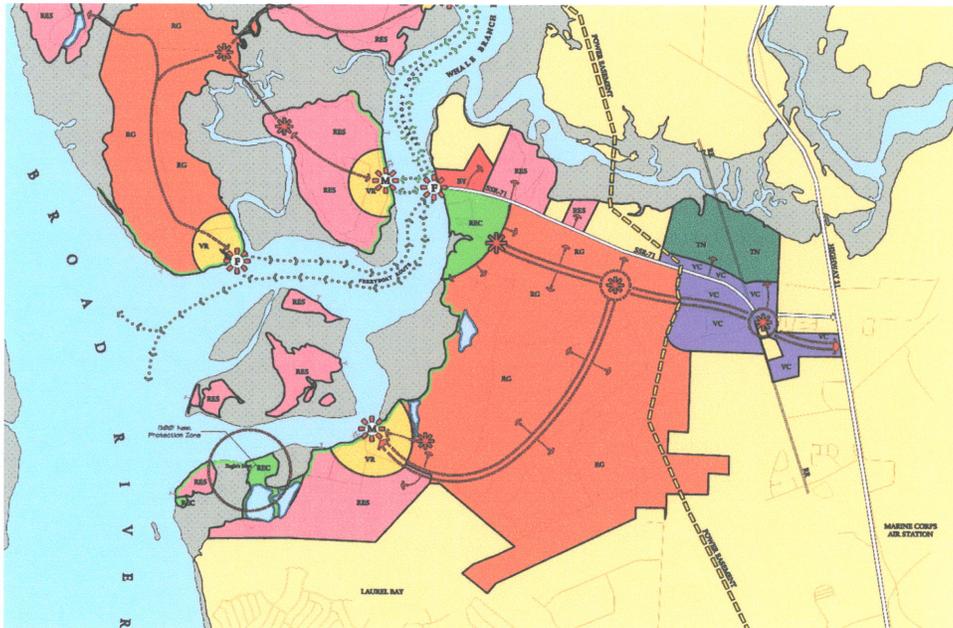


CONCEPTUAL MASTER PLAN /PLANNED UNIT DEVELOPMENT  
AND  
ANNEXATION PETITION  
AND  
DEVELOPMENT AGREEMENT  
FOR

CLARENDON FARMS  
Beaufort, South Carolina



Submitted to  
City of Beaufort  
January 5, 2006  
Revised December 1, 2006

STATE OF SOUTH CAROLINA

BEFORE THE CITY COUNCIL OF BEAUFORT, SOUTH CAROLINA

IN THE MATTER OF: )  
)  
CLARENDON FARMS, LLC, ) PETITION FOR ANNEXATION  
Petition for Annexation ) OF PROPERTY  
of Property in the Municipal )  
Limits of Beaufort, South Carolina ) Dated: January 17, 2006  
\_\_\_\_\_ )

Clarendon Farms, LLC (successor to Clarendon Farms, Inc. by virtue of a change in organization) (hereinafter “Clarendon”), being 100% of the owners of the within properties, pursuant to Section 5-3-150(3) of the laws of the State of South Carolina hereby petitions the City Council of Beaufort, South Carolina to annex certain of its properties (hereinafter described) that are contiguous to the City’s corporate boundaries into the City of Beaufort as follows:

1. Clarendon owns all those real properties (the “Clarendon Property”) more fully described on Exhibit “A”, attached hereto, that is contiguous to the corporate boundaries of the City of Beaufort, South Carolina;

2. Clarendon, through its representatives, seeks to negotiate with the duly appointed or elected representatives of the City of Beaufort various aspects and ramifications of the annexation of the Clarendon Property into the municipal limits of the City of Beaufort and to negotiate a Development Agreement pursuant to the South Carolina Local Government Development Agreement Act (“Act”);

3. Clarendon respectfully requires as a condition of this Petition that, to the fullest extent permitted by law and the ordinances (“Ordinances”) of the City required for the annexation, the approval of a mutually agreed upon Development Agreement be adopted simultaneously;

4. Clarendon reserves the right to jointly modify, amend or withdraw this Petition and / or to severally withdraw from this Petition at any time prior to the adoption of the aforementioned Ordinances upon delivery of written notice to the City Council of Beaufort.

**WHEREFORE**, Clarendon, pursuant to the laws of the State of South Carolina, petitions the City Council of Beaufort, South Carolina to annex the Clarendon Property described in Exhibit “A” and shown on Exhibit “B” into the municipal boundaries of the City, conditioned upon the simultaneous adoption by the City Council of a mutually agreed upon Development Agreement between Clarendon and the City pursuant to the Act and in accordance with Paragraph 2 above.

Witness the hand and seals of the undersigned this 17<sup>th</sup> day of JANUARY, 2006.

**CLARENDON FARMS, LLC**

By: John Boyette

Its: Vice President

## Exhibit "A"

All those certain pieces, parcels or lots of lands, situate, lying and being in Beaufort County, South Carolina, consisting of approximately 4,151 acres in total, and being generally described as all of the properties owned by Clarendon Farms, LLC which are contiguous to the City of Beaufort's municipal limits and themselves, including, but not limited to, the following tax map and parcel designations:

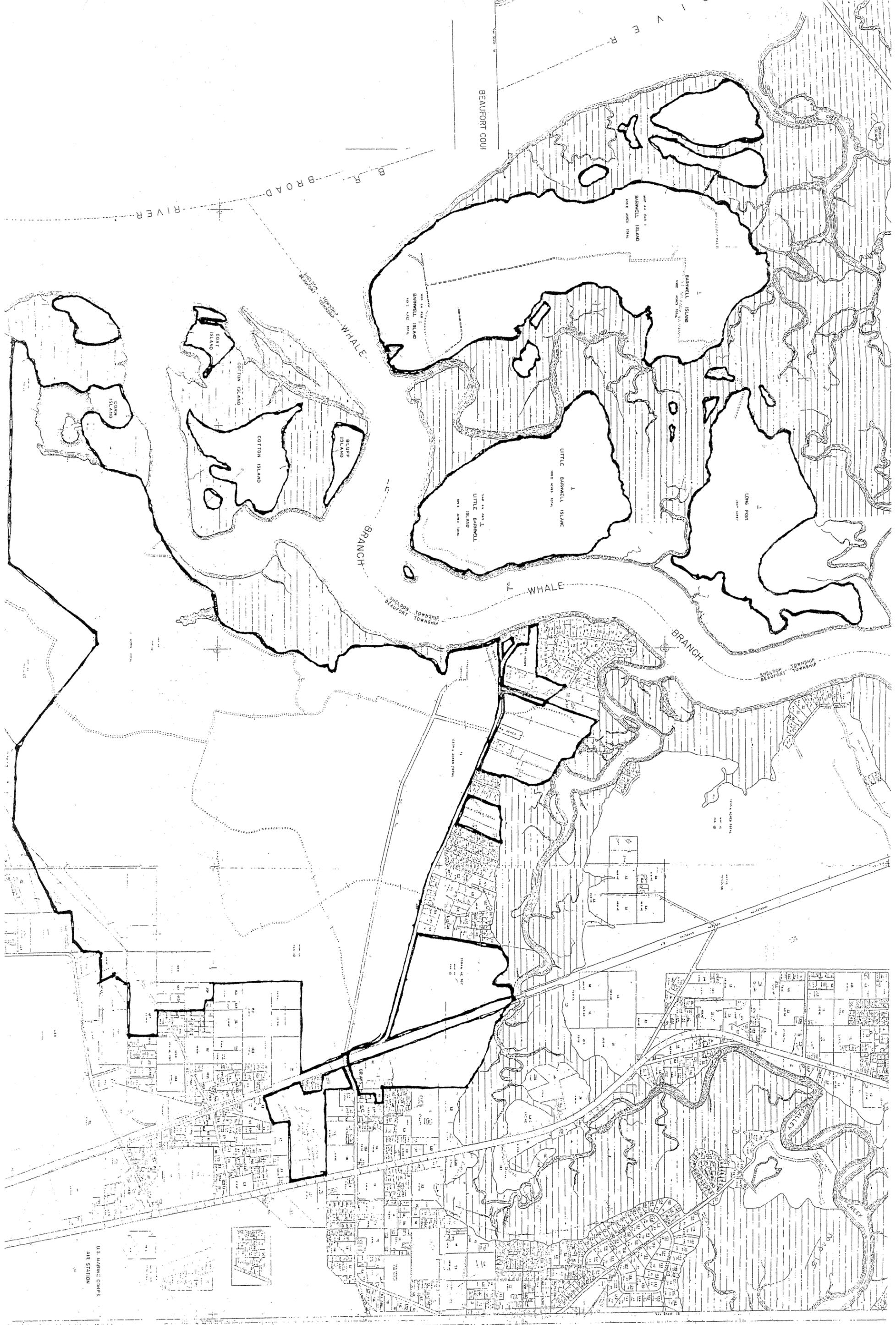
### TMP

R 100 020 000 107A 0000	R 700 044 000 0003 0000
R 100 014 000 0004 0000	R 100 020 000 0026 0000
R 100 014 000 0005 0000	R 100 015 000 0350 0000
R 100 014 000 0013 0000	R 100 020 000 0107 0000
R 100 014 000 008B 0000	R 100 020 000 0109 0000
R 100 014 000 011A 0000	R 100 020 000 0152 0000
R 100 014 000 0157 0000	R 100 020 000 107B 0000
R 100 020 000 0027 0000	
R 100 020 000 0054 0000	
R 100 020 000 0105 0000	
R 100 020 000 0242 0000	
R 100 020 000 027A 0000	
R 700 044 000 0001 0000	
R 700 044 000 0002 0000	

SAVE AND EXCEPT TMP numbers R 100 024 000 0010 0000, R 100 019 000 0001 0000, and that portion of TMP R100 020 0119 0000 conveyed by deed recorded at Book 1107 at Page 563.

BUT ALSO INCLUDING all of their right, title and interest in and to area sometimes designated as the the Rail Road Right of Way, and to those lands lying between the high and low water marks, and the marshes of the adjoining waterways and islands.

The boundaries and area to be annexed is shown on the drawing attached hereto.



U.S. NAVAL CHARTS  
AIR STATION

STATE OF SOUTH CAROLINA            )  
  )  
COUNTY OF BEAUFORT                )        DEVELOPMENT AGREEMENT  
  )        (CLARENDON FARMS PROPERTY)

This Development Agreement ("Agreement") is made and entered this \_\_\_\_\_ day of \_\_\_\_\_, 2006, by and between Clarendon Farms, L.L.C. ("Owner") and the governmental authority of the City of Beaufort, South Carolina ("Beaufort or City").

**WHEREAS**, the legislature of the State of South Carolina has enacted the "South Carolina Local Government Development Agreement Act," (the "Act") as set forth in Sections 6-31-10 through 6-31-160 of the South Carolina Code of Laws (1976), as amended; and,

**WHEREAS**, the Act recognizes that "The lack of certainty in the approval of development can result in a waste of economic and land resources, can discourage sound capital improvement planning and financing, can cause the cost of housing and development to escalate, and can discourage commitment to comprehensive planning." [Section 6-31-10 (B)(1)]; and,

**WHEREAS**, the Act also states: "Development agreements will encourage the vesting of property rights by protecting such rights from the effect of subsequently enacted local legislation or from the effects of changing policies and procedures of local government agencies which may conflict with any term or provision of the Development Agreement or in any way hinder, restrict, or prevent the development of the project. Development Agreements will provide a reasonable certainty as to the lawful requirements that must be met in protecting vested property rights, while maintaining the authority and duty of government to enforce laws and regulations which promote the public safety, health, and general welfare of the citizens of our State." [Section 6-31-10 (B)(6)]; and,

**WHEREAS**, the Act further authorizes local governments, including municipal governments, to enter Development Agreements with owners to accomplish these and other goals as set forth in Section 6-31-10 of the Act; and,

**WHEREAS**, Owner has annexed to the City approximately 4,151 acres, generally known

as Clarendon Farms ( the "Property"), and proposes to develop, or cause to be developed, therein a mixture of residential, commercial and conservation uses; and,

**WHEREAS**, the City seeks to protect and preserve the natural environment and to secure for its citizens quality, well planned and designed development and a stable and sustainable tax base; and,

**WHEREAS**, the City finds that the program of development proposed by Owner for this Property is consistent with the City's comprehensive land use plan; and will further the health, safety, welfare and economic well being of the City and its residents; and,

**WHEREAS**, the annexation of the Property and the program for its development presents an opportunity for the City to secure quality planning and growth, protection of the environment and a strengthened and revitalized tax base; and,

**WHEREAS**, this Development Agreement is being made and entered between Owner and the City of Beaufort, under the terms of the Act, for the purpose of providing assurances to Owner that it may proceed with its Development Plan under the terms hereof, as hereinafter defined, consistent with its approved Conceptual PUD Master Plan (as hereinafter defined) without encountering future changes in law which would materially affect the ability to develop under the plan, and for the purpose of providing important protection to the natural environment and long term financial stability and a viable tax base to the City.

**NOW THEREFORE**, in consideration of the terms and conditions set forth herein, and other good and valuable consideration, including the potential economic benefits to both Beaufort and Owner by entering this Agreement, and to encourage well planned development by Owner, the receipt and sufficiency of such consideration being hereby acknowledged, Beaufort and Owner hereby agree as follows:

**I. INCORPORATION.**

The above recitals are hereby incorporated into this Agreement, together with the South

Carolina General Assembly findings as set forth under Section 6-31-10(B) of the Act.

## II. DEFINITIONS.

**As used herein, the following terms mean:**

**"Act"** means the South Carolina Local Government Development Agreement Act, as codified in Sections 6-31-10 through 6-31-160 of the Code of Laws of South Carolina (1976), as amended; attached hereto as Exhibit A.

**"Agreement"** means this Development Agreement, including the recitals and exhibits attached hereto.

**"Clarendon Farms"** means that certain tract of land described on Exhibit B.

**"Clarendon PUD Development Regulations"** means the Planned Unit Development (PUD) ordinance ratified by the City Council of Beaufort on December 6, 2006, establishing a Planned Unit Development for the Property, and all the attachments thereto, including but not being limited to the Conceptual Master Plan, all narratives, applications, and site performance development standards, as same may be hereafter amended by mutual agreement of the City and the Owner, (a copy of all of which is attached hereto marked Exhibit C and incorporated herein by reference), and this Agreement.

**"Conceptual Master Plan"** means that map of the Property entitled "Conceptual Master Plan for the Clarendon Farms Planned Unit Development" that has been accepted and approved by the City incidental to the City's zoning of the Property to PUD, and as attached hereto as a part of Exhibit C.

**"Developer"** means Owner and all successors in title or lessees of the Owner who undertake Development of the Property or who are transferred Development Rights.

**"Development"** means the definition of development as set forth in the Zoning Regulations. This definition does not include commercial timbering and other silviculture activities, or the

continuation or expansion of the farming, hunting, game management and game breeding activities, or the creation of limited family/company member compounds or farmworker housing which may continue on Undeveloped Lands during the Term of this Agreement.

**"Development Plan"** means the plan for development contained within the Clarendon PUD Development regulations for the property, as generally shown on the Conceptual Master Plan.

**"Development Plan Areas"** means those discrete areas brought forward for development/subdivision approval by the City which are not otherwise exempt under State law or the City's Unified Development Ordinance as in effect upon the date of execution of this Agreement.

**"Development Rights"** means Development undertaken by the Owner or Owner(s) in accordance with the Zoning Regulations and this Development Agreement.

**"Dwelling Unit"** means one or more rooms, designed, occupied or intended for occupancy as a separate living quarter, with cooking, sleeping and sanitary facilities provided within the building. Dwelling Unit shall not include, however, hotel rooms or other facilities for transient short term stays; assisted living facilities, or other commercial properties.

**"Owner"** means Clarendon Farms, L.L.C., and its successors or assigns.

**"Owners Association"** means an entity or entities formed pursuant to the Zoning Regulations which is responsible for the construction and/or maintenance and/or upgrading of the infrastructure in a Master Plan approved under the Zoning Regulations and this Agreement, to include but not be limited to roads, common areas, water, sewer and stormwater management systems.

**"Property"** means that tract of land described on Exhibit B.

**"Subsequent Developer"** means a developer who obtains some or all of the Property subsequent to the execution of this Agreement.

**"Term"** means the duration of this Agreement as set forth in Section III hereof.

**"Undeveloped Lands"** in existence on the date of execution of this Agreement is the Property described in Exhibit B, which include parcels or lots of land with existing structures or uses. Undeveloped Lands shall, during the term of this Agreement, include property that either (i) has not received final plat approval or (ii) has received preliminary, conditional or final plat approval but consists of five (5) or more contiguous acres of Real Property, depicted as lots or parcels thereon, and has not been sold or transferred to a party unrelated to the Owner. Unrelated to the Owner means those persons or their lineal descendants, or entities and their successors, not owning, at the time of this Agreement, shares of stock or membership interests in the Owner. Undeveloped Lands shall continue to be taxed as "agricultural" by the County, but are subject to impact fees, and may be used without limitation for hunting, game breeding, and agricultural purposes, including forestry.

### **III. TERM.**

The term of this Agreement shall commence on the date this Agreement is executed by the City and Owner or the effective date of the annexation of the Property, whichever occurs later, and terminate thirty-five (35) years thereafter; provided however, that the term of this agreement will be renewed for three (3) successive five (5) year periods, absent a material breach of any term of this Agreement by the Owner or Developer during the initial or any renewal term, as applicable. The parties are not precluded from extending the termination date by mutual agreement or from entering into subsequent development agreements.

### **IV. DEVELOPMENT OF THE PROPERTY/ADDITIONS OF OTHER PROPERTIES.**

The Property shall be developed in accordance with the Clarendon PUD Development Regulations and this Agreement. The City shall, throughout the Term, maintain or cause to be maintained, a procedure for the processing of applications as contemplated by the Clarendon PUD Development Regulations. All costs customarily charged by or to the City for such application reviews shall be paid by the Owner or Developer, as applicable.

Whenever express or implied substantive or procedural standards or provisions contained in this Agreement are inconsistent or in conflict with provisions or standards in the Ordinances of the City or other laws of a local government, the provisions or standards set forth in this Agreement shall govern. When interpreting this Agreement, the Clarendon PUD Development Regulations, and the City's land use development regulations of its Unified Development Ordinance (UDO), and/or resolving ambiguities or conflicts between the documents, the hierarchy of documents is the Development Agreement first, the PUD and its Clarendon PUD Development Regulations, second, and the City's UDO land use development regulations last.

In the event Owner or Developer acquires property or properties adjacent to and contiguous with the Property, and desires to subject such property or properties to the benefits and obligations of this Development Agreement, Owner and Developer may request the City to annex the property or properties into the corporate boundaries of the City (if it is not already within the corporate boundaries), and the City agrees to consider an amendment to this Agreement if the property or properties are annexed.

**V. CHANGES TO CLARENDON PUD DEVELOPMENT REGULATIONS/BINDING EFFECT.**

The Clarendon PUD Development Regulations relating to the Property subject to this Agreement, except as provided for in Sections X and XVI herein, shall not be amended or modified during the Term, without the express written consent of the Owner. Modifications to the PUD Ordinance of the City are contained in the Clarendon PUD Development Regulations (Exhibit C to this Agreement), including procedural changes. Owner does, for itself and its successors and assigns, agree to be bound by the following:

1. Binding Effect/Successors and Assigns/Release of Owner. This Agreement shall be binding on the successors and assigns of the Owner in the ownership or Development of any portion of the Property. A purchaser, lessee or other successor in interest of any portion of the Property shall be solely responsible for performance of Owner's obligations hereunder as to the portion or portions of the Property so transferred. Developers and Subsequent Developers and

assignees of the Property or portions thereof shall be required to execute a written acknowledgment accepting and agreeing to the Owner's obligations in this Agreement, said document to be in recordable form and provided to the City at the time of the recording of any deed transferring a development tract in the manner set forth below. Following delivery of such documents, Owner shall be released of any further liability or obligation under this Agreement with respect to said tract, unless otherwise provided in the transfer documents.

The Owner shall be required to notify the City, in writing, as and when Development Rights are transferred to any other party. Such information shall include the identity and address of the acquiring party, a proper contact person, the location and number of acres of the Property transferred, and the number of residential units and/or commercial acreage, as applicable, subject to the transfer. Any Party transferring Development Rights to the Property to any other party shall be subject to this requirement of notification, and any entity acquiring Development Rights hereunder shall be required to file with the City an acknowledgment of this Agreement and a commitment to be bound by it. Reporting of such information to the City will be made upon such forms as the City and Owner may agree upon from time to time. This paragraph shall not be construed as to require notification to the City by a Developer of the transfer of individual lots or units in multi-family buildings in residential areas once the site has been subdivided and the plat approved by the City, nor of individual building sites or pads after approval of a commercial subdivision, once the one-time fees set forth in Section XII (C) are paid to the City.

In the event of conveyance of all or a portion of the Property and compliance with the conditions set forth therein, the Owner shall be released from any further obligations with respect to this Agreement as to the portion of Property so transferred, and the transferee shall be substituted as the Owner under the Agreement as to the portion of the Property so transferred.

2. The Owners and Developers, and their respective heirs, successors and assigns agree that all Development, with the exception of irrigation, golf courses, incidental maintenance facilities, temporary uses/facilities, and facilities existing at the date of this Development Agreement will be served by potable water and sewer prior to occupancy. The use of wells and septic shall be approved by City if: (i) an exempted lot/subdivision (as set forth in VI below); or (ii) where the Beaufort Jasper Water and Sewer Authority agrees that public water and/or sewer is impractical,

or (iii) a Master Plan submittal for or including a subdivision of ten lots or less, or large lots (2 acres or more), is in a sparsely populated area of the Property which is well drained where septic would pose no environmental threat, or (iv) where the running of lines and clearing and trenching to install water and / or sewer would cause or threaten environmental damage. Such a decision would be made at the time of development application, by the appropriate development review authority of the City, in the reasonable exercise of its discretion.

## **VI. DEVELOPMENT SCHEDULE.**

The Property shall be developed in accordance with the development schedule, attached as Exhibit D. Pursuant to the Act, the failure of the Owner and any Owner to meet the development schedule shall not, in and of itself, constitute a material breach of this agreement. In such event, the failure to meet the development schedule shall be judged by the totality of circumstances, including but not limited to the Owners and Developer(s) good faith efforts to attain compliance with the development schedule. These schedules are planning and forecasting tools only. The fact that actual development may take place at a different pace, based on future market forces, is expected and shall not be considered a default hereunder. Furthermore, periodic adjustments to the development schedule which may be submitted by Owner/Developers in the future, shall not be considered a material amendment or breach of the Agreement. Notwithstanding the foregoing or any other section of this Agreement, this Agreement in no way obligates Owner to develop any portion of the Property. It is acknowledged that as part of Section XII (B), *Marine Corps Air Station Protections*, there are up to ten residential units available for employee/farmworker housing in the protected area. Additionally, Owner may desire to create limited residential/recreational family/company member compounds on the Property for transfer. Creation of these two types of residences are exempt from the City's subdivision plat approval requirements, and shall be considered an exempt subdivision and not Development. Neither public sewer or water, nor paved roads shall be required of these exempt residential subdivisions, provided that there is sufficient access for fire and emergency vehicle access.

## VII. DENSITY.

Mixed use, residential and commercial development on the Property shall be limited to the total densities and uses as set forth in the Conceptual Master Plan of Clarendon Farms PUD, as attached hereto. As more particularly set forth in the Conceptual Master Plan PUD documents (attached as Exhibit C), residential density shall be limited to 4,500 Dwelling Units (Base Residential Density), and commercial square footage to 1,060,000 (Base Non-residential Density). In addition to the Base Residential Density for Dwelling Units set forth above, up to an additional 2,000 Dwelling Units shall be allowed if Owner or Developer, or their assigns, can demonstrate through a traffic impact analysis reasonably acceptable to the City, that traffic generated by the additional density can be adequately handled by then existing traffic infrastructure or traffic infrastructure which the City forecasts to be constructed within a reasonable time, and further, that the City determines, in good faith, that adequate provision has been made for commercial infrastructure fostering internal capture of vehicle trips, and for the handling of governmental services, including fire, police, school and other such services for the additional density. Any conversions of commercial non-residential density to Dwelling Units, as provided for in the PUD documents, must be subtracted from the potential additional 2,000 Dwelling Units set forth above.

Owner and Developers may transfer their rights to undertake development within the Property to other Developers or third parties, provided the overall caps on density and intensities of uses does not exceed that allowed under this Agreement and the PUD. For instance, should a Developer be assigned, as part of its purchase of a portion of the Property 500 single-family dwelling units and 50,000 square feet of commercial space, such Developer could, if it chose, assign all or a portion of those 500 units or commercial area to another Developer or third party, subject to the notification requirements to the City contained in this Agreement in Section V (1) above, and the total maximum densities allowed under this Agreement.

## **VIII. RESTRICTED ACCESS**

The Property currently has restricted access, and has for decades. Owner and/or Developer shall have the right to develop restricted access communities within the Property. Notwithstanding the foregoing, reasonable access will be provided the general public to any park or conservation area dedicated to the public, and over the roads and rights of way to be created serving the Commercial areas, and connecting this Property to other properties.

## **IX. RESERVATION OF MINERAL RIGHTS**

Owner and / or its designee reserve mineral and / or royalty rights on minerals located on or under the Property.

## **X. EFFECT OF FUTURE LAWS.**

Owner and Developers shall have vested rights to undertake Development of any or all of the Property in accordance with the Clarendon PUD Development Regulations, as defined herein and modified hereby, and as may be modified in the future pursuant to the terms hereof, and this Agreement for the entirety of the Term. Future enactments of, or changes or amendments to City ordinances, including zoning or development standards ordinances, which conflict with the Clarendon PUD Development Regulations shall apply to the Property only if permitted pursuant to the Act, and only if such change is made specifically applicable to the Property and the Owner is given specific notice of such intended application of a new law during the process of enactment thereof.

The parties specifically acknowledge that this Agreement shall not prohibit the application of any present or future building, housing, electrical, plumbing, gas, or other

standard codes, (such as standard fire prevention or property maintenance codes), or of any tax or fee, of general application throughout the City. Notwithstanding the above, the City may apply subsequently enacted laws to the Property only in accordance with the Act.

## **XI. INFRASTRUCTURE AND SERVICES**

City and Owner recognize that the majority of the direct costs associated with the Development of the Property will be borne by the Owner and Developers, and many other necessary services will be provided by other governmental or quasi-governmental entities, and not by the City. For clarification, the parties make specific note of and acknowledge the following:

**A. Private Roads.** All roads within the Property shall be constructed by the Owner, and maintained by it and/or an Owner's Association, or dedicated for maintenance to other appropriate entities. The City will not be responsible for the construction or maintenance of any roads within the Property, unless the City specifically agrees to such in the future. In the event any road within the Property is constructed to either S.C. Dept. of Transportation or City standards, and is acceptable as a public road, the City may consider a request to take ownership and assume responsibility for the maintenance of same upon the request of the person or entity which has ownership of the road. The City is under no obligation to accept any road. If such an offer is made and accepted, the road will become a public road. The City may consider acceptance of any attendant drainage systems separately from acceptance of any streets. The City is under no obligation to accept any drainage system.

In certain areas, the Owner or Developer may wish to install private roads which are not paved to preserve a rural character, as more particularly described and provided in the attached Exhibit C, (Conceptual Master Plan PUD). The Owner reserves the right to limit access to private roads within the Property (provided such has not been expressly dedicated to the City), and the right to determine the location of curb cuts, provided a

qualified engineer determines that their location does not present a significant safety hazard. Nothing in this Agreement or the ordinances of the City shall be construed to require the paving of these rural private roads servicing the farmsteads, the residential/recreational compounds reserved unto shareholders, or in areas of residential density of less than one unit per 3 acres, unless the Owner or Developer consents in writing. In areas of concentrated density, streets will be paved to Clarendon PUD Development Regulation standards, unless otherwise approved by City Council at Master Plan submittal to allow for alternative design, i.e., brick, hard packed granite fines or similar fine material, semi-pervious paving material, etc.

Roadways (public or private) in areas having less than 2 units to the acre density may utilize swale drainage systems and are not required to have raised curb and gutter systems, provided that pedestrian and non-vehicular pathways or sidewalks are provided on at least one side in order to provide interconnectivity between interior subdivisions, commercial or institutional areas and public gathering areas. Roadway cross sections utilizing swale drainage will be designed, constructed and maintained to meet Best Management Practice (BMP) standards (imposed by regulatory agencies) for stormwater quality. Roadway cross sections will be reviewed at time of construction of such roadway based upon engineering and planning standards consistent with the PUD Plan prepared by Owner or Developer subject to the approval of the City planner.

The recording of a final plat or plan subdividing a portion of the property shall not constitute an offer to deed or dedicate any or all streets and rights of ways shown thereon to the City, or any other person or entity.

**B. Public Roads.** The Property will be served by direct access to US Highway 21, and other public roads, as shown on the Conceptual Master Plan. If any public roads are required to be improved or created to provide suitable access to the Property, to the extent allowed by Intergovernmental Agreement between the City and County, credit for the costs of such may be given against any impact fee charged or collected by the City or Beaufort

County, The City agrees to use its best effort to obtain such credits for the benefit of Owner. In the event any road within the Property is accessible to the general public, and is constructed to either S.C. Dept. of Transportation or City standards, the City may consider a request to take ownership and assume responsibility for the maintenance of same upon the request of the person or entity which has ownership of the road. The City is under no obligation to accept such offer of dedication. The City may consider acceptance of any attendant drainage systems separately from acceptance of any streets.

**C. Bike Trails/Sidewalks.** Owner or Developer shall install, in the manner, location and configuration in conformance with the Clarendon Farms PUD Development Regulations, sidewalks, bike trails, or other leisure trails or paths in conformance with the Clarendon PUD Development Regulations, unless otherwise approved by City Council at Master Plan submission at the request of the Owner or Developer. Notwithstanding the foregoing, Owner or Developer will provide pedestrian, non-vehicular pathways, sidewalks and/or leisure trails or paths to provide interconnectivity between interior residential subdivisions, commercial or institutional areas and public gathering areas on at least one side of the street in accordance with the Clarendon PUD Development Regulations. In areas of high pedestrian traffic such as schools, institutions, parks and commercial areas, and areas of concentrated (more than 1 unit per acre) density, sidewalks will be provided on both sides of the street in accordance with the standards of the Clarendon PUD Development Regulations, unless otherwise approved by City Council at Master Plan submittal.

**D. Potable Water.** Potable water will be supplied to the Property by Beaufort/Jasper Water and Sewer Authority or some other legally constituted public or private provider allowed to operate in the City, except as set forth in Section V (2) above. Owner will construct or cause to be constructed all necessary water service infrastructure within the Property, which will be maintained by it or the provider. The City of Beaufort shall

not be responsible for any construction, treatment, maintenance or costs associated with water service to the Property. Nothing herein shall be construed as precluding the City from providing potable water to its residents in accordance with applicable provisions of laws.

**E. Sewage Treatment and Disposal.** Sewage treatment and disposal will be provided by Beaufort/Jasper Water and Sewage Authority or some other legally constituted public or private provider allowed to operate in the City, except as provided in Section V(2) above. Owner will construct or cause to be constructed all related infrastructure improvements within the Property, which will be maintained by it or the provider, unless such service is not required for environmental reasons as stated in Section V(2). The City will not be responsible for any treatment, maintenance or costs associated with sewage treatment within the Property. Nothing herein shall be construed as precluding the City from providing sewer services to its residents in accordance with applicable provisions of law.

**F. Use of Effluent.** Owner agrees that treated effluent will be disposed of only in such manner as may be approved by Department of Health and Environmental Control (DHEC) and the Beaufort Jasper Water and Sewer Authority.

**G. Water Conservation.** Owner agrees to encourage the use of indigenous plants for landscaping purposes, to help minimize irrigation methods. Owner shall install, or cause to be installed, rain sensors on automatic sprinklers within the common areas of the Property for any future development under the Conceptual Master Plan. Owner will include in any restrictive covenants a provision that requires the inclusion of rain sensors whenever irrigation is installed, for future development. Notwithstanding the foregoing, such sensors will not be required for agricultural or silviculture operations.

**H. Drainage System.** All stormwater runoff and drainage system improvements within the Property will be designed in accordance with the Clarendon PUD Development

Regulations and Section XIII hereof and best efforts shall be made to coordinate such systems with the County's master drainage program. All stormwater 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 will not be responsible for any construction or maintenance costs associated with the drainage system within the Property, unless it specifically agrees to such.

**I. Solid Waste Collection.** Owner shall provide or cause to be provided solid waste collection services to Property until such time as: (1) the City is requested to provide such services; (2) there are at least 100 units to the customer base; and (3) waste collection fee revenues generated from Property are sufficient to pay the costs the City incurs to provide solid waste collection to Property, at the level provided to other residents and businesses within the pre-annexation boundaries of the City. The City reserves the right to require a franchise agreement for any solid waste collector company servicing the property, exempting however, the solid waste collector for the agricultural operations.

The City reserves the right to require solid waste/refuse generated from the Property to comply with standards promulgated for the Beaufort County landfill, provided the waste is being taken to a landfill designated by Beaufort County.

In the event that a court of competent jurisdiction shall require the City prior to its election, to provide solid waste collection services to the Property, and if, at that time, the waste collection fee revenues generated from the Property are not sufficient to enable the City to provide such solid waste service, the Owner shall be responsible to pay the City the costs of providing such service and shall be obligated to continue such payment until such point in time when the waste collection fee tax revenues from the Property are sufficient to pay for the solid waste collection services required by. Payment to the City shall be made on an annual basis and within (30) days of the City notifying the Owner of those costs. Nothing herein shall prevent the Owner or Developer from collecting user fees from the residents or users of the solid waste collection services from recouping such payments (and an administrative fee) as part of the Owners' Association assessments.

**J. Police Protection.** The City shall provide police protection services to the Property on the same basis as is provided to other residents and businesses within the City, with the exception of restricted access communities which may require a lesser level of service due to the use of private security forces within the community. The parties also recognize that until development begins, most of the property is agricultural, timberland, or generally inaccessible for regular patrolling by the city police due to lack of access or restricted access through the use of farm gates. If such restricted or lack of access continues, and/or private security for all or part of the Property is provided by private security in accordance with Section 40-18-20, et. seq., of the Code of Laws of South Carolina, or the use of resident constables, the City may elect to forgo the full provision of police services (i.e. regular and systematic patrols) for all or part of the Property until such time as: 1) development begins; 2) the City is requested to provide full services; 3) the ad valorem taxes from the police services millage generated from the Property are sufficient to pay the costs the City incurs in providing such police services to the applicable area of the Property.

Owner acknowledges the concurrent jurisdiction of the City's police department and the Sheriff of Beaufort County on the Property and shall not interfere or in any way hinder law enforcement activities of either on the Property.

In the event that a court of competent jurisdiction shall require the City, prior to its election, to provide police protection services to the Property, and if the ad valorem tax revenues from the police services millage of the City generated from the Property are not sufficient to enable the City to provide such police service, without a City-wide tax increase, the Owner/Developer(s) shall be responsible to pay the City the costs of providing such service, and shall be obligated to continue such payment until such point in time when the ad valorem tax revenues from the police services millage from the Property are sufficient to pay for the police protection expenses required by it, without the necessity of a City-wide tax increase. Payment to the City shall be made on an annual basis and within thirty (30) days of the City notifying the Owner of costs. Nothing herein shall prevent the Owner or Developer from collecting user fees from the residents or landowners to recoup such payments (and an administrative fee) as part of the Homeowner or Property Owners Association assessments.

**K. Recycling Services.** The City shall not be obligated to provide recycling services to the Property.

The City reserves the right to require recycling materials generated from the Property to comply with standards promulgated by it or Beaufort County, as applicable, if the solid waste is to be deposited in a facility designated by Beaufort County.

In the event that a court of competent jurisdiction shall require the City, prior to its election, to provide recycling services to the Property, and if the recycling fee revenues generated from the Property are not sufficient to enable the City to provide such service, the Owner/ Developers shall be responsible to pay the City the costs of providing such service, and shall be obligated to continue such payment until such point in time when recycling fee revenues from the Property are sufficient to pay for the recycling expenses required by it, without the necessity of a City-wide tax increase. Payment to the City shall be made on an annual basis and within thirty (30) days of the City notifying the Owner/Developer of costs. Nothing herein shall prevent the Owner/Developer from collecting user fees from the residents or users of the recycling services from recouping such payments (and an administrative fee) as part of the Owners' Association assessments.

**L. Emergency Medical Services.** Such services are now provided by Beaufort County. The City shall not be obligated to provide emergency medical services to the Property, absent its election to provide such services on a city-wide basis.

**M. Library Services.** Such services are now provided by Beaufort County. The City shall not be obligated to provide library services to the Property, absent its election to provide such services on a city-wide basis.

**N. School Services.** Such services are now provided by Beaufort County. The

City shall not be obligated to provide school services to the Property, absent its election to provide such services on a city-wide basis.

**O. Fire Services.** Such services are now provided by the Burton Fire District, in accordance with the present contractual relationship with the Burton Fire District. The City shall not be obligated to provide fire services to the Property, absent its election or a requirement to provide such services as part of a modification to, or cessation of the present contract with the Burton Fire District.

In the event that a court of competent jurisdiction shall require the City, prior to its election, to provide fire protection services to the Property, and if the ad valorem tax revenues from the fire services millage of the City generated from the Property are not sufficient to enable the City to provide such fire services, without a City-wide tax increase, the Owner/Developer(s) shall be responsible to pay the City the uncovered costs of providing such service unless no development (as defined above, and also exempting from the definition of development employee housing or family compounds and Undeveloped Lands) has been undertaken, and Owner/Developer shall be obligated to continue such payment until such point in time when the ad valorem tax revenues from the fire services millage from the Property are sufficient to pay for the fire protection expenses required by it, without the necessity of a City-wide tax increase. Payment to the City shall be made on an annual basis and within thirty (30) days of the City notifying the Owner/Developer of costs. Any Fire Impact Fees paid by Property Owners or Developers with respect to the property which are retained by the City and not paid to an entity providing fire services to the Property shall be included in the calculation regarding the sufficiency of revenue from the Property referenced herein. Nothing herein shall prevent the Owner/Developer from collecting user fees from the residents or landowners to recoup such payments (and an administrative fee) as part of the Owners' Association assessments.

## **XII. DEDICATIONS AND FEES**

The City and Owner understand and agree that future development of Property shall impose certain costs upon the City. Eventually, ad valorem taxes collected from the Property may exceed the burdens placed upon the City, but certain initial costs and capital expenditures are now required in order to ensure that the present residents of the City are not called upon to pay higher taxes to accommodate the development of the Property. The following items are hereby agreed to be provided by Owner, its successors and assigns, to offset such future costs and expenditures:

### **A. Dedication of Sites for Government Facilities.**

**1. Fire/Police.** After the platting of the two hundredth (200<sup>th</sup>) lot, but prior to the platting of the five hundredth (500<sup>th</sup>) lot for Dwelling Units (or equivalent units of commercial or multi-family space) within the Property, Owner shall donate a site (or sites) containing a total of at least five (5) non-wetland acres to the City or its designee for locating fire services, police services or other government services deemed appropriate by the City. The site(s) shall be located by the Owner, after consultation with the City, in an area within or adjacent to the higher density areas, such as the Village/Marina District, the Boatyard District, or the T-4 Mixed Use District. Owner has no obligation to donate more than a total of five (5) non-wetland acres to the entirety of governmental entities that provide services under this section.

**2. Park Area.** Significant open space, parks and active recreational areas are proposed for the Property, as indicated on the Conceptual Master Plan and described within the PUD. The Burton Wells County Regional Park is also located in this general area of Northern Beaufort County. In order to provide adequate recreational opportunities, after the platting of the five hundredth (500<sup>th</sup>) lot for Dwelling Units (or equivalent units of

commercial or multi-family space) within the Property, but prior to the platting of the one thousandth (1,000<sup>th</sup>) lot for Dwelling Units (or equivalent units of commercial space or multi-family units) within the Property, Owner shall donate a site (or sites) containing a total of at least ten (10) non-wetland acres to the City or its designee for use by residents of the Property, but accessible by the general public. The site(s) shall be located by the Owner, after consultation with the City. Thereafter, between the platting of the one thousandth (1,000<sup>th</sup>) and two thousandth (2,000<sup>th</sup>) lot for Dwelling Units (or equivalent units of commercial space or multi-family units) within the Property, an additional ten (10) acre site shall be donated to the City or its designee in like manner as the initial donation, and may be adjacent to or separate from the initial site, dependent upon availability. Owner may, if it so desires, donate these park lands earlier than required herein. Thereafter, in like manner, an additional ten (10) acre site shall be donated for each one thousand (1,000) lots platted for Dwelling Units (or equivalent units of commercial space or multi-family units) within the Property, unless already then existing sites within the Property of a sufficient size to satisfy the otherwise required acreage are available for use by residents of the Property and are accessible by the general public. Sites used to satisfy this requirement must remain accessible to the general public in perpetuity, unless otherwise agreed at Master Plan Phase approval; provided, however, the Owner or its successors and assigns may relocate by substitution like acreage and uses, if any, for such publically accessible sites. Replacement of any installed amenities shall be required in such event, and by mutual agreement with the City, the use may be changed (i.e., basketball to tennis, soccer to football, bike path to multi-use trail, etc.) .

**3. Public Schools.** The Owner and the City acknowledge that all Development Fees for schools shall be collected and placed in a segregated interest bearing account ("School Fund") to be utilized for either 1) the acquisition, after completion of the demographic study as set forth below, of a total of fifty (50) acres for school site(s) to be selected by mutual agreement of the Owner and City ("School Sites") at a purchase price of Thirty Thousand Dollars (\$30,000) per gross acre, as adjusted annually in the same manner as set forth in Section XII (B) herein ("School Price"), which School Site(s) shall be utilized as a neighborhood school site predominantly serving the Property; 2) water, sewer, or storm water infrastructure serving such schools on the Property; or 3), road improvements or road installation on the Property or the regional traffic system servicing

such School Site(s); provided all of such School Funds shall be spent south of the Whale Branch River. Should the City not timely acquire the School Site(s) pursuant to the terms as set forth below, the City shall no longer have the right to acquire such School Site(s), and such sites which are not timely acquired may then be utilized for and all purposes permitted under the Clarendon PUD Development Regulations, free and clear of any rights of the City to acquire such sites.

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Between the issuance of the one thousandth (1,000th) and fifteen hundredth (1,500th) building permits for residential lots or equivalent multi-family units within the Property, Owner shall coordinate a demographic study with the appropriate school district to determine the demonstrated need for a school site caused by students generated from households within the Property. Provided such a need is demonstrated and that such school site would predominantly serve students generated from the Property, Owner will offer a site (or sites) for donation to the Beaufort County School District, for the purpose of locating a public school or schools within the Property. The site or sites shall contain as much acreage needed to locate a public school or schools within the Property, but shall not exceed 50 total non-wetland acres under any circumstances. The site or sites shall be located by the Owner, in its discretion, after consultation with the City and the Beaufort County School District. The Owner shall identify the site(s) on a plat or scaled drawing at the time the site(s) is offered to the School District. If the site is accepted by the School District within two (2) years of the offer of dedication, Owner shall receive credit for the value of the land (as set forth above) against the School Developer Fees, with such fees as have been collected available for payment for the land; if sufficient funds are not available to fully reimburse the Owner for the land, future School Developer Fees shall be collected by the City and paid to the Owner on a semi-annual basis until such time as the compensation due Owner is paid in full. If the School District does not accept the offered site(s) within two (2) years of the original offer, the offer shall terminate and Owner shall have no further obligation to offer property to the School District hereunder. A similar demographic study shall be conducted five (5) years after completion of the initial demographic study, and provided there is a demonstrated need caused by student population from the Property, and further provided other large scale developments within the City (those developments which have three hundred (300) or more residential lots or equivalent multi-family units) are being required to donate sites for schools, a like-sized

additional site shall be provided if available from the fifty (50) total non-wetland acres described above. Under no circumstances shall greater than fifty (50) total non-wetland acres be donated by Owner to City for the placement of schools.

If such sites from other developers are not required to be donated, additional sites shall be offered for sale in the following manner. The Owner shall identify the site(s) on a plat or scaled drawing at the time the property is offered to the School District and shall state the Owner's position as to the market price. The School District shall be given two years from the date of the offer to close on the purchase of the offered property. During this two year option period, the School District may choose to obtain its own appraisal of market value. If the School District's appraisal differs substantially from the offered price, either party may request a third party appraisal, to be performed by an independent appraiser to be chosen by Owner's and the School District's appraisers. The cost of the Independent appraisal shall be shared equally between Owner and the School District. The market price determined by the independent appraiser shall become the offered sales price of the property. If the School District does not close on the offered property within 2 years of the original offer, the offer shall terminate and Owner shall have no further obligation to offer property to the School District hereunder.

School Developer Fees shall continue to be collected throughout the term of this Agreement.

Nothing herein shall be deemed to prevent the creation and construction of charter or private schools on the Property, and the above-mentioned demographic studies shall include in its report the presence or planned creation of charter or private schools serving the Property. In the event a charter school is created, the Owner or Developer may deduct from the lands required to be offered the School District any lands dedicated to the charter school, as well as receiving payment for the land in the manner set forth above.

#### 4. Marine Corps Air Station Protections.

Protection of the existing Marine Corps Air Station Beaufort (MCAS) is a priority of the City and Owner. The present Air Installations Compatible Use Zones (AICUZ) plan adopted in 2004 by the City after a Joint Land Use Study (JLUS) may not provide adequate protection against encroachment of uses detrimental to the MCAS facility. Present County ordinances are even less protective. Owner and MCAS representatives initially agreed in meetings to enter into a Memorandum of Agreement (MOA) which provided for, among other things, the prohibition of residential uses in the existing Accident Potential (APZ) and in the existing AICUZ footprint, which affects approximately 850 to 900 acres; the reduction of density in an additional buffer area extending outward of the existing 65 Ldn line as shown on the existing map to 1.0 units to the acre, which affects approximately 350 to 400 acres; the substitution of restrictions from the Navy provided Document entitled "Table 2, Air Installations Compatible Use Zones" which include both suggested Land Use Compatibility and Noise Reduction Measures, for the provisions regulating uses and noise reduction contained in the current City Ordinances, as well as additional restrictions specifically requested by the military in the PUD; the transfer of development rights and an avigation easement for portions of the property in exchange for certain acreage identified in the proposed MOA; and the transfer of development rights in exchange for present or future payments from the military and/or an easement partner. More specific details are found in the provisions of the proposed MOA (attached hereto as Exhibit "F").

The military and Owner initially acknowledged and agreed that it might take some time to implement all of the provisions of the proposed MOA and its implementing documentation, and the Owner sought to have the MOA executed to memorialize the general terms of the negotiated agreement. It has now been disclosed to the Owner that the military is not authorized to enter into a MOA with the Owner at this time, although the military has begun to implement the provisions of the MOA. Accordingly, at Owner's election, the land use and development standard restrictions of the Beaufort County AICUZ Ordinance and/or the City's AICUZ ordinance (Section 6.7) enacted as of January 1, 2006, will become the applicable standards for the approximately 1200 acres that would otherwise be subject to the military's proposed restrictions under the proposed MOA, with the

underlying density and allowable uses of the transect zone T-3 described in the PUD; provided further, however, that no development will occur in that area for three years from the date of execution of this Agreement. In the event the military is able to comply with the terms of the offered MOA within that three year period, the land use restrictions included in the PUD for the AICUZ areas as described above shall become the standards governing that area.

The implementation of the proposed MOA terms may require a portion of the property or rights in the property to be transferred to either the City or a qualifying Non-Governmental Organization (NGO), consistent with federal requirements. It is agreed that to the extent rights to use the land are granted to the City or a NGO which provide for park land, open space, or sites for government facilities consistent with the AICUZ Table 2 as revised for this Agreement, credit shall be given against the dedication requirements of this Agreement or the Clarendon PUD Development Regulations, and/or open space requirements, including active open space as defined in the Clarendon PUD Development Regulations, and against park impact fees to the extent available pursuant to the Intergovernmental Agreement between the City and County. The City agrees to cooperate as a facilitating governmental entity as may be required by the military, provided that arrangements are included which provide that City participation in any acquisition which require the expenditure of City funds is wholly discretionary at the City's option.

#### **B. Governmental Services And Capital Improvement Charges.**

Prior to the time that ad valorem taxes generated from the Property are sufficient to provide government services and capital improvements related to such services for residents of the Property, the Owner agrees to make certain lump sum payments to the City to assist the City and handling services to residents of the Property, without burdening other residents of the City. The parties recognize that the need for such funds will not occur until the Property, or portions thereof, are transferred to Developer entities for development purposes. Therefore, Owner agrees that a one time Governmental Services and Capital

Improvements Fee shall be paid to the City at the time that bulk acreage is transferred by Owner to a Subsequent Developer in the future, said fee being \$220.00 per high ground acre, payable at the time of transfer. Transfers of land to a government entity, or to a non-profit organization for the purposes of implementing a land preservation or transfer of development rights to such organization are exempt from this requirement. This fee 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 years would yield. For example, if the annual CPI increase for the first prior year to be adjusted was 3%, the CPI for the second one year period was 2%, the CPI for the third one year period was 4%, the CPI for the fourth one year period was 3%, and the CPI for the fifth one year period was 3%, the Governmental and Capital Services Fee would be \$254.34 for the next five years period, being the final compounded amount for the previous five years (year one - \$226.60) (year two - \$230.52 (the compounding of the initial calculated adjustment) (year three - \$239.74) (year four - \$246.93) yields year 5 - \$254.34). Each consecutive five year period shall be adjusted in like manner.

**C. Development Fees.**

(i) To assist the City in meeting expenses resulting from ongoing development, Owner shall pay development fees ("Development Fees") as follows:

<b>CITY DEVELOPMENT FEES</b>	<b>AMOUNT</b>
<b>Single Family Residential (SFR) &lt; 2,000 sq. ft.</b>	<b>\$500.00</b>
<b>(SFR) &gt; 2,000 sq. ft. or &lt; 3,000 sq. ft.</b>	<b>\$750.00</b>
<b>(SFR) &gt;3,000 sq. ft.</b>	<b>\$1,000.00</b>
<b>Multi-Family (MF) – 1 bedroom</b>	<b>\$200.00</b>
<b>(MF) – 2 bedroom</b>	<b>\$250.00</b>
<b>(MF) – 3 bedroom</b>	<b>\$350.00</b>
<b>Commercial Development</b>	<b>\$.75 per square foot</b>

(ii) All Development Fees shall be collected at the time of obtaining a building permit. These fees will be adjusted every five years beginning with the tenth year after commencement of this Agreement by the compounded CPI as set forth in XI(B) immediately above

(iii) These Development Fees are being paid in addition to any other impact fees or Development Fees adopted by the City and applied uniformly city-wide at any time hereafter during the term of this Agreement, and the Owner and/or Owners shall be subject to the payment of any and all present or future fees enacted by the City that are of uniform city-wide application and that relate to processing applications, development permits, building permits, review of plans, or inspections or other matters.

(iv) Nothing herein shall be construed as relieving the Owner, its successors and assigns, from payment of any such fees or charges as may be assessed or collected by entities other than the City. The impact fees which are payable to Beaufort County under County Ordinances 1999-26 and 2005-2, and the Intergovernmental Agreement adopted by the City in 2005 implementing certain impact fees to support infrastructure provided by Beaufort County or its chartered public service districts, such as, but not limited to, fire protection, libraries, parks, and roads, shall not be affected by this Agreement, so long as such fees apply to all development and are collected City-wide; provided however, that due credit shall be given for public infrastructure or dedications of land or improvements thereon in accordance with Sections XI (B) and XII to the extent allowed by the state statutes and the current Intergovernmental Agreement with the County. The City agrees to use its best efforts to obtain such credits on behalf of Owner.

The Owner and Developer specifically acknowledge this Agreement provides no exemption from increases in the present County impact fees, or the imposition of future impact fees by either the County or City, so long as such fees apply to all development and are collected City-wide, and credit is given for eligible public infrastructure provided by the Owner or Developer, Development Agreement Fees, and/or other dedications as provided for in this Agreement, the County Impact Fee Ordinance, and the Intergovernmental Agreement between the City and the County.

(v) The Owner and Developer, having acknowledged the applicability of present or future impact fees or increases in the present impact fees, represent their belief that there will need to be future road improvements to the regional transportation system to accommodate both present predicted growth and that which is authorized under this Agreement. Owner and Developer believe that present impact fees for traffic are inadequate to properly fund these improvements, which may not be included in the required capital improvement plan supporting the methodology for the present impact fee for traffic. Owner and Developer therefore agree to pay to the City, which collects the present impact fee for traffic pursuant to an Intergovernmental Agreement with Beaufort County, an additional traffic impact fee (Enhanced Traffic Fee) of \$800.00 per residential unit, collected at building permit issuance as in the normal course. The City will transfer to the County the amount then being collected by the City on behalf of the County, and retain the Enhanced Traffic Fee of \$800.00 in a segregated interest bearing account.

This Enhanced Traffic Fee shall be made available first as reimbursement to the Owner or Developer to the extent improvements are made to the regional traffic system servicing the Property, including Highway 21 and the intersections with Highway 21 and any road directly connecting the Property to Highway 21 which are not reimbursable from the County impact fee. It will not be available, absent the consent of the City, for improvements to the public roads (such as Clarendon Road, Poppy Hill Road, Parker Drive, Schein Loop) which abut or feed into the Property (other than their intersections with Highway 21, if any). The remainder, after the Highway 21 intersection improvements set forth above, shall be available for use by the City for other improvements to Highway 21, either solely or in conjunction with present or future County impact fees.

In the event County impact fees collected by the City on behalf of the County are increased above the presently collected amount, the Owner and/or Developer shall pay the difference between the presently collected amount and such future increased amount, provided credit is given for qualifying public infrastructure provided by the Owner or Developer, Development Agreement Fees, and/or other dedications under this Agreement.

(vi) In order to provide for school facilities which may be affected by the development of this Property, Owner and Developer agrees to pay a School Developer Fee

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of One Thousand Dollars (\$1,000.00) per Dwelling Unit, or equivalent multi-family dwelling unit, to be collected at the time of the issuance of a building permit for such unit. This fee shall be placed in a segregated interest bearing account with the City, and shall be available for the uses as set forth in Section XII (A) (3) above. This fee shall be subject to the adjustment as set forth in Section XII(B) herein. Nothing herein shall prevent the Owner/Developer from collecting user fees from the residents or landowners to recoup such payments (and an administrative fee) as part of the Owners' Association assessments.

(vii) Any Development Fees paid and/or credits for Development Fees with respect to property conveyed, services performed and/or money paid as provided in this Agreement may be assigned by the Owner and/or Developer owning such credits and all such credits shall remain valid until utilized. The City shall recognize all such written assignments of such rights and shall credit same against any Development Fees which are owned pursuant to this Agreement.

(viii) The City, County or other governmental entity may establish, solely or in conjunction with each other, a Tax Increment, FILOT, Multi-County Business Park, or any other special tax district or financing vehicle authorized by applicable provisions of the Code of Laws of South Carolina (1976 as amended), which does not impose additional ad valorem taxes or assessments against the Property.

(ix) The City shall not establish any special tax district or financing vehicle authorized by applicable provisions of the Code of Laws of South Carolina (1976 as amended), which does impose additional ad valorem taxes or assessments against the Property for infrastructure or services specifically provided for in this Agreement (i.e., roads, parks, schools, fire protection, etc.), unless (1) the Owner or Developer (as applicable) otherwise agrees, or (2), credit is given for the fees and dedications provided pursuant to this Agreement.

(x) It is acknowledged that at the written election of Owner a municipal improvement district and/or special taxing district may be implemented for the Property in order to provide for installation or improvement of qualifying on or off-site public

infrastructure, provided such are financially non-recourse to the City and both the Owner and City agree.

### **XIII. PROTECTION OF ENVIRONMENT AND QUALITY OF LIFE.**

The City and Owner recognize that Development can have negative as well as positive impacts. Specifically, Beaufort considers the protection of the natural environment and nearby waters, and the preservation of the character and unique identity of the City, to be mandatory goals, to be achieved without compromise. Owner shares this commitment and therefore agrees to the following:

**1. Storm Water Quality.** Protection of the quality in nearby waters is a primary goal of the City. The Owner and Developers shall be required to abide by all provisions of federal and state laws and regulations, including those established by the Department of Health and Environmental Control, the Office of Ocean and Coastal Resource Management, and their successors for the handling of stormwater.

The Owner agrees, prior to commencing development activity in a Development Plan Area, to prepare a study of pre-development drainage characteristics of the Development Plan Area, prepare a Master Plan of the storm water drainage systems for each Development Plan Area, and thereafter construct such storm water drainage systems in accordance with the approved Plans, and maintain the systems allowing proper operation and function. In order to meet the water quality and anti-degradation goals which are impacted by the amount of impervious surfaces, Owner or any Developer commits to design storm water management systems in such a way that the storm water quality delivered to the receiving waters is mitigated to a level which is no more than that associated with ten percent (10%) impervious coverage. Additional standards are contained in the Clarendon PUD Development Regulations. Further, Owner agrees to provide pretreatment BMP's, including supplemental Open Space (in accordance with Beaufort County's Manual for Storm Water Best Management Practices, prepared by Camp Dresser & McKee, as of 2003), where required by engineering design and calculations. In addition to the water quality safeguards as committed to by Owner above, notwithstanding Section V hereof, Owner and any developer shall adhere to any and all future ordinances or regulations of the City (or portions thereof) governing detention, filtration, and treatment of storm water provided those ordinances and

regulations apply city wide, and are consistent with sound engineering practices. It is specifically agreed however, that any such future ordinances of the City that directly or indirectly affect the setback, buffer or open space requirements presently permitted pursuant to the Clarendon PUD Development Regulations will not be applicable to the Owner and any developer within the Property without the Owner's or any affected developer's express written consent thereto. Owner and any developer shall have the option of achieving the treatment/stormwater mitigation goals of any future ordinance adopted City-wide affecting the setbacks, buffers or open space requirements of the PUD Development regulations by the use of sound engineering practices, such as capture, treatment, and/or diversion.

**2. Multiple Housing Options.** Owner and the City recognize the increasing needs for multiple housing options at diverse pricing points in the Beaufort area, and that there is not at present a defined program or requirement within the City. Owner and Developer agree to implement any mandated program which is applicable City-wide and imposed upon all similar development for such areas of the Property which have not then been platted, once development begins on the Property and at least five hundred (500) building permits are issued for Dwelling Units, and provided the City in the future develops reasonable incentives or programs applicable City-wide to encourage the development of multiple housing options at a diversity of pricing points and makes those incentives or programs available to the Owner or Developer. Owner and Developer shall be given credit for any qualifying housing built prior to the implementation of this requirement. Reasonable incentives may include but not be limited to the elimination or reduction of development and impact fees on these multiple housing options.

**3. Tree Protection.** Owner and any Owner shall comply with the Clarendon PUD Development Regulations pertaining to trees, provided however, that it is acknowledged that this is an active silviculture and agricultural operation, and such continued operations are exempt from tree protection requirements. Furthermore, future subdivision or development plans submitted to the City will not be required to prepare tree surveys as part of the submission for those areas of the Property which have been used as farmland or silviculture. Those areas shall be represented on an exhibit illustrating the area containing either the field area or planted pine tree planting pattern with typical row, spacing, and size. The information may be field-verified to ensure accuracy of the

exhibit's factors, but each tree in the area will not be physically located by standard survey methods. Owner or its assignee shall have the right to timber any area proposed for development, subject only to the requirement that it leave a fifty (50) foot perimeter buffer (that may be subject to further timbering, clearing or development in accordance with the Zoning Regulation) and all hardwoods or specimen trees over eight (8) inches DBH, with post timbering coverage of at least fifteen trees per acre.

**4. Beaufort Character Protection / Hunting and Fishing.** Owner and the City agree and recognize that it is imperative to preserve and enhance the basic character of Beaufort and the quality of life that has made Beaufort both unique and appealing. Private land use covenants will establish architectural and landscaping standards, prior to or as part of a Master Plan submittal. Notwithstanding any present or future law or ordinance of the City to the contrary, all types of hunting, fishing, silviculture, and agricultural uses which are legal under South Carolina law may continue on the Property, including but not limited to the use of fire arms, bird breeding and accumulation, controlled burns, and other activities presently engaged in on the Property at the commencement of this Agreement. Hunting and the use of firearms will not be allowed in areas submitted for Master Plan approval, unless such activities are incorporated into the Master Plan submittal and are carried out in conformity with applicable Department of Natural Resources regulations, which include, among other things, adequate separation from populated areas.

#### **XIV. Compliance Reviews.**

As long as Owner owns any of the Property in Beaufort, Owner, or its designee, shall meet with the City, or its designee, at least once per year, during the Term to review Development completed in the prior year and the Development anticipated to be commenced or completed in the ensuing year. The Owner, or its designee, shall be required to provide such information as may reasonably be requested, to include but not be limited to, acreage of the Property sold in the prior year, acreage of the Property under contract, the number of certificates of occupancy issued in the prior year, and the number anticipated to be issued in the ensuing year, Development Rights transferred in the prior year, and anticipated to be transferred in the ensuing year. The Owner, or its designee, shall be required to compile this information and report same on such forms as may be agreed upon between the Owner and City from time to time.

**XV. Defaults.**

The failure of the Owner, Subsequent Developer or the City to comply with the terms of this Agreement not cured within sixty (60) days after written notice from the non-defaulting party to the defaulting party (as such time period may be extended with regard to non-monetary breaches for a reasonable period of time based on the circumstances, provided such defaulting party commences to cure such breach within such sixty (60) day period and is proceeding diligently and expeditiously to complete such cure) shall constitute a default, entitling the non-defaulting party to pursue such remedies as deemed appropriate, including specific performance; provided however no termination of this Development Agreement may be declared by the City absent its according the Owner and any relevant Developer the notice, hearing and opportunity to cure in accordance with the Act; and provided any such termination shall be limited to the portion of the Property in default, and provided further that nothing herein shall be deemed or construed to preclude the City or its designee from issuing stop work orders or voiding permits issued for Development when such Development contravenes the provisions of the Clarendon PUD Development Regulations or this Agreement. A default of the Owner shall not constitute a default by Subsequent Developers, and default by a Subsequent Developer shall not constitute a default by the Owner. The parties acknowledge that individual residents and owners of completed buildings within the Project shall not be obligated for the obligations of the Owner or Subsequent Developers set forth in this Agreement.

**XVI. Modification of Agreement.**

This Development Agreement may be modified or amended only by the written agreement of the City and the Owner. 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. Any amendment to this Agreement shall comply with the provisions of Section 6-31-10, et seq. 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. Whenever such consent or approval is required, the same shall not unreasonably be withheld. Minor modifications not increasing density may be assented to by the City by either resolution or ordinance, in its discretion. Minor modifications which may be made by the administrative staff of the City under the authority of its Unified Development Ordinance may likewise be approved by mutual assent of the Owner and the City staff, and variances may be authorized by the Zoning Board of Appeals. As it is anticipated that portions of the Property will be conveyed to future developers, any amendment requested by such future developer shall only require the consent of the City, the requesting Developer, and the Owner.

**XVII. Notices.**

Any notice, demand, request, consent, approval or communication which a signatory party is required to or may give to another signatory party hereunder shall be in writing and shall be delivered or addressed to the other at the address below set forth or to such other address as such party may from time to time direct by written notice given in the manner herein prescribed, and such notice or communication shall be deemed to have been given or made when communicated by personal delivery or by independent courier service or by facsimile or if by mail on the fifth (5th) business day after the deposit thereof in the United States Mail, postage prepaid, registered or certified, addressed as hereinafter provided. All notices, demands, requests, consents, approvals or communications to the City shall be addressed to the City at:

City of Beaufort  
Post Office Box 1167  
Beaufort, SC 29901  
Attention: City Manager

And to the Owner at:

Clarendon Farms, L.L.C.  
80 Clarendon Plantation Drive  
Burton, SC 29906

With Copy To:

R. Dale Hughes, Esq.  
Dow Lohnes PLLC  
Six Concourse Parkway, Suite 1800  
Atlanta, GA 30328

## **XIX. ENFORCEMENT.**

Any party hereto shall have the right to enforce the terms, provisions and conditions of the Agreement by any remedies available at law or in equity, including specific performance, and the right to recover attorney's fees and costs associated with said enforcement.

### **I. GENERAL.**

**Subsequent Laws.** In the event state or federal laws or regulations are enacted after the execution of this Agreement or decisions are issued by a court of competent jurisdiction which prevent or preclude compliance with the Act or one or more provisions of this Agreement ("New Laws"), the provisions of this Agreement shall be modified or suspended as may be necessary to comply with such New Laws. Immediately after enactment of any such New Law, or court decision, a party designated by the Owners and the City shall meet and confer in good faith in order to agree upon such modification or suspension based on the effect such New Law would have on the purposes and intent of this Agreement. During the time that these parties are conferring on such modification or suspension or challenging the New Laws, the City may take reasonable action to comply with such New Laws. Should these parties be unable to agree to a modification or suspension, either may petition a court of competent jurisdiction for an appropriate modification or suspension of this Agreement. In addition, the Owner, developers and the City each shall have the right to challenge the New Law preventing compliance with the terms of this Agreement. In the event that such challenge is successful, this Agreement shall remain unmodified and in full force and effect.

**Estoppel Certificate.** The City, the Owner or any Developer may, at any time, and from time to time, deliver written notice to the other applicable party requesting such party to certify in writing:

- (1) that this Agreement is in full force and effect,
- (2) that this Agreement has not been amended or modified, or if so amended, identifying the amendments,

(3) whether, to the knowledge of such party, the requesting party is in default or claimed default in the performance of its obligations under this Agreement, and, if so, describing the nature and amount, if any, of any such default or claimed default, and

(4) whether, to the knowledge of such party, any event has occurred or failed to occur which, with the passage of time or the giving of notice, or both, would constitute a default and, if so, specifying each such event.

**Entire Agreement.** This Agreement sets forth, and incorporates by reference all of the agreements, conditions and understandings among the City and the Owner relative to the Property and its Development and there are no promises, agreements, conditions or understandings, oral or written, expressed or implied, among these parties relative to the matters addressed herein other than as set forth or as referred to herein.

**No Partnership or Joint Venture.** Nothing in this Agreement shall be deemed to create a partnership or joint venture between the City, the Owner or any Developer or to render such party liable in any manner for the debts or obligations of another party.

**Exhibits.** All exhibits attached hereto and/or referred to in this Agreement are incorporated herein as though set forth in full.

**Construction.** The parties agree that each party and its counsel have reviewed and revised this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendments or exhibits hereto.

**Governing Law.** This Agreement shall be governed by the laws of the State of South Carolina.

**Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original, and such counterparts shall constitute but one and the same instrument.

**Agreement to Cooperate.** City and the Owner, at Owner's expense, shall cooperate in the event of any court action instituted by a third party or other governmental entity or official challenging the validity of any provision of this Agreement (but there shall be no duty to reimburse for the City's defense of administrative decisions made by the City, such as the issuance of permits, approvals, variances and appeals), and City shall, upon request of Owner, appear in the action and defend its decision, except that City shall not be required to be an advocate for Owner. To the extent that Owner determines to contest or defend such litigation challenges, Owner shall reimburse City all legal and court costs within thirty (30) days written demand therefor, which may be made from time to time during the course of such litigation challenge, provided that City shall either: (a) elect to joint representation by the Owner's counsel; or (b) retain an experienced litigation attorney, require such attorney to prepare and comply with a litigation budget and present such budget to Owner prior to incurring obligations to pay legal fees in excess of \$10,000.00. If Owner defends any such legal challenge, nothing herein shall authorize Owner to settle such legal challenge on terms that would constitute an amendment or modification to this Agreement, unless such modification or amendment is approved by City in accordance with applicable legal requirements, and City reserves its full legislative discretion with respect thereto.

In addition, City shall have the right, but not the obligation, to contest or defend such litigation challenges, in the event Owner elects not to do so.

**Eminent Domain.** Nothing contained in this Agreement shall limit, impair or restrict the City's right and power of eminent domain under the laws of the State of South Carolina, nor of Owner's right to just compensation under the laws of this State or the Constitution of the United States of America.

**No Third Party Beneficiaries.** The provisions of this Agreement may be enforced only by the City, the Owner and Developers. No other persons shall have any rights hereunder.

**Severability.** If any term or provision of this Agreement, or the application of any term or provision of this Agreement to a particular situation, is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining terms and provisions of this Agreement, or the application of this Agreement to other situations, shall continue in full force and effect unless amended or modified by mutual consent of the parties. Notwithstanding the foregoing,

if any material provision of this Agreement, or the application of such provision to a particular situation, is held to be invalid, void or unenforceable, the party adversely affected may (in its sole and absolute discretion) terminate this Agreement by providing written notice of such termination to the other party.

## II. STATEMENT OF REQUIRED PROVISIONS

**A. Specific Statements.** The Act requires that a development agreement must include certain mandatory provisions, pursuant to Section 6-31-60 (A). Although certain of these items are addressed elsewhere in this Agreement, the following listing of the required provisions is set forth for convenient reference. The numbering below corresponds to the numbering utilized under Section 6-31-60 (A) for the required items:

1. **Legal Description of Property and Legal and Equitable Owners.** The legal description of the property is set forth in Exhibit B attached hereto. The present legal Owner of the Property is Clarendon Farms, L.L.C. (successor to Clarendon Farms, Inc. by operation of a change in the form of organization).
2. **Duration of Agreement.** The duration of this Agreement is set forth in Section III above.
3. **Permitted Uses, Densities, Building Heights and Intensities.** A complete listing and description of permitted uses, population densities, building intensities and heights, as well as other development related standards, are contained in the Clarendon PUD Development Regulations.
4. **Required Public Facilities.** The utility service available to the Property are described generally above regarding electrical services, telephone service and solid waste disposal. The mandatory procedures of the Clarendon PUD Development Regulations will ensure availability of roads and utilities to serve the residents on a timely bases.
5. **Dedication of Land and Provisions to Protect Environmentally Sensitive Areas.** The only dedication of land for public purposes are the donations of lands, if any, which are described above. The Clarendon PUD Development Regulations described above, and

incorporated herein, contain numerous provisions for the protection of environmentally sensitive areas. All relevant State and Federal laws will be fully complied with, in addition to the important provisions set forth in this Agreement.

6. **Local Development Permits.** The Development standards for the Property shall be as set forth in the Clarendon PUD Development Regulations. Specific permits must be obtained prior to commencing Development (excluding farming, hunting and silviculture activities, unless required as a state permit), consistent with the standards set forth in the Clarendon PUD Development Regulations. Developer may submit permit applications for concurrent review with the City and other governmental authorities. City may give final approval to any submission, but will not grant authorization to record plats or begin development construction activities until all permitting agencies have completed their reviews. Building Permits must also be obtained under applicable law for any vertical construction, and appropriate permits must be obtained from the State of South Carolina (OCRM) and Army Corps of Engineers, when applicable, prior to any impact upon freshwater wetlands. Any activities occurring below mean high water in salt water areas shall require permitting by the appropriate State and Federal agencies only. It is specifically understood that the failure of this Agreement to address a particular permit, condition, term or restriction does not relieve the Owner, its successors and assign, of the necessity of complying with the law governing the permitting requirements, conditions, terms or restrictions.
7. **Comprehensive Plan and Development Agreement.** The Beaufort City Council finds the Development permitted and proposed under the Agreement and Clarendon PUD Development Regulations, is consistent with the Comprehensive Plan and with current land use regulations of Beaufort, South Carolina.
8. **Terms for Public Health, Safety and Welfare.** The Beaufort City Council finds that all issues relating to public health, safety and welfare have been adequately considered and appropriately dealt with under the terms of this Agreement, the Clarendon PUD Development Regulations and existing laws.
9. **Historical Structures.** No specific terms relating to historical structures are pertinent to this Development Agreement. Any historical structure or sites will be addressed through the

permitting process at the time of development, as required by the Clarendon PUD Development Regulations, and no exception from any existing standard is hereby granted.

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

**SIGNATURES AND ACKNOWLEDGMENTS BEGIN ON FOLLOWING PAGES**

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

WITNESSES:

  
\_\_\_\_\_

  
\_\_\_\_\_

CLARENDON FARMS, L.L.C.

By:   
\_\_\_\_\_

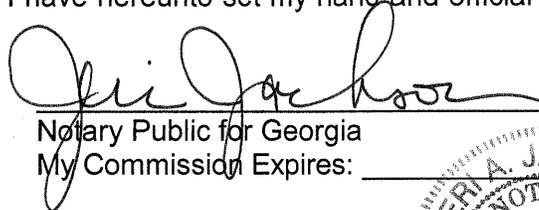
Its: vice president

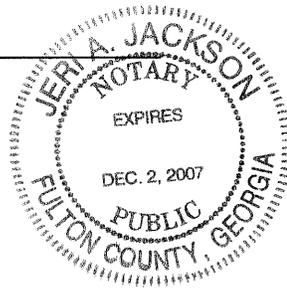
**SIGNATURES AND ACKNOWLEDGMENTS CONTINUE ON FOLLOWING PAGES**

STATE OF GEORGIA )  
 )  
COUNTY OF FULTON ) **ACKNOWLEDGMENT**

I HEREBY CERTIFY, that on this 8th day of DEC, 2006. before me, the undersigned Notary Public of the State and County aforesaid, personally appeared JOHN Boyette, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within document, as the appropriate official of Clarendon Farms, L.L.C., who acknowledged the due execution of the foregoing document.

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

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





**EXHIBIT "A"**  
**TO DEVELOPMENT AGREEMENT**

**S.C. Development Agreement Act**

Dec. 5, 2006

Code 1976 § 6-31-10

**CODE OF LAWS OF SOUTH  
CAROLINA 1976  
ANNOTATED  
TITLE 6. LOCAL  
GOVERNMENT--PROVISIONS  
APPLICABLE TO SPECIAL  
PURPOSE DISTRICTS AND  
OTHER POLITICAL  
SUBDIVISIONS  
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CAROLINA LOCAL  
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*Current through End of 2005 Reg. Sess.*

**§ 6-31-10. Short title; legislative findings and intent; authorization for development agreements; provisions are supplemental to those extant.**

(A) This chapter may be cited as the "South Carolina Local Government Development Agreement Act".

(B)(1) The General Assembly finds: The lack of certainty in the approval of development can result in a waste of economic and land resources, can discourage sound capital improvement planning and financing, can cause the cost of housing and development to escalate, and can discourage commitment to comprehensive planning.

(2) Assurance to a developer that upon receipt of its development permits it may proceed in accordance with existing laws and policies, subject to the conditions of a development agreement, strengthens the public planning process, encourages sound capital improvement planning and financing, assists in assuring there are adequate capital facilities for the development, encourages private

participation in comprehensive planning, reduces the economic costs of development, allows for the orderly planning of public facilities and services, and allows for the equitable allocation of the cost of public services.

(3) Because the development approval process involves the expenditure of considerable sums of money, predictability encourages the maximum efficient utilization of resources at the least economic cost to the public.

(4) Public benefits derived from development agreements may include, but are not limited to, affordable housing, design standards, and on and off-site infrastructure and other improvements. These public benefits may be negotiated in return for the vesting of development rights for a specific period.

(5) Land planning and development involve review and action by multiple governmental agencies. The use of development agreements may facilitate the cooperation and coordination of the requirements and needs of the various governmental agencies having jurisdiction over land development.

\*3967 (6) Development agreements will encourage the vesting of property rights by protecting such rights from the effect of subsequently enacted local legislation or from the effects of changing policies and procedures of local government agencies which may conflict with any term or provision of the development agreement or in any way hinder, restrict, or prevent the development of the project. Development agreements will provide a reasonable certainty as to the lawful requirements that must be met in protecting vested property rights, while maintaining the authority and duty of government to enforce laws and regulations which promote the public safety, health, and general welfare of the citizens of our State.

(C) It is the intent of the General Assembly to encourage a stronger commitment to comprehensive and capital facilities planning, ensure the provision of adequate public facilities

SC ST Sec. 6-31-10, Short title; legislative findings and intent; authorization for development agreements; provisions are supplemental to those extant.

Page 2

for development, encourage the efficient use of resources, and reduce the economic cost of development.

(D) This intent is effected by authorizing the appropriate local governments and agencies to enter into development agreements with developers, subject to the procedures and requirements of this chapter.

(E) This chapter must be regarded as supplemental and additional to the powers conferred upon local governments and other government agencies by other laws and must not be regarded as in derogation of any powers existing on the effective date of this chapter.

*HISTORY: 1993 Act No. 150, § 1.*

Code 1976 § 6-31-20

**CODE OF LAWS OF SOUTH  
CAROLINA 1976  
ANNOTATED  
TITLE 6. LOCAL  
GOVERNMENT--PROVISIONS  
APPLICABLE TO SPECIAL  
PURPOSE DISTRICTS AND  
OTHER POLITICAL  
SUBDIVISIONS  
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*Current through End of 2005 Reg. Sess.*

**§ 6-31-20. Definitions.**

As used in this chapter:

(1) "Comprehensive plan" means the master plan adopted pursuant to Sections 6-7-510, et seq., 5-23-490, et seq., or 4-27-600 and the official map adopted pursuant to Section 6-7-1210, et seq.

(2) "Developer" means a person, including a governmental agency or redevelopment authority created pursuant to the provisions of the Military Facilities Redevelopment Law, who intends to undertake any development and who has a legal or equitable interest in the property to be developed.

(3) "Development" means the planning for or carrying out of a building activity or mining operation, the making of a material change in the use or appearance of any structure or property, or the dividing of land into three or more parcels. "Development", as designated in a law or development permit, includes the planning for and all other activity customarily associated with it unless otherwise specified. When appropriate to the context, "development" refers to the planning for or the act of developing or to the result of development.

Reference to a specific operation is not intended to mean that the operation or activity, when part of other operations or activities, is not development. Reference to particular operations is not intended to limit the generality of this item.

(4) "Development permit" includes a building permit, zoning permit, subdivision approval, rezoning certification, special exception, variance, or any other official action of local government having the effect of permitting the development of property.

(5) "Governing body" means the county council of a county, the city council of a municipality, the governing body of a consolidated political subdivision, or any other chief governing body of a unit of local government, however designated.

**\*3969** (6) "Land development regulations" means ordinances and regulations enacted by the appropriate governing body for the regulation of any aspect of development and includes a local government zoning, rezoning, subdivision, building construction, or sign regulations or any other regulations controlling the development of property.

(7) "Laws" means all ordinances, resolutions, regulations, comprehensive plans, land development regulations, policies and rules adopted by a local government affecting the development of property and includes laws governing permitted uses of the property, governing density, and governing design, improvement, and construction standards and specifications, except as provided in Section 6-31-140 (A).

(8) "Property" means all real property subject to land use regulation by a local government and includes the earth, water, and air, above, below, or on the surface, and includes any improvements or structures customarily regarded as a part of real property.

(9) "Local government" means any county, municipality, special district, or governmental entity of the State, county, municipality, or region established pursuant to law which exercises regulatory authority over, and grants development permits for land development or which provides public facilities.

(10) "Local planning commission" means

any planning commission established pursuant to Sections 4-27-510, 5-23-410, or 6-7-320.

(11) "Person" means an individual, corporation, business or land trust, estate, trust, partnership, association, two or more persons having a joint or common interest, state agency, or any legal entity.

(12) "Public facilities" means major capital improvements, including, but not limited to, transportation, sanitary sewer, solid waste, drainage, potable water, educational, parks and recreational, and health systems and facilities.

*HISTORY: 1993 Act No. 150, § 1; 1994 Act No. 462, § 3.*

Code 1976 § 6-31-30

**CODE OF LAWS OF SOUTH  
CAROLINA 1976  
ANNOTATED  
TITLE 6. LOCAL  
GOVERNMENT--PROVISIONS  
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*Current through End of 2005 Reg. Sess.*

**§ 6-31-30. Local governments authorized to enter into development agreements; approval of county or municipal governing body required.**

A local government may establish procedures and requirements, as provided in this chapter, to consider and enter into development agreements with developers. A development agreement must be approved by the governing body of a county or municipality by the adoption of an ordinance.

*HISTORY: 1993 Act No. 150, § 1.*

**REFERENCES**

**LIBRARY REFERENCES**

Zoning and Planning ☞382.6.  
Westlaw Key Number Search: 414k382.6.

Code 1976 § 6-31-40

**CODE OF LAWS OF SOUTH  
CAROLINA 1976  
ANNOTATED  
TITLE 6. LOCAL  
GOVERNMENT--PROVISIONS  
APPLICABLE TO SPECIAL  
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OTHER POLITICAL  
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*Current through End of 2005 Reg. Sess.*

**§ 6-31-40. Developed property must contain certain number of acres of highland; permissible durations of agreements for differing amounts of highland content.**

A local government may enter into a development agreement with a developer for the development of property as provided in this

chapter provided the property contains twenty-five acres or more of highland. Development agreements involving property containing no more than two hundred fifty acres of highland shall be for a term not to exceed five years. Development agreements involving property containing one thousand acres or less of highland but more than two hundred fifty acres of highland shall be for a term not to exceed ten years. Development agreements involving property containing two thousand acres or less of highland but more than one thousand acres of highland shall be for a term not to exceed twenty years. Development agreements involving property containing more than two thousand acres and development agreements with a developer which is a redevelopment authority created pursuant to the provisions of the Military Facilities Redevelopment Law, regardless of the number of acres of property involved, may be for such term as the local government and the developer shall elect.

*HISTORY: 1993 Act No. 150, § 1; 1994 Act No. 462, § 4.*

**REFERENCES**

**LIBRARY REFERENCES**

Zoning and Planning ☞ 382.6.  
Westlaw Key Number Search: 414k382.6.

Code 1976 § 6-31-50

**CODE OF LAWS OF SOUTH  
CAROLINA 1976  
ANNOTATED  
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GOVERNMENT--PROVISIONS  
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*Current through End of 2005 Reg. Sess.*

**§ 6-31-50. Public hearings; notice and publication.**

(A) Before entering into a development agreement, a local government shall conduct at least two public hearings. At the option of the governing body, the public hearing may be held by the local planning commission.

(B)(1) Notice of intent to consider a

development agreement must be advertised in a newspaper of general circulation in the county where the local government is located. If more than one hearing is to be held, the day, time, and place at which the second public hearing will be held must be announced at the first public hearing.

(2) The notice must specify the location of the property subject to the development agreement, the development uses proposed on the property, and must specify a place where a copy of the proposed development agreement can be obtained.

(C) In the event that the development agreement provides that the local government shall provide certain public facilities, the development agreement shall provide that the delivery date of such public facilities will be tied to defined completion percentages or other defined performance standards to be met by the developer.

*HISTORY: 1993 Act No. 150, § 1.*

**REFERENCES**

**LIBRARY REFERENCES**

Zoning and Planning ☞359.  
Westlaw Key Number Search: 414k359.  
C.J.S. Zoning and Land Planning §§ 93, 95, 187 to 189.

Code 1976 § 6-31-60

**CODE OF LAWS OF SOUTH  
CAROLINA 1976  
ANNOTATED  
TITLE 6. LOCAL  
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*Current through End of 2005 Reg. Sess.*

**§ 6-31-60. What development agreement must provide; what it may provide; major modification requires public notice and hearing.**

(A) A development agreement must include:

(1) a legal description of the property subject to the agreement and the names of its legal and equitable property owners;

(2) the duration of the agreement. However, the parties are not precluded from extending the termination date by mutual agreement or from entering into subsequent development agreements;

(3) the development uses permitted on the property, including population densities and building intensities and height;

(4) a description of public facilities that will service the development, including who provides the facilities, the date any new public facilities, if needed, will be constructed, and a schedule to assure public facilities are available concurrent with the impacts of the development;

(5) a description, where appropriate, of any reservation or dedication of land for public purposes and any provisions to protect environmentally sensitive property as may be

required or permitted pursuant to laws in effect at the time of entering into the development agreement;

(6) a description of all local development permits approved or needed to be approved for the development of the property together with a statement indicating that the failure of the agreement to address a particular permit, condition, term, or restriction does not relieve the developer of the necessity of complying with the law governing the permitting requirements, conditions, terms, or restrictions;

(7) a finding that the development permitted or proposed is consistent with the local government's comprehensive plan and land development regulations;

\*3974 (8) a description of any conditions, terms, restrictions, or other requirements determined to be necessary by the local government for the public health, safety, or welfare of its citizens; and

(9) a description, where appropriate, of any provisions for the preservation and restoration of historic structures.

(B) A development agreement may provide that the entire development or any phase of it be commenced or completed within a specified period of time. The development agreement must provide a development schedule including commencement dates and interim completion dates at no greater than five year intervals; provided, however, the failure to meet a commencement or completion date shall not, in and of itself, constitute a material breach of the development agreement pursuant to Section 6-31-90, but must be judged based upon the totality of the circumstances. The development agreement may include other defined performance standards to be met by the developer. If the developer requests a modification in the dates as set forth in the agreement and is able to demonstrate and establish that there is good cause to modify those dates, those dates must be modified by the local government. A major modification of the agreement may occur only after public notice and a public hearing by the local government.

SC ST Sec. 6-31-60, What development agreement must provide; what it may provide; major modification requires public notice and hearing.

(C) If more than one local government is made party to an agreement, the agreement must specify which local government is responsible for the overall administration of the development agreement.

*HISTORY: 1993 Act No. 150, § 1.*

#### REFERENCES

(D) The development agreement also may cover any other matter not inconsistent with this chapter not prohibited by law.

#### LIBRARY REFERENCES

Zoning and Planning ☞382.6.  
Westlaw Key Number Search: 414k382.6.

Code 1976 § 6-31-70

**CODE OF LAWS OF SOUTH  
CAROLINA 1976  
ANNOTATED  
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*Current through End of 2005 Reg. Sess.*

**§ 6-31-70. Agreement and development must be consistent with local government comprehensive plan and land development regulations.**

A development agreement and authorized development must be consistent with the local government's comprehensive plan and land development regulations.

*HISTORY: 1993 Act No. 150, § 1.*

**REFERENCES**

**LIBRARY REFERENCES**

Zoning and Planning ☞ 382.6.  
Westlaw Key Number Search: 414k382.6.

Code 1976 § 6-31-80

**CODE OF LAWS OF SOUTH  
CAROLINA 1976  
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*Current through End of 2005 Reg. Sess.*

**§ 6-31-80. Law in effect at time of agreement governs development; exceptions.**

(A) Subject to the provisions of Section 6-31-140 and unless otherwise provided by the development agreement, the laws applicable to development of the property subject to a development agreement, are those in force at the time of execution of the agreement.

(B) Subject to the provisions of Section 6-31-140, a local government may apply subsequently adopted laws to a development that is subject to a development agreement only if the

local government has held a public hearing and determined:

(1) the laws are not in conflict with the laws governing the development agreement and do not prevent the development set forth in the development agreement;

(2) they are essential to the public health, safety, or welfare and the laws expressly state that they apply to a development that is subject to a development agreement;

(3) the laws are specifically anticipated and provided for in the development agreement;

(4) the local government demonstrates that substantial changes have occurred in pertinent conditions existing at the time of approval of the development agreement which changes, if not addressed by the local government, would pose a serious threat to the public health, safety, or welfare; or

(5) the development agreement is based on substantially and materially inaccurate information supplied by the developer.

(C) This section does not abrogate any rights preserved by Section 6-31-140 herein or that may vest pursuant to common law or otherwise in the absence of a development agreement.

*\*3977 HISTORY: 1993 Act No. 150, § 1.*

**REFERENCES**

**LIBRARY REFERENCES**

Zoning and Planning ☞382.6.  
Westlaw Key Number Search: 414k382.6.

Code 1976 § 6-31-90

**CODE OF LAWS OF SOUTH  
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*Current through End of 2005 Reg. Sess.*

**§ 6-31-90. Periodic review to assess compliance with agreement; material breach by developer; notice of breach; cure of breach or modification or termination of agreement.**

(A) Procedures established pursuant to Section 6-31-40 must include a provision for requiring periodic review by the zoning administrator, or, if the local government has no zoning administrator, by an appropriate officer of the local government, at least every twelve months, at which time the developer must be required to demonstrate good faith compliance with the terms of the

development agreement.

(B) If, as a result of a periodic review, the local government finds and determines that the developer has committed a material breach of the terms or conditions of the agreement, the local government shall serve notice in writing, within a reasonable time after the periodic review, upon the developer setting forth with reasonable particularity the nature of the breach and the evidence supporting the finding and determination, and providing the developer a reasonable time in which to cure the material breach.

(C) If the developer fails to cure the material breach within the time given, then the local government unilaterally may terminate or modify the development agreement; provided, that the local government has first given the developer the opportunity:

(1) to rebut the finding and determination;

or

(2) to consent to amend the development agreement to meet the concerns of the local government with respect to the findings and determinations.

*HISTORY: 1993 Act No. 150, § 1.*

**REFERENCES**

**LIBRARY REFERENCES**

Zoning and Planning ☞ 382.6.  
\*3979 Westlaw Key Number Search: 414k382.6.

Code 1976 § 6-31-100

*Current through End of 2005 Reg. Sess.*

**CODE OF LAWS OF SOUTH  
CAROLINA 1976  
ANNOTATED  
TITLE 6. LOCAL  
GOVERNMENT--PROVISIONS  
APPLICABLE TO SPECIAL  
PURPOSE DISTRICTS AND  
OTHER POLITICAL  
SUBDIVISIONS  
CHAPTER 31. SOUTH  
CAROLINA LOCAL  
GOVERNMENT  
DEVELOPMENT  
AGREEMENT ACT**

**§ 6-31-100. Amendment or cancellation of development agreement by mutual consent of parties or successors in interest.**

A development agreement may be amended or canceled by mutual consent of the parties to the agreement or by their successors in interest.

*HISTORY: 1993 Act No. 150, § 1.*

**REFERENCES**

**LIBRARY REFERENCES**

Zoning and Planning ☞382.6.  
Westlaw Key Number Search: 414k382.6.

Code 1976 § 6-31-110

**CODE OF LAWS OF SOUTH  
CAROLINA 1976  
ANNOTATED  
TITLE 6. LOCAL  
GOVERNMENT--PROVISIONS  
APPLICABLE TO SPECIAL  
PURPOSE DISTRICTS AND  
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AGREEMENT ACT**

*Current through End of 2005 Reg. Sess.*

**§ 6-31-110. Validity and duration of agreement entered into prior to incorporation or annexation of affected area; subsequent modification or suspension by municipality.**

(A) Except as otherwise provided in Section 6-31-130 and subject to the provisions of Section 6-31-140, if a newly-incorporated municipality or newly-annexed area comprises territory that was formerly unincorporated, any development agreement entered into by a local government before the effective date of the incorporation or annexation remains valid for the duration of the agreement, or eight years from the effective date of the incorporation or annexation, whichever is earlier. The parties to the development agreement and the municipality may agree that the development agreement remains valid for more than eight years; provided, that the longer period may not exceed fifteen years from the effective date of the incorporation or annexation. The

parties to the development agreement and the municipality have the same rights and obligations with respect to each other regarding matters addressed in the development agreement as if the property had remained in the unincorporated territory of the county.

(B) After incorporation or annexation the municipality may modify or suspend the provisions of the development agreement if the municipality determines that the failure of the municipality to do so would place the residents of the territory subject to the development agreement, or the residents of the municipality, or both, in a condition dangerous to their health or safety, or both.

(C) This section applies to any development agreement which meets all of the following:

(1) the application for the development agreement is submitted to the local government operating within the unincorporated territory before the date that the first signature was affixed to the petition for incorporation or annexation or the adoption of an annexation resolution pursuant to Chapter 1 or 3 of Title 5; and

**\*3982** (2) the local government operating within the unincorporated territory enters into the development agreement with the developer before the date of the election on the question of incorporation or annexation, or, in the case of an annexation without an election before the date that the municipality orders the annexation.

*HISTORY: 1993 Act No. 150, § 1.*

**REFERENCES**

**LIBRARY REFERENCES**

Municipal Corporations  36(2).  
Westlaw Key Number Search: 268k36(2).  
C.J.S. Municipal Corporations §§ 71, 75.

Code 1976 § 6-31-120

**CODE OF LAWS OF SOUTH  
CAROLINA 1976  
ANNOTATED  
TITLE 6. LOCAL  
GOVERNMENT--PROVISIONS  
APPLICABLE TO SPECIAL  
PURPOSE DISTRICTS AND  
OTHER POLITICAL  
SUBDIVISIONS  
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AGREEMENT ACT**

*Current through End of 2005 Reg. Sess.*

**§ 6-31-120. Developer to record agreement**

**within fourteen days; burdens and  
benefits inure to successors in interest.**

Within fourteen days after a local government enters into a development agreement, the developer shall record the agreement with the register of mesne conveyance or clerk of court in the county where the property is located. The burdens of the development agreement are binding upon, and the benefits of the agreement shall inure to, all successors in interest to the parties to the agreement.

*HISTORY: 1993 Act No. 150, § 1.*

**REFERENCES**

**LIBRARY REFERENCES**

Zoning and Planning ☞ 382.6.  
Westlaw Key Number Search: 414k382.6.

Code 1976 § 6-31-130

**CODE OF LAWS OF SOUTH  
CAROLINA 1976  
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TITLE 6. LOCAL  
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*Current through End of 2005 Reg. Sess.*

**§ 6-31-130. Agreement to be modified or**

**suspended to comply with later-enacted state or federal laws or regulations.**

In the event state or federal laws or regulations, enacted after a development agreement has been entered into, prevent or preclude compliance with one or more provisions of the development agreement, the provisions of the agreement must be modified or suspended as may be necessary to comply with the state or federal laws or regulations.

*HISTORY: 1993 Act No. 150, § 1.*

**REFERENCES**

**LIBRARY REFERENCES**

Zoning and Planning ☞ 382.6.

Westlaw Key Number Search: 414k382.6.

Code 1976 § 6-31-140

**CODE OF LAWS OF SOUTH  
CAROLINA 1976  
ANNOTATED  
TITLE 6. LOCAL  
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*Current through End of 2005 Reg. Sess.*

**§ 6-31-140. Rights, duties, and privileges of  
gas and electricity suppliers, and of  
municipalities with respect to**

**providing same, not affected; no  
extraterritorial powers.**

(A) The provisions of this act are not intended nor may they be construed in any way to alter or amend in any way the rights, duties, and privileges of suppliers of electricity or natural gas or of municipalities with reference to the provision of electricity or gas service, including, but not limited to, the generation, transmission, distribution, or provision of electricity at wholesale, retail or in any other capacity.

(B) This chapter is not intended to grant to local governments or agencies any authority over property lying beyond their corporate limits.

*HISTORY: 1993 Act No. 150, § 1.*

**REFERENCES**

**LIBRARY REFERENCES**

Zoning and Planning ☞382.6.  
Westlaw Key Number Search: 414k382.6.

Code 1976 § 6-31-145

**CODE OF LAWS OF SOUTH  
CAROLINA 1976  
ANNOTATED  
TITLE 6. LOCAL  
GOVERNMENT--PROVISIONS  
APPLICABLE TO SPECIAL  
PURPOSE DISTRICTS AND  
OTHER POLITICAL  
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CAROLINA LOCAL  
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DEVELOPMENT  
AGREEMENT ACT**

*Current through End of 2005 Reg. Sess.*

§ **6-31-145. Applicability to local**

**government of constitutional and  
statutory procedures for approval of  
debt.**

In the event that any of the obligations of the local government in the development agreement constitute debt, the local government shall comply at the time of the obligation to incur such debt becomes enforceable against the local government with any applicable constitutional and statutory procedures for the approval of this debt.

*HISTORY: 1993 Act No. 150, § 1.*

**REFERENCES**

**LIBRARY REFERENCES**

Municipal Corporations ☞ 858.  
Westlaw Key Number Search: 268k858.  
C.J.S. Municipal Corporations §§ 1571 to 1572.

Code 1976 § 6-31-150

**CODE OF LAWS OF SOUTH  
CAROLINA 1976  
ANNOTATED  
TITLE 6. LOCAL  
GOVERNMENT--PROVISIONS  
APPLICABLE TO SPECIAL  
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SUBDIVISIONS  
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AGREEMENT ACT**

*Current through End of 2005 Reg. Sess.*

**§ 6-31-150. Invalidity of all or part of §  
6-31-140 invalidates chapter.**

If Section 6-31-140 or any provision therein or the application of any provision therein is held invalid, the invalidity applies to this chapter in its entirety, to any and all provisions of the chapter, and the application of this chapter or any provision of this chapter, and to this end the provisions of Section 6-31-140 of this chapter are not severable.

*HISTORY: 1993 Act No. 150, § 1.*

Code 1976 § 6-31-160

**CODE OF LAWS OF SOUTH  
CAROLINA 1976  
ANNOTATED  
TITLE 6. LOCAL  
GOVERNMENT--PROVISIONS  
APPLICABLE TO SPECIAL  
PURPOSE DISTRICTS AND  
OTHER POLITICAL  
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CHAPTER 31. SOUTH  
CAROLINA LOCAL  
GOVERNMENT  
DEVELOPMENT  
AGREEMENT ACT**

*Current through End of 2005 Reg. Sess.*

**§ 6-31-160. Agreement may not contravene  
or supersede building, housing,**

**electrical, plumbing, or gas code;  
compliance with such code if  
subsequently enacted.**

Notwithstanding any other provision of law, a development agreement adopted pursuant to this chapter must comply with any building, housing, electrical, plumbing, and gas codes subsequently adopted by the governing body of a municipality or county as authorized by Chapter 9 of Title 6. Such development agreement may not include provisions which supersede or contravene the requirements of any building, housing, electrical, plumbing, and gas codes adopted by the governing body of a municipality or county.

*HISTORY: 1993 Act No. 150, § 1.*

**REFERENCES**

**LIBRARY REFERENCES**

Zoning and Planning ☞ 382.6.  
Westlaw Key Number Search: 414k382.6.

## Exhibit "B" TO DEVELOPMENT AGREEMENT

All those certain pieces, parcels or lots of lands, situate, lying and being in Beaufort County, South Carolina, consisting of approximately 4,151 acres in total, and being generally described as all of the properties owned by Clarendon Farms, LLC which are contiguous to the City of Beaufort's municipal limits and themselves, including, but not limited to, the following tax map and parcel designations:

TMP

R 100 020 000 107A 0000	R 700 044 000 0003 0000
R 100 014 000 0004 0000	R 100 020 000 0026 0000
R 100 014 000 0005 0000	R 100 015 000 0350 0000
R 100 014 000 0013 0000	R 100 020 000 0107 0000
R 100 014 000 008B 0000	R 100 020 000 0109 0000
R 100 014 000 011A 0000	R 100 020 000 0152 0000
R 100 014 000 0157 0000	R 100 020 000 107B 0000
R 100 020 000 0027 0000	
R 100 020 000 0054 0000	
R 100 020 000 0105 0000	
R 100 020 000 0242 0000	
R 100 020 000 027A 0000	
R 700 044 000 0001 0000	
R 700 044 000 0002 0000	

SAVE AND EXCEPT TMP numbers R 100 024 000 0010 0000, R 100 019 000 0001 0000, and that portion of TMP R100 020 0119 0000 conveyed by deed recorded at Book 1107 at Page 563.

BUT ALSO INCLUDING all of their right, title and interest in and to area sometimes designated as the the Rail Road Right of Way, and to those lands lying between the high and low water marks, and the marshes of the adjoining waterways and islands.

Dec. 5, 2006

**Exhibit "C"**  
**TO DEVELOPMENT AGREEMENT**

**Clarendon PDD**

The Planned Development District for Clarendon Farms (the Property hereunder), as approved by the City Council on December 6, 2006 is hereby incorporated into this Agreement by reference, to include all drawings, plans, narratives and documentation submitted therewith, as fully as if attached hereto. The parties hereto may elect to physically attach said documents hereto, file separately with the Register of Deeds and provide recording information concurrently with the filing of this Agreement or by supplemental reference, or may rely upon the above stated incorporation by reference, at their discretion.

Dec. 5, 2006

**EXHIBIT "D"**  
**TO DEVELOPMENT AGREEMENT**  
**DEVELOPMENT SCHEDULE \***

Development Period(s) (5 Year Increments)	Residential (Residential Units Constructed)	Commercial (Square Footage Constructed)***
First 5 years**	-0-	-0-
Second 5 years**	-0-	-0-
Third 5 years	750	Less than 5% of total allowed
Fourth 5 years	1250	13% of total allowed
Fifth 5 years	1000	15% of total allowed
Sixth 5 years	750	25% of total allowed
Seventh 5 years	500	25% of total allowed
Eighth 5 years	Remainder unbuilt/available	Same

\*As stated in the Development Agreement, Section VI, actual development may occur more rapidly or less rapidly, based upon market conditions and final product mix. The above preliminary forecast assumes a twenty-five year period of actual development, with no substantial activity for ten years prior to commencement of development. Development may commence at any time earlier, or later. Owner will submit updated forecasts to City as further information becomes available, and such schedule updates will be considered expected supplements hereto and not amendments hereto

\*\* It is anticipated that in these first time periods, extensive planning and engineering would take place, along with some outside permitting. However, units may become available for platting and sale during this time.

\*\*\*To promote commercial development and enhance internal capture of traffic within the Property, the Owner agrees to provide for a minimum of 15% of the upland acres within a Master Planned area in the T-4 urbanized and suburban village areas to be platted for commercial and mixed use development, unless otherwise approved by City Council at the Master Plan Phase. These areas shall not be converted to a non-commercial use, without the approval of City Council, for a period of five years after development begins within the Master Planned area.

**EXHIBIT "E"**  
**TO DEVELOPMENT AGREEMENT**  
**PROPOSED MEMORANDUM OF AGREEMENT**

**MEMORANDUM OF AGREEMENT**

This Memorandum of Agreement is entered into between [MCAS ENTITY] ("MCAS") and CLARENDON FARMS, LLC ("Clarendon") regarding the exchange of real property currently owned by MCAS for development rights related to real property currently owned by Clarendon.

The parties hereto agree and understand that the overall site locations affected by this swap have not been finalized as of the date of this Agreement. It is agreed and understood that the MCAS will deed in fee approximately 125 acres as described on Exhibit A attached hereto to Clarendon. In exchange, Clarendon will take the following actions with regard to the development of its property: (i) the approximately 800 acres described on Exhibit B attached hereto will not have any additional residential development, except for approximately 5-10 homes for Clarendon employees, or equestrian estate tracts; (ii) the approximately 400 acres described on Exhibit C attached hereto will not have residential development with a NLR of less than 30dB, nor, if development commences, a gross density of 1.0 single family units per acre; and (iii) Clarendon will comply with the non-residential development uses/noise reduction guidelines set forth in OPNAVINST Table 2 as a substitute for the City of Beaufort's AICUZ uses.

MCAS and Clarendon agree that an appraisal will be performed by a mutually agreed upon appraiser to determine the fair market value(s) of the real estate interest(s) acquired. Any compensation for difference in value between the interests acquired by MCAS and those from Clarendon will be decided upon by MCAS and Clarendon. Such compensation may include payments over an extended period of time. Upon reaching agreement on the aforesaid valuations, MCAS and Clarendon will proceed to document the aforesaid exchanges in documentation reasonably acceptable to both parties. This Memorandum of Agreement is a letter of intent subject to the conditions of agreement set forth herein.

Agreed to this \_\_\_\_\_ day of May 2006.

MCAS:

Clarendon:

CLARENDON FARMS, LLC, a Delaware  
limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Dec. 5, 2006

**Exhibit A to MOA**

That 125 acres, more or less, being a part of Laurel Bay Housing Project abutting Clarendon Farms on the southern common boundary, as shown on the attached Exhibit map.

Dec. 5, 2006

## **Exhibit B to MOA**

That approximately 800 acres consisting of the 65 db, 70 db, and 75 db zones lying on the eastern portion of Clarendon Farms, as generally shown on the attached Exhibit map.

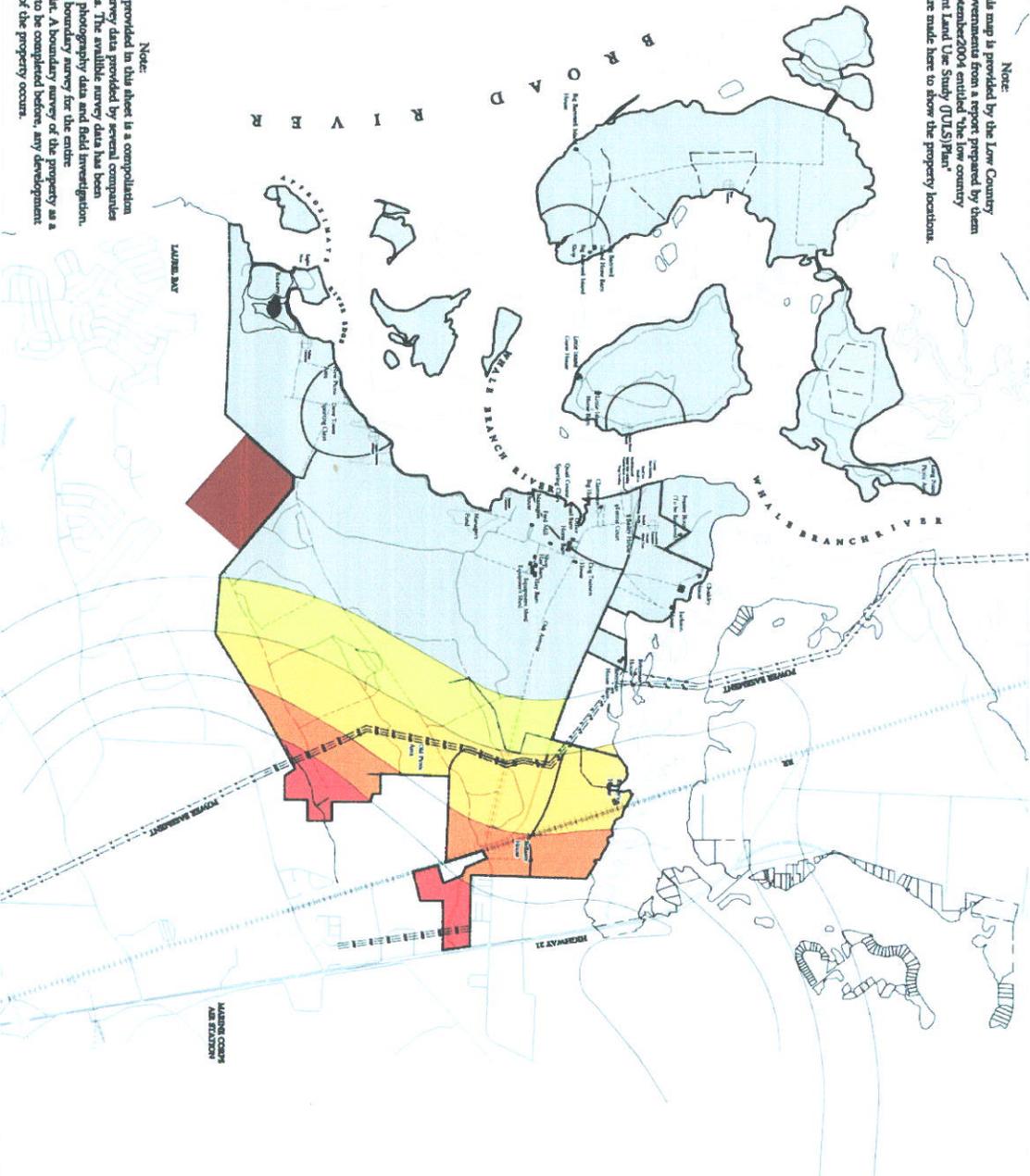
Dec. 5, 2006

### **Exhibit C to MOA**

That approximately 400 acres consisting of the "Off set Buffer" adjacent to the noise zone areas described in Exhibit B, as generally shown on the attached Exhibit map.

Dec. 5, 2006

Note:  
 Data for this map is provided by the Low Country Council of Governments from a report prepared by James Sorenson's 04 entitled "The Low Country Joint Land Use Study (JULS) Plan".  
 Modifications are made here to show the property location.



Note:  
 The location data provided in this sheet is a compilation of various sets of survey data provided by several companies on various dates. The available survey data has been augmented by aerial photography data and field investigation. A single boundary survey for the entire property does not exist. A boundary survey of the property as a single entity should be completed before any development of the property occurs.

JKT 168 Number: 200208-01

# Clarendon Farms

## Beaufort County, South Carolina

### Conceptual Master Plan / P.U.D.

Exhibit Map  
 PREPARED FOR:  
 Clarendon Farms, Inc.  
 Beaufort County, South Carolina

PREPARED BY:  
**J. K. TILLER ASSOCIATES, INC.**  
 1000 W. BROADWAY, SUITE 200  
 BEAUFORT, SOUTH CAROLINA 29516  
 LEGAL COUNSEL:  
 EDWIN I. HANAUET ESQUIRE  
 Beaufort, South Carolina  
 DAVID L. TEDDER, PA  
 Beaufort, South Carolina

- ACUZ ZONES**
- 65 dB  
+/- 480 AC.
  - 70 dB  
+/- 210 AC.
  - 75 dB  
+/- 110 AC.
- Total Acres Impacted: +/- 800 AC.
- Offset Buffer  
+/- 400 AC.
  - Laurel Bay Area  
+/- 125 AC.



**CLARENDON FARMS  
CONCEPTUAL MASTER PLAN / PUD**

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**CLARENDON FARMS  
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Exhibit B	Property Description
Exhibit C	Existing Location Map and Existing Topography Map
Exhibit D	Aerial Photo
Exhibit E	FEMA / Flood Zones Map
Exhibit F	Soils Map
Exhibit G	Wildlife Management Requirements
Exhibit H	Clarendon Farms Conceptual Master Plan
Exhibit I	MCAS Compatibility Use Zone Maps
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Exhibit K	Special Standards for Schools



**CLARENDON FARMS  
CONCEPTUAL MASTER PLAN / PUD**

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**APPLICANT AND PLANNING TEAM**

Applicant: ..... Clarendon Farms, LLC

Land Planner/Landscape

Architect: ..... J. K. Tiller Associates, Inc.  
Bluffton, SC  
Mr. Jim Tiller

Legal Counsel: ..... David L. Tedder, P.A.  
Beaufort, SC  
and  
Lewis J. Hammet, Esquire  
Bluffton, SC

Survey ..... Beaufort Surveying, Inc.  
Beaufort, SC



**CLARENDON FARMS  
CONCEPTUAL MASTER PLAN / PUD**

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**SECTION I. INTRODUCTION AND LAND USE INTENT**

**A. Introduction and Narrative of Land Use Intent**

Clarendon Farms, LLC., the Applicant, is proposing a comprehensive land use plan for entitlements of its land holdings. A Conceptual Master Plan / PUD and Development Agreement consistent with the provisions of the Planned Unit Development Standards (PUD) of the City of Beaufort, South Carolina shall be introduced in this submission. Both the City of Beaufort and Clarendon Farms, LLC. see this PUD, Development Agreement and Annexation Petition as an extension of the City of Beaufort into an area considered as a growth area contemplated in the City's Comprehensive Plan. Further, this approximate 4,151 acres is consistent with the permitted developments for consideration as PUDs in Section 7.4, Planned Unit Development Standards of the General Development Standards of the Beaufort, SC, Unified Development Ordinance.

The Clarendon Farms, LLC. is a very scenic and picturesque parcel of land located off of Highway 21 in Northern Beaufort County, South Carolina, just north of Laurel Bay and south of the McLeod Farm and bounded on the west by the waters and marshes of both the Broad River and the Whale Branch River. The property has been preserved for many years a hunting retreat for its owners and their families. The main residence was originally designed about 1934 for Warren H. Corning of Cleveland, Ohio. He and his brother Henry began accumulating land after purchase of the then Woodward Plantation in 1927. Woodward was originally purchased as a hunting property for the family. The Cornings hired Willis Irvin of Augusta, a well known country house architect, to design the house. The house was ideal for the hunting enthusiasts as it was appointed with gun rooms, game rooms and a restaurant quality kitchen. The house was also designed with adequate and very comfortable bedroom suites.

Corning also commissioned a Long Island landscape designer by the name of Umberto Innocenti who was also, with Irvin, a popular artisan for the writer colonies of Aiken and the Lowcountry. Umerto's design complimented the home by opening large lawns facing the Whale Branch River and formal gardens and entry courts of the land entrance to the house. This entrance to the house was formed at the terminus of a long live oak allee that stretched to the house from the public road. There is a grove of oaks at the house and at the terminus of the oak avenue which provides evidence of the potential of an earlier building complex.

The Clarendon Farms name probably comes from early plantations purchased originally by the John S. Pylar Family in 1865.

Just as the early Corning Family were good stewards of this land, this Applicant seeks to establish responsible zoning and land use standards for the property. The Conceptual Master Plan / PUD and the Development Standards promulgated here reflect as much a plan of conservation as it is a development plan. Density of use is targeted near the hubs of activity and other areas near marshes and old growth forest are generally zoned for less intense residential density. At the more dense areas of development and particularly where the marina village may occur, strict site standards regarding stormwater runoff are included to protect sensitive coastal environments.



**CLARENDON FARMS  
CONCEPTUAL MASTER PLAN / PUD**

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It is anticipated that the marina villages proposed would be reminiscent of the past coastal villages such as historic Charleston, SC, while capturing essences of more contemporary locations as the City of Beaufort's Waterfront. These opportunities to embrace with development the waters' edge will enhance the active community with the opportunity to interact with the waterside experience. This access provides the chance for recreation, transportation and sheer pleasure of water access. Just as transportation in the past was dependent on the water, this community will have similar opportunities. Just as communities have developed on Daufuskie Island so will the opportunity for similar development occur here on the outer islands. The intensity of development will reduce as you move away from the mixed use villages at the waters edge/access.

An accompanying Development Agreement proposes that land uses and standards be fixed for an extended period. The reasons for this extensive period are twofold. First, the present Owner has no plans to commence development at all in the immediate future. Second, the property is currently held for hunting, conservation and long term investment purposes. The PUD approval proposed by this Application, together with the Development Agreement, will allow the present Owners to be good stewards of the property and preserve its future development potential as an investment. Once approved, there will be no pressure to develop the property now, but simply to avoid future changes to zoning laws and standards that may affect the Applicant's long term financial plan. Both landowners and the City will be able to plan carefully and responsibly into the future achieving the best long term results.

The existing conditions of the site are set forth under this Narrative, and the exhibits which accompany this submission. Section II of this Narrative gives the details of the Land Use Plan proposed for the property. The Land Use Section of the Narrative, read together with the Conceptual Master Plan / PUD form the core of the PUD zoning District Standards and Design Standards proposed for Clarendon Farms. Section IV of this Narrative details the site standards, as modified, which will apply to any future development of the property.

This Narrative, together with the exhibits attached hereto, including the Conceptual Master Plan / PUD form the complete Application for PUD zoning for the Clarendon Farms property. The Applicant respectfully asks the City of Beaufort to approve this Application, together with the Annexation Petition and the Development Agreement submitted with this Application.

**B. The Property**

Clarendon Farms is made up of several farms, parcels and plantations that were and continue to be accumulated by both past property owners and this Applicant. The rich history of Clarendon Plantation/Farms has been documented in a study prepared by Sarah Fick, Preservation Consultants Inc., in 1998 (see Exhibit A).

The current property has been defined by a property description prepared for this submission (see Exhibit B) and is generally depicted by the Existing Location Plan and Existing Topography (See Exhibit C). This exhibit also indicates the present location of numerous buildings, unimproved roads, improved roads, cemeteries, utility corridors, railroad, etc.



**CLARENDON FARMS  
CONCEPTUAL MASTER PLAN / PUD**

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The aerial photograph shows the property and its relationship to the water bodies (see Exhibit D), while the FEMA Maps for the site indicate flood zones for the property (see Exhibit E).

The Soils Map (see Exhibit F) provides a clear indication of the types of soils series and the table is referenced to the Soil Survey of Beaufort and Jasper Counties, South Carolina, prepared by the U.S. Department of Agriculture Soil Conservation Service, issued January 1980.

Over the years the property has been in agrarian use and in the past three quarters of a century has been predominantly a hunting property and tree farm. The land has been managed and cared for over these years and currently has a magnificent stand of long leaf pine.

There is an abundance of wildlife and is managed for quail and duck hunting. A nesting pair of eagles has been found on the site and care has been taken to preserve that location in accordance with wildlife management requirements (see Exhibit G).

There are a number of existing ponds on the site providing the opportunity for fishing as well as areas for wading and diving bird habitats.

**C. Conceptual Master Plan / PUD**

The Applicant's property is approximately 4,151 acres of land south of Highway 21, north of the City of Beaufort. It is anticipated that development of the property may occur over the next 20 to 40 years or longer. The development will be in accordance with the standards established in this Conceptual Master Plan / PUD. The future submissions to the City for approval will be reviewed in accordance with the standards and guidelines established by this document. The Conceptual Master Plan / PUD, the Standards of this Clarendon Farms Planned Unit Development Ordinance and the Development Agreement shall govern the development of the Property, the boundaries as established herein. Where there may be conflicts between the documents the order of priority of the decision shall be governed as follows; the first order is the Development Agreement, then the PUD Standards and lastly the Conceptual Master Plan or modifications made at PUD Master Plan Phase Standards.

Clarendon Farms, LLC. currently manages the property and expects to do so until such time as they may transfer ownership of all or a portion of the land for development. The current land use is expected to continue until such time as a portion of the property may come forward to the City for development. Although the Beaufort County Assessor's Office makes determinations regarding Agricultural and Timberland exemptions, it is understood by the City of Beaufort and Clarendon Farms that the current land use and tax status should not change until a particular site may be identified for development and a site specific subdivision plan platting lots is recorded with the Beaufort County Register of Deeds. All other land not under consideration for development at this time should remain in the current land use and tax status. Clarendon Farms, its successors and assigns may continue its hunting, fishing, silviculture and agricultural uses, including, but not limited to, bird breeding and accumulation, controlled burns and other activities currently engaged in



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on the property.

The Conceptual Master Plan (see Exhibit H) shows a total of 4,151 acres in various residential uses, which will be built in phases in accordance with market demand and preference. It is anticipated that land uses shall include residential communities built in relationship to various amenities which may include golf courses, lakes, open space, parks both active and passive. Portions of the property may include regional commercial, neighborhood commercial, office/commercial and office/commercial/residential mixed use. It is anticipated that some institutional and governmental uses may be incorporated.

The Conceptual Master Plan shall meet or exceed the minimum of twenty (20) percent gross area open space required by Article 7.4 Planned Unit Development Standards of the City of Beaufort Unified Development Ordinance, item 10 with the exception of subitem b. The buffer at the perimeter of the PUD shall be included as open space. Other spaces / uses which shall qualify as active or passive open space are road rights-of-way with trails, sidewalks, or bicycle paths and the like (excluding surface of road), tree parks adjacent to roads, landscaped areas between land uses, golf courses and practice areas, lagoons, ponds, lakes, drainage easements, utility rights-of-way, freshwater non-jurisdictional and jurisdictional wetlands and wetland buffers, bicycle and walking trails and adjacent space, parks, all active play areas, waterfront parks, all ancillary recreational amenities including swimming pools (including indoor pools), water splash park, tennis courts, basketball courts, playgrounds, fishing and crabbing docks, boat docks, garden plots, flower production areas, greenhouses, activity areas and other such recreational amenities which may be developed and attributed to the total open space requirement.

The PUD document, Conceptual Master Plan and Development Agreement amend the City of Beaufort Unified Development Ordinance adopted January 28, 2003 and revised September 1, 2005 as obtained on October 28, 2005 from the City Manager or his/her designee.

**D. Environmental Considerations and Responsible Storm Water Practices**

The Applicant is aware of the environmental qualities that are very much a part of the quality of life issues of the Lowcountry and are an important part of why investors find the Lowcountry of Beaufort County so interesting and inviting. The same characteristics that brought the original settlers here over 300 years ago, still lures the investors and home buyers here. The environment of coastal South Carolina is sensitive to development though very resilient. If development is done with an eye toward environmental responsibility and with regard for the proper safeguards the built environment can co-exist with the natural environment without detriment to either. No area is more important to the Lowcountry than protection of water quality. The creation of water bodies for stormwater retention and detention has provided a way to create value while also functioning as a management means to treat runoff into our tidal marshes. Engineering of stormwater runoff through the management practices set forth in the Best Management Practices (BMPs) for stormwater management model will provide a method to quantify and design a system for stormwater treatment. For this system to meet the water quality and anti-degradation goals established by BMPs, the stormwater management system will be designed so that the stormwater quality delivered to the outfall from the site is mitigated to



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a level required by the current Standards.

It is this Applicant's intention to come forward with a stormwater management master plan that may be designed and constructed in phases, and that identifies the distinct drainage areas comprising the Property, i.e., the islands as opposed to the areas on Port Royal Island, and the separate areas on Port Royal Island as defined by the topography. This plan will serve as the frame work for future development, and the details of that plan will, through a system of lagoons, provide for the treatment of the runoff and a control release rate appropriate for the design storm events. These plans shall be prepared and submitted after the PUD and Development Agreement approval and prior to the final development plan approval for an area during its Site Plan Review process. All plan reviews shall be in accordance with the Conceptual Master Plan / PUD and the Development Agreement.

The freshwater wetlands are not atypical to such property throughout the Lowcountry. Clarendon Farms has existing lagoons and ponds on the property. These lagoons or ponds may have to be filled or enlarged to facilitate future development as permitted under the laws of the State of South Carolina. These issues will be formulated during future development plan submissions.

All wetland impacts associated with development activities will be permitted by the U. S. Army Corps of Engineers and certified by several State and Federal agencies, including, without limitation, SCDHEC-OCRM. As is the case with such activities, if impacts occur, mitigation will be accomplished as directed by the agencies and may include, but are not limited to providing wetland buffers or preservation.

**E. Cultural and Historic Resources**

City Ordinance Section 3.12, Archeological Impact Assessment, requires a determination by the City Manager or his/her designee. During this Conceptual Master Plan / PUD Phase, it is the Applicant's desire to delay any such requirement for any area to be developed until such time as a development permit is required for that area. During Final Subdivision Review, an investigative study shall be initiated as and if required in Section 7.43 of this PUD and the Unified Development Ordinance (UDO), and depending upon the outcome of the initial study, the management and development of further studies by a qualified research consultant will be prepared. These cultural resources studies and findings will be documented and the appropriate reports will be forwarded to the State Historic Preservation Office (SHPO). The long term management of the findings shall be presented to the SHPO. Once the proposed management has been reviewed and approved by SHPO, the Applicant and SHPO will execute a Memorandum of Agreement, as required, based on the qualifications of the site.

**F. Water and Sewerage Services**

It is anticipated that water and sewer services will be available to the development within this PUD. The long term development within this PUD will include a sewer system. It is anticipated that conditions may exist within the development whereby the design and implementation of sewer systems may be more detrimental to the environment that would the installation of a septic system. It is not the intent of this Applicant to develop the site



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with septic systems but, where permitted under State law, and other circumstances, a septic system may be utilized. Preliminary discussions with Beaufort Jasper Water and Sewer Authority (BJWSA) have indicated a willingness to serve the property. When installed and accepted, the sewer design and installation shall be approved by BJWSA. When accepted, BJWSA shall operate and maintain the water and sewer systems.

G. Electrical and Tele-Communication Services

The Applicant shall, as part of the subdivision design, provide electrical and tele-communication services. The Applicant shall obtain electrical service from South Carolina Electric and Gas Company and tele-communication services through Sprint Telephone and Charter Cable.

H. Road and Traffic

The Applicant is aware of the potential for impact to adjacent roadways. Traffic studies are required by the S.C. Department of Transportation (SCDOT) as part of its highway access and encroachment permit process, and mitigation measures, including intersection improvements, signalization, acceleration and deceleration lanes may be required by the Department. Financial arrangements for off-site traffic improvements are contained in the Clarendon Farms Development Agreement.

The plan for Clarendon Farms anticipates the development of commercial property within the site. This commercial development is intended to serve the community. This development of commercial uses will be designed to help forestall the need to travel outside the community for those daily needs. This plan will therefore reduce traffic entering onto Highway 21 for such daily trips. The Applicant is confident that the internal system of roadways will help to relieve the added pressure of development on the Highway 21 corridor. Creating an internal development of commercial, office, mixed use housing and single family residential housing uses that are convenient to one another and providing the needed uses to compliment one and other would help to reduce the flow of traffic onto Highway 21.

It is understood that Beaufort County and the City of Beaufort are working on studies to improve the highway system and these studies will include these access potentials. All access and egress points must be permitted by the South Carolina Department of Transportation.

The roads within the Conceptual Master Plan / PUD will be constructed in accordance with the provisions of the Development Agreement and the standards included in this PUD.

The Applicant may elect to offer roads for dedication to the State, Beaufort County or the City of Beaufort, SC. If accepted, that jurisdiction shall accept maintenance and repair of the roads. If not accepted, the Developer or its successors or assigns shall provide for road maintenance, repair costs and responsibilities, which may include transfer to a property owners association. The City is under no obligation to accept the roads or maintenance responsibility.



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I. Land Development Standards

Planning for future development areas will be governed by the Development Standards and Design Guidelines provided as a part of this document. If a conflict exists within this document, it is understood that the hierarchy of governance is, first, the Development Agreement, and second the Conceptual Master Plan / PUD and attachments.

J. Sale or Transfer within PUD

The developer of a PUD may sell or transfer ownership of development tracts within a PUD in accordance with the following procedures and provisions:

1. The developer must submit and have secured approval of a Concept Plan for the PUD;
2. Property covenants and restrictions must accompany the transfer of any development tract within the approved PUD restricting the new owner to the development type, road network, water, sewer approach, and density indicated on the approved Concept Plan;
3. The developer must submit a sworn affidavit from the prospective purchaser of a development tract, wherein the purchaser waives rights to the guarantee of the installation of required improvements afforded through this Ordinance for the subdivision of land, and further acknowledges and agrees that an initial Master Plan and final Development Plan must be submitted, and a Development Permit awarded, prior to commencement of any development on the tract;
4. The developer must submit a plat suitable for certification by the City Manager or his/her designee authorizing the developer to record such plat with the Clerk of Court or Register of Deeds, including submissions in digital format as required by the general provisions of the UDO, and subsequently record such plat prior to the sale or transfer of any development tract or phase; and
5. This procedure will not be permitted for the sale or transfer of an individual single-family lot or group of lots intended for construction of one single-family dwelling, except as provided for in the Development Agreement regarding "Undeveloped lands", i.e., shareholder / family compounds and farm worker housing.



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**SECTION II. THE PLANNING PROCESS**

**A. Introduction to a Revision to the PUD Process**

The City Unified Development Ordinance (UDO) was not specifically designed to accommodate larger land areas becoming a part of the City through the use of a conceptual master plan as an initial step, as has been utilized by other governmental bodies in the Lowcountry. To aid in the facilitation of the Planning Process for the Clarendon Farms PUD, the following revisions to the City of Beaufort Unified Development Ordinance are provided.

There will be a three step process for the approval of the Clarendon PUD. First will be the Conceptual Master Plan PUD Phase, consisting of the approval by City Council of the PUD Ordinance Document and the Development Agreement, which will establish the criteria for the vesting of property rights and some reasonable certainty protecting those rights while promoting and protecting public health, safety and general welfare. Second will be the Development of a Master Plan Phase which further defines the Plan within the confines of the Conceptual Master Plan Phase and is generally comparable to the requirements of the present PUD submissions under the City UDO. This second phase shall be submitted to the City Council for approval as outlined herein. The third and final phase is the Subdivision Review Phase. This final phase shall be reviewed for compliance to the approved Master Plan by Staff.

**B. The Conceptual Master Plan / PUD**

In accordance with the City of Beaufort, South Carolina, Article 3, Development Review Procedures, subsection 3.7, Planned Unit Development (PUD), the submission of the Conceptual Master Plan / PUD is the initial step in obtaining PUD Development District zoning. Ultimately the City Council adopts by Ordinance the PUD district and standards after receiving recommendations from the Planning Commission. This Applicant wishes to obtain a Development Agreement concurrently with the Petition for Annexation into the City and Conceptual Master Plan / PUD approval. The structure of the Conceptual Master Plan and the written standards describe and establish land uses, densities, development standards and guidelines, utility services, phasing and an approach to environmental quality. This document shall guide the development of the Clarendon Farms PUD.

**C. Master Plan Phase of the PUD**

Not currently a part of the PUD process in the City of Beaufort, South Carolina, Unified Development Ordinance, the adoption of this PUD Ordinance by the City of Beaufort Council will add a further review process to this PUD that will be required of each Applicant / Developer who comes forward with future phases of development within the Clarendon Farms PUD. This required process shall contain and follow the following steps and criteria.

All standards established as part of the Master Plans shall met the existing requirements of Section 7.4 Planned Unit Development (PUD) Standards, unless modified by the Development Agreement or this PUD.



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The following Master Plan Phase PUD ordinance sections shall be made a part of the Clarendon Farms PUD:

**7.41 Planned Unit Development (PUD) - Master Plan Phase Standards**

**A. General Requirements**

A Master Plan shall be developed for all or any portion of the PUD property to be developed. The Master Plan, as well as any fee as may be established by the City of Beaufort, shall be submitted to the City Manager or his/her designee for review and a recommendation to City Council. The minimum requirements of the Master Plan include:

1. Multiple copies of the Master Plan to sufficiently distribute to all designated reviewing bodies at the time of submittal;
2. Proposed arrangement of land uses, including land for public facilities, approximate acreage of each use area or tract, type of use and density (residential use tracts). All specified densities will be construed as maximums, with acceptance of the maximums subject to satisfaction of other provisions within the PUD ordinance;
3. A boundary survey with the computed acreage of the tract bearing the seal of a registered land surveyor;
4. The location of primary control points to which all dimensions, angles, bearings, block numbers and similar data shall be referred;
5. The proposed name of the development and the names and addresses of the owner(s) of record, and the applicant, if different from the owner(s), with proof of authority to submit and process the application;
6. Type of land use of all parcels contiguous to the development property;
7. A map or site plan showing:
  - a. The location, dimensions, descriptions, and flow of existing watercourses and drainage structures within the tract or on contiguous tracts;
  - b. Location of municipal limits or county lines, and district boundaries, if they traverse the tract, form part of the boundary of the tract, or are contiguous to such boundary;
  - c. Vicinity map or sketch showing the general relationship of the proposed development to the surrounding areas with access roads referenced to the intersection of the nearest state primary or secondary paved roads;
  - d. Topographic survey of the area being applied for;
  - e. The location, dimensions, name and description of all existing or recorded streets, alleys, reservations, easements or other public rights-of-way within the tract intersecting or contiguous with its boundaries or forming such boundaries;
  - f. The location, dimensions, name and description of all existing or recorded residential lots, parks, public areas, permanent structures and other sites within or contiguous with the tract;
  - g. The proposed location, dimensions and description of land(s) for public facilities and
  - h. Proposed conceptual street system layout, vehicular and pedestrian, with the written comments of the City Manager or his/her designee.
8. Traffic impact analysis as required by SCDOT, Staff or City Council, and a statement of need for mitigation (if any). If mitigation is required, a statement of proposed mitigation;



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9. Preliminary Master Drainage Plan and Master Water and Sewer Plan with the written comments of the City Manager or his/her designee;
10. Where applicable, surveyed line delineating the extent of any special district boundary on the development property.
11. Preliminary comments from affected agencies having approval or permitting authority over elements related to the proposed development, or evidence that a written request for such comments was properly submitted to the agency and a reasonable period of time has elapsed without receipt of such comments. Minimum agency responses include DOT, EMS, DHEC, OCRM, and fire officials (as applicable);
12. A narrative addressing:
  - a. The proposed ownership and maintenance of streets, drainage systems, water and sewer systems, open space areas, parking areas, and other proposed amenities and improvements; and when any are to be privately owned, a description of the governance, operation and financial structure to be used to secure their maintenance management and long term improvements;
  - b. Proposed phasing and time schedule if development is to be done in phases;
  - c. Proposed phasing and time schedule for lands to be dedicated for public facilities;
  - d. Proposed internal site planning standards such as typical lot sizes and widths shall follow the standards established in Section IV, *Design Standards*, item 5, *Lot and Block Standards*, unless otherwise approved by City Council and may conform to market driven parameters;
  - e. Letters of capability and intent to serve community water supply or sewage disposal service from the affected agency or entity, where applicable;
  - f. A statement describing the character of, and rational for, the proposed Master Plan; and
  - g. Other information or descriptions deemed reasonably appropriate by City Manager or his/her designee or City Council for review.
13. Any provision for architectural and landscape architectural design guidelines or community covenants which deviate from the standards for such contained within this PUD shall be provided with the submission. These documents may provide for uniformity of scale, form, color and character of the community while providing restrictions on all aspects that may be important to the community as a whole. City Council may accept or reject such deviations in its sole discretion.
14. City Council may, in its sole discretion, accept a Master Plan application which does not include all of the above elements for processing and consideration upon a showing by the application why such information is unavailable or impractical to provide. City Council reserves the right to require such omitted information to be supplied prior to final Master Plan approval and second reading.

**7.42 Master Plan Review / Approval / Amendments**

- A. Upon review of the proposed Master Plan for consistency with the provisions of the Development Agreement the Zoning Regulations as defined in the Development Agreement, and the Conceptual Master Plan, City Council may move by resolution to approve or disapprove the Master Plan by a majority vote, based solely upon a



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determination of whether the proposed Master Plan is in compliance with the terms of the Development Agreement and the provisions of this PUD, or in accordance with the provisions of The Smart Code Manual, version 8.0 or higher, as published by New Urban Publications, Inc. City Council may also, in its sole discretion, approve any Master Plan not compliant with this PUD or the Smart Code. City Council, upon majority vote, may request such additional reasonable information as it may deem reasonably necessary to evaluate the consistency of the Master Plan with the Development Agreement, Zoning Regulations, Design Guidelines and Concept Master Plan prior to approval, and may also request the Planning Commission to review and make recommendations to the Council. Review of the application must be completed by City Council within 45 days of the submission and acceptance of a complete application. Any Master Plan which requests a deviation from the approved PUD provisions or the provisions of the Smart Code Manual shall be submitted to the Planning Commission for review and recommendation, and in such event an additional 30 days shall be added to the time allowed for approval. Any Master Plan reviewed and approved shall not be recordable with the Clerk of Court or Register of Deeds for the purpose of sale of any individual lots of land, and no land use or land disturbance activity, other than that in existence as of the time of the Master Plan approval, shall be permitted except as provided in Section I (J) above unless the applicant has secured Subdivision Plan approval per Section 7.43 - Subdivision Review. Any disapproval shall state the specific finding of inconsistency, and such finding is reviewable by Circuit Court as a non jury matter, who shall determine if the finding is supported by the facts.

- B. Final Reviews. Plats, surveys and other information suitable for submission in digitized format for approved Master Plans shall be submitted to the City in accordance with adopted City procedures.
- C. Approved Master Plans may be revised, subject to the approval of the Beaufort City Manager or his/her designee, for the following changes:
  - 1. Minor changes in the location of roads or widths of streets or rights-of-way within the Master Plan;
  - 2. Minor changes in the allocation of housing density within the Master Plan so long as the overall approved density of the Master Plan is not increased; and
  - 3. Changes in the proposed build-out and phasing schedule.
- D. All phases of the PUD will be required to adhere to the Clarendon Concept PUD and Development Agreement.
- E. Changes to the Master Plan listed below shall require that a revised Master Plan be submitted to the City Council for ordinance amendment.
  - 1. Re-designation of land uses within a development area or phase;
  - 2. Building heights, setbacks and buffers;
  - 3. Major changes in the location of roads or widths of streets or rights-of-way within the Master Plan;
  - 4. Major changes in the allocation of housing density within the Master Plan and any proposed increase in density of the Master Plan; and/or
  - 5. Lot sizes and dimensions.

**7.43 Final Subdivision Review**

- A. After the Master Plan is approved the next step in the review shall be the Preliminary



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and Final Review of the Plan or Plat for Development, including subdivision plats. These plans or plats must be in conformance with the Development Agreement, the approved Master Plan and the procedural requirements of the Unified Development Ordinance of the City of Beaufort as modified by this document.

**1. Preliminary Plat or Plan Review/Subdivision in Phases**

The preliminary plat or plan shall include only that portion of the approved Master Plan plat which the subdivider / developer proposes to record and develop at the time of submission. Whenever part of a tract is proposed for platting and its is intended to subdivide additional parts in the future or abutting land is in the same ownership, the Master Plan or Concept Master Plan shall be the plan referenced for future consideration. Approval of a final plat shall be subject to the installation of the improvements designated in Section 8.3 of the UDO as modified by these documents, or certified evident from the City that said improvements shall be installed in accordance with these regulations and Section 8.4 of the UDO.

**a. Preliminary plat requirements.**

In order for the Technical Review Committee (TRC) to properly review the preliminary plat, the following information shall be submitted unless the TRC determines and notifies the subdivider that certain information is not necessary.

- (1) Name and address of owner of record.
- (2) Proposed name of subdivision, date, north arrow and graphic scale.
- (3) Name and seal of registered surveyor.
- (4) Vicinity map showing location of proposed subdivision.
- (5) Tract boundaries and total acreage.
- (6) Significant topographical features such as water courses, swamps, pipes, etc.
- (7) Existing buildings, streets, railroads, transmission lines, drainage pipes and ditches, sewer and water lines, city limit lines, and any public utility lines on and adjacent to the tract to be subdivided.
- (8) Tentative street and lot arrangement, average size lot and number of lots.
- (9) Proposed street rights-of-way widths, proposed street names, pavement widths and utility easements.
- (10) Proposed parks and playgrounds or other open spaces proposed by the subdivider and any such known projects by other agencies.
- (11) Preliminary plan for water system, sewer system, surface and stormwater drainage system.
- (12) Existing and proposed covenants.
- (13) Proposed time schedule of development if to be done in stages or phases.
- (14) Designated zoning (transect) classification of the property.

**b. Procedure**

- (1) The subdivider shall submit to the City Manager or his/her designee the required number of copies of the preliminary plat.
- (2) The plat /plan shall then be submitted to and checked by the City Manager or his/her designee for conformance with the approved Master Plan and with the requirements of these regulations. The City Manager or his/her designee



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shall review the plat/plan within 20 days after submission. The City Manager or his/her designee shall either approve and certify the plat to the TRC or notify the applicant in writing of any noncompliance with these regulations.

- (3) The TRC shall approve, approve with conditions, or disapprove the preliminary plat within 60 days after submission. Unless this time limit is extended by mutual agreement, failing to act within the time limit constitutes approval of the plat/plan. If the proposed plat/plan is found by the TRC to be in conformance with all applicable provisions of the Master Plan and PUD regulations applicable, the TRC shall approve the plat/plan and shall advise the applicant in writing: 1) the conditions of the approval, if any; 2) certification on the plat/plan by the City; and 3) the date on which the TRC granted approval. A determination by the TRC that all applicable provisions have not been satisfied shall result in a disapproval of the plat/plan and notice of such disapproval and the reasons for the disapproval shall be given to the applicant in writing, unless remedied in accordance with subsection 7.43.A (4) below.
- (4) Following notification by the TRC that a preliminary plat/plan is noncompliant with these regulations or a deviation is found from the approved Master Plan, the applicant shall have 60 days in which to correct the plat/plan and resubmit to the TRC. This period may be extended by the City Manager or his/her designee upon mutual agreement to provide the requested materials or corrections at some date certain in the future. Upon re-submission, the TRC shall either approve, approve with conditions, or disapprove in accordance with subsection 7.43.A (3) above.
- (5) Approval of a preliminary plat/plan shall not constitute approval of the final plan/plat. Application for approval of the final plat/plan (for recording, when applicable) will be considered only after requirements for final plat/plan approval as specified in these regulations herein have been fulfilled and after all other specified conditions have been met.
- (6) Upon approval of the preliminary plat/plan by the TRC, the applicant may proceed to comply with the other requirements of these regulations and the preparation of the final plat/plan.

**2. Final Subdivision Plat Requirements**

- a. Plans shall be sealed by a Registered Land Surveyor, Landscape Architect or Civil Engineer and contain the following information:
  - (1) The name and address of owner(s) of record;
  - (2) Name of county, location, tax map(s) and parcel number(s);
  - (3) Bearings and distances of all lot lines and street lines;
  - (4) Street and alleys, rights-of-way, proposed street name and lot numbers;
  - (5) Square foot area of each lot;



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- (6) Location of all monuments and markers and type indicated;
- (7) Location, size and type of all existing and proposed easements;
- (8) Existing railroads, watercourses, streets, highways, city limit lines, transmission lines, existing and/or proposed water and sewer lines, easements, drainage pipes, ditches, and wetlands and wetland buffers within or immediately adjacent to land in the land being developed, whether or not jurisdiction is asserted by OCRM or the Army Corp of Engineers;
- (9) Such other information as may be required by statute as a prerequisite to recording.

**b. Additional Information**

- (1) Design, specifications and profiles of all proposed streets, drainage systems, lighting, parking and parking lots;
- (2) Layout and design, specifications and profiles for all proposed water lines and sewer lines or well and septic tank locations, as applicable;
- (3) Letters of Intent to serve underground electrical, telephone or gas from respective utility companies;
- (4) Proposed fire hydrant locations or locations and quantity of other proposed water supply systems for fire protection as required;
- (5) Other affected agency final approval(s), certification or permits for elements relative to the development such as:
- (6) DHEC construction permits for community water and sewer systems;
- (7) DHEC approval of the use of individual wells or community water system in conjunction with septic tanks in the event community sewer is physically unavailable;
- (8) OCRM and/or Army Corps of Engineer signed certification of surveyed Wetland Boundary Lines and any required buffers/easements;
- (9) OCRM and/or Corps of Engineer permits for proposed docks, marinas, bulkheads, fill and the like (where applicable);
- (10) City Manager or his/her designee approval of stormwater drainage systems and road plans;
- (11) Local Fire Official having jurisdiction shall certify that development is in compliance with all applicable fire and life safety standards; and
- (12) All other applicable regulatory agency approvals;
- (13) Two (2) copies of signed final covenants and restrictions for the development (where applicable);
- (14) Signed statement of any offers of proposed public dedication of streets, drainage system, school sites, open space areas, easements or river, wetland, grave or historic site access, or, if these are not to be dedicated and are to remain private, a complete and detailed report of the procedures, fees and methods that address maintenance and improvements to these elements;
- (15) Two (2) copies of final Homeowners or Property Owners' Association documents addressing ownership and



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- (16) maintenance of all improvements, if applicable;
- (16) City of Beaufort and/or Beaufort County Overlay district boundary lines (where applicable) denoted directly on the Plan;
- (17) Tree survey and mitigation proposal consistent with the provisions of the UDO as modified by the Development Agreement and this PUD;
- (18) Copies of recorded deeds, plats or easements clearly documenting legal access to the development and any applicable encroachment permits.

**7.44 Final Review Approval**

**A. Final Review**

1. A Plan shall be submitted to the City Manager or his/her designee and the TRC and such other professional advisors as the City may designate. A Final Review Plan must be approved if:
  - a. It incorporates all information required by Section 7.43;
  - b. It complies with the approved Concept and Master Plan, the Zoning Regulations, and is substantially conforming to the Design Guidelines;
  - c. It complies with the provisions of the Unified Development Ordinance appertaining to the PUD and/or the Development Agreement, if applicable; and
  - d. All infrastructure systems have been reviewed and approved by all applicable reviewing authorities.
2. Except as otherwise modified herein, the procedural provisions of the Unified Development Ordinance in effect at the time of the application shall be applicable.
3. Approval and certification by the TRC shall not be deemed to constitute or effect an acceptance by the City or the County or the public of the dedication of any street or other ground shown upon the plat. Upon receipt of the plat, the City Council shall determine the acceptance or non-acceptance of all dedicated streets, easements, rights-of-way, public parks and other public lands as shown on the plat. If accepted by the City, action to that effect shall be noted on the final plat; if not accepted, the reasons for non-acceptance shall be so stated.
4. The approved final plat must be recorded with the Register of Deeds within six months after approval by the TRC. Should the six month time limit expire before the plat is recorded, it must be resubmitted to the City Manager or his/her designee for reprocessing. It shall be unlawful to sell or transfer property (lots) within the approved subdivision until after the plat has been recorded with the Register of Deeds.

**7.45 Expiration of Approval**

- A. A subdivision approval shall expire unless a Certificate of Compliance is obtained within two years of the approval (as may be extended by the provisions of the S.C. Vested Rights Act), or unless recorded at the Beaufort County Register of Deeds.



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**SECTION III. SPECIFIC LAND USE DEFINITIONS**

**A. Introduction**

Clarendon Farms, LLC. is seeking annexation of the Property generally known as Clarendon Farms into the City of Beaufort and requesting a mixed use zoning through the presentation of this Planned Unit Development Conceptual Master Plan and accompanying Development Agreement. The City of Beaufort has always considered that the area between its northern boundary and the Whale Branch River toward the north and the Broad River toward the west part of its growth area. The decision to move forward by the Applicant with this planning effort at this time is the result of long term discussions, both with the City and the internal discussions of the Clarendon Farms owners. This PUD submission is respectfully offered for consideration to the City of Beaufort in conjunction with the Petition for Annexation and a Development Agreement to provide the owners and the City certainty as to the future plans for the farm.

The Conceptual Master Plan / PUD for Clarendon Farms, LLC., as set forth herein, is a development concept built to allow the flexibility needed for the Applicant to fully utilize the site potential for residential growth with corresponding balance of work place and commercial development. The Applicant has a deep appreciation of the beauty of the property and wishes to assure that the site growth is done responsibly with an understanding of the environmental concerns for adjacent marine and estuary systems. The Applicant fully intends on providing for adequate environmental safeguards and to abide by the current requirements mandated by the state and federal agencies.

To further the enjoyment of the site for its future residents, the Conceptual Master Plan includes provisions for a possible pedestrian / leisure trail network as an important alternative transportation network connecting residential neighborhoods with parks, office space and commercial areas. It is anticipated that wetland areas, where permitted by the appropriate permitting authority, could be utilized in conjunction with interpretative trails. These, along with other trails, could be important linkages between communities and commercial areas where appropriate and permitted. Linking these trails with a system of water courses and lagoons / ponds which would provide the community a system of open spaces and parks with the opportunity for recreational fishing and bird habitat. One of the important vista links that is a traditional part of the older communities of the Low country area are streets linking directly to water or marsh edge. A lineal riverside park along the water's edge could provide access to the water's edge providing pedestrian walkways along the marsh with opportunities to enjoy sun rises or the setting sun highlighting the marsh vista. Strategic locations will provide opportunities for seating areas, swings, rocking chairs, etc., affording the community a location to contemplate the natural beauty of this area of the Low country.

Riverside park areas can be linked to the internal community through a system of rings of "emerald necklaces" that tie the community to the River. These "necklaces" consist of a system of ponds and canals that can provide both recreational opportunities for fishing and bird watching while providing an internal drainage system for the community.

The development of the Conceptual Master Plan / PUD as provided in this document is



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designed to provide flexibility for growth and development over many years and market cycles.

Approximately 888.26 acres of the Property are impacted by the AICUZ Noise Zone designated by the Department of the Navy for the Marine Corp Air Station Beaufort (MCAS), with an additional +/- 1500 foot buffer zone of approximately 284.65 acres that has been identified by MCAS that may be impacted by future deployments of noisier jet planes and changes in runway configurations. The Navy has or is developing new regulations which impact on the flexibility of the potential use of these areas. These new regulations regulate uses and placement of uses beyond those anticipated in the recently modified Air Installation Compatibility Use Zone, Section 6.7 of the City of Beaufort Unified Development Ordinance. Provisions for the future adoption of these modifications are included in the Development Agreement, and the offered Memorandum of Agreement between the Applicant and the Navy. These generally provide for the removal of most residential development rights in the AICUZ footprint and APZ zone, with a reduction of residential density in the +/- 1500 foot buffer. Non-residential uses are likewise restricted beyond the restrictions of Section 6.7 of the UDO. Standards for development in both these areas are contained in this PUD.

Outside these AICUZ Zone Areas the communities on the mainland portion of the property are intended to develop into compact, walkable communities with a mix of uses, meant to be comfortable, safe and ecologically sustainable. The plan is to allow a mix of uses within the neighborhood so residents of the community do not have to drive everywhere. The intent is to have a use area that contains a mix of residential, from single and duplex family units, live-work units, townhouses, zero lot line, row houses and multi-family units. These communities will include retail, office and civic uses, with the potential for churches, school, fire stations, EMS unit, government offices, libraries, small hospital facilities, clinics, US Post Office, small markets, auto repair, other uses as necessary to sustain the community. This type of community is somewhat equivalent to the T-4 Transect Zone as described in the Smart Code Manual V.8.0, published by New Urban Publications, Inc. These communities will be developed adjacent to the water front and old home place or "Big House" areas of the mainland.

One of higher intensity of use areas will be at the "boatyard" development around the existing public-county boat ramp. The community riverfront "boatyard" will provide the public/private access to the river. A working waterfront will provide river access to the island communities of Clarendon Farms. The proposed ferry service and its associated uses would be housed here, along with parking and associated boat trailer parking for the river access. A community boat dry stack storage is an allowable use. Water associated amenities and other commercial activities (restaurants, cafes, etc.) may also be accommodated at this location. Access to the boatyard development will be via the existing road and waterborne access will be accommodated.

Other opportunities along the mainland for waterfront access exist, as illustrated by the potential village location along the southern waterfront. This "village" residential area could be developed with a water oriented park area to provide an opportunity for strolls along the water's edge. A marina / dockage is allowed where the water depth and widths provide the opportunity. Any such facility shall have to meet the requirements of the OCRM reviews.



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These waterfront villages will have the character of small waterfront villages of the past. An example of these villages would be the Village at Palmetto Bluff in Bluffton, SC. This village community would take on a character of its own, while the residential character may vary. An underlying theme is initially envisioned to be that of Lowcountry architecture, even though the interpretation of that style may be more contemporary.

On the islands, a community may develop at the boat landing or ferryboat landing, with a mix of uses directly associated with the Landing location. Retail uses may be developed to provide provisions for those who may call the islands home or may be visiting. The area closest to the Landing is proposed for higher residential densities, and areas beyond will become less dense to a more rural feel, with large open conservation areas that may be wooded or have ponds for water fowl, fishing and other recreational activities for the inhabitants. Rural roads, some unpaved, will link the communities. The three large islands may develop in this manner, with the smaller islands being developed as family compounds and larger estate lots.

Away from these denser "village core" areas, residential density will decrease. On the mainland the T-3 Zone, substantially similar in reference to that of the Smart Code Sub-Urban Transect Zone, is consistent with a lower density suburban residential area. Residential setbacks will be greater than the T-4 Zones. The blocks may be larger with more rural character roads to accommodate natural conditions. Single family homes will have larger front and side yard setbacks. Alleys may be used, but not required as is the case with the T-4 Zone. Office and retail uses in this area, although permitted, have restrictions. Small inns are permitted. These areas will have linkage via bike trails, lanes and sidewalks to other residential, commercial and mixed use areas.

The next level of development is the Rural Zone, which is somewhat equivalent to Transect Zone T-2 in accordance with the Smart Code type system. Density is designed to accommodate single family houses or estate houses with larger lots and greater setbacks. Densities will be in the one to one and one-half units to the acre range. Some open-market building type retail is permitted. It is this residential use which dominates the land use for the outer islands, outside the Villages and conservation areas.

The last major zone is the zone subject to current AICUZ requirements and the adjacent proposed additional buffer zone, which is labeled as the T2-M Zone on the PUD Conceptual Master Plan. The proposed restrictions for this buffer zone restricts density to 1.0 units per acre and requires noise attenuation measures. The AICUZ Noise Zone and the APZ-II Zone allow certain uses in accordance with the approved uses under the UDO, and there are additional restrictions proposed by the Department of the Navy that may be applicable in accordance with the provisions of the Development Agreement. These new restrictions are set forth in the AICUZ Noise District section of this PUD document.

Other prominent uses that are provided for in the Concept Plan are parks and amenities. The complex located in and around the family residence, the "Big House" is a potential major amenity on the mainland. The "Big House" original residence, currently in use by the Owners/Applicant, would remain as the central fixture of the community and recreation complex. The building and grounds could be the main "River Club" for this portion of the development, acting as the center of social activities. The Big House could act as a social



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club, while possibly functioning as a “bed and breakfast” for residents and their guests. It could also provide a center for the equestrian facilities. Portions of the grounds might function as a central amenity complex that could include swimming pool(s), tennis complexes, ballfields, open play areas, family reunion and a wedding complex.

The three large islands have large areas of conservation land for animal habitat and nature areas. These islands are modeled after the Spring Island Development Plan, with the major central portions of the islands having no residential development. These areas may vary in size and use types. The Conceptual Master Plan illustrates a potential use such as lagoons or ponds used for passive water recreation. There may also be grain storage, stables and kennels. These areas may also house maintenance areas and electrical substations / wireless transmission lines and other utility facilities. Areas may be set aside for storage of boats, canoes and kayaks. Interpretive centers with guided tours of the areas may be provided, including eco-tourism lodging as described under the Beaufort County resource conservation district. This space may accommodate a library, meeting room and quarters for staff. Some areas may be set aside for wilderness cottages which may include overnight accommodations.

### B. Development Plan

The Land Use Districts expressed in this Clarendon Farms Conceptual Master Plan are illustrated within Exhibit H of this document. These uses are illustrated as Districts and each District provides detailed land use categories that are permitted or not permitted within the Districts throughout the property. All land uses are conceptual and may change when development plans are brought forward to the City for development. Acreages assigned to each of the transects as shown on the Conceptual Master Plan shall not be increased by more than 10% without City Council approval, which may be at the Master Plan Phase; however, transfers of acreage from a lower density to a higher density are not subject to this restriction, provided the overall density maximums are not exceeded.

The intent in this planning concept is to develop a traditional style of neighborhood. It is important to note, however, that these models include many styles whether Neo-Traditional development, New Urbanism, Urban Villages, Hamlets, compact communities, transit-oriented development, pedestrian pockets, and the like. This plan defines a style fashioned after the Smart Code published by New Urban Publications, Inc. This document proposes a compilation of a transect style of depiction of a geographical cross section of a region used to reveal a sequence of environments. This was first espoused by Von Humboldt in 1790 to depict characteristics of natural ecological systems. The authors of the “Smart Code” have taken this word “transect” and redefined it for their planning purposes to portray a range of environments (built and natural) as the basis for organization of the components of urbanization across a series of transect which they have defined as building, lot, land use, street and all the other physical elements of human habitat. These transects are further designed as immersive environments with explicit rules on the interplay of components that contribute to a particular type of environment. Each transect has its own balance and quality. For example, a ranch style home would undermine the immersive quality of a neighborhood center, where as an apartment building would not. Roads with open roadside swales are appropriate in a rural transect while roads or streets with raised curbs are more appropriate in urban areas.



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The transect style must be allowed to evolve over time. It is therefore the purpose of this Concept Master Plan to put in place a rationale for the ultimate Master Plan to evolve with a base line of principals that will allow for a viable and economically successful community.

The Conceptual Master Plan proposes a series of compact more urban Traditional Neighborhoods which allow for an integrate a mix of uses. This means that within certain areas non-residential land use, such as commercial, civic and open space are mixed with residential land use. This mix promotes and encourages people to walk to these uses, while the mix of uses also broadens the tax base. Promote some economies of management of community services, (sewer, water, police protection, trash collection), provides the density to encourage different modes of transportation, such as walking, bicycling and mass transit.

The mix of uses also provides for development of community center or focus. For example, the community center may be a public facility such as a park, recreational facility, school or library, or it may be a retail area. Mixed use also means promoting a mix of housing types and sizes to accommodate households of all ages, sizes, and incomes. This means varying lot sizes and densities, and allowing other types of housing such as attached single-family residences, townhomes, duplexes, fourplexes, and specialty housing for seniors. Mixed use may also mean that housing is provided in the same building above commercial uses such as shops or offices.

Traditional neighborhood developments provide for access generally by way of an interconnected network of circulation systems that facilitate walking, bicycling, and driving. Streets are designed to promote the safe and efficient use of different transportation modes. The interconnected street pattern is meant to limit the use of isolated cul-de-sacs that force the major circulation pattern of a community onto a few major roads. Short blocks in traditional grids create multiple routes and more direct ones for pedestrians, bicyclists and motorists. Independent networks of sidewalks and bikeways complement the street network.

Traditional neighborhoods are also meant to be "pedestrian friendly". Given the compact design of neighborhood, streets will be narrower than what is required in conventional subdivision ordinances. Narrow streets and other "traffic calming" techniques help slow traffic down to promote pedestrian safety. Front porches and other amenities like, street trees, can also encourage walking. The mixed uses of traditional neighborhood developments will also promote walking if shops, offices, and public services and facilities are within walking distance.

Significant cultural and environmental features of a site (amenities as well as constraints such as steep slopes, wetlands, critical wildlife areas, and highly erodible soils) should influence the way the site is developed. Developments with a clear "sense of place" require careful design and siting of buildings, streets and other infrastructure. This includes the provision of adequate open space, neighborhood parks and playgrounds. Environmentally responsive stormwater management systems, the use of indigenous vegetation and the energy conservation measures in the design and orientation of structures also help create "sustainable developments". The historic and architectural character of the community are other important design influences.



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This development plan for Clarendon Farms provides a frame work for these development principles, the Applicant is not, however, totally obligated to provide these uses in the form of a Master Plan or Development Plan submission as stated herein, but has the right to come back to the City Council with modifications for approval as warranted. In the event of a conflict with this Conceptual Master Plan/PUD with the Development Agreement, the Development Agreement will govern.

The guiding principles for the Conceptual Master Plan and the various land use districts area s follows:

1. The Districts remain true to the LowCountry and City of Beauforts' Comprehensive Plan;
2. The scale of the communities remain human;
3. Provides for a mix of uses, including residential, commercial, civic, and open space uses is within close proximity;
4. Provides a mix of housing
5. Incorporates a system of interconnected streets with sidewalks (where appropriate) bikeways, and transit routes for motorists, pedestrians and bicyclists;
6. Incorporate significant cultural and environmental features into design.

### C. Definitions

The following definitions shall be observed and applied, except when the context clearly indicates otherwise. Words used in the present tense shall include the future tense. Words used in the singular form shall include the plural form. Words used in the plural form shall include the singular.

1. **Accessory Building** - a detached subordinate structure, the use of which is incidental to that of the principal structure and located on the same lot.
2. **ADT** - average daily traffic volumes of vehicles on a street.
3. **Alley** - a public or private way permanently reserved as a secondary means of access to abutting property.
4. **Arterial** - a major street for carrying a large volume of through traffic in the area, normally controlled by traffic signs and signals.
5. **Block** - a unit of land bounded by streets or by a combination of streets and public land, railroad rights-of-way, waterways or any other barrier to the continuity of development.
6. **Building, Accessory** - A building or portion of a building used for a purpose customarily incident to the permitted principal use of the lot or to a principal building and located on the same lot as the principal use.
7. **Building, Principal** - The building on a lot in which is conducted the principal use as permitted on such lot by the regulations of the district in which it is located.



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8. **Building Height** - the limit to the vertical extent of a building. The building height may be prescribed as a maximum number of stories or as a dimension from sidewalk grade to the eave. The eight limit shall not apply to attics, raised basements, chimneys, machine rooms, or similar structures.
9. **Building Scale** - the relationship between the mass of a building and its surroundings, including the width of street, open space, and mass of surrounding buildings. Mass is determined by the three-dimensional bulk of a structure; height, width, and depth.
10. **Building Setback, Front** - the distance from the street right-of-way line to the closest point of the foundation of a building or projection thereof.
11. **Collector** - a street designed to carry moderate volumes of traffic from local streets to arterial streets or from arterial to arterial.
12. **Common Open Space** - squares, greens, neighborhood parks, (city/village) parks, and linear environmental corridors owned and maintained by the (city/village).
13. **Curb Radius** - the curved edge of streets at an intersection measured at the outer edge of the street curb or of the parking lane.
14. **Eco-cottages** - buildings which include the characteristics of both the traditional cottage and environmentally friendly siting. Cottages were historically for summer or seasonal occupancy only and often did not have the traditional attendant amenities of a year round dwelling. Eco-cottages are intended to be used as part time residence and to be incorporated into the surrounding property through small building envelopes and an effort to avoid impacting the natural features of the property.
15. **Lot** - a parcel of land occupied or intended for occupancy by a use permitted in this ordinance, including one main building, together with any accessory buildings, open spaces, and parking spaces required by this ordinance and having its principal frontage upon a street or upon an officially approved place.
16. **Lot Line** - the property lines bounding the lot.
17. **Lot Width** - the horizontal distance between side lot lines measured at the front setback.
18. **Net acre** - an acre of land excluding street rights-of-way and other publicly dedicated improvements such as parks, open space, and stormwater detention and retention facilities.
19. **Principal Building** - a building in which the primary use of the lot on which the building is located is conducted.



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20. **Queuing** - the use of one travel lane on local streets with parking (usually an intermittent parking pattern) on both sides.
21. **Secondary Dwelling Unit** - an additional dwelling unit located within the principal dwelling on the lot, in a freestanding building or above a residential garage.
22. **Story** - a space in a building between the surface of any floor and the surface of the next floor above, or if there is no such floor above, then the space between such floor and the ceiling or roof above.
23. **Street** - a strip of land, including the entire right-of-way, publicly or privately owned, serving as a means of vehicular travel, and furnishing access to abutting properties, which may also be used to provide space for sewers, public utilities, shade trees and sidewalks.
24. **Street, Collector** - The highest order of residential street (see Street Hierarchy). Conducts and distributes traffic between lower-order streets and higher-order streets (arterials and expressways). Since its function is to provide free traffic flow, access to homes and parking should be limited. Collectors should be designed to prevent use as shortcuts by non-neighborhood traffic. Total traffic volume should not exceed 3,000 ADT.
25. **Street, Hierarchy** - The conceptual arrangement of streets based upon function. A hierarchical approach to street design classifies streets according to function, from high-traffic arterial roads down to streets whose function is residential access. Systematizing street design into a road hierarchy promotes safety, efficient land use and residential quality.
26. **Street, Major Arterial** - A street with access control, channelized intersections, restricted parking and that collects and distributes traffic to and from minor arterials.
27. **Traditional and Village Neighborhood** - A compact, mixed use neighborhood where residential, commercial and civic buildings are within close proximity to each other.
28. **Tree houses** - Dwellings designed in collaboration with landscape architects and arborists which are literally located within the tree canopy, utilizing specific construction techniques to avoid adverse impacts to the trees which might endanger their growth.

**D. Land Use Districts**

The Conceptual Master Plan provides for the following Land Use Districts. These Districts and Land Use Categories are discussed in greater detail later in this document:

1. The Recreation and Conservation District
2. The T-2 Residential District
3. The T-3 Mixed Use District



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4. The T-4 Traditional Village District
5. The Village / Marina District (T-4M)
6. The Boatyard Mixed Use District (T-4B)
7. The AICUZ Use District

The Conceptual Master Plan has an overall PUD density not to exceed 4,500 dwelling units for all Residential types, i.e., multi-family in all its forms, attached and detached single family residential. This is the Base Residential Density. It is further contemplated that these densities may be moved from District to District, over time as the Property develops. These density transfers, however, can not exceed the overall density stated here for the entire Conceptual Master Plan / PUD. The Conceptual Master Plan / PUD provides the approximate location and land use proposed for an area, and each area is detailed in the descriptions which follow, but are subject to modifications as part of subsequent submissions.

The Conceptual Master Plan for Clarendon Farms PUD consists of 3,851 acres to be developed as a residential land use or non-residential, farm and hunting uses and 300 acres with mixed use and commercial uses, including up to 1,060,000 square feet of commercial building space (Base Commercial Density). These acreages in both the residential and non-residential areas include wetland areas. These conceptual areas of residential and commercial uses may be modified as to general location at the time of Master Plan Approval. The Applicant or Developer reserves the right to convert up to fifty (50) percent of the non-residential acreage to residential acreage at a unit density of 3.0 units per acre (converted residential units), provided there is a demonstration that the conversion will not substantially increase the traffic trip generation for those converted areas, or if there is an increase, that adequate capacity on the traffic system serving the Property exists or is reasonably expected to be created through mitigation measures or scheduled improvements. Conversely, the Applicant or Developer shall have the right to convert up to 600 residential units to non-residential acreage at a rate of one (1) non-residential acre for six (6) residential units or 1000 acres. In these conversions, each non-residential acre to residential shall result in a decrease of 5,000 square feet of non-residential density per acre, or an increase of 5,000 square feet in the case of residential to non-residential. Subject to the traffic trip generation provisions above, the overall total residential density with conversions is the 4,500 Base Residential Density plus up to 450 additional converted residential units, which are subject to the overall density limitations contained in Section VII of the Development Agreement. The non-residential commercial square footage maximum is the 1,060,000 Base Commercial Density plus up to 500,000 square feet of converted residential units.

Non-residential development within the residential areas that may include clubhouses, activity areas, river club, community marina facilities and the like, that relate to private community activities not generally open to the general public, are not counted against commercial square footage. This would include institutional uses such as civic, school, fire and police services and land dedication provided for these services in the Development Agreement. Commercial, waterfront facilities, clubs, offices not related to community sales or services, retail and service business that are generally accessible to the general public shall be counted against the total allowed commercial square footage.



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Overall residential density shall include both attached and detached Single Family Residential. Detached guesthouses, "mother-in-law" apartments, and garage apartments (for rent or not) on the same lot with a single family unit will be allowed as one structure per lot and the second structure will not be counted against the density cap, but shall be counted as 0.5 units for purposes of Development Fees. Fractional Ownership / Time Shares and Condo / Hotels count as 0.5 residential units for purposes of density. Condo / Hotels are defined as primarily transient, short term lodging facilities which have units owned by individuals / entities and may be under some type of common management / leasing program.

Multi-Family Residential shall have a density of 0.75 units per multi-family unit. Multi-Family in this case shall include apartments, condominiums, cottages, (under Single Family for further clarification) and other Multi-Family dwellings as defined under the Residential Use Categories, Item D of the City of Beaufort UDO Section 5.2 Use Categories.

At the time of Final Subdivision Review, the Commercial Uses as described in the various Districts other than within the Commercial District shall not be prohibited, except each use must be in compliance with stormwater, parking, buffering, landscaping and other site design requirements, and substantially in conformance with the Design Guidelines of the PUD. All commercial development shall be subject to the provisions of the City of Beaufort UDO unless specifically exempted or modified by this document.

With future Development Plan submissions the individual Districts as defined herein land use area shall not exceed the following densities in any one district area:

Land Use	Maximum Density*
Multi-Family	16 Units/Acre
Single Family Attached	8 Units/Acre
Single Family Detached	4 Units/Acre

\*The overall density for the PUD will not change - these represent density maximums within a sub-district.

In accordance with Section 7.41-13 set forth above, *Master Plan Phase Standards*, the Applicant may provide distinctive architectural and landscape architecture design through the development of Community Covenants that provide for scale, form, color, and architectural requirements for specific areas, while providing overall restrictions on aspects that may be of detriment to the community as a whole. The Applicant intends to integrate both a vehicular circulation system with pedestrian, leisure trails, bicycle trails and street side sidewalks for connecting residential neighborhoods to commercial, institutional, park and mixed use areas. Where appropriate and possible these systems may be separated, but a trail / walkway system may include routing along roadways.

It is the Applicant's desire to develop the land with the natural characteristics and cultural history as an important foundation. It is anticipated that impacts on the existing wetland areas impacts will be avoided wherever possible. These wetland areas shall, where possible and permissible, continue to be used for drainage filtration systems, natural buffers



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between land uses, recreational uses (interpretive trails, bird watching areas, leisure trails, etc) and as habitat for important flora and fauna species.

The Property may be subjected to a future "Traffic Impact Analysis Ordinance" when final subdivision plans are submitted for review, if this ordinance has been adopted on a city wide basis, with any required mitigation to be those traffic improvements which are required on-site, or immediately adjacent to the site involving the interface with public, state, county or city roads. These immediately adjacent mitigation efforts may involve such improvements as acceleration and deceleration lanes and pro-rata contributions toward traffic signals or other adjacent intersection improvements. The Owner shall not be required to make general improvements to off-site public roads and highways, other than those mentioned previously for near site mitigation, provided that the property may be subjected to contributions which are made pursuant to a Traffic Impact Fee ordinance, that is adopted and applied on a city wide basis or required by the SCDOT as part of its encroachment permit process. The Development Agreement contains provisions regarding Enhanced Traffic Impact Fees that may be used for regional traffic system improvements, and for construction of those improvements.

The roadway system depicted on the Conceptual Master Plan shows the existing major road systems which will be supplemented with other secondary roads. These collector streets or boulevards, which are conceptually illustrated on the Conceptual Master Plan, would be designed with the intent to carry heavier traffic capacities and accommodating leisure / bicycle trails by providing larger rights-of-way. These boulevards will be designed, to provide the future capacity necessary to sustain the traffic generated within the PUD community. Consideration has been given to disperse and calm traffic patterns in the conceptual road way system. Streets, sidewalks, pathways and bikeways are to be designed to the standards and guidelines contained in this PUD Ordinance, and the Development Agreement. These streets and amenities will be owned and maintained by a Property Owners Association (POA); the POA may, at some future date, offer the common areas, pedestrian ways, utilities and streets for public dedication, but the City is under no obligation to accept the offer of dedication.

**E. Establishment of Land Use Intensity Districts**

1. Purpose and Establishment. The land use intensity districts established in this Section are intended to promote the orderly future development of the Clarendon Farms development in accordance with the provisions of the Development Agreement; discourage the size and type of development that would create excessive requirements and costs for public services; discourage uses which because of their size or type would generate an abnormal amount of traffic on minor streets; establish relationships between and among land uses that will ensure compatibility and maintain quality of life; and protect and promote suitable environments for residences, institutions, commercial and other employment centers and other uses. The terms and conditions of this Development Plan shall be as defined in the Conceptual Master Plan / PUD and / or the Development Agreement with the City of Beaufort. These documents in total will apply to the interpretation of this Land Use Plan. The Conceptual Master Plan / PUD provides the approximate location and land use proposed for the area, each area is detailed



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in the descriptions which follow, but are subject to modifications as part of the subsequent submission. The following use districts are hereby established;

- a. Agricultural District (AG)
- b. Recreational Conservation District (T-1)
- c. Islands and Mainland Low Density District (T-2I and T-2M)
- d. Mixed Use District (T-3)
- e. Village Marina District (T-4M)
- f. Traditional Village District (T-4)
- g. AICUZ District
- h. Boatyard Mixed Use District (T-4B)

2. Land Use Intensity Districts

a. Agricultural District (AG).

- (1) Purpose and Intent. Located within Clarendon Farms are several areas that are presently used for the cultivation of agricultural crops and forests, and also for hunting purposes. Land in the agricultural district constitutes a valuable natural resource, and protection is in the public's interest. Until such time as a Master Plan is submitted to and approved by City Council for a particular area, agriculture, forestry and hunting shall be allowed as the default use of the property.
- (2) Permitted and conditional uses. Permitted and conditional uses shall be as provided in Table 1, "Permitted and Conditional Uses by Land Use Intensity District" and as follows:
  - (a) Public and/or private golf courses
  - (b) Golf learning and practice facilities
  - (c) Golf cart storage barn and maintenance facilities
  - (d) Swimming pools, pool bath houses and gazebos
  - (e) Tennis courts
  - (f) Lawn games such as bocci, croquet, volleyball, etc.
  - (g) Multi-use fields
  - (h) Playgrounds
  - (i) Neighborhood parks
  - (j) Community parks
  - (k) Leisure trails and bike trails
  - (l) Other recreation uses, including but not limited to:
    - i) equestrian facilities
    - ii) barns, paddocks, stables, riding rinks, equestrian learning / teaching facilities
    - iii) bridle trails
    - iv) hunting areas, skeet / trap shooting ranges, support facilities
    - v) kennels, breeding areas (wild and domestic), support facilities (No new kennels shall be allowed closer than 100 feet to the OCRM Critical Line)



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- vi) eco-cottages
  - vii) tree houses
  - (m) Recreational buildings, including but not limited to uses such as indoor recreation, meeting, assembly, banquet, fitness and hobby space
  - (n) Accessory buildings
  - (o) Community offices / administration buildings
  - (p) Maintenance and storage facilities
  - (q) Community service facilities which shall not be considered commercial uses and shall not be counted against the overall allowed acreage for commercial uses within the Conceptual Master Plan / PUD including:
    - i) public and/or private clubhouses
    - ii) pro shops, snack bars, grills, restaurants and lounges associated with clubhouses
    - iii) ancillary uses associated with community recreation facilities such as craft centers, fitness centers, etc
    - iv) water oriented facilities
  - (r) Agricultural and Silviculture Uses (See Development Agreement)
  - (s) Habitat Resource Area
  - (t) Dimensional requirements. Dimensional requirements shall be as provided in Table 2
  - (u) Intra-Family land transfers. An intra-family land transfer is permitted within the AG district, subject to the following requirements:
    - i) Subdivision plat. A final subdivision plat shall be prepared in accordance with the provisions of this Section and submitted for administrative approval by the City Manager or his/her designee. The name of each grantee shall be shown on each lot within the subdivision.
    - ii) Lot specifications. Each lot shall be at least one acre in size. Each lot shall have a minimum lot width of 250 square feet. No lot created by a subdivision plat for an intra-family land transfer shall be further subdivided except in conformity with the requirements of this Section.
  - (v) See also Table I, page III-25 through III-28.
- b. Recreation and Conservation District
- (1) Purpose and intent. This District allows for the recreational complexes and amenities within the Conceptual Master Plan / PUD. Land uses may consist of private and semi-private recreation, indoor and outdoor lighted and unlighted recreation facilities, establishments and services which include active and passive sports, entertainment and equestrian facilities, hunting facilities and



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ancillary facilities such as restaurants and shops serving such public recreational facilities.

- (2) Permitted and conditional uses. Permitted and conditional uses shall be as provided in Table 1, "Permitted and Conditional Uses by Land Use Intensity District".
  - (3) Dimensional requirements. Dimensional requirements shall be as provided in Table 2.
- c. Islands and Mainland T-2 District
- (1) Purpose and intent. This District is an area of somewhat larger lots and upscale single family residential. These homes, with an orientation to the marsh views, could have a direct relationship to what may become a River Club on one of the adjacent islands. This area will provide an area of the PUD for those potential purchasers who wish to have a larger home with the possibility of additional living accommodations available or adjacent structure on the home site or residential quarters over garages. These units may be made available to older or younger family members as their place of residence or they may be a rental unit.
  - (2) Permitted and conditional uses. Permitted and conditional uses shall be as provided in Table 1, "Permitted and Conditional Uses by Land Use Intensity District".
  - (3) Dimensional requirements. Dimensional requirements shall be as provided in Table 2.
  - (4) Special Standards applicable to the T-2 Island transect. Within the T-2 Island transect, buffers from the OCRM Critical Line as set forth in Section IV (C) (13) (a) (1) and (2) shall be increased by 25 feet, and private individual docks will only be allowed on single lots having a minimum size of five (5) acres; lots smaller than five (5) acres must have shared dock facilities or a community dock.
- d. Mixed Use District (T-3)
- (1) Purpose and intent. The character of the T-3 Mixed Use District diverges somewhat from the previous districts, as this district has a more suburban character. Natural or man-made characteristics of the land form may alter the more grid like nature of the conceptualized streets in the higher density districts, allowing for a more natural road alignment, preservation of wetland areas, and protected habitat or open space. Public Frontage will also change with the introduction of curving streets and sidewalks, and street tree planting will deviate to a more random, natural character. The



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buildings will move further back from the streets. 10-30% of the district area may be either the higher intensity Traditional Neighborhood development or cluster land development as defined by the Smart Code community types.

Recreational amenities will effect the character and scale of this district. It may be advantageous to accommodate an overall drainage system into a contiguous waterway that could provide a water amenity for this community, while collecting, managing and disposing of the stormwater. This waterway might also be modified to accommodate and complement a golf course if market forces favored this type of amenity.

This area may also deviate from the street side sidewalk to a community leisure trail system, that could incorporate along the edges of the waterway.

Within this mixed-use district a small (less than 15% of the land area, at 8,000 square feet of building footprint to the acre) amount of retail, office, civic and hotel lodging is permitted.

- (2) Permitted and conditional uses. Permitted and conditional uses shall be as provided in Table 1, "Permitted and Conditional Uses by Land Use Intensity District".
  - (3) Dimensional requirements. Dimensional requirements shall be as provided in Table 2.
- e. Village / Marina District (T-4M)
- (1) Purpose and intent. This Village / Marina District provides for a more pedestrian friendly commercial area with an integrated residential scale of development. This District encourages continuance of a healthy environment for commercial uses that are located and sized to provide the adjacent residential areas with retail and service, all the while promoting a mixture of housing, office and work place proximity that promotes pedestrian precincts and a community focus. This in effect would promote a more village center streetscape with less focus towards the parking lot atmosphere typical to the highway strip center. A central village mall with the more European approach to the village with business or office at the ground level and residential above would be encouraged. This can be experienced locally in the locations such as Harbour Town and Shelter Cove on Hilton Head Island, and Downtown Charleston, South Carolina. This tapestry of architecture will become the walls for tree shaded pedestrian corridors that are accented with a series of "agora" assides which break from the pedestrian corridor with business or restaurant nodes accented with plazas which may



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include floral and fountain displays. A place to stroll and find a welcome rest in a quiet corner or enjoy a cool drink or dessert at a sidewalk café. These “agora” spaces could be designed to provide for sales carts and display areas where artisans and local farmers might sell their crafts and fresh produce. These areas could also provide locations for entertainers to have outdoor entertainment promoting a festive atmosphere for fetes. The idea of being able to walk to a mixture of shops, restaurants, newspaper stands, coffee shops and open air markets within a mostly car free neighborhoods and work centers delivers the highest quality of life and adds great variety and vitality to a community. Jane Jacobs calls this “an intimate and close grained diversity of uses that give each other constant mutual support, both economically and socially”.

- (2) Permitted and conditional uses. Permitted and conditional uses shall be as provided in Table 1, “Permitted and Conditional Uses by Land Use Intensity District” as follows:
- (a) Establishments engaged in selling goods or merchandise to the general public for personal or household and rendering services incidental to the sale of such goods; establishments providing services or entertainment to the general public including, but not limited to, eating and drinking establishments, personal service and repair business and entertainment establishments etc.); medical and health Facilities / offices, office buildings and/or office for government, business, professional or general purposes, unless specifically prohibited under Prohibited Uses below.
  - (b) All Uses in Residential, Household living, Section 5.2.D of the City of Beaufort UDO. This shall include the live above residential use, for residential above Commercial Uses.
  - (c) All Non-Residential Uses, including Permitted and Conditional Uses as permitted under Section 5.1 and as defined under Section 5.1: Use Tables for NC, OC, CC and GC.
  - (d) Hotel and Condo / Hotels (short term rentals including hotels and the investor owned hotel (condo / hotel) limited to fifty (50) rooms.
  - (e) Restaurants - No drive through (pick up allowed).
  - (f) Parks and Open Space (drainage areas and ponds).
  - (g) Roadway Systems.
  - (h) Maintenance and Utility Areas.
  - (i) Current Agricultural / Silviculture and Other Uses (See Development Agreement for Uses).
  - (j) Water Oriented Facilities (ship stores, boat repair yards, boat ramps).
  - (k) Tele-communication Towers (Conditional Use).
  - (l) Roads and Pedestrian Trails.
  - (m) All Uses in T-4 District.



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- (n) Community Recreation.
  - (o) Passenger Terminals.
  - (p) Marina Facilities (Live Aboard allowed).
  - (q) All Uses in Residential Uses Section 5.2.D of the City of Beaufort UDO, Household Living Permitted or Conditional.
  - (r) Residential Uses shall include:
    - i) Townhomes, Condominiums, Apartments
    - ii) Row Houses
    - iii) Duplex Houses
    - iv) Sideyard Houses
    - v) Cottages
    - vi) Single Family Houses
    - vii) Accessory Units (garage units)
    - viii) Live Work Units
- (3) Dimensional requirements. Dimensional requirements shall be as provided in Table 2.
- (4) See also Table I, page III-25 through III-28.
- f. Traditional Village District (T-4)
- (1) Purpose and intent. This District is designed to develop traditional neighborhood types typified by the culture, value and traditions exemplified in the New Urbanism and Smart Code movement. The principles of this include walkability, connectivity, mixed use and diversity, mixed housing, quality architecture and urban design, traditional neighborhood structures, increased density, smart transportation, sustainability, and quality of life. These qualities or principles provide a healthier lifestyle with a walking friendly environment, close proximity to sidewalks, trails, parks, etc. The style of living provides for opportunities to get to know your neighbors and the community, with more freedom and independence for all age groups. Adults and children can walk or bike to schools or shops.
- The standards set forth below continue the Smart Code vocabulary and approach to development. Consideration is given to the standards for building heights, setbacks, sidewalks, street design and street parking, alleys, if provided, street trees and the like.
- (2) Permitted and conditional uses. Permitted and conditional uses shall be as provided in Table 1, "Permitted and Conditional Uses by Land Use Intensity District" and as follows:
- (a) All Uses in Residential Uses Section 5.2.d of the City of Beaufort UDO, Household Living permitted or conditional except as listed as prohibited below. All Uses as defined in Smart Code for Traditional Neighborhoods.



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- (b) Governmental / Civic (police, fire and government services)
  - (c) Schools (Conditional Use), Parks and Open Space
  - (d) Religious Institutions
  - (e) Maintenance and Utilities
  - (f) Restaurant with seating
  - (g) Agricultural and Silvicultural Uses (see Development Agreement for definition).
  - (h) Office
  - (i) Overnight Guest Accommodations
  - (j) Banks (drive through ATM - No drive through tellers)
  - (k) Small Bed and Breakfast (1 to 12 guest rooms)
  - (l) Retail Sales
    - i) home and business goods (convenience items)
    - ii) books
    - iii) candy, cigars, hobby supplies
    - iv) drugs / pharmacy
    - v) florist
    - vi) gifts
    - vii) liquor
    - viii) magazines, newspapers and stationary
    - ix) food sales - grocery stores
  - (m) Retail Services
    - i) medical
    - ii) bakery
    - iii) barber / beauty shop
    - iv) seamstress, tailor
    - v) laundry / dry cleaner
    - vi) photo studios, copier, print
    - vii) shoe repair
    - viii) repairs - clock, bicycle, watches, shoes, office equipment
  - (n) Community Recreation
  - (o) On / Off street parking
  - (p) See also Table I, page III-25 through III-28.
- (3) Dimensional requirements. Dimensional requirements shall be as provided in Table 2.

g. Boatyard District

- (1) Purpose and Intent. This district is oriented to the river activities. This area can best be described by the Article 5.2, Paragraph H.2, Water Oriented Facilities of the City of Beaufort UDO. It is anticipated that this will be the centralized area for the embarking on and disembarking from boats, ferries and water taxis. The ferry system for the adjacent islands will be facilitated here as well as other ferries and water taxis to other communities up and down river. Accessory uses including boat fueling, pump out facilities, docks,



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ramps, marina stores, parking areas, boat storage areas, boat service areas, offices and ticket sales. Where permitted by the state and federal agencies this facility would include marinas, docking facilities, dry boat storage facilities, boat ramps, boat sales and facilities for tour boats. Riverfront restaurants and marina equipment sales area are anticipated. Facilities similar to this facility currently exist in Beaufort County on Hilton Head Island (i.e., Schilling's Boat Storage and Broad Creek Marina) and also debarkation facilities for communities such as those for Daufuskie Island. The Town of Port Royal is also master planning a riverfront area for the abandoned Port area that has similar characteristics to this district.

- (2) Permitted and conditional uses. Permitted and conditional uses shall be as provided in Table 1, "Permitted and Conditional Uses by Land Use Intensity District" and as follows:
    - (a) Permitted Uses (see Article 5.0 of the City of Beaufort UDO for references)
    - (b) Water Oriented Facilities
    - (c) Dry Stack Storage (maximum building height shall be fifty (50) feet, maximum square footage shall be 40,000 sf)
    - (d) Multi-family Dwellings
    - (e) Live Aboard Boats
    - (f) Cluster Development
    - (g) Zero Lot Line Dwellings
    - (h) Town House Dwellings
    - (i) Roads and Pedestrian Trails
    - (j) Maintenance
    - (k) Community Recreation
    - (l) Passenger Terminals
    - (m) Agricultural / Silviculture Use (See Development Agreement)
    - (n) All Uses in T-4 Mixed Use District
    - (o) All Uses in T-3 Mixed Use District
    - (p) See also Table I, page III-25 through III-28.
  
  - (3) Dimensional requirements. Dimensional requirements shall be as provided in Table 1, "Permitted and Conditional Uses by Land Use Intensity District".
- h. AICUZ Use District (Noise Zone)
- (1) Purpose and intent. This Applicant has met with representatives of the United States Marine Corps, Marine Corp Air Station, Beaufort, South Carolina, to establish a plan for development within the Air Station Noise and Accident Potential Use Zones, in an effort to comply with the concerns and desires of the Marine Corp Air Station provided as part of a letter dated March 22, 2006 from Colonel R. W. Lanham, U.S. Marine Corps. Commanding Officer, Marine Corps Air Station, Beaufort, SC. In accordance with the provisions of the



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Development Agreement, any development in the APZ or AICUZ zones shall be compliant with the use and noise attenuation requirements of the Development Agreement, unless the military exercises the provisions of the Letter of Intent contained within the Development Agreement. In that event, the following additional requirements and standards are imposed.

Within the 65Ldn and higher noise zone no residential development shall be permitted except as outlined in the Development Agreement and the Letter of Agreement included with the Agreement in regards to some minimal single family existing and proposed additional units within the Clarendon PUD.

For approximately +/-1500 feet along the perimeter of the 65Ldn line in the area referenced as Noise Zone 1 on the Land Use Compatibility Map, residential development will be limited to 1.0 single family units per acre and shall have a 30dB Noise Level Reduction (NLR). This area is located in the T-2 Mainland District.

Within the Noise Zone within the Clarendon PUD with appropriate NLR mitigation for the buildings which will meet the 30dB requirement, the following uses are permitted:

- (a) Manufacturing
  - i) Food and kindred products manufacturing;
  - ii) Textile mill products manufacturing;
  - iii) Apparel and other finished products made from fabric, leather and similar materials manufacturing;
  - iv) Lumber and wood products manufacturing;
  - v) Furniture and fixtures manufacturing;
  - vi) Rubber and plastics manufacturing;
  - vii) Stone, clay and glass products manufacturing;
  - viii) Primary metal products manufacturing;
  - ix) Fabricated metal products manufacturing;
  - x) Professional scientific and controlling instruments, photography and optic goods, watches and clocks manufacturing;
  - xi) Miscellaneous manufacturing.
  
- (b) Transportation
  - i) Railroad, rapid rail transit and street railway transportation;
  - ii) Motor vehicle transportation;
  - iii) Aircraft transportation;
  - iv) Marine craft transportation;
  - v) Highway and street rights-of-way;
  - vi) Automobile parking;
  - vii) Communication;



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- viii) Utilities;
  - ix) Other transportation, communication and utilities.
- (c) Trade
- i) Wholesale trade;
  - ii) Retail trade - building materials, hardware and farm equipment;
  - iii) Retail trade - shopping centers;
  - iv) Retail trade - food;
  - v) Retail trade - automotive, marine craft, aircraft and accessories;
  - vi) Retail trade - apparel and accessories;
  - vii) Retail trade - furniture, home, furnishings and equipment;
  - viii) Retail trade - eating and drinking establishments;
  - ix) Other retail trade.
- (d) Service
- i) Finance, insurance and real estate services;
  - ii) Personal service;
  - iii) Cemeteries;
  - iv) Business services;
  - v) Warehousing and storage;
  - vi) Repair services;
  - vii) Professional services;
  - viii) Contract construction services;
  - ix) Government services;
  - x) Miscellaneous services;
- (e) Cultural, Entertainment and Recreational
- i) Cultural activities and churches;
  - ii) Nature exhibits;
  - iii) Public assembly;
  - iv) Outdoor music shells, amphitheaters;
  - v) Outdoor sports arenas, spectator sports;
  - vi) Amusements;
  - vii) Recreational activities (includes golf courses, riding stables, water recreation);
  - viii) Resorts and group camps
  - ix) Parks;
  - x) Other cultural, entertainment and recreation;
- (f) Resource Production and Extraction
- i) Silviculture;
  - ii) Wildlife management;
  - iii) Forestry activities;
  - iv) Hunting activities;
  - v) Fishing activities;



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- vi) Golf courses;
- vii) Equestrian uses;
- viii) Open space;
- ix) Livestock farming;
- x) Agriculture (except livestock);
- xi) Animal breeding;
- xii) Agriculture related activities;
- xiii) Mining activities;
- xiv) Other resource production or extraction;
- xv) Habitable support structures to above with NLR or no less than 30dB.

i. AICUZ Use District (Accident Potential Zone - APZ-II)

The Applicant, in order to comply with the concerns and desires of the United States Marine Corps, Marine Corp Air Station, Beaufort, SC, has adopted within the Accident Potential Zone - APZ-II maximum Floor Area Rations (FAR), and each use has restrictions as indicated in the following permitted Use Table:

(1) Manufacturing

Use	Density Recommendation
(1) Food & kindred products; manufacturing	Maximum FAR 0.56
(2) Textile mill products; manufacturing	Same as above
(3) Lumber and wood products (except furniture); manufacturing	Maximum FAR 0.56 in APZ II
(4) Furniture and fixtures; manufacturing	Same as above
(5) Printing, Publishing and allied industries	Same as above
(6) Stone, clay and glass products; manufacturing	Maximum FAR 0.56
(7) Primary metal products; manufacturing	Same as above
(8) Fabricated metal products; manufacturing	Same as above
(9) Miscellaneous manufacturing	Maximum FAR 0.56 in APZ II

(2) Transportation, Communication and Utilities

Use	Density Recommendation
(1) Railroad, rapid rail transit and street railway transportation	See Note 2 Below
(2) Motor vehicle transportation	See Note 2 Below
(3) Aircraft transportation	See Note 2 Below
(4) Marine craft transportation	See Note 2 Below



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(5) Highway and street right-of-way	See Note 2 Below
(6) Auto parking	See Note 2 Below
(7) Communication	See Note 2 Below
(8) Utilities	See Note 2 Below
(9) Solid waste disposal (landfills, incineration, etc)	See Note 2 Below
(10) Other transport, comm. and utilities	See Note 2 Below

**(3) Trade**

Use	Density Recommendation
(1) Wholesale trade	Maximum FAR 0.56
(2) Retail trade - building materials, hardware and farm equipment	Maximum FAR 0.28
(4) Retail trade - food	Maximum FAR 0.24
(5) Retail trade - automotive, marine craft, aircraft and accessories	Maximum FAR 0.28
(6) Retail trade - apparel and accessories	Maximum FAR 0.28
(7) Retail trade - furniture, home furnishings and equipment	Maximum FAR 0.28
(8) Other retail trade	Maximum FAR 0.22

**(4) Service**

Use	Density Recommendation
(1) Finance, insurance & real estate services	Maximum FAR 0.22 for general office/office park
(2) Personal services	Office uses only. Maximum FAR 0.22
(3) Cemeteries	Maximum FAR 0.22
(4) Business services (credit reporting; mail; stenographic, reproduction; advertising)	Maximum FAR 0.22
(5) Warehousing and storage services	Maximum FAR 2.0
(6) Repair Services	Maximum FAR 0.22
(7) Professional Services	Maximum FAR 0.22
(8) Contract construction services	Maximum FAR 0.22
(9) Government Services	Maximum FAR 0.24
(10) Miscellaneous	Maximum FAR 0.22



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(5) Cultural, Entertainment and recreational

	Use	Density Recommendation
(1)	Nature exhibits	See Note 1
(2)	Amusements, fairgrounds, miniature golf, driving ranges; amusement parks, etc	
(3)	Recreational activities (including golf courses, riding stables, water recreation)	Maximum FAR 0.22
(4)	Parks	Maximum FAR 0.22
(4)	Other cultural, entertainment and recreation	Maximum FAR 0.22

(6) Resource Production and Extraction

	Use	Density Recommendation
(1)	Agriculture (except live stock)	See Note 1
(2)	Livestock farming and breeding	See Note 1
(3)	Agriculture related activities	Maximum FAR 0.56
(4)	Forestry Activities	See Note 1
(5)	Fishing Activities	See Note 1
(6)	Mining Activities	See Note 1
(7)	Other resource production or extraction	See Note 1

(7) Other

	Use	Density Recommendation
(1)	Undeveloped Land	

Notes:

1. No Chapels are allowed within APZ II.
2. Other factors to be considered - labor intensive, structural coverage, explosive characteristics, air pollution, electronic interference with aircraft, height of structure and potential glare to pilots.



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Table 1  
Permitted and Conditional Uses by Land Use Intensity District

The following table shows uses that are permitted (P), conditionally permitted (C) and not permitted (prohibited) (X).

Table 1 Use Description	AG	T-1	T-2I & T-2M	T-3	T-4	T-4M	T-4B
Accessory uses and structures not otherwise listed in this table, normally incidental to one or more permitted principal uses	P	P	P	P	P	P	P
Active recreational facilities, nonprofit, such as tennis courts and swimming pools, as principal uses	P	P	P	P	P	P	P
Active recreational facilities, nonprofit, such as tennis courts and swimming pools, as accessory to one or more permitted uses	P	P	P	P	P	P	P
Agricultural experiment stations	P	P	X	X	X	X	X
Agricultural production of field crops, fruits, nuts and vegetables	P	P	P	X	X	X	X
Animal hospitals and veterinary clinics	P	X	X	X	P	P	P
Auction facilities for agricultural products	P	P	X	X	X	X	X
Bed and Breakfast inns	X	X	X	P	P	P	P
Boarding and rooming houses	X	X	X	X	P	P	P
Boarding homes for agricultural workers	P	X	X	X	X	X	X
Breweries with restaurant/bar	X	X	P	P	P	P	P
Business service establishments, not exceeding 2500 square feet of gross floor area	X	X	P	P	P	P	P
Business service establishments of more than 2500 square feet of gross floor area	X	X	X	P	P	P	P
Campgrounds	P	P	P	X	X	X	P
Cemeteries	P	P	P	P	P	P	P
Churches, temples, synagogues and places of worship, including cemeteries as accessory uses	P	P	C	C	P	P	P
Club or lodge, nonprofit	P	P	P	P	P	P	P
Cold storage plants and frozen food lockers	P	X	X	X	X	X	X
Colleges and universities	X	X	X	X	P	P	P
Commercial recreational facility, indoor	P	X	X	P	P	P	P
Commercial recreational facility, outdoor	C	C	C	P	P	P	C
Conference centers and retreat centers	P	P	P	P	P	P	P



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Table 1 Use Description	AG	T-1	T-2I & T-2M	T-3	T-4	T-4M	T-4B
Conservation areas and passive recreational facilities	P	P	P	P	P	P	P
Contractor's establishments	P	P	X	X	X	X	P
Country clubs, including golf courses and clubhouses including restaurants and golf pro shops as accessory uses	P	P	P	P	P	P	P
Dairies	P	P	X	X	X	X	X
Day care centers serving no more than seventeen persons	X	X	P	P	P	P	P
Day care centers serving eighteen or more persons	X	X	P	P	P	P	P
Dry cleaning / laundries (5,000 sf or less)	X	X	P	P	P	P	P
Dry Stack Boat Storage* (See Notes within District)	X	X	X	X	X	X	P
Dwellings, single family detached	P	P	P	P	P	P	P
Dwellings, single family attached (townhouses)	P	X	P	P	P	P	P
Dwellings, two family (duplexes)	P	X	P	P	P	P	P
Dwellings, multi-family (apartments and condominiums)	P	X	P	P	P	P	P
Dwellings, located within a building containing another principal use	X	X	P	P	P	P	P
Dwellings, single family detached, including manufactured homes, which are farm related and subordinate to the principal use of the property for agricultural uses	P	P	X	X	X	X	X
Explosives storage	P	X	X	X	X	X	X
Exterminating and pest control businesses and disinfecting services	P	X	X	X	P	P	P
Extraction industries - extraction and removal of sand, gravel, top soil, clay, dirt, precious metals, gems and minerals (on-site only)	P	P	P	P	P	P	P
Family day care home in single family detached dwellings	X	P	P	P	P	P	P
Finance, insurance and real estate establishments, less than 2500 square feet of gross floor area per establishment	X	X	X	P	P	P	P
Finance, insurance and real estate establishments with 2500 or more square feet of gross floor area per establishment	X	X	X	P	P	P	P
Forest uses associated with production, management and harvesting of timber	P	P	P	P	P	P	P



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Table 1 Use Description	AG	T-1	T-2I & T-2M	T-3	T-4	T-4M	T-4B
Fuel oil distributors and petroleum bulk storage sites (For Farm Only)	P	X	X	X	X	X	X
Funeral homes and mortuaries	X	X	X	X	P	P	P
Gardens, non-commercial, as accessory to residential use	P	P	P	P	P	P	P
Greenhouses, non-commercial, as accessory to residential use	P	P	P	P	P	P	P
Guest houses	P	P	P	P	P	P	P
Health services, including clinics and hospitals	X	X	P	X	P	P	P
Health spas	X	X	P	P	P	P	P
Hog farms	P	X	X	X	X	X	X
Home occupations	P	P	P	P	P	P	P
Horse stables, non-commercial, as accessory to residential use	P	P	P	P	X	X	X
Ice manufacturing	P	X	X	X	X	X	X
Institutional residential living and care facilities, serving seventeen or less persons	X	X	X	P	P	P	P
Institutional residential living and care facilities, serving eighteen or more persons	X	X	X	X	P	P	P
Junkyards, wrecked motor vehicle compounds, and wrecker services	X	X	X	X	X	X	P
Landfills, inert waste	P	X	X	X	X	X	X
Livestock raising, not including poultry and hogs	P	P	X	X	X	X	X
Lodging services (Hotel / Condo less than 24 units)	X	X	P	P	P	P	P
Lodging services (Hotel / Condo more than 25 units)	X	X	P	X	P	P	P
Manufactured homes (Farm workers only)	P	P	P	X	X	X	X
Mini-warehouses and self storage facilities	P	P	P	X	X	X	P
Nurseries and greenhouses; wholesale & retail sale of trees, plants and shrubs	P	P	X	X	X	X	P
Offices	X	X	P	P	P	P	P
Open air businesses and unenclosed retail trade establishments	P	X	X	X	X	P	P
Parking lots and decks, off-site, as principal uses	X	X	P	X	P	P	P
Personal service establishments	X	X	P	P	P	P	P
Poultry houses	P	X	X	X	X	X	X



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Table 1 Use Description	AG	T-1	T-2I & T-2M	T-3	T-4	T-4M	T-4B
Public and semi-public uses	P	P	P	P	P	P	P
Recycling centers, collection points	P	P	X	X	P	P	P
Restaurants, including outside seating areas but not including drive-ins or drive-through facilities	X	X	P	P	P	P	P
Restaurants, including drive-ins or drive-through facilities	X	X	X	X	X	C	C
Retail trade establishments, enclosed, not exceeding 2500 square feet of gross floor area	X	X	P	P	P	P	P
Retail trade establishments, enclosed, exceeding 2500 square feet of gross floor area	X	X	X	C	P	P	P
Roadside stands	P	X	X	X	X	X	X
Schools for dance, martial arts and other disciplines operated for profit or nonprofit	X	X	X	X	P	P	P
Schools, private and public elementary, middle and high	C (2)	C (2)	C (2)	C(2)	C (2)	C (2)	C (2)
Service and fuel filling stations with or without carwash	X	X	X	P	P	P	P
Solid waste transfer stations	P	X	X	X	X	X	X
Temporary structures and uses approved by the City Manager or his/her designee in accordance with Section 5.5 of the UDO	P	P	P	P	P	P	P
Warehouse and storage buildings	C	P	X	X	X	X	P
Wineries	C	P	X	X	X	X	X
Wood products manufacturing	P	X	X	X	X	X	X
Uses not specified in this table	(1)	(1)	(1)	(1)	(1)	(1)	(1)

- (1) In cases where a use is proposed but is not listed in this table, the City Manager or his/her designee shall make an administrative determination as to whether or not the use is permitted in the land use intensity district or districts in question. The City Manager or his/her designee may determine that such use is substantially similar to a permitted use and allow that use to be permitted. The City Manager or his/her designee may determine that such use is substantially similar to a conditional use, and permit that use as a conditional use. The City Manager or his/her designee may determine that such use is prohibited altogether in the use district or districts in question. In making such determinations, the City Manager or his/her designee shall consult the purpose and intent statements of the land use intensity district or districts in question, in addition to comparing the use in question to uses specifically listed in this table. Reference may also be had to categorization of Uses under the NAICS system.
- (2) See Exhibit K Special Standards for Schools



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Table 2  
Dimensional Requirements by Land Use Intensity District

Dimensional Requirement (3)	AG	T-1	T-2I & T-2M	T-3	T-4	T-4M	T-4B
Maximum height (in stories to eave)	3	2	3	3	3	4	6
Maximum density (units per gross acre within each district)	NA (1)	1	1	4	5	12	12
Minimum lot size (square feet except as shown)	10 acres (1)	2 acres	30,000	10,000	2,500	2,500	2,500
Minimum lot width (feet)	200	200	72	72	25	20	25
Minimum front yard setback from major street right-of-way (feet)	60	50	40	25	0-25	0-25	0-25
Minimum front yard setback from minor street right-of-way (feet)	40	40	30	25	0	0	0
Minimum side setback, interior lot line (feet)	40	40	20	12	0	0	0
Minimum rear setback (feet)	40	40	20	12	0	0	0
Minimum landscape strip required along rights-of-way for any non-residential use (width in feet)	(2)	(2)	(2)	(2)	(2)	(2)	(2)

- (1) Within an AG district, the minimum lot size for any subdivision of land except those allowed for an intra-family land transfer shall be one (1) acre per lot. Lot sizes within intra-family land transfers shall be subject to the provisions of this PUD Ordinance
- (2) The Standards for public frontage shall meet or exceed the Table 4A & B - Public Frontage Standards from the Smart Code Manual, pages SC-108 through SC - 111 (Exhibit J).
- (3) In the AICUZ District density requirements are the same as the T-1 District.
- (4) See Notes on DryStack Boat Storage for variation in requirements.

**F. Other Definitions and Requirements for Land Use Development:**

1. Dwelling Unit Calculations for the PUD:
  - a. Dwelling Units Per Acre (DU/AC):  
A calculation which is based on the total residential units of a parcel or tract that may be brought forward at Development Permit Review. Each tract or parcel density shall be calculated based on the total acres for the parcel with exceptions to unit totals as follows:
    - (1) Hotel / Condo Hotels / Inns / Bed and Breakfast or Guesthouse Room (including cottage and cottage lock out units) shall be calculated as ½ of a dwelling unit for one and two bedroom units;
    - (2) Fractional Ownership Units (interval ownership / timeshare properties) shall equal ½ dwelling unit per unit;
    - (3) Multi-Family Units shall be calculated as 0.75 of a dwelling unit per unit.
  - b. Maximum Dwelling Units per Acre (DU/AC Max):  
An indication of the maximum density allowed within any sub-area(s) or



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project(s) within an identified tract per acre with the following exceptions and clarifications:

- (1) Hotel / Inn / Bed and Breakfast, Fractional Ownership Units (Interval Ownership / Timesharing Properties) or Guesthouse units shall not have a specified DU/AC maximum but shall meet the minimum setback and buffer requirements.
- (2) Maximum Dwelling Units Per Acre for Single Family Attached Residential shall be eight (8) DU/AC maximum - Detached Residential is four (4) DU/AC maximum.
- (3) Maximum Dwelling Units Per Acre for Multi-Family Residential shall be sixteen (16) DU/AC maximum

2. Governmental / Civic:

This designation allows for Governmental and Civic land uses which shall be allowed to occur as a Mixed Use throughout the entire Conceptual Master Plan / PUD. These land uses shall not count against the overall commercial acreage or residential density allowed for the Conceptual Master Plan / PUD.

- a. Civic, cultural, municipal, governmental, educational (public or private), conference centers, research or other similar facilities which may include housing for staff, faculty and professionals. Other uses allowed in this category include student housing and employee dormitories, which count as ½ Dwelling Unit against the Conceptual Master Plan / PUD residential cap Dwelling Units. Housing for staff associated with a specific project will not count against the Conceptual Master Plan / PUD residential cap, provided that the housing is located within the project requiring the staff.
- b. Churches, synagogues, temple and other places of worship provided that such use is housed in a permanent structure.
- c. Cemeteries provided that such use does not include a funeral home or crematorium.
- d. Assisted Living facilities, nursing homes and congregate care facilities.
- e. Public emergency service facilities, library, museum, day care facilities, social / community centers, etc.

3. Hotel / Inn / Condo Hotel / Cottages:

This designation is for hotels, inns, bed and breakfast, guest houses, cottages, divisible Dwelling Units and time sharing properties (Interval Ownership) that consist of building or buildings with guest rooms for sleeping and kitchens and/or a dining room to provide meals for guests. Divisible Dwelling Units (e.g. lock-out or lock-off units) will be defined using length of stay as a basis and used for sales guests only. Use of lock-outs will be limited to seven (7) days or less. Exceptions may be granted by the Planning Commission. Hotels, Inns, Bed and Breakfasts, Guesthouses and Live Above properties shall be considered a Residential Land Use and counted against the overall residential density cap at a rate of ½ DU per room / key and as such shall not be considered a commercial use. The rooms shall be primarily designed for and occupied by transients. A conference facility may or may not accompany the hotel / inn and may be integral to the hotel / inn or detached. Included in these Uses are a somewhat new concept of condo / hotel which allows



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a buyer to purchase a hotel unit and either keep the unit off the rental market or place it into a managed rental under the hotel management. Another aspect is cottage units that may be made available for rental to guests or property owners. These units, like the condo / hotels will be owned by investors and either placed on or off the rental pool as managed by the developer / real estate management company.

4. Maintenance Areas:

The maintenance areas will contain the facilities, tools and equipment necessary to maintain the common properties and recreational facilities within the Conceptual Master Plan / PUD. These facilities may be congregated on a central site or located in separate convenient sites for different services such as general community maintenance, golf course maintenance, recreation area maintenance or individual property regime maintenance.

a. Permitted Uses include:

- (1) Vehicle maintenance.
- (2) Storage of vehicles and parts, boats, recreational vehicles and resident storage units.
- (3) Fuel storage.
- (4) Shops for woodwork, metalwork and painting.
- (5) Greenhouses, plant propagation areas and holding yards.
- (6) Mulching facility and mulch storage.
- (7) Storage of chemicals and bulk materials as permitted by law.
- (8) Offices associated with community and maintenance.

5. Model Home / Sales Center:

This designation allows for the model homes and office / administrative facilities associated with the primary sale of residential property and commercial property. The facility and/or facilities may be permanent in nature with the model homes or building(s) being sold as single family residences or office / commercial space in the future or the facility and/or facilities may be relocated from time to time during the period of development to meet the needs of development phasing.

6. Multi-Family Residential:

This designation is defined as a building or series of buildings on the same lot or portion thereof used or designed, leased, owned for the potential as a rented group of dwellings for three (3) or more families or individuals living independently of each other, with the number of units not exceeding sixteen (16) units per acre. Each unit shall represent 0.75 units for calculation of density for the lot or parcel as well as the density for the PUD. This definition shall include but is not limited to rooms within a residential unit for rent, apartments, apartment hotels, fraternity houses, sorority houses, YMCA, YWCA and the like.

The allocation of density as specified allows for the clustering of development to



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optimize the protection of natural features and maximize open space. This does not guarantee that all property within individual planning areas can be developed at the identified maximum. Density may be transferred between the planning tracts and districts. As long as the overall density for the residential areas is not exceeded and the overall density for the PUD is not exceeded, density transfers are permitted within the PUD.

7. Roads and Access

The Conceptual Master Plan / PUD roads, as shown, are schematic and may be relocated during the submissions of Master Plan and development plan. Final road design and widths of right-of-way shall become more definitive as final residential densities are located and plans for vehicular, pedestrian and bicycle circulation within those communities can be delineated. The Conceptual Master Plan / PUD represents what may become the major road circulation locations, but within the Land Use Designations as the Plan becomes refined these roads will probably change and additional roads for vehicles, as well as, pedestrian and bicycle circulation will evolve and be refined.

It is hoped that as the plans evolve there will be flexibility to mold the roadway system to natural features, reducing roadway widths for tree or wetland preservation considerations. It is further understood that roads, bike paths, leisure trails, and pedestrian ways shall be allowed to permeate the setbacks and buffers as defined herein, to access properties of the Conceptual Master Plan / PUD. Where these systems impact waters or marshes of the State of South Carolina permitting through OCRM and the other State agencies acting in conjunction with OCRM, the permitting for uses shall be the governing decision on the locations of these matters and the City of Beaufort shall not deny land side access. The design of the land side accesses and the pathways and roads shall adhere to the Best Management Practices (BMP). The ordinance is referenced in the City's UDO Article 8.3 Improvement Requirements, subparagraph B-2 Drainage.

The Conceptual Master Plan / PUD shall provide necessary roadway, bicycle, leisure and pedestrian trails and/or sidewalks to and between commercial, residential and recreational uses where feasible and practical. There are areas or districts within the Conceptual Master Plan / PUD which, in whole or in part, may be developed as private with access restricted appropriately at the Applicant's / Developer's discretion.

The Development Agreement provides for the use of unpaved and all-weather surfacing in areas platted at low densities; see **Section XI.A** of the Development Agreement.

Roads will be designed to reduce rights-of-way when environmental and tree preservation considerations would be improved. The developers of the property shall be encouraged to design roads to protect water quality and preservation of trees.



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All roads, bike paths, leisure trails and pedestrian pathways shall be allowed to penetrate the setbacks from the OCRM Critical Line to access the property, provided the stormwater is treated in accordance with Best Management Practice Standards.

8. Utilities:

a. This designation allows for utility service to serve the planning tracts of the Conceptual Master Plan / PUD. The following land uses shall be allowed:

- (1) Potable water supply and distribution.
- (2) Wastewater collection, treatment and disposal.
- (3) Stormwater collection, treatment and detention.
- (4) Irrigation.
- (5) Communication towers.
- (6) Satellite antennas.
- (7) Cable television facilities.
- (8) Telephone facilities.
- (9) Power transmission and distribution.
- (10) Broad band multi-use transmission lines.
- (11) Fiber optic lines.

b. Certain community wide infrastructure is required for the development of any large, master planned community. This infrastructure may include, but is not limited to, the following:

- (1) Arterial streets and primary access roads.
- (2) Water supply.
- (3) Wastewater Treatment and Effluent disposal.
- (4) Power sub-stations.
- (5) Central telephone facilities.
- (6) Storm water Management lagoons.
- (7) Natural gas supply.
- (8) Irrigation.

In the case of this Conceptual Master Plan / PUD, the community wide infrastructure may serve more than one planning tract. Infrastructure serving the overall community (on-site and off-site) is exempt from the normal approval process. All infrastructure projects must receive a City of Beaufort Permit prior to construction, in accordance with the section of the PUD ordinance describing Preliminary / Final Subdivision Review as it may apply to this overall community wide infrastructure.

9. Single Family Residential:

This designation allows for the development of single family residential units, up to a maximum of eight (8) units per acre on a site specific basis. Single Family Residential consists of attached or detached residential. Modular homes are not considered to be mobile homes and will be treated as single family housing. Product mix may include full size lots, attached zero lot line, patio homes sites and



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cottages. Product design shall be governed by the Architectural Design Standards as established and governed by the Community Covenants and Restrictions. Within the development, the market may warrant the development of a cottage area. These cottages may be used to house guests of the property owners or be utilized by property owners who may be wishing to stay in the development while awaiting the construction of their home or visiting. These cottages shall be considered single family, attached or detached and these single family cottages may include "lock out" units. This single family unit may be leased for short term or long term rental. Ownership may be via a fee simple lot or as a condominium. The cottage area may be developed with no minimum lot size. Because of the nature of the cottage units, no minimum street frontage shall be applicable in the cottage areas. Cottages may be developed on a site specific basis with environmental concerns being the primary constraint. When cottages are not "stick built" but modular construction the same standards as established for other areas shall be applicable.

Architectural Guidelines to be adopted as part of the Covenants and Restrictions shall govern the standards for design for all single family residences. Such standards shall also control other site constraints such as, but not limited to, the following:

- a. Screened trash service collection areas.
- b. Storage of boats and recreational vehicles.
- c. Non-functioning vehicles will not be permitted .
- d. Paving standards for access and circulation roads.
- e. Paving standards for driveways and home pads.
- f. Covenants and declarations regarding landscaping, setbacks, buffers, out-buildings, maintenance buildings and yard appurtenance, such as clotheslines and recreation items.
- g. Common area amenities.
- h. Architectural Guidelines and Standards.

The allocation of density as specified allows for the clustering of development to optimize the protection of natural features and maximize open space. This does not guarantee that all property within individual planning areas can be developed at the identified maximum.

As long as the overall density for the single family residential areas is not exceeded and the overall density for the PUD is not exceeded, density transfers are permitted within the PUD.

10. Tree Surveying and Mitigation Requirements

- a. The minimum allowable post development tree coverage for Conceptual PUD shall be an average of fifteen (15) trees, two and one-half (2 ½) inches dbh (diameter breast height) or larger, per inhabitable post development upland acre within the area of the Conceptual PUD Plan and shall be verified with future Development Plan Phase submissions. The "inhabitable post development upland acres" are those upland acres exclusive of all



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wetlands, waterways, lakes, ponds, buildings, parking lots or parking areas, roads and clearing required for road rights-of-way, utility easements, corridors or substations and other utility clearing. Preserved jurisdictional wetlands and the adjacent jurisdictional wetland buffer trees shall not be used to meet the requirement of fifteen (15) average trees per acres.

- b. Tree surveys for the average fifteen (15) trees per acre shall be based on "field estimates" made and certified by a Landscape Architect. This estimate shall be based on aerial reconnaissance of existing aerial photography and onsite verification for identification of a representative tree area, the size of one acre. Survey the tree species, size (2 ½" dbh and greater) and obtain totals of each species and their size for that acre of land. Using the sample of trees and sizes for the one acre, the Landscape Architect shall use this sample for the areas of the site to be impacted by development to determine trees remaining after land disturbance. This analysis will occur as each Development phase is reviewed. This survey technique shall be used in lieu of typical tree survey requirements outlined in the City of Beaufort UDO. A certification letter provided by a licensed Landscape Architect documenting the fifteen (15) trees per acre requirement shall be delivered to the City of Beaufort at Development Plan Phase, this shall include trees used as replacements for lots, streets, etc. based on the requirements of the Zoning Regulations. It shall be the responsibility of the Developer to maintain an ongoing record of the fifteen (15) trees per acre. These records shall be kept in electronic files and made available to the City when requested.
- c. Preserved trees, and / or newly planted trees, necessary to meet the tree cover (fifteen trees per acre average) shall also be documented and maintained in a similar fashion in the electronic tree tabulation files. Plans shall be made part of the ongoing tree tally for each phase of development. Replacement trees may also be provided by identifying existing trees between two and one-half (2 ½) inches and seven (7) inches in diameter that are preserved. The preserved and planted trees shall, together, be used to meet the average tree requirement over the upland as defined.



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SECTION IV. DESIGN STANDARDS

A. Design Standards - Urban Village Areas - T-4, T-4M, T-4B and T-3

1. **Neighborhood Uses** - in order to achieve the proximity necessary to make neighborhoods walkable, it is important to mix land uses. A Urbanized Village should consist of a mix of residential uses, a mixed use area, and open space as provided below:
  - a. **A mix of residential uses** of the following types can occur anywhere in the traditional neighborhood development. For in-fill development, the mix of residential uses may be satisfied by existing residential uses adjacent to the Traditional Neighborhood Development.
    - (1) Single family detached dwellings;
    - (2) Single family attached dwellings, including duplexes, townhouses, row houses;
    - (3) Multi-family dwellings, including senior housing;
    - (4) Secondary dwelling units, such as mother-in-law units or guest houses;
    - (5) "Special Needs" housing, such as community living arrangements and assisted living facilities.
  - b. **Mixed use area**, of commercial, residential, civic or institutional, and open space uses as identified below. All residents should be within approximately one-half (1/2) to three quarters (3/4) mile or a ten (10) to fifteen (15) minute walk from existing or proposed commercial, civic and open space areas. Except for grocery, hardware or department stores and movie and performance theaters, individual businesses should generally not exceed ten to fifteen thousand (10,000 - 15,000) square feet in size (exclusive of living spaces above), except as noted for dry stack boat storage uses.
    - (1) Commercial uses.
      - (a) Food services, (grocery stores; butcher shops; bakeries; restaurants, not including drive-thrus; cafes; coffee shops; neighborhood bars or pubs);
      - (b) Retail uses (florists or nurseries; hardware stores; stationery stores; book stores; department stores; apparel stores; studios; movie or performing art theaters; and shops of artists and artisans);
      - (c) Services (day care centers; music, dance or exercise studios; offices, including professional and medical offices; banks; barber; hair salon; dry cleaning);
      - (d) Accommodations (bed and breakfast establishments, small hotels or inns).



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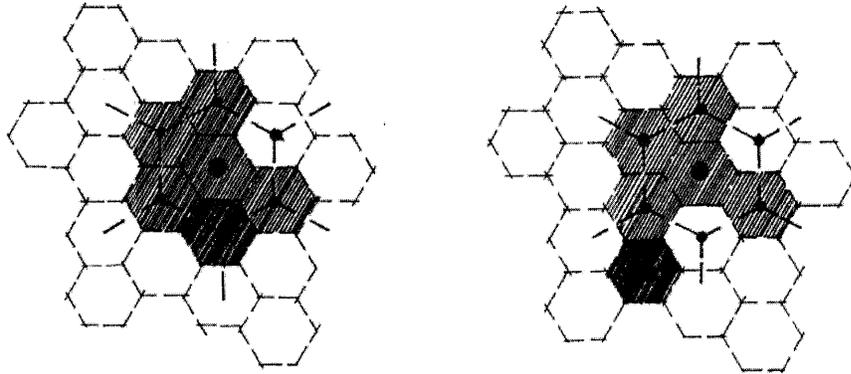


Figure 1. Plan view conceptual diagrams of neighborhood commercial "service areas" (hexagons). Each hexagon represents a neighborhood with a mixed-use center (dot) that is within walking distance of the neighborhood edge. Clusters of neighborhoods (larger hexagon) can support more extensive commercial development than individual neighborhoods. The appropriate amount of commercial uses within a Village depends on the location, or community context, of the new development (darker shaded hexagon).

- (2) Residential Uses.
  - (a) Single family attached dwellings, including duplexes, townhouses, row houses;
  - (b) Multi-family dwellings, including senior housing;
  - (c) Residential units located on upper floors above commercial uses or to the rear of storefronts;
  - (d) Live/Work units that combine a residence and the resident's workplace;
  - (e) "Special Needs" housing, such as community living arrangements and assisted living facilities.
- (3) Civic or institutional uses.
  - (a) Municipal offices, fire stations, libraries, museums, community meeting facilities, and post offices;
  - (b) Transit shelters;
  - (c) Places of worship;
  - (d) Educational facilities.
- (4) Open space uses.
  - (a) Central square;
  - (b) Neighborhood park;
  - (c) Playground.

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Figure 2. Elevation sketch of a typical streetscape within a mixed-use area. Architectural design, street furniture and landscaping all contribute to an attractive, human-scaled environment with a distinct visual character.

- c. **Open Space** uses identified below should be incorporated in the Village as appropriate. Large outdoor recreation areas should be located at the periphery of neighborhoods rather than central locations.
- (1) Environmental corridors;
  - (2) Protected natural areas
  - (3) Community parks;
  - (4) Streams, ponds and other water bodies;
  - (5) Stormwater detention/retention facilities.

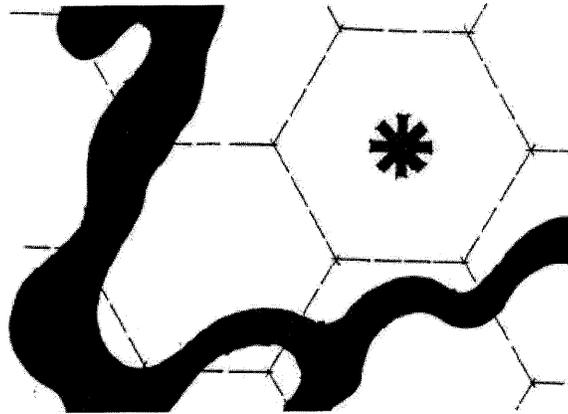


Figure 3. Plan view diagram illustrating the importance of context in planning public open space. Large, contiguous open spaces are community-wide resources with environmental, aesthetic, recreational and educational benefits. Smaller parks and open spaces (asterisk) should be located in neighborhoods (hexagons) that are not within easy walking distance of community parks and open space.

## 2. Development Units

The number of residential dwelling units and the amount of non-residential development (excluding open spaces) shall be determined as follows:

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- a. In areas devoted to mixed residential uses:
  - (1) The number of single family attached and detached units permitted shall be 4 - 8 ± dwelling units per net acre;
  - (2) The number of multi-family units shall be 8 -16 dwelling units per net acre.
  - (3) Secondary dwelling units shall be permissible in addition to the number of dwelling units authorized under this section. However, the total number of secondary dwelling units shall not be more than twenty-five (25) percent of the total number of single family attached and detached units.
  
- b. In mixed uses areas:
  - (1) The number of single family and multi-family dwelling units permitted shall be calculated the same as above plus an additional number of units not to exceed ten (10) percent of the amount permitted above.
  - (2) All dwelling units constructed above commercial uses shall be permissible in addition to the number of dwelling units authorized under this section.
  - (3) The total ground floor area of non-residential development uses, including off-street parking areas, should not exceed forty (40) percent of the traditional neighborhood development.

3. **Open Space**

See Section IV.C. Subdivision Standards, item 12 of this PUD document.

4. **Storm Water Management**

The design and development of the Village should minimize off-site stormwater runoff, promote on-site filtration, and minimize the discharge of pollutants to ground and surface water. Natural topography and existing non-agricultural land cover should be maintained/protected to the maximum extent practicable. All shall meet, as minimum standards, the Beaufort County BMP Requirements as set forth in the Development Agreement.

5. **Lot and Block Standards**

- a. Block and lot size diversity. Street layouts should provide for perimeter blocks that are generally in the range of 300 - 500 feet deep by 500 - 900 feet long, topography permitting. A variety of lot sizes should be provided to facilitate housing diversity and other natural and /or environmental constraints and choice and meet the projected requirements of people with different housing needs.



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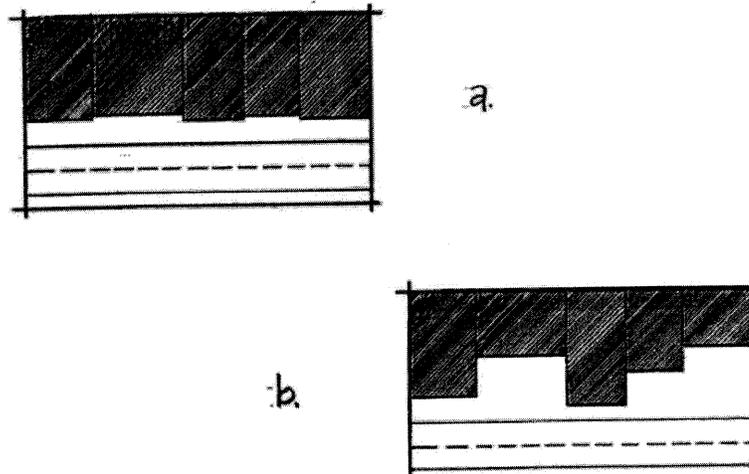


Figure 4. Plan view diagram of a street grid showing a diversity of lot (parcel) sizes.

- b. Lot Widths. Lot widths should create a relatively symmetrical street cross section that reinforces the public space of the street as a simple, unified public space.
- c. Building Setback, Front - Mixed Use Area. Structures in the mixed use area have no minimum setback. Commercial and civic or institutional buildings should abut the sidewalks in the Use areas indicated within the districts and as established in Table 2, page III-29.

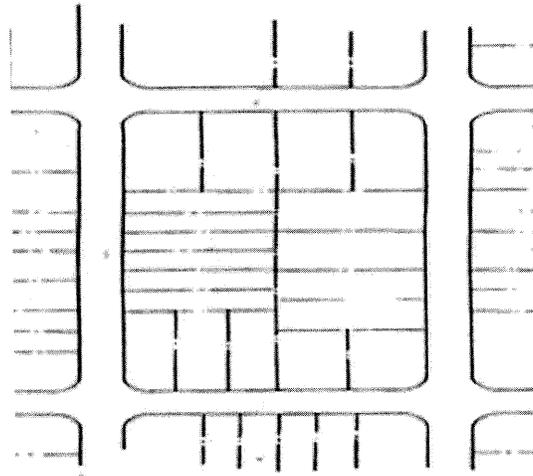


Figure 5. Plan view diagrams showing two alternatives for building setbacks from the street right-of-way in mixed use areas. Relatively uniform setbacks (a) are preferable to widely varying building setbacks (b).

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- d. Building Setback, Front - Areas of Mixed Residential Uses. Single family detached residences shall have a building setback in the front between zero (0) feet and twenty-five (25) feet. Single family attached residences and multi-family residences shall have a building setback indicated within the districts and as established in Table 2, page III-29.
- e. Building Setback, Rear - Areas of Mixed Residential Uses. The principal building on lots devoted to single family detached residences shall be setback indicated within the districts and as established in Table 2, page III-29.
- f. Side Setbacks - Provision for zero lot line single family dwellings may also be made, provided that a reciprocal access easement is recorded for both lots and townhouses or other attached dwellings, provided that all dwellings have pedestrian access to the rear yard through means other than the principal structure indicated within the districts and as established in Table 2, page III-29.

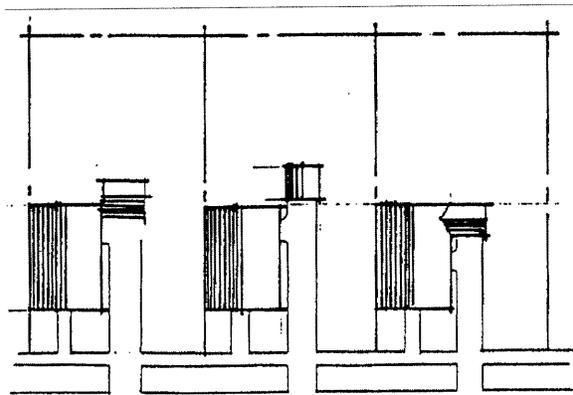


Figure 6. Plan view diagram of the zero-lot line concept. A large sideyard on each parcel is created by uniformly eliminating one of the sideyard setbacks.

**6. Circulation Standards.**

The circulation system shall allow for different modes of transportation. The circulation system shall provide functional and visual links within the residential areas, mixed use areas and open space of the Village and shall be connected to existing and proposed external development. The circulation system shall provide adequate traffic capacity, provide connected pedestrian and bicycle routes (especially off street bicycle or multi-use paths or bicycle lanes on the streets), control through traffic, limit lot access to streets of lower traffic volumes and promote safe and efficient mobility through the traditional neighborhood development.

- a. Convenient pedestrian circulation systems that minimize pedestrian motor vehicle conflicts shall be provided continuously throughout the Village

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Development. All streets, except for alleys, shall be bordered by sidewalks on both sides in accordance with the specifications listed in Table 1. The following provisions also apply.

- (1) Walkways in residential areas. Clear and well lighted walkways, four (4) feet in width, depending on projected pedestrian traffic, shall connect all dwelling lots to the adjacent public recreational trails.
  - (2) Walkways in mixed use areas. Clear and well lighted walkways, six (6) to eight (8) feet in width, dependent on projected pedestrian traffic and the business uses of the sidewalk, shall connect building entrances to the adjacent public walkways and to associated parking areas.
  - (3) Disability Accessibility. Walkways shall comply with the applicable requirements of the Americans with Disabilities Act.
  - (4) Crosswalks. Intersections of walkways with streets shall be designed with clearly defined edges. Crosswalks shall be well lit and clearly marked with contrasting paving materials at the edges or with striping.
- b. Bicycle Circulation. Bicycle circulation shall be accommodated on streets and/or on dedicated bicycle paths. Facilities for bicycle travel may include off street bicycle paths (generally shared with pedestrians and other non-motorized users) and separate, striped, four (4) foot bicycle lanes on streets. If a bicycle lane is combined with a lane for parking, the combined width should be a minimum of eight (8) feet up to a maximum of fourteen (14) feet.
- c. Public Transit Access. Where public transit service is planned, convenient access to transit stops shall be provided. Where transit shelters are provided, they shall be placed in highly visible locations that promote security through surveillance, and shall be well lighted.
- d. Motor Vehicle Circulation. Motor vehicle circulation shall be designed to minimize conflicts with pedestrians and bicycles. Traffic calming features such as "queuing streets", curb extensions, traffic circles and medians may be used to encourage slow traffic speeds.
- (1) Street Hierarchy. Each street within an Village shall be classified according to the following:
    - (a) Collector. This street provides access to commercial or mixed use buildings, but it is also part of the Village's major street network. On street parking, whether diagonal or parallel, helps to slow traffic. Additional parking is provided in lots to the side or rear of buildings.
    - (b) Sub-collector. This street provides primary access to individual residential properties and connects streets of lower and higher function. Design speed is 35 mph.
    - (c) Local Street. This street provides primary access to individual residential properties. Traffic volumes are relatively low, with a design speed of 25 mph.



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- (d) Alley. These streets provide secondary access to residential properties where street frontages are narrow, where the street is designed with a narrow width to provide limited on street parking, or where alley access development is desired to increase residential densities. Alleys may also provide delivery access or alternate parking access to commercial properties.

Table 1: Attributes of Streets in a Village Development

	Collector	Sub-collector	Local Street	Alley
Right-of-Way	76 - 88 feet	48 - 72 feet	35 - 50 feet	12 - 16 feet
Auto travel lanes	Two or three 12 feet lanes	Two 10 feet lanes	Two 10 feet lanes, or one 14 feet (queuing) lane	Two 8 feet lanes for two-way traffic, or one 12 feet lane for one-way traffic
Bicycle lanes	Two 6 feet lanes combined with parking lanes	4 feet lanes with no parking, or 6 feet lanes combined with parking lanes	None	None
Parking	Both sides, 8 feet	None, one, or both sides, 8 feet	None or one side, 8 feet	None (access to individual drives & garages outside right-of-way)
Curb and gutter	Required (may be omitted in areas where density is reduced per Development Agreement)	Required (may be omitted in areas where density is reduced per Development Agreement)	None Required (except in District T-4)	
Planting strips	Minimum 6 feet	Minimum 6 feet	Minimum 6 feet	None
Sidewalks (minimums)	Both sides, 5 feet minimum (may be omitted in areas where density is reduced per Development Agreement)	Both sides, 4 feet (may be omitted in areas where density is reduced per Development Agreement)	Both sides, 4 feet (may be omitted in areas where density is reduced per Development Agreement)	None

\*See Exhibit J Table 4A and B Smart Code Manual for specifics in various transects; See Figure 7a through 7c for illustrations.



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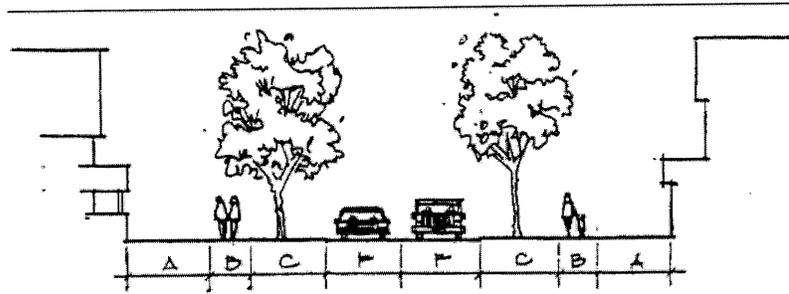


Figure 7a. Schematic sketch of a typical local street cross-section. Table 1 lists the recommended dimensions of each component: A) building setback from street right-of-way; B) walkway; C) planting area; F) travel lane

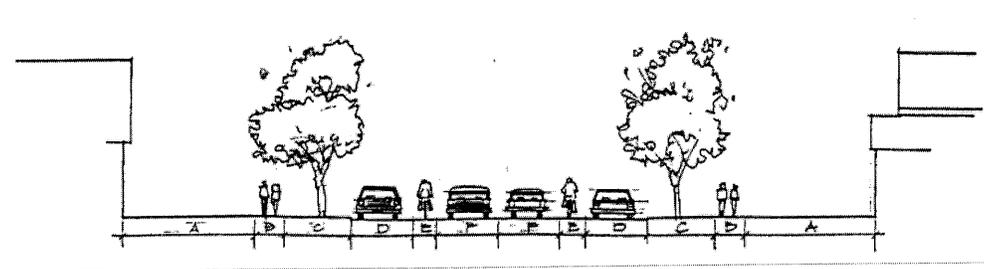


Figure 7b. Schematic sketch of a typical sub-collector street cross-section. Table 1 lists the recommended dimensions of each component: A) building setback from street right-of-way; B) walkway; C) planting area; E) bicycle lane; F) travel lane.

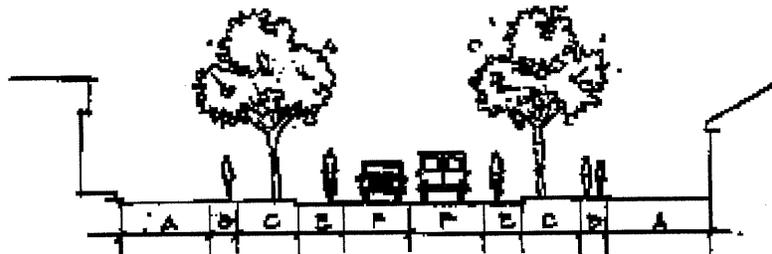


Figure 7c. Schematic sketch of a typical collector street cross-section. Table 1 lists the recommended dimensions of each component: A) building setback from street right-of-way; B) walkway; C) planting area; D) parking lane; E) bicycle lane; F) travel lane.

- (2) Street Layout. The Village should maintain a street grid, where feasible. In addition:
  - (a) Intersections shall be at right angles whenever possible, but in no case less than 75 degrees. Low volume streets may form three way intersections crating an inherent right-of-way assignment (the through street receives precedence) that significantly reduces accidents without the use of traffic controls.

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- (b) Corner radii. The roadway edge at street intersections shall be rounded by a tangential arc with a maximum radius of 15 feet for local streets and 20 feet for intersections involving collector or arterial streets. The intersection of a local street and an access lane or alley shall be rounded by a tangential arc with a maximum radius of 10 feet.

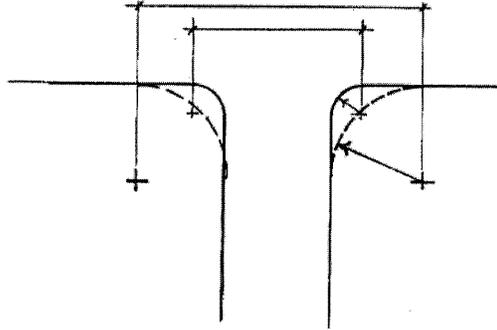


Figure 8. Plan view diagram of a street intersection. Reducing the radius of street corners slows turning vehicle traffic and shortens pedestrian crosswalks.

- (c) Clear sight triangles shall be maintained at intersections in accordance with SCDOT (if applicable) or City Standards.
  - (d) The orientation of streets should enhance the visual impact of common open spaces and prominent buildings, and minimize street gradients. All streets shall terminate at other streets or at public land, except local streets may terminate in stub streets when such streets act as connections to future phases of the development. Local streets may terminate other than at other streets or public land when there is a connection to the pedestrian and bicycle path network at the terminus.
- (3) Parking requirements. Parking areas for shared or community use should be encouraged. In addition:
- (a) In the mixed use area, any parking lot shall be located at the rear or side of a building. If located at the side, screening shall be provided.
  - (b) A parking lot or garage may not be adjacent to or opposite a street intersection.
  - (c) Parking lots or garages must provide not less than one bicycle parking space for every fifteen (15) motor vehicle parking spaces.
  - (d) Adjacent on-street parking may apply toward the minimum parking requirements.
  - (e) In the mixed residential areas parking may be provided on-site.

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- (f) One (1) off-street parking space with unrestricted ingress and egress shall be provided for each secondary dwelling unit.
- (g) .One and one-half parking spaces per each single family unit with a minimum of one space on-site and the remainder may be on-street parking. The on-site space must have unrestricted ingress and egress.
- (h) Multi-family uses must provide one parking space for every dwelling unit and 0.5 parking space for each additional bedroom over two (2).

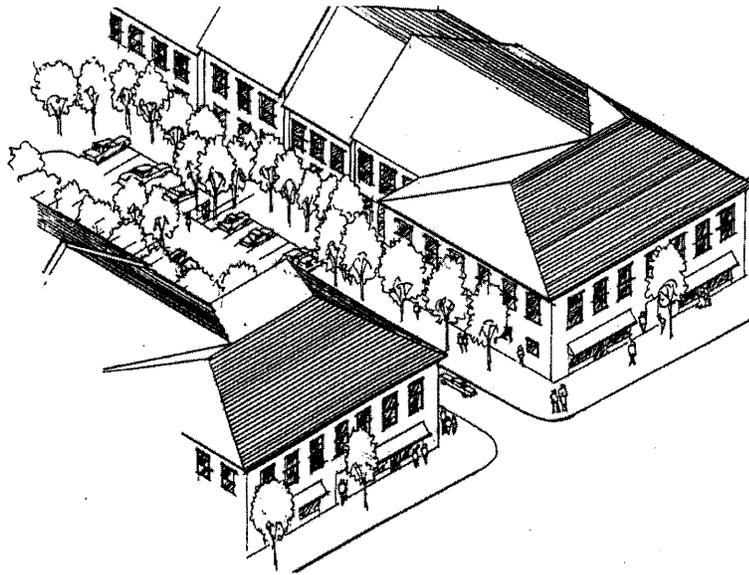


Figure 9. Aerial perspective sketch of a mixed use area integrating commercial (ground floor) and residential (second story) uses. A relatively narrow gap in the continuous "street wall" (created by the mixed use buildings) provides access from the street to a landscaped, pedestrian friendly parking lot.

- (4) Service access. Access for service vehicles should provide a direct route to service and loading dock areas, while avoiding movement through parking areas.
  - (5) Paving. Reduction of impervious surfaces through the use of interlocking pavers or porous pavement techniques is encouraged for areas such as remote parking lots and parking areas for periodic uses.
7. **Architectural Standards** - A variety of architectural features and building materials is encouraged to give each building or group of buildings a distinct character.
- a. Guidelines for New Structures:
    - (1) Height. New structures within a Village shall be no more than three (3) stories for single family residential, or four (4) stories for

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commercial, multi-family residential or mixed use. (None less than 2 stories)

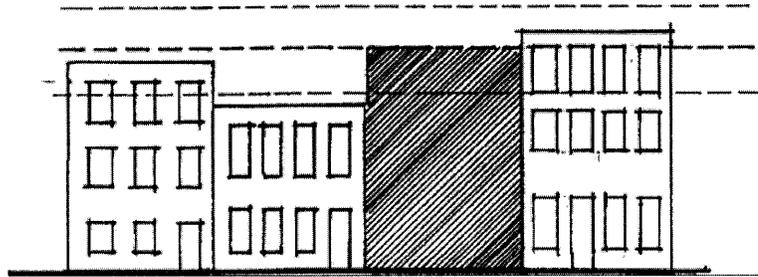


Figure 10. Schematic elevation sketch of a mixed use streetscape. To create a visually unified street wall, buildings should be no more than 30% taller or 30% shorter than the average building height on the block.

- (2) Entries and Facades:
  - (a) The architectural features, materials and the articulation of a facade of a building should be continued on all sides visible from a public street.
  - (b) The front facade of the principal building on any lot in a Village should face onto a public street.
  - (c) The front facade should not be oriented to face directly toward a parking lot.
  - (d) Porches, pent roofs, roof overhangs, hooded front doors or other similar architectural elements should define the front entrance to all residences.
  - (e) For commercial buildings a minimum of 35 percent of the front facade on the ground floor should be transparent, consisting of window or door openings allowing views into and out of the interior.
  - (f) New structures on opposite sides of the same street should follow similar design guidelines. This provision shall not apply to buildings bordering civic uses.

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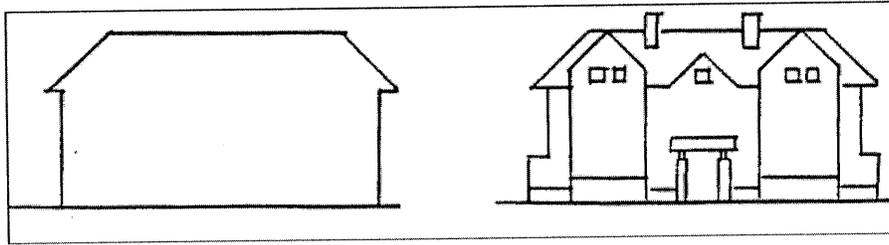


Figure 11. Schematic elevation sketches of two multi-storied buildings with equal heights and widths. Architectural details such as porches, windows and roof dormers articulate a buildings facade (right) which enhances visual quality and contributes to a human scaled development.

- b. Guidelines for garages and secondary dwelling units. Garages and secondary dwelling units may be placed on a single family detached residential lot within the principal building or an accessory building provided that the secondary dwelling unit shall not exceed 800 feet or no more than 40% of the primary building size.

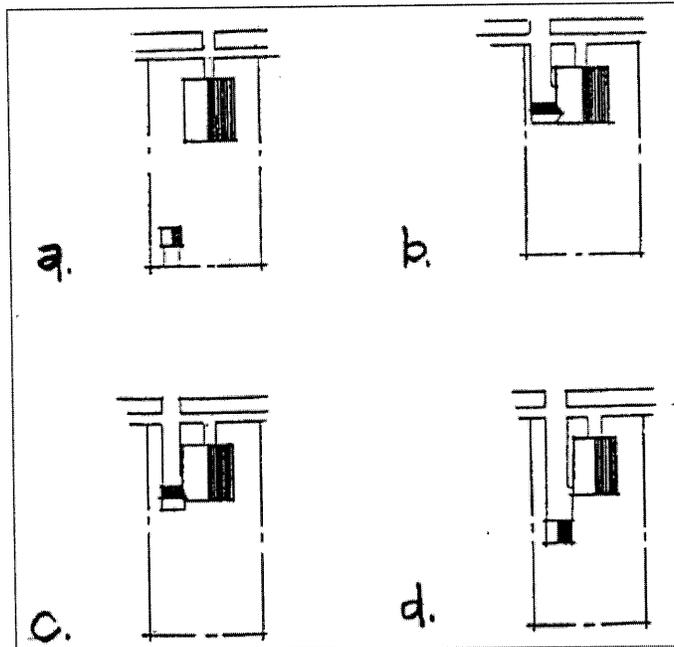


Figure 12. Plan view diagrams of four alternative garage locations on a single family housing lot: a) detached garage is accessed from an alley; b and c) attached garage is accessed from the local street, d) detached garage, behind the house, is accessed from the local street.

- c. Guidelines for exterior signage. A comprehensive sign program is required for the entire Village that establishes a uniform sign theme. Signs shall share a common style (e.g., size, shape, material). In the mixed use area, all signs shall be wall signs or cantilever signs. Cantilever signs shall be mounted perpendicular to the building face and shall not exceed 16 square feet.

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- d. Guidelines for lighting.
  - (1) Street lighting shall be provided along all streets. Generally more, smaller lights, as opposed to fewer, high intensity lights, should be used. Streetlights shall be installed on both sides of the street at intervals of no greater than 100 feet. Street lighting design shall meet the minimum standards developed by the Illumination Engineering Society and integrated with the rhythm of the street tree replacement to avoid conflicts.
  - (2) Exterior lighting shall be directed downward in order to reduce glare onto adjacent properties.
  
- 8. **Landscaping and Screening Standards** - Overall composition and location of landscaping shall complement the scale of the development and its surroundings. In general, larger, well placed contiguous planting areas shall be preferred to smaller, disconnected areas. Where screening is required by this Ordinance, it shall be at least 3 feet in height, unless otherwise specified. Required screening shall be satisfied by one or some combination of: a decorative fence not less than 50 percent opaque behind a continuous landscaped area, a masonry wall or a hedge.
  - a. Street trees. Shall be required in the tree park on average of 30 feet on center alternating each side of the street (each side of the street will be 60 feet on center).
  
  - b. Parking area landscaping and screening.
    - (1) Parking area interior landscaping. The corners of parking lots, islands, and all other areas not used for parking or vehicular circulation shall be landscaped. Vegetation can include turf grass, native grasses or other perennial flowering plants, vines, shrubs or trees. Such spaces may include architectural features such as benches, kiosks or bicycle parking.
    - (2) In large parking lots containing more than 200 spaces, an additional landscaped area of at least 300 square feet shall be provided for each 25 spaces or fraction thereof, containing one canopy tree. The remainder shall be covered with turf grass, native grasses or other perennial flowering plants, vines or shrubs.
  
  - c. Installation and Maintenance of Landscape Material.
    - (1) All landscape materials shall be installed to current industry standards, and must include a bond guaranteeing survival for one (1) year after installation.
    - (2) Maintenance and replacement of landscape materials shall be the responsibility of the property owner. Landscape maintenance should incorporate environmentally sound management practices, including the use of water and energy efficient irrigation systems such as drip irrigation and pruning primarily for plant health and public safety, replacing dead materials annually.



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- d. Materials. All plant materials must meet the minimum standards set by the American National Standards Institute in ANSI Z60.1 American Standard for Nursery Stock. Landscape species shall be indigenous or proven adaptable to the climate, but shall not be invasive species. Plant materials shall comply with the following standards:

- (1) Minimum plant size shall be as specified as follows (for the purpose of determining tree trunk size, the diameter shall be measured 6 inches above ground level):

Plant Type	Minimum Size
Evergreen tree	6 feet in height
Deciduous canopy tree	2.5 inches caliper at dbh*
Small deciduous tree	1.5 inches caliper at dbh*
Evergreen or deciduous shrubs	18 - 24 inches in height

\*diameter at breast height

- (2) Landscape materials shall be tolerant of specific site conditions, including but not limited to heat, drought and salt.
- (3) Existing healthy plant material may be utilized to satisfy landscaping requirements, provided it meets the minimum plant size specified above.
- (4) Landscape materials that are used for screening shall be of a size that allows growth to the desired height and opacity within two (2) years.

**B. Design Standards - T-3, T-2 Residential Areas**

Due to the transition from the T-4 District to T-3 District, some characteristics of both Design Standards, T-4 and T-3, will occur within the T-3 District. This same phenomenon will occur between T-3 and T-2 Standards.

**1. Purpose and Intent**

Left to its own workings some of the real estate development industry is likely to produce development that is not coordinated well with adjacent buildings and uses. These design guidelines provide a set of criteria to evaluate the appropriateness of proposed changes to individual buildings, properties and land use activities in a designated area or community. The ultimate goal of design guidelines is to direct physical and visual changes to create an architecturally and physically cohesive area of specified character. Design guidelines are meant to create a strong identify for the area as a distinctive place to shop, visit, work and live. Design guidelines are a means of bringing together the interests of individual property owners and the general public to achieve mutual benefits.



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These guidelines are intended to help site planners and urban designers look beyond their individual buildings and single parcels of land, to shape the physical features of their development in a manner consistent with preferred principles of community design. The guidelines seek to help unify what would otherwise become a disparate and irreconcilable collection of land uses and architectural traditions.

### 2. Site Planning

The site plan, building design and landscaping of new development should achieve high quality appearance that will enhance and be compatible with the character of the surrounding area.

Site planning and design of projects proposed (adjacent to dissimilar land uses) should carefully address the potential undesirable impacts on existing uses. These impacts may include traffic, parking, circulation and safety issues, light and glare, noise, odors, dust control and security concerns.

### 3. Site Grading

- a. Developments should be designed to fit the existing contours and land form of the site and to minimize to reduce visual impacts and erosion. Where cut and fill is required, balancing the cut and fill is highly encouraged.
- b. Abrupt or unnatural appearing grading is strongly discouraged. Avoid the creation of harsh, easily eroded banks and cuts.
- c. The height and length of retaining walls should be minimized and screened with appropriate landscaping. Tall, smooth faced concrete retaining walls should be avoided in highly visible areas. Terracing should be considered as an alternative to the use of tall or prominent retaining walls, particularly in highly visible areas on hillsides.
- d. Disturbed areas that are not used for roads, buildings or other auxiliary uses should be replanted.

### 4. Drainage

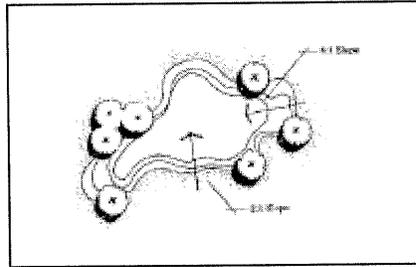
- a. Natural on site drainage patterns should be used where practicable. Detain runoff with open, natural drainage systems where possible.
- b. Design manmade lakes and stormwater ponds for maximum habitat value and/or to serve as amenity features (See Figure 1)



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Figure 1 - Drainage Feature as an Amenity



5. Retaining Rural Residential Character

- a. Where possible, barns and other agricultural outbuildings in reasonably good condition and which contribute to the rural character of the area should be retained on the site.

6. Architectural Design

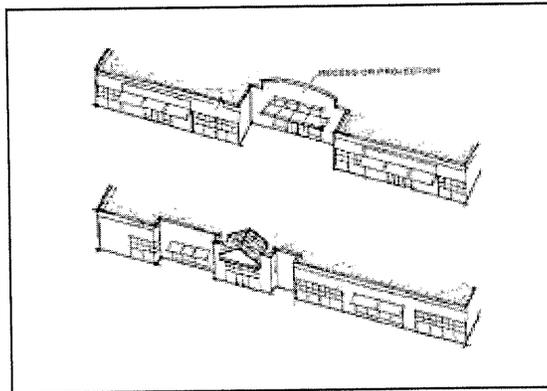
- a. Architectural design should be compatible with the developing character of the neighboring area. Design compatibility includes complementary building style, form, size, color, materials and detailing.
- b. The designer should consider each of the following contexts as part of the design process:
  - (1) Size (the relationship of the project to its site);
  - (2) Scale (the relationship of the building to those around it);
  - (3) Massing (the relationship of the building's various parts to each other);
  - (4) Fenestration (the placement of windows and doors);
  - (5) Rhythm (the relationship of fenestration, recesses and projections);
  - (6) Setback (in relation to the setback of immediate surroundings);
  - (7) Materials (their compatibility with the historic district); and
  - (8) Context (the overall relationship of the project to its surroundings).
- c. Efforts to coordinate the height of buildings and adjacent structures are encouraged; this is especially applicable where buildings are located very close to each other. It is often possible to adjust the height of a wall, cornice, or parapet line to match that of an adjacent building. Similar design linkages, such as window lines, should be placed in a pattern that reflects the same elements on neighboring buildings.
- d. Diversity of architectural design should be encouraged. "Theme" or stylized architecture which is characteristic of a particular historic period or trend is discouraged, unless the existing building or site is historically important to the district or necessary for architectural harmony.

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- e. Multiple buildings on the same site should be designed to create a cohesive visual relationship between buildings.
- f. Long or continuous wall planes shall be avoided, particularly in pedestrian activity areas, where buildings should exhibit more detail and elements appropriate for close range pedestrian view. Outside of pedestrian retail districts, building surfaces over two stories high or 50 feet in length should be relieved with changes of wall plan (i.e., recesses and projects, see Figure 9) that provide strong shadow or visual interest.

Figure 2 - Recesses and Projections



### 7. Building Materials, Finishes and Colors

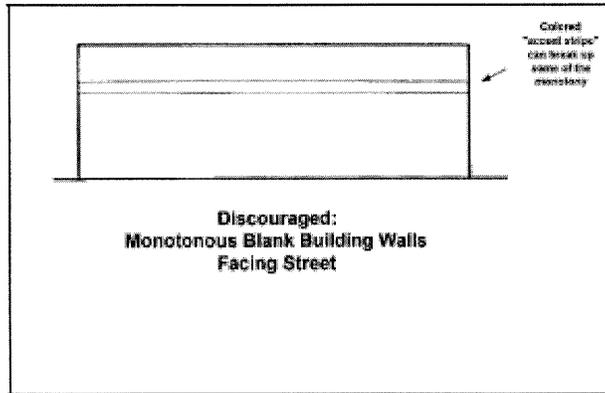
- a. All sides of a building may have an impact on its surroundings and should be considered for treatment with an architectural finish of primary materials (i.e., brick, wood and stone) unless other materials demonstrating equal or greater quality are used. As a general rule, front facades should be at least 80 percent brick and stone. Side facades should be at least 50 percent brick and stone. Rear facades do not have a minimum requirement for primary materials and can consist entirely of secondary materials (e.g., stucco). Tertiary materials (i.e., wood and metal) should be used for decorative elements and trim only.
- b. Exterior building materials on the primary structure should not include smooth faced concrete block, tilt up concrete panels or prefabricated steel panels.
- c. The following types of building materials should not be used: highly reflective, shiny or mirror like materials; mill finish (non-colored) aluminum metal windows or door frames; exposed, unfinished foundation walls; exposed plywood or particle board; and un-plastered, exposed concrete masonry blocks.

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- d. Material or color changes generally should occur at a change of plane. Piecemeal embellishment and frequent changes in material should be avoided.
- e. A horizontal accent stripe (e.g., foot wide stripe of different color, see Figure 3) should be used to help reduce the monotonous color and break up the appearance of large building walls.

Figure 3 - Monotonous Blank Building Walls

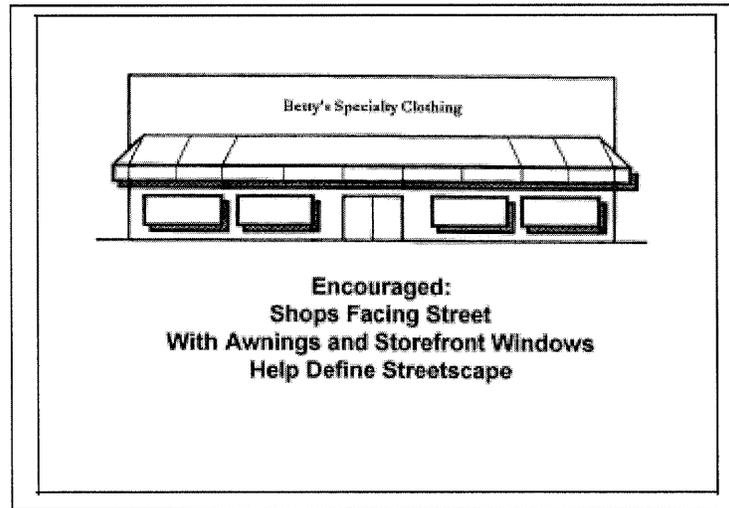


- f. Facade colors should be low reflectance, and subtle, neutral, or earth tone colors. High intensity colors, metallic colors, black or fluorescent colors should not be used. Building trim and accent areas may feature brighter colors, including primary colors, provided that the width of the trim shall not exceed four feet.
- g. Building colors should be carefully chosen so that each building color complements that of its neighbors. Colors can be classified as the base color (used on the majority of the building surface), trim color (used on the window trim, fascia, balustrades, and posts), and accent color (used on signs, awnings and doors). The base color should consist of more subdued earth tones or brick shades. Trim colors should have contrasting lighter or darker shade than the base color. If natural brick is used, it should not be painted.
- h. The use of awnings on buildings is recommended to provide much needed protection from sun, wind and rain, and to improve aesthetics of the building exterior. (See Figure 4)

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Figure 4 - Awnings and Storefront Windows



- i. It is recommended that awnings be constructed with a durable frame, covered by a canvas material. Aluminum and other metal canopies are acceptable in most instances, particularly when integrated into shopping center designs. Flameproof vinyl, canvas or metal awnings and canopies may be used.
- j. Solid colors are preferred over striped awnings, but striping is permitted if colors complement the character of the structure or group of buildings.
- k. Awnings are encouraged for first floor retail uses to provide architectural interest and to encourage pedestrian activity. Where awnings are used, they should be designed to coordinate with the design of the building and any other awnings along the same block face.
- l. The design of fences and walls shall be compatible with the architecture of the main building(s) and should use similar materials. All walls or fences 50 feet in length or longer, and four feet in height or taller, should be designed to minimize visual monotony by changing plane, height, material or material texture, or significant landscape massing. Chain link fencing is discouraged. Use of special fencing design or materials should be discussed in cases where site security is paramount. If used, chain link fences should be vinyl coated (black or green colored vinyl encouraged).
- m. All garbage dumpsters and other similar areas devoted to the storage of waste materials should be screened on three sides of said dumpster or area, with a minimum six foot high solid wooden fence or a wall constructed of materials substantially similar in appearance to the building on site. In addition, said dumpster areas should be gated on the fourth side with a material that provides opaque screening.

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8. Automobile Related Establishments

- a. Auto service facilities should not have their service bays facing the street, and parking for all uses should be located to the side or rear of the building rather than in the front yard. Service areas and/or service bays should be screened or sited so they are not visible from the street.
- b. Vehicles under repair should be kept either inside a structure or in an area that is screened from view from the street.
- c. Service areas shall provide adequate queuing space that does not impede vehicle circulation through the site or result in vehicles stacking into the street.
- d. Perimeter and security fencing, when needed, should be constructed of attractive materials that are compatible with the design and materials used throughout the project.
- e. Razor wire or electric fencing should not be used and chain link fencing is discouraged, but if used should be vinyl coated and include plantings to create a "living fence".
- f. Separate structures on the site (i.e., canopy, car wash, cashier's booth, etc) should have consistent architectural detail and design elements to provide a cohesive project site. If a car wash is incorporated into the project, it should be well integrated into the design. The car wash opening should be sited so that it is not directly visible as the primary view from the street into the project site.
- g. Where permitted, the outside storage or display of vehicles, equipment and merchandise to be rented, leased, or sold, including manufactured home sales, should be visible along no more than 30 percent of the frontage of the property abutting a highway or street, excluding approved driveway entrances and exits. Screening may be accomplished by using a natural vegetative buffer; a building; an earthen berm; a 100 percent opaque, solid wooden fence or wall; or a combination of these screening methods. The use of low lying landscaping that does not screen the display areas from the public view right-of-way would not comply with this guideline.

9. Industrial Districts

- a. Industrial districts are typically laid out in a gridiron of large blocks, 1,000 to 2,000 feet long and 400 to 1,000 feet deep. Road rights-of-way should be 80 to 100 feet for major roads and 60 feet for secondary roads. Curves and radii shall be large enough to accommodate large trailer trucks.

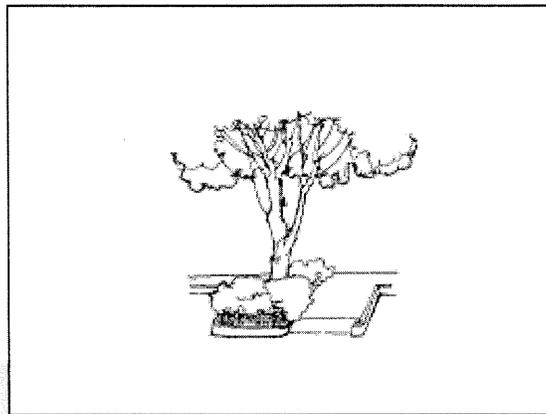


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- b. All areas devoted to the outside storage of vehicles, merchandise, and/or equipment that are not intended for display, or for public rent, lease or sale shall be screened from view from the right-of-way of the highway or public road along the entire property frontage, except in areas where access crossings have been approved. A view from the public right-of-way shall not be deemed to comply with this requirement.
10. Parking Lot Landscaping
- a. Parking lots that face a street should be partially screened from the street by a low fence, wall, hedge, berm or vegetated buffer. If a parking lot fronts an arterial or major collector street, and is of such a size that it dominates views from the fronting arterial / collector street and detracts from the overall streetscape and community appearance, then the parking lot should be screened or buffered with vegetation in its entirety from view along the fronting roadway(s) within the required right-of-way frontage planting strip.
  - b. Landscape islands containing at least one overstory tree, or two understory trees planted in each landscape island, should be provided within parking areas with 10 or more spaces and located in such a manner so as to divide and break up the expanse of parking areas (See Figure 5). One landscape island should be located at the end of each row of parking spaces in the interior of the parking lot. In addition, one parking lot landscape island should also be provided for every 150 linear feet of parking spaces, whether at the periphery or in the interior of the parking lot. Each landscape island should be of sufficient shape and size so that one overstory tree or two understory trees will fit within the island. No portion of an island should be less than three feet in width.

Figure 5 - Parking Lot Landscaped Island



**Source: DeChiara and Koppelman 1984.**

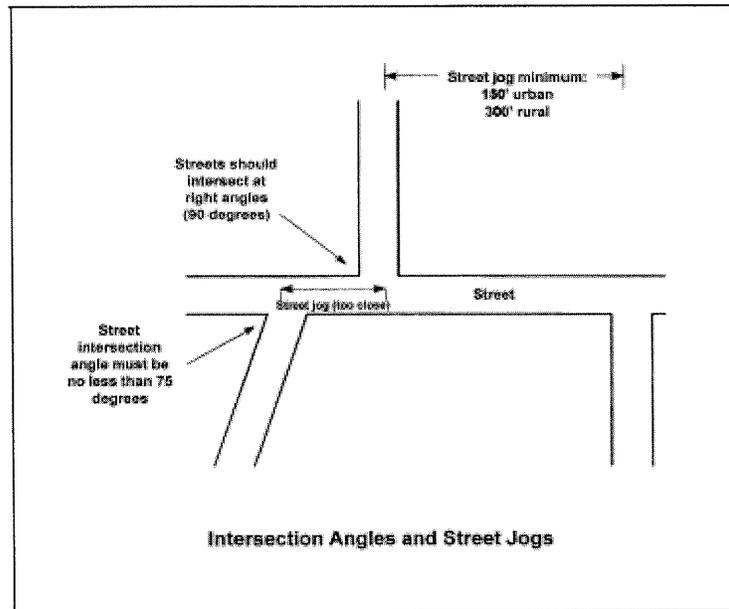
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C. Subdivision Standards

1. Standards and Configuring of New Streets
  - a. Street Alignment, Intersections and Jogs. Streets shall be aligned to join with planned or existing streets. Under normal conditions, streets shall be laid out so as to intersect as nearly as possible at right angles (90 degrees), but in no case shall such a street intersection be less than 75 degrees. Where street offsets or jogs cannot be avoided, offset "T" intersections shall be separated by a minimum centerline offset of 150 feet in urban areas and 300 feet in rural areas. (See Figure 1)

Figure 1 - Intersection Angles and Street Jogs



- b. Continuation of Existing Streets and Connections. Existing streets and their rights-of-way shall be continued at the same or greater width, but in no case less than the required width.
- c. Street Plans for Future Phases of the Tract. Where the plat or site plan proposed to be subdivided or developed includes only part of the tract owned or intended for subdivision or development by the subdivider or land developer, a tentative plan of a future street system for the portion not slated for immediate subdivision consideration consistent with the Conceptual Master Plan shall be prepared and submitted by the subdivider or land developer.
- d. Dead End Streets and Cul-De-Sacs. Streets that dead end shall terminate in a cul-de-sac, unless otherwise approved by fire officials. Cul-de-sacs and dead end streets are discouraged, and may be approved upon a showing that topography or other considerations interfere or make impractical a

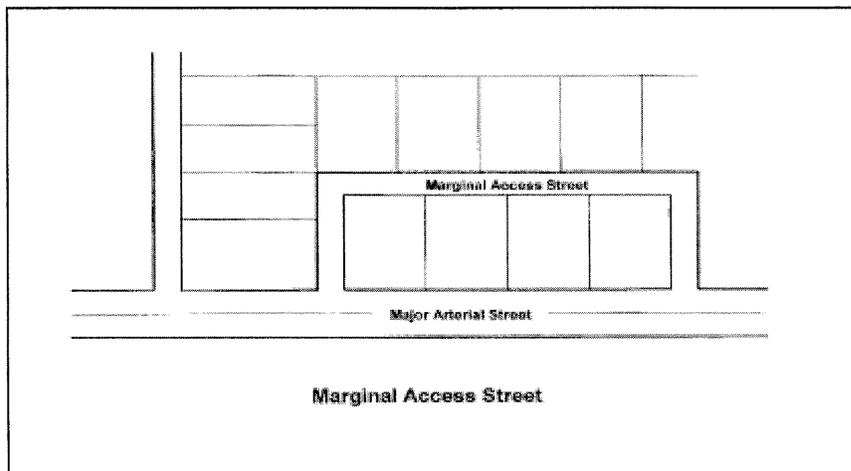
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connection to another street. The maximum length of such streets shall be 600 feet in urban areas and 1,200 feet in rural areas. Streets that are planned to continue at some future date shall provide a temporary cul-de-sac as customarily required by the City Manager or his/her designee in other city subdivisions.

- e. **Marginal Access Streets.** Whenever a major subdivision is proposed abutting the right-of-way of a U.S. or State highway, a marginal access street approximately parallel and adjacent to such right-of-way may be required by the City Council at a distance suitable for the appropriate use of land between such marginal access street and highway right-of-way. The City may also required a 20 foot no access easement and planting strip along the major arterial street to ensure that lots fronting on said street do not have access thereto. (See Figure 2)

Figure 2 - Marginal Access Street



- f. **Alleys and Service Access.** Alleys may be provided. If they are provided, they must be paved, unless otherwise approved by City Council at Master Plan submission. Dead end alleys shall be avoided where possible; but if unavoidable, they shall be provided with adequate turn around facilities. Service access shall be provided to commercial and industrial developments for off street loading, unloading and parking consistent with and adequate for the uses proposed.

2. **Requirements for Streets**

- a. **Bridges.** Bridges on public rights-of-way shall meet current American Association of State Highway and Transportation Officials standards, as determined by the City Manager or his/her designee.
- b. **Grading and Stabilization of Street Rights-Of-Way.** When a new public street is proposed, all trees, brush, stumps, rocks or other debris shall be



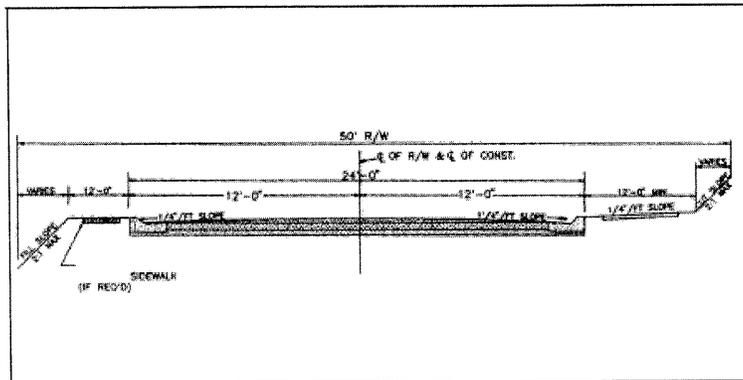
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cleared from the street right-of-way, except in cases where trees are required to be preserved by the Director in a manner acceptable to the City Manager or his/her designee. All streets shall be graded to lines, grades and cross sections approved on plans. All un-surfaced disturbed portions of street rights-of-way shall be stabilized by seeding, fertilizing and mulching or by another equally effective method.

- c. Radius at Street Intersections. The right-of-way radius at street intersections shall be a minimum of 15 feet, with larger radii for streets serving non-residential development, as approved by the City Manager or his/her designee. The minimum pavement (curb) radius at street intersections shall be 25 feet.
- d. Street Grades. No street grade shall be less than one percent. No street grade for an arterial or collector street shall exceed eight percent. No other local street grade shall exceed 12 percent, unless the City Manager or his/her designee finds that due to topographic conditions, a steeper grade is necessary, in which case the street grade shall not exceed 15 percent.
- e. Minimum Street Right-Of-Way and Pavement Widths. Street right-of-way and pavement widths shall at minimum meet the following:

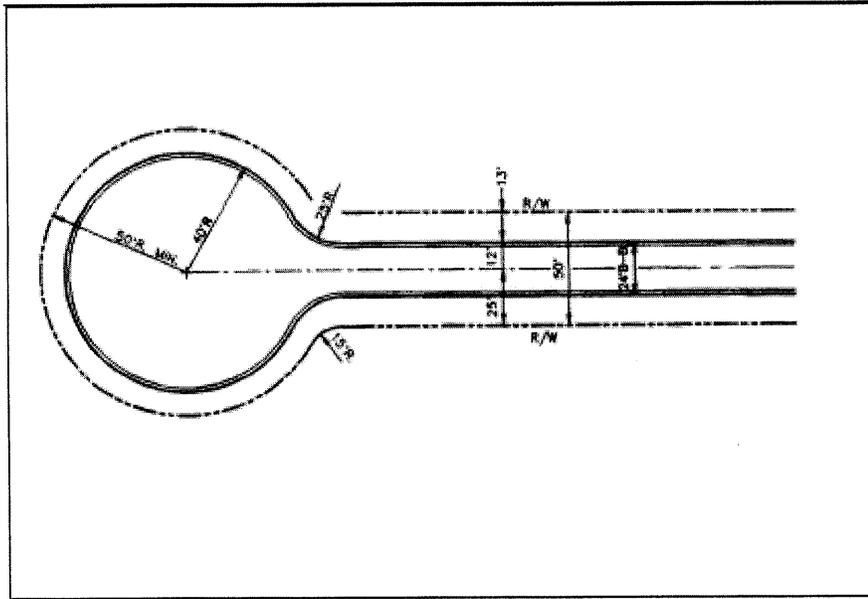
Street Type	Min. R-O-W Width	Min. Pavement Width
Major arterial street	100	48
Collector Street	60	24
Local street with curb & gutter	50	24 (back of curb to back of curb)
Local street without curb and gutter	60	22
Cul-de-sac turn around radius	50	40 (back of curb)
Alley	20	16

Figure 3 - Residential Street with Curb and Gutter (Cross Section Detail)



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Figure 4 Cul-De-Sac Detail



- f. Street Horizontal Alignment and Curves. Street horizontal alignments and reverse curves shall at a minimum meet the following:

Street Type	Min. Horizontal Radii of Center Line Curvature*	Min. Tangents Between Reverse Curves*
Major arterial street	1,250	250
Collector Street	500	100
Local street with curb & gutter	100	50
Local street without curb and gutter	100	50
Dead End Street	100	50

\*These standards may be altered with permission from the City Manager or his/her designee.

3. Curb Cuts and Access Specifications

- a. Entrance Improvement Specifications. Roadway entrances and improvements, including necessary acceleration and/or deceleration lane(s) and right/left turn lanes, shall be designed, installed and maintained as approved by SCDOT, as applicable, or the City Manager or his/her designee, in accordance with State or City specifications. All entrances or exits or any street or driveway, public or private, from or to any state highway shall be approved by the SCDOT or the City Manager or his/her designee prior to the construction of such entrances or exits and prior to the issuance of any land use permit or building permit for any improvement to

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be served by such entrances or exits. All entrances or exits of any street or driveway, public or private, from or to any City street shall be approved by the City Manager or his/her designee prior to the construction of such entrances or exits and prior to the issuance of any land use permit or building permit for any improvement to be served by such entrances or exits.

- b. **Curb Cut Specifications.** No curb cut or access driveway shall be permitted to be located closer than 100 feet to the nearest existing or proposed right-of-way of any intersecting roadway, or closer than 40 feet to a side property line unless the lots involved are less than 60 feet in width, or the adjacent property owner is in agreement with the encroachment of the driveway. Curb cuts or access driveways shall be no narrower than 24 feet from back of curb to back of curb. Strict adherence to these requirements may not be practical in all instances as determined by the City Manager or his/her designee. The City Manager or his/her designee may limit the maximum width of a curb cut to a parcel as necessary when it is deemed to be of benefit to the safety and welfare of the public.

The following factors may be considered during the review and approval of a specific location of an entrance: the location of existing or planned median breaks; separation requirements between the entrance and major intersections; separation requirements between other entrances; the need to provide shared access with other sites; the need to align with previously approved or constructed access points on the opposite side of the street; and the minimum number of entrances needed to move traffic onto and off the site safely and efficiently.

- c. **Access Along and Near Divided Highways.** Where a divided highway exits or is planned, the following access standards shall be met (See Figure 5).

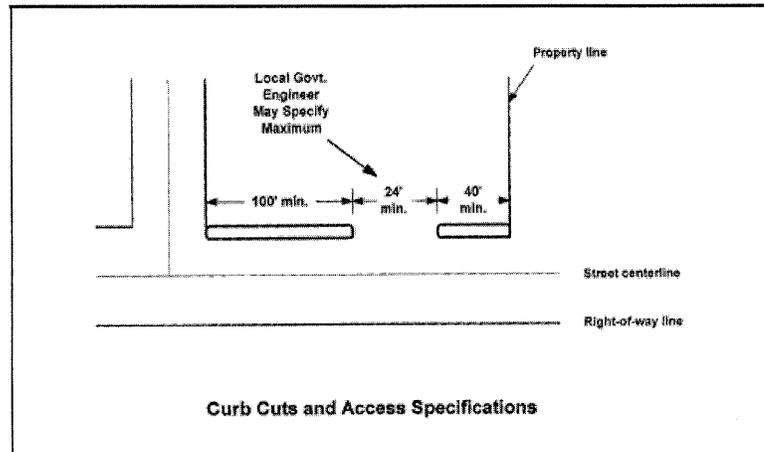
Minimum Access Separation Requirements	Distance (Feet)
Curb cut of driveway from street intersection with divided highway	600
Parallel frontage road from right-of-way of divided highway	450
Curb cut or driveway on a local road from right-of-way of divided highway	200
Curb cut or driveway on a local road from state highway	200
Curb cut or driveway on parallel frontage road from local road	150



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Figure 5 - Curb Cuts and Access Specifications



- d. Inter-parcel Connections. New development that contains or is intended to contain more than one building or use on site shall provide connections so that automobile trips between and among such buildings or uses can be accomplished without using the highway or major street. Where possible and practical, new developments and substantial improvements to existing developments shall provide for pedestrian and automobile access connections between adjacent properties under different ownership when the uses of the properties are of such compatibility that patrons may frequent both buildings or uses in the same vehicle trip.

4. Street Lighting

The City Manager or his/her designee may require that subdivisions and land developments in urban and suburban areas provide street lighting along all public streets and along existing streets abutting the subdivision or land development in accordance with customary spacing as provided by the local utilities in subdivisions within the City of similar characteristics. Such street lighting if required shall meet specifications of the developer with approval of the City Manager or his/her designee, unless otherwise approved by the City Council at Master Plan submission.

5. Street Signs

Signs for street names, directions of travel, traffic control and hazards shall be provided as directed by the City Manager or his/her designee. Street signs on exterior/boundary streets shall be installed by the City with the developer paying a proportionate share determined by the City. Street signs for interior streets of a subdivision or land development shall be installed at the subdivider or developer's expense by the subdivider or developer, subject to the approval of the City Manager or his/her designee. Signs on streets or roads under SCDOT authority must have



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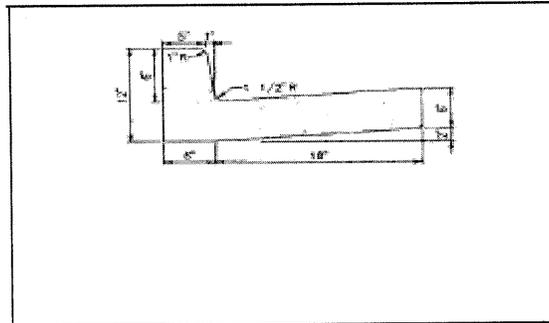
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SCDOT approval. Unless otherwise provided in standards and specifications adopted by the City at Master Plan submission, street signs shall meet the following specifications. Signs shall be constructed of aluminum sheets with reflective backgrounds. Information on the street name signs shall be readable from both sides of the sign. Signs shall be installed on a steel post. The vertical distance from the road elevation to the bottom of the sign face shall be seven feet with a minimum burial depth of three feet.

6. Curbs and Gutters

Curbs and gutters may be installed, if required, in accordance with standards and specifications of the City Manager or his/her designee, or as approved at Master Plan submission. Subdivisions consisting totally of lots intended for single family residential use containing a minimum lot size of two acres shall not require curbs and gutters, provided, however, that curbs are required for all roads when sidewalks are required by these regulations unless separated from the pavement by at least four feet, unless otherwise specified in this PUD / Development Agreement. All commercial subdivisions and the T-3 and T-4 Districts must have curbs and gutters, regardless of the size of the lots, unless otherwise approved by City Council at Master Plan submission. Curbs shall be concrete which shall be class A 3000 psi strength at 28 days. The typical curb minimum section shall be six inches by 24 inches by 12 inches. (See Figure 6)

Figure 6 - Vertical Curb Detail



All streets and roads not required to include curbs and gutters shall be graded, paved and drained to meet all construction and drainage standards for ditches, slopes and grassing according to SCDOT specifications, unless otherwise approved by City Council at Master Plan submission.

7. Sidewalks

- a. When Required. Sidewalks shall be provided, unless the City Council determines that no public need exists for sidewalks in a certain location, or as provided for in the Development Agreement or this PUD ordinance. Sidewalks shall be required when land developments and subdivisions are located within one mile of a public school. Sidewalks are required to be

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installed along one side of the street internal to a major subdivision, except in cases where the average lot size of the major subdivision is two acres or more.

- b. Location. Sidewalks shall be included within the dedicated non-pavement right-of-way of roads and shall parallel the street pavement as much as possible; provided, however, the City Manager or his/her designee may permit sidewalks to be designed and constructed so that they meander around permanent obstructions or deviate from a linear pattern for design purposes.
- c. Specifications. Sidewalks shall be a minimum of four feet wide. A median strip of grassed or landscaped areas at least two feet wide shall separate all sidewalks from adjacent curbs in residential areas.

8. Drainage and Stormwater Management

- a. General Requirements. An adequate drainage system, separate and independent of any sanitary sewer system and including any necessary ditches, pipes, culverts, inter-sectional drains, drop inlets, etc., shall be provided for the proper drainage of all surface water from all subdivisions and land developments, in accordance with the standards set forth in the Development Agreement, which incorporates the Best Management Practices of Beaufort County. Sizing and location of all drainage structures shall be the responsibility of a registered professional engineer, landscape architect or land surveyor.
- b. Location. Drainage facilities shall be located in the road right-of-way where feasible and shall be constructed in accordance with standards and specifications of the City Manager or his/her designee. Catch basins shall be located at low points of streets. Where topography or other conditions are such as to make impractical the inclusion of drainage facilities within road rights-of-way, perpetual, un-obstructed easements at least fifteen (15) feet in width for drainage facilities shall be provided across property outside the road right-of-way and with satisfactory access to the road.
- c. Discharge. Drainage shall be designed so as to avoid concentration of storm drainage water from each lot or land development site to adjacent lots, land development sites, or vacant properties. Storm water should not be discharged directly to rivers or creeks. It shall be directed toward natural drainage, or into the pond and lagoon system contemplated by the Development Agreement, consistent with the BMP standards adopted by the Development Agreement.
- d. Grading and Site Drainage. Lots or land development sites shall be laid out so as to provide positive drainage away from all buildings, and drainage for individual lots or land development sites shall be coordinated with the general storm drainage pattern for the area. Buildings and parking lots shall



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be appropriately drained so as to prevent damage to abutting properties or public streets. All disturbed or graded ground areas of a building site not used for buildings or open storage areas shall be appropriately stabilized and grassed or covered with plants or landscaping materials.

- e. Easements. Where an irrigation ditch or channel, natural creek, stream or other drainage way crosses a subdivision or land development, the subdivider or developer shall provide an easement sufficient for drainage and maintenance, which shall be in favor of the homeowners' or property owners' association, or such other entity as may be established to provide maintenance on the drainage ditch or channel, or other drainage way. Sufficiently sized easements shall be provided for all drainage facilities as approved by the City Manager or his/her designee in accordance with generally accepted engineering standards.

9. Water

- a. Generally. All habitable buildings and buildable lots shall be connected to a water system capable of providing water for health and emergency purposes, including adequate fire protection, in accordance with the requirements of the Development Agreement.
- b. Wells. In accordance with provisions of the Development Agreement, if a municipal water supply is not available to the subdivision or land development in subdivisions or land developments with a residential density of two units per acre or less and when a public water system is not available as determined by the BJWSA, individual wells may be used in a manner so that an adequate supply of potable water will be available to every lot in the subdivision or to the land development.

10. Sewer

- a. Generally. All habitable buildings and buildable lots shall be served by an approved means of wastewater collection and treatment. Each subdivision and land development shall be served by adequate sewage disposal facilities, in accordance with the provisions of the Development Agreement.
- b. Septic Tanks. In accordance with provisions of the Development Agreement, where individual on-site wastewater disposal systems are allowed under the terms of the Development Agreement, individual lot sizes and shapes must exhibit appropriate regard for the peculiar health, drainage and maintenance characteristics on the site. All septic tanks and on-site wastewater disposal systems are subject to the approval of DHEC.

11. Utilities

All utility facilities, including but not limited to, gas, electric power, telephone and cable television shall be located underground throughout the subdivision or land



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development in accordance with standards applicable to similar subdivisions unless exempted under the Development Agreement or negotiated under the terms of the City's franchise agreement with the service provider, may have these distribution lines above ground. Easements centered on rear lot lines shall be provided for utilities, private and public, and such easements shall be at least 10 feet wide, or as required by utility companies for similar subdivisions. When topographical or other conditions are such as to make impractical the inclusion of utilities along the rear lot lines of a subdivision, lot or land development site, perpetual unobstructed easements of at least 10 feet in width, or as required by the utility, shall be provided along side lot lines with satisfactory access.

12. Open Space

The Open Space requirement for the Conceptual Master Plan / PUD is a minimum of twenty-five (25%) percent of the gross area of the total acreage of the property. The open space shall be calculated for the PUD based on the total PUD and not on a site specific basis as each development plan or subdivision is brought forward for consideration. Each individual development plan or subdivision shall provide at least fifteen percent (15%) open space until such time as twenty percent (20%) of open space is identified and platted, at which time the required, site specific, open space shall be reduced to ten percent (10%). UDO Ordinance Section 7.4 - Planned Unit Development (PUD) Standards requires that fifty (50%) percent of the open space be improved for passive and/or active recreational use. Open space which qualifies shall be as follows:

- a. Road rights-of-way that include trails, sidewalks, bike paths and the like (excluding the paved road). (Active)
- b. Roadside and median tree parks. (Passive)
- c. Landscape and buffer areas between land uses. (Passive)
- d. Golf courses and practice areas: 50% of active play areas of golf courses and practice areas; 100% of fairway and other golf course buffers (both Active and Passive).
- e. Ponds, lagoons and drainage easements which have recreational utility. (Both Active and Passive)
- f. Utility rights-of-way or easements that have recreational utility. (Both Active and Passive)
- g. Fifty percent (50%) of Freshwater and Kings Grant Saltwater non-jurisdictional and jurisdictional wetlands. (Passive)
- h. Wetland buffers and perimeter buffers (Passive, unless with trails)
- i. Trails, bicycle and pedestrian (adjacent spaces). (Active)
- j. Active and passive park areas (including ancillary facilities).
- k. Outdoor pool, water splash parks (including decks) (Active)
- l. Tennis facilities (including ancillary facilities) (Active)
- m. Playground facilities. (Active)
- n. Community fishing, crabbing, boat docks, community garden plots, flower and greenhouse production facilities. (Active)
- o. Other such recreational amenities. (As determined)



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The developers of the private recreational communities within the Conceptual Master Plan / PUD may develop internal recreational facilities as part of the open space and recreational requirement, which may only be for the use and enjoyment by the property owners and their guests. Although not a requirement for qualifying as open space, the private residential communities shall be encouraged to allow others access to the internal recreational facilities, such as neighboring school teams, soccer leagues, softball leagues, etc.

13. Setbacks and Buffers:

Internal residential and non-residential setbacks and buffers shall meet the minimum requirements established in this Conceptual Master Plan / PUD documents within the several design districts; there are also specialized buffers, such as the perimeter buffer, which shall apply only to the perimeter of the PUD boundaries, and the natural resource buffers and setbacks. Buffers related to PUD internal wetland mitigation buffers or setbacks shall apply in accordance with the Mitigation Agreement reached with the applicable Agency or by law. The following standards shall apply where indicated:

- a. Perimeter Setback and Buffers at Adjacent Creeks, Rivers, Internal Water Systems and Marsh:
  - (1) Setbacks and buffers from the OCRM Critical Line shall be fifty (50) feet for Single Family Residential structures;
  - (2) Setbacks from the OCRM Critical Line shall be one hundred (100) feet for Multi-Family and Non-Residential structures, buffers shall be fifty (50) feet, other than areas noted below.
  - (3) Where associated with the waterfront village areas and Community Riverfront Boatyard District and at all waterfront development in the internal water system (non-jurisdictional) either residential, non-residential or non-residential with residential above their shall be no buffer requirements and setbacks shall vary to a minimum of twenty-five (25) feet with an average of forty (40) feet. This can only be approved with the development of a drainage system which captures runoff and directs it to an internal drainage system which meets BMP standards as established in the City's UDO resulting in a filtered runoff from the system. Promenades, trails, gazebos, seating areas and picnic areas are allowed to penetrate the buffer areas.
  - (4) All roads, bike paths, leisure trails and pedestrian pathways shall be allowed to penetrate the setbacks from the OCRM Critical Line to access the property, provided the stormwater is treated in accordance with Best Management Practice Standards.
  - (5) Setbacks and buffers for Golf Course Active Play Areas shall be fifty (50) feet. Active Play shall be those areas which are mowed and/or chemically treated daily, sand traps and accessory (non-habitable) structures and facilities such as storage sheds and ball wash machines. The Golf Course will be designed to drain away from critical areas and provide treatment (stormwater management



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- BMPs) of stormwater prior to discharge. Treatment will be in accordance with Stormwater Management BMPs.
- (6) Other than item 3 above, selective pruning shall be allowed within the buffer and setbacks to provide views to the marsh and rivers from the Golf Course and residences.
  - (7) If runoff from the property flows toward the critical line, without being diverted and/or treated through engineered BMPs, then two-thirds (2/3) of the total buffer area shall remain in a naturally vegetated state, except as allowed below, in order to maintain the water quality function of the buffer.
  - (8) Other than in 3. above, each property owner is allowed to selective clear one third (1/3) of the total area, providing no more than a maximum contiguous area measuring seventy-five (75) feet in a horizontal distance parallel to the Critical Line.
    - (a) Selective clearing means: the clearing of tall trees except:
      - i) evergreen trees 16" or greater DBH,
      - ii) hardwood trees 8" or greater DBH
      - iii) Dogwood, Redbud and Magnolia trees 4" or greater DBH.
      - iv) Selective landscaping means that the understory and groundcover can be replaced only with landscape vegetation, including grass, that requires no chemical treatment for survival or maintenance. In addition, non-permanent structures, (such as gazebos, trellises and decks) can be located within the one third (1/3) selectively cleared area if setback thirty-five (35) feet from the Critical Line. Non-solid fences are allowed to be placed to the Critical Line.
- b. Perimeter Setback and Buffer (other than Highway 21 or waterfront):
- (1) All areas of the PUD not adjacent to the Critical Line or Highway 21 shall have a perimeter setback of twenty-five (25) feet.
  - (2) Buffers shall be fifteen (15) feet. Within these buffers existing trees and understory vegetation shall be retained wherever possible. If sufficient natural vegetation does not exist, plant back requirements shall be determined at the time of final development plan application. Required buffer planting shall be determined and installed on a phase by phase basis.
- c. Perimeter Buffer and Setbacks at Highway 21:
- (1) The frontage setbacks shall be seventy-five (75) feet from the Highway 21 right-of-way line measured perpendicularly. The side and rear setbacks shall conform to the PUD Standards for setbacks, or the UDO, whichever is less.
  - (2) The buffer shall be seventy-five (75) feet from the Highway 21 right-of-way line measured perpendicularly to that line. Unless a vegetative planting / treescape plan is approved by City Council at Master Plan Phase, these buffers shall be retained as natural /



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- undisturbed areas. Where existing tree and vegetation does not reach 80% opacity, a supplemental vegetative buffer planting shall be established that will meet the 80% opacity standard within five (5) years. The buffer shall be designed and certified by a Licensed Landscape Architect in the State of South Carolina so that the opacity requirement will be met. This buffer may be penetrated by an entrance road, but such entrance shall be landscaped to the depth of the buffer. The entrance shall also be designed by a Licensed Landscape Architect in the State of South Carolina.
- (3) No new access points on Highway 21 other than right-in and right-out only access unless otherwise approved by City Council at Master Plan Phase.
  - (4) No signage shall be allowed in the Highway 21 corridor buffer (except required SCDOT signage). City Council may approved, in its sole discretion, a signage program as part of a Master Plan submission.
- d. General notes on development permitted within the buffers other than listed above:
- (1) Pedestrian and/or vehicular access ways to docks, fishing/crabbing piers, boat landings, other approved water/marsh uses, provided that only permeable or semi-permeable paving materials are used for vehicular access ways;
  - (2) That portion of docks, fishing piers, boat landings, or other approved water/marsh uses that by design must tie into the high ground adjacent to the marsh/water;
  - (3) Use of grass swales or other BMPs practices rather than drainage pipes are required unless a drainage pipe is an outfall from a detention, retention or filtration system;
  - (4) Approved flood control and erosion control devices and other activities related to soil and water conservation. Proper installation and maintenance is required;
  - (5) All utility lines provided that such lines are buried underground within the buffer and the area is replanted with vegetation. This requirement may be waved by the Zoning Administrator;
  - (6) Playground equipment, benches, picnic tables and other similar furniture related to recreation or incidental residential use provided the ground surface remains permeable or water is diverted away from the buffer;
  - (7) Roads leading to bridges or causeways that cross the waterway provided the road are configured to minimize disturbance into the buffer, provide all shoulders are grassed or runoff is effectively diverted away from the Critical line, i.e. curb and gutter and treated prior to discharge into adjacent water.
  - (8) All structures and the like permitted through DHEC-OCRM Critical Area Permitting requirements shall be permitted with the buffer areas.



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14. Silviculture:

This designation allows for continuation of managed forestry. Silviculture includes the practice of planting, culture and harvesting of trees for the purpose of producing wood fiber and timber. Generally accepted methods for forest management are permitted, including wildlife management, construction and use of forest roads and practices to promote health and growth of trees. This management shall include controlled burns. See the Development Agreement for further consideration of this practice. Silviculture uses may continue up to the time a subdivision plat is recorded.

15. Wetlands:

This designation allows the following uses within wetlands. Freshwater wetlands and saltwater wetlands on the property shall be those areas over which the U. S. Army Corps of Engineers claims 404 jurisdiction for freshwater wetlands and OCRM claims jurisdiction for saltwater wetlands. The use of these lands is regulated by the U. S. Army Corps of Engineers (USACOE) and the South Carolina Department of Health and Environmental Control Office of Ocean and Coastal Resource Management (SCDHEC / OCRM), and unless restricted via a future Memorandum of Agreement (MOA) to the contrary, the following are Permitted Uses:

- a. Open space and buffers.
- b. Conservation areas.
- c. Activities in all areas as permitted by the U. S. Army Corps of Engineers and the South Carolina Department of Health and Environmental Control, Office of Ocean and Coastal Resource Management.
- d. Disposal of reclaimed water as permitted by SCDHEC.
- e. Stormwater control and management.
- f. Boardwalks, trails, bridges and other permitted structures.
- g. Game Management.
- h. Silviculture.
- i. Causeways for road crossings, trails or others as permitted by the Agencies listed above.



**Exhibit A**  
**Historic Sites Study**

11-1-11 11:11 AM

## HISTORIC SITES ON CLARENDON PLANTATION PORT ROYAL ISLAND, BEAUFORT COUNTY, SOUTH CAROLINA

Clarendon Plantation is made up of all or parts of a number of pre-Civil War plantations. From north to south they are Old House, on Whale Branch below Middle River; Roseland, between Old House and the railroad; Cedar Hill, on Whale Branch south of Old House; Clarendon, south of Cedar Hill; Grays Hill, east of Cedar Hill and Clarendon; Capers, south of Clarendon; and Woodward, which extends south into the Laurel Bay Naval Housing Area. Before the establishment of Laurel Bay, Clarendon included Woodward and portions of Laurel Bay Plantation. Big Barnwell Island and Little Barnwell Island were historically attached to Old House and are also part of Clarendon.

The modern Clarendon Plantation began in 1927 when Warren H. Corning, of Cleveland, Ohio, bought Woodward Plantation as a hunting property. He and his brother Henry added more plantations over the next eight years, finally owning over 3,000 acres on Port Royal island. Unlike many winter residents, Henry Corning spent time here throughout the year. In 1934 he had a grand new residence built on Cedar Hill, which was designed by a well-known country house architect, Willis Irvin of Augusta. The house was ideal for hunting parties, with gun room and game rooms, restaurant-quality kitchen, and comfortable bedroom suites.

Corning had a landscaping plan drawn up by Umberto Innocenti of Long Island, who was as popular as Irvin among the winter colonies of Aiken and the Lowcountry. He laid out an open lawn facing Whale Branch, and a formal garden and entry court at the land entrance to the house. A curious feature of Clarendon's landscape is that the house is not on line with the oak avenue from the public road to Cedar Hill. The avenue terminates in a grove of oaks, where there must have been an earlier building complex set inland from Whale Branch.

The Corning brothers took the name of one plantation for their entire property. The first record of the original Clarendon is a deed of 1865, when the 341-acre plantation was being sold by John S. Pyles and his wife Elizabeth, both of New York City. Pyles was a Beaufort merchant who had remained loyal to the Union when South Carolina seceded. As the war went on, Beaufort was virtually deserted except by soldiers, and even the Pyles family left. But unlike their secessionist neighbors, who retreated to inland South Carolina, the Pyles moved to New York. Their fine residence, like Beaufort's other grand houses, was occupied by Union officers or friendly civilians, but the Pyles' property was not sold for taxes. Their sale of Clarendon was voluntary, and they did not return to South Carolina.

The historic sites on today's Clarendon Plantation reflect the early planters' preference for building a principal residence on high ground close to deep water, with a family burial ground nearby. Plantation burial is frequently thought of as a response to the difficulties of travel in the days before bridges and good roads, but it was more often a deliberate choice. Even in Colonial times it was not unusual for a family member to be carried some distance to be buried in a plantation cemetery.

The Hatcher Cemetery was established on a southeast-facing bluff that later became part of Pyles' Clarendon. Very little information has been found about the site. It is known that Hatchers were some of the earliest landowners in Beaufort County, with grants as early as 1700, and were among

Beaufort's prominent families before the Revolution. Hatcher men served on the vestry of St Helena's Parish Church, and mustered with both the First Company, Huspah District, Prince Williams Parish Militia, and the Uhaws Company on the South Side of Port Royal River.

Cemeteries were not built in the wilderness, so it is clear that there was a permanent residence here before 1767. Tabby remnants at the base of the bluff indicate a dock or landing immediately adjacent to the house. The house may have been small, but would have been well-built of wood or brick. The amount of brick scattered nearby indicates that it was probably set on a foundation of brick piers; brick would have been used in the chimneys even if the foundation was tabby.

Only two gravestones remain in the Hatcher Cemetery. James Hatcher, Sr., was buried in 1767, and an impressive brick vault was placed on his grave. In 1772, his granddaughter Sarah Stevens lost her child, 9-month-old Charlotte Ann, to "a lingering illness of the measles." Sarah and her husband Daniel Stevens lived in Charleston, but may have been visiting in Beaufort or the Hatcher plantation when the baby died.

At the onset of the Revolution, Daniel Stevens left his business to serve with the Charleston Rangers, then took the post of Commissary of the Continental Regiment of Artillery in Beaufort. In 1778, while living in Beaufort, Sarah died "of a severe attack of a bilious affliction which carried her off in a few days." Only 27 years old, she had buried three children, but was survived by a young daughter and her husband, who buried her in her family cemetery. Half a century later, when Daniel Stevens wrote his autobiography, he still remembered her death as one of the most melancholy periods of his life, to be "bereft of a most endearing wife who was the solace and comfort of his days." No trace of Sarah's tombstone is visible, but the size of the plot suggests there are other graves without stones.

The Hatchers were among the earliest settlers in Beaufort and Port Royal and, judging from their house site and tombstones, were fairly prosperous. Yet by 1790, there were no Hatchers in Beaufort. A generation of daughters might have lost the Hatcher name when they married, but that doesn't explain why the family cemetery was no longer used. The Hatchers of Whale Branch were probably among the planters who moved to the south or west in search of more land during the time when Beaufort County was being consolidated into large plantations.

The other Plantation owners' cemetery on Clarendon is the Talbird burying place. Near it were the Whale Branch Plantation residence and the Talbird brickyard which is one of Clarendon's most interesting aspects. Depressions remain where clay was excavated, and brick bats are scattered at the edge of the water and into the river, indicating the location of a shipping dock.

The Talbirds were planters, public servants, and Beaufort's most prominent builders. Their achievements show their own ability as well as the skills attained by their slave craftsmen. Henry Talbot, the first member of the family in Beaufort, immigrated from Ireland before 1730, and is said to have had a royal contract for building lighthouses in South Carolina and Georgia. At some point he opened a brickyard at his Whale Branch Plantation, and "had several of his men [slaves] instructed in the trade of brick making."

By the 1750s Talbird's men were producing large quantities of brick. In 1753 he contracted with the

Trustees of Willtown Presbyterian Church (on the South Edisto River) to build parsonage houses. He was to make, burn and deliver 100,000 brick, and also carry out the construction: lay the brick, split and secure the laths, and plaster the building.

Closer to home, in 1769 Talbird was responsible for construction of a new building for St. Helena's Church. (This church was taken down and rebuilt in 1842, with the 1769 Talbird brick recycled in the replacement structure.) He laid 175,250 brick, and was paid by the vestry in 1770. The next year he bought a new sloop, *Delight*, a Port Royal-built vessel, which he kept at his landing, one of the best in the vicinity.

Whale Branch Plantation was inherited by Talbird's daughter Mary Rhodes, whose husband was a merchant-planter, not a builder. The brickyard may have been operated by a family employec, but we have no direct evidence of production after Henry's death. Mary's brother, Col. Thomas Talbird, did become a builder, but he is known for his tabby work, not brick. He (or his slaves) built the Habersham House for Mary Rhodes, and worked on several public buildings. In 1795 Talbird built the original Beaufort Arsenal, in 1800 he made a substantial tabby wall around St. Helena's churchyard, and the next year added a new parsonage. In 1602 Talbird built the original Beaufort College building, a large tabby structure on the corner of Bay and Church Streets.

Thomas Talbird Sr., who was Col. Thomas Talbird's nephew, and also his son-in-law, followed the older man into the building trade, and built his own family's brick house in 1820. His son, fourth-generation builder Franklin Talbird, is credited with several brick buildings of the 1850s: the Edward Barnwell Means House and the Hamilton House (The Oaks), and also Brick Church on St. Helena. Franklin's correspondence reveals that he purchased brick rather than making it, so it seems certain that the old brickyard was abandoned by the mid-1850s.

Although no land records have been found, Whale Branch Plantation seems to have gone out of the Talbird-Rhodes family by 1830. However, they must have retained ownership or right of usage to the cemetery. Maybe as early as the 1820s but definitely before the Civil War, the property was acquired by members of the Capers family, and this part of Clarendon is still referred to as the Capers Tract.

Except the solitary grave of Maurice Burns, a twentieth century manager of Clarendon, all the people buried here were relatives of the interconnected Talbird, Rhodes, and Hamilton families. Several graves are unmarked, but a number of tombstones bear the trademarks of the White family of marble workers of Charleston.

The first known burial was a young son of Henry Talbird's, who died in 1756 (no marker). Another unmarked grave is that of Capt. James Doharty, a relative of Mrs. Henry Talbird. He was killed at his home on Bear Island by a party of British loyalists in early 1782, and brought to Whale Branch for burial with honors. Stones have also been lost from the graves of Henry Talbird and Mr. Ladson, the father-in-law of his son John. Markers remain for two of John's children, Capt. John Talbird (1844) and Capt. Henry Talbird (1841), and some of their close relatives.

The gravestone of Mary Talbird Rhodes, who inherited the plantation, is inscribed "Mrs. Mary

Rhodes, wife of John Rhodes Esq. of Beaufort." A similar stone marks the grave of John Rhodes. Like Mary's brothers, Rhodes, a native of England, was a substantial citizen. His mercantile firm, Rhodes & Bold, had stores in Beaufort and Charleston. Rhodes served in the General Assembly, was elected Sheriff of Beaufort District, and was a warden of St. Helena's Church.

The most prominent South Carolinian buried at Whale Branch is Paul Hamilton. A wealthy rice planter, Revolutionary War veteran, and politician, he served in the General Assembly and as governor, and in 1809 was confirmed United States Secretary of the Navy. His children would have been very desirable marriage partners, and two of them married children of John Rhodes. Because of this, Hamilton was buried in their family cemetery. His two children, Mary and Paul, were later buried here too.

Mary was married to Nathaniel Henry Rhodes. Born on Whale Branch Plantation, he had a medical degree from University of Edinburgh in Scotland, and served the South Carolina Militia as a regimental surgeon during the War of 1812. He died at the age of 35, having fathered eight children (four died young). During the summer of 1817, an epidemic of yellow fever raged at Beaufort. One-sixth of the white population died, including Dr. Rhodes. A few months later his sister Henrietta's husband Dr. Paul Hamilton Jr, died of the fever. Both the young widows remarried.

Henrietta Rhodes Hamilton's second husband was an Episcopal rector, William Taylor Potter. At her own death, he buried her near her first husband, and placed a fine Boston-made stone to mark her grave and that of their daughter. Mary Hamilton Rhodes remarried Richard B. Screven of Grahamville, and had two more children. Mary too was buried in her first husband's plot, rather than in the family cemetery of her second husband. Near Mary is buried her son John Rhodes, a medical school graduate, who died of fever at age 21. John's marker is still in place, but his mother's has been lost.

Located between the two planter's cemeteries is the Capers Cemetery, which began before the Civil War as a slave cemetery. The stones found here are all fairly modern, because the earliest graves would have been marked only by wood, shell, or even plantings.

The reason the Capers Tract has also been called Beverly Plantation is unknown. The name Beverly may have arisen during the 1860s, when most of the plantations on Port Royal Island were sold by the Federal Government to settle the large tax levies which it had applied. Some plantations were sold to speculators, and some were surveyed and divided into small farms for purchase by former slaves. The legal descriptions of these nine or ten-acre lots, such as "Lot # 57 in Section 19, Township 1 North and 2 West, as conveyed by the U. S. Direct Tax Commissioner of South Carolina by Certificate # 1592" refer to the grids laid over earlier plantation lines by federal surveyors. Both Laurel Bay and Old House were divided in this fashion. Many of the small farms were sold by the heirs of the original grantees in the 1930s, but a few of them retained ownership. Some of their families continue to use the Jones Field Cemetery, which lies on Old House and probably began as a burial ground for Barnwell slaves.

A great deal of the land on Clarendon Plantation and the Laurel Bay Housing Area came out of Barnwell plantations. As early as 1703 John (Tuscarora Jack) Barnwell was granted 400 acres on

Whale Branch, which became Old House Plantation, Barnwell left Old House and Big Barnwell and Little Barnwell islands to his eldest son Nathaniel, who would also receive slaves, "four able working men, Robin, Harry, Scipio and Will, and two women, Daphne and Flora, when he thinks it proper to settle for himself..." Nathaniel eventually occupied Old House, and bought additional land which became Laurel Bay Plantation.

Nathaniel Barnwell's son Nathaniel inherited Old House and Barnwell Islands; his daughter Ann inherited Laurel Bay. Her husband, General Stephen Bull, was the master of Laurel Bay in 1779 when the British landed and began burning houses, British officers later apologized, but gave as their excuse that they had "received very abusive language from the people on shore" at Laurel Bay, one of the plantations they burned.

Laurel Bay remained in the Barnwell family after Bull's death. Robert Barnwell built a new house to replace the one destroyed by the British, and may have planted the famous oak avenue. By the 1860s, it was said that "nobody had seen the sights on Port Royal unless he had seen the Laurel Bay avenue, the handsomest show of trees down here." By then, Laurel Bay, formerly the property of William Hazzard Wigg Barnwell, was being divided up to be sold to freedmen or dedicated as school farm lots.

Woodward Plantation's earliest known resident was Andrew DeVeaux III, whose wife was a Barnwell. Their son Andrew IV took the British side during the Revolutionary War, and is said to have been responsible for burning Sheldon Church in 1779. By 1783 he was leading a British expedition to take the Bahamas from Spain, DeVeaux settled in the West Indies, and the new American government confiscated his property. The former DeVeaux plantation became the Barnwells' Woodward.

During the 1800s the cotton produced on Woodward Plantation supported Robert Woodward Barnwell, a lawyer-politician and the brother of William Barnwell of Laurel Bay. Like most great planters, the Barnwells never spent much time on their working plantations. Robert's slaves produced his crops under the management of overseers and drivers, while he spent his career in Columbia and Washington before retiring in Beaufort.

The avenue at Woodward was over a mile long, with irregularly spaced oaks almost as grand as those at Laurel Bay. The house stood on a grassy lawn overlooking the Broad River, at Port Royal's best landing site south of Talbird's. In 1864 Union sailors took advantage of this location to sack Woodward. Even though the plantation had already been forfeited to the federal government, the troops stayed all night, using stairs, doors and other parts of the dwelling for firewood. Finally they broke the windows and set fire to the house, which was somehow saved and eventually reclaimed by Robert Woodward Barnwell. Some of Woodward Plantation remains in Clarendon, but the residence, avenue, and landing site were incorporated into the Laurel Bay housing area.

Besides cemeteries and residence sites, there are historic landscape features on Clarendon Plantation. Water management was critical to plantation agriculture, whether the crop was indigo, rice or cotton. Sea Island cotton particularly thrived on Port Royal Island, creating much of the planters' wealth. Canals, dams and cross-ditches controlled water for drainage and irrigation, and kept salt water out

of the fields. Dams and canals were frequently placed between plantations, to mark property lines and to make it easy for neighbors to share maintenance. The tops of large earthen dams were also used as roadways. Parts of two early dam systems on Clarendon, the "Pyle Dam" and an unnamed dam between Cedar Hill and Roseland, can still be seen.

All the land on Clarendon Plantation changed hands at least once between 1862 and 1865. Some of the forfeited land was redeemed by the original owners, but much more came into the hands of new people. They attempted to return the land to cotton production, but found little profit in farming until the rise of vegetable crops in the early 1880s. Truck farming then dominated the former plantations of Port Royal Island into the 1930s. Little evidence of the row crops can be seen, but the pecan orchard on Cedar Hill is a reminder of the optimism of truck farmers before the Great Depression. These trees were apparently planted by N. M. Polk, the owner of Cedar Hill during the 1920s.

Clarendon's twentieth century owners have used the land lightly, and its historic resources remain largely intact. The land was not broken up when the Corning brothers sold their plantation in 1944. The dairy and beef cattle operations of the 1950s and 1960s had little impact except the construction of the dairy, silo, and hay barns. Hayfields and wildlife plantings maintain some of the historic cropland as open areas, but the greater part of the property is in managed woodland.

As a hunting plantation, Clarendon provides a rare glimpse into a way of life that flourished for more than fifty years. Even though modern management allows recreational plantations to support themselves through combinations of agriculture, livestock, timber, and user fees, the majority in southern Beaufort County have been sold for residential development. Clarendon Plantation is one of a very few where recreational activities and low-impact agriculture still reflect historical traditions.

Sarah Fick, Preservation Consultants Inc.

Charleston, South Carolina 1998

**Exhibit B**  
**Property Description**

## Exhibit "B"

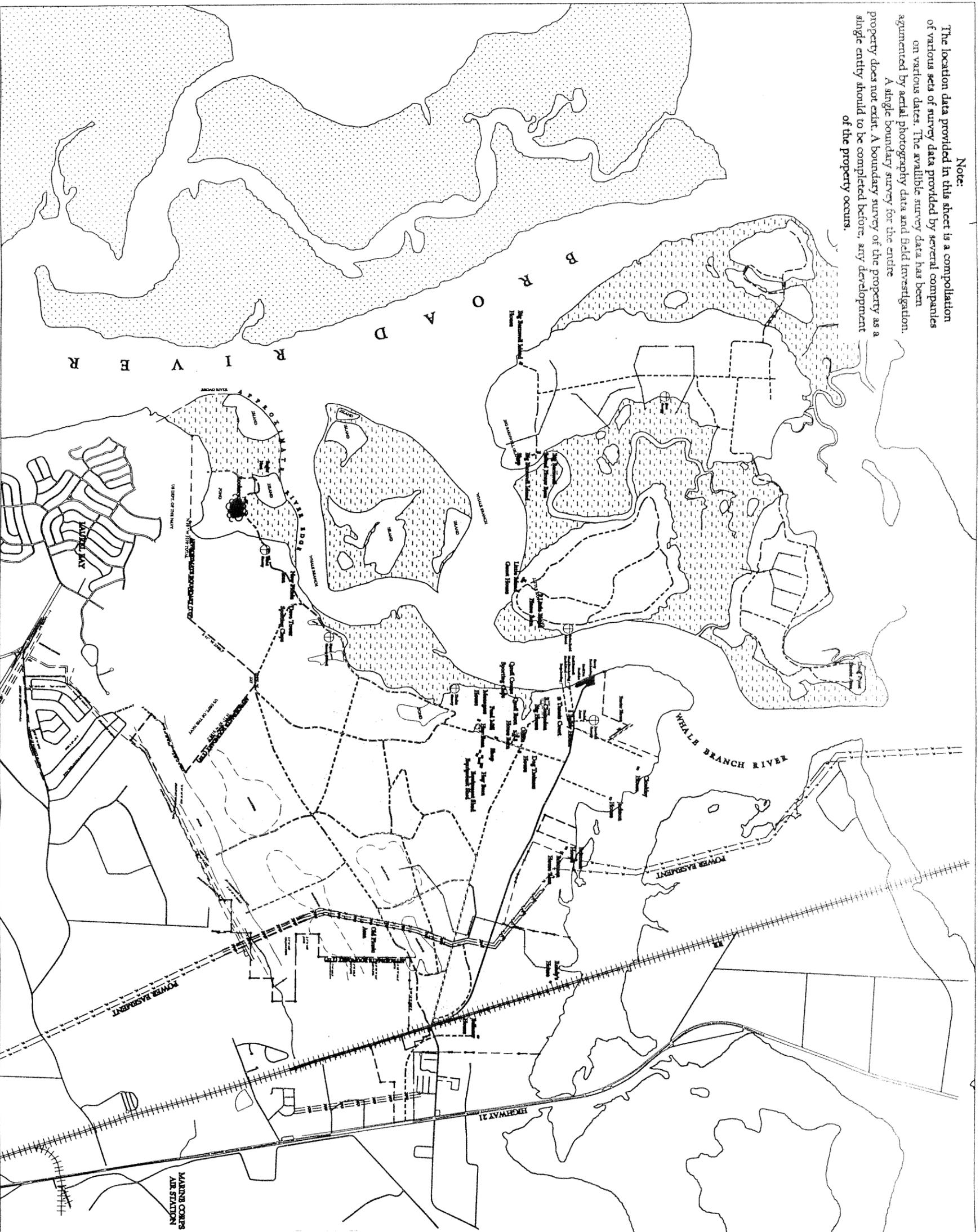
All those certain pieces, parcels or lots of lands, situate, lying and being in Beaufort County, South Carolina, consisting of approximately 4,151 acres in total, and being generally described as all of the properties owned by Clarendon Farms, Inc. which are contiguous to the City of Beaufort's municipal limits and themselves, including, but not limited to, the following tax map and parcel designations:

TMP

R 100 020 000 107A 0000  
R 100 014 000 0004 0000  
R 100 014 000 0005 0000  
R 100 014 000 0013 0000  
R 100 014 000 008B 0000  
R 100 014 000 011A 0000  
R 100 014 000 0157 0000  
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R 100 020 000 0242 0000  
R 100 020 000 027A 0000  
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R 700 044 000 0002 0000

R 700 044 000 0003 0000  
R 100 020 000 0026 0000  
R 100 015 000 0350 0000  
R 100 020 000 0107 0000  
R 100 020 000 0109 0000  
R 100 020 000 0152 0000  
R 100 020 000 107B 0000

**Note:**  
 The location data provided in this sheet is a compilation of various sets of survey data provided by several companies on various dates. The available survey data has been augmented by aerial photography data and field investigation. A single boundary survey for the entire property does not exist. A boundary survey of the property as a single entity should be completed before any development of the property occurs.



# Clarendon Farms

## Beaufort County, South Carolina

### Conceptual Master Plan/ P.U.D.

#### Existing Locations Plan

#### Exhibit C-1

#### PREPARED FOR:

Clarendon Farms, Inc.  
 Beaufort County, South Carolina

January 30, 2006

#### PREPARED BY:

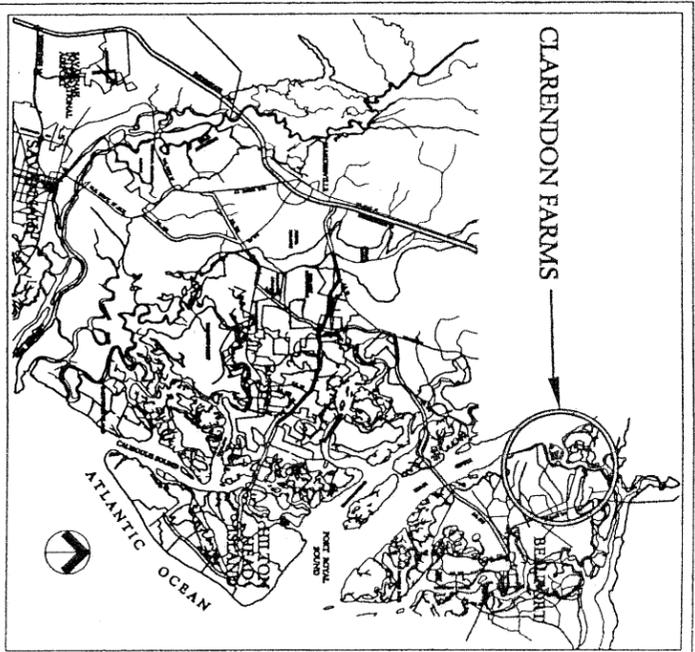
**J. K. TILLER ASSOCIATES, INC.**



J. K. TILLER ASSOCIATES, INC.  
 LAND PLANNING  
 1001 W. BROADWAY, SUITE 100  
 BEAUFORT, SOUTH CAROLINA 29516  
 TEL: 252.738.1100 FAX: 252.738.1101

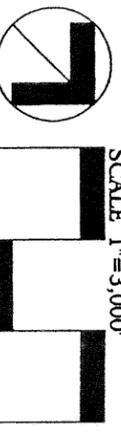
#### Legal Counsel:

LEWIS J. HAMMETT, ESQUIRE  
 Bluffton, South Carolina  
 DAVID L. TEDDER, PA  
 Beaufort, South Carolina



Vicinity Map: Not To Scale

SCALE 1"=3,000'



THIS IS A CONCEPTUAL MASTER PLAN AND IS SUBJECT TO CHANGE. THIS CONCEPTUAL MASTER PLAN IS NOT INTENDED FOR CONSTRUCTION.



# Clarendon Farms

## Beaufort County, South Carolina

### Conceptual Master Plan/ P.U.D. Boundry Map/ Aerial Photograph

#### Exhibit D

PREPARED FOR:

Clarendon Farms, Inc.  
Beaufort County, South Carolina

January 30, 2006

PREPARED BY:



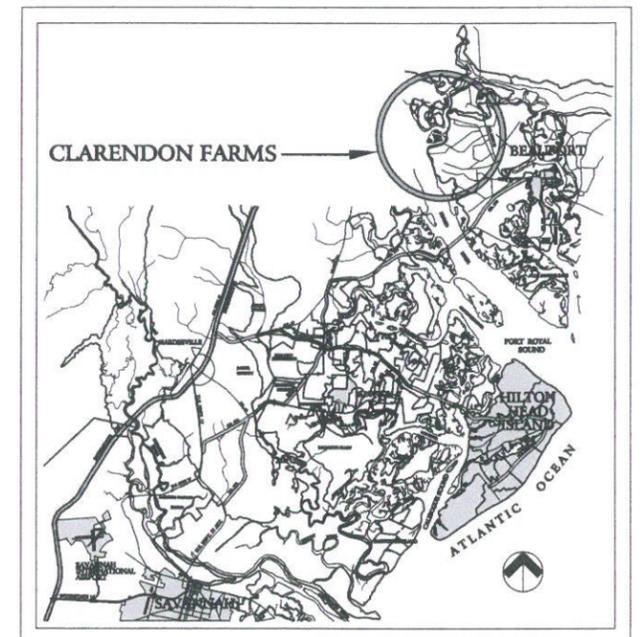
**J. K. TILLER ASSOCIATES, INC.**

LAND PLANNING LANDSCAPE ARCHITECTURE  
TEN FINCHNEY COLONY ROAD SUITE 101 BLUFFTON, SC 29909  
Phone 843.815.6000 Fax 843.815.6000

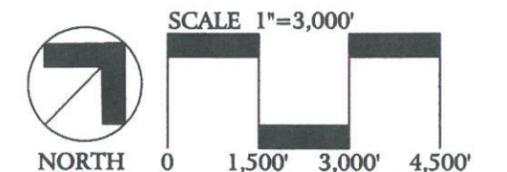
Legal Counsel

LEWIS J. HAMMET, ESQUIRE  
Bluffton, South Carolina

DAVID L. TEDDER, PA  
Beaufort, South Carolina



Vicinity Map: Not To Scale



THIS IS A CONCEPTUAL MASTER PLAN AND IS SUBJECT TO CHANGE.  
THIS CONCEPTUAL MASTER PLAN IS NOT INTENDED FOR CONSTRUCTION.

\* This is an approximate property line delineated based on owner input and the aerial image that is displayed on this map. This is not a surveyed property line, and a survey shall be completed prior to construction. The property line is displayed on this map to only enhance graphical quality and to aid in distinguishing the owner's property.

# Clarendon Farms

## Beaufort County, South Carolina

### Conceptual Master Plan/ P.U.D.

### FEMA Flood Zone Map

### Exhibit E

PREPARED FOR:

Clarendon Farms, Inc.  
Beaufort County, South Carolina

January 30, 2006

PREPARED BY:



**J. K. TILLER ASSOCIATES, INC.**

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Beaufort, South Carolina



**KEY TO MAP**

500-Year Flood Boundary  
100-Year Flood Boundary  
Zone Designations\*

100-Year Flood Boundary  
500-Year Flood Boundary  
Base Flood Elevation Line With Elevation in Feet\*\*  
Base Flood Elevation in Feet Where Uniform Within Zone\*\*  
Elevation Reference Mark  
River Mile  
\*Referenced to the National Geodetic Vertical Datum of 1929

**\*EXPLANATION OF ZONE DESIGNATIONS**

ZONE	EXPLANATION
A	Areas of 100-year flood; base flood elevations and flood hazard factors not determined.
AD	Areas of 100-year shallow flooding where depths are between one (1) and three (3) feet average depths of inundation are shown, but no flood hazard factors are determined.
AH	Areas of 100-year shallow flooding where depths are between one (1) and three (3) feet; base flood elevations are shown, but no flood hazard factors are determined.
A1-A30	Areas of 100-year flood; base flood elevations and flood hazard factors determined.
AB	Areas of 100-year flood to be protected by flood protection system under construction; base flood elevations and flood hazard factors not determined.
B	Areas between limits of the 100-year flood and 500-year flood or certain areas subject to 100-year flooding with average depths less than one (1) foot or where the contributing drainage area is less than one square mile or areas protected by levees from the base flood. (Medium shading)
C	Areas of minimal flooding. (No shading)
D	Areas of undetermined, but possible, flood hazards.
V	Areas of 100-year coastal flood with velocity (wave action); base flood elevations and flood hazard factors not determined.
V1-V20	Areas of 100-year coastal flood with velocity (wave action); base flood elevations and flood hazard factors determined.

**NOTES TO USER**

Certain areas not in the special flood hazard areas (Zones A and V) may be protected by flood control structures.

This map is for flood insurance and flood plain management purposes only. It does not necessarily show all areas subject to flooding in the community or all planimetric features outside special flood hazard areas.

The coastal flooding elevations shown may include the effects of wave action and may differ significantly from those developed by the National Weather Service for hurricane evacuation planning.

Coastal base flood elevations apply only landward of the shoreline shown on this map.

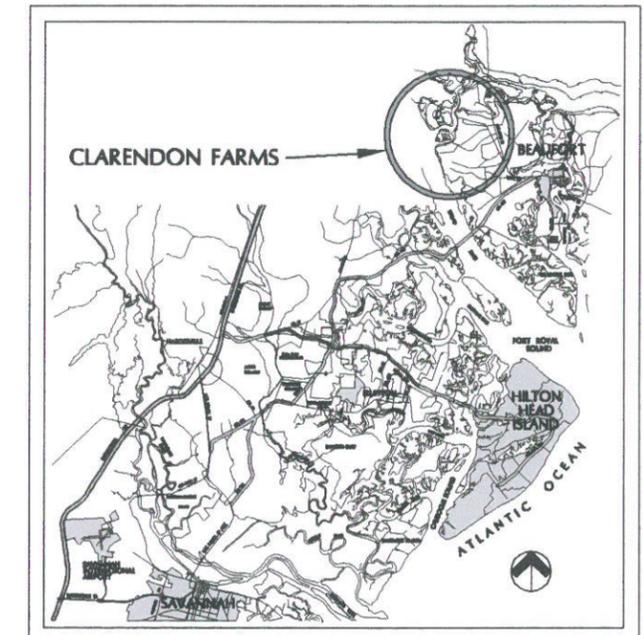
For adjoining map panels, see separately printed Map Index.

INITIAL IDENTIFICATION:  
SEPTEMBER 30, 1977

FLOOD HAZARD BOUNDARY MAP REVISIONS:

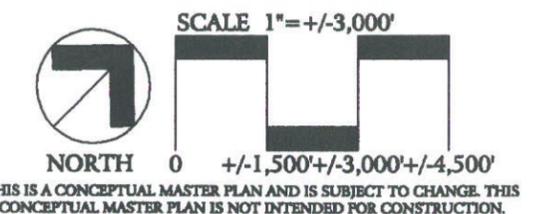
FLOOD INSURANCE RATE MAP EFFECTIVE:  
SEPTEMBER 30, 1977

FLOOD INSURANCE RATE MAP REVISIONS:  
Map revised October 1, 1983 to incorporate approximate boundaries of coastal barriers established under the Coastal Barrier Resources Act (P.L. 97-348).  
Map revised December 4, 1984 to change zone designations and base flood elevations reflecting wave action effects.  
Map revised September 29, 1986 to change special flood hazard areas, base flood elevations and zone designations.



Vicinity Map: Not To Scale

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# Clarendon Farms

## Beaufort County, South Carolina

### Conceptual Master Plan/ P.U.D.

#### Soils Map

#### Exhibit F

PREPARED FOR:

Clarendon Farms, Inc.  
Beaufort County, South Carolina

January 30, 2006

PREPARED BY:



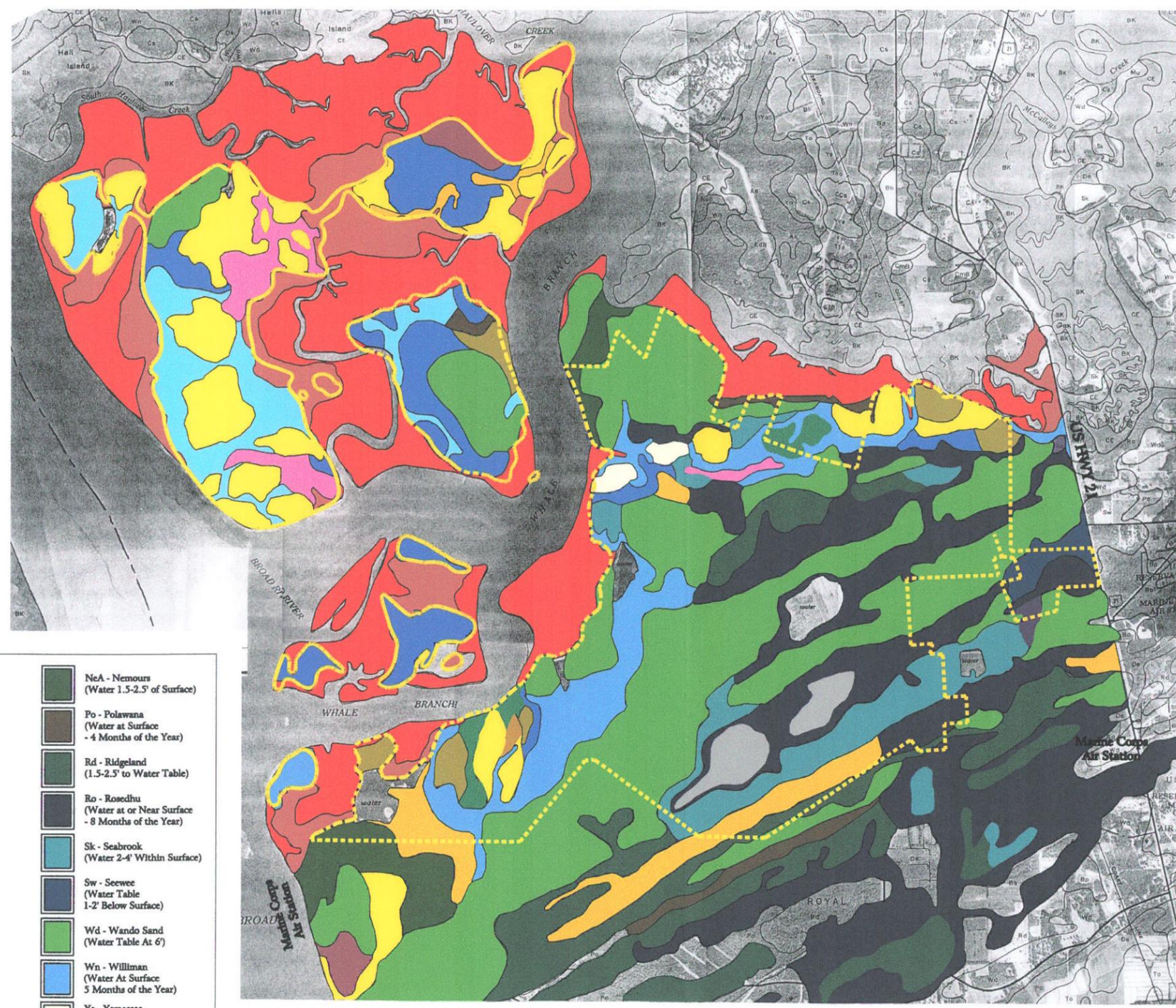
**J. K. TILLER ASSOCIATES, INC.**

LAND PLANNING LANDSCAPE ARCHITECTURE  
TEN PINCKNEY COLONY ROAD SUITE 101 BLUFFTON, SC 29909  
Phone 843.815.4800 Fax 843.815.4802

Legal Counsel

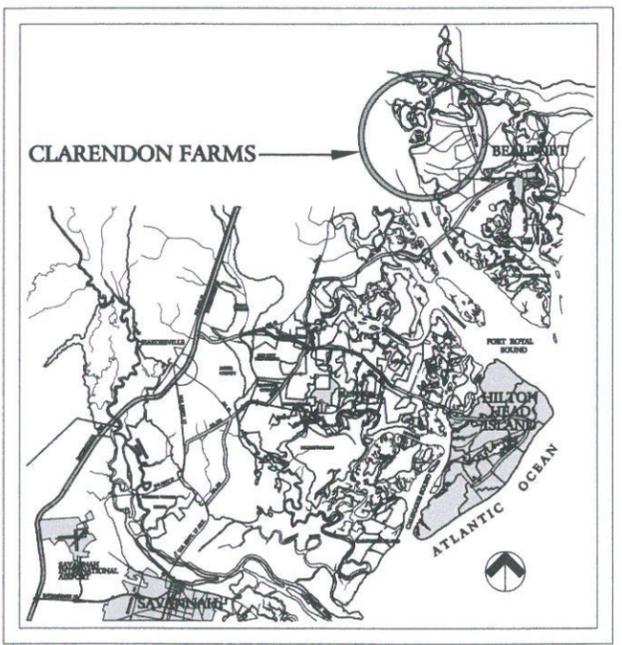
LEWIS J. HAMMET, ESQUIRE  
Bluffton, South Carolina

DAVID L. TEDDER, PA  
Beaufort, South Carolina



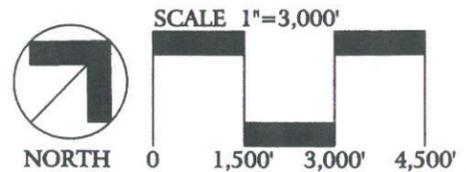
**SOIL TYPES:**

	Ae - Argent Fine Sandy Loam		NeA - Nemours (Water 1.5-2.5' of Surface)
	Bb Bertie		Po - Polawana (Water at Surface - 4 Months of the Year)
	Bd - Bladen Fine Sandy Loam		Rd - Ridgeland (1.5-2.5' to Water Table)
	Bk - Bohicket Association (Tidal Flats)		Ro - Rosedhu (Water at or Near Surface - 8 Months of the Year)
	Bp Borrow Pit		Sk - Seabrook (Water 2-4' Within Surface)
	CE Capers Association (Tidal Flats)		Sw - Secwee (Water Table 1-2' Below Surface)
	CmB Chisolm		Wd - Wando Sand (Water Table At 6')
	CS - Coosaw (Water: 1-2 Ft. Surface)		Wn - Williman (Water At Surface 5 Months of the Year)
	De - Deloss Fine Sandy Loam (Water Saturated in Winter and Spring)		Ye - Yemassee (Water At 1-1.5' of the Surface)
	EdB Eddings		Yo - Yonges (Water At Surface - 6 Months of the Year)
	Intermittent		Property Line*
	Mu - Murad (15' to 3' to Water Table)		



Vicinity Map: Not To Scale

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**Exhibit G**  
**Wildlife Management Requirements**

# MANAGEMENT GUIDELINES FOR THE BALD EAGLE IN THE SOUTHEAST REGION

(U.S. Fish and Wildlife Service, Region 4)



# BALD EAGLE MANAGEMENT GUIDELINES

GENERAL: The purpose of these guidelines is to maintain and improve environmental conditions that are required for the survival and well-being of bald eagles. The emphasis is to minimize human disturbance to bald eagles, particularly during the nesting season, and to preserve and enhance present populations.

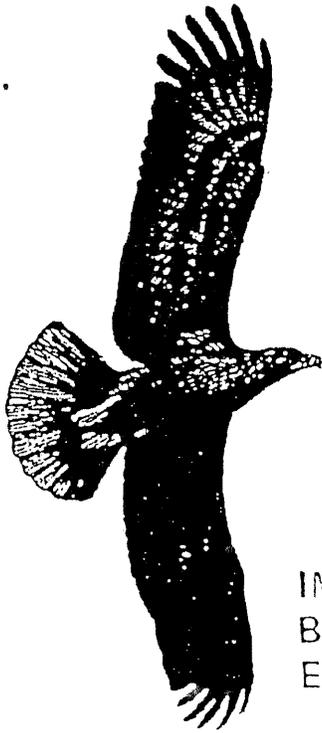
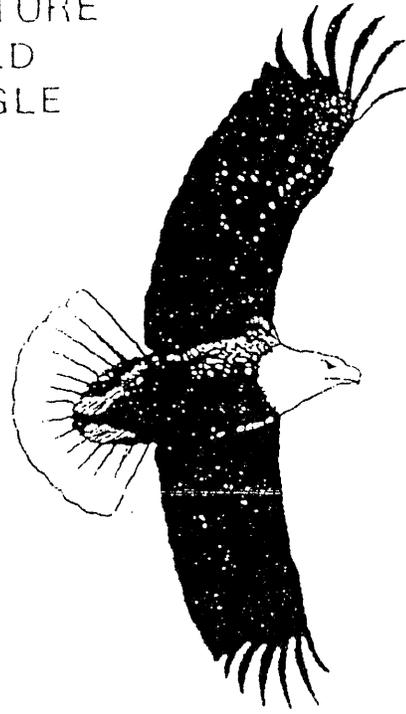
Some bald eagles will tolerate human presence or disturbance until it reaches a critical point or threshold level. The effects of human presence and activity on bald eagles is not fully known. These birds exhibit considerable variation in response to human activity depending upon the type, frequency, and duration of activity, extent of modification of the physical environment, time in the bird's reproductive cycle, and an individual bird's accommodation to disturbance.

Certain human activities are most likely to disturb bald eagles and are specified in the following sections as recommended restrictions. Although these guidelines are based on available biological information, one cannot predict with certainty the effects of a given amount of disturbance on a particular pair of bald eagles. We recognize the unclear relationship between human activities and their impacts on a particular pair of bald eagles. However, we do not know what the long-term effects of human activities will have on the population. Generally, it is thought that what is good for a pair of bald eagles is also good for the population. This can be determined only over a long period of time. Therefore, even strict adherence to these guidelines will not guarantee continued bald eagle use of an area. Whoever makes land use decisions will need to take into consideration variations in topography and the behavior of individual bald eagles so that these general management guidelines can be tailored to suit local conditions.

For management purposes, the following guidelines are divided into sections on Nesting, Feeding, Roosting, Legal Considerations, and Compliance.



MATURE  
BALD  
EAGLE



IMMATURE  
BALD  
EAGLE



NESTING. Human activities, both short-term and long-term, and alteration of habitat may affect the reproductive success of nesting bald eagles. The impact of short-term disturbance is largely dependent upon the nature of the activity, its time of occurrence in the nesting cycle and the past exposure of the nesting pair to similar activities. In the Southeast, the nesting period of most bald eagle pairs will fall between October 1 and May 15. Eagles are most vulnerable to disturbance during courtship, nest building, egg laying, incubation and brooding (roughly the first 12 weeks of the nesting cycle). Disturbance during this critical period may lead to nest abandonment, cracked and chilled eggs, and exposure of small young to the elements. Human activity (including aircraft operation) near a nest late in the nesting cycle may cause premature fledging, lessening the chance of survival.

Bald eagles often use alternate nests in different years. These nests are located in the same general vicinity. The following guidelines apply equally to all nests used by any particular pair of bald eagles even though a nest may not have been used for raising young for 1 or more years. Bald eagle nesting territories are divided here into primary and secondary management zones, within each of which certain human activities have been found to disturb the nesting process. Such disturbance is defined by the restrictions recommended for each zone.

A. Primary Zone: This is the most critical area immediately around the nest, and must be maintained to promote optimum conditions for eagles.

1. Size: Except under unusual circumstances (e.g., where a particular pair of bald eagles is known to be tolerant of closer human activity), the boundary of the primary zone should not be less than a ~~1,500~~<sup>700</sup>-foot radius (~~457~~ meters) from the nest tree, except in Florida where it should be ~~750~~ feet (~~229~~ meters). The smaller zone in the State of Florida is not necessarily because bald eagles are more tolerant than elsewhere, but rather because the other Southeastern States have comparatively few active nests. The loss of only one nest would have a significant and possibly devastating effect on an individual State's total bald eagle population. A reduction in the primary zone radius may be advisable:

- a. When a particular pair of bald eagles is determined to be tolerant of closer human activity.
- b. When the configuration of the elements within a particular nesting area (i.e., the nest tree, feeding area, roost trees, alternate nest tree, etc.) facilitates an extension and/or a reduction of the primary zone.

The appropriate State wildlife agency and the U.S. Fish and Wildlife Service should be consulted in determining whether either circumstance exists.

Recommended Restrictions:

a. We recommend that there be no activity in the primary zone. The following human activities are likely to cause disturbance to bald eagles and, therefore, should not occur within the primary nesting zone at any time:

- (1) Land use changes - logging, commercial and industrial development, construction, and mining.
- (2) Use of toxic chemicals - i.e., persistent organochlorine pesticides, PCB, mercury, lead, etc.
- (3) Human entry during the nesting period (except authorized bald eagle research and management activities with appropriate permits). Human entry during the non-nesting period should be restricted to camping, hiking, picnicking, bird watching, hunting, fishing, and use of firearms (except for use in the killing of bald eagles).
- (4) Low level aircraft operation - Operation of aircraft within 500 feet vertical distance or 1,000 feet horizontal distance from a bald eagle nest.

b. Other activities that should be restricted in the primary zone during the nesting period.

- (1) Essential research and management activities. Only those activities that are necessary for the protection or continued survival of the bald eagle and its habitat should be allowed and they should be closely supervised and coordinated.
- (2) No expanded human activity should occur in an area already receiving human use where a pair of bald eagles chooses to establish a new nest. The human activities occurring at that time may continue except for the use of toxic chemicals.

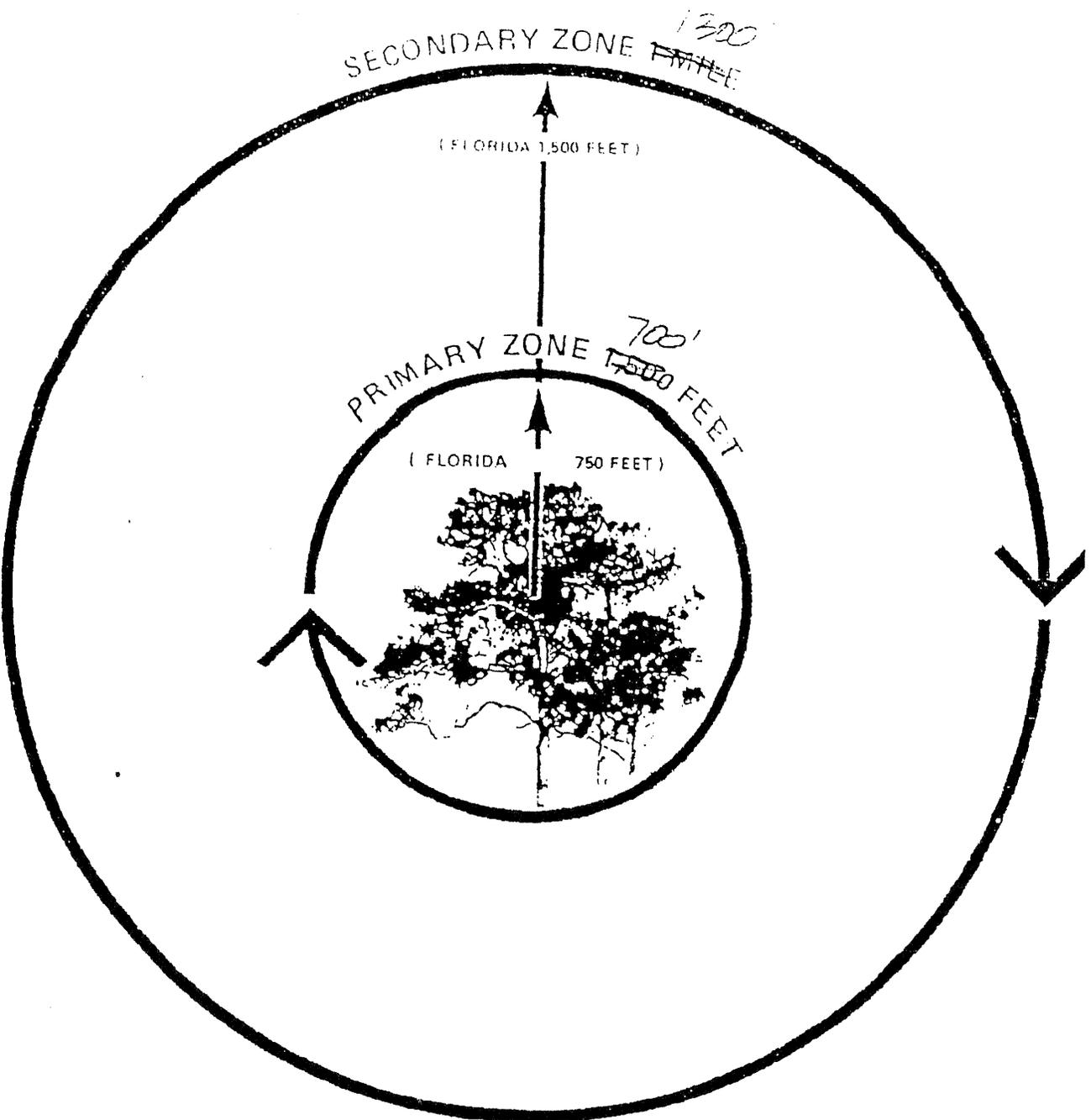
B. Secondary (Buffer) Zone: The purpose of this zone is to minimize disturbance that might weaken the integrity of the primary zone, protect important areas outside of the primary protection zone, and encompass lands that may provide suitable habitat in the future.

1. Size: The size of the secondary zone should be determined by local topography and the resulting visibility from the nest. This secondary zone should be arranged to be contiguous with feeding areas and provide a protected access between nests and the food source. It should lie outside the primary zone and be approximately circular, with a minimum boundary of ~~1 mile (1,609 meters)~~ <sup>1,000'</sup> from the nest tree, except in Florida where it should have a minimum boundary of ~~1,500 feet (457 meters)~~.

2. Recommended Restrictions:

- a. Certain human activities of a permanent nature are likely to disturb bald eagles and should be limited within the secondary zone. Their impacts increase with the proximity to an eagle nest. The activities include but are not limited to:
- (1) The development of new commercial and industrial sites.
  - (2) The building of multi-story buildings and housing developments.
  - (3) The building of new roads, trails, and canals facilitating access to the nest.
  - (4) The use of toxic chemicals - i.e., persistent organochlorine pesticides, PCB, mercury, lead, etc.
- b. In general, no major activities should occur in this zone during the nesting period. Even intermittent use or activities of short duration are likely to provide such a disturbance. Examples are logging (including selective cutting), seismographic activities employing explosives, mining, oil well drilling, and low level aircraft operations. Acceptable minor activities the birds will tolerate if restricted to the secondary zone include hiking, birdwatching, fishing, camping, picnicking, hunting, use of firearms (except for use in killing of bald eagles), and recreational off-road vehicle use.

These primary and secondary management zone delineations should not vary except under unusual circumstances which will be reviewed on an individual basis and modified to fit specific local conditions and needs. In general, the closer the proposed action would be to a nest, the more restrictive would be the recommendations.



Nest Sites: A small yet significant percentage of a bald eagle population nests in new habitat every year. Therefore, to satisfy future nesting needs, it is essential to preserve and protect suitable nesting habitat in addition to that which is presently used. These trees may either be in the secondary management zone or outside of it. Most bald eagles select nesting sites that include a dominant tree or stand of trees relatively close to a body of water and prefer tall mature trees in an open stand (in an area free of human disturbance) with a clear flight path to the water.

1. Existing Nests: Any bald eagle nest should be brought to the attention of the Fish and Wildlife Service or State wildlife agency so they may provide the necessary protection. Bald eagles often use alternate nests in different years. Existing nests are often rebuilt and occupied after years of inactivity and, therefore, cannot be removed or destroyed even though they have been seemingly abandoned. Legally as long as the nest still possesses those characteristics which make it suitable for occupation, it cannot be disturbed. Non-nest trees in the surrounding primary zone should also be protected until the nest tree is destroyed by the elements.

2. Movement of Nests: Movement of bald eagle nests is not in the best interest of the birds. In addition, the moving or destroying of an eagle nest is illegal under the Bald Eagle Protection Act (BEPA) (16 U.S.C. 668-668c) and the Migratory Bird Treaty Act (MBTA) (16 U.S.C. 703-711).

II. FEEDING: This section pertains to a bald eagle's access to and use of feeding areas in the vicinity of both wintering and nesting habitats. These guidelines will enhance such feeding areas and eliminate or minimize human disturbance.

- A. Eliminate the use of toxic chemicals (i.e., persistent organo-chlorine pesticides, PCB, mercury, lead, etc.) in the watersheds of lakes and rivers where bald eagles feed.
- B. Discourage the construction of buildings along shorelines where bald eagles feed.
- C. Manage fish populations or other primary food supplies to sustain bald eagles.
- D. Limit fishing, boating, and other human disturbances adversely affecting bald eagles.

1. Prohibit the clear-cut and high-grade logging along the shoreline of feeding waters. This will prevent the removal of large trees preferred by bald eagles for hunting, roosting, and landing perches.

If possible, prevent or reduce shoreline erosion to protect roost or perch trees. These trees also help to prevent siltation.

III. ROOSTING: The following guidelines are provided to help preserve present roosting sites and provide future habitat for bald eagles.

A. Roosts within the nesting territory

Within the primary management zone, no large trees should be removed. Within the secondary management zone, a minimum of three to five large trees should be saved for potential roost and perch trees. Characteristically, these should be the largest trees in the timber stand which provide safety from any threat from the ground. Trees with open crowns and stout lateral limbs are preferable. This provides for maneuverability and aids in easy entry and exit.

B. Communal Roosts

1. There should be no logging within a communal roosting area.

2. There should be no other human activity during the period of bald eagle use until specific management recommendations have been made.

3. If possible, prevent or reduce shoreline erosion to protect roost or perch trees.

4. Any bald eagle roosting concentration should be brought to the attention of the Fish and Wildlife Service or State wildlife agency so that a public or private conservation agency may consider preservation of the roost by purchase, easement, or land exchange [subject to the availability of funds].

IV. Legal Considerations: The following are those Acts that provide legal protection to the bald eagle.

Legal constraints are set forth in the BEPA (16 U.S.C. 668-668d) and the regulations that have been derived there-from (50 CFR 22). The BEPA states in part that no person ... "shall take ... any bald eagle ... or any golden eagle, alive or dead, or any part, nest, or egg thereof ...." (16 U.S.C. 668). The BEPA further states that "take" includes "... pursue, shoot, shoot at, poison, wound, kill, capture, trap, collect, molest or disturb ...." (16 U.S.C. 668c). Whoever violates any part of the BEPA may be fined from \$5,000 to \$10,000 or imprisoned from 1 to 2 years or both.

Under Section 9 of the Endangered Species Act of 1973 (ESA) (16 U.S.C. 1531), as amended, it is unlawful to take any listed species. The ESA states that "take" means to "... harass, harm, pursue, hunt, shoot, wound, kill, trap, capture or collect, or to attempt to engage in any such conduct ...". For any person who violates any provision of the ESA, the penalties are civil or criminal prosecution with fines from \$5,000 to \$20,000 or imprisonment from 6 months to 1 year or both.

All Federal agencies must insure that any action they authorize, fund, or carry out is not likely to jeopardize the continued existence of any Threatened or Endangered species or result in the destruction or adverse modification of their Critical Habitat as provided for under Section 7 of the ESA.

Under the MBTA (16 U.S.C. 703-711) it is unlawful "... to pursue, hunt, take, capture, kill, attempt to take, capture, or kill, possess, ... offer for sale, sell, ... , any migratory bird, any part, nest or eggs of any such bird ...." Anyone violating these regulations may be fined from \$500 to \$2,000 or imprisoned from 6 months to 2 years or both.

V. Compliance: These guidelines, prepared by the Fish and Wildlife Service (FWS), are advisory in nature.

COMPLIANCE WITH OR DISREGARD FOR THESE GUIDELINES DOES NOT, OF ITSELF, SHOW COMPLIANCE WITH OR VIOLATION OF THESE ACTS OR DERIVED REGULATIONS. IT IS ADVISABLE THAT THE APPROPRIATE STATE WILDLIFE AGENCY OR FIELD SUPERVISOR, FWS, BE CONTACTED IF THERE ARE ANY QUESTIONS ABOUT AN ACTIVITY TO BE CONDUCTED IN THE VICINITY OF AN EAGLE NEST OR THE NEST OF ANY OTHER LARGE BIRD.

STATE AGENCIES

Executive Director  
Game and Fresh Water Fish Commission  
620 South Meridian Street  
Tallahassee, Florida 32301  
(904) 488-2975

Secretary  
Department of Wildlife and Fisheries  
400 Royal Street  
New Orleans, Louisiana 70130  
(504) 568-5667

Executive Director  
Wildlife and Marine Resources Department  
P.O. Box 167  
Columbia, South Carolina 29202  
(803) 758-0020

Commissioner  
Department of Fish and Wildlife Resources  
#1 Game Farm Road  
Frankfort, Kentucky 40601  
(502) 564-3400

Executive Director  
Department of Wildlife Conservation  
P.O. Box 451  
Jackson, Mississippi 39205  
(601) 961-5300

Commissioner  
Department of Conservation  
and Natural Resources  
64 North Union Street  
Montgomery, Alabama 36130  
(205) 632-6361

Director  
Game and Fish Commission  
#2 Natural Resources Drive  
Little Rock, Arkansas 72205  
(501) 233-6305

Executive Director  
Wildlife Resources Agency  
P.O. Box 40747  
Nashville, Tennessee 37204  
(615) 741-1431

Executive Director  
Wildlife Resources Commission  
Archdale Building  
512 North Salisbury Street  
Raleigh, North Carolina 27611  
(919) 733-3391

Director  
Game and Fish Division  
Department of Natural Resources  
270 Washington Street, SW.  
Atlanta, Georgia 30334  
(404) 656-3530

FEDERAL AGENCIES

Field Supervisor  
Endangered Species Field Station  
U.S. Fish and Wildlife Service  
15 North Laura Street  
Jacksonville, Florida 32202  
(904) 791-2580

(Florida, Georgia,  
Puerto Rico, Virgin Islands)

Field Supervisor  
Endangered Species Field Station  
U.S. Fish and Wildlife Service  
Plateau Building, Room A-5  
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Asheville, North Carolina 28801  
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(Kentucky, North Carolina,  
South Carolina, Tennessee)

Field Supervisor  
Endangered Species Field Station  
U.S. Fish and Wildlife Service  
Jackson Mall Office Center, Suite 3185  
300 Woodrow Wilson Avenue  
Jackson Mississippi 39213  
(601) 960-4900

(Alabama, Arkansas,  
Louisiana, Mississippi)

# Clarendon Farms

## Beaufort County, South Carolina

### Conceptual Master Plan/ P.U.D.

#### Exhibit H

PREPARED FOR:

Clarendon Farms, LLC.  
Beaufort County, South Carolina

January 30, 2006  
Revised August 23, 2006  
Revised October 28, 2006

PREPARED BY:



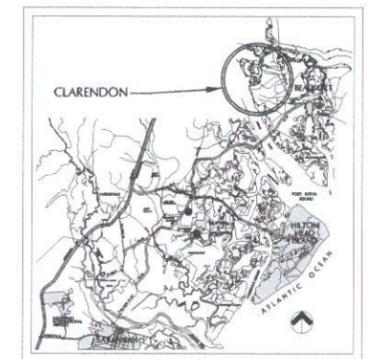
**J. K. TILLER ASSOCIATES, INC.**

LAND PLANNING LANDSCAPE ARCHITECTURE  
TEN PINKNEY COLONY ROAD SUITE 101 BLUFFTON, SC 29909  
Voice 843.815.4800 jktiller@att.net Fax 843.815.4802

Legal Counsel

LEWIS J. HAMMET, ESQUIRE  
Bluffton, South Carolina

DAVID L. TEDDER, PA  
Beaufort, South Carolina



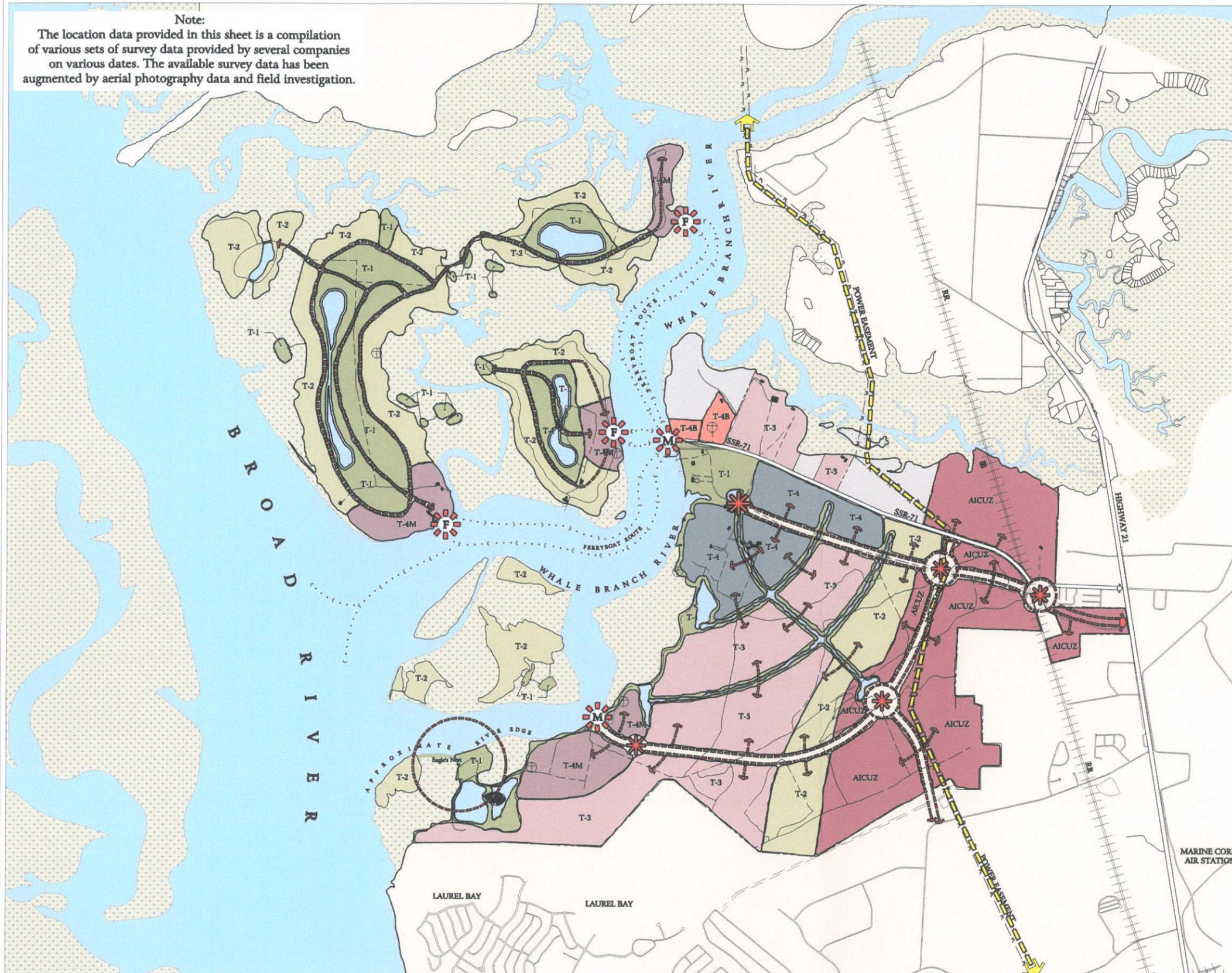
Vicinity Map: Not To Scale

#### LAND USE LEGEND BY DISTRICT:

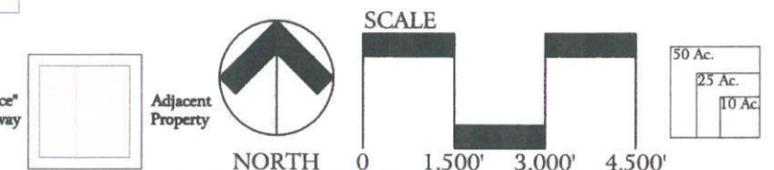
	Recreational And Conservation District (T-1)	+/- 881.28 AC
	The T-2 Residential District	+/- 1,099.42 AC
	The T-3 Mixed Use District	+/- 705.76 AC
	The T-4 Traditional Village District	+/- 261.24 AC
	Village/Marina District (T-4M)	+/- 281.77 AC
	The Boatyard Mixed Use District (T-4B)	+/- 33.27 AC
	AICUZ District	+/- 888.26 AC
<b>TOTAL - (Agricultural District **)</b>		<b>+/- 4151 AC</b>

\*FOR TOTAL ACREAGE REQUIREMENTS ON SCHOOLS, PARKS, POLICE, AND FIRE LAND USES REFER TO THE PUD/ DEVELOPMENT AGREEMENT DOCUMENTS.  
\*\*THIS USE SHALL PREVAIL, UNTIL MASTER PLAN CHANGES.

Note:  
The location data provided in this sheet is a compilation of various sets of survey data provided by several companies on various dates. The available survey data has been augmented by aerial photography data and field investigation.



#### GRAPHIC LEGEND:



# Clarendon Farms Beaufort County, South Carolina

## EXHIBIT I

Revised January 30, 2006

### MCAS AICUZ MAP

PREPARED FOR:

Clarendon Farms Inc.  
Beaufort County, South Carolina

PREPARED BY:

**J. K. TILLER ASSOCIATES, INC.**



LAND PLANNING LANDSCAPE ARCHITECTURE  
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Environmental Engineering  
HSA, Inc.  
Bluffton, South Carolina

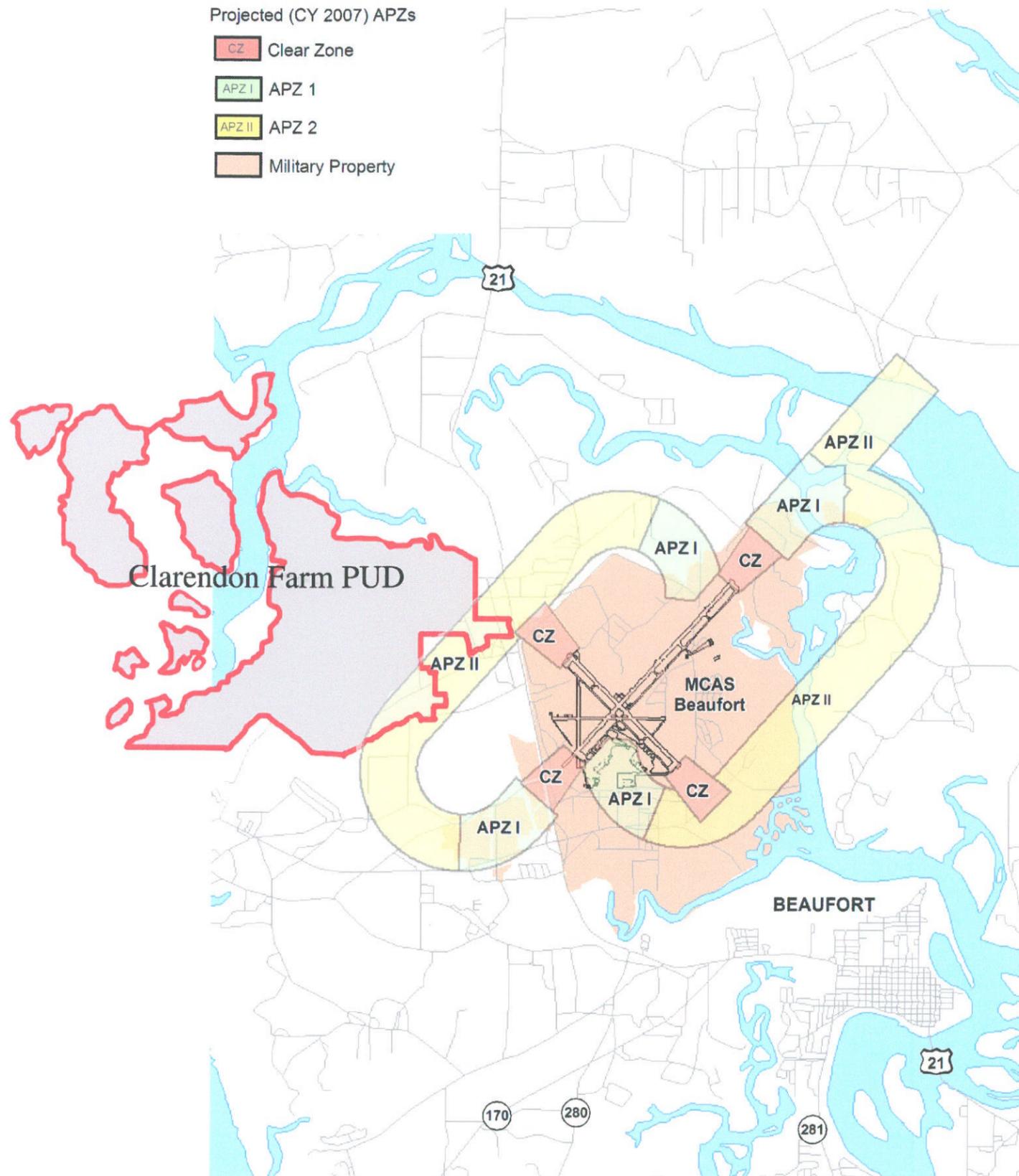
Surveyor  
Gasque and Associates, Inc.  
Beaufort, South Carolina

Environmental Consultant  
Newdick Environmental, Inc.  
Bluffton, South Carolina

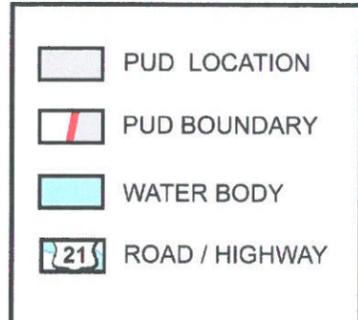
Archaeology  
Brockington and Associates, Inc.  
Mt. Pleasant, South Carolina

Legal  
David L. Tedder, Esquire  
Beaufort, South Carolina

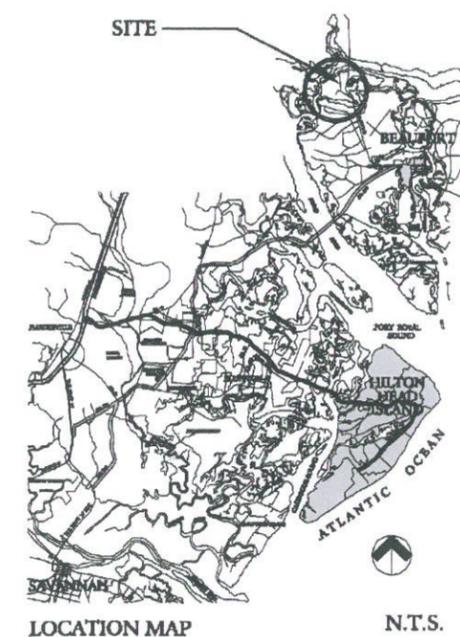
Lewis Hammet Sr., Esquire  
Bluffton, South Carolina



### LEGEND



### Projected (CY 2007) APZs



NORTH

0 0.25 0.5 1 1.5 2 Miles

# Clarendon Farms Beaufort County, South Carolina

**EXHIBIT I**  
Revised January 30, 2006  
MCAS AICUZ Noise Map

PREPARED FOR:  
Clarendon Farms Inc.  
Beaufort County, South Carolina

PREPARED BY:



**J. K. TILLER ASSOCIATES, INC.**

LAND PLANNING LANDSCAPE ARCHITECTURE  
TEN FINCKNEY COLONY ROAD SUITE 101 BEUFFYON, SC 29909  
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Bluffton, South Carolina

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Gasque and Associates, Inc.  
Beaufort, South Carolina

Environmental Consultant  
Newkirk Environmental, Inc.  
Bluffton, South Carolina

Archaeology  
Brockington and Associates, Inc.  
Mt. Pleasant, South Carolina

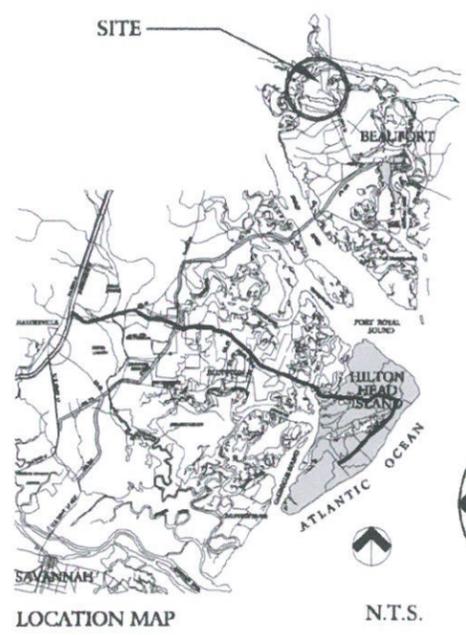
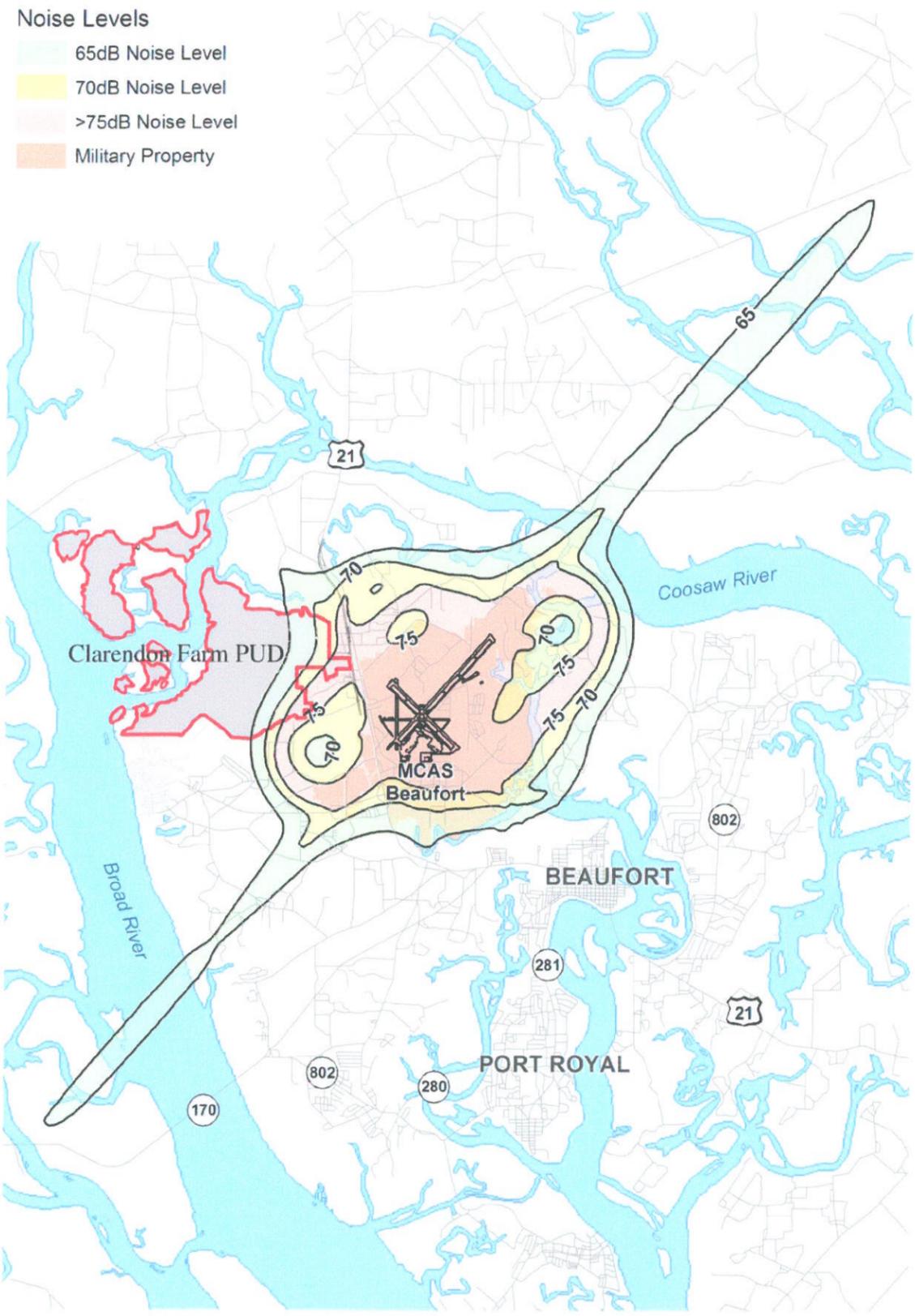
Legal  
David L. Tedder, Esquire  
Beaufort, South Carolina

Lewis Hammet Sr., Esquire  
Bluffton, South Carolina

## LEGEND

	PUD LOCATION
	PUD BOUNDARY
	WATER BODY
	ROAD / HIGHWAY

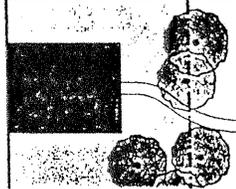
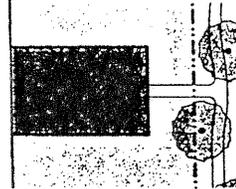
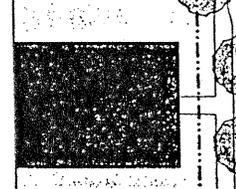
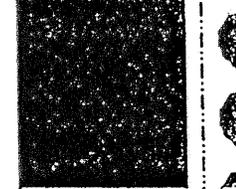
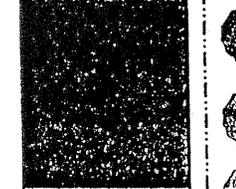
Noise Levels	
	65dB Noise Level
	70dB Noise Level
	>75dB Noise Level
	Military Property



This map is provided by the Lowcountry Council of Governments from a report prepared by them dated September 2004 entitled "the Lowcountry Joint Land Use Study (JULS) Plan" Modifications are made here to show the property location.

*TABLE 4A: PUBLIC FRONTAGES - GENERAL*

*The Public Frontage is the area between the private lot line and the edge of the vehicular lanes. It usually includes walkways, planters, and lighting. Dimensions are given in Table 4B (Public Frontages - Specific)*

PLAN	
LOT	R.O.W.
PRIVATE FRONTAGE ▶	◀ PUBLIC FRONTAGE
<p>a. (HW) For Highways: This frontage has open swales drained by percolation, bicycle trails and no parking. The landscaping consists of the natural condition or multiple species arrayed in naturalistic clusters. Buildings are buffered by distance or berms.</p>	 <p>T1 T2 T3</p>
<p>b. (RR) For Rural Roads: This frontage has open swales drained by percolation, without parking. The landscaping consists of multiple tree and shrub species arrayed in naturalistic clusters</p>	 <p>T1 T2 T3</p>
<p>c. (SR) For Standard Roads: This frontage has open swales drained by percolation and a walking path or bicycle trail along one or both sides and yield parking. The landscaping consists of multiple species arrayed in naturalistic clusters.</p>	 <p>T3 T4</p>
<p>d. (RS) For Residential Street: This frontage has raised curbs drained by inlets and narrow sidewalks separated from the vehicular lanes by a wide continuous planter, with parking on one or both sides. The landscaping consists of street trees of a single or alternating species aligned in a regularly spaced alley.</p>	 <p>T3 T4</p>
<p>e. (SS) (AV) For Standard Streets or Avenues: This frontage has raised curbs drained by inlets and wide sidewalks separated from the vehicular lanes by a narrow continuous planter with parking on both sides. The landscaping consists of a single tree species aligned in a regularly spaced alley.</p>	 <p>T5 T6</p>
<p>f. (CS) (AV) For Commercial Streets or Avenues: This frontage has raised curbs drained by inlets and very wide sidewalks along both sides separated from the vehicular lanes by separate tree wells with grates and parking on both sides. The landscaping consists of a single tree species aligned with regular spacing where possible but clears the shopfront entrances.</p>	 <p>T5 T6</p>
<p>g. (BV) For Boulevards: This frontage has slip roads on both sides. It consists of raised curbs drained by inlets and sidewalks along both sides, separated from the vehicular lanes by planters. The landscaping consists of double rows of a single tree species aligned in a regularly spaced alley.</p>	 <p>T3 T4 T5 T6</p>

**TABLE 4B: PUBLIC FRONTAGES - SPECIFIC.**

*This table assembles precise technical prescriptions and dimensions for the public frontage elements - curbs, walkways and planters – relative to specific thoroughfare types within Transect Zones. Table 4B-a assembles all of the elements for the various thoroughfare types. Locally appropriate planting species should be filled in to the calibrated Code.*



**EXHIBIT K**  
**CONDITIONAL USE STANDARDS FOR SCHOOLS**

- A.** The following design standards shall be required for all educational institutions, whether public or private, which are licensed by either the County or the State of South Carolina. The definition includes nursery schools, kindergarten, elementary schools, middle schools, high schools, charter schools, or any special institution of learning under the State Department of education catering to those age groups. This does not include charm schools, dancing schools, music schools, or similar limited schools.
1. The site must be large enough to provide effective buffering between school buildings, parking areas, and outdoor play areas and adjoining residential or mixed use lots. In the event there are state minimum site areas, compliance must be at least meet those standards.
  2. Measures must be taken to reduce potential impacts from the school by, for example and not by limitation, retention of existing trees and natural vegetation in a buffer, installation of new landscape materials, construction of walls and fences, strategic building design and placement, use of berms, etc..
  3. Minimum separation of buildings used for educational purposes shall be a minimum of 100 feet from any adjoining residential lot boundary. At least fifty feet of the setback at the boundary with a residential lot shall remain or be planted in a vegetated buffer designed to achieve \_\_\_% opacity within two years of planting, except for high schools, which shall have the setback increased to 200 feet, whether the adjoining lot is residential or not.
  4. Outdoor bells and speakers are not allowed, except for the purpose of providing information in the event of an emergency or for security reasons, and in accordance with state and federal regulations.
  5. Parking Areas shall be located in accordance with the following requirements:
    - a. Parking shall not be permitted in the front yard setback areas, and adjoining setback areas will be landscaped to provide screening, and shall meet at a minimum the landscaping and screening standards of Sections IV(A)(10) and IV(B)(9) of this PUD ordinance, unless otherwise approved at Master Plan submittal.
    - b. Vehicle Parking minimums are as follows, unless otherwise approved at Master Plan:
      - i. Elementary/Junior High - 1 space per 300 sf of classroom and offices (offices less than 300 sf require 1 space each)

- ii. Instructional/High School, vocational - 1 space per 200 sf of classroom and offices (offices less than 300 sf require 1 space each)
6. Unless otherwise approved att Master Plan, screening of outdoor play areas (other than stadiums) is required to reduce impacts on adjoining properties, and the following types of screening may be approved by the City Manager:
  - a. A solid wall or fence may be erected and appropriate vegetated buffer of at least 100 feet maintained around the rear and side boundaries of the Property;
  - b. A solid wall or fence may be erected around all outdoor play areas and ball courts with a twenty-five foot vegetated buffer;
  - c. Where feasible, playgrounds and play areas may be located within a “courtyard” formed by the strategic placement of the school buildings; or
  - d. A combination of these or other screening and buffering methods as may be recommended.
7. Outdoor activities shall not occur on the Property before 7:30 a.m. unless a Temporary Use permit has been issued for a special event. Stadium or ball fields shall not have game or practice activities on a regular basis beyond 9:30 p.m.; competitive games or scrimmages shall be scheduled so as to have an end time of no later than 10:30 p.m., recognizing that extended play may be required for extra innings or periods.
8. Stadiums and outdoor ball fields with lighting shall be buffered from surrounding properties by a 300 vegetated buffer designed to achieve 100% opacity within 2 years of planting.
9. Parking spaces shall be provided in sufficient numbers to accommodate spectator attendance, based upon industry standards recognized in South Carolina for the type of activity to be carried out on the field, so that adjoining neighborhoods are not impacted by spectator parking along their roadways.
10. Schools shall be served by roadways sufficient to accommodate the traffic loadings predicted under the I.T.E manual, then current edition.