, the SRT has now ignored the Planning Commission and determined that the Easement Agreement is not a restrictive covenant for purposes of SC Code Section 6-29-1145 and CDC Section 1.4.40.

It seems to the Appellants that Mr. Greenway and the SRT have a very simplistic view of what is, or may be, a restrictive covenant for purposes of SC Code Section 6-29-1145 and CDC Section 1.4.40. To their way of thinking, if a document is titled “Easement Agreement,” then that’s what is: an easement agreement, and not a restrictive covenant. That, however, is not what the law in South Carolina is. For example, in the case of *West v. Newberry Electric Cooperative*,³³ a 2004 decision, the Court of Appeals of South Carolina, upheld the trial court’s determination that an easement was a real covenant running

³³ See, *West v. Newberry Elec. Co-op.*, 593 S.E.2d 500 (S.S. App. 2004), a copy of which is attached hereto as Exhibit T.



with the land, and took the opportunity to review the law on restrictive covenants:

A restrictive covenant runs with the land, and is thus enforceable by a successor-in-interest, if the covenanting parties intended that the covenant run with the land, and the covenant touches and concerns the land.

A restrictive covenant can be included in, and be part of, a deed, an easement, a lease, a declaration, or any number of other documents. What a document is titled has no bearing on whether or not it contains a restrictive covenant.

Section 3(b) of the Easement Agreement specifically says that “All covenants and provisions of this Agreement shall be deemed to run with the land,” so it follows that the requirement for the consent of the CPOA for approval of material modifications to the exhibits attached to the Easement Agreement is a covenant running with the land that is the Future Phase Tract that cannot be ignored by the County, and particularly the SRT, when reviewing any proposal for the development of the Future Phase Tract. This requirement was recognized by the Planning Commission in granting Appeal MISC 2018-05; however, the SRT chose to ignore the Planning Commission and the 2nd SRT Approval was issued anyway.

Further, StaffordBL, Welles, and Mr. Thomas, and their respective agents had an obligation to disclose the covenants contained in the Easement Agreement to the County in the Final Plan Application that resulted in the 2nd SRT Approval, which they failed or refused to do.

The Appellants urge the Planning Commission to reverse the 2nd SRT Approval due to the failure or refusal of the SRT to acknowledge the applicability of the restrictive covenants contained in the Easement Agreement and determine whether or not those restrictive covenants are violated by the 2nd SRT Approval or the use of the Future Phase Tract for the Project.

iv. The 2nd SRT Approval cannot be validly issued unless the restrictive covenants contained in the Easement Agreement are released

At the 18 April 2018 meeting of the SRT that resulted in the issuance of the 1st SRT Approval, Mr. MacNeille, as counsel to the CPOA, brought the



Easement Agreement and its included restrictive covenants to the attention of the SRT, and further advised the SRT that the CPOA had not approved the plans for the development of the Project. Despite the clear requirements of SC Code Section 6-29-1145 and CDC Section 1.4.40 to the contrary, and actual notice of the restrictive covenants in the Easement Agreement provided to the SRT by Mr. MacNeille, the 1st SRT Approval was nevertheless issued by the SRT contrary to law. Now, with the issuance of the 2nd SRT Approval, the SRT has again ignored the restrictive covenants in the Easement Agreement; and this time, they have also ignored the instructions of the Planning Commission.

By his letter of 25 April 2018, Mr. Nester formally advised the CPOA of proposed changes to the development of the Future Phase Tract as shown on the plans for the development of the Project, and sought the CPOA's approval of those changes. That notice acknowledges the existence of the restrictive covenants contained in the Easement Agreement, and triggered the time limit for the CPOA's review of those proposed changes, with the resulting detailed objections contained in the response letter from Mr. MacNeille to Mr. Nester.

Under SC Code Section 6-29-1145(B)(3), unless and until the County receives confirmation from StaffordBL that the restrictive covenant contained in the Easement Agreement has been released by the CPOA or by court order, or that the CPOA has approved the plans for the proposed development of the Future Phase Tract, the County cannot approve the Final Plan Application for the development of the Project, and the 2nd SRT Approval should therefore not have been issued.

Because the CPOA has not released the restrictive covenant contained in the Easement Agreement, and has not approved the plans for the proposed development of the Future Phase Tract, the 2nd SRT Approval should not have been issued, and it should therefore be reversed by the Planning Commission.

v. The CPOA relied to its detriment on the representations of the Easement Agreement

As noted above, the Easement Agreement includes a statement of Stafford Rhodes, LLC's intent to develop its property "as a commercial retail shopping center." This was a material representation to the CPOA of the proposed use of the Best Buy Commercial Center, including the Future Phase Tract, which the CPOA relied on in entering into the Easement Agreement. The exhibits to the Easement Agreement do not indicate anything other than



commercial buildings on the Future Phase Tract. As also noted above, in 2008 Stafford Rhodes, LLC even went as far as to obtain a permit from the County for the development of the Future Phase Tract for commercial offices. It is clear that the only use for the Future Development Tract during the discussions in connection with the Easement Agreement between CPOA and Stafford was office buildings, consistent with the “commercial retail shopping center” representation in the Easement Agreement itself.

This specific representation of a “commercial retail shopping center” use, and office use on the Future Phase Tract, was relied upon by the CPOA when entering into the Easement Agreement and represented a substantial portion of the consideration for the CPOA to agree to the provisions of the Easement Agreement. The CPOA was not paid any money to enter into the Easement Agreement; instead, the only consideration the CPOA received from Stafford Rhodes, LLC for entering into the Easement Agreement was the promises to, and agreements with, the CPOA made by Stafford Rhodes, LLC. In return, Stafford Rhodes, LLC got an easement to use the CPOA’s property to facilitate the installation of a sanitary sewer line that was critical to the development of the Best Buy Commercial Center. If the CPOA had been told by Stafford Rhodes, LLC that the proposed use for the Future Phase Tract would not be offices, then the CPOA may have insisted on additional conditions and restrictive covenants in the Easement Agreement, or refused to enter into the Easement Agreement.

The Easement Agreement sets forth a procedure for StaffordBL to follow if it wants to change the promised use of the Future Phase Tract from offices to multifamily residential. Stafford Rhodes, LLC agreed to that procedure, and it is now binding on StaffordBL; however, StaffordBL wants the SRT and the Planning Commission to believe it is not bound by that mandatory procedure, and that it was proper for the SRT to issue the 2nd SRT Approval. The SRT is now complicit in that effort.

Stafford Rhodes, LLC got what it wanted, what it needed, from the Easement Agreement. Now, StaffordBL, the successor-in-interest to Stafford Rhodes, LLC, wants to change the rules. That, in a word, is offensive to the CPOA, and is unlawful.

The inclusion of the representation about the development of the Future Phase Tract in the Easement Agreement is further support for the existence of a restrictive covenant on the Future Phase Tract in favor of the CPOA. The



CPOA only wants StaffordBL to comply with the covenants and promises binding on it as the successor-in-interest to Stafford Rhodes, LLC.

vi. The SRT ignored the direction of the Planning Commission by issuing the 2nd SRT Approval

The Easement Agreement, with its restrictive covenants, was clearly the main reason for the Planning Commission's reversal of the 1st SRT Approval in Appeal MISC 2018-05. The approval of the Project was remanded to the SRT "for the purpose of considering the Easement Agreement and whether or not there ... has been compliance with the South Carolina Code 6.29.145 [sic] and CDC 1140 [sic]." While the Planning Commission's direction to the SRT could have been more specific, what is abundantly clear is that the Planning Commission disagreed with the SRT ignoring the existence of the Easement Agreement and its restrictive covenants in issuing the 1st SRT Approval. However, on 11 July 2018, the SRT again chose to ignore the requirements of SC Code Section 6-29-1145 and CDC Section 1.4.40 by issuing the 2nd SRT Approval.

Issuance of the 2nd SRT approval is even more egregious for two (2) additional reasons. The first condition to the 2nd SRT Approval read as follows:

Having considered the SC State Code Section 6-29-1145, Community Development Code Section 1.1.40 and the "Easement Agreement" as required by the Planning Commission, Staff moved that the final plan be approved with conditions as previously stated. In order to determine whether or not an "Easement Agreement" is to be viewed as restricted covenants shall be determined by the court.

Despite the discussion among the SRT members, according to the 2nd SRT Approval, the SRT did not make a decision about the Easement Agreement or its restrictive covenants, instead taking the position that it could not make that determination, and saying that a court should make that decision. Nevertheless, despite its uncertainty about the existence of restrictive covenants, the SRT issued the 2nd SRT Approval with full knowledge that the Planning Commission granted Appeal MISC 2018-05 on this specific ground.

Second, the 2nd SRT Approval specifically recognizes the existence of the restrictive covenants in the Easement Agreement with the fourth condition,



stating that “Stafford shall notify the Crescent POA; beginning the 15-day notification.”³⁴

This condition to the 2nd SRT Approval specifically recognizes the existence of the Easement Agreement’s restrictive covenants, otherwise no 15 day notice period would be required. Despite this specific recognition of the restrictive covenants of the Easement Agreement, the 2nd SRT Approval was issued.

This Appeal presents the Planning Commission the opportunity to make clear to the SRT that the Planning Commission considers the Easement Agreement to contain restrictive covenants, and that the SRT should not issue any approval for the Project until the restrictive covenant issues are resolved, all in accordance with South Carolina and County statutes.

Under SC Code Section 6-29-1190 and CDC Section 1.4.40, unless and until the County receives confirmation from StaffordBL that the restrictive covenant contained in the Easement Agreement has been released by the CPOA or by court order, or that the CPOA has approved the plans for the proposed development of the Future Phase Tract, the County cannot approve the Final Plan Application for the development of the Project, and the 2nd SRT Approval should therefore not have been issued.

Because the CPOA has not released the restrictive covenant contained in the Easement Agreement, the CPOA has not approved the plans for the proposed development of the Future Phase Tract, and StaffordBL has not followed the procedure required by the Easement Agreement, the 2nd SRT Approval should not have been issued, and it should therefore be reversed by the Planning Commission.

vi. The Final Plan Application approved by the SRT does not meet the requirements of Section 7.2.60.F of the CDC, and was incomplete

The 2nd SRT Approval incorporated by reference all of the conditions included in the 1st SRT Approval.

³⁴ The procedure StaffordBL is required to follow under the Easement Agreement includes a written notice to the CPOA of changes to the Project plan as attached to the Easement Agreement, and a 15 day period for the CPOA to object to the proposed revisions.



While CDC Section 7.4.40.D.1 permits the Director to approve an application subject to conditions, the 2nd SRT Approval with conditions shows on its face that the Final Plan Application was incomplete when conditionally approved.

CDC Section 7.4.40.D.2 provides that conditions of approval of an application shall be limited to those deemed necessary to ensure compliance with the standards of the CDC, and shall be related in both type and amount to the anticipated impacts of the proposed development on the public and surrounding development. The Appellants allege that the conditions of the SRT Approval do not meet the requirements of CDC Section 7.4.40.D.2.

The conditions as stated in the 1st SRT Approval are:

1. Applicant shall address Stormwater requirements.
2. Applicant shall revise the site plan to show the connectivity, handicap parking spaces being distributed, sidewalks, and sign to be placed on property.
3. Applicant shall pay the BJWSA capacity fees and submit permit to construct water and sewer.
4. Applicant shall submit a revised Arborist report.
5. Applicant shall submit a revised landscape plan showing plantings to the rear of the buildings.

The conditions as stated in the 2nd SRT Approval are:

1. Having considered the SC State Code Section 6-29-1145, Community Development Code Section 1.1.40 and the “Easement Agreement” as required by the Planning Commission, Staff moved that the final plan be approved with conditions as previously stated. In order to determine whether or not an “Easement Agreement” is to be viewed as restricted covenants shall be determined by the court.
2. DRB Review will be completed by Staff.
3. Applicant shall return to the Planning Commission for the appeal update from SRT.



4. Applicant shall return to SRT. Stafford shall notify the Crescent POA; beginning the 15-day notification.
5. Applicant shall address all conditions as approved for Final.

Of the five listed conditions in the 1st SRT Approval, the first, third, and fourth conditions do not relate to anticipated impacts of the proposed development on the public and surrounding development, but rather address the specifics of the Final Plan Application itself. Those three conditions go to the completeness of the Final Plan Application, and without the inclusion of those materials in the Final Plan Application, it should have been considered incomplete. Now, with the 2nd SRT Approval, those conditions are still conditions, so likewise, the 2nd SRT Approval should not have been issued.

The 11 April 2018 letter from Ms. Austin to Mr. Moore, and Mr. Moore's 16 April 2018 response letter to Ms. Austin addressed 15 issues raised by members of the SRT. The answers to the SRT inquiries provided by Mr. Moore apparently did not address all of the issues raised by the SRT, resulting in the conditions attached to the SRT Approval. This shows that the 2nd SRT Approval, like the 1st SRT Approval, was premature, and did not yet meet the requirements of the CDC when approved.

Because the materials submitted to the SRT in connection with the Final Plan Application that resulted in the 2nd SRT Approval did not meet the requirements of the CDC, the 2nd SRT Approval should be reversed by the Planning Commission.

VIII. CONCLUSION

The record of this Appeal shows that:

1. The Planning Commission's direction to the SRT in reversing the 1st SRT Approval to consider the Easement Agreement and its restrictive covenants was ignored by the SRT;
2. The Future Phase Tract has not been legally subdivided from the remainder of the Best Buy Commercial Center tract;
3. Neither StaffordBL, Welles, nor Mr. Thomas is the lawful owner of the Future Phase Tract;



4. No one is sure who the proper applicant for the Final Plan Application is, or who the owner of the proposed location of the Project is;
5. The Easement Agreement is a recorded restrictive covenant running with the land that includes the Future Phase Tract;
6. The restrictive covenants in the Easement Agreement are contrary to, conflict with, and prohibit the development of the Project absent the approval by the CPOA of the plans for the development of the Project;
7. The Easement Agreement is an easement;
8. The CPOA has the right to review and approve or oppose the proposed development of the Project on a portion of the Future Phase Tract;
9. The CPOA has timely objected to the proposed development of the Project, and has not released the restrictive covenant contained in the Easement Agreement from the Future Phase Tract;
10. The Final Permit Application for the development of the Project that resulted in the 2nd SRT Approval was incomplete as submitted; and
11. The Final Permit Application for the development of the Project that resulted in the 2nd SRT Approval does not meet the requirements of the CDC.

Because the Future Phase Tract has not been legally subdivided from the remainder of the Best Buy Commercial Center tract as required by SC Code Section 6-29-1190, the 2nd SRT Approval should not have been issued, and it should therefore be reversed by the Planning Commission.

Because title to the Future Phase Tract was conveyed to StaffordBL in violation of SC Code Section 6-29-1190, the 2nd SRT Approval should be reversed by the Planning Commission.

Because the Easement Agreement is a restrictive covenant under SC Code Section 6-29-1145, and is an easement under CDC Section 1.4.40, which



runs with, and burdens, title to the land that is the Future Phase Tract, and because the CPOA has rights under the Easement Agreement to review and approve or oppose the proposed development of the Project, the Easement Agreement is a restrictive covenant that is contrary to, conflicts with, and prohibits the development of the Project. Therefore, the 2nd SRT Approval should be reversed by the Planning Commission.

Because the Final Plan Application was incomplete when submitted, under CDC Section 7.4.30.E.2.c, the Director was prohibited from processing the Final Plan Application, and it should have been acted on by the SRT, and the 2nd SRT Approval should therefore be reversed by the Planning Commission.

Because the materials submitted to the SRT in connection with the Final Plan Application that resulted in the 2nd SRT Approval did not meet the requirements of the CDC, the SRT Approval should be reversed by the Planning Commission.

Because the SRT did not consider the Easement Agreement to be a restrictive covenant for purposes of SC Code Section 6-12-1145 and CDC Section 1.4.40, as directed by the Planning Commission in granting Appeal MISC 2018-05, the 2nd SRT Approval should not have been issued.

The CPOA asks that the Planning Commission consider this Appeal, the record of this matter, the testimony and materials to be introduced into the record of this Appeal at the hearing, grant this Appeal, and find and hold that

1. the Future Phase Tract has not been legally subdivided from the remainder of the Best Buy Commercial Center tract;
2. neither StaffordBL, Welles, nor Mr. Thomas is the lawful owner of the Future Phase Tract or the proposed location of the Project;
3. the Final Plan Application was not made by or with the consent of the true owner of the Future Phase Tract or the proposed location of the Project;
4. the Easement Agreement is a recorded restrictive covenant running with the land that includes the Future Phase Tract for purposes of SC Code Section 6-29-1145;



5. the Easement Agreement is a recorded restrictive covenant running with the land that includes the Future Phase Tract and is an easement for purposes of CDC Section 1.4.40;
6. the 2nd SRT Approval of the Final Plan Application for the development of the Project is contrary to, conflicts with, or is prohibited by the restrictive covenants contained in the Easement Agreement;
7. the Final Plan Application for the development of the Project was incomplete as submitted;
8. the Final Plan Application for the Project does not meet the requirements of the CDC; and
9. the SRT did not properly consider the Easement Agreement and its restrictive covenants as required by the Planning Commission in granting Appeal MISC 2018-05;

and reverse the 2nd SRT Approval.

The Appellants reserve the right to submit additional materials, documents, and information to the Planning Commission in connection with this Appeal.

Respectfully submitted on behalf of the Appellants on 9 August 2018.



This signature is an electronic reproduction

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COUNTY OF BEAUFORT

STAFF REVIEW TEAM

ACTION FORM

MEMBERS PRESENT– Hillary (Present/For), Nancy (Present/2nd Motion), Charles (Absent), Eric L. (Present), Eric G. (Present / For)
STAFF PRESENT –, Tamekia Judge (Zoning Analyst III), Eric Greenway(Community Director), Tanner Powell (Stormwater /1st Motion), Christopher Inglese (County Attorney)

PROJECT NAME Osprey Cove Apartments	PROJECT TYPE Residential (Multi-family)
--	--

APPLICANT/DEVELOPER NAME, ADDRESS, PHONE NUMBER
Ward Edwards Engineering, P.O. Box 381 Bluffton, SC 29910

PROJECT LOCATION Bluffton	PIN 600-32-452	LAND AREA (ACRES) 5	LOTS/UNITS 45	BLDG AREA (SQ FT)
DATE OF REVIEW 7/11/2018	OVERLAY DISTRICT HCOD	FIRE DISTRICT Bluffton	ZONING DISTRICT C5	

TYPE OF SRT REVIEW (CHECK ONE TO RIGHT): CONCEPTUAL PRELIMINARY FINAL

SRT ACTION (CHECK ONE BELOW):

APPROVED NO CONDITIONS:

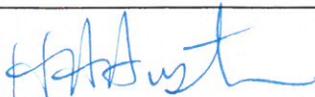
DISAPPROVED / REASON(S):

APPROVED WITH CONDITIONS / CONDITIONS:

APPROVED SUBJECT TO CONDITIONS / LIST OF CONDITIONS:

- Having considered the SC State Code Section 6-29-1145, Community Development Code Division 1.1.40 and the "Easement Agreement" as required by the Planning Commission, Staff moved that the final plan be approved with conditions as previously stated. In order to determine whether or not an "Easement Agreement" is to be viewed as restricted covenants shall be determined by the court.
- DRB review will be completed by Staff.
- Applicant shall return to the Planning Commission for the appeal update from SRT.
- Applicant shall return to SRT. Stafford shall notify the Crescent POA; beginning the 15-day notification.
- Applicant shall address all conditions as approved for Final.

DEFERRED / PLEASE SUBMIT THE FOLLOWING:



ZONING AND DEVELOPMENT ADMINISTRATOR

7/11/2018
DATE

**AN ORDINANCE OF THE COUNTY OF BEAUFORT, SOUTH CAROLINA, WHICH SHALL BE REFERRED TO AS
THE PASSIVE PARKS ORDINANCE**

Chapter 90 – PARKS AND RECREATION

ARTICLE VI. – PASSIVE PARKS

SECTION 90-200: TITLE

This ordinance shall be known as the Passive Parks Ordinance.

SECTION 90-201: PURPOSE

It is the purpose of this ordinance to:

1. Provide secure, quiet, orderly, and suitable use and enjoyment of Rural and Critical Lands Preservation Program passive parks established or managed by Beaufort County, and to further the safety, health, comfort, and welfare of all persons using them.
2. Provide a means by which federal, state, and county laws and regulations will be enforced on Beaufort County passive parks.

SECTION 90-202: DEFINITIONS

The following words and terms shall have the meaning respectively ascribed to them in this section:

1. *Archaeological or cultural resources* means any associated physical artifacts and features below the ground surface indicating the past use of a location by people which may yield information on the county's history or prehistory, including but not limited to artifacts, fossils, bones, shell mounds, middens, or primitive culture facilities or items.
2. *Concessions* means an approved lease or memorandum of understanding between the county and a private entity for the right to undertake a specific activity in return for services and/or financial gain.
3. *Daylight hours* means those hours between dawn and dusk.
4. *Motorized vehicles* means any self-propelled vehicle, commonly wheeled, that does not operate on rails, such as trains or trams and used for the transportation of passengers, or passengers and property, such as golf carts/cars, cars, trucks, all terrain or utility vehicles, motorcycles, and motorized bicycles.

5. *Passive Park* means any fee-simple county owned or co-owned property purchased with Rural and Critical Lands Preservation Program designated funding. A list of passive parks is available with the Passive Parks Manager upon request.
6. *Weapon* means any firearm or gun from which shot or a projectile is discharged by means of an explosive gas, or compressed air. This definition includes bows and arrows, slingshots, and switch-blade knives.
7. *Wildlife* means all living creatures, not human, wild by nature, endowed with sensation and power of voluntary motion, including quadrupeds, mammals, birds, fish, amphibians, reptiles, crustaceans, and mollusks.

SECTION 90-203: IN GENERAL

1. The County Administrator or his/her designee shall have the authority to employ a Passive Parks Manager who shall be trained and properly qualified for the work and who shall conduct and supervise management and activities on any of the passive park properties and facilities owned or controlled by Beaufort County.
2. The County Administrator or his/her designee is authorized to promulgate rules and regulations for the purpose of regulating the use of passive parks, including structures and facilities on such, limiting the hours during which the same shall be open to the public, and providing standards of conduct for persons while using such properties, structures, and facilities.
3. The County Administrator or his/her designee may establish fees for the use of passive park properties, structures, and facilities.
4. The Passive Parks Manager shall make reports to the County Administrator or his/her designee as may be requested from time to time.
5. The County Council may designate property as a passive park, and may request and receive recommendations from the Rural and Critical Lands Preservation Board. When a property is designated by County Council as a passive park, this ordinance will apply to that property.

SECTION 90-204: PENALTIES

Any person violating any section of this article shall be guilty of a misdemeanor and upon conviction thereof shall pay such penalties as the court may decide, not to exceed \$500.00 or not to exceed 30 days' imprisonment for each violation. Each day during which such conduct shall continue shall constitute a separate violation which shall subject the offender to liability prescribed in this section. This ordinance is supplementary to, and does not supplant, any other federal, state, county, or local law, rule, regulation, or ordinance.

SECTION 90-205: PASSIVE PARK HOURS

1. Unless otherwise specifically provided or posted at a passive park property or facility, any designated passive park that is open to the public shall be open for public use during daylight hours only and shall be closed to public use from dusk until dawn.
2. Such closing hours shall not apply to activities being held pursuant to an approved agreement or contract for use signed by the County Administrator or his/her designee. In these cases, the fully executed agreement or contract for use shall state the waiver of operating hours.
3. It shall be unlawful for any person to remain in any of the passive parks and/or facilities during the hours the park and/or facility is closed to public use except with prior written approval from the County Administrator or his/her designee. Unauthorized presence shall be grounds for immediate arrest.

SECTION 90-206: PROHIBITED ACTIVITIES

It shall be unlawful for any person to do any of the following in any passive park unless specifically permitted by the appropriate authorization received from the County Administrator or his/her designee and issued pursuant to this ordinance, except for activities of Beaufort County which are undertaken within the scope of its governmental authority:

ALCOHOL and WEAPONS

- Carry any weapons, explosive, or destructive device either openly or concealed onto any park property, except as otherwise permitted by South Carolina state law and/or for law enforcement personnel.
- Purchase, sell, offer for sale, possess, or consume any alcoholic beverages, illegal drugs or intoxicating substances, unless specifically authorized in writing by the County Administrator or his/her designee.

CONCESSIONS

- Engage in the sale of any item on park property for any non-county sponsored function(s), except as allowed by an agreement issued by the County Administrator or his/her designee.
- Use of any park property for non-county sponsored fundraising activities, except as authorized by the County Administrator or his/her designee.

COOKING and FIRES

- Cook foodstuff on personal grills brought into the park area. Persons may utilize only grills provided or permitted by the county for cooking in the park area.
- Set or stoke a fire, except for those fires set or stoked in designated county grills or fire rings where they are provided, and said fire shall not be allowed if it poses a hazard to public property or the general public. An exception is made in the instance of a federal, state, and/or county sanctioned and authorized prescribed burn for the purposes of land/debris management or restoration.
- Cut down, remove, or otherwise damage live or dead standing plant material to set or stoke a fire. Gathering dead and downed debris is allowed in areas where camping is permitted and a county fire ring is provided.

FACILITIES

- Erect signs or affix signs to any tree, post, pole, fence or park facility or grounds except as provided by county ordinance, or through an approved park use agreement or contract with the County Administrator or his/her designee.
- Write on, draw on, paint on or otherwise deface, damage, remove, or destroy any park facility or any part of the park grounds.
- Construct or erect any hut, shanty or other shelter.
- Engage in the destruction, removal or alteration of any county owned facility or equipment from any park property, unless authorized by the County Administrator or his/her designee.
- Install any gate providing access to any park, or build any trail except as authorized by an approved park development plan or the County Administrator or his/her designee.
- Use public restrooms to shave and/or shower, unless shower facilities are specifically provided for public use at that park.
- Bathe or otherwise be or remain in a water or drinking fountain and/or its reservoir or to allow any privately owned animal to do so.

LITTER and WASTE

- Littering, including cigarette butts. Any park property that does not have trash disposal receptacles will be treated as “pack in, pack out” and any and all items brought onto the park property will be required to be removed from the park property.
- Disposal of oil, gasoline or other hazardous substances.
- Discharge or deposit human wastes, except in toilet facilities provided by the county.
- Dump or deposit yard waste, cuttings, or clippings.
- Allow privately owned animals to discharge or deposit waste on park property without disposing said waste. All owners or others in charge of privately owned animals shall remove their waste from the park grounds, and may deposit animal waste in park trash receptacles.

NATURAL AND CULTURAL RESOURCES

- Disturb the natural surface of the ground in any manner unless authorized in writing by the County Administrator or his/her designee and/or done in accordance with a county-initiated land management activity.
- In any way disturb, molest, or remove any wildlife, animal, bird, or egg located above, upon or below the surface of the park grounds or to allow any privately owned animal to do so unless specifically authorized in writing by the County Administrator or his/her designee, or unless a park is posted for such an activity.
- Feed any wildlife.
- Engage in the removal, destruction or harassment of animals and plants from or on parks, except for authorized research efforts as authorized by the County Administrator or his/her designee.
- Engage in the introduction of plants or animals onto parks, unless authorized by the County Administrator or his/her designee or as part of a county sanctioned restoration activity.

- Pick flowers, nuts, berries, or fruit, or to damage or remove plants, trees, or shrubs, from any part of the park grounds unless specifically authorized in writing by the County Administrator or his/her designee or done in accordance with a county-initiated land management activity.
- Swim, canoe, kayak, or boat in any body of water within the designated park boundaries, unless otherwise posted as a public swimming and/or boating area.
- Engage in the removal, alteration or destruction of archaeological or cultural resources from any park property and/or water body except as authorized by the County Administrator or his/her designee.

RECREATION and VEHICLES

- Drive, putt or otherwise hit a golf ball.
- Use roller skates, roller blades or skateboards, except on park facilities specifically designated for that purpose.
- Operate or park any motorized vehicle on park grounds except in areas designated by the county as public parking areas, driveways, or roadways. Motorists shall obey all posted speed limit and other directional signs posted within the park. Authorized county personnel or contract personnel shall be allowed to drive vehicles onto park areas during facility or grounds maintenance or other land management activities.
- The use of metal detectors.

SECTION 90-207: ADDITIONAL PROVISIONS

Unless otherwise specified herein and in addition to the restrictions stated in Section 90-206, the following additional provisions shall be applicable to all passive parks:

1. Allowable public use activities for each park shall be compatible with the protection of the natural and/or cultural resources for each individual park and shall be posted at each park.
2. Parks shall be closed to the public when, due to emergency conditions or activities undertaken by the federal, state, or county government for emergency response and recovery or maintenance of such areas, closure is necessary to protect such lands or to protect the health, safety and welfare of the public.
3. Hiking is permitted only on designated trails, established roads and firebreaks, and shall not occur in other areas.
4. Bicycling is permitted in parks that are specifically posted for that activity. Within a park permitted for bicycling, bicycling shall only be permitted on trails, established roads and firebreaks, and shall not occur in other areas.
5. Horseback riding is permitted in parks that are specifically posted for that activity. Within a park permitted for horseback riding, horseback riding shall only be permitted on trails, established roads and firebreaks, and shall not occur in other areas.

6. Hunting, trapping, or fishing is permitted in parks that are specifically posted for that activity. Within a park permitted for hunting, trapping or fishing, hunting, trapping and fishing activities will comply with South Carolina state law.
7. Dogs are permitted in parks, except where otherwise posted, provided that such animals are leashed and/or under control at all times. The owner or person responsible for the animal shall clean up and properly dispose of the animal's waste as stated in Section 90-206.
8. Concessions may be allowed in certain parks if they are determined to be appropriate to that property and are approved in writing by the County Administrator or his/her designee. Appropriateness is described as:
 - a. The concession is necessary to fulfill a need in the interest of the public and will assist the county in providing public use of passive parks.
 - b. The concession will be open to the public.
 - c. The concession will be economically feasible for the county.
 - d. The concession will be compatible with the protection of the natural and/or cultural resources and the management goals for that park.
 - e. The concession will not result in an unfair advantage over existing businesses that provide similar services in the area.
9. Research may be permitted in parks if said research is compatible with the protection of the natural and/or cultural resources and the management goals for that park and when approved in writing by the County Administrator or his/her designee.

SECTION 90-208: ARCHAEOLOGICAL DISCOVERY

Archaeological excavating is prohibited on all properties. Any person discovering archaeological or cultural resources on any park shall immediately notify the Passive Parks Manager and Sherriff's Office of such discovery.

SECTION 90-209: PASSIVE PARK USER FEES

Fees for admission to passive parks, for use of park land and/or facilities, and for participation in events may be established by the County Administrator or his/her designee.

Secs. 90-210 – 90-250. - Reserved.

Beaufort County

Rural and Critical Land Preservation Program

Passive Parks Public Use

Work Plan

2018

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Community Development Department
Beaufort County



Table of Contents

SECTION	PAGE
Executive Summary	3
Introduction	4
Roles and Responsibilities	6
Monitoring and Security	9
Branding and Marketing	11
Management and Public Use	12
Conservation Easements	33
Maintenance and Operations	34
Strategic Goals	35
Passive Park Location Maps	36
Passive Park Priorities Table	39

Executive Summary

Beaufort County has been a frontrunner among local governments in land preservation since 1999 with the creation of the Rural and Critical Land Preservation Program (RCLPP or Program), which is nationally known for preserving the landscape that makes the Lowcountry special.

In 2016, the Beaufort County Open Land Trust produced a report, *Stewardship and Public Use of Rural and Critical Lands*, which outlined how Beaufort County could allow public access and develop the passive parks while properly managing and maintaining all RCLPP lands. This report, *Passive Parks Public Use Comprehensive Plan*, presents a framework for how Beaufort County is going to prioritize and implement management, improvements, and public use on RCLPP fee-simple properties.

Improvements may vary dependent upon the nature of any given property, however basic elements may include parking and restrooms, nature trails, boardwalks, open-air pavilions, camping facilities, water access, land management practices, and revenue generating activities compatible with the RCLPP mission. Natural and cultural resources, development and improvements, operations and maintenance, and fiscal resource needs are all discussed in this report.

The opportunities on RCLPP properties are abundant and varied. Unique opportunities such as regional recreation area(s); private-public partnerships; partnerships with volunteer groups, local municipalities, and State and Federal agencies; eco-tourism concessionaires; and others exist.

In 2018, Beaufort County hired a Passive Parks Manager to oversee and initiate the evolution of the Program through well-informed stewardship goals and a continued focused on the Program's mission. During the implementation process for each property, the Passive Parks Manager will collaborate with Beaufort County stakeholders in order to provide lifetimes of public use and enjoyment of RCLPP properties.

The goals of this report are to:

- Define the roles and responsibilities for County staff, volunteers, and Boards to develop and manage the public use of the parks and management of RCLPP properties,
- Designate appropriate monitoring and security measures needed,
- Describe RCLPP branding and marketing standards needed,
- Outline natural resource management needs, public use opportunities, and revenue generation for RCLPP properties,
- Describe maintenance and operations resources and needs for RCLPP properties; and
- Provide a framework for long-term strategic goals for the Program.

Introduction

Community Profile

Beaufort County has some of the most scenic and ecologically sensitive land in the United States. The ecological treasure that is the Lowcountry features unique habitats, scenic views and recreational destinations, all of which contribute to the quality of life in Beaufort County. Since this lifestyle is a fundamental part of the attraction to Beaufort, protecting this environment is an economic imperative.

The scenic and sensitive resources are varied and numerous. Plant communities bring beauty and definition to the landscape. Lying in the coastal zone, Beaufort County forests include bottomland hardwoods, pine woodlands, oak-hickory forests, cypress-tupelo wetlands, and maritime forests. Beaufort County has eight plant and animal species federally or State listed as threatened or endangered, with an additional forty-seven identified as imperiled on a global or state scale. Loss of habitat is the primary cause of species imperilment.

The almost forty linear miles of beaches are an important mainstay of the tourism economy, with the dune systems forming the first line of defense against astronomical tides and sea level rise, and provide important wildlife habitat. Water, however, is the resource that truly defines Beaufort County. Rivers, estuaries, wetlands, and the Atlantic Ocean forms the scenic backdrop that makes Beaufort County such a special place. The County consists of 468,000 acres and 51 percent are tidally influenced rivers, creeks or marshes. The quality of these waters has been at the forefront of the Beaufort County conservation efforts, and the Rural and Critical Land Preservation Program (RCLPP or Program) has focused much of its efforts on buffering the May, Okatie, Broad and other rivers and their watersheds.

Beaufort County of the 1950's featured rural farming communities and fishing villages. The City of Beaufort was a commercial center, and Hilton Head had not yet become an incorporated town. Today, resort development is predominant on the Sea Islands, large swaths of land have residential development, and Beaufort and Port Royal have grown and attract creative, enviable clientele. The communities south of the Broad River have experienced even more growth and change. Bluffton has grown into a major presence in the Lowcountry and much of its growth now occurs in and around its city limits. Hilton Head is well recognized for its attractions and its own efforts at resource conservation.

The 1980 census placed Beaufort County's population at 65,364. In 2008, the population had grown to 146,743. By 2015, the population had grown to 179,589. By 2030, the population of Beaufort County is expected to be 261,017. In 2015 the area comprising Beaufort and Jasper counties had the fourth-fastest growing population along the East Coast.

Program Profile

A sensitive environment coupled with rapid growth presented a delicate balance for the development of Beaufort County. Economic growth is critical to the economic quality of life of residents, but little tolerance exists for environmental degradation by county citizens. Maintaining this balance is a key reason for the establishment of the RCLPP and why it continues to be an essential element in managing Beaufort County's growth, now and into the future. The County was experiencing unprecedented and widespread growth in the 1990's, and the anticipated effect was a sharp decline in the quality of life for the citizens of

Beaufort County. The environmental impact of rapid growth was perceived as a major detriment to the quality of life.

With its genesis rising out of the first County Comprehensive Plan, the RCLPP became a partial answer to the growth pressure, and in 2000 the first bond referendum for \$40 million to fund land purchases was put before the citizens of Beaufort County. It passed with 73% of voter approval. Three additional referenda followed in the next 14 years. These were the 2006 referendum for \$50 million to fund land purchases (76% approval); the 2012 referendum for \$25 million to fund land purchases and park improvements (62% approval); and the 2014 referendum for \$20 million to fund land purchases and park improvements (73% approval). As a result, more than 23,500 acres of land either in fee simple purchase or conservation easements have been protected through the Program. Additionally, the 2016 Public Opinion Survey conducted by Clemson University's Strom Thurmond Institute for the Beaufort County Community Development Department confirmed the public's commitment and support of conservation areas (97%) and the desire for the ability to access those areas (86%).

The benefits of open space and parks are well documented. Research shows that parks overwhelmingly enhance the quality of life of citizens, contribute to community health and vibrancy, and promote economic development, tourism, and education. Property values are generally higher when they are next to or near open space and the typical return for every dollar invested in conservation is between \$1 and \$4. Many of the RCLPP properties have abundant potential for public passive recreation and use. Enhanced land management will continue the voters' environmental mandate to protect the natural resources and quality of life of Beaufort County, and increased improvements for public use furthers the taxpayers return on their investment in the Program.

RCLPP lands have been deemed special by the community and acquired properties have scenic views, water access, or historic significance. Proper stewardship of these natural resources is fundamental to land management and the protection of the conservation values of these properties. Providing more opportunities for the public to enjoy these lands, without harming the intrinsic conservation value, is the natural progressive evolution of the Program.

This report presents a framework for how Beaufort County is going to prioritize and implement improvements and public access opportunities on RCLPP properties. Individual park planning and design is not part of this report. Park specific management and improvement plans will be created inclusively with appropriate stakeholders, and as funding becomes available, in order to include community needs assessments and to better understand the population individual parks will be serving.

Roles and Responsibilities

Public ownership of real property is a detailed part of governance. According to Article XII of the South Carolina State Constitution, under Section 1 of the Function of Government, the “health, welfare, and safety of the lives and property of the people of this State and the conservation of its natural resources are matters of public concern”. Properly managed public lands are an asset to the community. Failure to manage them threatens resources, creates problems with the continuity of the landscape, and liabilities become costly issues for the taxpayer. This basic government function is even more important when RCLPP properties are involved. These lands have unique qualities and conservation values, which have been determined to be important to the livability of Beaufort County by its citizens through their votes for the four bond referendums. Taxpayer money has been used to preserve these lands and they require special management to ensure the resources are conserved while still being available for public access.

Beaufort County

Stewardship is a broader and more comprehensive type of property management than basic maintenance and involves managing property resources with three achievable goals: sustainability, multi-use, and revenue generation. The first stewardship goal is to promote sustainability and safeguard the conservation values and natural resources from being compromised. The second stewardship goal is to promote multi-use of RCLPP properties while protecting conservation values. Public lands develop constituencies across a broad spectrum of users. Each user group will have its own vision for use of the land. An important consideration is to ensure that users have adequate access and the County adequately meets user needs to the extent practicable. The recent opinion survey has been the first step to determine general user needs and vision for RCLPP properties. As funding is available to implement park improvements, additional stakeholder meetings will be conducted to determine the specific user needs for an individual property. The third goal is to generate revenue from the land in an ecologically sustainable manner to assist with the maintenance and operations of the RCLPP properties. As long as a revenue generating activity is consistent with the RCLPP mission, it warrants evaluation for revenue potential. Proceeds from these activities will be placed in a dedicated RCLPP fund for use in operations, maintenance, improvements, to build staff capacity, and/or match grants.

Upon the establishment of the Program, the County Council created the Rural and Critical Lands Preservation Board (RCLPB or Board). The Board is comprised of one member from each of the 11 County Districts, who are nominated by the council member in their district and approved by the full County Council. Each Board member serves a four year term and can seek reappointment. The RCLPB was assigned specific duties, which include:

- 1) Developing and recommending to County Council, for adoption by resolution, a set of Beaufort County Rural and Critical Land Preservation Program Policies and Guidelines to guide the identification, prioritization, and management of parcels to be acquired through the county rural and critical preservation program. The Board may make recommendations to County Council for amendments to the Policies and Guidelines as the need arises;
- 2) Identify, prioritize and recommend to County Council rural and critical lands to be acquired through purchase of development rights, the option to purchase development rights, the fee simple purchase of property, or the exchange and transfer of title to parcels, as provided for in the County Council’s adopted Beaufort County Rural and Critical Land Preservation Program Policies and Guidelines;

- 3) Promote, educate and encourage landowners to participate in the County Rural and Critical Land Preservation Program; and
- 4) Perform such other duties as may be assigned by County Council.

Additionally, Resolution 2014/1 allows for the creation of a 5-member Passive Park Advisory Body, which should have specific expertise in park planning, land management, and conservation practices. This body may be established through ordinance and their specific duties and a set of by-laws may be created, which may include providing recommendations for use and management of RCLPP properties, review of park specific management and improvement plans, and promotion and support of the Program within the community.

At the time of this report, the Beaufort County Open Land Trust (BCOLT) is under contractual agreement with the County, and works on behalf of the County, to identify and investigate candidate properties for conservation, negotiate the purchase of the properties, and bring potential acquisitions to the RCLPB for consideration and approval. Additionally, of the properties that are in conservation easements, BCOLT holds most of those and has the legal responsibility to monitor them at least once annually and to ensure the easement terms are being upheld. So long as a County-initiated conservation acquisition program remains in effect, the County will contract with an accredited Land Trust to continue these duties.

The Beaufort County Community Development Department has been the housing center for the Program. In 2018, a Passive Parks Manager was hired and will spear-head the Program as it evolves. County staff will continue to coordinate/collaborate with the Land Trust on acquisitions. The Passive Parks Manager will collaborate with partners and stakeholders in creating park specific management, use, and development plans. Other duties of the Passive Parks Manager may include ordinance and policy development, contracting, grant writing and submittal, coordination with local municipalities, state/federal entities, and other County departments, and relationship building with partners. Although the planning process for park development will require input and feedback from advisory boards, partners, and stakeholders, the County will maintain approval rights for any plans and expenditures related to RCLPP properties at the County Council's behest.

The Beaufort County Engineering, Infrastructure, Land Development, and Transportation Division, Facility Management Department has been identified as the best source for immediate and basic maintenance needs on RCLPP properties, such as bush-hogging, fine mowing, building maintenance and repairs, janitorial services, and trash pickup. Some maintenance functions have been assumed by Friends groups, non-profit partners, or local municipalities. This cost effective approach works well on certain properties, but would not be able to be applied County-wide. Maintenance needs for each RCLPP property will be discussed and determined on a case-by-case basis and as assigned by the County Administrator. Long-term goals may include hiring dedicated passive park maintenance staff and/or maintenance contractors. Duties may include janitorial services, trash pickup, parking area and trail cleaning, gate opening and closing (if applicable), and structural maintenance and repairs. Additionally, items of larger maintenance need, or special projects, also fall under the guidance of the Division's Engineering, Public Works, and Stormwater Departments, such as constructing or repairing a road, building stormwater ponds, and oversight of capital improvement projects.

Local Municipalities

Some of the most successful partnerships to maintain County lands have been through local partnerships between the County and a local municipality. Municipalities located in Beaufort County include the Town

of Hilton Head, the Town of Bluffton, the City of Beaufort, the Town of Port Royal, and the Town of Yemassee. These partnerships have tremendous benefit to both the municipality and County and will be pursued where needed and appropriate. Through Memorandum of Understanding (MOU) agreements, the County and a local municipality can agree on the terms of responsibility for maintenance and operations on a case-by-case basis.

Friends Groups/Volunteers

Several Friends groups have formed in recent years with a focus on a particular park. These groups “adopt” a property and collaborate with the County by bringing their aptitudes forward and providing input on the adjacent community’s use needs and assisting the County with operations and maintenance, where feasible. Friends groups are particularly helpful with low-impact, but high maintenance, situations such as trail maintenance, litter pickup, and monitoring/reporting. The County and Friends mutually benefit by having more eyes on the park to ensure proper use as well as having a well-maintained and enjoyable park experience for the public. The County will continue to coordinate with citizens, volunteers, and Friends groups as need and opportunity arises during the on-boarding of individual parks. The County will enter into an MOU with each group, which will detail duties and responsibilities, as needed.

Public-Private Partnerships

A resolution was adopted in 2012 outlining Beaufort County’s policy in regards to public-private ventures for use on RCLPP properties which allows for the use of private enterprise to fully utilize parkland. This resolution set the stage for alternative partnership opportunities that restricts uses on sensitive lands and brings awareness to the unique resources of the County. Public-private partnerships also benefit the County through operations and maintenance opportunities as well as revenue generation. Revenue may be generated through rent/lease agreements, ecotourism services, and other possibilities. The County will continue to pursue these partnerships, and establish formal agreements that detail duties and responsibilities of each party, where feasible and so long as the partnership is compatible with the RCLPP mission.

Monitoring and Security

At a minimum, RCLPP properties require proper monitoring and security measures to ensure properties are not a liability and there is no damage to the conservation values. Monitoring and security measures will be in the form of the following:

Passive Park Ordinance: The first step to ensure proper security and enforcement of unwanted and unlawful activities on RCLPP properties is the adoption of a Passive Parks Ordinance, which will detail hours of operation, allowable and unallowable activities, and more. This ordinance will be drafted by the Passive Parks Manager, with stakeholder review/input, and presented to County Council for codification.

Gates and Keys: The most basic security measure is fencing and/or gating property to control access. Regulating access allows the County a measure of control over inappropriate uses of property. Properties may have gates that restrict vehicular access but not necessarily pedestrian or equestrian access. Proper gating brings the need for a controlled and organized system of keying. The Passive Parks Manager will maintain a master key lockbox for all gates and facilities on RCLPP properties. Any requests for events or use that would require the use of a key will be provided in writing to the Manager for approval and scheduling.

Boundary Posting and Signage: Posting the boundaries and clearly identifying property as belonging to Beaufort County and part of the RCLPP is imperative. There are existing signs on some properties, but many of those signs are large and difficult to maintain. RCLPP property boundaries may be fenced or painted, depending on the nature of the property, and small boundary signs will be placed every 150 feet with painted trees or posts every 50 feet. Standard entrance signs will be installed at the designated public access points to ensure clear and proper ingress and egress for the public. Emergency access locations may be located on a case-by-case basis dependent upon 911 service needs. All signage will comply with County ordinances and RCLPP Marketing and Branding standards, as well as City or Town ordinances if applicable.

Inspections and Enforcement: Proper management requires regular inspection. Dumping, poaching, and trespassing harm conservation values and prevents safe public use. Currently, the Beaufort County Sheriff's office Environmental Crimes Unit inspects RCLPP properties and investigates environmental crimes on a routine basis. In the future, the Passive Park Manager would like to have at least 2 dedicated staff to assist in daily park inspections, trash pickup, basic maintenance, and reporting for all RCLPP properties. However, the Community Development Department will continue to closely coordinate with the Sheriff's office to ensure timely enforcement of rules and regulations, should problems occur. County staff will also coordinate with the state Department of Natural Resources on various properties where hunting or special resources are of State interest. Additionally, conservation easements require annual monitoring. The majority of conservation easements are currently held by BCOLT, which does annual inspections and monitoring on those properties. Some conservation easements are held by the County and staff will continue to inspect and monitor those properties, as listed in the Conservation Easement section of this report.

Record Keeping: When a RCLPP property is purchased, the contracted Land Trust maintains files for the property through the time of closing; and the Attorney-at-Large keeps copies of all the closing documents.

After a property closes, the Beaufort County Community Development Department maintains a master document of the property details and provides an update to the County GIS Department to ensure accurate representation on the RCLPP GIS layer. Additionally, the property will be evaluated by County staff for natural resource and public use components and this report will be a supporting implementation tool of the Natural Resources Element of the County Comprehensive Plan, which will be reviewed and updated on a 5-year basis. Each property will also have its own Management Plan, which will be drafted after the stakeholder vetted conceptual planning phase and approved by County Council. The individual management plans may include items such as natural and cultural resource inventories; current property description; any known legal restrictions; land management goals, objectives, and schedule; maintenance and monitoring needs; a business plan (if appropriate); and identification of any resource threats and potential solutions.

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Branding and Marketing

Marketing and branding of the RCLPP is a key part of the overall recognition of these properties. Recognizable branding with a compelling vision, and marketing of that vision, will be a concept that needs to be fully developed.

The RCLPP has done a notable job of branding and using recognizable themes. This includes common phrases like “Protecting Working Farms”, “Keeping Jets in the Air”, and “Maintaining Clean Water”. These are relatable catch phrases and the public understands the message. Specific branding will be developed for the RCLPP properties as a whole, including standards in signage and building design, as well as the language used to discuss the Program.

Marketing promotes visibility and ultimately usability, thereby integrating economics into the Program. Land management and park development is an important part of increasing real estate values, promoting tourism, creating a healthier community, attracting businesses and creating a better labor pool, promoting and growing the aquaculture industry, and other types of economic development. It also is a critical way to address some of the needs of the community and leverage the monetary contribution of the taxpayers through the referendums beyond natural resource conservation.

The development of a branding and marketing strategy may be completed by County staff or through the contracting of a media firm. However, any strategy will maintain flexibility for compliance with County and local municipality ordinances, rules, and regulations. Additionally, a branding and marketing strategy will also incorporate standards on how co-owner, partner, and other contributing third-party logos may or may not be used on County property. For instance, parties that hold title to a piece of land may have their logos displayed on entrance signs and access points, however, in-kind partnerships may have their logos displayed in areas and on items that were contributed to the park or facility.

Management and Public Use

Public Opinion Survey

To obtain community input on the potential uses of RCLPP properties, in 2016 the Community Development Department contracted Clemson University's Department of Parks, Recreation, and Tourism Management and Strom Thurmond Institute to conduct a community survey of Beaufort County residents, non-resident property owners, and workers, regarding their views. Of the survey participants, 96.14% were residents, 3.40% were non-resident property owners, and 0.46% were non-resident workers.

Some of the most significant results were:

- 97% identified a positive impact on their overall quality of life from conserved lands, confirming the public's commitment to the preservation of important natural and conservation areas.
- 86% believe conservation lands should be more publically accessible and 93% believe continued protection of those lands is important if they are made accessible.
- 65% believe that conservation lands contribute a great deal to the County's economic prosperity.
- Top passive use activities include nature-based activities, with a focus on enjoying view sheds, wildlife, and hiking. Activities such as fishing, running, kayaking, and biking were also preferred.
- Over 83% of respondents are willing to travel over 3 miles to visit a passive park and over 57% would travel 6 miles or more to visit one of the County's passive parks.
- The survey showed the desire to emphasize the basic needs of users, including access to bathroom facilities, hiking trails, and trash cans.
- Over 50% of respondents said they would pay between \$1 and \$4 in user fees per passive park visit.

This survey provided key information about relationships between the community and preferred activities and amenities on the RCLPP lands. The survey also indicated a strong directive to uphold the natural and/or cultural values of conservation lands, while still leaving ample opportunity for complimentary activities that do not diminish the property's conservation values or the mission and purpose of the Program. This opinion survey is an important tool for outreach and engagement with County residents. Ongoing citizen engagement, education, and transparency as projects come on-line will be implemented through the planning, design, and construction phases of each passive park.

Development and Permitting

As RCLPP properties come on-line for providing public access opportunities, the County must work through the development and permitting process. Development, for the purposes of the passive park properties, is defined as any public access and use improvements which may include, but are not limited to, pedestrian or equestrian earthen trails, paved trails, boardwalks, pervious parking, paved parking, signage, gates, fencing, kiosks, kayak launches, piers, docks, playgrounds, restrooms, wildlife viewing blinds, observation decks, interpretive centers, event buildings, and other associated infrastructure to support such.

Once an initial vision has been formed, the first step in the development phase is to create a Conceptual Master Plan. This plan will bring the vision to life and will be able to be shared with stakeholders and partners for feedback and input. When a concept is finalized, the next step is to draft the detailed Architectural and Engineering Plans, which will be used throughout the permitting process. Due to the

expertise and time required to create these plans and work through the permitting process, but dependent upon funding and the type of improvements needed, a lead engineering firm may be hired to be the point contact for coordination with the Passive Parks Manager.

If an RCLPP property is solely within unincorporated County limits, the permitting and construction contracting steps that will need to be followed include:

- 1) Submit a conceptual plan application (and stormwater application if needed) to the Staff Review Team (SRT) for approval.
- 2) If a variance is needed, then submit a Zoning Board of Appeals application for approval.
- 3) Submit a Design Review Board application, if required, for approval.
- 4) Submit the final plan application (including stormwater, if needed) to SRT for approval.
- 5) Submit the building permit application to Building and Codes for approval.
- 6) Coordinate with the Purchasing Department on creating and advertising a Request for Proposals.
- 7) Review and select a successful bidder.
- 8) Submit the successful bidder to the Natural Resources Committee for approval and recommendation to the County Council for approval.
- 9) Coordinate with the Purchasing Department on the contracting phase and enter into a contract with the successful bidder.
- 10) Once a contract is signed, enter into the construction phase with the successful bidder.

If county owned property is located within a local municipality's jurisdiction, then the first five steps are done through the local municipality's permitting process instead of the County's. However, the County will apply either the County's or the local municipality's stormwater standards, whichever is the higher standard, to all projects.

RCLPP Property Classifications

Each RCLPP property the County owns has unique ecological, historical, and/or cultural values important to the County. By 2016, the Program protected more than 23,500 acres, with more than 11,000 acres protected through fee-simple purchase, and 12,400 acres protected via conservation easements. A resource inventory to gather information about the properties was also completed and provided a starting point for management decisions and opportunities for public use. The RCLPP properties were inspected on the ground and then evaluated using GIS data layers, existing baseline documentation, and surveys to better assess location, physical characteristics, existing restrictions, security issues, resources, and possible opportunities.

The RCLPP properties are highly variable in size and character and include vistas, islands, maritime forests, planted/naturally regenerated pine, freshwater wetlands, river buffers, agricultural fields, and hardwood forests. Most fee-simple properties are solely owned by the County, but several are jointly owned with another entity, such as a local municipality, BCOLT, the South Carolina Department of Natural Resources (DNR), or with a restrictive easement overlay with the Department of the Navy-Marine Corps Air Station. Joint ownership is an asset to the County, often bringing resources to bear to manage and maintain the property. In some cases, the partnership agreement or MOU dictates how and when the property can be utilized.

One of the first steps to any land management program is having a firm understanding of the property owned, its assets, and resource definitions. In 2011, County staff and the RCLP Board produced a land

classification system for this purpose. The classification system listed below is a snapshot of the fee-simple RCLPP properties, categorizing property into four types. This system is not intended to be a recommendation for a specific property use or intensity of use, but rather provides an initial indicator of what the property could accommodate as far as use.

Table 1. RCLPP Fee-Simple Property Classifications

Classification	Association	Intended Use	Extent of Development
<i>Passive Park</i> (E.g.: Crystal Lake)	Passive outdoor recreation, parkland	Conserve the natural resources while providing passive outdoor experiences. Conservation values shape the type and intensity of use.	Properties can accept a moderate level of park development for public use. These may not all be developed into parks, but the opportunity exists if conservation values are protected.
<i>Recreational/ Special Use</i> (E.g.: Green Shell Park)	Active park	Opportunities for more frequent and varied use including daily public access to the water, group use, bike trails, agriculture, forestry, etc.	Property can withstand frequent use and more intense forms of infrastructure including boat docks and buildings.
<i>Special Resource Site</i> (E.g.: Altamaha)	Archaeological sites, rare habitats or species, forestry/agriculture	Resources of high significance. Low tolerance for development. Visitor traffic on these properties limited or available to be managed for a specific natural resource.	Natural and/or cultural resources are the primary focus of management activities with a high level of sustainability and sensitivity to the fragile environments.
<i>Open Space</i> (E.g.: The Green)	Green space, vista, islands, buffers, forestry agriculture	Protect scenic character. Most too small for infrastructure or not properly located to be developed into a park.	Low intensity or no management required on these sites. Many of these properties have limited or no access.

Additionally, the Beaufort County Community Development Code defines the following:

- **Passive Recreation:** Recreation requiring little or no physical exertion focusing on the enjoyment of one's natural surroundings. In determining appropriate recreational uses of passive parks, the promotion and development of resource-based activities such as fishing, camping, hunting, boating, gardening, bicycling, nature studies, horse-back riding, visiting historic sites, hiking, etc., shall be the predominate measure for passive park utilization.

- Regional Park: An open space of at least 75 acres available for structured and unstructured recreation.
- Pocket Park: A small open space available for informal activities in close proximity to neighborhood residences.

RCLPP Properties

The following property narratives will generally describe each fee-simple RCLPP property, its classification and code type, its natural and/or cultural significance, any known deed restrictions, land management needs, public use potential, and potential revenue generating activities. The properties are listed in alphabetical order, however a priorities table, as well as relative location maps, can be found at the end of this report.

Adams

Acreage: 57.17

Classifications: Special Resource Site, Passive Recreation

Status: Closed to the Public

The Adams property is upland forest with planted pines and is adjacent to several other protected conservation easement properties. Two wetland drains traverse the property. The planted pines are substantial in size and are currently harvestable. Access to the property is along an unimproved dirt road and there is no existing infrastructure on the property. Additionally, Beaufort County granted a restrictive easement to the Department of Defense on this property. These conditions make it an ideal property for managing timber to retain the ecological health of the property while also generating revenue for the Program to assist improvements on other RCLPP properties.

Land management activities will focus on long-term forestry operations. A silviculture plan will be created and implemented for the long-term management of the Adams property, which will be a consistent source of revenue to the County for maintenance of RCLPP properties.

Altamaha Town Heritage Preserve

Acreage: 100.07

Classifications: Special Resource Site, Passive Recreation

Status: Open to the Public

Altamaha is a site of significant archeological and historical Native American artifacts dating back to the early 16th Century. Listed on the National Register of Historic Places, this site was the home of the Yemassee tribe chief and contains two burial mounds and other artifacts, as well as a Civil War gravesite.

The property can be accessed from Old Bailey's Road and the current improvements include an interpretive sign, picnic tables, and a small dirt parking lot. A single road, open only to hikers on foot, traverses the property emerging from an oak hickory forest to a scenic vista overlooking the Okatie and Colleton Rivers. Along with Fort Fremont, this is probably the best representation of historic preservation by the Program and could be the highlight of a Native American Heritage Trail in Beaufort County.

Altamaha is jointly owned by the County and DNR. A document associated with the deed restricts the activities and uses of the property and a management plan has been completed by DNR. Due to the

importance of the artifacts, public access to the property will be restricted to passive use only and land management activities will be restricted to those that cause no soil disturbance, but may include prescribed burning, invasive exotic plant control, and mechanical and/or hand control of vegetation. Improvements to the existing boundary fence and parking area, an earthen trail, and picnic tables at the vista point are possibilities. Revenue generation is not anticipated at this site.

Amber Karr

Acreage: 12.55

Classifications: Open Space, Passive Recreation

Status: Closed to the Public

This property was acquired to preserve wildlife habitat and is located off of Broad River Drive in Shell Point. Access to the property is between two driveways, which makes this property unlikely for public access and recreation. There are currently some neighborhood owners with fence encroachments onto the County owned property. Due to the size, location, and nature of the property, land management activities will be minimal and limited to invasive exotic plant control. Immediate management needs include improved County staff access, signage, and enforcement of illegal activities. Revenue generation is not anticipated at this site.

Amgray

Acreage: 20.78

Classifications: Open Space, Passive Recreation

Status: Closed to the Public

This property was donated to Beaufort County and consists of a combination of timbered forest and wetlands, with an elevated rail bed transecting a portion of the property. Access is directly off of Highway 17. The property will need to be evaluated to determine the best land management practices, however there is a possibility for a timber thinning depending on the extent and configuration of wetlands on the site. Prescribed burning and invasive exotic plant control are also possibilities. Due to the size and location of this property, public use will be limited, but could consist of a small parking area, trail head with picnic tables, and pedestrian trail that may be able to connect to the existing rail trail. Revenue generation is not anticipated at this site.

Barrell Landing

Acreage: 49.08

Classifications: Passive Park, Passive Recreation

Status: Closed to the Public

Barrell Landing was purchased as part of a larger effort to prevent the Okatie River from further decline. There currently is no adequate access or parking and water access is limited. The property is primarily comprised of planted pine and wetlands; and a recently constructed stormwater pond is also located on the property.

Some potential public use opportunities for this property may include pedestrian trails and an open-air pavilion with picnic tables. Until such time as a conceptual park plan can be developed, land management will be needed in the form of timber thinning, mechanical/hand vegetation control, prescribed burning,

and invasive exotic plant control. Continued timber management on the property can be conducted to provide consistent revenue to the Program for future maintenance of RCLPP properties.

Bathey-Wilson

Acreage: 63.46

Classifications: Passive Park, Passive Recreation

Status: Closed to the Public

The Bathey-Wilson property is located on northern Lady's Island and contains mixed pine-hardwood, mostly naturally regenerated, that grades into maritime forest and eventually the marshes of Broomfield Creek. Access is from Eugene Drive, but currently there are no improved roads or trails onto the property. The property is in close proximity to Jack Island where bald eagle nests have been identified. Beaufort County granted a restrictive easement to the Department of Defense, but it does allow for management and some public access.

Due to the size, location, and accessibility of this property, there are a variety of public uses that could be provided, including a kayak launch near the road/bridge connection, equestrian and pedestrian trails, and an open-air pavilion with picnic tables. Until such time as a conceptual park plan can be developed, land management will be needed in the form of timber thinning and mechanical/hand vegetation control, so long as those activities coincide with the terms of the restrictive easement. Long-term timber management is a revenue generation possibility at this site.

Baxter

Acreage: 25.29

Classifications: Passive Park, Passive Recreation

Status: Closed to the Public

The Baxter parcel, located along John Baxter Lane off of Okatie Highway, was purchased as part of the larger effort to prevent the Okatie River from further decline. There is currently no adequate access or parking to this parcel. It is comprised of mostly wetlands with some mix pine/hardwoods, with salt marsh and creek breaking up the uplands and wetlands along the linear parcel.

Due to the inaccessibility and nature of this property, land management is limited to hand control of vegetation and invasive exotic plant control. The public use possibilities of this parcel are limited, however there may be potential for future land acquisitions of adjacent properties which could increase access and passive public use. Revenue generation is not anticipated at this site.

Beach City Road

Acreage: 7.29

Classifications: Recreational/Special Use, Passive Recreation

Status: Initial Planning

The Beach City Road parcels were purchased jointly by the County and the Town of Hilton Head to provide a buffer for and protect the Town park. The combined property is located within the historic footprint of Mitchelville, the first Freedman village in the post-Civil War South. Adjacent to this property is the Mitchelville Freedom Park, which is solely owned and maintained by the Town of Hilton Head.

In 2018, the Mitchelville Preservation Project, a non-profit organization dedicated to the preservation and education of the freedmen of Mitchelville, approached the County to partner with them and the Town of Hilton Head to complete a Master Plan for the park and adjacent County co-owned property. The County Council approved funding for the Master Plan, which would include, but not be limited to, the recreation of cabins, interpretive signage, and nature trails.

Beaufort County, the Town of Hilton Head, and the Mitchelville Preservation Project are currently collaborating on the timeline and deliverables for the Master Plan. Any land management activities, property maintenance needs, public use, and revenue opportunities will be discussed and included in the Master Plan. Eventually, an MOU between all parties will be executed that will outline specific duties and responsibilities as park improvements continue to be developed and implemented.

Bluffton Park

Acreage: 9.65

Classifications: Open Space, Passive Recreation

Status: Closed to the Public

Bluffton Park is co-owned by the County and the Town of Bluffton. The property is almost entirely composed of wetlands and was purchased to address drainage issues that would have been created through development. The Town of Bluffton inspects the property and maintains the drainage flowing through the property to the north.

The property is adjacent to Red Cedar Elementary School and the Town has expressed a strong desire for boardwalks through the property. However, due to the extensive wetlands and expense of boardwalk construction, no plans have yet to be conceived. Further discussions about public access and use for this property are needed. Due to the size and nature of this property, land management activities are not needed or will be limited to invasive exotic plant control and hand vegetation control as necessary. Revenue generation is not anticipated at this site.

Boundary Street

Acreage: 1.70

Classifications: Open Space, Pocket Park

Status: Closed to the Public

Three parcels contribute to the Boundary Street property, located along the south side of Boundary Street in the City of Beaufort. These parcels have beautiful scenic views of salt marsh along a narrow corridor, which also connects to a boardwalk and sidewalk system connecting to the Spanish Moss Trail. Although County owned, the County and City are working together on additional acquisitions for the creation of a pocket park. Continued coordination between the County and City is necessary to ensure adequate stakeholder involvement in any future public use and improvements. Due to the size and nature of this property, land management activities are not needed or will be limited to invasive exotic plant control as necessary. Revenue generation is not anticipated at this site.

Brewer Memorial Park

Acreage: 1.00

Classifications: Open Space, Pocket Park
 Status: Open to the Public

Brewer Memorial Park is a small pocket park located at the base of the Woods Memorial Bridge on Lady's Island adjacent to a County-owned boat ramp along Factory Creek. The site offers a beautiful vista and green space in an urban area. Brewer Memorial Park contains a dock maintained by the County, a small parking area, and green space for dog walking, observing the water, and birdwatching.

Brewer Memorial Park is jointly owned by the County and BCOLT, who assumes responsibility for the maintenance of the property, with the exception of the fishing dock. A JOA is in place that defines the roles and responsibilities of each party.

Due to the size and location of this park, as well as the terms and conditions of the JOA, land management activities are not necessary. However, the park does exhibit shoreline erosion that will need to be addressed in the near future to prevent any further loss of land and to protect the adjacent roadway. The County will coordinate with BCOLT and the State Department of Health and Environmental Control's Office of Ocean and Coastal Resource Management to discuss possible erosion abatement options. Revenue generation is not anticipated at this site.

Charlotte Island

Acreage: 34.69

Classifications: Open Space, Passive Recreation
 Status: Closed to the Public

Charlotte Island is located in the middle of the City of Beaufort, near Mink Point Boulevard. It was purchased prior to the first RCLPP referendum. This property is accessible only by boat and is currently used by locals to hunt and camp, even though the County has not opened these up for official public use. The location and uniqueness of this property provides the possibility for an ecotourism opportunity and revenue generator as fish camps, or a similar type of use.

Land management of this property would be minimal and limited to vegetation and invasive exotic plant control. Immediate management needs include improved access for County staff, signage, and enforcement of any illegal activities. Any future public use opportunities will need to be fully vetted through stakeholder engagement and the creation of a conceptual master plan. Revenue generation at this property may be possible depending on the type of public use.

Crystal Lake

Acreage: 24.79

Classifications: Passive Park, Passive Recreation
 Status: Open to the Public/Late Stage Planning

Located on Lady's Island, Crystal Lake provides a natural retreat from its urban surroundings with a forested trail, salt marsh, and scenic view of Crystal Lake. The property includes valuable wildlife habitat, especially bird foraging and roosting habitat in a highly urbanized area. Beaufort County is in partnership with volunteers, many of whom are master gardeners and master naturalists, who will maintain the on-site pollinator garden.

The initial phase of park improvements has been completed with the installation of a parking area, covered walkway, boardwalk, and the "green" renovation of the Butler marine building, which provides office space for local conservation groups, including the Soil and Water Conservation District and BCOLT. As of early 2018, the final phase of park improvements is in the planning stages and upon completion will provide a pollinator garden and a trail around the lake.

Due to the proximity to adjacent neighborhoods and roadways, land management activities will consist mainly of invasive exotic plant removal and mechanical and/or hand vegetation control, as needed. Office space rental agreements provide revenue to the County and will be used for continued maintenance of the park.

Duncan Farms

Acreage: 79.00

Classifications: Recreational/Special Use, Regional Park

Status: Closed to the Public

This property in northern Beaufort County has an agricultural history and is in an area of the County with abundant rural land, much of which is privately owned and is increasingly under the threat of sprawl. The property is mostly large open, fallow fields with a treed perimeter and low ditches traversing the grounds. Native ground cover is beginning to regrow.

Land management on this property is minimal and includes mowing and/or prescribed burning to maintain the open fields, at this time. There is a possibility for natural resource restoration efforts on the property, depending on the future use and access decisions, but those efforts would be at a great expense to the County and would provide little or no revenue.

Throughout the country, the local food movement has been increasing and Beaufort County has many active farms. Duncan Farms presents an opportunity to create an agricultural node in Beaufort County due to its long agricultural history. Development of this property into working farmland could be an excellent partnership with the USDA, NRCS, Clemson Extension, and local colleges; and provide a revenue generation that could be used elsewhere in the Program. In the recent past, Nemours Wildlife Foundation offered to be a partner in this effort and to form a local task force to explore opportunities. They have a keen interest in teaching local school children about the outdoors, forestry, and farming. The working farmland potential will be considered further with potential partners to maintain the open space of this property. Additionally, in spring 2018, the Dafuskie Marsh Tacky Society contacted the county to engage in a public/private partnership for increasing their capacity as a non-profit organization by utilizing a portion of the property. Any public/private partnership will be vetted through the County purchasing process.

Ford Shell Ring

Acreage: 6.89

Classifications: Special Resource Site, Pocket Park

Status: Closed to the Public

The Ford Shell Ring property is jointly owned by Beaufort County and the Town of Hilton Head. There is currently no parking and limited access to the property off of Squire Pope Road. The property consists of mostly upland forests with some frontage on Skull Creek. A shell midden occurs on the property and therefore makes this a unique and sensitive site for land management and public use.

Land management would be minimal at this site and would focus on hand control of invasive exotic vegetation as needed. The immediate need is for improved access for County staff, boundary posting, and signage. There is a possibility for cultural interpretation of the shell midden and a pedestrian trail through the property to a platform overlooking the creek, however any future public access plan would need to be vetted through the State archaeological process to ensure proper preservation of potential artifacts. Additionally, the Hilton Head Archaeological Society is interested in providing assistance and guidance in future public access planning. Revenue generation is not anticipated at this site.

Fort Fremont

Acreage: 16.98

Classifications: Special Resource Site, Passive Recreation

Status: Open to the Public/Late Stage Planning

Located on Penn Center Road on the southwestern end of St. Helena Island, Fort Fremont is perhaps the best example of use for historic tourism. In a 2013 tourism study conducted by Regional Transactions Concepts LLC that estimated the impact of tourism spending in Beaufort County, it was determined there were 174,535 visitors to Beaufort, Port Royal, and St. Helena, which does not include visits to Hunting Island. Therefore, there is an incredible opportunity for Fort Fremont to attract visitors.

The Fort was built in 1898 to defend the Port Royal Sound, during the outbreak of the Spanish-American War. The property was acquired by the Program with plans to restore the overgrown and rapidly deteriorating property. The County works in partnership with the Friends of Fort Fremont (FFF) to maintain the site, and together, have developed plans for the park that include a historic interpretive center and pavilion. The FFF currently lead historic tours at the park and have built a diorama of the Fort as it looked in the early 1900's, which is currently located at the St. Helena Branch County Library. To facilitate the historic tours and visiting public, the FFF will be housed at the interpretive center upon its completion, and an MOU detailing duties and responsibilities will be executed. Additional improvements to complete the park renovations include an improved entrance, parking and fencing, shoreline stabilization, and safety/security measures on the fort structure.

Due to the historic nature of the site, land management activities will consist mainly of invasive exotic plant removal and hand-control of vegetation, as needed. There is a possibility of generating revenue through a voluntary donation box within the interpretive center, user fees for large tour groups, or a general recreational user fee. These opportunities require continued discussion and coordination between the County and the FFF.

The Green

Acreage: 1.06

Classifications: Open Space, Pocket Park

Status: Open to the Public

A portion of this property was originally conserved in 2007 as open space and restricted from any improvements. In 2010, the property was jointly purchased by the County and BCOLT and a Tenancy in Common Agreement was executed, which outlines responsibilities and permitted uses. Additionally, the City of Beaufort helps to maintain the property.

Currently, the property is an open lawn with a mature oak canopy along the edges and is bordered on all four sides by residential roads and homes. Observed uses include canine activities, picnicking, Frisbee tossing, and other low-impact yard activities. There are a few benches scattered on the property. Other possible improvements that could be done and yet still retain the open space nature of the park include a couple of trash cans, dog waste stations, and picnic tables.

Due to the size and nature of the property, no land management activities are needed. Revenue generation through events coordinated by BCOLT is addressed in the Tenancy in Common Agreement and funds generated are used for the continued maintenance of the property.

Greens Shell Park

Acreage: 3.30

Classifications: Recreational/Special Use, Pocket Park

Status: Open to the Public

Located on Squire Pope Road, this property was jointly purchased by the Town of Hilton Head Island and Beaufort County. Amenities currently on the property include an observation deck, playground, picnic pavilion with grills, restrooms, and small basketball court. It is one of the more intensely developed sites in the RCLPP inventory and was purchased with funds prior to the first referendum. The park is currently maintained by the Town of Hilton Head.

Due to the size and nature of this park, no land management activities are necessary. Revenue generation is not anticipated at this site.

Ihly

Acreage: 63.07

Classifications: Passive Park, Passive Recreation

Status: Closed to the Public

The Ihly property is located in northern Beaufort County on deep water with 700 feet of frontage on McCalley's Creek. Maritime forest and salt marsh comprise the northern property boundary. The property also contains approximately 30 acres of open fields and a pecan grove centrally located within the interior of the tract. There are 8-acres of wetlands with two isolated freshwater wetland ponds. Forest types include both mesic and upland mixed hardwood-pine. Beaufort County granted a restrictive easement to the Department of Defense, but it does allow for management and some public access.

Land management and public use activities will need to be fully vetted through a stakeholder process to ensure appropriateness as it pertains to the restrictive easement. Possibilities to consider include mechanical and hand vegetation control, shoreline stabilization, boat/kayak dock, primitive camping, and pedestrian trails.

Jenkins Creek/Jenkins Islands

Acreage: 1.78 / 24.24

Classifications: Recreational/Special Use, Pocket Park / Special Resource Site, Passive Recreation

Status: Closed to the Public / Closed to the Public

Located on St. Helena Island, the Jenkins Creek property is adjacent to a widely used boat ramp, Eddings Point Boat Landing, along the Morgan River and Jenkins Creek. The property is a small linear strip of scrubby/sandy land under large pines and cedar trees. It is currently used by boaters as an overflow parking area, although it has not yet been improved for that purpose, nor is it officially open to the public. Due to the size and nature of the property, no land management activities are needed beyond mowing to maintain the open understory. Public use opportunities are very limited given the size and shape of the property. Overflow parking on this property would not be ideal, however a single modular restroom, a few picnic tables and grill, and signage would be well suited and likely highly used by the boat ramp visitors. Revenue generation is not anticipated at this site.

The Jenkins Islands consist of three islands (Palm, Murdaugh, and Legare) located directly across the road from the Jenkins Creek property and the Eddings Point Boat Landing. These islands remain as a natural undeveloped landscape and are inaccessible at this time. Land management of the larger island could include prescribed burning, invasive exotic plant control, and hand vegetation control as needed. There is potential to provide public access to the larger island by connecting it via a boardwalk/pedestrian crossing to the Jenkins Creek property and Eddings Point Boat Landing and providing a pedestrian loop trail around the island. The smaller islands are too far from the road to feasibly construct a boardwalk through the high marsh and will remain as naturally occurring green space. Revenue generation is not anticipated on these islands.

Keyserling/Fort Frederick

Acreage: 2.58

Classifications: Special Resource Site, Passive Recreation

Status: Closed to the Public

The Beaufort County owned parcels about the DNR Heritage Preserve parcels at Fort Frederick on the Beaufort River in the Town of Port Royal. The Fort property is owned and managed by the DNR. The Fort is of historical importance and believed to be the oldest tabby structure in South Carolina and DNR arranges tours of the property upon request. The Program purchased land adjacent to Fort Frederick to help provide access to the heritage preserve.

Due to the size and historical significance of the County owned parcels, no land management activities are needed. Immediate management needs are to coordinate with DNR on public access and park development, as well as develop an MOU between DNR, the County, and the Town of Port Royal for maintenance needs. Revenue generation is not anticipated at this site.

Lucky

Acreage: 70.41

Classifications: Recreational/Special Use, Passive Recreation

Status: Closed to the Public

The Lucky property is adjacent to the Ihly property and contains open fields and grand live oak trees. A 1.5 acre pond is also found in the interior. Some of the property is comprised of mesic forest associated with a wetland drain. Several stands of loblolly pine exist, which have been planted or naturally regenerated.

A significant management concern is the tenant living on the property. There has been a history of dumping and trash piled up around the house that created a nuisance. The tenant is paying rent to the County and should be adhering to specific maintenance guidelines as outlined in the lease agreement. County staff will continue to collaborate with the Sherriff's Office on enforcement of the lease terms.

Beaufort County granted a restrictive easement to the Department of Defense on this property, but the easement allows for a passive park with some limitations. Land management and public use activities will need to be fully vetted through a stakeholder process to ensure appropriateness as it pertains to the restrictive easement and limitations of the property due to the on-site tenant. Possibilities to consider include mechanical and hand vegetation control, pedestrian trails and boardwalks, connectivity to the Ihly property, and U-Pick berry fields, which could generate some revenue for the continued maintenance of the property.

Manigault Neck Corridor

Acreage: 347.44

Classifications: Passive Park, Passive Recreation/Regional Park

Status: Closed to the Public

This assemblage of properties includes the Manigault Neck, Chechessee, Cool Heart Springs, and Jeter acquisitions located along Callawassie Drive and Chechessee Creek. All of the RCLPP properties from Widgeon Point to Okatie Regional Preserve form a significant rural greenbelt between northern and southern Beaufort County, creating connectivity and wildlife habitat corridors as well as enabling the big picture approach to ecotourism. The Manigault Neck Corridor is a forested assemblage of properties that offers numerous land management and recreational possibilities. There is also a small church located on the property, which is paying rent to the County.

Due to the size, location, and accessibility of these properties, there are a variety of public uses that could be provided, including trails, open-air pavilion with picnic tables, boardwalks and overlooks along the marsh front, and water access to Chechessee Creek. Until such time as a conceptual park plan can be developed, land management will be needed in the form of timber thinning, mechanical/hand vegetation control, invasive exotic plant control, and prescribed burning. Long-term timber management is a revenue generation possibility at this site.

McDowell Hummocks

Acreage: 3.96

Classifications: Open Space, Passive Recreation

Status: Closed to the Public

These very small hummocks are located off of Sea Island Parkway and Harbor Island Bridge. They are difficult to access, but are occasionally used as a fish camp, even though the County has not opened them for official public use. Due to the remoteness of these small islands, land management will be minimal and limited to invasive exotic plant control, as needed. At this time, public access and use will be minimal as well. In the future, these hummocks may be able to be incorporated into a future private-public ecotourism partnership opportunity. Immediate management needs include improved County staff access, signage, and enforcement of any illegal activities.

McLeod

Acreage: 98.12

Classifications: Passive Park, Passive Recreation

Status: Closed to the Public

The McLeod property in northern Beaufort County contains maritime forests and salt marsh associated with the Whale Branch River. Although the property is currently unmanaged, views of the waterfront are picturesque. There is also a large open pasture in the middle of the property and two underground natural gas pipelines running through portions of the property. A portion of the property also connects to the Spanish Moss Trail, which begins in the Town of Port Royal and parallels Highway 21 through the northern part of Beaufort County. Access is currently through a gate along Detour Road, which is controlled by Santee Cooper. Additionally, Beaufort County granted a restrictive easement to the Department of Defense on this property, but the easement allows for a passive park with some limitations.

Land management and public use activities will need to be fully vetted through a stakeholder process to ensure appropriateness as it pertains to the restrictive easement. Possibilities to consider include mechanical and hand vegetation control, prescribed burning, a parking area, restroom facilities, pedestrian trails and boardwalks, picnic pavilions, grills, scenic vista overlooks, and a kayak launch.

Mitchelville Beach

Acreage: 20.00

Classifications: Special Resource Site, Passive Recreation

Status: Closed to the Public

The Mitchelville Beach property is co-owned by the County and Town of Hilton Head. It consists of undeveloped beach front and unique habitat types ascending from the beach to the maritime forest uplands. It is also a refuge for wildlife species that have limited space in this highly urban environment. The property is subject to dumping and has had trash and litter scattered throughout. There is a small ungated pull-off along the road frontage and a bike path occurs throughout the adjacent neighborhood.

Land management of this property is minimal and would consist of hand control of invasive exotic plants. The immediate management need is security, signage, and monitoring to curb continued dumping and vehicular traffic. The adjacent bike path and nearby Fish Haul Beach and Mitchelville Freedom parks make this a unique opportunity to connect the parks through pedestrian/bicycle paths and increase visitor usage, which would allow more “eyes” on the property for reporting issues. Other improvements that could be done include boundary fencing and posting, a small parking area with trailhead and bike racks, providing

beach access via a trail and boardwalk, and a small loop trail through the section of property opposite the beach front. Due to the size and nature of the property, revenue generation is not anticipated at this site.

Mobley/4P Hummock

Acreage: 99.75

Classifications: Passive Park/Open Space, Passive Recreation

Status: Closed to the Public

These properties consist of one large tract and several nearby hummocks. These lands are located along Hwy 170 on the south of the Chechessee River Bridge adjacent to a boat ramp and other conservation lands. The Mobley property is co-owned by the County and the Port Royal Sound Foundation (PRSF), who helps maintain the property and conducts environmental education programs as per a JOA. The PRSF also owns a 10-acre parcel within the Mobley property, which will be developed into an environmental education center. Various natural features include mixed pine uplands, freshwater wetlands, salt flats and marsh, and maritime forest. Land management activities could consist of longleaf pine restoration, prescribed burning, mechanical and/or hand vegetation control, and invasive exotic plant control. There are also a few small wooden structures built as Eagle Scout projects in coordination with the PRSF that allow the PRSF to implement their educational programs. Those structures include an outdoor classroom with a podium and seating, benches, and bird houses.

The PRSF has begun the master planning process, which the County is an active participant. Dumping and litter have been an ongoing problem on the Mobley property and will need to be addressed during the planning process. Although public access will be limited on the smaller hummocks, which will remain as open space, there is great potential for public environmental interpretation on the Mobley property. Park improvements may include pedestrian trails/boardwalks, picnic tables, benches, and wetland overlooks or wildlife viewing platforms. Revenue generation is not anticipated at this site.

New Riverside Regional Park

Acreage: 846.48

Classifications: Passive Park, Regional Park

Status: Initial Discussions

In 2017, the County initiated the conceptual master planning process to envision how to incorporate the County-owned New River and Garvey Hall properties with other adjacent conservation and public use lands. The County Community Development Department has engaged in preliminary conversations about the park and the neighboring Palmetto Bluff residents have offered to play an active role in park development.

Most of the New River property is wet and consists of impounded rice fields and scattered hummock islands, making terrestrial access difficult. The Garvey Hall property is close to the New River property and, although not directly connected, the properties are close enough that they will be planned together as one Regional Park and explore options for connectivity through additional acquisitions or access/trail easements. Garvey Hall is an easily accessible property and could be the better location for public access to both properties. Land management activities will be evaluated during the Master Plan process.

The properties offer a variety of prospective uses including an interpretive/visitor's center, trails, kayaking, rental cabins, and camping. A comparable property that could be used as a reference is the CawCaw Interpretive Center in Ravenel, which is owned and operated by Charleston County PRC. The potential for revenue generation through an ecotourism-based recreational opportunity is great for these properties.

North Williman Island/Buzzard Island

Acreage: 5,000.00/120.00

Classifications: Open Space, Passive Recreation

Status: Closed to the Public

North Williman Island and Buzzard Island, located in Bull River, were some of the first properties purchased shortly after the passing of the first RCLPP referendum. Beaufort County is a ¼ co-owner with DNR on both of these properties. The sheer size of North Williman Island presents a wonderful opportunity to manage this property as a Wildlife Management Area. The Passive Parks Manager will coordinate with DNR staff to determine the process of providing this type of opportunity to the public.

Land management on these properties will be determined in collaboration with DNR and be compatible with current activities being conducted in the ACE Basin National Estuarine Research Reserve. Additionally, other public use and access to these properties will be vetted through a stakeholder engagement process and a Management Plan will be created. Close coordination with DNR will be necessary to ensure appropriate land management and resource sharing opportunities, and an MOU will be developed between the County and DNR to outline duties, responsibilities, and any revenue generation allocations towards the continued maintenance and operations of the properties.

Okatie Marsh/Olsen

Acreage: 197.80

Classifications: Passive Park, Passive Recreation

Status: Closed to the Public

Okatie Marsh borders the Okatie River, contributing to the County's decade long efforts to protect the Okatie River from further degradation. The property is the northernmost tract of a series of three tracts that were designated to become Planned Unit Developments (PUD). The Program purchased this tract and its anticipated development on the property was stopped. A new animal control facility is being constructed between the acquired property and Highway 170. There is a PUD adjacent to the property, which owns a portion of the existing access road and is in initial stages of development. Several structures occur on the property, including a dilapidated house, an aluminum storage unit, a shed, and a modern house. There is also an out-parcel on the Olsen property.

The property includes maritime forest, which grades into planted loblolly pine as the property nears the river. An interesting and unusual feature is an eastern red cedar allée along Pritchard's Point Road and the large live oaks scattered throughout the property. Land management activities that could occur on the property would focus mainly around timber management and restoration, including prescribed burning and invasive exotic control. Restoration would benefit the ecological health of the property, improve aesthetics, reduce wildfire hazards, create an excellent environmental education opportunity, allow more efficient trail construction, and the timber could be a source of future revenue. Grant and cost-sharing opportunities exist for longleaf pine restoration and could be pursued prior to establishing public access.

Although a conceptual development idea for the property was considered upon its acquisition, there are numerous issues that need to be considered and planned for prior to opening the property to the public. Immediate needs include constructing a permanent access road or obtaining an easement on the road owned by the PUD, securing the modern house on the Olsen property, removing the dilapidated structures, and conducting a timber harvest. Following those activities, next steps could include creating public access points, a trail network, picnic areas, and land management activities. Any future public use and access plans will be vetted through stakeholder engagement and the creation of a conceptual master plan. Additionally, there is the potential for long-term revenue generation with proper timber management and the rental of the modern house.

Okatie Regional Preserve

Acreage: 186.62

Classifications: Recreational/Special Use, Regional Park

Status: Late Stage Planning

This property consists of maritime forest, wetlands, salt marsh, and mixed hardwood pine forests. It is located in the Town of Bluffton, off of Highway 278, and has extensive frontage along the Okatie River and encompasses much of the wetland headwaters. Passive recreation potential is great on this property and may include pedestrian and biking trails, boardwalks, overlooks, water access, and connectivity to other RCLP properties.

Two additional properties, Evergreen and New Leaf, are located off of Highway 170 and Davis Road to the southwest of the main Okatie Preserve property. These two properties were acquired jointly with County RCLPP and stormwater funding. Stormwater ponds will be constructed on each of these properties, however the potential to connect a system of trails north to south throughout the entire regional preserve of RCLPP properties is great, and dependent upon additional key acquisitions. County staff continue to coordinate with BCOLT on those acquisitions.

Due to the wetland nature of this property, land management activities will consist mainly of invasive exotic plant removal and mechanical or hand control of vegetation, as needed. There is a possibility of generating revenue through a recreational user fee, depending on the type of recreational activity.

Okatie River Park

Acreage: 18.00

Classifications: Passive Park, Passive Recreation

Status: Initial Discussions

The Okatie River Park property is a linear buffer of open pasture and tree-lined swales along the Okatie River north of Hwy 278. There are also a house, barn, and small pavilion located on the southern end of the property.

In 2018, the adjacent property owner approached the County with a private-public partnership proposal in which the landowner would build and maintain a passive park in exchange for use of a portion of the property towards future development greenspace requirements. In March 2018, the County Council sent the proposal to a subcommittee for further discussions. If the proposal should move forward, an MOU

will be executed between the County and the landowner that would outline duties and responsibilities of each party, land management and property maintenance needs, and public use opportunities, among others. Revenue generation is not anticipated at this site.

Oyster Factory Park

Acreage: 9.06

Classifications: Recreational/Special Use, Pocket Park

Status: Open to the Public

Because of its convenient location in the heart of Bluffton on the May River, Oyster Factory Park is well used by visitors and the local community to access the river and is a site for special events and functions. The park connects the community to Bluffton's historic oystering past and preserves a beautiful bluff providing a buffer from the residential and commercial development occurring in the surrounding community. The Town of Bluffton and Beaufort County have an agreement in place and the Town took over management of the park in 2004.

Existing improvements include a boat ramp, signage, wooden fences, a short nature trail through the wooded area, two designated parking lots, the Garvin House, an open air pavilion, restrooms, an oyster roast area with tables, and benches. BCOLT holds a conservation easement on two of the Oyster Factory Park parcels, which identifies the uses and permitted structures of those parts of the property. Due to the size and nature of this park, no land management activities are necessary. Revenue generation is not anticipated at this site.

Pinckney Colony Park

Acreage: 38.21

Classifications: Open Space, Passive Recreation

Status: Open to the Public

Pinckney Colony Park is at the corner of Pinckney Colony Road and Highway 278. Most of the property is freshwater wetlands and conserved for water quality purposes. The small upland area has a picnic space with tables and trash cans. A storm water pond has also been constructed on the property to accommodate stormwater runoff from Highway 278. The Beaufort County Parks and Leisure Services Department (PALS) is responsible for property maintenance.

Due to the wetland nature of the property, no land management activities are necessary. Additionally, any future trail development on this site would require extensive boardwalks. As of the production of this report, no additional public access on the property is being planned due to the extensive presence of wetlands and sensitivity of the habitat to development. Revenue generation is not anticipated at this site.

Pinckney Point

Acreage: 232.60

Classifications: Recreational/Special Use, Regional Park

Status: Closed to the Public

Two properties are included in this listing due to their proximity and connection to each other, Pinckney Point and the Gwann property, which are located between the Colleton and Okatie Rivers. The combined

property consists of open, fallow fields with some naturally regenerating pine, a semi-connected island, and an open vista overlooking high marsh. A house, barn, and tabby ruins occurs on the bluffs of the main property, however the house has been recently vacant and is in need of repairs and/or renovations. The barn and tabby ruins need to be evaluated for potential historic significance and, if so, secured for posterity.

Land management activities that could occur on the property would focus mainly around forestry and longleaf pine restoration efforts, including prescribed burning and invasive exotic plant control. Restoration would benefit the ecological health of the property, create an excellent environmental education opportunity, and the timber could be a source of future revenue. Grant and cost-sharing opportunities exist for longleaf pine restoration and could be pursued prior to establishing public access.

A conceptual park plan was drafted several years ago and could be revisited as a starting point in the creation of any new development plan. Additionally, the concept of a native species arboretum was brought forward as a way to balance the natural and cultivated landscapes and create a potential tourist destination, which could also be a revenue generating activity. This property lends itself to many public use and revenue generating possibilities, including picnic pavilions, trails, historic/environmental education, silviculture, eco-tourism, and event rentals. Any future public use and access plans will be vetted through stakeholder engagement and the creation of a conceptual master plan.

Shell Point

Acreage: 11.92

Classification: Open Space, Passive Recreation

Status: Closed to the Public

Shell Point was purchased to stop additional residential development in a highly developed area. The property contains both jurisdictional and non-jurisdictional wetlands and preservation prevents the exacerbation of stormwater issues. At this time, this property will remain open space for stormwater retention. Due to the size, location, and nature of the property, land management will be minimal and limited to invasive exotic plant control. Public access and revenue generation are not anticipated at this site.

Station Creek

Acreage: 4.56

Classifications: Recreational/Special Use, Pocket Park

Status: Closed to the Public

Located on St. Helena Island, this property is adjacent to a widely used boat ramp, Buddy and Zoo Boat Landing, along Station Creek. The property has an open field under large mature live oaks, and also has a modern house, which has been used by the County Sheriff's Office as a satellite location. The property is currently used by boaters as an overflow parking area, although it has not yet been improved for that purpose, nor is it officially open to the public.

Due to the size and nature of the property, no land management activities are needed beyond mowing to maintain the open field. Public use opportunities need to be discussed further, but may include improvements such as a modular restroom, pervious parking, picnic tables, grills, and signage. Additionally,

the fate of the existing house needs to be determined by the County. Revenue generation is not anticipated at this site.

Stoney Preserve

Acreage: 8.11

Classifications: Open Space, Pocket Park

Status: Closed to the Public

Stoney Preserve is jointly owned by Beaufort County and the Town of Hilton Head, who maintains the property. This property is located off of Spanish Wells Road just south of the bridge over Jarvis Creek. Spanish Wells Road has a bike lane as well as a parallel walking path, which is also maintained by the Town of Hilton Head. The property has a picturesque view of Jarvis Creek with an open area used occasionally for picnicking and fishing. There is a small trail, an existing driveway entrance, and some dumping/littering occurs on the property.

Land management of this property is minimal and will consist of mechanical and hand vegetation control and invasive exotic plant control. The immediate management need is security, signage, and monitoring to curb continued littering, as well as regular mowing of the open area to maintain the open space and view. The recent hurricanes have left large downed trees, which need to be cleared from the existing trail. Other improvements that could be done include a small open-air pavilion with picnic tables, a grill, and trash cans; a fishing/crabbing platform; a small earthen parking area; and split rail fencing. There may be a need to implement shoreline stabilization, however that will need to be further assessed and would be incorporated into the fishing/crabbing platform plans. Revenue generation is not anticipated at this site.

Widgeon Point Preserve

Acreage: 162.24

Classifications: Recreational/Special Use, Passive Recreation

Status: Late Stage Planning

Located on Lemon Island, Widgeon Point Preserve is ideally located, equidistant from southern and northern Beaufort County. The BCOLT are a 1/8th owner and active partner, and through a Joint Ownership Agreement (JOA) with the County, takes the lead for maintenance and operations of the property.

The property was once a family horse farm. BCOLT worked with volunteers to remove debris and old barbed wire fencing and, with a group of master naturalists, designed and built rudimentary trails and conducted a prescribed fire in 2016. BCOLT works with community groups such as the Port Royal Sound Foundation, Master Naturalists, and The Center for Birds of Prey to conduct bird and nature walks on the property. BCOLT also renovated the existing barn on the property, which can be used for the rental of events and weddings to offset the cost of property maintenance.

The County has a draft conceptual park improvement plan, which includes the construction of a parking area, restrooms, and other amenities. Permits for the conceptual plan have been obtained and final engineered plans will be completed in preparation to begin construction. The County will coordinate with BCOLT to determine if they wish to continue event and property maintenance. If they chose not to, the

County will conduct a Request for Proposals for an event concessionaire to manage events and property maintenance.

There is a possibility for generating revenue from the event rentals and reservations for use on this and other RCLPP properties. An agreement will be executed between the County, BCOLT, and any other private partner (if applicable) that will outline duties and responsibilities as well as the distribution of any funds generated from the property. Land management needs on this property are minimal and include prescribed burning and invasive exotic plant control as needed.

Wright Family Park

Acreage: 1.29

Classifications: Recreational/Special Use, Pocket Park

Status: Late Stage Planning

Located in the Town of Bluffton adjacent to the Calhoun Street Public Dock, this property contains an open understory beneath oaks with frontage on the May River. The Squire Pope Carriage House was built on the property around 1850 and was the village cottage of one of Bluffton's founders, Squire William Pope. The main dwelling was burned in 1863 and the two remaining buildings were joined after the family returned to Bluffton following the Civil War. The Squire Pope Carriage House is one of the most significant historic buildings in the Town of Bluffton's Historic District and on the National Register of Historic Places. The County and Town co-purchased the property in May 2017 to protect the historic building and provide passive public park/open space on the May River.

No land management is needed on this property. The Town of Bluffton has taken the lead on park planning and development and will maintain the site upon completion. Park improvements being considered include a bulkhead on the May River shoreline, walkways, parking, seating areas, restrooms, a catering kitchen, crabbing dock, a large open lawn area, benches and tables, and lighting. Additionally, the cottage will be restored. No revenue generation is anticipated at this site.

Conservation Easements

The RCLPP also protects land through the purchase of development rights via a conservation easement. Conservation easements are proactive tools used to protect rural land, thereby preserving natural resources and reducing incompatible development. The RCLPP goals are compatible with local, state, and federal partners and frequently those partners, including the Marine Corps Air Station, U.S. Department of Agriculture Natural Resource Conservation Service, and local municipalities participated in the purchase of conservation easements.

Many of these properties continue to be active farms or working lands contributing to the local economy and remain privately owned. Most of the conservation easements are held by BCOLT, which annually monitors these easements, however some easements are held by Beaufort County itself.

Annual monitoring is a very important part of an easement program. Landowners receive payment or accept tax benefits in exchange for the easement donation. The organization that holds the easement has a duty to ensure no abuses are occurring, and the landowners should be held to the agreements they have signed. Monitoring should be completed by a trained individual who understands the conservation easement document terms. The IRS guidelines for conservation easement compliance include:

- The organization must have the commitment to protect the conservation purposes of the donation and resources to enforce the restrictions of the conservation easement. Treas. Reg. § 1.170A-14(c)(1).
- Organizations that accept easement contributions and are committed to conservation will generally have an established monitoring program such as annual property inspections to ensure compliance with the conservation easement terms and to protect the easement in perpetuity.
- The organization must also have the resources to enforce the restrictions of the conservation easement. Resources do not necessarily mean cash. Resources may be in the form of volunteer services such as lawyers who provide legal services or people who inspect and prepare monitoring reports.

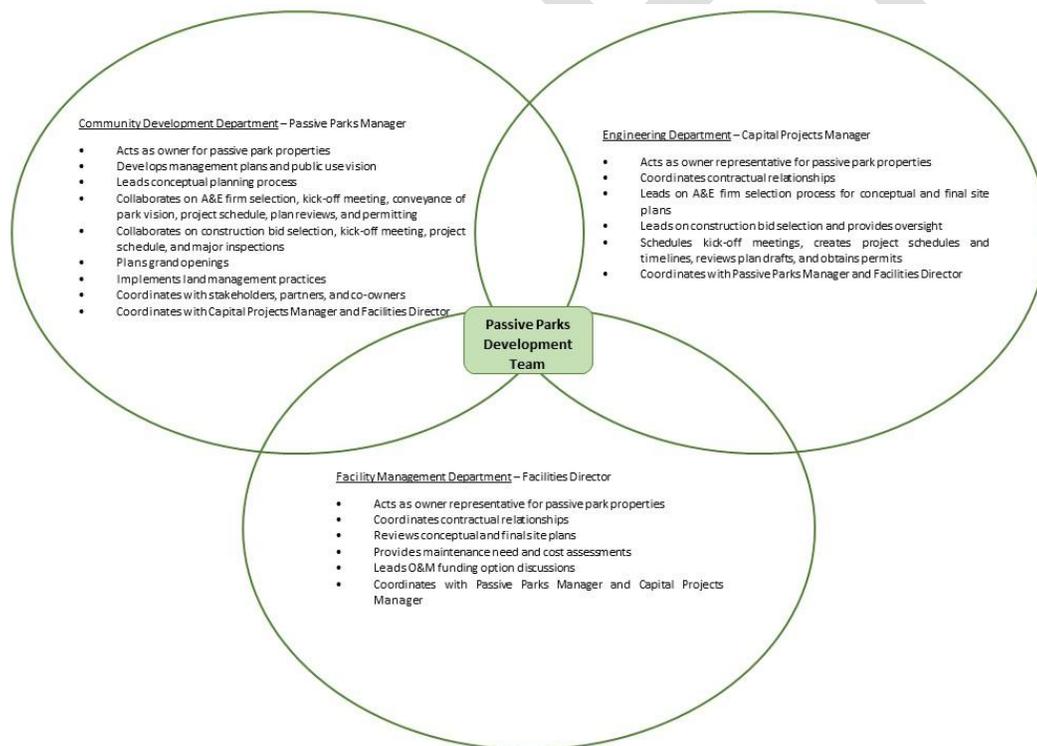
County staff currently monitor the properties listed below on an annual basis to ensure compliance with easement terms and conditions:

Property Name	Acreage	Grantee	Additional Grantee/Co-holder
Winn Tract	68.91	Beaufort County	USDOD
Penn Center (Tree Farm)	195.41	Beaufort County	USDA-NRCS
Rathbun	27.50	Beaufort County	USDOD
Seabrook Road Donation	14.88	Beaufort County	N/A

Maintenance and Operations

As with any land acquisition and passive park program, it is important to have designated responsibility for natural resource management and park amenity maintenance. At the time of this report, public use of RCLPP lands is infrequent to nonexistent, therefore maintenance needs are minimal. Once properties become improved for public access and use, maintenance needs are going to increase and coordination between the county departments will be crucial.

Various county departments were identified in the Roles and Responsibilities section. Those departments and the coordination between them for planning, development, and maintenance is shown in the figure below. Unless otherwise determined through agreements with Friends groups, volunteers, or other entities, the process illustrated below will be followed by county staff until such time as an integrated Parks and Recreation Division may be created.



Strategic Goals

The following strategic goals closely align with the Beaufort County Comprehensive Plan Land Use and Natural Resources chapters and will be reviewed and updated, as needed, every five (5) years coinciding with the Beaufort County Comprehensive Plan review period.

Develop Management and Regulatory Standards

The foundation for any public use program requires regulations and standards upon which to build an appropriate management system for sustainable long-term public enjoyment.

- Review and assess existing code and ordinances and, where needed, develop such that will ensure perpetual protection of passive park properties and public use thereof.
- Collaborate with the Finance Department on revenue income from passive park properties and the appropriate distribution of such funds towards long-term management of those properties.
- Collaborate with various County Departments on planning and mapping updates, purchasing and construction processes and standards, and maintenance and security requirements.
- Develop marketing and branding standards for the Beaufort County system of passive parks.

Implement Planning and Infrastructure Development

Implementing the appropriate planning processes will ensure proper infrastructure development on the passive park properties while maintaining the conservation value of the acquired lands.

- Assess each passive park property for fencing, gating, access, and boundary posting needs.
- Develop a priority list of passive park improvement possibilities.
- Develop individual management plans, which will incorporate land management resource needs, public use opportunities, and revenue generation possibilities.

Collaborate with Stakeholders

Collaboration with various stakeholder groups is crucial in the successful planning of public use projects in order to optimize needs of the community and protection of the natural resources.

- Continue to coordinate with the Rural and Critical Lands Preservation Program Board on acquisition of properties that enhance the existing system of lands and are consistent with the Beaufort County Comprehensive Plan and Greenprint.
- Engage co-owners, funding partners, adjacent landowners, neighboring communities, and other stakeholders during the conceptual master planning process for passive park properties.

Create an integrated Parks and Recreation Division

The long-term success of a Passive Park Program will depend on the eventual creation of a Division dedicated to the continued development, maintenance, and operations of the system of county parks.

- Create a need assessment for a Parks and Recreation Division, which will include an organizational structure, park maintenance needs and costs, staffing and/or contractual requirements, and funding possibilities.
- Collaborate with County administrators and County Council towards the creation of the Division.

Passive Park Location Maps

The following maps illustrate the locations of the identified Rural and Critical Land Preservation Program Passive Park properties in the north and south parts of Beaufort County.

DRAFT

*Need to include updated map of RCLP North properties

DRAFT

*Need to include updated map of RCLP South properties

DRAFT

Passive Park Priorities Table

The following table provides a list of passive park properties and their public use and revenue generation possibilities. Properties are prioritized by Tiers according to existing plans, contracts, and funding availability in Tier 1; partners and available funding in Tier 2; and future intent based on location, accessibility, and revenue possibilities in Tier 3. Properties listed in Tier 4 have access limitations to be addressed, or are already developed and fully accessible to the public.

Definitions of the public use and revenue generation potential categories is as follows:

- Parking/Restrooms means there is either a hard or softscaped parking area and/or a restroom facility.
- Paved Trails means trails or pathways that are either paved, sidewalked, or otherwise hardscaped.
- Unpaved Trails means trails or pathways that are earthen, boardwalked, or otherwise softscaped.
- Picnic Areas means picnic tables or open-air roofed structures with picnic tables, benches, or seating and may or may not include grills.
- Camping means primitive, platform, or other types of camping and may or may not include fire rings.
- Canoe/Kayak means the possibility of providing water access to or from a creek, river, sound, or marsh system for non-motorized boats.
- Special Resource means there may be a historical or culturally significant feature (“H/C”) and/or some other specialty public use feature (“PUF”) such as, but not limited to, a wildlife viewing platform, fishing dock/pier, or interpretive facility.
- Beach Access means the possibility of providing access to the beach, a sandbar, or other sandy landscape feature.
- Timber means the possibility of short or long-term silviculture management of the forested ecosystem.
- User Fees means the potential to charge a mandatory or voluntary fee to visitors of the site either individually or as a group.
- Events means the potential to charge a fee for private events such as, but not limited to, weddings, family reunions, or other social functions.
- Concessions means the potential for a private company to run a concession which the County will monetarily benefit from, this category also includes leases and other facility rentals that may occur.

*Site is unsuitable for public use until such time as future land acquisitions improve public access.

^Site is already developed, open to the public, and being maintained.

DRAFT



MEMORANDUM

TO: Beaufort County Planning Commission

FROM: Robert Merchant, AICP, Assistant Community Development Director

DATE: August 23, 2018

SUBJECT: Proposed Amendment to Appendix B of the Beaufort County Community Development Code – Daufuskie Island Community Development Code

Attached to this memo are the following documents:

- The Daufuskie Island Community Development Code
- The Daufuskie Island Zoning Map

Over the last year, the Daufuskie Island Council has worked with Ecological Planning Group out of Savannah and RS & H, to develop a new island wide comprehensive plan and zoning ordinance. The Daufuskie Island Council is an organization designated to serve as a liaison between the people of Daufuskie Island and local, state and federal governments and agencies to help address the needs and concerns of island residents. The Council and consultants took part in an extensive public process that involved surveys, public meetings and community workshops.

The Planning Commission reviewed and recommended approval of the Daufuskie Island Plan at their August 6 meeting. Over the last two months, Community Development staff has been working with the project consultants to refine and reformat the Daufuskie Island Community Development Code to ensure that it is consistent and works seamlessly with the Community Development Code.

Staff Recommendation: The Community Development Department commends the work of the Daufuskie Island Council and recommends the adoption of the Daufuskie Island Community Development Code and Map.



DAUFUSKIE ISLAND COMMUNITY DEVELOPMENT CODE

Revised Draft– August 13, 2018

Appendix B: Daufuskie Island Community Development Code

Division B.1: Transect Zones		Page B-1
B.1.10	Purpose	B-1
B.1.20	Applicability	B-1
B.1.30	Transect 1: Natural Preserve (DINP)	B-2
B.1.40	Transect 2: Rural (D2R) Standards	B-4
	Rural Historic (D2R-CP) Standards	
	Gullah Heritage (D2R-GH) Standards	
B.1.50	Transect 3: General Neighborhood (D3GN) Standards	B-8
B.1.60	Transect 4: Mixed Use (D4MU) Standards	B-12
B.1.70	Transect 5: Village Center (D5VC) Standards	B-16
B.1.80	Transect 5: Gateway Corridor (D5GC) Standards	B-20
Division B.2: Overlay Zones		Page B-23
B.2.10	Purpose	B-23
B.2.20	Applicability	B-23
B.2.30	Heritage Corridor Overlay (HCO) Standards	B-23
Division B.3: Permitted Uses and Definitions		Page B-25
B.3.10	Purpose	B-25
B.3.20	Consolidated Land Use Table and Land Use Definitions	B-25
Division B.4: Developments Within Rural Areas		Page B-36
A.4.10	Purpose	B-36
A.4.20	Applicability	B-36
A.4.30	Small Lot Cottage Court Subdivisions	B-36
A.4.40	Family Compound Standards	B-37
Division B.5: Applicability of the Community Development Code		Page B-40
A.5.10	Applicability of the Community Development Code	B-40

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Division B.I: Transect Zones

Sections:

- B.1.10 Purpose
- B.1.20 Applicability
- B.1.30 Transect 1: Natural Preserve (D1) Standards
- B.1.40 Transect 2: Rural (D2R) Standards
 - Rural Historic (D2R-CP) Standards
 - Gullah Heritage (D2R-GH) Standards
- B.1.50 Transect 3: General Neighborhood (D3GN) Standards
- B.1.60 Transect 4: Mixed Use (D4MU) Standards
- B.1.70 Transect 5: Village Center (D5VC) Standards
- B.1.80 Transect 5: Gateway Corridor (D5GC) Standards

B.1.10 Purpose

This Division provides regulatory standards governing land use and building form within the transect zones. The Form-Based Code reflects the community vision for implementing the intent of the Comprehensive Plan to preserve Daufuskie Island’s character and create livable and walkable places. These standards are intended to ensure that proposed development is compatible with existing character and future development on neighboring properties produces an environment of desirable character.

B.1.20 Applicability

The requirements of this Division shall apply to all proposed development within the transect zones and shall be considered in combination with the standards for specific uses in Article 4 (Specific to Use), if applicable, and the development standards in Article 5 of the Beaufort County Community Development Code (Supplemental to Zones). If there is a conflict between any standards, the provisions of Article 4 of the Beaufort County Community Development Code (Specific to Use) control over this Article 3 (Specific to Zones) and Article 5 (Supplemental to Zones).

B.I.30 Transect I: DI Natural Preserve (DINP) Standards

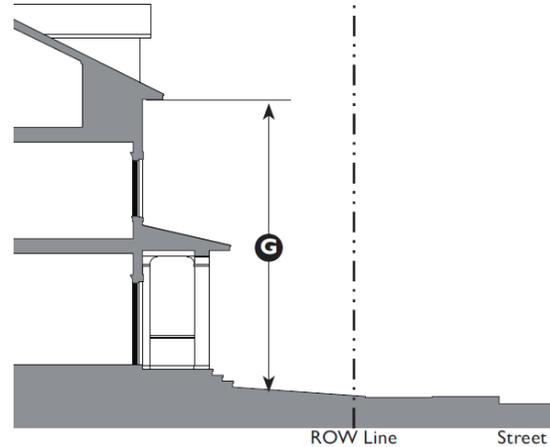
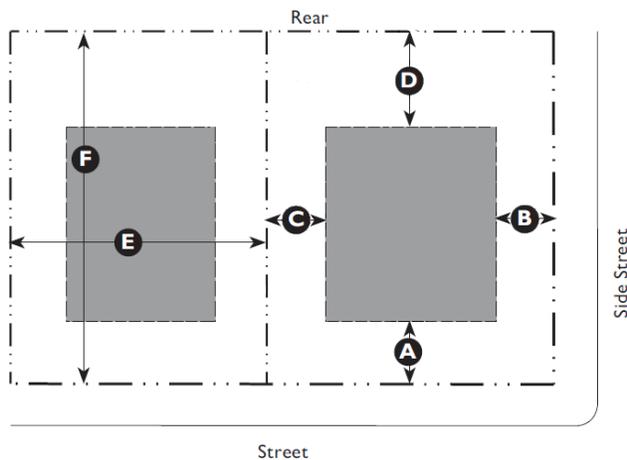


General note: the illustrations above are intended to provide a brief overview of the transect zone and are descriptive in nature.

A. Purpose

The Natural Preserve (DINP) Zone is intended to preserve areas that contain sensitive habitats, open space, and limited agricultural uses. This Zone typically does not contain buildings; however, single-family dwellings, small civic buildings or interpretive centers may be located within this zone if approved as a part of a conservation agreement.

Division B.I: Transect Zones
DI Natural Preserve



Key

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

B. Building Placement		
Setback (Distance from ROW/Property Line)		
Front	50' min.	Ⓐ
Side Street	50' min.	Ⓑ
Side:		
Side, Main Building	50' min.	Ⓒ
Side, Ancillary Building	20' min.	
Rear	100' min.	Ⓓ
Lot Size (One Acre Minimum)		
Width	150' min.	Ⓔ
Depth	n/a	Ⓕ
Miscellaneous		

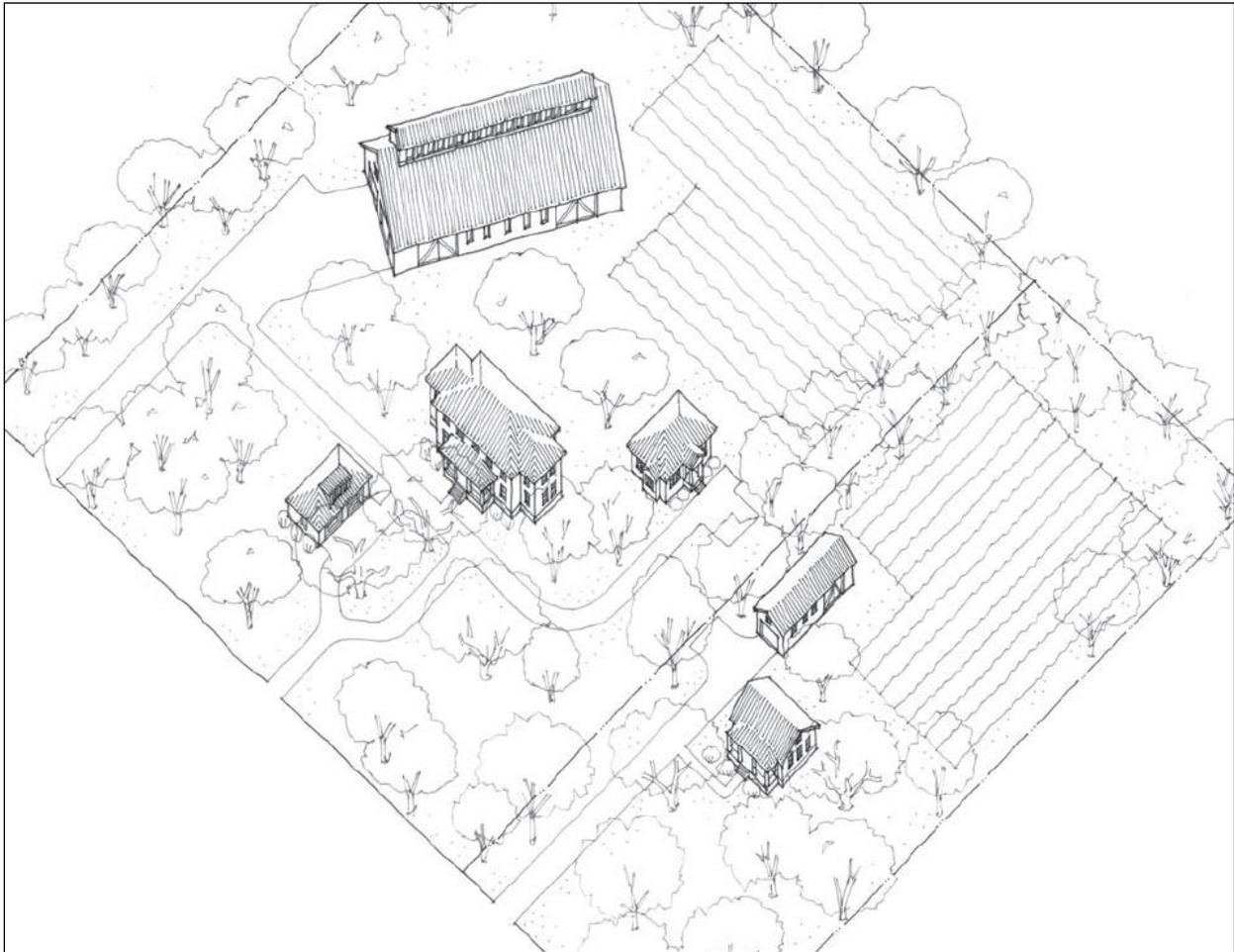
Where existing adjacent buildings are in front of the regulated BTL or front setback, the building may be set to align with the façade of the front-most immediately adjacent property.

C. Building Form		
Building Height		
Main Building	35 feet / 2 stories max.	Ⓖ
Ancillary Building	35 feet / 2 stories max.	
Ground Floor Finish Level ¹	No minimum	
Footprint		
Maximum Lot Coverage	n/a	
Lot coverage is the portion of a lot that is covered by any and all buildings including accessory buildings.		
Notes		
¹ Buildings located in a flood hazard zone will be required to be built above base flood elevation in accordance with Beaufort County Building Codes		
D. Gross Density ²		
Gross Density	0.1 d.u./acre	

¹Buildings located in a flood hazard zone will be required to be built above base flood elevation in accordance with Beaufort County Building Codes

²Gross Density is the total number of dwelling units on a site divided by the Base Site Area (Division 6.1.40.F)

B.I.40 Transect 2: D2 Rural (T2R) Standards



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

A. Purpose

The zones within transect 2 are rural in character. This transect, and the zones included, implement the Comprehensive Plan goals of preserving the rural and historic character of Daufuskie Island.

The Rural (D2R) Zone is intended to preserve the rural character of Daufuskie Island. This Zone applies to areas that consist of sparsely settled lands in an open or cultivated state. It may include large lot residential, small commercial or restaurant uses, farms where animals are raised, or crops are grown, parks, woodland, grasslands, trails, and open space areas.

The D2R Rural Zone implements the Comprehensive Plan goals of preserving the rural and historic character of Daufuskie Island.

B. Subzones

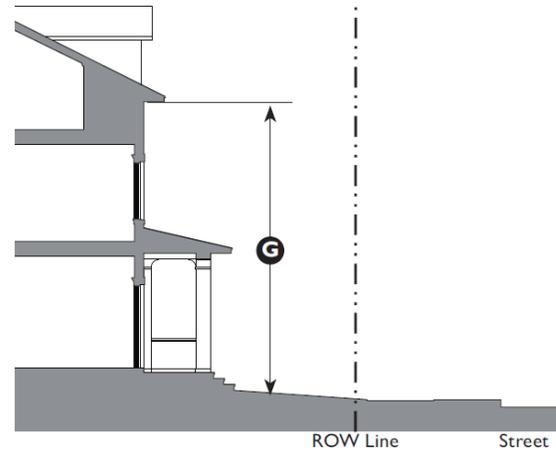
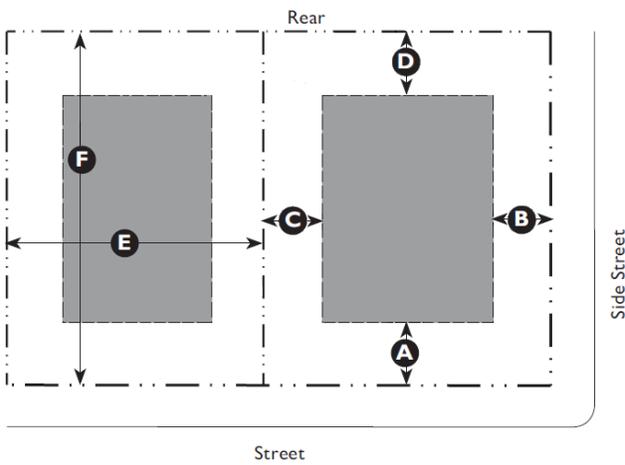
D2R-CP (Rural-Conventionally Platted)

The intent of the D2R-CP subzone is to provide a district that preserves the currently approved conventionally platted subdivisions within this area of Daufuskie Island. This subzone allows for smaller lots that have already been approved by Beaufort County, however no further subdivision or recombination of the existing lots is allowed without obtaining a special permit from Beaufort County.

D2R-GH (Rural-Gullah Heritage)

The intent of the D2R-GH subzone is to provide a district that preserves the Gullah heritage, while maintaining the rural character within this area of Daufuskie Island. This subzone preserves the Gullah heritage sites and ensures that new development is in character with the Gullah heritage.

Division B.1: Transect Zones
D2 Rural



Key

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

C. Building Placement

Setback (Distance from ROW/Property Line)		
Front	50' min.	(A)
Side Street	50' min.	(B)
Side		
Side, Main Building	20' min.	(C)
Side, Ancillary Building	20' min.	
Rear	50' min.	(D)

Lot Size (One Acre Minimum)

Width	100' min.	(E)
Depth	n/a	(F)

Miscellaneous

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

D. Building Form

Architectural Guidelines

Although not required, the preferred architectural style in Transect 2 is Lowcountry Vernacular as illustrated in 5.3.40.B of the Beaufort County Community Development Code. Also allowed in Transect 2 is a style referred to as Everyday Island. The Everyday Island style of architecture includes a large group of structures and construction techniques for those not wanting the traditional local vernacular. This Everyday Island style also includes modular and prefab construction. These preferred building types and everyday island styles apply in all zones and subzones in Transect 2.

D. Building Form (Continued)

Building Height		
Main Building	2 stories max.	(G)
Ancillary Building	2 stories max.	
Ground Floor Finish Level ¹	No minimum	
Footprint		
Maximum Lot Coverage ²	n/a	

Miscellaneous

Loading docks, overhead doors, and other service entries may not be located on street-facing facades.

Notes

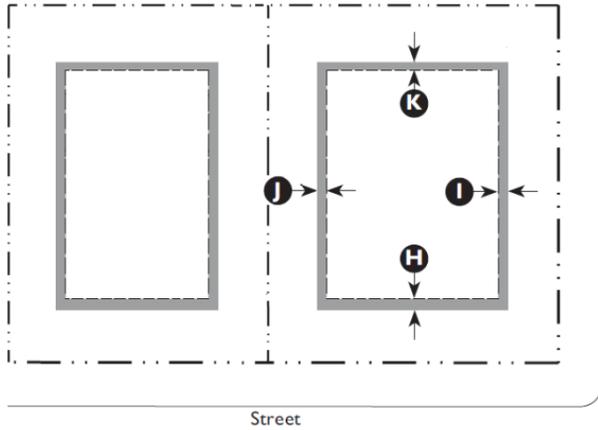
¹Buildings located in a flood hazard zone will be required to be built above base flood elevation in accordance with Beaufort County Building Codes.

²Lot coverage is the portion of a lot that is covered by any and all buildings including accessory buildings.

E. Gross Density³

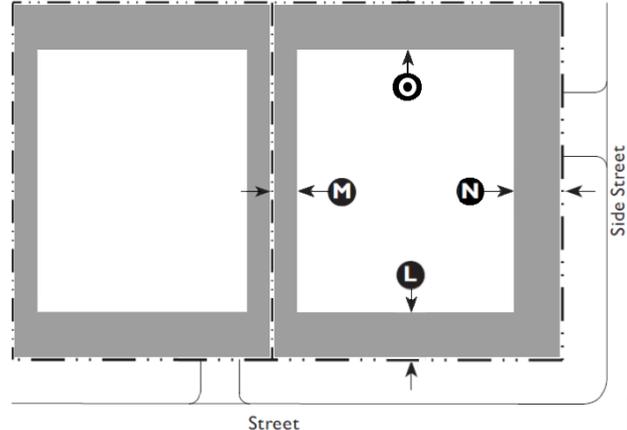
Gross Density	1.0 d.u. per acre
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³Gross Density is the total number of dwelling units on a site divided by the Base Site Area (Division 6.1.40.F)



Key

- ROW / Property Line
- Setback Line
- Encroachment Area



Key

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

F. Encroachments and Frontage Types

Encroachments

Front	5' max.	H
Side Street	5' max.	I
Side	5' max.	J
Rear	5' max.	K

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

G. Buffers

In both D2R and D2R-HC a buffer of natural vegetation and trees shall be retained when developed. If the buffer area has been cleared prior to development, or does not exist, a buffer consisting of natural vegetation and trees shall be installed. Minimum buffer requirements are:

Width of Buffer

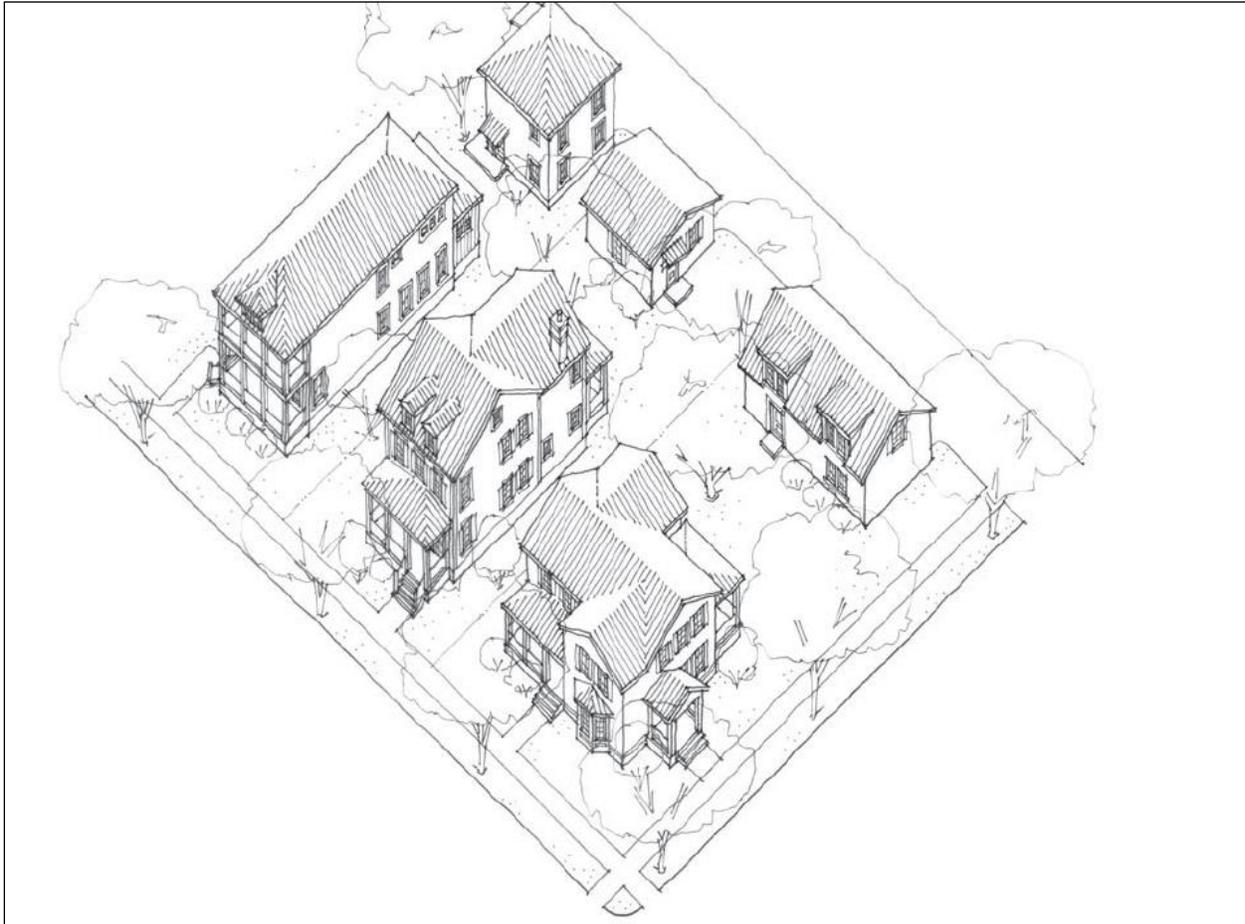
Front	20' min.	L
Side Street	20' min.	M
Side	10' min.	N
Rear	20' min.	O

Miscellaneous

All development in both D2R and D2R-HC abutting any street or road open and used by the public shall be subject to the requirements of the thoroughfare buffer for 2 or 3 lanes as described in Division 5.8.50 of the Beaufort County Community Development Code. These buffers do not apply to the CP and GH sub-districts, however if a property is located in one of these sub-districts and lies within the Heritage Corridor Overlay District, the buffers in the Overlay District shall apply.

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B.I.50 Transect 3: D3 General Neighborhood (D3GN) Standards



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

A. Purpose

The (D3GN) Zone is intended to preserve the historic character and natural environment of Daufuskie Island. The (D3GN) Zone is intended to provide a walkable, predominantly single-family neighborhood that integrates compatible multi-family housing types, such as duplexes and cottage courts within walking distance to village centers and commercial areas.

The D3GN Zone implements the Comprehensive Plan goals of preserving and building upon the walkable character of portions of Daufuskie Island.

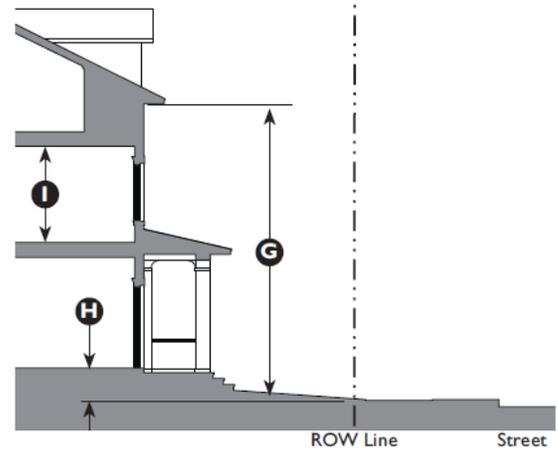
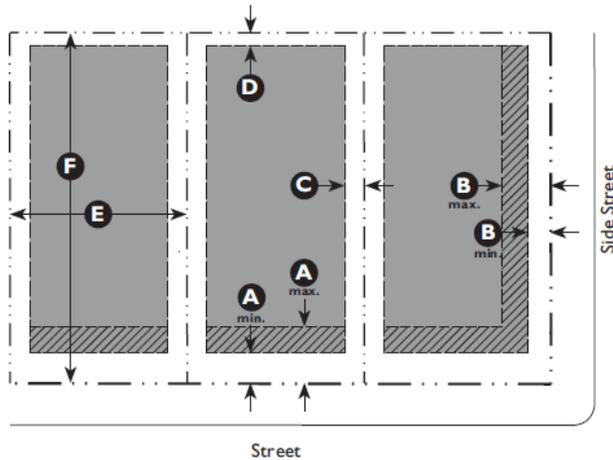
B. Allowed Building Types

Building Type	Specific Regulations
Carriage House	5.1.40
Estate House	5.1.50
Village House	5.1.60

Miscellaneous

Existing manufactured homes that are being replaced with another manufactured home that does not exceed the size and/or setbacks of the existing unit are exempt from Building Type (Division 5.1) and Private Frontage (Division 5.2) Standards.

Division D.1: Transect Zones
D3 General Neighborhood

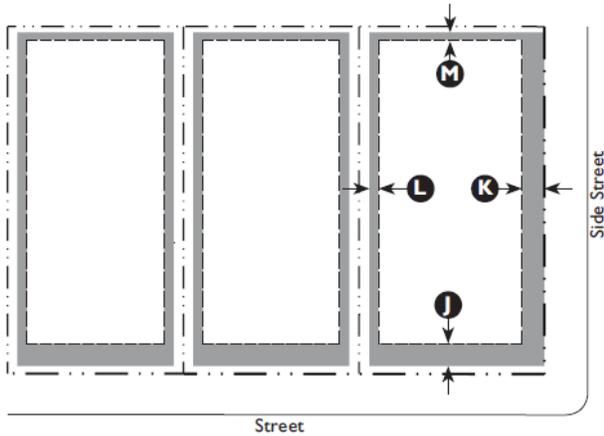


Key

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

C. Building Placement		
Setback (Distance from ROW/Property Line)		
Front	15' min., 50' max.	(A)
Side Street	10' min., 50' max.	(B)
Side:		
Side, Main Building	7 ½' min.	(C)
Side, Ancillary Building	5' min.	
Rear		
Rear, Main Building	15' min.	(D)
Rear, Ancillary Building	5' min.	
Façade within Façade Zone:		
Front	75%	
Side Street	50%	
Lot Size (43,560 SF Maximum)		
Width	100' max.	(E)
Depth	200' max.	(F)
Miscellaneous		
Where existing adjacent buildings are in front of the regulated BTL or front setback, the building may be set to align with the façade of the front-most immediately adjacent property.		
Maximum lot size does not apply to Recreation, Education, Safety, Public Assembly uses		

D. Building Form		
Building Height		
Main Building	2 stories max.	(G)
Ancillary Building	2 stories max.	
Ground Floor Finish Level ¹	18" min.	(H)
Upper Floor(s) Ceiling	8' min. clear	(I)
Footprint		
Maximum Lot Coverage ²	30% of lot area	
Miscellaneous		
Loading docks, overhead doors, and other service entries may not be located on street-facing facades.		
Notes		
¹ Buildings located in a flood hazard zone will be required to be built above base flood elevation in accordance with Beaufort County Building Codes.		
² Lot coverage is the portion of a lot that is covered by any and all buildings including accessory buildings.		
E. Gross Density ¹		
Gross Density	3.0 d.u. per acre	
¹ Gross Density is the total number of dwelling units on a site divided by the Base Site Area (Division 6.1.40.F)		



Key

- ROW / Property Line
- Setback Line
- Encroachment Area

F. Encroachments and Frontage Types

Encroachments

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

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

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

Allowed Frontage Types

Common Yard	Porch: Engaged
Porch: Projecting	Porch: Side Yard

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B.I.60 Transect 4: D4 Mixed Use (D4MU) Standards



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

A. Purpose

The Mixed Use (D4MU) Zone is intended to integrate vibrant residential, commercial and retail environments, providing access to day-to-day amenities within walking distance within the zone as well as to the village centers.

The Mixed Use Zone implements the Comprehensive Plan goals of creating areas of higher intensity residential and commercial uses for Daufuskie Island.

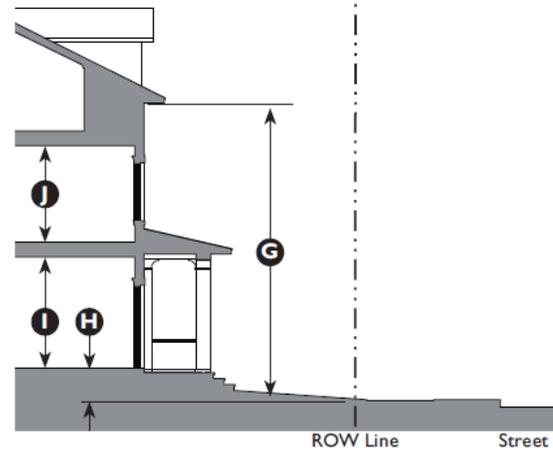
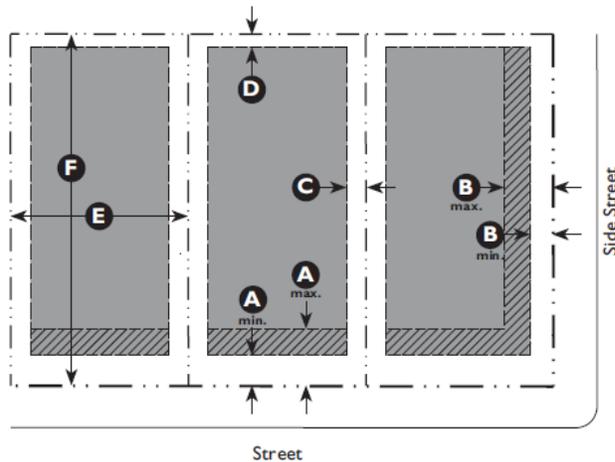
B. Allowed Building Types

Building Type	Specific Regulations
Carriage House	5.1.40
Village House	5.1.60
Small Lot House	5.1.70
Cottage Court	5.1.80
Duplex	5.1.90
Townhouse	5.1.100
Mansion Apartment	5.1.110
Apartment House	5.1.120
Industrial/Agricultural	5.1.140

Miscellaneous

Existing manufactured homes that are being replaced with another manufactured home that does not exceed the size and/or setbacks of the existing unit are exempt from Building Type (Division 5.1) and Private Frontage (Division 5.2) Standards.

Division B.I: Transect Zones
D4 Mixed Use



Key

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

C. Building Placement

Setback (Distance from ROW/Property Line)		
Front	15' min., 30' max.	(A)
Side Street	10' min., 30' max.	(B)
Side:		
Side, Main Building	7 ½' min.	(C)
Side, Ancillary Building	5' min.	
Rear:		
Rear, Main Building	15' min.	(D)
Rear, Ancillary Building	5' min.	

Lot Size (20,000 SF Maximum)

Width	100 ft. max.	(E)
Depth	200 ft. max.	(F)

Miscellaneous

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

Maximum lot size does not apply to Recreation, Education, Safety, Public Assembly uses, and buildings with a footprint Exceeding 10,000 square feet.

D. Building Form

Building Height		
Main Building	2 stories max.	(G)
Ancillary Building	2 stories max.	
Ground Floor Finish Level: ¹	18" min.	(H)
Ground Floor Ceiling:	10' min.	(I)
Upper Floor(s) Ceiling	8' min.	(J)

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

Footprint

Maximum Lot Coverage ²	30% of lot area
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Notes

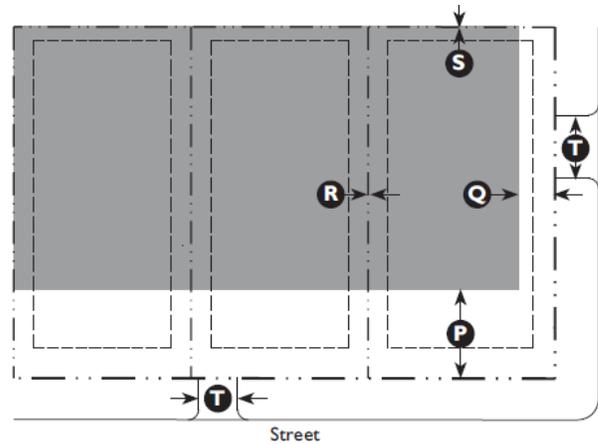
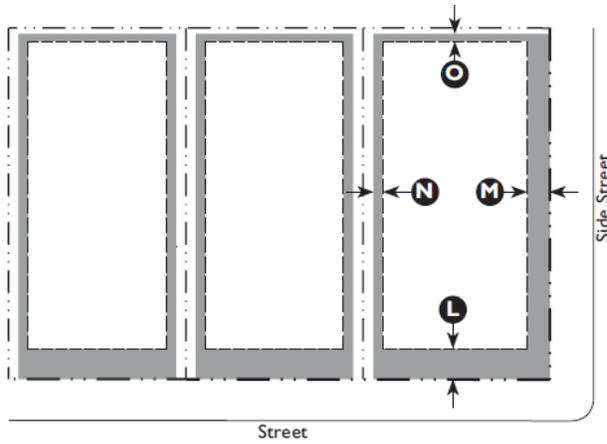
¹Buildings located in a flood hazard zone will be required to be built above base flood elevation in accordance with Beaufort County Building Codes.

²Lot coverage is the portion of a lot that is covered by any And all buildings, including accessory buildings.

E. Gross Density¹

Base site area less than 5 ac.	8.0 d.u. per acre
Base site area greater than 5 ac.	4.0 d.u. per acre

¹Gross Density is the total number of dwelling units on a site divided by the Base Site Area (Division 6.1.40.F)



Key

- ROW / Property Line
- Setback Line
- Encroachment Area

Key

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

F. Encroachments and Frontage Types

Encroachments		
Front	12' max.	L
Side Street	12' max.	M
Side	3' max.	N
Rear	5' max.	O

Encroachments are not allowed within a street ROW, property line, or across a curb.

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

Allowed Frontage Types

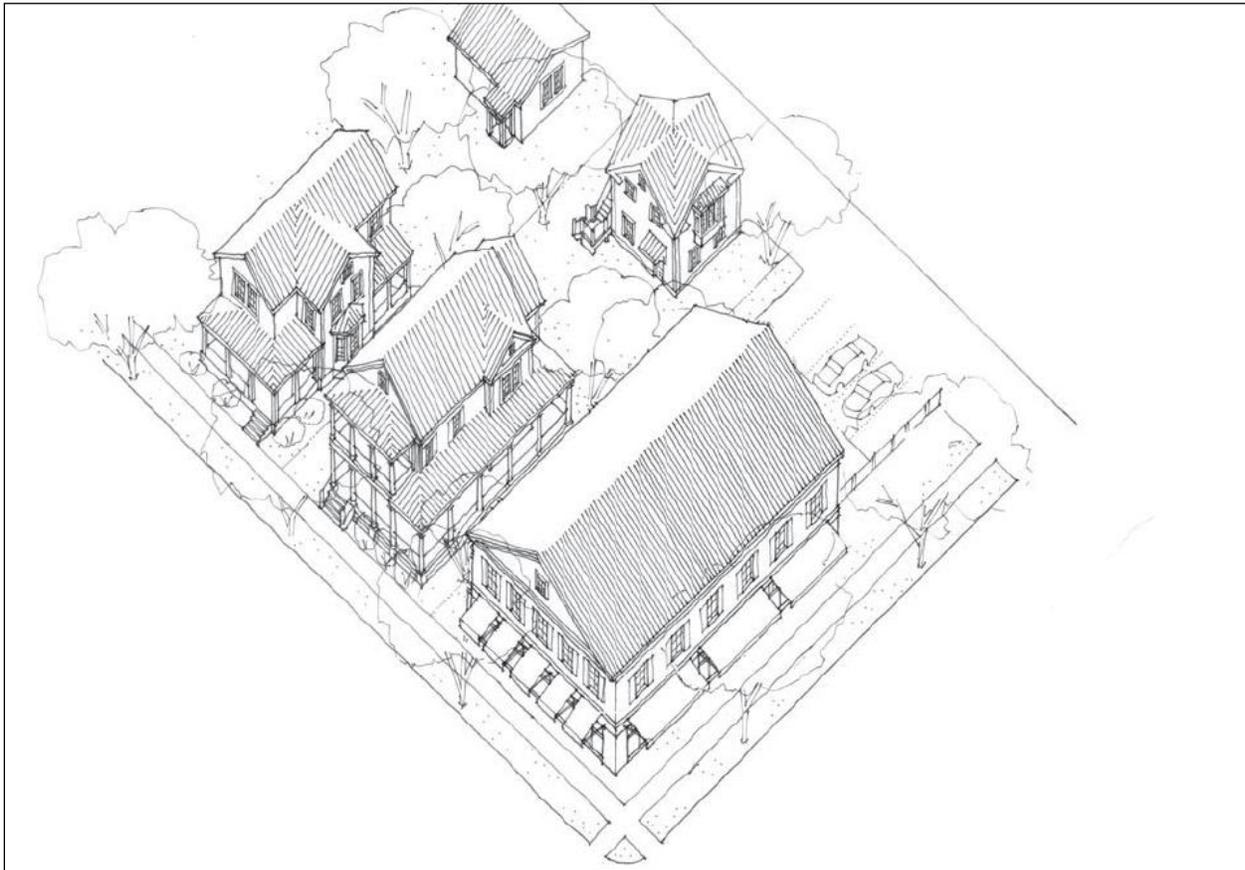
Common Yard	Forecourt
Porch: Projecting	Dooryard
Porch: Engaged	Porch: Side Yard
Stoop	

G. Parking

Location (Setback from Property Line)		
Front	5' behind front façade of main building	P
Side Street	5' behind front façade of main building	Q
Side	0' min.	R
Rear	5' min.	S

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B.I.70 Transect 5: Village Center (D5VC) Standards



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

A. Purpose

The zones within transect 5 are the most urban in character. This transect, and the zones included, implement the Comprehensive Plan goals of preserving the character of Daufuskie Island while providing for the commercial needs of the island.

The Village Center (D5VC) Zone is intended to integrate vibrant main-street commercial and retail environments, providing access to day-to-day amenities within walking distance, creating potential for water ferry embarkation points, and serving as a focal point for Daufuskie Island.

The Village Center Zone implements the Comprehensive Plan goals of creating areas of higher intensity residential and commercial uses for Daufuskie Island.

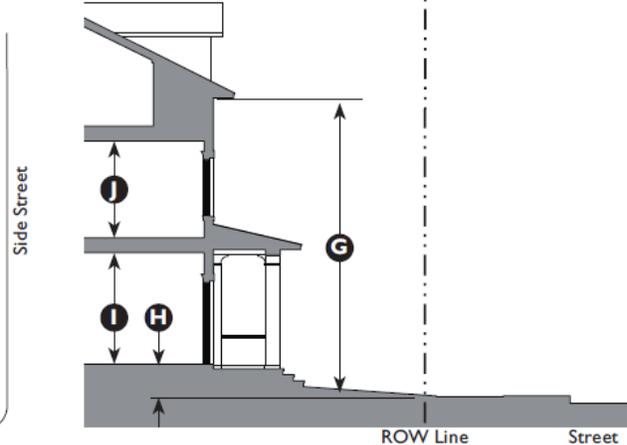
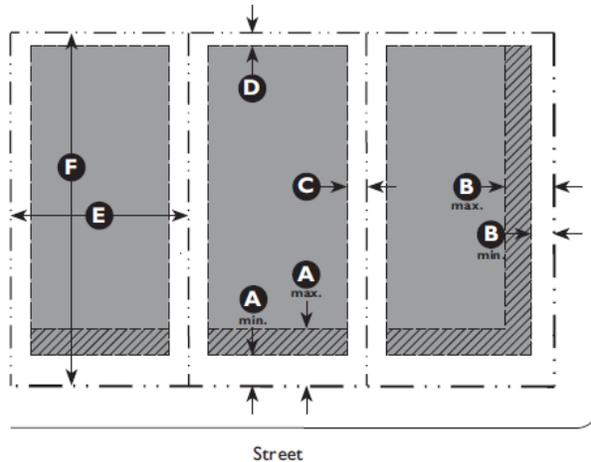
B. Allowed Building Types

Building Type	Specific Regulations
Carriage House	5.1.40
Small Lot House	5.1.70
Cottage Court	5.1.80
Duplex	5.1.90
Townhouse	5.1.100
Mansion Apartment	5.1.110
Apartment House	5.1.120
Main Street Mixed Use	5.1.130
Industrial/Agricultural	5.1.140

Miscellaneous

Existing manufactured homes that are being replaced with another manufactured home that does not exceed the size and/or setbacks of the existing unit are exempt from Building Type (Division 5.1) and Private Frontage (Division 5.2) Standards.

Division D.1: Transect Zones
D5 Village Center



Key

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

C. Building Placement

Setback (Distance from ROW/Property Line)

Front	5' min., 20' max.	A
Side Street	5' min., 20' max	B
Side:		C
Main Building	7 1/2' min.	
Ancillary Building	5' min.	
Rear		D
Main Building	15' min.	
Ancillary Building	5' min.	

Lot Size (20,000 SF Maximum)

Width	100' max.	E
Depth	200' max.	F

Miscellaneous

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

Maximum lot size does not apply to Recreation, Education, Safety, Public Assembly uses, and buildings with a footprint exceeding 20,000 square feet.

D. Building Form

Building Height

Main Building	2 1/2 stories max.	G
Ancillary Building	2 stories max.	
Ground Floor Finish Level: ¹		H
Residential	18" min.	
Commercial	6" max.	
Ground Floor Ceiling:	10' min.	I
Upper Floor(s) Ceiling	8' min.	J

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

Footprint

Maximum Lot Coverage ²	30% of lot area
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Miscellaneous

Loading docks, overhead doors, and other service entries may not be located on street-facing facades.

Notes

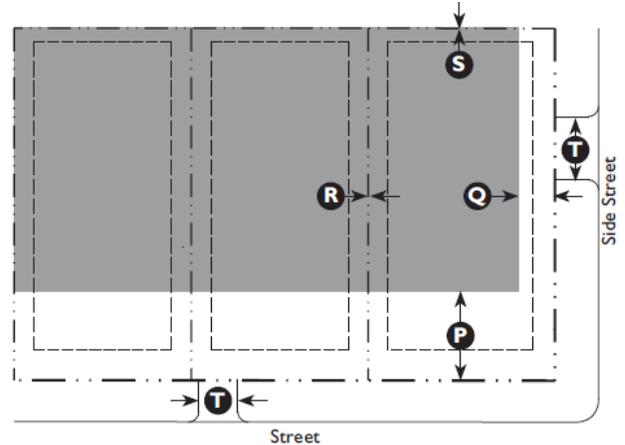
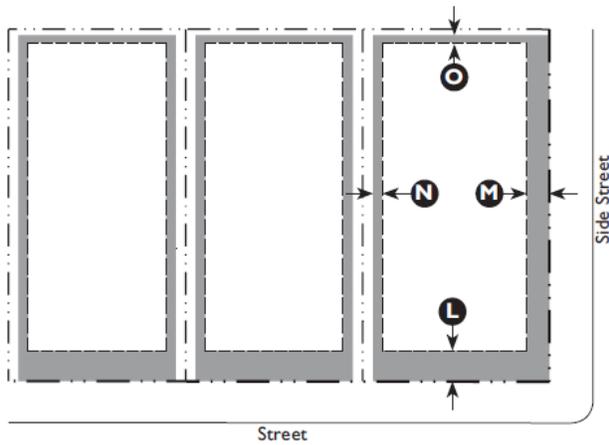
¹Buildings located in a flood hazard zone will be required to be built above base flood elevation in accordance with Beaufort County Building Codes.

²Lot coverage is the portion of a lot that is covered by any and all buildings, including accessory buildings.

E. Gross Density

Gross Density ¹	8.0 d.u. per acre
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¹Gross Density is the total number of dwelling units on a site divided by the Base Site Area (Division 6.1.40.F)



Key
 ---- ROW / Property Line ■ Encroachment Area
 --- Setback Line

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

F. Encroachments and Frontage Types

Encroachments		
Front	12' max.	L
Side Street	12' max.	M
Side	3' max.	N
Rear	5' max.	O

Encroachments are not allowed within a street ROW, Alley ROW, or across a property line.

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

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

Allowed Frontage Types

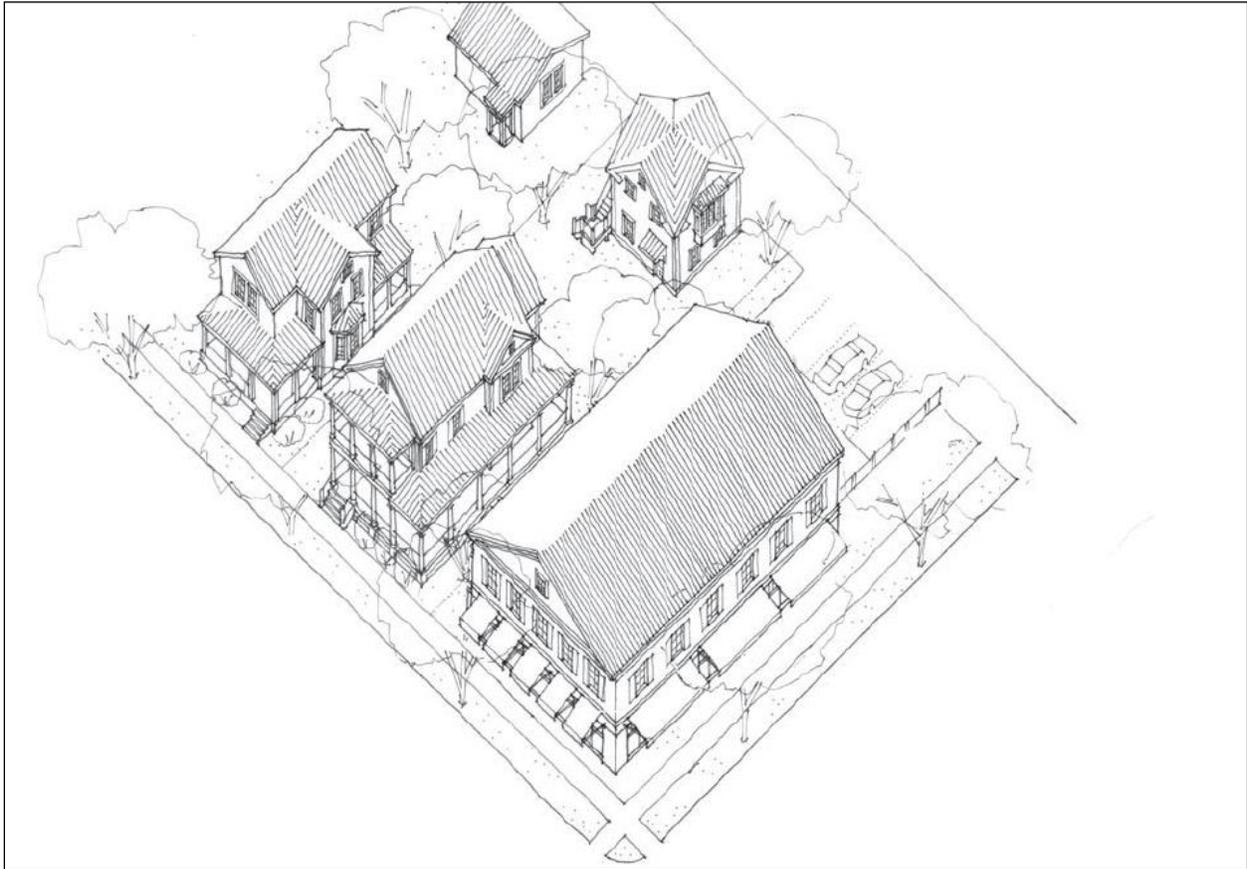
Porch: Projecting	Dooryard
Porch: Engaged	Porch: Side Yard
Stoop	Shopfront
Forecourt	Terrace

G. Parking

Location (Setback from Property Line)		
Front	40' min.	P
Side Street	15' min.	Q
Side	0' min.	R
Rear	5' min.	S

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B.I.80 Transect 5: Gateway Corridor (D5GC) Standards



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

A. Purpose

The zones within transect 5 are the most urban in character. This transect, and the zones included, implement the Comprehensive Plan goals of preserving the character of Daufuskie Island while providing for the commercial needs of the island.

The Gateway Corridor (D5GC) Zone is intended to extend the concept of a vibrant main-street commercial and retail environments from the Village Center to public places in the Gateway Corridor, providing access to day-to-day amenities within walking distance, creating, and serving as a focal point for public space for Daufuskie Island.

The Gateway Corridor Zone implements the Comprehensive Plan goals of creating areas of higher intensity residential and commercial uses for Daufuskie Island and provide for public and civic uses.

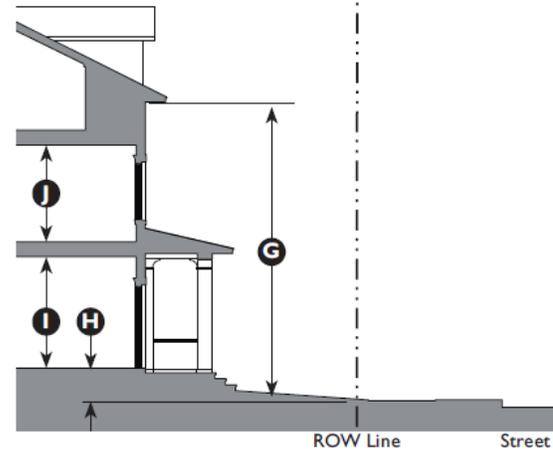
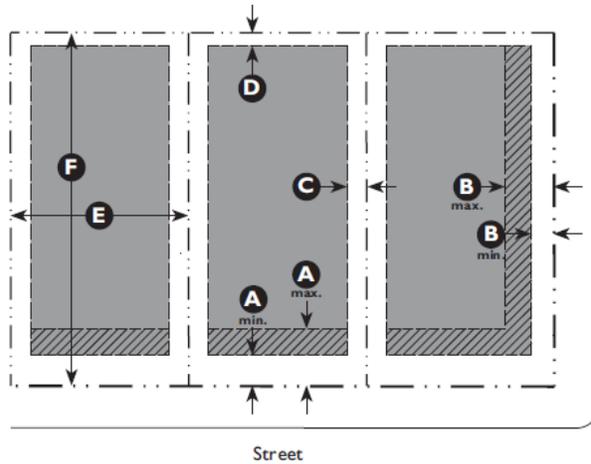
B. Allowed Building Types

Building Type	Specific Regulations
Carriage House	5.1.140
Small Lot House	5.1.170
Cottage Court	5.1.180
Duplex	5.1.190
Townhouse	5.1.100
Mansion Apartment	5.1.110
Apartment House	5.1.120
Main Street Mixed Use	5.1.130
Industrial/Agricultural	5.1.140

Miscellaneous

Existing manufactured homes that are being replaced with another manufactured home that does not exceed the size and/or setbacks of the existing unit are exempt from Building Type (Division 5.1) and Private Frontage (Division 5.2) Standards.

Division D.I: Transect Zones
D5 Gateway Corridor



Key

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

C. Building Placement

Setback (Distance from ROW/Property Line)

Front	15' min., 30' max.	A
Side Street	10' min., 30' max	B
Side:		C
Main Building	7 1/2' min.	
Ancillary Building	5' min.	
Rear		D
Main Building	15' min.	
Ancillary Building	5' min.	

Lot Size (20,000 SF Maximum)

Width	100' max.	E
Depth	200' max.	F

Miscellaneous

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

Maximum lot size does not apply to Recreation, Education, Safety, Public Assembly uses, and buildings with a footprint exceeding 20,000 square feet.

D. Building Form

Building Height

Main Building	2 stories max.	G
Ancillary Building	2 stories max.	
Ground Floor Finish Level: ¹		H
Residential	18" min.	
Commercial	6" max.	
Ground Floor Ceiling:	10' min.	I
Upper Floor(s) Ceiling	8' min.	J

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

Footprint

Maximum Lot Coverage ²	30% of lot area
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Miscellaneous

Loading docks, overhead doors, and other service entries may not be located on street-facing facades.

Notes

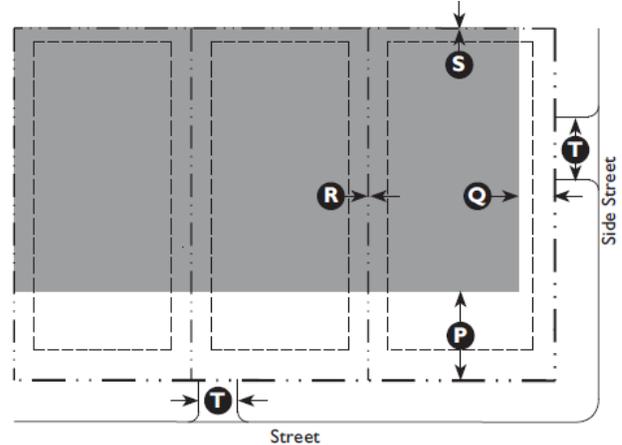
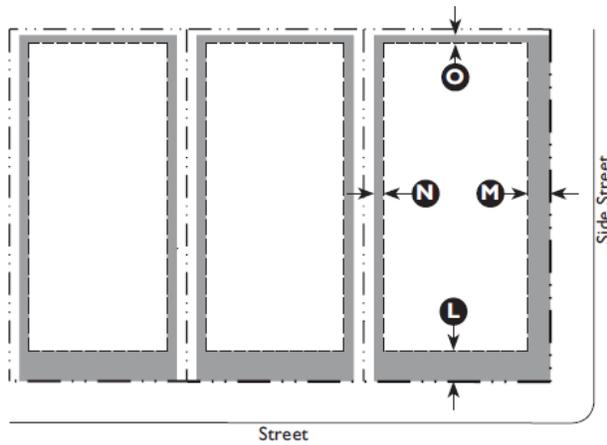
¹Buildings located in a flood hazard zone will be required to be built above base flood elevation in accordance with Beaufort County Building Codes.

²Lot coverage is the portion of a lot that is covered by any and all buildings, including accessory buildings.

E. Gross Density

Gross Density ¹	4.0 d.u. per acre
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¹Gross Density is the total number of dwelling units on a site divided by the Base Site Area (Division 6.1.40.F)



Key
 ---- ROW / Property Line ■ Encroachment Area
 --- Setback Line

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

F. Encroachments and Frontage Types

Encroachments		
Front	12' max.	L
Side Street	12' max.	M
Side	3' max.	N
Rear	5' max.	O

Encroachments are not allowed within a street ROW, Alley ROW, or across a property line.

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

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

Allowed Frontage Types

Porch: Projecting	Dooryard
Porch: Engaged	Porch: Side Yard
Stoop	Shopfront
Forecourt	Terrace

G. Parking

Location (Setback from Property Line)		
Front	40' min.	P
Side Street	15' min.	Q
Side	0' min.	R
Rear	5' min.	S

Division B.2: Overlay Zones

Sections:

- B.2.10 Purpose
- B.2.20 Applicability
- B.1.30 Heritage Corridor Overlay (HCO) Standards

B.1.10 Purpose

This Division provides regulatory standards governing land use and building form within special overlay zones. These zones are typically applied to certain areas of the County on Daufuskie Island where extreme physical or cultural constraints need increased planning guidelines and consideration.

B.1.20 Applicability

The requirements of this Division shall apply to all proposed development within the overlay zones and shall be considered in combination with the standards for specific uses in Article 4 (Specific to Use), if applicable, and the development standards in Article 5 (Supplemental to Zones) of the Beaufort County Community Development Code. If there is a conflict between any standards, the provisions of Article 4 (Specific to Use) control over Article 3 (Specific to Zones) and Article 5 (Supplemental to Zones).

B.1.30 Heritage Corridor Overlay (HCO) Standards

- A. Purpose.** The Heritage Corridor Overlay (HCO) zone is established to provide for the long-term protection of the culturally significant resources found on Daufuskie Island. The zone acknowledges Daufuskie Island's historic cultural landscape and its importance to Daufuskie Island and Beaufort County's most notable concentration of Gullah culture.
- B. District Boundaries.** The boundaries of the HCO zone on Daufuskie Island are depicted on the Beaufort County Official Zoning Map. The Overlay District extends 200 feet from the centerline of each street that is identified on the Zoning Map, and any parcel that abuts the defined boundary shall be considered to be included within the overlay corridor and its standards. Where the zone applies, the permitted uses shall be limited to the base zoning in D2R, except where additional limitations are established within the overlay zone.
- C. Site Design and Architecture.** Design features that impact other culturally significant locations, and franchise design are prohibited. All development within 200 feet of the streets of roads that define the district boundary in this zone shall be reviewed by the Beaufort County Design Review Board for both the site design and building style. Any development outside of this 200-foot standard shall not require review by the Design Review Board. All design and buildings shall meet the requirements of Lowcountry Vernacular design architectural style as set forth in Division 5.3 of the Beaufort County Community Development Code.
- D. Use Limitations.** The following specific uses are deemed to be incompatible with the DI-HC-O zone; and therefore, are prohibited:

1. **Restricted Access (Gated Communities).** An intentionally designed, secured bounded area with designated and landscaped perimeters, usually walled or fenced, that are designed to prevent access by non-residents.
 2. **Resorts.** This use includes lodging that serves as a destination point for visitors and designed with some combination of recreation uses or natural areas. Typical types of activities and facilities include marinas, beaches, pools, tennis, golf, equestrian, restaurants, shops, and the like. This restriction does not apply to ecotourism or its associated lodging.
 3. **Golf Courses.** This use includes regulation and par three golf courses having nine or more holes.
- E. **Buffers.** A buffer of natural vegetation and trees shall be retained when developed. If the buffer area has been cleared prior to development, or does not exist, a buffer consisting of natural vegetation and trees shall be installed. Minimum buffer requirements are in Table B.1.30.E.

Table B.1.30.E: Heritage Corridor Overlay District Buffer Requirements	
Buffer	Width
Front	50 feet minimum
Side Street	20 feet minimum
Side	10 feet minimum
Rear	20 feet minimum

All development shall be subject to the requirements of the thoroughfare buffer for 2 or 3 lanes as described in Division 5.8.50 of the Beaufort County Community Development Code.

Division B.3: Permitted Uses and Definitions

Sections:

- B.3.10 Purpose
- B.3.20 Consolidated Land Use Table and Land Use Definitions

B.1.10 Purpose

This Division establishes the land uses allowed in all zones within the County on Daufuskie Island and defines each of the land uses.

B.1.20 Consolidated Land Use Table and Land Use Definitions

The following table shown in B.3.20 defines the land uses that are allowed in each zone on Daufuskie Island. The uses are indicated as:

- **Permitted Use.** A use that is permitted by right in a zone.
- **Conditional Use.** A use that is permitted in a zone subject to the standards specified for that use being met, as determined by the Planning Commission.
- **Special Use.** A use that may be permitted within a zone upon approval of a special use permit by the Zoning Board of Appeals (ZBOA). See Section 7.2.130 (Special Use Permits).
- **Not Permitted Use.** A use that is not allowed or permitted in a zone.

The following table also B.3.20 defines the land use types for Daufuskie Island.

Table B.3.20. Consolidated Use Table

Land Use Type	D1	D2	D2	D2	D3	D4	D5	D5	Definition
	NP	R	CP	GH	GN	MU	VC	GC	
AGRICULTURE									
1. Agriculture & Crop Harvesting	P	P	--	P	P	--	--	--	A nursery, orchard, or farm, greater than 10,000 SF, primarily engaged in the growth and harvesting of fruits, nuts, vegetables, plants, or sod. The premises may include agricultural accessory structures, plant nurseries, and secondary retail or wholesale sales.
2. Agricultural Support Services	P	P	--	P	P	--	--	--	Nursery, orchard, forestry, or farm supply and support services including, but not limited to: equipment dealers, support uses for agricultural, harvesting, and/or animal production, seasonal packing sheds, etc.
3. Animal Production	--	C	--	C	C	--	--	--	The raising, breeding, feeding, and/or keeping of animals for the principal purpose of commercially producing products for human use or consumption, including, but not limited to: cattle, pigs, sheep, goats, fish (aquaculture), bees, rabbits, and poultry. This does not include "Factory Farming" operations.
4. Animal Production: Factory Farming	--	S	--	S	S	--	--	--	The raising, breeding, feeding, and/or keeping of livestock (typically cows, pigs, turkeys, or chickens) in confinement at high stocking density for the purpose of commercially producing meat, milk, or eggs for human consumption.
5. Seasonal Farmworker Housing/ Construction Worker Housing	--	S	--	S	S	S	S	S	Housing designated for temporary occupancy for workers during seasonal farming or construction activity.
6. Forestry	P	P	P	P	P	P	P	P	Perpetual management, harvesting, replanting, and enhancement of forest resources for ultimate sale or use of wood products, subject to S.C. Forestry Commission BMPs.
7. Commercial Stables	--	C	--	C	C	--	--	--	Stabling, training, feeding of horses, mules, donkeys, or ponies, or the provision of riding facilities for use other than by the resident of the property, including riding academies. Also includes any structure or place where such animals are kept for riding, driving, or stabling for compensation or incidental to the operation of any club, association, ranch or similar purpose.
RESIDENTIAL									
1. Dwelling: Single Family Detached Unit	--	P	P	P	P	P	P	P	A structure containing one dwelling unit on a single lot.
2. Dwelling: Single Family Attached Unit	--	--	--	--	--	P	P	P	A structure containing one dwelling unit on a single lot and connected along a property line to another dwelling unit on an adjoining lot by a common wall or other integral part of the principal building such as a breezeway or carport.
3. Dwelling: Two Family Unit (Duplex)	--	--	--	--	--	P	P	P	A structure containing two dwelling units on a single lot.
4. Dwelling: Multi-Family Unit	--	--	--	--	--	P	P	P	A structure containing three or more dwelling units on a single lot.
5. Dwelling: Accessory Unit	--	P	P	P	P	P	P	P	An auxiliary dwelling unit, no larger than 800 SF attached to a principal dwelling unit or located within an accessory structure on the same lot.
6. Dwelling: Family Compound	--	P	--	P	--	--	--	--	A form of traditional rural development which provides for the placement of additional single-family detached dwelling units on, and/or subdivisions of, a single parcel of land owned by the same family for at least 50 years.

Division B.3: Permitted Used and Definitions

Table B.3.20. Consolidated Use Table (continued)

Land Use Type	D1 NP	D2 R	D2 CP	D2 GH	D3 GN	D4 MU	D5 VC	D5 GC	Definition
RESIDENTIAL (continued)									
7. Dwelling: Cluster Compound	--	P	--	P	P	--	--	--	A form of development which provides for the placement of small, single family detached dwelling units on, and/or subdivisions of, a single parcel of land. Central facilities that provide services to the residents of the cluster compound may be included.
8. Dwelling: Group Home	--	P	P	P	P	P	P	P	Residential facility for nine or fewer mentally or physically handicapped persons providing care on a 24-hour basis and licensed by a state agency or department, or is under contract with a state agency or department, for that purpose.
9. Community Residence (dorms, convents, assisted living, temporary shelters)	--	S	--	S	S	S	S	S	<p>1. Dormitory: A building, or portion thereof, which contains living quarters for five or more students, staff, or members of a college, university, primary or secondary boarding school, theological school, or other comparable organization, provided that such building is either owned or managed by such organization, or is under contract with such organization for that purpose.</p> <p>2. Convent or Monastery. The living quarters or dwelling units for a religious order or for the congregation of persons under religious vows.</p> <p>3. Assisted Living Facility: A state-licensed facility for long-term residence exclusively by seniors and persons with disabilities who require assistance with daily activities, and which may include, without limitation, common dining, social and recreational features, special safety and convenience features designed for the needs of the elderly or disabled, such as emergency call systems, grab bars and handrails, special door hardware, cabinets, appliances, passageways, and doorways designed to accommodate wheelchairs, and the provision of social services for residents which must include at least two of the following: meal services, transportation, housekeeping, linen, and organized social activities. May include an accessory skilled nursing component.</p> <p>4. Group Home (more than 9 persons). A state-licensed residential facility for more than 9 mentally or physically handicapped persons providing care on a 24-hour basis.</p> <p>Temporary Shelter: A supervised publicly or privately operated shelter and services designed to provide temporary living accommodations to individuals or families who lack a fixed, regular and adequate residence. This does not include residential substance abuse facilities or halfway houses (see "Community Care Facility").</p>
10. Home Office	--	P	P	P	P	P	P	P	An office use carried out for gain by a resident and conducted entirely within the resident's home. This use permits the employment of one individual who does not live in the home.

Table B.3.20. Consolidated Use Table (continued)

Land Use Type	D1 NP	D2 R	D2 CP	D2 GH	D3 GN	D4 MU	D5 VC	D5 GC	Definition
RESIDENTIAL (continued)									
11. Home Business	--	P	P	P	P	P	P	P	An office or service use carried out for gain by a resident and conducted entirely within the resident's home and/or accessory structures. This use permits the employment of up to three individuals who do not reside on the premises.
12. Cottage Industry	--	P	S	P	S	--	S	S	Light industrial uses and boat, small engine (e.g. lawn mowers, but not vehicles), and farm equipment repair services carried out for gain by a resident and conducted on, or adjacent to, the property that contains the operator's residence. This use permits the employment of up to six individuals who do not reside on the premises.
13. Live/Work	--	P	C	P	C	P	P	P	An integrated housing unit and working space, occupied and utilized by a single household in a structure that has been designed or structurally modified to accommodate joint residential occupancy and work activity, and which includes: complete kitchen, living, and sleeping space and sanitary facilities in compliance with the Building Code, and working space reserved for and regularly used by one or more occupants of the unit. Workspace is limited to a maximum fifty percent (50%) of the structure and located on the first floor with living space located to the rear or above. Activities are limited to those uses permitted in the underlying Zone in which the Live/Work unit is located.
RETAIL AND RESTAURANTS									
1. General Retail 3,500 SF or less	--	P	--	P	P	P	P	P	Stores and shops that sell and/or rent goods and merchandise to the general public. This category does not include "Open Air Retail," "Vehicle Sales and Rental," or "Gas Stations/Fuel Sales."
2. General Retail 10,000 SF or less	--	S	--	--	--	--	P	P	
3. General Retail over 10,000 SF	--	--	--	--	--	--	S	S	
4. Bars, Taverns and Nightclubs	--	--	--	--	--	S	P	P	1. Bar, Tavern. A business where alcoholic beverages are sold for on-site consumption that is not part of a larger restaurant. Includes bars, taverns, pubs, and similar establishments where any food service is subordinate to the sale of alcoholic beverages. May also include beer brewing as part of a micro brewery ("brew-pub"), and other beverage tasting facilities. 2. Night Club. A facility serving alcoholic beverages for on-site consumption, and providing entertainment, examples of which include live music and/or dancing, comedy, etc. Does not include adult oriented businesses.
5. Gas Stations and Fuel Sales	--	--	--	--	--	P	P	P	An establishment where petroleum products are dispensed for retail sale. This use may include a retail convenience store and/or a single bay carwash. It does not include towing, vehicle body or engine repair (see "Vehicle Services"), or overnight vehicle storage.
6. Open Air Retail	--	P	--	P	P	P	P	P	A retail sales establishment operated substantially in the open air including, but not limited to: flea markets, monument sales, beach recreation rentals, and the like. Does not include "Vehicle Sales and Rental", agricultural equipment sales and rental (see "Agricultural Support Services"), plant nurseries (see "Agriculture and Crop Harvesting"), or roadside stands and farmers markets (see "Temporary Uses").

Table B.3.20. Consolidated Use Table (continued)

Land Use Type	D1	D2	D2	D2	D3	D4	D5	D5	Definition
	NP	R	CP	GH	GN	MU	VC	GC	
RETAIL AND RESTAURANTS (continued)									
7. Restaurant, Café, Coffee Shop: Less than 40 seats in structure	--	P	--	P	P	P	P	P	A retail business selling ready-to-eat food and/or beverages for on- or off-premise consumption. These include eating establishments where customers are served from a walk-up ordering counter for either on- or off-premise consumption ("counter service"); and establishments where customers are served food at their tables for on-premise consumption ("table service"), that may also provide food for take-out, but does not include drive-through services, which are separately defined and regulated. This use includes all mobile kitchens.
8. Restaurant, Café, Coffee Shop: 40 seats or more in structure	--	--	--	--	--	P	P	P	
9. Vehicle Sales and Rental - Light	--	--	--	--	--	S	P	P	
OFFICES & SERVICES									
1. General Offices and Services 3,500 SF or less	--	C	--	C	C	P	P	P	<ol style="list-style-type: none"> 1. <u>Bank/Financial Services.</u> Financial institutions, including, but not limited to: banks, credit agencies, investment companies, security and commodity exchanges, ATM facilities. 2. <u>Business Services.</u> Establishments providing direct services to consumers, including, but not limited to: employment agencies, insurance agent offices, real estate offices, travel agencies, landscaping and tree removal companies, exterminators, carpet cleaners, and contractors' offices without exterior storage. 3. <u>Business Support Services.</u> Establishments providing services to other businesses, including, but not limited to: computer rental and repair, copying, quick printing, mailing and mailbox services. 4. <u>Personal Services.</u> Establishments providing non-medical services to individuals, including, but not limited to: barber and beauty shops, dry cleaners, small appliance repair, laundromats, massage therapists, pet grooming with no boarding, shoe repair shops, tanning salons, funeral homes. These uses may include incidental retail sales related to the services they provide. 5. <u>Professional and Administrative Services.</u> Office-type facilities occupied by businesses or agencies that provide professional or government services, or are engaged in the production of intellectual property.
2. General Offices and Services 10,000 SF or less	--	--	--	--	--	P	P	P	
3. Animal Services: Clinic/Hospital	--	--	--	--	--	C	P	P	

Table B.3.20. Consolidated Use Table (continued)

Land Use Type	D1	D2	D2	D2	D3	D4	D5	D5	Definition
	NP	R	CP	GH	GN	MU	VC	GC	
OFFICES & SERVICES (continued)									
4. Animal Services: Kennel	--	C	--	C	C	C	P	P	A commercial facility for the boarding, breeding, and/or maintaining of animals for a fee that are not owned by the operator. This use includes pet day care facilities, animal training facilities (except horses – see “Commercial Stables”), and may include grooming as an accessory use. This use includes the breeding of animals in outdoor structures, cages or pens for sale, but does not include animals for sale in pet shops (see “General Retail”).
5. Body Branding, Piercing, Tattooing	--	--	--	--	--	S	S	S	An establishment whose principal business is the one or more of the following: any invasive procedure in which a permanent mark is burned into or onto the skin using either temperature, mechanical or chemical means; creation of an opening in the body for the purpose of inserting jewelry or other decorations (not including ear piercing); and/or placing designs, letters, figures, symbols or other marks upon or under the skin of any person using ink or other permanent coloration.
6. Day Care: Family Home (up to 8 clients)	--	C	--	C	C	C	S	S	A state-licensed facility in a private home where an occupant of the residence provides non-medical care and supervision for up to 8 unrelated adults or children, typically for periods of less than 24 hours per day for any client.
7. Day Care: Commercial Center (9 or more clients)	--	--	--	--	--	C	S	S	A state-licensed facility that provides non-medical care and supervision for more than 8 adults or children, typically for periods of less than 24 hours per day for any client. Facilities include, but are not limited to: nursery schools, preschools, after-school care facilities, and daycare centers.
8. Lodging: Bed and Breakfast (5 rooms or less)	--	C	--	C	C	P	P	P	The use of a single residential structure for commercial lodging purposes, with up to 5 guest rooms used for the purpose of lodging transient guests and in which meals may be prepared for them, provided that no meals may be sold to persons other than such guests, and where the owner resides on the property as his/her principal place of residence.
9. Lodging: Inn (up to 24 rooms)	--	--	--	--	S	P	P	P	A building or group of buildings used as a commercial lodging establishment having up to 24 guest rooms providing lodging accommodations to the general public.
10. Lodging: Hotel (25 to 50 rooms)	--	--	--	--	--	S	P	P	A lodging establishment of 25 or more rooms in a building or group of buildings offering transient lodging accommodations on a daily rate to the general public.
11. Residential Storage Facility	--	--	--	--	--	S	S	S	A building or buildings consisting of individual, small, self-contained units that are leased or owned for the storage of household goods. Outdoor storage of boats, trailers, and vehicles may be provided as an accessory use.
12. Medical Service: Hospital	--	--	--	--	--	S	P	P	An institution licensed by the State, where people, including inpatients, receive medical, surgical or psychiatric treatment and nursing care.

Table B.3.20. Consolidated Use Table (continued)

Land Use Type	D1	D2	D2	D2	D3	D4	D5	D5	Definition
	NP	R	CP	GH	GN	MU	VC	GC	
OFFICES & SERVICES (continued)									
13. Medical Service: Clinics/Offices	--	--	--	--	--	P	P	P	<p>1. <u>Clinic</u>. A facility other than a hospital where medical, mental health, surgical and other personal health services are provided on an outpatient basis. Examples of these uses include: Medical offices with five or more licensed practitioners and/or medical specialties, outpatient care facilities, urgent care facilities, other allied health services. These facilities may also include incidental medical laboratories and/or pharmacies. Counseling services by other than medical doctors or psychiatrists are included under "General Services - Professional/Administrative."</p> <p>2. <u>Medical Office</u>. A facility other than a hospital where medical, dental, mental health, surgical, and/or other personal health care services are provided on an outpatient basis, and that accommodates no more than four licensed primary practitioners (for example, chiropractors, medical doctors, psychiatrists, etc., other than nursing staff) within an individual office suite. A facility with five or more licensed practitioners is classified under "Medical Services – Clinic." Counseling services by other than medical doctors or psychiatrists are included under "General Services – Professional / Administrative."</p>
14. Vehicle Services: Minor Maintenance and Repair	--	C	--	C	C	P	P	P	Incidental minor repairs to include replacement of parts and service to passenger cars and light trucks, but not including any operation defined as "Vehicle Services - Major Maintenance and Repair" or any other operation similar thereto. Examples include quick service oil, tune-ups, tires, brake and muffler shops. This use also includes car washes and detailing businesses as a principal use.
15. Vehicle Services; Major Maintenance and Repair	--	--	--	--	--	S	S	S	General repair, rebuilding or reconditioning of boats and/or motor vehicles; collision service including body or frame straightening or repair; vehicle paint shops; auto wrecker services.
RECREATION, EDUCATION, SAFETY, PUBLIC ASSEMBLY									
1. Community Oriented Cultural Facility (less than 5,000 SF)	--	C	--	C	C	P	P	P	Public or non-profit facilities that provide educational and cultural experiences for the general public, examples of which include: aquariums, arboretums, art galleries, botanical gardens, libraries, museums, planetariums, civic centers and theaters predominantly used for live performances, and zoos. May also include accessory retail uses such as a gift/book shop, restaurant, etc.
2. Community Oriented Cultural Facility (5,000 SF or greater)	--	C	--	C	C	C	P	P	Public or non-profit facilities that provide educational and cultural experiences for the general public, examples of which include: aquariums, arboretums, art galleries, botanical gardens, libraries, museums, planetariums, civic centers and theaters predominantly used for live performances, and zoos. May also include accessory retail uses such as a gift/book shop, restaurant, etc.
3. Community Public Safety Facility	--	P	P	P	P	P	P	P	A public safety facility operated by a public agency including fire stations, other fire preventive and fire fighting facilities, police and sheriff substations and headquarters, including interim holding facilities. May include ambulance dispatch on the same site. Does not include "Detention Facilities."

Table B.3.20. Consolidated Use Table (continued)

Land Use Type	D1 NP	D2 R	D2 CP	D2 GH	D3 GN	D4 MU	D5 VC	D5 GC	Definition
RECREATION, EDUCATION, SAFETY, PUBLIC ASSEMBLY (continued)									
4. Institutional Care Facility	--	--	--	--	S	S	S	S	Facilities licensed by the State that provide living, sleeping, and sanitation accommodations in coordination with the provision of social, rehabilitative and/or medical services in a protective living environment for persons residing voluntarily, by court placement, or under protective control of the federal, state or county government; including, but not limited to, post-correctional facilities, residential substance abuse treatment facilities, residential treatment facilities for the mentally ill, skilled nursing homes not part of an assisted living or continuing care facility (see "Community Residence").
5. Detention Facility	--	--	--	--	S	S	S	S	A facility operated by a public agency, or is under contract with a public agency, that houses persons convicted of, or being held for, a crime. Such facilities include: prisons, detention facilities, work-release facilities, work camps, etc.
6. Meeting Facility/Place of Worship (less than 15,000 SF)	--	P	--	P	P	P	P	P	A facility for public or private meetings, including: community centers, places of worship (e.g., churches, mosques, synagogues, etc.), meeting halls for clubs and other membership organizations, etc. This use includes all cemeteries.
7. Meeting Facility/Place of Worship (15,000 SF or greater)	--	C	--	C	C	P	P	P	
8. Park, Playground, Outdoor Recreation Areas	S	P	P	P	P	P	P	P	An outdoor recreation facility that may provide a variety of recreational opportunities including playground equipment, playing fields, outdoor tennis and basketball courts, outdoor swimming pools, boat ramps and fishing piers; and areas for passive recreation such as hiking trails, picnic areas and bird blinds.
9. Recreation Facility: Community Based	--	P	--	P	P	P	P	P	A community recreation center that may include one or more of the following: gymnasium; indoor swimming pool; indoor tennis, racquetball, and/or handball courts, and other indoor sports activities. This use includes all not-for-profit organizations chartered to provide community-based recreation services. Does not include commercial health/fitness facilities, which are included under "General Offices and Services."
10. Recreation Facility: Commercial Indoor	--	--	--	--	S	P	P	P	An establishment providing indoor amusement and entertainment services, often for a fee or admission charge, including, but not limited to : bowling alleys, coin-operated amusement arcades, movie theaters, electronic game arcades (video games, pinball, etc.), indoor ice skating and roller skating rinks, pool and billiard rooms as primary uses. Does not include adult-oriented businesses. May include bars and restaurants as accessory uses. Any establishment with four or more electronic games or amusement devices (e.g., pool or billiard tables, pinball machines, etc.) or a premise where 50 percent or more of the floor area is occupied by electronic games or amusement devices is considered an indoor recreation facility; three or fewer machines or devices are not considered a use separate from the primary use of the site.

Table B.3.20. Consolidated Use Table (continued)

Land Use Type	D1 NP	D2 R	D2 CP	D2 GH	D3 GN	D4 MU	D5 VC	D5 GC	Definition
RECREATION, EDUCATION, SAFETY, PUBLIC ASSEMBLY (continued)									
11. Recreation Facility: Commercial Outdoor	--	--	--	--	S	P	P	P	A facility for outdoor recreational activities where a fee is often charged for use. Examples include, but are not limited to, amusement and theme parks; go-cart tracks; golf driving ranges; miniature golf courses; marinas; watercraft rentals; and water parks. May also include commercial facilities customarily associated with the above outdoor commercial recreational uses, including bars and restaurants, video game arcades, etc. Marinas may include marine-related retail (bait and tackle, boat supplies), fuel sales, minor boat repair, and boat storage. This use does not include golf courses or campgrounds.
12. Recreation Facility: Campground	--	S	--	S	S	S	S	S	Form of lodging where guests bring tents, travel trailers, campers, or other similar forms of shelter to experience natural environments. Campgrounds rent two (2) or more pads or spaces to guests. May also include accessory uses such as a camp store, shower/bathroom facilities, and recreational facilities.
13. Ecotourism	S	C	--	C	P	P	P	P	Organized, educational and mainly outdoor recreation with or without lodging that invites participants to learn about and promote ecological preservation, conservation, and sustainability. This use shall include at least two of the following characteristics: 1. Located near or within a wilderness setting, park, or protected area; 2. Interpretive educational program with or without guides; 3. Outdoor activities; or Cultural experiences.
14. School: Public or Private	--	C	--	C	S	P	P	P	A public or private academic educational institution, including elementary (kindergarten through 6th grade), middle and junior high schools (7th and 8th grades), secondary and high schools (9th through 12th grades), and facilities that provide any combination of those levels. May also include any of these schools that also provide room and board.
15. School: Specialized Training/ Studios	--	S	--	S	S	P	P	P	Small-scale facilities that provide individual and group instruction, education and/or training, including tutoring and vocational training in limited subjects, including, but not limited to: the arts, dance, photography, martial arts training, gymnastics instruction, production studios for individual musicians, painters, sculptors, photographers, and other artists, business and vocational schools, and driver education schools.
16. School: College or University	--	--	--	--	S	S	S	S	A facility for post-secondary education that grants associates, bachelors, masters, or doctoral degrees, and may include research functions. Includes professional schools (law, medicine, etc.) and technical colleges.
INFRASTRUCTURE, TRANSPORTATION, COMMUNICATIONS									
1. Airport, Aviation Services	--	S	--	--	--	--	--	--	An airport, runway, landing strip, seaport, or heliport providing accommodations by public, private, or not-for-profit entities for the conveyance of persons from one location to another by airplane, seaplane, helicopter, or other means of aviation. Includes facilities for loading and unloading areas.

Table B.3.20. Consolidated Use Table (continued)

Land Use Type	D1 NP	D2 R	D2 CP	D2 GH	D3 GN	D4 MU	D5 VC	D5 GC	Definition
INFRASTRUCTURE, TRANSPORTATION, COMMUNICATIONS (continued)									
2. Infrastructure and Utilities: Regional (Major)	--	C	--	S	C	C	C	C	Utility facilities that provide County-wide or regional service. Examples include public utility substations; water towers; waste treatment plants; and electrical substations.
3. Parking Facility: Public or Commercial	--	--	--	--	S	P	P	P	A public or commercial parking lot or structure providing parking either for free or for a fee. Does not include towing impound and storage facilities.
4. Transportation Terminal	--	--	--	--	S	P	P	P	A public or commercial site or structure providing access via water ferry or aviation, such as helicopter, to transport people or goods to a mainland location. Parking facilities either for free or for a fee may be included.
5. Waste Management: Community Collection and Recycling	--	C	--	S	C	C	S	S	A site, location, tract of land, or building that may be used for the purpose of collecting all types of residential waste and recyclables that are generated "off site" in the local community to be transported by public or private companies to a waste recycling, transfer or disposal/recovery facility, permitted by South Carolina Department of Health and Environmental Control (SCDHEC) as required. This use includes county collection (convenience) centers.
6. Waste Management: Regional Waste Transfer and Recycling	--	S	--	S	S	S	S	S	Disposal uses including sanitary landfills, construction waste and debris landfills, sludge disposal or storage; and resource recovery facilities, excluding disposal of industrial or radioactive waste materials.
7. Wireless Communication Facility	--	S	S	S	S	S	S	S	Public, commercial and private electromagnetic and photoelectric transmission, broadcast, repeater and receiving stations for radio, television, telephone, data network, and wireless communications, including commercial earth stations for satellite-based communications. Includes antennas, commercial satellite dish antennas, and equipment buildings. Does not include telephone, telegraph and cable television transmission facilities utilizing hard-wired or direct cable connections.
INDUSTRIAL									
1. Manufacturing, Processing, and Packaging – Light (Less than 15,000 SF)	--	C	--	--	S	P	P	P	A facility accommodating manufacturing processes involving less intense levels of fabrication and/or production such as the assembly, fabrication, and conversion of already processed raw materials into products, where the operational characteristics of the manufacturing processes and the materials used are unlikely to cause significant impacts on surrounding land uses or the community. The premises may include secondary retail or wholesale sales. Examples of light manufacturing uses include: artisan / craft product manufacturing; clothing and fabric product manufacturing; furniture and fixtures manufacturing, cabinet shop, media production, photo/film processing lab not accessory to a retail business, printing & publishing, food preparation and packaging, winery, micro-brewery.
2. Manufacturing, Processing, and Packaging – Light (15,000 SF or greater)	--	S	--	--	S	S	S	S	Examples of light manufacturing uses include: artisan / craft product manufacturing; clothing and fabric product manufacturing; furniture and fixtures manufacturing, cabinet shop, media production, photo/film processing lab not accessory to a retail business, printing & publishing, food preparation and packaging, winery, micro-brewery.
3. Mining & Resource Extraction	--	S	--	S	S	S	S	S	Extractive uses such as surface mining for sand, gravel, clay and topsoil and any other such use. Quarrying is not permitted.

Division B.3: Permitted Used and Definitions

Table B.3.20. Consolidated Use Table (continued)

Land Use Type	D1	D2	D2	D2	D3	D4	D5	D5	Definition
	NP	R	CP	GH	GN	MU	VC	GC	
INDUSTRIAL (continued)									
4. Outdoor Maintenance / Storage Yard	--	S	--	S	S	S	S	S	An outdoor storage area for large equipment, vehicles, and/or other materials used by a public agency or a general or specialty contractor; lumberyards; and other industrial outdoor storage uses, excluding salvage operations. May include an accessory office.
5. Warehousing	--	--	--	--	S	S	P	P	Facilities for the storage of furniture, household goods, or other commercial goods of any nature. May include an outdoor storage component, provided that the outdoor storage is not the primary use. Does not include mini-storage facilities offered for rent or lease to the general public (see "Residential Storage Facility") or warehouse facilities primarily used for wholesaling and distribution (see "Wholesaling and Distribution").
6. Wholesaling and Distribution	--	--	--	--	S	S	P	P	An establishment engaged in selling merchandise in bulk quantities to retailers; to contractors, industrial, commercial, agricultural, institutional, or professional business users; to other wholesalers; or acting as agents or brokers in buying merchandise for or selling merchandise to such persons or companies.

Division B.4: Developments Within Rural Areas

Sections:

- B.4.10 Purpose
- B.4.20 Applicability
- B.4.30 Small Lot Cottage Court Subdivisions
- B.4.40 Family Compound Standards

B.4.10 Purpose

The purpose of this Division is to:

- A. Provide standards for the subdivision of rural lands on Daufuskie Island that maintain the character and heritage of the rural lands while allowing to opportunity to provide for small dwellings in a Cottage Court design in Cluster Compounds to provide for affordable housing and housing that will allow the elderly to remain on Daufuskie Island.
- B. Allow long-time rural residents to protect a traditional way of life and provide affordable housing for family members that in turn helps stabilize and preserve the Island's traditional rural communities.

B.4.20 Applicability

The standards found in this Division apply to zones and subzones within D2R district of Transect 2 on Daufuskie Island.

B.4.30 Small Lot Cottage Court Subdivision

- A. **Intent.** The rural small lot subdivision, or also known as the cottage close type of development, is designed to allow landowners of rural lots greater flexibility to subdivide land that is generally not allowed to be subdivided under this Development Code because of the density limitations in the D2R Zone to provide for Cluster Compound developments.
- B. **Applicability.** Use of the rural small lot cottage court subdivision option is limited as identified in Table 2.1.30.A and cannot be transferred to any other parcel.
- C. **Minimum Development Standards for Rural Small Lot Cottage Court Subdivisions.** Rural small lot cottage court subdivisions shall comply with the following:
 - 1. **Parent Parcel.** The parent parcel constitutes the total site. Any development of this type shall require a minimum of a four-acre parent parcel with a maximum parent parcel of eight acres. All residential units or parcels shall be clustered around a courtyard or small access street, and the area not developed shall be preserved and all significant tress saved.
 - 2. **Residential Units or Lots.** The number of lots or units allowed in a rural small lot subdivision is established in Table B.4.30.C. All lots or residential structures shall be clustered within a one or two-acre envelope as shown in Table 2.1.30.A

Table B.4.30.C: Maximum Number of Lots that can be Subdivided from a Parcel of Record Utilizing the Small Lot Cottage Court Subdivision

Parent Parcel Size	Maximum Number of Residential Units	Maximum Area or Envelope to be Developed
4 acres	6	1 acre
6 acres	8	1 ½ acres
8 acres	12	2 acres

D. Restrictions on Future Subdivisions. A note shall appear on all plats for rural small lot cottage court subdivisions specifying the number of remaining by-right lots that can be subdivided from the parent tract should the maximum lots or residential units defined in Table 2.1.30.A not be developed initially. If all by-right lots are subdivided or units constructed, the note shall state that no subdivisions of the parent parcel shall be allowed.

B.4.40 Family Compound Standards

Family compounds shall comply with the following standards

- A. Fifty (50) Years of Ownership.** A single member of the family, multiple members of the family, or an unbroken succession of family members shall own a family compound property for no less than 50 years. All owners of the property shall request the family compound.
- B. Familial Relationship of those Receiving Property and/or Dwelling Unit.** The person(s) for whom the family dwelling units are built, and/or the property subdivided shall be related to the owner of the property by blood, marriage, or adoption.
- C. Property May be Subdivided.** Family compounds shall be developed, and the dwelling units built, or the family compound property may be subdivided and conveyed by the landowner to a family member to build a dwelling unit. Family compounds that are subdivided are limited to the maximum number of units without clustering shown in Table 2.7.40.A.
- D. Family Compound Design.** The family compound shall be designed as follows:
 - 1. Lots or dwelling units may be designed in a conventional form, or as a traditional cluster. For the purposes of this Section, traditional cluster means there must be a minimum of two dwelling units on the parcel and the average distance between dwelling units is no greater than 50 feet.
 - 2. The maximum density that may be achieved on family compounds is outlined in Table 2.1.40.A (Maximum Densities of Family Compounds). This maximum density includes dwelling units and accessory dwelling units.
 - 3. For family compounds that are clustered:
 - a. There is no minimum lot area;
 - b. The minimum separation between dwelling units is 15 feet; and
 - c. A land development plan shall be submitted for approval. See Section 7.2.60 (Land Development Plan). The land development plan shall be drawn to scale

and clearly indicate all property lines and the location of all existing and proposed structures.

4. For family compounds that are not clustered the minimum lot area is one-half acre.

- E. Covenants Required.** Family compounds that are subdivided shall be accompanied by covenants and cross easements, or similar restrictions and reservations, guaranteeing essential infrastructure and 50 feet of vehicular access for each lot.
- F. Septic Systems and Reserve Areas.** No family dwelling unit shall be built unless the appropriate agency has determined that septic systems and reserve areas in the family compound are sufficient to serve all units in the compound.
- G. Leasing.** No family dwelling unit shall be leased for five years from the date of approval unless the lessee is related to the property owner by blood, marriage, or adoption.
- H. Conveyance of Land Approved as Family Compound.** No portion of a tract of land approved as a family compound in accordance with this Section shall be conveyed for five years from the date of approval of the family compound unless the grantee is related to the property owner by blood, marriage, or adoption. This limitation on conveyance shall:
 - 1. Be recorded on the plat of the property, on the plats of any property subdivided and conveyed by the landowner(s) under this Section, and in a database accessible to county staff.
 - 2. Not operate to prohibit actions in foreclosure brought by lenders that are participating in the secondary mortgage market.
 - 3. Not operate to prohibit sale by the county of the entire tract or a portion of it for nonpayment of property taxes.
- I. Affidavit Required.** Applicants must submit a sworn affidavit recorded in the Register of Deeds Office with the following information:
 - 1. There has been no intentional misrepresentation during the application process;
 - 2. There shall be no lease of a family dwelling unit to a nonfamily member within five years of approval; or
 - 3. There shall be no conveyance of any portion of a tract of land granted a dwelling unit or lot under this section to a nonfamily member within five years of approval.
- J. Violations and Enforcement.**
 - 1. A violation of this section shall consist of the following:
 - a. Intentional misrepresentation during the application process;
 - b. Lease of a family dwelling unit to a nonfamily member within five years of approval; or
 - c. Conveyance of any portion of a tract of land granted a dwelling unit or lot under this section to a nonfamily member within five years of approval.
 - 2. Penalties may be waived by the Director if it can be shown that lease or conveyance to a nonfamily member was absolutely necessary to avoid foreclosure on either a family dwelling unit or any portion of a tract granted a dwelling unit under this section.

Division B.4: Developments Within Rural Areas

3. Until the violation has been addressed in accordance with Article 9 (Enforcement), the Director shall not permit additional dwelling units on the family compound or further subdivision under this section in the violator’s family compound.
4. As a condition of approval, the applicant and the person(s) for whom the family dwelling unit is to be built or the property subdivided shall read and sign disclosure forms describing any violations of this section and applicable penalties.
5. A violation shall not have the effect of clouding the title of a parcel subdivided under this Section.

Table B.4.40.D: Maximum Densities of Family Compounds

Minimum Site Area (in Acres)	Maximum Number of Units (with Clustering)	Maximum Number of Units (without Clustering)
Up to 1.00	3	2
2	4	3
3	6	4
4	8	6
5	10	8
6	12	10
7	14	12
8	16	14
9	18	16
10	20	18
Greater than 10	2.0 units per acre	1.8 units per acre

Division B.5: Applicability of the Community Development Code

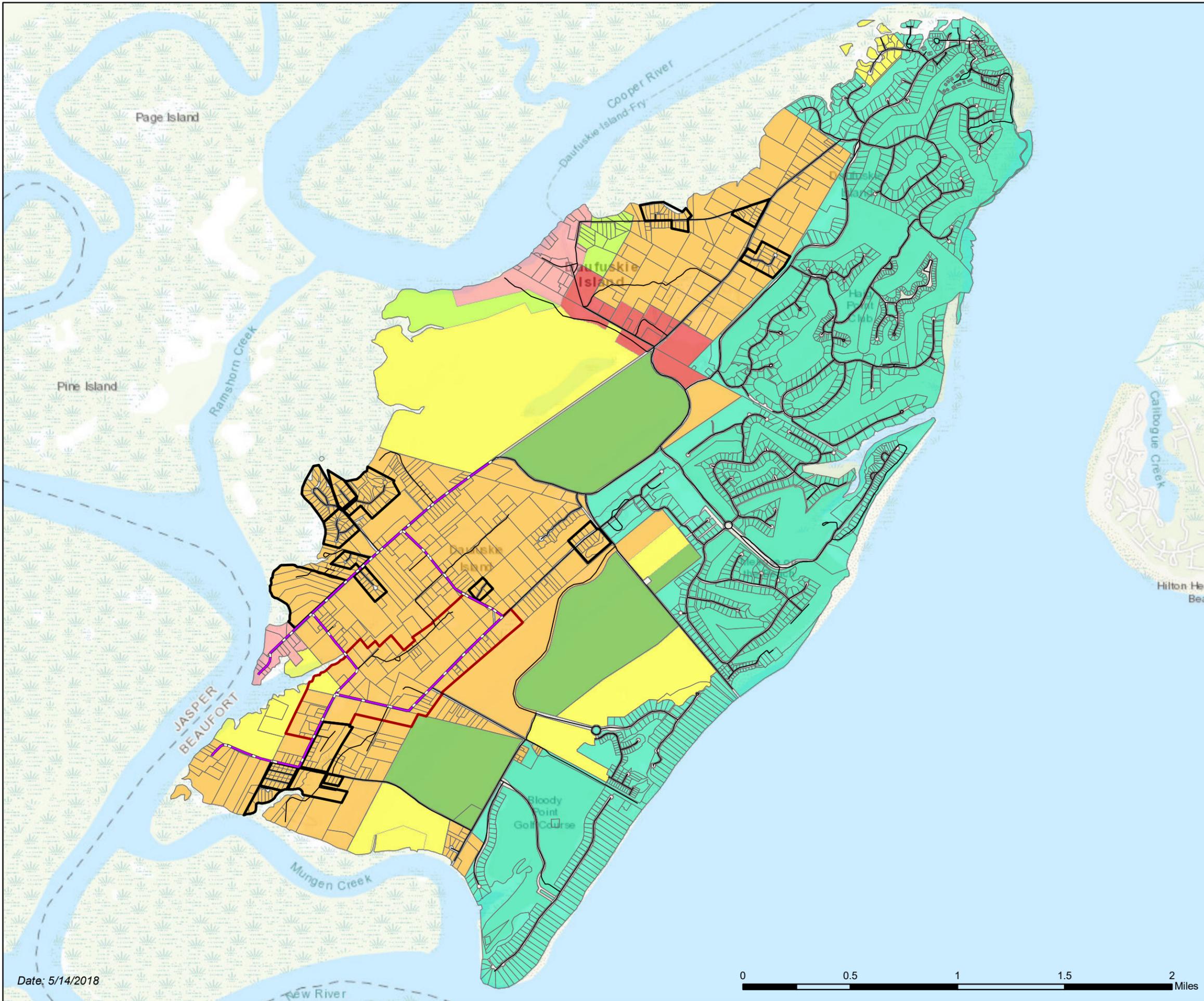
Sections:

B.5.10 Applicability of the Community Development Code

B.5.10 Applicability of the Community Development Code

Table B.5.10 provides a listing of each of the relevant articles and sections of the CDC and their applicability to Appendix B.

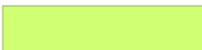
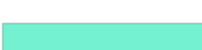
Table B.5.10: Applicability of the Community Development Code	
Article or Division	Applicability to Appendix B
Article 1: General Provisions	Applicable
Article 2: Multi-lot Single-Lot Community Scale Development	Limited Applicable (see below)
Division 2.1: Overview	Applicable
Division 2.2: General to Community Design	Applicable
Division 2.3: Traditional Community Plans	Not Applicable
Division 2.4: Multi-Family Oriented Communities	Not Applicable
Division 2.5: Manufactured Home Communities	Not Applicable
Division 2.6: Commercial Oriented Communities	Not Applicable
Division 2.7: Developments within Rural Areas	Not Applicable
Division 2.8: Civic and Open Space Standards	Applicable
Division 2.9: Thoroughfare Standards	Applicable
Division 2.10: Transfer of Development Rights	Not Applicable
Article 3: Specific to Zones	Not Applicable
Article 4: Specific to Use	Limited Applicable (see below)
Division 4.1: Specific to Use	Applicable
Division 4.2: Accessory Uses and Structures	Applicable
Division 4.3: Temporary Uses and Structures	Not applicable
Article 5: Supplemental to Zones	Limited Applicable (see below)
Division 5.1: Building Type Standards	Applicable
Division 5.2: Private Frontage Standards	Applicable
Division 5.3: Architectural Standards and Guidelines	Section 5.3.30.B is applicable.
Division 5.4: Fences and Walls	Applicable
Division 5.5: Off-Street Parking	Applicable
Division 5.6: Sign Standards	Applicable
Division 5.7: Exterior Lighting	Applicable
Division 5.8: Landscaping, Buffers, and Screening Standards	Applicable
Division 5.9: Neighborhood Compatibility Standards	Not Applicable
Division 5.10: Historic Preservation	Applicable
Division 5.11: Resource Protection Standards	Applicable
Division 5.12: Stormwater Standards	Applicable
Article 6: Subdivision and Land Development	Applicable
Article 7: Procedures	Applicable
Article 8: Nonconformities	Applicable
Article 9: Enforcement	Applicable
Article 10: Definitions	Applicable



Zoning Classifications

Daufuskie Island, SC

Zoning Classifications

-  DI-2R
-  DI-3E
-  DI-4SU
-  DI-5GC
-  DI-5VC
-  DI-6PUD
-  DI-IP

Subzones

-  DI-2R-GH
-  DI-2R-CP
-  DI-HCO Overlay District

Legend

-  Roads
-  Parcels



Note: All platted subdivisions approved by Beaufort County may not be shown

