

amend the Original 2003 Development Agreement and the 2008 Extension and the 2000 Development Agreement (excluding Eustis Farm L.P. and Distant Island Company L.P.) to provide for a conforming and consolidated Development Agreement, and to address and resolve issues of interpretation and intent among the parties as to the previous Development Agreements and to provide clarity and certainty for the benefit of all the parties; and

WHEREAS, the Additional Owners, First Carolina Corporation of S.C., as the owner of the property known as the Caroline Field Tract, and Burton Properties L.P., as the owner of property referred to herein as "Burton Properties Tract", desire to become parties to the 2011 Amendment and Consolidation of Development Agreements; and

WHEREAS, in order to achieve the consolidation of the Development Agreements, the Owner of Upper Cane Island Tract in the 2000 Development Agreement agrees to be bound to the terms of the Original 2003 Development Agreement and its 2008 Extension, as applicable, to its Property; and

WHEREAS, in order to become Owners in the 2011 Amendment and Consolidation of Development Agreements, the Additional Owners agree to be bound to the terms of the Original 2003 Development Agreement and its 2008 Extension, as applicable, to their Properties; and

WHEREAS, the Cane Island Retreat L.L.C., Hanover Park L.L.C., Airport Junction L.L.C. Owners in the Original 2003 Development Agreement and the Owner of Upper Cane Island Tract in the 2000 Development Agreement have requested an extension of the Development Agreements and it is agreed that there has been no material breach of the Original 2003 and 2000 Development Agreements, and with the addition of the properties of the Additional Owners, this 2011 Amendment and Consolidation of Development Agreements qualifies for a term of ten (10) years,

NOW, THEREFORE, in consideration of the purposes described above and the terms and conditions set forth herein, the Owners and the City hereby mutually agree and consent to amend the Original 2003 Development Agreement as amended by the 2008 Extension and to amend the 2000 Development Agreement, and to consolidate the Development Agreements, as amended, into a new Development Agreement, in which the Additional Owners are parties, by:

1. Agreeing that the Owner in the 2000 Development Agreement shall be bound by the terms of the Original 2003 Development Agreement and the 2008 Extension as amendments of the 2000 Development Agreement and as applicable to its Properties, with the provisions of the Original 2003 Development Agreement and the 2008 Extension to prevail over any inconsistent or conflicting provisions of the 2000 Development Agreement. A copy of the 2008 Extension is attached as EXHIBIT AA to this 2011 Amendment.

2. Agreeing that the Additional Owners, Burton Properties L.P. and First Carolina Corporation of S.C., shall be bound by the terms of the Original 2003 Development Agreement, the 2008 Extension, and the 2011 Amendment, as applicable to their Properties.

3. Agreeing that the Original 2003 Development Agreement and its 2008 Extension, the 2000 Development Agreement, and this 2011 Amendment shall constitute the Consolidated 2011 Development Agreement between the Owners and the City.

4. Agreeing that the Owners and the City in this 2011 Amendment shall be bound by the terms of this 2011 Amendment as applicable to their Properties.

5. Agreeing that the Properties of the Additional Owners consist of (1) the Caroline Field Tract of 10.12 acres (of which 10.12 acres are highland) as described in EXHIBIT BB of this 2011 Amendment and owned by First Carolina Corporation of S.C., and (2) the Burton Properties Tract of 99.71 acres (of which 99.71 acres are highland) as described in EXHIBIT CC of this 2011 Amendment and owned by Burton Properties L.P.

6. Renewing the Original 2003 Development Agreement as amended by the 2008 Extension and this 2011 Amendment, and renewing the 2000 Development Agreement (excluding Eustis Farm L.P. and Distant Island Company L.P.) as amended by this 2011 Amendment, and setting the term of the Consolidated 2011 Development Agreement for a period of ten (10) years from the effective date of this 2011 Amendment to July 31, 2021.

7. Amending the Original 2003 Development Agreement by deleting EXHIBITS B-1 through B-18 relating to the Cane Island Retreat Tract and substituting in their place and stead the EXHIBIT DD attached to this 2011 Amendment, and agreeing that the provisions and standards of EXHIBIT DD shall prevail over any inconsistent or conflicting provisions and standards of the 2003 Development Agreement or its EXHIBITS.

8. Amending the Original 2003 Development Agreement and its Extension by deleting EXHIBITS C-2 through C-9 relating to the Airport Junction Tract and substituting in their place and stead EXHIBIT EE attached to this 2011 Amendment, by deleting EXHIBITS D-2 through D-9 relating to the Hanover Park Tract, and substituting in their place and stead EXHIBIT EE relating to Airport Junction and EXHIBIT HH relating to Hanover Park, both attached to this 2011 Amendment and agreeing that the provisions and standards of EXHIBITS EE and HH shall prevail over any inconsistent or conflicting provisions and standards of the Original 2003 Development Agreement or its EXHIBITS and its Extension.

9. Amending the 2000 Development Agreement by deleting EXHIBITS P, U, V, and W relating to the Upper Cane Island Tract, by adding EXHIBIT FF attached to this 2011 Amendment, relating to the Upper Cane Island Tract, and agreeing that the provisions and standards of EXHIBIT FF shall prevail over any inconsistent or conflicting provisions and standards of the 2000 Development Agreement or its EXHIBITS.

10. Amending Paragraph 2, *Definitions*, of the Original 2003 and 2000 Development Agreements, to include in the definitions of "Owner" and "Property Owners" all Owners who are parties to this 2011 Amendment; to include, in the definitions of "Property", "Real Property", and "Tract", all properties and tracts that are the subject of this 2011 Amendment; and to include the terms "Master Plan" and "Regulating Plan" as they appear in this 2011 Amendment and defining them as being equal and synonymous in meaning.

11. Amending Paragraph 8, *Development Agreement Governs*, of the Original 2003 and 2000 Development Agreements, to add two final sentences to read: "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 2003 and 2000 Agreements or any earlier amendments thereof. References in the Agreement to the Agreement are intended to include the 2008 Extension and any amendments. 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 between documents, the terms of this 2011 Development Agreement shall take precedence, followed by the terms and conditions of the PUD approval, followed by the terms of the UDO as in effect on the date of execution of this 2011 Amendment."

12. Acknowledging that Paragraph 14(b) of the 2000 Agreement is no longer applicable, due to the passage of time and the completion of any construction or development authorized by Beaufort County prior to the Properties' annexation and the City's initial approval of the 2000 Development Agreement.

13. Amending subparagraphs (a), (b) and (c) of Paragraph 16, *Vested Rights Concerning the Development of the Tracts*, of the Original 2003 Development Agreement by deleting the language of the original 2003 Development Agreement, and substituting language to read:

(a) Total Dwelling Units/Density. The total number of Dwelling Units located on the Tracts shall not exceed the maximum number of Dwelling Units set forth below, being allocated on each Tract as follows: to Cane Island Retreat Tract: 265 Dwelling Units, as described in EXHIBIT DD of the 2011 Amendment, plus any additional dwelling units from commercial/civic conversions; to Airport Junction Tract: 16 Dwelling Units, as described in EXHIBIT EE of this 2011 Amendment; to Hanover Park Tract: 311 Dwelling Units, as described in EXHIBIT HH of this 2011 Amendment; to Caroline Field Tract: up to 20 Dwelling Units per Gross Acre, as described in EXHIBIT BB of this 2011 Amendment; and to the Burton Properties Tract totaling 99.71 acres as described in EXHIBIT CC-1- up to 20 Dwelling Units per Gross Acre, as described in EXHIBIT CC of this 2011 Amendment. Accessory buildings and guest suites which do not contain kitchens shall not be counted toward this cap.

(b) Commercial/Limited Industrial/Civic Square Footage Limitations. Total commercial/limited industrial/civic square footage on the Tracts shall not exceed the maximum square feet as set forth below, allocated to each Tract as follows: Cane Island Retreat Tract: 80,000 square feet; Upper Cane Island Tract: 185,000 square feet; Airport Junction Tract: 376,000 square feet; Hanover Park Tract: 474,900 square feet (including 64,350 square feet allocated to Parcels A1 and A2, shown as an Outparcel on

EXHIBIT HH-6); Burton Properties and Caroline Field Tracts: up to 12,000 square feet per Gross Acre for Commercial.

(c) Building Development Standards and Design Standards. Standards for minimum lot width and depth, lot coverage, minimum building size, maximum building size, maximum total building size for office/retail/industrial uses, setbacks, buffers and curb cuts are addressed in EXHIBIT DD of this 2011 Amendment for Cane Island Retreat, in EXHIBIT EE of this 2011 Amendment for Airport Junction, in EXHIBIT HH of this 2011 Amendment for Hanover Park, and in the City of Beaufort Unified Development Ordinance ("UDO") for the Burton Properties Tract and Caroline Field Tract, provided, however, that as to the Burton Properties Tract, the existing billboard (two sided) will not be counted as signage allowable under the UDO, so as to not restrict the ability of developers to have otherwise allowable signage on their parcels, and such billboard will be removed upon the expiration of the lease in 2016, without further renewal.

14. Amending subparagraphs (a), (b) and (c) of Paragraph 16, *Vested Rights Concerning the Development of the Tracts*, of the 2000 Development Agreement between Flora G. Trask and the City, by deleting the language of the 2000 Development Agreement and substituting language to read:

(a) Total Dwelling Units/Density. The combined total number of Dwelling Units located on the 227 acres of the Real Property known as Upper Cane Island shall not exceed 395, plus any additional dwelling units from commercial/civic conversions. The gross density is 1.73 Dwelling Units per acre. See EXHIBIT FF to the 2011 Amendment for Upper Cane Island.

(b) Commercial Square Footage Limitations. Total Gross Leasable Area (GLA) or Gross Commercial Footage on the Upper Cane Island Tract shall not exceed 185,000 square feet. See EXHIBIT FF to this 2011 Amendment for Upper Cane Island.

(c) Building Development Standards and Design Standards. Minimum Lot area, Lot size, Lot width, Lot depth, Lot coverage, setback and yard requirements shall be in accord with EXHIBIT FF to this 2011 Amendment for Upper Cane Island.

15. Amending subparagraph (d) of Paragraph 16, *Vested Rights Concerning the Development of the Tracts*, of the Original 2003 and 2000 Development Agreements, by deleting the language of the Original 2003 and 2000 Development Agreements, and by substituting language to read:

(d) Subdivision, Plan and Design Review. The provisions of the City's Unified Development Ordinance (UDO), in effect on the effective date of this 2011 Amendment, shall apply as to subdivision review (UDO, Section 3.5), detailed development plan review and approval (UDO, Section 3.7 I), site plan review (UDO, Section 3.8), and design review (UDO, Section 2.8), provided however, that all such approvals, reviews and decisions are deemed administrative, staff level review and do not require DRB or Planning Commission Review, notwithstanding anything to the contrary or Table 2.9 of the UDO. Copies of the referenced UDO sections in effect on the effective date of this 2011 Amendment are attached as EXHIBIT GG.

16. Amending Paragraph 18(a), *Private Roads*, of the Original 2003 Development Agreement, to add a last sentence to the first paragraph thereof to read: "Additional requirements for private roads are set out for the Airport Junction Tract in EXHIBIT EE of the 2011 Amendment."

17. Amending Paragraph 18(a), *Private Roads*, of the 2000 Development Agreement, by adding a last sentence to the second paragraph thereof to read: "Additional requirements for private roads for the Upper Cane Island Tract are set out in EXHIBIT FF of the 2011 Amendment."

18. Amending Paragraph 18(a) (v), *Curb Cuts*, of the Original 2003 Development Agreement, to add a last sentence to read: "Curb cuts at the Airport Junction Tract shall be as described in EXHIBIT EE of the 2011 Amendment."

19. Amending Paragraph 18(f), *Drainage System*, of the Original 2003 Development Agreement, to add a last sentence as a new paragraph to read: "The requirements for drainage are set out in EXHIBIT DD of the 2011 Amendment for the Cane Island Retreat Tract, in EXHIBIT EE of the 2011 Amendment for the Airport Junction Tract, and in EXHIBIT HH of the 2011 Amendment for the Hanover Park Tract."

20. Amending Paragraph 18(f), *Drainage System*, of the 2000 Development Agreement, to add a last sentence as a new paragraph to read: "The requirements for drainage for the Upper Cane Island Tract are set out in EXHIBIT FF of the 2011 Amendment."

21. Agreeing that the intent of the Original 2003 and 2000 Development Agreements regarding the date the City's responsibility under Paragraph 19(a), *Solid Waste Collection* and Paragraph 19(c), *Recycling Services*, was to begin, was not one year after annexation, but the occurrence of both 19(a)(i) and (ii) and, 19(c)(i) and (ii), respectively; and to the extent necessary, those paragraphs are amended accordingly. The City shall provide Fire Service for the Airport Junction, Hanover Park, Caroline Field, Burton Properties, and Upper Cane Island Tracts, and for the City portion of the Lower Cane Island Tract in accordance with Paragraph 19 (g) of those Agreements.

22. Amending Paragraph 20(a), *Development Charges, Impact Fees, and Other Charges and Fees*, of the Original 2003 and 2000 Development Agreements, to add a last sentence as a new paragraph to read: "Development Fees chargeable under the County Impact Fee Ordinance shall be collected at the time of the issuance of a building permit by the City."

23. Amending Paragraph 20(b) of the Original 2003 and 2000 Development Agreements to add a last sentence as a new paragraph to read:

Notwithstanding anything to the contrary within the Original 2003 Development Agreement, the 2000 Development Agreement, or the 2008 Extension, the Parties agree that the Real Property is also subject to a City traffic impact fee ("the Enhanced Traffic Fee") of \$800.00 per residential unit, payable to the City at the time of issuance of a certificate of occupancy.

24. Amending Paragraph 20 of the Original 2003 and 2000 Development Agreements to add a new subparagraph (e) to read:

(e) The Development Fees and the Governmental Services and Capital Improvements Fees (but not the County Impact Fees) shall periodically be adjusted every five years by such amount as the compounding of the annual Consumer Price Index (CPI) for the Southeast for each of the prior five years would yield, not to exceed 15% for each five year period.

25. Amending subparagraph (a), *Storm Water Quality*, of Paragraph 21, *Protection of Environment and Quality of Life*, of the Original 2003 and 2000 Development Agreements, to add new paragraph to read:

"The Owners and Developers shall be required to abide by present storm water ordinances or regulations adopted by the City as in effect on the date of execution of this 2011 Amendment, which will allow the permitted residential density, commercial intensity, setback, buffer, or open space requirements and allowances of the Master Plans incorporated herein. 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 Beaufort 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.

Owners, Developers and any Secondary Developers shall be required to 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 or regulations 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 such new phases where the residential density, commercial intensity, setback, buffer or open space would be affected by application of such future ordinances or regulations, 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 Master Plans, while protecting the receiving waters to the best extent practical.”

26. Amending subparagraph (c) (ii), *Tree Protection*, of Paragraph 21 of the Original 2003 Development Agreement, relating to the Airport Junction Tract, to delete the language of the original 2003 Development Agreement and substitute new language to read: “The requirements for tree protection for the Airport Junction Tract are set out in EXHIBIT EE of the 2011 Amendment.”

27. Amending subparagraph (c) (iii), *Tree Protection*, of Paragraph 21 of the Original 2003 Development Agreement, to add a last sentence to read: “The requirements for tree protection for the Hanover Park Tract are set out in EXHIBIT HH of the 2011 Amendment.”

28. Amending subparagraph (c), *Tree Protection*, of Paragraph 21 of the 2000 Development Agreement, to add a last sentence to read: “The requirements for tree protection for the Upper Cane Island Tract are set out in EXHIBIT FF of the 2011 Amendment.”

29. Amending Paragraph 24, *Modification of Agreement*, of the Development Agreements, to delete the language of the original Development Agreements and substitute language to read:

“This Agreement may be modified or amended as to a Tract only by the written agreement of the City and the Owner of said Tract. No statement, action or agreement hereafter made shall be effective to change, amend, waive, modify, discharge, terminate or effect an abandonment of this Agreement in whole or in part unless such statement, action or agreement is in writing and signed by the Party against whom such change, amendment, waiver, modification, discharge, termination or abandonment is sought to be enforced.

If an amendment affects less than all the persons and entities comprising the Property Owners, then only the City and those affected persons or entities need to sign such written amendment. Any requirement of this Agreement requiring consent or approval of one of the Parties shall not require amendment of this Agreement unless the text expressly requires amendment. Wherever said consent or approval is required, the same shall not be unreasonably withheld.

The master (regulating) plans are not intended to be rigid, exact site plans for future development. The location of roads, buildings, recreational amenities and lot sizes, may vary at the time of permit applications when more specific designs are available, as long as the maximum densities set herein and the general concept of environmentally sensitive developments suggested by the master plans are followed and respected. Since certain design elements of the master (regulating) plans are considered by the City to be essential, changes to those elements would require an amendment to the PUD approval; such changes are deemed to be significant changes as opposed to minor modifications to a site plan. Those changes requiring a PUD ordinance amendment are:

(a) Increase in Total Approved Density. Any increase in approved density beyond the total limits of 16 dwelling units and 376,000 square feet of GLA or Gross Commercial/Limited Industrial square footage as to Airport Junction; the total limits of 265 dwelling units and 80,000 square feet of GLA or Gross Commercial/Civic square footage as to Cane Island Retreat; the total limits of 395 dwelling units (plus any converted commercial/civic square footage to residential units as allowed) and 185,000 square feet of GLA or Gross Commercial/Civic square footage as to Upper Cane Island; the total limits of 311 dwelling units (plus any transferred or converted dwelling units as allowed) and 474,900 square feet of GLA or Gross Commercial/Limited Industrial square footage as to Hanover Park (including the 64,350 square feet allocated to Parcels A1 and A2); the total limits of dwelling units at 20 Dwelling Units per Gross Acre and 12,000 square feet per Gross Acre Commercial square footage as to Caroline Field; and the total limits of dwelling units at 20 Dwelling Units per Gross Acre, 12,000 square feet per Gross Acre for Commercial square footage as to Burton Properties, is a significant change.

(b) Introduction of Any Use Not Specifically Permitted. The introduction of any new land use within a PUD which is not specifically permitted within the PUD is a significant change; provided, however, 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. Accessory uses are permitted in accordance with the terms of this Agreement.

(c) Change of Land Use Location. Any material change (15% or more of the land area) of a land use location from what is shown on the master (regulating) plan is a significant change. However, shifting a small percentage (less than 15%) of land area within a PUD from one permitted land use to another permitted land use is not a significant change as long as the maximum densities or commercial square footages set herein are not increased.

(d) Material Deviation from Standards or Descriptions. A significant change is a material deviation or departure from:

(1) the description of the mixture of uses for the proposed developments, as set forth in EXHIBITS DD-2 as to Cane Island Retreat, EE-2 as to Airport Junction, FF-3 as to Upper Cane Island, and HH-2 as to Hanover Park;

(2) any specified standard for design or development for the Tract which is not allowed to be modified under the PUD, such as the maximum building size for Airport Junction as provided in EXHIBIT EE-5 (1) (b);

(3) the location of structures larger than 55,000 square feet outside the designated areas for such structures, or the location and orientation of buildings with Large Building Footprints outside the designated areas for such structures, as provided for in the Master Plan and EXHIBITS EE-5 and EE-6 for Airport Junction, or

(4) setbacks or buffers involving commercial structures as provided for in the Master Plans and EXHIBITS for Airport Junction (except for the sliding "Green Buffer", which may be relocated along the Northern or Eastern boundaries as provided in EXHIBIT EE-6 and paragraph 45 herein) and Hanover Park, or perimeter setbacks and buffers as provided for in the Master Plans and EXHIBITS for Airport Junction, Hanover Park, Upper Cane Island, or Cane Island Retreat.

If a proposed development plan does not incorporate a significant change as defined above, other changes are deemed minor and exercises of development flexibility needed to adjust to specific site conditions. All development plans, except those incorporating a significant change as defined above, shall be processed by staff without a public hearing or ordinance amendment. The development of less than the maximum densities is not a significant change, nor is development which provides greater amounts of open space.

30. Amending Paragraph 28, *Transfer of Dwelling Units Among Tracts*, of the Development Agreements, to read: "Except as allowed by the 2011 Amendment, Property Owners shall not transfer rights to construct Dwelling Units from one Tract to another Tract, e.g., from Cane Island Retreat Tract to Hanover Park Tract."

31. Amending Paragraph 31, *Cooperation*, of the Development Agreements, to delete the last sentence of the Paragraph.

32. Amending Paragraph 33, *Remedies/Non-Binding Arbitration* of the Development Agreements, to change the title of the Paragraph, renaming the Paragraph to *Remedies/Mediation*, to delete the language of the Paragraph, and to substitute language so as to read as follows:

"If there is a breach of this Agreement, the non-breaching party may pursue all available legal and equitable remedies. Each Party recognizes that the other Party may suffer irreparable harm from a material breach of this Agreement and that no adequate remedy at law may exist to enforce this Agreement. Consequently, the Parties agree that any non-breaching Party who seeks enforcement of the Agreement is entitled to seek the equitable remedies of injunction and specific performance. However, if there is a dispute between the City and a Property Owner concerning the terms, meaning, interpretation, rights or obligations under this Agreement (including any determination of material breach under the Act), the Parties agree to submit such dispute to prompt mediation before invoking legal proceedings. This pre-litigation mediation, conducted pursuant to South Carolina Rules for Alternative Dispute

Resolution with subsequent judicial action lying in the Circuit Court, shall be initiated by one Party notifying the other Parties in writing of the dispute together with a request for mediation as described herein. The City and a representative of the Owner(s) shall within five (5) days of receipt of such notice pick a mutually acceptable mediator, unless the parties to the mediation mutually agree to multiple mediators. The Parties shall then promptly convene a conference with the mediator or mediation panel and present their positions. In this conference the rules of evidence and other legal formalities shall not apply. Should the mediator or panel not be able to achieve a voluntary settlement among the parties, the mediator or panel shall declare an impasse and any Party shall be entitled to then pursue legal proceedings in the Circuit Court. The City and the Owners shall split 50/50 the costs and expenses of the mediator(s). The Parties also may mutually agree to non-binding arbitration in accord with the South Carolina Rules for Alternative Dispute Resolution. The Parties agree that disputes under this Agreement and its incorporated PUD provisions are contractual matters, not appealable to the ZBOA or the Planning Commission, but to the Circuit Court.”

33. Amending Paragraph 36, *Notices*, of the Original 2003 and 2000 Development Agreements, to include the following as to the Additional Owners:

First Carolina Corporation of S.C.
P.O. Box 1087
Beaufort, S.C. 29901

Burton Properties L.P.
P.O. Box 1087
Beaufort, S.C. 29901

Cane Island Properties L.L.L.P.
P.O. Box 1087
Beaufort, S.C. 29901

34. Amending subparagraph (a), *Agreement to Run with the Land*, of Paragraph 39, *General Terms and Conditions*, of the Original 2003 and 2000 Development Agreements, to include EXHIBITS BB and CC of the 2011 Amendment.

35. Amending subparagraph (g), *Attorney's Fees*, of Paragraph 39, *General Terms and Conditions*, of the Original 2003 and 2000 Development Agreements, to delete the word “all” and substitute the word “reasonable” preceding the words “attorney’s fee and costs and expenses.”

36. Amending subparagraph (a) (1), *Legal Description of Property and Legal and Equitable Owners*, of Paragraph 40, *Statement of Required Provisions*, of the Original 2003 and 2000 Development Agreements, to add: “The legal description of the Caroline Field Tract is set out in EXHIBIT BB of the 2011 Amendment, and the legal description of the Burton Properties Tract is set out in EXHIBIT CC of the 2011 Amendment. The present legal owner of the Caroline Field Tract is First Carolina Corporation of S.C. The present legal owner of the Burton

Properties Tracts is Burton Properties, L.P. The present owner of Upper Cane Island is Cane Island Properties, L.L.L.P.”

37. Amending subparagraph 3, *Permitted Uses*, of Paragraph 40, *Statement of Required Provisions*, of the 2003 Development Agreement, to delete the language of the original Agreement and substitute language to read:

“Densities, Building Intensities and Heights. A complete listing and description of permitted uses, population, densities, building intensities and heights, as well as other development standards, are contained in the Original 2003 Agreement, the 2008 Extension and the 2011 Amendment and its EXHIBIT HH as to the Hanover Park Tract; in the Original 2003 Agreement, the 2008 Extension and the 2011 Amendment and its EXHIBIT DD as to the Cane Island Retreat Tract; and in the Original 2003 Agreement, the 2008 Extension and the 2011 Amendment and its EXHIBIT EE as to the Airport Junction Tract.”

38. Amending subparagraph 3, *Permitted Uses*, of Paragraph 40, *Statement of Required Provisions*, of the 2000 Development Agreement, to delete the language of the original Agreement and substitute language to read:

“Permitted Uses, Densities, Building Intensities and Heights. A complete listing and description of permitted uses, population, densities, building intensities and heights, as well as other development standards, are contained in the Original 2000 Development Agreement, the 2011 Amendment and its EXHIBIT FF as to the Upper Cane Island Tract.”

39. Amending subparagraph 10, *Development Schedule*, of Paragraph 40, *Statement of Required Provisions*, of the Original 2003 and 2000 Development Agreements, to read:

“The Parties acknowledge that the Development Schedule for the Hanover Park Tract set out in EXHIBIT D-2 of the Original 2003 Development Agreement is no longer applicable due to the passage of time, and is hereby replaced by Exhibit HH-2 of this 2011 Amendment. Revised Development Schedules are specified for the Cane Island Retreat and Airport Junction Tracts in EXHIBITS DD-9 and EE-2, respectively, of this 2011 Amendment and Consolidation of Development Agreements. The Development Schedule for Upper Cane Island Tract is shown in EXHIBIT FF-15 of this 2011 Amendment and Consolidation of Development Agreements, and replaces EXHIBIT I of the 2000 Development Agreement.”

40. Agreeing that, notwithstanding any other provision of this 2011 Amendment, the development and development standards of the Caroline Field Tract and the Burton Properties Tract shall be in accord with the Commercial and/or Residential zoning of the Tracts in effect on the date of execution of this 2011 Amendment; except that:

(1) any setbacks from U.S. Highway 170 shall be twenty (20) feet; and

(2) the 40-acre Parcel (DMP#120-029-0108) of the Burton Properties Tract located south of Salem Road and bordering the marshes of Battery Creek shall be remain zoned General Residential (See EXHIBIT CC).

41. Agreeing that the 2008 Extension Agreement, Paragraph 3, is not to be construed so as to prohibit land uses or processes approved in the 2000 and 2003 Development Agreements, or this 2011 Development Agreement, by virtue of the use of the cross references set forth in Paragraph 3 of the 2008 Extension Agreement.

42. Deleting Paragraph 16 of the 2008 Extension Agreement in its entirety.

43. Deleting Paragraph 2 (c) of the 2008 Extension Agreement.

44. Agreeing the specific provisions of this 2011 Amendment, which incorporates the Master Plans and EXHIBITS, supersede any inconsistent or conflicting provision and standards contained in the 2008 Extension.

45. Agreeing that the Green Buffer as shown on Exhibit EE-6 and described in Exhibit EE-5.6 may be reconfigured at site design submission to be relocated along either the Northern or Eastern boundaries, and stormwater facilities and other engineering infrastructure may be located within the Green Buffer. Final engineering for storm water requirements, as well as the total maximum buildout on the northern parcels, will dictate the size and location of the Green Buffer, which may be proportionately reduced by the decrease in actually permitted and constructed square footage from the maximum allowable under the PUD and Development Agreement.

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

Maitha S. Harrington
WITNESS

[Signature]
WITNESS

CANE ISLAND RETREAT, L.L.C.

Frederick G. Trask
Frederick G. Trask, Managing
Member

Mary Louise Trask
Mary Louise Trask, Member

Frederick G. Trask
Frederick G. Trask, Trustee for Julia
Craig Trask Irrevocable Trust, Member

Martha S. Harrington
WITNESS

[Signature]
WITNESS

^{DLT}
HANOVER PARK, L.L.C.

[Signature]

Mary Canada Trask, Sole and Managing Member

Martha S. Harrington
WITNESS

[Signature]
WITNESS

AIRPORT JUNCTION, L.L.C.

[Signature]

Frederick G. Trask, Trustee for Julia Craig Trask Irrevocable Trust, Sole and Managing Member

Martha S. Harrington
WITNESS

[Signature]
WITNESS

GLEASON PLACE, L.P.

[Signature]

Frederick G. Trask, President of Wiseblood, Inc., General Partner

Martha S. Harrington
WITNESS

[Signature]
WITNESS

SEA ISLAND HOMEPLACE, L.P.

[Signature]

Frederick G. Trask, General Partner

Martha S. Harrington
WITNESS

[Signature]
WITNESS

CANE ISLAND PROPERTIES, L.L.L.P.

[Signature]

John M. Trask, Jr., Member of Trask Management, L.L.C., General Partner, Its Manager

[Signature]

Frederick G. Trask, Member of Trask Management, L.L.C., General Partner, Its Manager

Martha S. Harrington
WITNESS

[Signature]
WITNESS

BURTON PROPERTIES, L.P.

John M. Trask, Jr.
John M. Trask, Jr., Its General Partner

Frederick G. Trask
Frederick G. Trask, Its General Partner

Martha S. Harrington
WITNESS

[Signature]
WITNESS

**FIRST CAROLINA CORPORATION
OF S.C.**

John M. Trask, Jr.
John M. Trask, Jr., Its President

Naomi J. Lerman
WITNESS

[Signature]
WITNESS

CITY OF BEAUFORT

By: [Signature]
Scott Dadson, City Manager

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

ACKNOWLEDGMENT

I HEREBY CERTIFY, that on this 2nd day of August, 2011 before me, the undersigned Notary Public of the State of South Carolina, personally appeared Frederick G. Trask as Managing Member of Cane Island Retreat, L.L.C., Mary Louise Trask as Member of Cane Island Retreat, L.L.C., and Frederick G. Trask, Trustee for Julia Craig Trask Irrevocable Trust as Member of Cane Island Retreat, L.L.C., known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within document, who acknowledged the due execution of the foregoing document.

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

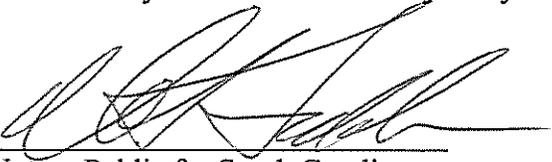


Notary Public for South Carolina
My Commission Expires: 9-19-12

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT) ACKNOWLEDGMENT

I HEREBY CERTIFY, that on this 2nd day of August, 2011
before me, the undersigned Notary Public of the State of South Carolina, personally appeared
Mary Canada Trask, Sole and Managing Member of Hanover Park, L.L.C., known to me (or
satisfactorily proven) to be the person whose name is subscribed to the within document, who
acknowledged the due execution of the foregoing document.

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



Notary Public for South Carolina
My Commission Expires: 9-19-12

STATE OF SOUTH CAROLINA

)

ACKNOWLEDGMENT

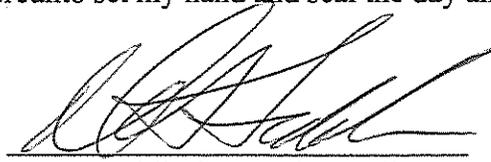
)

COUNTY OF BEAUFORT

)

I HEREBY CERTIFY, that on this 2nd day of August, 2011 before me, the undersigned Notary Public of the State of South Carolina, personally appeared Frederick G. Trask, Trustee for Julia Craig Trask Irrevocable Trust, Sole and Managing Member of Airport Junction, L.L.C., known to me (or satisfactorily proven) to be the person whose name is subscribed to the within document, who acknowledged the due execution of the foregoing document.

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



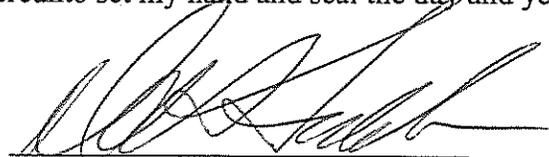
Notary Public for South Carolina

My Commission Expires: 9-19-12

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT) ACKNOWLEDGMENT

I HEREBY CERTIFY, that on this 2nd day of August, 2011 before me, the undersigned Notary Public of the State of South Carolina, personally appeared Frederick G. Trask, President of Wiseblood, Inc., General Partner of Gleason Place, L.P., known to me (or satisfactorily proven) to be the person whose name is subscribed to the within document, who acknowledged the due execution of the foregoing document.

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



Notary Public for South Carolina
My Commission Expires: 9-19-12

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT) ACKNOWLEDGMENT

I HEREBY CERTIFY, that on this 2nd day of August, 2011 before me, the undersigned Notary Public of the State of South Carolina, personally appeared Frederick G. Trask, General Partner of Sea Island Homeplace, L.P., known to me (or satisfactorily proven) to be the person whose name is subscribed to the within document, who acknowledged the due execution of the foregoing document.

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

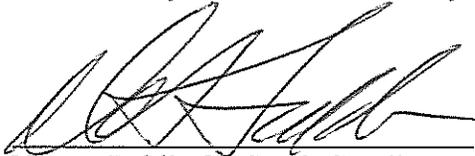


Notary Public for South Carolina
My Commission Expires: 9-19-12

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT) ACKNOWLEDGMENT

I HEREBY CERTIFY, that on this 2nd day of August, 2011 before me, the undersigned Notary Public of the State of South Carolina, personally appeared John M. Trask, Jr., Member of Trask Management, L.L.C., General Partner, as Manager of Cane Island Properties, L.L.L.P.; and Frederick G. Trask, Member of Trask Management, L.L.C., General Partner, as Manager of Cane Island Properties, L.L.L.P., known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within document, who acknowledged the due execution of the foregoing document.

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

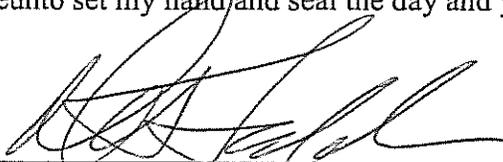


Notary Public for South Carolina
My Commission Expires: 9-19-12

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT) ACKNOWLEDGMENT

I HEREBY CERTIFY, that on this 2nd day of August, 2011
before me, the undersigned Notary Public of the State of South Carolina, personally appeared
John M. Trask, Jr. and Frederick G. Trask, General Partners of Burton Properties, L.P., known to
me (or satisfactorily proven) to be the persons whose names are subscribed to the within
document, who acknowledged the due execution of the foregoing document.

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

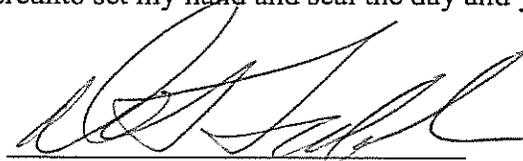


Notary Public for South Carolina
My Commission Expires: 9-19-12

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT) ACKNOWLEDGMENT

I HEREBY CERTIFY, that on this 2nd day of August, 2011 before me, the undersigned Notary Public of the State of South Carolina, personally appeared John M. Trask, Jr., President of First Carolina Corporation of S.C., known to me (or satisfactorily proven) to be the person whose name is subscribed to the within document, who acknowledged the due execution of the foregoing document.

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



Notary Public for South Carolina

My Commission Expires: 9-19-12

EXHIBIT AA

AA-1 THE 2003 DEVELOPMENT AGREEMENT/2008 EXTENSION

The Owners in the Original 2003 Development Agreement and the City subsequently entered into an Extension of Development Agreement, dated April 28, 2008, and recorded at Book 2714, at Pages 1108-1123, in the Office of the Beaufort County Register of Deeds, which extended the term of the Original 2003 Development Agreement and amended certain provisions of the Original Development Agreement (sometimes referred to herein as “the 2008 Extension” or, together with the Original 2003 Development Agreement, as the “2003 Development Agreement”).

EXHIBIT BB

BB-1 THE CAROLINE FIELD TRACT PROPERTY DESCRIPTION

The Caroline Field Tract (DMP # 122-029-103F) consists of 10.12 acres of highland.

EXHIBIT CC

CC-1 THE BURTON PROPERTIES TRACT PROPERTY DESCRIPTION

The Burton Properties Tract consists of 99.71 acres and includes the following Parcels:

DMP#:	122-029-0241	(1.18 acres)
	122-029-0242	(1.18 acres)
	122-029-0243	(1.18 acres)
	122-029-0244	(1.18 acres)
	122-029-0233	(29.35 acres)
	122-029-0490	(17.02 acres)
	120-029-0108	(44.43 acres)
	122-029-0255	(4.19 acres)

EXHIBIT DD

PERTAINING TO THE

CANE ISLAND RETREAT TRACT

DD-1 DESCRIPTION OF THE LOWER CANE ISLAND TRACT

The Lower Cane Island Tract (a.k.a. the Cane Island Retreat Tract) is a 170.45 acre island, more or less, 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, including Cat Island, Upper Cane Island, and Gibbs Island. The islands are linked by South Carolina Highway 129 (Islands Causeway).

Of the 170.45 acres comprising Lower Cane Island, 143.53 acres are located within the zoning jurisdiction of the City of Beaufort, while 26.92 acres are located within the zoning jurisdiction of Beaufort County.

The property is shown on the plat entitled: ‘Cane Island Retreat Planned Unit Development Boundary Survey, prepared for Cane Island Retreat L.L.C. and Sea Island Homeplace L.P.,’ Lower Cane Island, Beaufort County, South Carolina, dated 2/13/98, revised 1/2/03, by David E. Gasque, R.L.S., S. C. Registration Number 10506.

DD-2 LAND USE SUMMARY CHART

Land use at the Cane Island Retreat Tract is described according to individual Parcels. See the Land Use Summary Chart below and the PUD Master Plan (EXHIBIT DD-7). Cane Island Retreat is a mixed use development, combining one or more residential and/or commercial uses.

Parcel	Use	Acreage	Dwelling Units	Density %	Commercial Sq. footage	Civic Sq. Footage
3-D	R-2	21.16	32	.66		
4-A	R-2	2.03	2	1.15		
4-B	R-2	3.10	2	1.55		
4-C	R-2	1.61	2	.80		
4-D	R-3	4.52	10	.45		
4-E	R-3	8.39	18	.47		
5	CC-2	4.67	8	.58	10,000	10,000
6	R-3	11.87	75	.16		
7-A	R-3	12.10	15	.81		
7-B	R-3	3.56	4	.89		
8-A	R-3/CC-1	2.25	8	.28	50,000	10,000
8-B	CC-1	9.95	36	.28		
8-C	CC-1	1.32	3	.44		
8-D	R-3/CC-1	8.69	42	.21		
8-E	R-3/CC-1	5.81	8	.73		
9	Open Space	42.5		.26		
GROSS		143.53	265	1.8	60,000	20,000
NET		101.03	265	2.6	60,000	20,000

The figures presented in the above Land Use Summary Chart represent acreages and maximum dwelling units, as well as civic and commercial square footage maximums, for that portion of the Cane Island Retreat Tract which lies within the boundaries of the City of Beaufort.

The number of dwelling units for the Cane Island Retreat Tract located within the City shall not exceed 265 dwelling units. Guest suites and accessory units that do not contain kitchens do not apply toward total dwelling unit count. Residential Density is transferable among Parcels, to allow for clustering.

Civic and commercial square footage for the Cane Island Retreat Tract located within the City is transferable between the designated Parcels, provided that the combined total of civic and commercial building space does not exceed 80,000 square feet.

FOR INFORMATION ONLY:

The Parcels in the table below occupy that portion of the Cane Island Retreat Tract which is under the zoning jurisdiction of Beaufort County (See EXHIBIT DD-7). The Parcels comprise a total of 26.92 acres and represent a maximum of 29 dwelling units. Beaufort County Parcels are not included in this Consolidated 2011 Development Agreement as they are not within the corporate limits of the City of Beaufort.

PARCEL	USE	ACREAGE	DEVELOPED LOTS
<i>1-A, B, C</i>	<i>R-1</i>	<i>10.24 acres</i>	<i>13</i>
<i>2</i>	<i>R-1</i>	<i>3.93 acres</i>	<i>5</i>
<i>3-A, C</i>	<i>R-1</i>	<i>5.13 acres</i>	<i>6</i>
<i>3-B</i>	<i>R-1</i>	<i>2.99 acres</i>	<i>5</i>
<i>Bay Drive/Cane Way</i>	<i>R/W</i>	<i>4.63 acres</i>	
COUNTY		<i>26.92 acres</i>	<i>29</i>

DD-3

PERMITTED USES

Land use categories are designated on the Land Use Summary Chart (EXHIBIT DD-2) and the PUD Master Plan (EXHIBIT DD-7). They shall be permitted the following uses:

All PARCELS within the Cane Island Retreat Tract will be permitted the following uses:

i. 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.

ii. Civic and institutional uses including, but not limited to: indoor recreational buildings, 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.

iii. Agricultural uses and silvicultural uses.

iv. 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.

v. 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.

PARCELS 3-8 will be permitted the following specific uses, as such uses are listed in the Unified Development Ordinance (UDO) of the City of Beaufort, revised February 1, 2009:

1. Parcel 3-D:

- a. single family dwelling units, detached or attached
- b. all uses allowed in R1, all uses allowed in GR, General Residential District
- c. real estate sales, development, and administrative offices
- d. model homes
- e. nursing home, retirement home, assisted living facility

2. Parcels 4-A, B, C --- RESIDENTIAL 2 (R2):

- a. single family dwelling units, detached or attached
- b. all uses allowed in R1
- c. neighborhood convenience store
- d. medical or veterinary office
- e. real estate sales, development, and administrative offices

3. Parcels 4-D, E; 6; 7-A, B; 8-A,B,C, D, E --- RESIDENTIAL 3 (R3):

- a. all uses allowed in R2
- b. all uses allowed in Section 5-6046 (GR general residential district)

4. Parcels 8-B, C --- COMMUNITY COMMERCIAL 1 (CCI):

- a. all uses allowed in R3
- b. 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)
- c. hospitality facilities, such as bed and breakfast, inn, hotel
- d. eating or drinking establishments
- e. professional offices
- f. commercial recreation facilities
- g. nursing home, retirement home, assisted living facility

5. Parcel 5 --- COMMUNITY COMMERCIAL 2 (CC2):

- a. all uses allowed in CCI

- b. neighborhood convenience store including gasoline pumps (two sets)
- c. office buildings
- d. animal hospital, kennels, pet hotels
- e. equestrian center

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.

DD-4 ACCESSORY USES

Accessory uses within the boundaries of the Parcels 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 DD-3), the following accessory uses are permitted:

All accessory uses listed in Section 5-6111, as per the Unified Development Ordinance (UDO) of the City of Beaufort, revised February 1, 2009:

- 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

DD-5 DENSITY

The overall density proposed is approximately 1.8 Dwelling Units per gross acre. The net density proposed is approximately 2.6 Dwelling Units per net acre.

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. Net Acreage proposed for the City of Beaufort is approximately 101.03 acres.

In order to allow flexibility in design density, such as opportunities to cluster buildings and consolidate open space, the following shall apply to individual Parcels:

- 1) Final density for any given Parcel will be determined by the surveyed acreage of that Parcel multiplied by the density for that Parcel as indicated on the Land Use Summary Chart.
- 2) Residential density is transferrable among Parcels, in order to allow for clustering.

DD-6 DESIGN STANDARDS AND DEVELOPMENT STANDARDS

Required Site Planning Parameters shall be set by the PUD Agreement and are as follows:

1. Residential lot specifications

Uses include: multi-family, duplexes, attached and detached single family, assisted living complex, and other customary residential uses.

Residential – 265 units (includes attached, detached, multi-family, live-work units).

Minimum Residential Unit Size – 550 square feet

Minimum detached Residential Unit size – 800 square feet

Minimum lot width: 20 feet

Minimum lot depth: 50 feet

Minimum Unit Size – 800 square feet

Minimum Garage Apartment size – 550 square feet

Garage Apartments shall only occur on detached residential lots and shall not count toward the residential unit maximum.

There shall be no minimum floor area for a condominium unit or an accessory building.

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

2. 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.

3. Building Height

Building height for all structures will be measured from Finished Grade to Mean Roof Height.

Maximum building height shall be 50 feet, except for lots bordering the lake, marsh, or river, in which case the maximum building height shall be 35 feet, with the following exception:

On lots bordering the lake, marsh, or river, the building height may be increased one foot for every additional foot that the building is set back from the critical line setback (to a maximum building height of 50 feet if the building on the lot is set back 45 or more feet from the critical line setback for a single family building, 55 or more feet from the critical line setback for a multifamily building, or 65 or more feet for a non-residential structure).

Church steeples may not exceed 100 feet.

4. Setbacks

All residential buildings shall be set back a minimum of thirty (30) feet from the PUD perimeter line and from the SCDHEC-OCRM salt water critical line (the tidal area setback), with the exception that residential buildings located in Parcel 8-C shall be setback a minimum of twenty (20) feet from the PUD perimeter line and OCRM critical line.

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 20 feet.

Setbacks from the OCRM critical line shall be a minimum of 50 feet for Commercial and Civic buildings.

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. For purposes of clarity, Cat Island shall be the benchmark.

5. 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.

There shall be a twenty (20) foot buffer bordering areas designated as Freshwater Wetlands by the US Army Corps of Engineers.

A minimum twenty (20) foot buffer (the tidal area buffer) will be established within the tidal area setback bordering the OCRM salt water critical line.

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. For purposes of clarity, Cat Island shall be the benchmark.

6. Open Space

The minimum required open space for the Cane Island Retreat PUD is 20%.

Open space is defined as Land not developed for private use. Open space shall be calculated within the overall boundary of the PUD and not site specific. Open Space may be modified to accept stormwater facilities and other engineering infrastructure as well as Civic buildings

along with their accompanying parking. 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 (See Items 14 and 15 of EXHIBIT DD-6). Open Space shall include buffer areas, grassed areas, bike paths, fresh and saltwater wetlands, retention and detention ponds, drainage easements, utility easements, grassed shoulders for streets, alleyways, parking areas, and roads, as well as community recreation uses, such as tennis courts, playing fields, and horse riding facilities.

7. Site Parameters for Commercial and Civic Uses

The approximate location of civic and commercial uses at Cane Island Retreat is indicated on the PUD Master Plan (See EXHIBIT DD-8). 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 Space is defined as property set aside for institutional and community uses, e.g., worship, learning, gathering, recreation, fire safety, school.

Commercial square footage shall be defined as follows:

- 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.

Commercial and Civic uses combined shall not exceed 80,000 square feet. Civic and Commercial square footage is 100% transferable between the parcels designated on the Master/Regulating Plan, one use to the other.

Commercial -- Maximum amount of commercial square footage (any type) shall be 80,000 square feet. There shall be no minimum floor area for a commercial building.

Hotel/Spa/Restaurant – 60,000 square feet maximum.

Minimum Building Size – 1,200 square feet.

Maximum Building Size – 45,000 square feet.

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

Civic – Maximum amount of Civic Space shall be 40,000 sq. ft.

Maximum building Size – 15,000 square feet

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

8. Signage

All signs internal to the Cane Island Retreat development shall be governed by the Covenants and the ACC. Commercial signs fronting Islands Causeway shall comply with City sign regulations. No billboards shall be allowed.

9. 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 subdivision approval. 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 of the Cane Island Retreat Tract, provided such achieve the design standards of this EXHIBIT DD-6. Covenants shall include regulations and guidelines for Landscaping and Tree Preservation. For examples of Covenants see EXHIBIT B-16 of the 2003 Development Agreement.

10. Aesthetics

In accordance with Article K, Section 5-6201, the architecture 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.

In respect to Parcel 5, which borders Islands Causeway, design shall be governed by the Developer, the Community Association, and, in the event that the Parcel is used for commercial purposes, by the City of Beaufort Design Review Board or any successor. All other Parcels shall be governed by the Developer and the Community Association(s) through the use of Covenants and the Architectural Control Committee(s).

11. Site Lighting

Site Lighting will be subject to review by the City of Beaufort Design Review Board for

conformity to minimum standards to be developed by the ACC, which will meet or exceed 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. Lighting fixtures shall be part of the overall project design and will require ACC approval.

12. 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.

13. 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, dog kennels, 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.

14. Trees

The Cane Island Retreat Covenants and Design Standards meet or exceed the City tree protection standards and are enforced by the Developer and the Cane Island Retreat

Architectural Control Committee. The Covenants and Design Standards are contained in EXHIBITS B-15 and B-16 of the 2003 Development Agreement.

Specimen trees on Cane Island Retreat 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.

15. Landscaping

Development will comply and the provisions of the Cane Island Retreat Covenants (Article 6.12 of the 2003 Development Agreement) and the Cane Island Retreat Design Standards 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.

DD-7

CANE ISLAND RETREAT PUD

MASTER PLAN

REGULATING PLAN

Cane Island Retreat is planned as a mixed use development, combining residential and/or commercial uses. The Cane Island Retreat Planned Unit Development Master Plan is the Regulating Plan. The Cane Island Retreat PUD Master Plan is 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 and may be increased or decreased within the parameters established by this document. This flexibility shall

include boundary adjustments and final road locations. For specific commitments to design elements, see Paragraph 24 of the Original 2003 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.

The purpose of the PUD Master Plan is to allow flexibility for the Developer in the pursuit of the following goals:

- distinctiveness and excellence in planning and landscaping design and siting of aesthetically pleasing streets and roads
- preservation of unique and important natural features and resources
- creative development of recreational areas
- clustering of buildings
- development of attractive buffers along roadways
- use of greenways linking various uses
- use of footpaths and pedestrian circulation networks
- employment of traffic mitigation measures
- use of rear alleys for service purposes
- placing of structures on the most suitable sites in respect to soils, topography, vegetation, slopes, views, and exposures.

EXHIBIT DD-7

Cane Island Retreat Master Plan

DD-8

THE CANE ISLAND RETREAT PUD 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 Master (Regulating) Plan governs.

DD-9 PHASING

The estimated time to full build-out of Cane Island Retreat is in excess of twenty (20) 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 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, as shown on the PUD Master Plan. 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.

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

- a traditional residential neighborhood with varying sized lots bordering streets laid out in a grid pattern;
- a commercial village neighborhood or 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.

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:

PHASE	PARCELS	COMMENCEMENT DATE	INTERIM COMPLETION DATE
I	4-E	2012	2016
II	5; 6	2013	2016
III	3-D; 7-A	2017	2020
IV	4-A,B,C,D	2018	2020
V	8-A,B,C,D,E	2018	2024

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 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.

DD-10 THOROUGHFARE STANDARDS

Private Roads, Rights-of-Way and Pavement Widths

The Cane Island Retreat street system will be private and maintained by a Community Association. Streets 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 set by the ACC. They shall have a surface designed for the soil conditions. All two-way streets that are the primary or sole access to a lot shall have a minimum pavement width of 18 feet. Low speed limits and traffic mitigation devices may be employed.

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

<u>Type</u>	<u>Pavement Width</u>	<u>Right-of-way Width</u>
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

Street Sections

Future 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.

DD-11 ROADWAY PLAN

Access and Streets

The PUD Master Plan has been reviewed by the South Carolina Department of Highways and Public Transportation, SCDOT.

1. The project is accessed from South Carolina Highway 129 (Islands Causeway), which crosses the southeast corner of Lower Cane Island before terminating on Cat Island.
2. The proposed project entrances are shown on the PUD Master Plan (EXHIBIT DD-7).
3. Proposed roads displayed on the PUD Master Plan are schematic and conceptual only.
4. Curb cuts approved by the SCDOT are hereby approved by the City of Beaufort.

DD-12

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 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.

DD-13 **PARKING AND LOADING REQUIREMENTS**

<u>PARKING AMOUNTS</u>	<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' x 18'	at 90 degrees
8' x 20'	when parallel
9' x 19'	when diagonal

DD-14 **SEWER and WATER**

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

DD-15 **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 Cane Island Retreat PUD Master (Regulating) Plan has been developed (see EXHIBIT DD-7) 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 in effect as of the execution of the 2011 Amendment.

DD-16 **DEFAULT REGULATIONS**

For items not noted in the Development Agreement and its incorporated Master Plans and EXHIBITS, 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 Development Amendment.

EXHIBIT EE

PERTAINING TO

THE AIRPORT JUNCTION TRACT

EE-1 DESCRIPTION OF AIRPORT JUNCTION TRACT

The property is shown on the accompanying plat, entitled: 'Airport Junction PUD Boundary Survey, prepared for Airport Junction L.L.C.,' Lady's Island, Beaufort County, South Carolina, dated 12/9/96, revised 1/2/03, prepared by David E. Gasque, R.L.S., S. C. Registration Number 10506.

The property consists of approximately 40.77 acres, more or less, divided by Sea Island Parkway on Lady's Island, South Carolina. The northern parcel is 26.20 acres and the southern parcel is 14.57 acres. The property lies within the zoning jurisdiction of the City of Beaufort.

EE-2 DEVELOPMENT SCHEDULE

Airport Junction 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.

The development to occur 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 are subject to the Developer's discretion, in recognition of the fact that long term multiple-use developments respond to variable market conditions. Subsequent phases will occur in increments determined by buyer preferences, market conditions and direction of growth. Utilities will be planned, designed, and sized for build-out of the total PUD.

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:

PHASE	PARCELS	COMMENCEMENT DATE	INTERIM COMPLETION DATE
I	A-1,2,3	2013	2022
II	B-1,2	2014	2018
III	C-1, 2	2016	2020

EE-3 LAND USE SUMMARY CHART

For purposes of designating specific areas of land use the Airport Junction Tract has been divided into Parcels. The Parcels are referred to in the Land Use Summary Chart below and in the PUD Master Plan (EXHIBIT EE-6).

PARCEL	ACREAGE		USE	Dwelling Units		Square footage
				per parcel	per acre	
A-1	3.43	14.57	Highway Commercial	16	1.1	116,000
A-2	3.76					
A-3	7.38					
B-1	2.2	7.04	Highway Commercial			260,000
B-2	4.84					
C-1	4.34	19.16	Highway Commercial/ Limited Industrial			
C-2	14.82					
Open Space	8.15					
Gross	40.77			16	.39	376,000
Net	30.91			16	.51	376,000

The figures presented in the above chart represent maximum dwelling units for the Airport Junction Tract, as well as maximum square footage computations for Highway Commercial, General Commercial, and Limited Industrial space. The Tract has 40.83 acres. The number of dwelling units shall not exceed 16. The total square footage of

Limited Industrial, General Commercial, and Highway Commercial building space shall not exceed 376,000 square feet.

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

EE-4 PERMITTED USES

Land use categories are shown on the Land Use Summary Chart (EXHIBIT EE-3) and the PUD Master Plan (EXHIBIT EE-6). Airport Junction is a mixed use development. The development will provide a mixture of any two or more Highway Commercial (HC), General Commercial (GC), Limited Industrial (LI), or residential uses (GR).

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 SCDHEC; 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. Parcel A shall be permitted the following uses:

i. all uses allowed in GR, General Residential District

ii. all uses allowed in Section 5-6051 (HC highway commercial district), including animal hospitals/veterinary clinics, kennels, pet hotels, petting zoo.

3. Parcel B shall be permitted the following uses:

i. all uses allowed in Section 5-6051 (HC highway commercial district)

4. Parcel C will be permitted the following uses:

i. all uses allowed in Section 5-6048 (GC general commercial district)

ii. all uses allowed in Section 5-6052 (LI limited industrial district)

All residential uses shall include accessory uses as outlined in EXHIBIT D-4.

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.

EE-5 DESIGN STANDARDS AND DEVELOPMENT STANDARDS

Required Site Planning Parameters are set by the Airport Junction PUD Master Plan and PUD Agreement, and are listed as follows:

1. Lot Specifications

- A. Residential Mixed Use
 - minimum lot width: 24 feet
 - minimum lot depth: 50 feet

 - maximum “live-above, live-work” units - 16 units
 - minimum Residential Unit Size – 550 square feet

- B. Office/Retail/Industrial
 - minimum lot width: 50 feet
 - minimum lot depth: 50 feet
 - maximum Building Size – 150,000 square feet
 - minimum Building Size – 1,200 square feet

2. 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.

Maximum amount of square footage (all uses) within the 26.20 acre northern parcel shall be 260,000 square feet.

Maximum amount of square footage (all uses) within the 14.57 acre southern parcel shall be 116,000-square feet.

A Building with a Large Building Footprint must orient its longest façade(s) toward Airport Circle Road and access its primary car parking lot from Airport Circle Road. A portion of shorter façade facing Sea Island Parkway and visible to the Parkway shall provide an entrance facing the Parkway.

Building Footprint is defined as dimensions of slab or foundation footings for an enclosed, or unenclosed structure (and any combination of these) measured in square feet. For purposes of determining square footage, the following condition shall also be deemed to be one structure: structures separated by pedestrian passages/walkways, covered or uncovered, of 20 feet or less shall be considered one building footprint when totaling their individual areas.

Large Building Footprint is defined as a building having a Building Footprint more than 110,000 square feet.

3. Lot Layout

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

4. Building Height

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

5. Setbacks

Setbacks are shown on EXHIBIT EE-6.

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

Any Building Footprint greater than 55,000 square feet shall be set back a minimum of 300 feet from Sea Island Parkway, and may only be situated within Parcels C-1 and C-2 as shown on the Master Plan.

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 U.S. Corps of Engineers the delineated freshwater wetland shall be 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, ditches, 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

Buffers are shown on EXHIBIT EE-6.

A proposed Green Buffer is shown (in concept) on EXHIBIT EE-6; its configuration may be altered at site design submission. Stormwater facilities and other engineering infrastructure may be located within the Green Buffer. Final engineering requirements will dictate the size and location of the Green Buffer.

Definition of Green Buffer -- Land left undeveloped with structures, parking lots, and other impermeable surfaces. Green Buffers may be modified to accept stormwater infrastructure. Clearing existing trees and vegetation shall not be permitted except in the specific areas necessary to accommodate stormwater infrastructure or as allowed by the PUD agreement.

There shall be a vegetated buffer within the entire 15 foot perimeter setback of the PUD property, except that it shall be 10 feet where said property abuts Airport Road, Lost Island Road, the Six L's packinghouse property, the Fleming Anderson property, and the Gay Enterprises 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.

When buffers contain existing vegetation sufficient to provide a desirable degree of screening effect [e.g., equivalent to what currently exists at Lowe's on Highway 170 in Beaufort], additional plant material including overstory and understory trees and shrubs shall not be required.

In addition to the above, the following requirement will govern the PUD development during its phasing:

Buildings with Footprints greater than 55,000 square feet beyond the 300 foot setback on Parcels C-1 and C-2 must be screened from view as seen from Sea Island Parkway by trees, buildings or any combination thereof that are within the 300 foot setback. For purposes of clarity, the current Lowe's development off HWY 170 shall be used as the benchmark. Should development begin first beyond the 300 foot setback, the Developer will insure that any construction in that location shall mitigate elevated fill and storm water runoff to prevent the die-off of specimen trees of 12" in diameter or greater within the 300 foot setback.

7. Open space

The minimum required open space for the Airport Junction PUD is 20%.

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, grassed shoulders for streets, alleyways, parking areas, and roads, as well as community recreation uses, such as picnic areas and passive parks.

Open Space may be modified to accept stormwater facilities and other engineering infrastructure as well as Civic buildings along with their accompanying parking. 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.

8. Landscaping

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 Airport Junction 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 strict 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 Airport Junction Community Association.

9. Trees

The current City of Beaufort Tree Preservation Ordinance (Article 7.3 of the UDO) shall apply to the PUD except where it conflicts with the PUD specifications.

Airport Junction will have stringent tree covenants and design standards administered and enforced by the Developer and the Architectural Control Committee (ACC).

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

10. Covenants

The Developer will record in the office of the Beaufort County Register of Deeds a Declaration(s) of Covenants (DC) regarding any particular parcel no later than the filing of a final subdivision or development 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 required design standards of this EXHIBIT EE-5.

11. Site Parameters for Commercial, Residential, and Industrial Uses

The location of commercial, residential, and industrial uses are indicated on the PUD Master Plan. See EXHIBIT EE-6.

The maximum allowable number of residential Dwelling Units for the total Tract is 16.

The types of residential units envisioned are single family town house units, multi-family condominium units, and/or “loft” or “live-work” units (residences located above office, shop, warehouse, or retail space). Residential Dwelling units shall be restricted to Parcel A.

Limited industrial square footage is restricted to Parcel C.

12. Site Lighting

Site Lighting will be subject to review by the Beaufort County Aviation Board and the City of Beaufort Design Review Board. Lighting will be shielded so as not to pose a hazard to aviation. 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 and are subject to review by the Beaufort County Aviation Board and City of Beaufort Design Review Board.

13. Signage

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

Free Standing Signs

1- One Small Marquee Sign may be located on the northern parcel at the intersection of Airport Circle and Sea Island Parkway and one Small Marquee Sign may be located along Sea Island Parkway for the southern parcel at the Curb Cut location described in Curb Cuts, note 2 of Exhibit EE-7.

2- One Large Marquee Sign for the northern parcel and one Large Marquee Sign for the southern parcel may be placed along Sea Island Parkway at the two Curb Cut locations described in Curb Cuts, note 3 of Exhibit EE-7.

3- One Small Marquee Sign may be located on the northern parcel at Curb Cut #4 on Sea Island Parkway, and one Small Marquee Sign may be located at Curb Cut #5 along Sea Island Parkway for the southern parcel at the Curb Cut locations described in Curb Cuts, note 4 of Exhibit EE-7.

4- A total of one Large Marquee Sign, one Small Marquee Sign, and one Small Business Sign may be placed at up to three of the Curb Cuts described in Curb Cuts, note 5 of Exhibit EE-7.

5- A total of one Small Marquee Sign and one exit/service entrance sign may be placed along Lost Island Road.

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).

A "Small Business Sign" is defined as the largest sign allowed under Section 7.2.G.1 for properties having less than 150 feet of Frontage under the "SC 170, US 21, SC 280" Design District as shown in the Table (7.2.G.1.c).

14. Architectural Design

In accordance with Article K, Section 5-6201, the architecture at Airport Junction 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.

15. 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.

16. Water and Sewer

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

17. 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.

18. 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 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.

19. 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.

20. 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 Airport Junction PUD Master (Regulating) Plan has been developed (see EXHIBIT EE-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 in effect as of the date of execution of the 2011 Amendment.

AIRPORT JUNCTION PUD

MASTER PLAN

REGULATING PLAN

The Airport Junction Planned Unit Development (PUD) Master Plan is the Regulating Plan. The development will provide a mixture of any two or more of Highway Commercial (HC), General Commercial (GC), Limited Industrial (LI), and residential uses (GR).

The Airport Junction PUD Master (Regulating) Plan is a conceptual, schematic design intended to depict current planning in respect to roads, water, sewer, drainage systems, buffers, setbacks, and land uses. The developer reserves the right to modify this plan in accordance with Paragraph 24 of the Original 2003 Development Agreement as amended by Paragraph 29 of this 2011 Amendment 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 2003 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.

The acreages depicted on the PUD Master (Regulating) Plan are approximate. In order to maintain the necessary development flexibility, the acreages for the various Parcels, open spaces, roads and other areas depicted on the Master Regulating Plan may be increased or decreased within the parameters established by this document. This flexibility shall include boundary adjustments and final road locations.

EXHIBIT EE-6

Airport Junction Master Plan