

EE-6A

AIRPORT JUNCTION PUD  
ILLUSTRATIVE MASTER PLAN

**Omitted Intentionally. The Illustrative Master Plan initially submitted with the original Development Agreement was conceptual only, and such plans are no longer required by the UDO. The Master (Regulating) Plan governs.**

EE- 7

THOROUGHFARE STANDARDS

Private Roads. Right-of-Way and Pavement Widths

The Airport Junction street system will be constructed by the Developer to City of Beaufort standards. They may remain private or be dedicated to the City of Beaufort. All streets will be designed by a Professional Engineer licensed in the State of South Carolina with experience in roadway design and will be engineered to meet the paving, safety, and drainage goals of the City. They shall have a surface designed for the soil conditions. Low speed limits and traffic mitigation devices may be employed. All two-way streets that are the primary or sole access to a lot must have a minimum pavement width of 20 feet.

There may be several types of streets, including, but not limited to, the following:

<u>Type</u>	<u>Pavement Width</u>	<u>Right-of-way Width</u>
Road	20 feet	50 feet
Small Road	18 feet	40 feet
Alley	12 feet	20 feet
Pedestrian Path	5 feet	12 feet

Minimum ROW width: 40 feet

Minimum two-way street pavement width: 20 feet

Minimum street pavement width (non alley): 18 feet

Minimum alley pavement width: 12 feet

## **Street Sections**

The street sections may include, subject to approval by the City, the following types:

- a) curb and gutter (rolled over type or header type)
- b) roadside swales
- c) inverted crowns
- d) cross slopes
- e) pervious paving (all weather surface)

The actual design will be based on use and site specific conditions.

## **Curb Cuts**

Curb Cuts are shown on EXHIBIT EE-6.

Curb Cut is defined as access to an existing thoroughfare via roads and driveways internal to the development.

1- Maximum number of Curb Cuts along Sea Island Parkway shall be five , i.e., two for the northern 26.20 acre parcel and three for the southern 14.57 acre parcel. They shall be located as described in notes 2, 3 and 4 below, and as shown on the Master Plan.

2- Curb Cut #1 shall align across Sea Island Parkway with Airport Circle. The Parties agree that this new four-way intersection shall be signalized.

3- Curb Cuts #2 and #3 shall align across Sea Island Parkway from one another and be at least 500 feet to the east from the existing intersection of Airport Circle and Sea Island Parkway. Signalization of this intersection shall be supported by the Parties when DOT approves.

4- Curb Cuts #4 and #5 shall be located approximately in their current locations.

5- Maximum number of Curb Cuts along Airport Circle shall be five.

6- Maximum number of Curb Cuts along Lost Island Road shall be two.

Curb cuts shown on the Master Plan (EXHIBIT EE-6) are hereby approved by the City.

## **EE-8**

### **ROADWAY PLAN**

#### **Access and Streets**

Roadways will be commonly owned and maintained by a Community Association, unless dedicated to the City of Beaufort.

The PUD Master Plan has been reviewed by the South Carolina Department of Transportation (SCDOT).

1. The project is accessed from U. S. Highway 21; Airport Circle; and Lost Island Road.
2. The project encompasses approximately 975' of frontage on the north side and approximately 1698' of frontage on the south side of U. S. Highway 21.
3. The project will have approximately 1.0 miles of roads.

Proposed roads displayed on the PUD Master Plan are schematic and conceptual only.

## **EE-9**

### **PARKING AND LOADING REQUIREMENTS**

#### **Parking Amounts**

<u>Land Use</u>	<u>Spaces Required</u>
Residential	1 per unit
Institutional	1 per 400 square feet
Office+Retail	1 per 300 square feet
Motel/Inn	1 per room
Industrial	1 per 10,000 square feet (warehouse space) 1 per 300 square feet (office space)

#### **Shared Parking**

Spaces required can be on and off street. Two or more uses may utilize a joint or combined area in order to comply with parking requirements, provided that the total

number of spaces available in such combined area is not less than 20% of the total sum of spaces otherwise required for each use separately computed.

**Parking Specifications**

No off-street parking or maneuvering area shall be located in any public ROW. Excluding aisles, maneuvering space, turnaround space, and drives, each required parking space shall be:

9' x 18'	at 90 degrees
8' x 20'	when parallel
9' x 19'	when diagonal

**EXHIBIT FF**

**PERTAINING TO THE**

**UPPER CANE ISLAND TRACT**

**FF-1**      **DESCRIPTION OF UPPER CANE ISLAND**

Upper Cane Island is located on the Intracoastal Waterway, four miles southeast of the City of Beaufort, South Carolina. It is one of a chain of islands located on the southern reach of Lady's Island, South Carolina, including Cat Island, Lower Cane Island, and Gibbs Island. The islands are linked by South Carolina Highway 129 (Islands Causeway). The property is located within the zoning jurisdiction of the City of Beaufort.

The property is shown on EXHIBIT C of the Upper Cane Island Development Agreement dated August 8, 2000, on a Plat showing "Location of DHEC-OCRM Critical Line and Wetlands Locations", prepared for Flora G. Trask, Upper Cane Island, Beaufort County, South Carolina, dated 10/23/1995, revised through 2/13/1996, containing approximately 217.90 acres, more or less, prepared by David E. Gasque, R.L.S., S. C. Registration Number 10506.

Said Plat contains two sheets. The property includes five hummocks/islands as shown on said Plat: four of said hummocks are shown on Detail "B" – "B1" on Sheet Two of said Plat; the fifth hummock is shown on Sheet One of said Plat (see Plat dated January 11, 1999 accompanying aforementioned EXHIBIT C) together with an island containing approximately 9.97 acres located near the southwest corner of Upper Cane Island, as shown on Detail "A" – "A-1" on Sheet two of said Plat.

The total acreage of the Tract is approximately 227.87 acres, more or less.

**FF-2 LAND USE SUMMARY CHART**

USE		DENSITY	ACREAGE	DWELLING UNITS	% OF TOTAL ACREAGE	COMMERCIAL/ CIVIC SQUARE FOOTAGE
VILLAGE CENTER	MIXED USE	2.5	39.09	99	17.2	185,000
VILLAGE GENERAL	RESIDENTIAL/ CIVIC	3.01	71.42	220	31.3	
VILLAGE EDGE	RESIDENTIAL/CIVIC	.65	117.36	76	51.5	
OPEN SPACE			45			
TOTAL	GROSS	1.73	227.87	395	100%	185,000
	NET	2.17	182.27			

Commercial/civic square footage may be converted to residential dwelling units at a rate of 800 square feet to 1 residential dwelling unit, up to a maximum of 50 additional dwelling units beyond the 395 units as set forth in the Land Use Summary Chart above.

## FF-3

### PERMITTED USES

Land use categories are designated on the Land Use Summary Chart (EXHIBIT FF-2 and the PUD Master Plan (EXHIBIT FF-13). Upper Cane Island is a mixed use development, combining one or more residential and/or commercial uses.

The Upper Cane Island Tract shall be permitted the following uses:

1. Community recreational uses including, but not limited to: tennis courts, swimming pools, playing fields, lawn bowling, croquet, horse stables, riding trails, canoeing and fishing facilities, gardening plots; docks, recreational support facilities (such as maintenance sheds and shade structures), recreational vehicle parking, boats and trailer parking; pedestrian paths, wildlife observation platforms, security and maintenance facilities associated with common areas, areas for outdoor recreation and scenic and natural preservation; and other active and passive recreational uses compatible with the designated areas.
2. Civic and institutional uses including, but not limited to: indoor recreational buildings, community offices, community offices, maintenance for recreational buildings and facilities; public or private facilities such as fire stations and ambulance stations, rest stations, day care centers, recycling centers, hospital facilities; shops for maintenance and related services of the community; church, school, library, post office, and cemetery uses; gazebos, statuary; docks, landings; and other uses related to the needs and welfare of the community.
3. Agricultural uses and silvicultural uses.
4. Open space uses including, but not limited to: all community, recreational, agricultural, and silvicultural uses listed above; activities and facilities in all areas permitted by the U.S. Army Corps of Engineers and SCDHEC/OCRM; disposal of reclaimed water as permitted by SCDHEC; outdoor recreation and scenic and natural preservation; parks, playgrounds, trails, community-owned facilities, bridges, footbridges, pedestrian paths, boardwalks, wildlife observation platforms, private docks, bulkheads, erosion control structures; community canoe, kayak, bateau, and sailboat racks and storage structures; lagoons, ditches, retention/detention areas for drainage systems; stormwater control; easements.
5. Rights-of-way uses including the following: accessways such as roads, streets, lanes, and alleys; utilities and related facilities including, but not limited to, power, telephone, water, sewer, drainage, telecommunications; landscaping, signage, irrigation, bike trails, paths.
6. Residential uses including single family dwelling units, detached or attached; all uses allowed in R1, R-2, and R-3; all uses allowed in GR, General Residential District; nursing home, retirement home, assisted living facility; real estate sales, development, and administrative offices; model homes.

7. Commercial uses including all uses allowed in Sections 5-6047 (CC core commercial district), 5-6049 (OC office commercial district), and 5-6058 (MUG mixed-use general district); hospitality facilities, such as bed and breakfast, inn, hotel; eating or drinking establishments; professional office buildings; commercial recreation facilities; all uses allowed in CCI; campgrounds; neighborhood convenience store including gasoline pumps (two sets); animal hospital; kennels; equestrian center, paddocks, stables.
8. Any land use which is allowed under this Agreement shall be construed to also include any other land use within the same four (4) digit NAICS category as the allowed land use, unless such other use is specifically prohibited by the UDO.

#### **FF- 4            ACCESSORY USES**

Accessory uses within the boundaries of the Tracts will be governed by the Developer and the Community Association(s) through the use of Covenants and Architectural Control Committee(s). In addition to the principal uses (as recited in EXHIBIT FF-3); the following accessory uses are permitted:

- All accessory uses listed in Section 5-6111.
- Accessory dwelling unit
- Customary home occupations
- Fences, hedges, walks
- Guest accommodations, attached or detached (single family)
- Living quarters for caretakers, servants or relatives
- Accessory off-street parking and loading
- Accessory signs (subject to ACC approval)
- Storage of recreational equipment
- Storage of refuse or waste normally associated with residential use
- Child's playhouse
- Greenhouse
- Temporary construction facilities
- Garage or carport
- Driveway parking

## **FF-5**      **DENSITY**

The overall density proposed is approximately 1.73 Dwelling Units per gross acre. The net density proposed is approximately 2.17 Dwelling Units per net acre. Net Acreage proposed is approximately 182.27 acres.

Net acreage is defined as that acreage which remains after the deduction from total gross acreage of open space and easements for existing utilities, roads, and ditches. All remaining uplands, wetlands, and marshes are included in the net acreage for density calculations.

## **FF-6**      **DESIGN STANDARDS AND DEVELOPMENT STANDARDS**

Site Planning Parameters are illustrated by EXHIBIT FF-13.

### **Definitions**

**Commercial** – Commercial square footage shall be defined as all uses listed in EXHIBIT FF-3, paragraph 7, including, but not limited to: a) hotel and hotel condominium space and associated ancillary uses such as spa, restaurant, and gym; b) retail and office space located outside a hotel/spa complex and serving the daily needs of the residents; c) assisted living facilities and other “aging in place” facilities; d) animal hospitals and kennels; and e) equestrian centers.

**Residential** – includes multi-family, duplexes, attached and detached single family, assisted living units, and other customary residential uses.

**Garage Apartments** shall only occur on detached residential lots and shall not count toward the residential unit maximum. Minimum Garage Apartment size shall be 550 square feet.

Dwelling units may be located in Village Center, Village General, and/or Village Edge, as those areas are indicated on the Master Plan (EXHIBIT FF-13) and may be transferred between the areas.

**Civic Space** – property set aside for institutional and community uses, for example, worship, learning, gathering, fire safety. Civic uses may be located within either Village Center or Village General.

**Recreational** – includes community recreation uses, for example, tennis courts, playing fields, horse riding facilities. May be counted as Open Space.

**Agricultural** – farming, silviculture, landscape nursery. May be counted as Open Space.

### **1. Uses and Amounts**

The Original Upper Cane Island PUD dated August 8, 2000, shall be extended under the terms and conditions herein depicted in the 2000 Development Agreement, except that EXHIBIT FF attached to this 2011 Amendment shall govern over any inconsistent or conflicting provisions and standards of the 2000 Development Agreement or its EXHIBITS.

The Upper Cane Island PUD Master Plan depicted in EXHIBIT FF-13 of this 2011 Amendment and Consolidated Development Agreement is the Regulating Plan. The Regulating Plan shows 395 residential units and 185,000 square feet of commercial/civic square footage for the Upper Cane Island PUD. This is a reduction of 100 dwelling units and 100,000 square feet of commercial/civic space from the Original 2000 Upper Cane Island PUD Master Plan which allowed 495 Residential Units and 285,000 square feet of commercial/civic space.

Hotel/Spa/Restaurant – 95,000 square feet maximum

Minimum Building Size – 800 square feet

Maximum Building Size – 65,000 square feet

Office/Retail space outside a hotel/spa complex serving the daily needs of the residents shall not exceed 25,000 square feet.

Civic – 65,000 square feet maximum

Maximum building Size – 15,000 square feet

All subdivided lots shall have legal access and frontage via public or private streets.

New buildings will comply with the current City of Beaufort Building and Life Safety Codes.

Water and sewer is available to this property in accordance with BJWSA.

## 2. Lot Specifications

- Office/Retail - minimum lot width: 50 feet  
- minimum lot depth: 50 feet
- Residential - minimum lot width: 20 feet  
- minimum lot depth: 50 feet
- Civic - no minimum or maximum lot width or depth

## 3. Lot Coverage

Lot Coverage shall be calculated as a single total expressed as a percentage and is defined as all enclosed space covered on a lot by both pervious and impervious materials, with the exception of sidewalks, paved areas, decks, and patios which do not count in lot coverage calculations. Impervious site coverage requirements will be based on the area of the entire PUD and not site specific.

## 4. Building Height

Building height for residential structures will be measured from Finished Grade to Mean Roof Height with maximum building height of 50 feet.

Non-residential structures shall have a height limitation of 50 feet, provided that conditions for construction as stated by the Fire Chief are strictly followed.

Church steeples may not exceed 100 feet.

## 5. Setbacks

All buildings shall be set back a minimum of 15 feet from the PUD perimeter line. (See also BUFFERS).

No internal lot setbacks are required for buildings. Porches, awnings, and similar architectural projections shall be permitted to extend past the lot lines into streets or open spaces, provided easements are granted by the property owner encroached upon.

Setbacks from freshwater wetlands shall be a minimum of 20 feet.

Setbacks from the SCDHEC-OCRM salt water critical line -- the tidal area setback -- shall be 30 feet.

The following structures/activities shall be permitted in the tidal area setback: paths, decks, steps, gazebos, yard sculpture and furniture, docks, erosion control devices (excluding storm water ponds), and any other elements linked to the critical area which are permitted by

OCRM. Indigenous vegetation removal in the tidal area buffer shall be limited to that necessary to provide for a structure/activity permitted in this paragraph and to provide for reasonable sight lines.

## **6. Buffers**

There shall be a vegetated buffer within the entire 10 foot perimeter of the PUD property. Entry roads/driveways are permitted to cross the buffer.

There shall be no requirement in this Agreement for internal buffering or screening between different portions of the Real Property, nor any requirement as to the necessity of, composition of, layout of, and location of any other buffers, buffer yards, and screening within the Real Property except that all service and loading areas shall be screened from private or public roads and parking by walls, fencing and/or vegetation.

A minimum twenty (20) foot buffer will be established bordering the OCRM salt water critical line as well as areas designated as Freshwater Wetlands by the US Army Corps of Engineers. Buffers adjacent to the tidal area setback are governed by the setback, not by buffer requirements, as provided below:

The following structures/activities shall be permitted in the tidal area buffer: paths, decks, steps, gazebos, yard sculpture and furniture, docks, erosion control devices (excluding stormwater ponds), and any other elements linked to the critical area which are permitted by OCRM. Indigenous vegetation removal in the tidal area buffer shall be limited to that necessary to provide for a structure/activity permitted in this paragraph and to provide for reasonable sight lines.

## **7. Open Space**

Open space is defined as Land not developed for private use. The minimum required open space for the Upper Cane Island PUD is 20%.

Open space shall be calculated within the overall boundary of the PUD and not site specific. Open Space includes the following: Agriculture, Silviculture, landscape nursery, Parks, Squares, Plazas, drainage easements, utility easements, stormwater facilities and other engineering infrastructure, Civic Buildings along with their accompanying parking, grassed shoulders for streets and parking areas, and buffers as well as retention ponds and freshwater wetlands, as well as. Open Space set aside for parks and squares shall retain to the extent practical existing specimen trees if present, in accordance with PUD design standards.

Of the Open Space planned for Upper Cane Island, an appropriate amount of linear feet (not necessarily contiguous) shall be marsh and/or water frontage, privately accessible to the residents of Upper Cane Island, to provide for reasonable vistas. For purposes of clarity, Cat Island shall be the benchmark.

#### **8. Site Parameters for Commercial and Civic Uses**

The approximate location of civic and commercial uses at Upper Cane Island is indicated on the PUD Master Plan. Commercial uses are restricted to areas designated on the PUD Master Plan as Village Center. See EXHIBIT FF-13 and Paragraph 24 of the Original 2000 Development Agreement, as modified by Paragraph 29 of the 2011 Amendment. The ultimate number of residents and their guests will be the final determining factor in the actual size and type of civic and commercial buildings on the island.

Civic and Commercial square footage combined shall not exceed 185,000 square feet.

Civic and Commercial square footage is transferable from one use to the other without limitation (i.e., Civic to Commercial and vice versa), provided the combined maximum of 185,000 square feet is not exceeded.

Civic and Commercial square footage shall be convertible to residential Dwelling Units (single family, duplexes, multi-family) at the rate of 800 square feet of commercial/civic equal to 1 residential dwelling unit, up to a maximum of 50 units. These converted dwelling units are in addition to the maximum residential density of 395 units as set forth in the Land Use Summary Chart (EXHIBIT FF-2). Civic uses may be located within either Village Center, Village General, or Village Edge.

#### **9. Signage**

Signs shall only be permitted for non-residential uses. Any sign not affixed to a building shall be ground mounted and not exceed 4 feet in height and 24 square feet. Signs may be externally illuminated or internally illuminated. All signs on the Project shall be governed by the Covenants and the ACC, except for commercial signs fronting Islands Causeway, which shall comply with City sign regulations.

#### **10. Covenants**

The Developer will record in the office of the Beaufort County Register of Deeds a Declaration(s) of Covenants (DC) for any particular subdivision no later than the final approval of a subdivision plat. The DC will address all applicable restriction issues, establish an Architectural Control Committee (ACC) and provide for the long term ownership of Common Property by a Community Association (CA). Covenants may be recorded for any phase or portion of the PUD. They may function as the basic rules of the parcels as they

relate to the continuity of common interaction. They will be tailored to respond to the different needs and special characteristics of the various parcels. The Covenants may provide that Design Standards shall be in accordance with the rules, regulations, and guidelines as promulgated by the ACC applicable to such parcel, phase or portion, provided such achieve the design standards of this EXHIBIT FF-6.

#### **FF-7     ARCHITECTURAL DESIGN**

In accordance with Article K, Section 5-6201, the architecture at Upper Cane Island shall be “harmonious with the natural and man-made assets of the Lowcountry”. Materials such as metal, stucco, and wood may be employed to blend with existing neighboring agriculture and industrial structures. The ACC shall have the right to determine the size, configuration, and aesthetics of all structures and improvements on the Real Property, including, but not limited to, building design, site planning, outside lighting, mailboxes, docks, and landscaping.

#### **FF-8     SITE LIGHTING**

Site Lighting will be subject to review for conformity to minimum standards to be developed by the ACC, which will provide at least the same excessive lighting protections as those in the City. Lighting restrictions will be expressed as a covenant in the deeds conveying portions of the subject property. Parking lots and vehicular use areas shall be lighted. Lighting fixtures shall be part of the overall project design and will require ACC approval.

#### **FF-9     DOCKS AND BULKHEADS**

Docks, bulkheads, seawalls and other structures and uses requiring a permit from the U.S. Army Corps of Engineers and/or SCDHEC/OCRM shall be located and configured as prescribed by those agencies and by the ACC. No City ordinance relating to same shall be applicable. Docks as shown on the Master Plan are conceptual and are not intended to accurately depict the final number or location of docks.

#### **FF- 10     AMENITIES**

The types of amenities considered appropriate and which may be developed on the Tract include, but are not limited to, the following: civic buildings and structures, chapels, cemeteries, tennis courts, swimming pools, playing fields, lawn croquet, horse stables, riding trails, pedestrian paths, wildlife observation platforms, boat landings, boat storage

areas (including dry stack storage), canoeing and fishing facilities, community docks, gardening plots, meeting facilities, banquet facilities, fitness facilities, hobby facilities, recreational support facilities such as maintenance sheds and shade structures, areas for outdoor recreation and scenic and nature preservation, and all other areas of active and passive recreation compatible with uses in the Development.

Amenities to serve community residents will be developed as the growth of the community allows and dictates. The Developer makes no commitment to provide any amenity. The Developer, however, reserves the right to provide amenities and to convey them to a Community Association, or other suitable entity, which shall become responsible for the upkeep and maintenance of the conveyed amenities. The Developer may choose to absorb the full cost of a given amenity or to share the cost with a Community Association or other suitable entity. The Developer may also elect to donate land to the Community Association for an amenity site, which the Community Association may then develop and maintain.

Property Owner may install sidewalks, bike trails, or other leisure trails or paths, and the Property Owner may construct them in the manner, location, and configuration, as Property Owner sees fit. The City agrees that nothing in this Agreement or within any ordinance or the City shall be interpreted or construed to require the construction of sidewalks, bike paths, or other leisure trails, or to govern the manner or their construction, their location, or configuration.

## **FF-11      TREES**

The Upper Cane Island Covenants and Design Standards meet or exceed the City tree protection standards and shall be enforced by the Developer and the Upper Cane Island Architectural Control Committee. The Covenants and Design Standards are contained in EXHIBITS Y and M respectively of the 2000 Development Agreement.

Specimen trees on Upper Cane Island include Live oak, Southern magnolia, Palmetto, Sweet bay, American holly, Southern cherry, Chinese poplar, Hickory, and Loblolly bay. All specimen trees with a DBH of eight inches or greater to be removed from the perimeter buffer shall require the approval of the Administrator in accordance with Article 7.3 of the UDO. Hardwood trees with a diameter of twenty-four inches or greater at breast height shall require the approval of the Administrator in accordance with Article 7.3 of the UDO.

Except for lands used for agriculture or silviculture, and subject to the provisions of this Agreement regarding continuing agriculture and silviculture operations (which shall be controlled by State regulations and best management practices), the Development will comply with the Cane Island Retreat Covenants and Design Standards in regard to the protection, removal and mitigation of specimen trees and native vegetation.

Tree removal, bush-hogging, and landscape waste disposal or burning related to site preparation and lot clearing shall be governed by the Developer or the ACC in accordance with City and DHEC regulations.

**FF-12      LANDSCAPING**

Development will comply with the provisions of the Upper Cane Island Covenants (EXHIBIT Y of the 2000 Development Agreement) and the Upper Cane Island Design Standards (EXHIBIT M of the 2000 Development Agreement) in regard to screening, buffering, erosion control, plant material, and overall preservation and maintenance of landscaping. There shall be a vegetated buffer within the entire 10 foot perimeter of the PUD property.

For off street parking, a minimum of one shade tree for every 12 parking spaces shall be provided.

**FF-13                      UPPER CANE ISLAND PUD**  
**MASTER PLAN**  
**REGULATING PLAN**

The Upper Cane Island Planned Unit Development is planned as a mixed use development, combining one or more residential and commercial uses. The Master Plan is the Regulating Plan.

The Upper Cane Island PUD Master Regulating Plan is a conceptual, schematic design intended to depict current planning in respect to roads, water, sewer, drainage systems, buffers, setbacks, building types, and land uses. The developer reserves the right to modify this plan in response to the future needs of tenants and purchasers, innovations in the techniques of development, changing financial conditions, or the safety, health, and welfare of the public. Any depicted property lines, tract dimensions, acreages, right of way locations, or narrative descriptions are approximate and subject to adjustment. For specific commitments, see Paragraph 24 of the Original 2000 Development Agreement, as amended by Paragraph 29 of the 2011 Amendment, and refer to recorded plans, covenants, and restrictions in the office of Beaufort County Register of Deeds.

EXHIBIT FF-13

Upper Cane Island Master Plan

The Upper Cane Island PUD Master (Regulating) Plan (EXHIBIT FF-13) depicts the approximate areas for a mixed use "village" containing a maximum of 395 dwelling units and 185,000 square feet of civic/commercial space (plus up to 50 additional residential dwelling units converted civic/commercial square footage). Areas have been delineated as Village Center, Village General and Village Edge, corresponding to the categories in the Land Use Summary Chart, EXHIBIT FF-2. The locations of Commercial uses, including a site to be dedicated to the City of Beaufort for a Fire Station, shall be within the Village Center areas shown on the Master Plan. Civic and residential uses may be located throughout the entire Tract in both Village Center, Village General and Village Edge areas.

The plan may be modified by the Developer to reflect development constraints or opportunities, as well as to incorporate superior design and land use ideas that may be conceived subsequent to initial design, provided that the development and design parameters set herein are respected and the general concept of development suggested by the Master Plan is followed. Any modification involving a lowering of Residential density or Commercial/Civic intensity (i.e., a reduction in allowable square footage) shall be considered by the City as a minor modification, not a significant change as provided for in Paragraph 24 of the Development Agreement, as amended by Paragraph 29 of the 2011 Amendment, and shall not require a public hearing and/or PUD amendment. The conversion of commercial/civic square footage to residential dwelling units at a rate of 800 square feet to 1 residential dwelling unit, up to a maximum of 50 additional dwelling units beyond the 395 units as set forth in the Land Use Summary Chart (EXHIBIT FF-2), is also a minor change.

The types of neighborhoods currently envisioned for the Upper Cane Island Tract include, without limitation, the following:

- a traditional residential village with varying sized lots bordering streets laid out in a grid pattern;
- a commercial village center;
- a neighborhood of clustered mixed-use units;
- a conventional style neighborhood with cul-de-sacs;
- a contemporary "tree house" neighborhood;
- a retirement village
- a hotel, restaurant complex
- a corporate retreat
- a wellness complex
- any type of neighborhood compatible with the intent of the PUD Master Plan.

The implementation of the village on Upper Cane Island will be administered by the Developer and its successors and assigns through the use of Covenants and an Architectural Control Committee.

**FF-14 UPPER CANE ISLAND ILLUSTRATIVE MASTER PLAN**

Deleted Intentionally. The Illustrative Master Plan initially submitted was conceptual only, and such plans are no longer required by the UDO. The Regulating Plan governs.

**FF-15 PHASING**

The estimated time to full build-out of Upper Cane Island is in excess of twenty (20) years from this date. The Developer will phase in infrastructure and community facilities as growth and economic activity allow. Utilities will be planned, designed, and sized for build-out of the total PUD.

Flexibility must be allowed to the Developer as to the exact sequence and timing of individual development phases in recognition of the fact that long term mixed-use developments respond to variable market conditions. Subsequent phases will occur in increments determined by buyer preferences, market conditions and direction of growth, and shall be at the discretion of the Developer.

A phase may consist of any Parcel, any part of a Parcel or any combination of Parcels. Any phase may represent a separate neighborhood or part thereof possessing its own sense of identity as dictated by architectural themes, community needs, covenants and restrictions, and the natural features of the Parcel.

Although it is not possible to predict with accuracy the exact sequence of the phasing or the precise Parcels that will comprise a particular phase, the following development schedules reflect the currently expected commencement dates, the currently anticipated interim completion dates for the various phases, and the currently anticipated Parcels that may comprise each phase:

<b>PHASE</b>	<b>PARCELS</b>	<b>COMMENCEMENT DATE</b>	<b>INTERIM COMPLETION DATE</b>
<b>I</b>	<b>Village Center</b>	<b>2014</b>	<b>2021</b>
<b>II</b>	<b>Village General</b>	<b>2015</b>	<b>2020</b>
<b>III</b>	<b>Village Edge</b>	<b>2016</b>	<b>2022</b>

The development to occur pursuant to the above schedules includes the development of the infrastructure, roads, subdivision of lots, facilities and other improvements. The exact

order of development, as well as the development phase timing sequence and completion dates may change at the Developer's discretion.

## **FF-16      THOROUGHFARE STANDARDS**

The street system will be constructed by the Developer to the City of Beaufort standards. They may remain private or be dedicated to the City of Beaufort. All streets will be designed by an experienced Professional Engineer licensed in the State of South Carolina. The actual designs will be based on use and site specific conditions.

There may be several types of streets, including the following:

Type	Pavement Width	Right-of-way Width
Large Drive	20 feet	50 feet
Drive	18 feet	50 feet
Small Drive	18 feet	40 feet
Street	18 feet	40 feet
Wide Lane	16 feet	24 feet
Alley	12 feet	20 feet
Lane	10 feet	20 feet
Pedestrian Path	5 feet	8 feet

### Street Sections:

Street sections may include, at the discretion of the Developer, the following types and features:

- a) curb and gutter (rolled over type or header type)
- b) roadside swales
- c) inverted crowns
- d) cross slopes
- e) pervious pavers
- f) speed bumps and speed platforms

The actual design will be based on use and site specific conditions. Final street design will incorporate design turning radii of current Beaufort City Fire equipment.

## **FF- 17      DRAINAGE REQUIREMENTS**

The Owners and Developers shall abide by all provisions of federal and state laws and regulations, including those established by the South Carolina Department of Health and Environmental Control, the South Carolina Office of Ocean and Coastal Resource Management, and their successors, for the handling of storm water. In order to protect water quality of the rivers and creeks, the Owners and Developers shall construct storm water drainage systems in accordance with plans approved by DHEC and OCRM, and maintain the systems allowing for proper operation and function. In order to meet the water quality and anti-degradation goals which are impacted by impervious surfaces, the Owners and Developers commit to design storm water management systems in such a way that the storm water quality delivered to the receiving waters is appropriately mitigated through Storm Water Best Management Practices, as determined by engineering design calculations. All Storm water runoff and drainage system improvements will be constructed by Owner or Developers and maintained by Owner, Developers and/or Owners Association (s), unless such are dedicated to a public entity which accepts maintenance and/or installation responsibilities. The City or County will not be responsible for any construction or maintenance costs associated with the drainage system within the Property, unless it specifically agrees to such. In conjunction with the storm water requirements as committed to by Owner in Paragraph 21 (a) of the Development Agreement, Developer and any Secondary Developers shall adhere to any and all future ordinances or regulations of the City governing detention, filtration, and treatment of storm water for any undeveloped areas of the Property, provided those ordinances and regulations apply City-wide uniformly to properties with similar hydrological characteristics, and are based on acceptable scientific principles and the best available information; provided further, nothing herein shall be construed as preventing the Owner, Developer or its successors and assigns from challenging the validity of the standards under the Act. It is specifically agreed however, that any such future ordinances of the City that directly or indirectly affect the residential density, commercial intensity, setback, buffer or open space requirements permitted pursuant to the Zoning Regulations shall apply only to new phases, developed after the passage of such new laws, and not to previous phases of development. Further, as to new phases where the residential density, commercial intensity, setback, buffer or open space would be affected by application of such future ordinances, the Developer and the City will in good faith collaboratively design the stormwater system, utilizing such Best Management Practices that will maintain the density, commercial intensity, setbacks, buffers, open space and similar aspects of the PUD, while protecting the receiving waters to the best extent practical.

**FF- 18**

**PARKING AND LOADING REQUIREMENTS**

**Parking Amounts**

<u>Land Use</u>	<u>Spaces Required</u>
Residential	2 per unit
Institutional	1 per 400 square feet
Office+Retail	1 per 300 square feet
Motel/Inn	1 per room
Spa	1 per 400 square feet

**Shared Parking**

Spaces required can be on and off street within the PUD. Two or more uses may utilize a joint or combined area in order to comply with parking requirements, provided that the total number of spaces available in such combined area is not less than 20% of the total sum of spaces otherwise required for each use separately computed.

**Parking Specifications**

No off-street parking or maneuvering area shall be located in any public ROW. Excluding aisles, maneuvering space, turnaround space, and drives, each required parking space shall be:

9' x18'	at 90 degrees
8' x 20'	when parallel
9' x 19'	when diagonal

**FF-19**

**SEWER and WATER**

Sewer and water availability shall be in accordance with Beaufort Jasper Water and Sewer Authority requirements.

**FF-20**

**EFFECT OF CONCEPT PLAN**

The Development Standards of this Development Agreement dictate the amount, use and the approximate disposition of development on the property. Specific commitments include the amount of land set aside for open space/conservation, the proposed approximate locations of driveway access and sign locations. The Upper Cane Island PUD Master (Regulating) Plan has been developed (see EXHIBIT FF-13) depicting areas of allowed uses. Final site plans may adjust the location of buildings, streets, and other site elements based on site conditions, except as limited by Paragraph 29 of the 2011 Amendment, modifying Paragraph 24 of the Original 2000 Development Agreement. To the extent that

any provision of the Development Agreement Ordinance may be deemed to be a modification of presently existing City law, such modification is hereby approved, ratified and adopted as binding upon the Property by the approval of this Development Agreement. In case of any conflict, the terms of this Development Agreement shall take precedence, followed by the terms and conditions of the PUD approval, followed by the terms of the UDO.

**FF-21      DEFAULT REGULATIONS**

For items not noted in the Development Agreement, the City of Beaufort UDO (revised February 11, 2009) in effect on the date of execution of the 2011 Amendment shall govern. The provisions and standards explicitly set forth in this 2011 Amendment and Consolidation of Development Agreements shall govern over any inconsistent or conflicting provisions and standards of the original Agreement or any earlier amendment. References in this Amendment to the Agreement are intended to include the 2008 Extension and any amendments, as well as the 2003 Development Agreement and the 2000 Development Agreement. To the extent that any provision of the 2011 Development Agreement Ordinance (i.e., this 2011 Amendment and Consolidation of Development Agreements) may be deemed to be a modification of presently existing City law, such modification is hereby approved, ratified and adopted as binding upon the Property by the approval of this Development Agreement. In case of any conflict, the terms of this Development Agreement shall take precedence, followed by the terms and conditions of the PUD approval, followed by the terms of the UDO in effect as of the date of execution of the 2011 Amendment.

**FF-22      LAND DONATIONS**

An approximately 1.5 acre parcel of land shall be dedicated to the City of Beaufort for the purpose of building and maintaining a Fire Station, to be located in the Civic/Commercial areas, or other mutually agreeable site. In the event that the Fire Station is not built within seven (7) years, the land shall revert to the ownership of Cane Island Properties L.L.P.

## EXHIBIT GG

Copies of the UDO sections in effect on the effective date of the 2011 Amendment are attached.

**EXHIBIT HH**

**Pertaining**

**to the**

**Hanover Park Tract**

## **EXHIBIT HH-1 DESCRIPTION OF HANOVER PARK TRACT**

The property is shown on a plat, entitled:

'Hanover Park Planned Unit Development Boundary Plat, prepared for Hanover Park L.L.C.,' City of Beaufort, Beaufort County, South Carolina, dated 4/18/02, by David E. Gasque, R.L.S., S. C. Registration Number 10506.

The property consists of approximately 30.47 acres, more or less. The property lies within the zoning jurisdiction of the City of Beaufort.

## **EXHIBIT HH-2 DEVELOPMENT SCHEDULE**

Hanover Park is a mixed use development. The development will provide a mixture of any two or more of Highway Commercial (HC), General Commercial (GC), Limited Industrial (LI), or residential uses (GR). The estimated time to full build-out is in excess of fifteen (15) years from this date. Flexibility must be allowed to the Developer as to the exact sequence and timing of individual development phases in recognition of the fact that long term multiple-use developments respond to variable market conditions.

Subsequent phases are expected to occur in increments determined by buyer preferences, market conditions and direction of growth. Although it is not possible to predict with accuracy the exact sequence of the phasing, the following development schedules reflect the expected commencement dates and the currently anticipated interim completion dates for the various phases:

<b>PHASE</b>	<b>EXPECTED COMMENCEMENT DATE</b>	<b>INTERIM COMPLETION DATE</b>
I	2012	2014
II	2014	2016
III	2015	2018

The development to occur pursuant to the above schedules includes the development of the infrastructure, roads, subdivision of lots, facilities and other improvements. The exact order of development, as well as the development phase timing sequence and completion dates may change, at the Developer's discretion. The Property Owner anticipates that the Project should be complete by December 2025, without being obligated to complete by said date.

### EXHIBIT HH-3 LAND USE SUMMARY CHART

For purposes of designating specific areas of land use, the Hanover Park Tract has been divided into Parcels. The Parcels are referred to by number in the Land Use Summary Chart below and in the PUD Master Plan (EXHIBIT HH-6). This chart excludes the 64,350 square feet of commercial space allocated to Parcels A1 and A2, shown as an Outparcel on EXHIBIT HH-6.

PARCEL	ACREAGE	COMMERCIAL sq. footage	DENSITY (Dwelling units)		USE
			Per parcel	Per acre	
A-3	1.59	16,250	26	16.4	GC (General Commercial)
B	2.5	31,000			HC
C	3.8	45,000			
D	5.4	107,250	97	19.2	
E	6.13	115,150	111	18.1	GC/GR
F	2.73	63,900	77	14.5	OC/GR (Office Commercial/ General Residential)
G	2.58	32,000			
Open space	6.09				
Gross	30.47	410,550	311	10.2	
Net	24.38	410,550	311	12.70	

The figures presented in the above chart represent acreages and maximum dwelling units for the remaining parcels of the Hanover Park Tract according to current planning, as well as maximum square footage computations for commercial space. The Tract has 30.47 acres. The number of dwelling units shall not exceed 311. The square footage of commercial building space shall not exceed 410,500 square feet (originally 474,900 square feet, including 64,350 square feet already allocated to Parcels A1 and A2, shown as an Outparcel on EXHIBIT HH-6).

## **EXHIBIT HH-4 PERMITTED USES**

Land use categories are shown on the Land Use Summary Chart (EXHIBIT HH-3) and PUD Master Plan (EXHIBIT HH-6).

1. All Parcels within the Tract will be permitted the following uses:
  - i. Agricultural uses and silvicultural uses.
  - ii. Open Space uses including, but not limited to: all community recreational, agricultural and silvicultural uses listed above; activities and facilities in all areas permitted by the U.S. Army Corps of Engineers and SCDHEC/OCRM; disposal of reclaimed water as permitted by SCDBEC; outdoor recreation and scenic and natural preservation; erosion control structures; lagoons, ditches, retention/detention areas for drainage systems; stormwater control; easements.
  - iii. Rights-of-way uses including the following: accessways such as roads, streets, lanes, and alleys; utilities and related facilities including, but not limited to, power, telephone, water, sewer, drainage, telecommunications; landscaping, signage, irrigation, bike trails, paths.
2. Parcels A1, A2, B, C, and D will be permitted the following uses:
  - a) all uses allowed in Section 5-6051 (HC highway commercial district)
3. Parcels A3 and E will be permitted the following uses:
  - a) all uses allowed in Section 5-6048 (GC general commercial district)
4. Parcels F and G will be permitted the following uses:
  - a) all uses allowed in Section 5-6049 (OC office commercial district)
  - b) all uses allowed in Section 5-6046 (GR general residential district).
5. Residential uses shall include accessory uses as outlined in Exhibit B-5.
6. All uses shall be governed by the Developer and the Community Association through the use of Covenants and the Architectural Control Committee.

## **EXHIBIT HH-5 DEVELOPMENT STANDARDS**

### **1. Building height**

Building height for all structures will be measured from Finished Grade to Mean Roof Height. The maximum building height for all structures shall not exceed 50 feet.

2. **Setbacks**

All buildings shall be required to setback a minimum of 15 feet from the PUD perimeter line.

Setbacks from the SCDHEC-OCRM critical line shall be 30 feet.

Setbacks from U. S. Highway 170 shall be 20 feet.

Porches and overhangs are encouraged and permitted to encroach over lot lines, provided easements are granted by the property owner encroached upon.

3. **Buffers**

There shall be a 15 foot buffer within the perimeter of the property, bordering all neighboring properties.

There shall be a 15 foot buffer bordering Highway 170 and Salem Road.

There shall be a 30' tidal area buffer for all uses bordering the SCDHEC-OCRM critical line.

The following structures/activities shall be permitted in the tidal area buffer: paths, decks, steps, gazebos, yard sculpture and furniture, docks, erosion control devices (excluding stormwater ponds), and any other elements linked to the critical area which are permitted by OCRM. Indigenous vegetation removal in the tidal area buffer shall be limited to that necessary to provide for a structure/activity permitted in this paragraph and to provide for reasonable sight lines.

There shall be a minimum 20 foot buffer bordering freshwater wetlands.

There shall be no requirement in this Agreement for internal buffering or screening between different portions of the Real Property, nor shall there be any requirement as to the necessity of, composition of, layout of, and location of any other buffers, bufferyards and screening within the Real Property.

4. **Open space**

The minimum required open space for Hanover Park is 20%, totaling a minimum of 6.09 acres of the entire tract.

Open space will be calculated within the overall boundary of the PUD and not specifically for each phase of development or for any individual site. Open space shall include buffer areas, grassed areas, bike paths, fresh and saltwater wetlands, retention and detention ponds, drainage easements, utility easements, as well as grassed shoulders for streets, alleyways, and roads.

5. **Amenities**

The types of amenities considered appropriate and which may be developed on the Tract include, but are not limited to, the following: civic buildings and structures, pedestrian paths, recreational support facilities such as maintenance sheds and shade structures, areas for outdoor recreation and scenic and nature preservation, and all other active and passive recreation compatible with uses in the Development.

Amenities to serve the Development may be developed as the growth of the project dictates. The Developer makes no commitment to provide any amenity. The Developer, however, reserves the right to provide amenities and to convey them to a Community Association, or other suitable entity, which shall become responsible for the upkeep and maintenance of the conveyed amenities. The Developer may choose to absorb the full cost of a given amenity or to share the cost with a Community Association or other suitable entity. The Developer may also elect to donate land to the Community Association for an amenity site, which the Community Association may then develop and maintain.

6. **Landscape Ordinance**

The current City of Beaufort Landscape Ordinance (Article 7.3 of the UDO) shall apply to the PUD, except where it conflicts with specific PUD specifications. It is understood that Hanover Park may be subdivided into various parcels and that flexibility pertaining to internal landscaping and setbacks will be necessary for a successful and functional project.

The project will have landscape covenants and design standards tailored to meet the specific needs of the project. The covenants will be administered and enforced by the Developer and the Architectural Control Committee of the Hanover Park Community Association.

7. **Site Parameters for Commercial and Residential Uses**

The locations for commercial and residential uses are indicated on the PUD Master Plan. See EXHIBIT HH-6.

The maximum allowable residential density is 10.2 Dwelling Units per gross acre or 311 dwelling units for the total Tract.

The maximum allowable square footage for commercial uses shall be 410,550 square feet.

8. **Dwelling Unit Equivalency**

Residential units may be exchanged for unused commercial square footage as follows:

300 square feet of commercial space equals one residential dwelling unit.

Dwelling unit equivalency will be calculated within the overall boundary of the PUD and not specifically for each phase of development or for any individual site.

**9. Acreage Adjustments**

The acreage depicted on the PUD Master Plan are approximate. In order to maintain the necessary development flexibility, the acreage for the various parcels, open spaces, roads and other areas depicted on the Master Plan may be increased or decreased for planning purposes a maximum of 15%. This flexibility shall include boundary adjustments and final road locations. [See Paragraph 24 of the Development Agreement, as amended by Paragraph 29 of the 2011 Amendment.]

Net acreage is that acreage which remains after the deduction from total acreage of easements for existing utilities, roads, and ditches. All remaining uplands, wetlands, and marshes are included in the net acreage for density calculations.

**10. Covenants**

The Developer will record in the Beaufort County Register of Deeds Office a Declaration(s) of Covenants. The Declaration of Covenants will address, as necessary, all applicable restriction issues, establish an Architectural Control Committee, and provide for long-term ownership of Common Property by a Community Association. Covenants may be recorded for any phase or portion of the Development. They may function as the basic rules of the Parcels as they relate to the continuity of community interaction. They will be tailored to respond to the different needs and special characteristics of the various Parcels. The Covenants may provide that Design Standards shall be in accordance with the rules, regulations and guidelines as promulgated by the ACC applicable to such Parcel, phase or portion, provided such achieve the design standards of this EXHIBIT HH-5. See Exhibit HH-11 for an example of covenants.

**11. Sight Lighting**

Project lighting will comply with current City of Beaufort regulations as administered by the Corridor Development Board.

**12. Utility Access**

All utilities are available to this property.

**13. Fire Access**

New buildings will comply with the Current City of Beaufort Building and Life Safety

Codes. Final street design will incorporate design turning radii of current (12-01-00) City Fire equipment.

**14. Signage**

All signs on the Project shall be governed by the Covenants, the ACC, and the Corridor Development Board.

The existing billboard (two sided) on the Hanover Park Tract will not disqualify a business or the Property from otherwise allowed signage; however, at the end of the present lease agreements between the Owner and the outdoor advertising company for each side, which is January 1, 2016, the leases shall not be renewed or extended and Owner will remove the billboard structure in a timely manner, not to exceed 90 days from termination

In addition to the signage allowed pursuant to Exhibits A-6 and A-7 of the Development Agreement:

**Free Standing Signs**

1- One Large Marquee Sign may be placed at each of the proposed entrances into the property as indicated on the Master Plan (EXHIBIT HH-6): Salem Road (one entrance); Burton Hill Road (one entrance), and Highway 170 (three entrances).

2- Small Marquee signs may be placed at the intersections of the internal intersecting roads within the Tract.

Marquee Sign is defined as a multi tenant sign listing the businesses within a development. Such signs must share the same color palette and material selection of the buildings within the development.

A “Large Marquee Sign” is defined as the largest sign allowed under Section 7.2.G.1 for properties having over 500 feet of Frontage under the “SC 170, US 21, SC 280” Design District as shown in the Table (7.2.G.1.c).

A “Small Marquee Sign” is defined as the largest sign allowed under Section 7.2.G.1 for properties having between 150 - 500 feet of Frontage under the “SC 170, US 21, SC 280” Design District as shown in the Table (7.2.G.1.c).

15. Drainage Requirements/ Storm Water Quality

The Owners and Developers shall abide by all provisions of federal and state laws and regulations, including those established by the South Carolina Department of Health and Environmental Control, the South Carolina Office of Ocean and Coastal Resource Management, and their successors, for the handling of storm water. In order to protect water quality of the rivers and creeks, the Owners and Developers shall construct storm water drainage systems in accordance with plans approved by DHEC and OCRM, and maintain the systems allowing for proper operation and function. In order to meet the water quality and anti-degradation goals which are impacted by impervious surfaces, the Owners and Developers commit to design storm water management systems in such a way that the storm water quality delivered to the receiving waters is appropriately mitigated through Storm Water Best Management Practices, as determined by engineering design calculations. All Storm water runoff and drainage system improvements will be constructed by Owner or Developers and maintained by Owner, Developers and/or Owners Association (s), unless such are dedicated to a public entity which accepts maintenance and/or installation responsibilities. The City or County will not be responsible for any construction or maintenance costs associated with the drainage system within the Property, unless it specifically agrees to such. In conjunction with the storm water requirements as committed to by Owner in Paragraph 21 (a) of the Development Agreement, Developer and any Secondary Developers shall adhere to any and all future ordinances or regulations of the City governing detention, filtration, and treatment of storm water for any undeveloped areas of the Property, provided those ordinances and regulations apply City-wide uniformly to properties with similar hydrological characteristics, and are based on acceptable scientific principles and the best available information; provided further, nothing herein shall be construed as preventing the Owner, Developer or its successors and assigns from challenging the validity of the standards under the Development Agreement Act. It is specifically agreed however, that any such future ordinances of the City that directly or indirectly affect the residential density, commercial intensity, setback, buffer or open space requirements permitted pursuant to the Zoning Regulations shall apply only to new phases, developed after the passage of such new laws, and not to previous phases of development. Further, as to new phases where the residential density, commercial intensity, setback, buffer or open space would be affected by application of such future ordinances, the Developer and the City will in good faith collaboratively design the stormwater system, utilizing such Best Management Practices that will maintain the density, commercial intensity, setbacks, buffers, open space and similar aspects of the PUD, while protecting the receiving waters to the best extent practical.

**EXHIBIT HH-6 THE HANOVER PARK PUD MASTER PLAN**

The Hanover Park Planned Unit Development (PUD) Master Plan is the Regulating Plan. It is intended to allow for the development of a mixed-use development on the Hanover Park Tract.

The Hanover Park development will provide a mixture of uses, including any two or more highway commercial (HC), general commercial (GC), office commercial (OC), and general residential (GR). This diversity of uses will share open spaces and vehicular and pedestrian access ways that will be interwoven into an overall cohesive plan.

Current conceptual design calls for Highway Commercial uses in Parcels B, C, and D; General Commercial in Parcels A3 and E; and Office Commercial/General Residential in Parcels F and G.

In addition to the normal range of uses appropriate to the Highway Commercial zoning district, Parcels B-D may be planned to accommodate different uses on separate levels, retail and commercial on first floor areas with office and “live-work” (residential) uses on upper levels.

Parcels A3 and E will be available for General Commercial uses ranging from warehousing to office/retail space to multi-family residential.

Parcels F and G are planned as Office Commercial and General Residential uses.

NOTE: The Hanover Park PUD Master Plan is a conceptual, schematic design intended to depict current planning in respect to roads, water, sewer, drainage systems, buffers, setbacks, building types, and land uses. The developer reserves the right to modify this plan in response to the future needs of tenants and purchasers, innovations in the techniques of development, changing financial conditions, or the safety, health, and welfare of the public. Any depicted property lines, tract dimensions, acreages, right of way locations, or narrative descriptions are approximate and subject to adjustment. For specific commitments, see Paragraph 24 of the Original 2000 Development Agreement, as amended by Paragraph 29 of the 2011 Amendment, and refer to recorded plans, covenants, and restrictions in the office of Beaufort County Register of Deeds.

EXHIBIT HH-6

Hanover Park Master Plan

**EXHIBIT HH-6A THE HANOVER PARK ILLUSTRATIVE MASTER PLAN**

Omitted Intentionally. The Illustrative Master Plan initially submitted with the original Development Agreement was conceptual only, and such plans are no longer required by the UDO. The Master (Regulating) Plan governs.

**EXHIBIT HH-7 THOROUGHFARE STANDARDS**

**Private Roads, Right-of-Way and Pavement Widths**

The Hanover Park street system will be constructed by the Developer to City of Beaufort standards. They may remain private or may be dedicated to the City of Beaufort or to Beaufort County. All streets will be designed by a Professional Engineer licensed in the State of South Carolina with experience in roadway design and will be engineered to meet the paving, safety, and drainage goals of the City. They shall have a surface designed for the soil conditions. Low speed limits and traffic mitigation devices may be employed. All two-way streets that are the primary or sole access to a lot must have a minimum pavement width of 20 feet.

There may be several types of streets, including, but not limited to, the following:

Type	Pavement Width	Right of Way Width
Road	22 feet	60 feet
Drive	20 feet	50 feet
Alley	10 feet	20 feet
Pedestrian Path	5 feet	12 feet

**Street Sections**

The street sections may include, subject to approval by the City, the following types:

- a) curb and gutter (rolled over type or header type)
- b) roadside swales
- c) cross slopes
- d) pervious paving (all weather surface)

The actual design will be based on use and site specific conditions.

**EXHIBIT HH-8 ROADWAY PLAN**

**Access and Streets**

Internal road circulation will be provided within the development.

Roadways will be commonly owned and maintained by a Community Association, unless dedicated to the City of Beaufort or to Beaufort County.

1. The project is accessed from U. S. Highway 170, Salem Road, and Burton Hill Road.
2. The project encompasses approximately 1220 feet of frontage on Highway 170, 402 feet of frontage on Salem Road, and will connect to Burton Hill Road Extension by means of a 66 foot right of way.
3. The project will utilize the two existing main entrances on Highway 170, as well as the two existing secondary entrances on the same highway. There will be an entrance to the project from Salem Road, and one from Burton Hill Road.
4. Curb cuts are shown on the Master Plan.
5. The project will have approximately 1/2 mile of roads.

[Proposed roads displayed on the PUD Master Plan are schematic and conceptual only and may require field adjustment by the Developer.]

### **EXHIBIT HH-9 PARKING AND LOADING REQUIREMENTS**

Common parking areas will allow for the natural cycle of varying land uses in a mixed use project to work together and reduce the required parking spaces needed:

- 1) the peak parking demand for varying land uses occur at different times. Office spaces require more parking during the day while restaurants and hotels have a higher peak demand in the evening. The parking demands also vary by days of the week as well as months of the year. Because of this, the parking calculations must reflect the demand patterns of the mixed uses rather than adding the demand of individual uses together.
- 2) Mixed use developments encourage multipurpose trips. This allows for a single parking space to be shared by multiple uses. This allows uses in the development to share parking without conflict which results in a fewer number of required parking spaces.

#### **Off-Street Parking:**

<b>Land Use:</b>	<b>Spaces required:</b>
<u>Residential</u>	
Single family	a) 1 per 1 Bedroom b) 1.5 per 2 Bedroom c) 2.0 per 3 Bedroom
Multi-family	1 per dwelling unit

Institutional

Buildings 1 per 333 square feet

Office/Commercial

Office 1 per 333 square feet

Retail 1 per 300 square feet

Motel, Inn 1 per accommodation

Other 1 per 333 square feet

Note: Two or more individual uses may utilize a joint or combined area in order to comply with off-street parking requirements, provided that the total number of spaces available in such combined area is not less than 20% less than the total sum of spaces otherwise required for the individual uses separately computed.

**Particular Parking Specifications:** Excluding aisles, maneuvering space, turnaround space, and drives, each required off-street parking space shall be not less than 9 feet in width and 18 feet in length. No off-street parking or maneuvering area shall be located in any public right-of-way. All off-street parking is subject to review by the ACC. A scaled drawing or layout of all required parking areas will be part of the submittal package required by the ACC.

Parking spaces 90 degrees to the travel way aisle shall not be less than 9 feet in width and 18 feet in length. The paved length of a parking stall may be reduced to 17 feet providing that curbing or anchored concrete wheel stops are furnished at the edge of paving to allow the front of the vehicle to overhang the landscape area.

Angled parking spaces positioned at other than 90 degrees to the aisle travel way shall be dimensioned in accordance with recognized standard criteria.

**Other Parking Design Considerations:**

Landscaping:

Landscaping of parking areas will comply with the City of Beaufort's current landscaping and screening requirements.

Lighting:

The City of Beaufort Design Review Board's current regulations shall govern.

Screening.

The project shall comply with the City's current screening requirements.

Interior Landscaping.

Interior landscaping shall comply with the City's current parking lot landscaping requirements.

Existing Vegetation. Development will comply with the City of Beaufort's Tree Protection Ordinance.

Loading Requirements: The ACC shall determine the necessity, if any, and number of loading spaces. If the ACC determines that loading spaces are required, it shall have full authority to determine all design attributes related thereto, including size, number, location, screening, landscaping, lighting, surface and configuration.

Off Street Loading Restrictions:

Loading areas, where required by the ACC, shall be adequate so that no vehicle being loaded or unloaded in connection with normal operations shall stand in or project into a public or private street, alley or other way.

**EXHIBIT HH-10                    ARCHITECTURAL CONTROL COMMITTEE DESIGN STANDARDS**

The Hanover Park design standards will address all applicable issues, including Tree Preservation and Landscaping. Specific design standards will be formulated to meet the particular needs and characteristics of each individual Parcel.

**EXHIBIT HH-11                    DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS OF HANOVER PARK**

The Hanover Park covenants and restrictions will address all applicable issues, including Landscaping and Tree Preservation. Specific covenants and restrictions will be formulated to meet the particular needs and characteristics of the entire Tract and/or each individual Parcel.

**EXHIBIT HH-12                    EFFECT OF DEVELOPMENT AGREEMENT AND PUD MASTER PLAN**

The Development Standards of this Development Agreement dictate the amount, use and the approximate disposition of development on the property. Specific commitments include the amount of land set aside for open space/conservation, the proposed approximate locations of driveway access and sign locations. The Hanover Park PUD Master (Regulating) Plan has been developed (see EXHIBIT HH-6) depicting areas of allowed uses. Final site plans may adjust the location of buildings, streets, and other site elements based on site conditions, except as limited by Paragraph 29 of the 2011 Amendment, modifying Paragraph 24 of the Original 2003 Development Agreement. To the extent that any provision of the Development Agreement Ordinance may be deemed to be a modification of presently existing City law, such modification is hereby approved, ratified and adopted as binding upon the Property by the approval of this Development Agreement. In case of any conflict, the terms of this Development Agreement shall take precedence, followed by the terms and conditions of the PUD approval, followed by the terms of the UDO.

**HH-13**      **DEFAULT REGULATIONS**

For items not noted in the Development Agreement, the City of Beaufort UDO (revised February 11, 2009) in effect on the date of execution of the 2011 Amendment shall govern. The provisions and standards explicitly set forth in this 2011 Amendment and Consolidation of Development Agreements shall govern over any inconsistent or conflicting provisions and standards of the original Agreement or any earlier amendment. References in this Amendment to the Agreement are intended to include the 2008 Extension and any amendments, as well as the 2003 Development Agreement and the 2000 Development Agreement. To the extent that any provision of the 2011 Development Agreement Ordinance (i.e., this 2011 Amendment and Consolidation of Development Agreements) may be deemed to be a modification of presently existing City law, such modification is hereby approved, ratified and adopted as binding upon the Property by the approval of this Development Agreement. In case of any conflict, the terms of this Development Agreement shall take precedence, followed by the terms and conditions of the PUD approval, followed by the terms of the UDO in effect as of the date of execution of the 2011 Amendment