

material breach of the Agreement; and

WHEREAS, as noted in the Agreement, the State Legislature has found 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 City Council approved the original Development Agreement which adopted individual customized development plans for the properties affected, zoning the properties as Planned Unit Developments; and

WHEREAS, the individual customized zoning regulations were the City Official Subdivision Regulations and PUD Ordinance, as amended by various amendments that were attached to the Development Agreement, all of which were filed of record in the Office of the Register of Deeds for Beaufort County, so that there would remain a permanent record of the specific land development and subdivision regulations applicable to the properties; and

WHEREAS, the Development Agreement provided that subsequent amendments to the City's Zoning Regulations and the PUD Ordinance would not be applicable, except as mutually agreed upon by the City and the Owner; and

WHEREAS, in 2003 the City amended its zoning regulations by replacing its Official Zoning Ordinance (Chapter 6 of the Code of Ordinances of the City of Beaufort, being Sections 5-6001 et seq.)(the "Zoning Ordinance"), and adopted its Unified Development Ordinance of the City of Beaufort (comprised of Articles 1 through 11, with appendices)(the "UDO"), which in certain instances amended the provisions of the land development and subdivision regulations which are incorporated (as modified) into the Development Agreement, by, among other things, changing the names of certain zoning districts, their applicable standards, and certain procedures; and

WHEREAS, the City finds that the continued development of the Property in accordance with the terms of the initial Development Agreement and customized individual PUD plans, and the extension of time as requested by Owners and provided for in the Agreement, is in the best interests of the City; and

WHEREAS, the Owner has agreed to create a reference equating, where appropriate, the references to the zoning districts in the Development Agreement and PUDs to those now used by the City in its UDO, so that the parties may have further guidance to address matters not expressly covered by the original Development Agreement and the PUDs with their customized individual zoning regulations adopted as part of the original Development Agreement, as further clarified herein; and

WHEREAS, Sections 6-31-100 and 6-31-60 of the Act, provides a development agreement may be amended and its term extended by mutual consent of the parties.

NOW THEREFORE, in consideration of the terms and conditions set forth herein, the mutual agreement of the City and Owner, and other good and valuable consideration, the receipt and sufficiency of such consideration being hereby acknowledged, the City of Beaufort and Owners, hereby amend the Development Agreement to provide for an extension, and mutually agree to the following clarifying amendments or agreements as to interpretation or applicability of certain provisions as follows, by:

- 1) amending the Development Agreement to provide that the term of the Agreement is extended to February 25, 2013, being the first of three (3) intended renewals under Paragraph 12 of the Agreement, and agreeing that the word “shall” in Paragraph Number 12 is changed to “may” in the fourth line of the first sentence, so that it shall now read, beginning after the first semi-colon: “provided, however, that the term of this Agreement may be renewed for three successive five year periods, absent a material breach...”; and
- 2) amending the schedule of Development Charges payable to the City under Paragraph 20 by:
 - a) substituting the following Table of Development Charges for those contained in such paragraph:

DEVELOPMENT FEES	AMOUNT
Single Family Residential (SFR) < 2,000 sq. ft.	\$500.00

(SFR) > 2,000 sq. ft. or < 3,000 sq. ft.	\$750.00
(SFR) >3,000 sq. ft.	\$1,000.00
Multi-Family (MF) – 1 bedroom	\$200.00
(MF) – 2 bedroom	\$ 250.00
(MF) – 3 bedroom	\$350.00
Commercial Development	\$.80 per square foot

- b) Agreeing that a one time Governmental Services and Capital Improvements Fee shall be paid to the City at the time acreage is transferred by Owner to a Developer in the future, or transferred to a Developer entity of Owner for development purposes, said fee to be \$220.00 per high ground acre, payable at the time of transfer; excluding a transfer between entities of the Owner.
 - c) Agreeing that notwithstanding anything to the contrary within the Agreement, to pay any impact fees authorized by state law and collected City-wide, including those in existence at the time of this amendment (including future increases applied City-wide); to pay any School Impact Fee authorized by state legislation to be collected in the future; and to pay a school development fee if such is collected City-wide that is also applicable to developments of similar circumstances, size, acreage or units of development, as the properties subject to this Development Agreement;
- 3) clarifying the Agreement by including the following cross references from those of the Zoning Regulations incorporated in the Development Agreement, as amended therein, to those of the UDO, so that the parties may have further guidance to address matters not expressly covered by the Development Agreement and the PUD and its zoning regulations (as amended) adopted in the Development Agreement:
- a) Core Commercial Zoning District references to Section 5-6047 to Article 4.6.C of the UDO
 - b) General Commercial Zoning District references to Section 5-6048 to Article 4.6.D of the UDO
 - c) General Residential Zoning District references to Section 5-6046 to Article 4.5G of the UDO

- d) Highway Commercial Zoning District references to Section 5-6051 to Article 4.6.E of the UDO
 - e) Limited Industrial Zoning District references to Section 5-6052 to Article 4.7.A of the UDO
 - f) Office Commercial Zoning District references to Section 5-6049 to Article 4.6.B of the UDO
 - g) “Planning Board” references to “City of Beaufort - Town of Port Royal Joint Municipal Planning Commission”
 - h) “Subdivision Regulation” references to “land development and subdivision design and improvement regulations of the UDO”
 - i) “Zoning Ordinance” references to “Article 4 of the UDO, as modified by Exhibits A-3 and A-7”
 - j) “Corridor Development Board” references to “Design Review Board”
 - k) “MUG Zoning District” references are irrelevant; there are no MUG areas within the Development Agreement properties, and no corresponding reference in the UDO.
4. Amending the provisions of Paragraph 18(a), *Private Roads*, by deleting the exemption from traffic studies, and requiring such private roads to be constructed in accordance with the design requirements indicated by the traffic impact analysis, stipulating that the properties are subject to a traffic analysis as may be required by UDO Section 3.21, except as otherwise specifically excepted in this Agreement.
 5. Agreeing that only the Cane Island Retreat Tract is entitled to the exception to paving in Paragraph 18(a)(i), the exception regarding placement of curb cuts in Paragraph 18(a) (v), the authority to determine street and traffic control signage and lighting in Paragraph 18(a)(vi), and the allowance of wildlife management in Paragraph 21 (g) .
 6. Agreeing that notwithstanding Paragraph 18(a)(ii), or any other provision of the Agreement, any street right of ways shown on the official Burton Hill Area Street Plan that are located on the Property shall be dedicated to

the City of Beaufort at the time of platting the lots adjacent thereto, or the development of the adjacent property to such street(s), as determined by the City.

7. Agreeing that the storm water design requirements of Paragraph 18(f), *Drainage System*, and Paragraph 21(a), *Storm Water Quality*, are to those in effect at the time of development permitting, subject to the amendments of the Exhibits.
8. Agreeing that the intent of the Agreement regarding the date the City's responsibility under Paragraph 19(a), *Solid Waste Collection*, Paragraph 19(b), *Recycling Services*, and Paragraph 19(g), *Fire Services*, was to begin, is not one year after annexation, but the occurrence of both 19(a)(i) and (ii), 19(b)(i)(ii), and 19(g)(i) and (ii), respectively; and to the extent necessary, those paragraphs are amended accordingly.
9. Agreeing that it was the intent of the Agreement to exempt only the Cane Island Retreat Tract from the City's Landscaping and Tree Conservation Ordinance (except for lands used for agriculture or silviculture, which remain exempt), as there are specific tree conservation and landscaping requirements in place under its Covenants, and accordingly, agreeing that the Landscaping and Tree Conservation provisions of Article 7.3 shall apply to the Hanover Park and Airport Junction Tracts.
10. Agreeing that the existing references to Subdivision Regulation sections in the Exhibits are to be construed to be references to the corresponding new UDO Regulation sections, with the amendments/exceptions contained within the existing Exhibits to remain in full force and effect, except as specifically agreed to otherwise in this Extension Agreement.
11. Agreeing that in all respects not otherwise modified or clarified within this Extension Agreement, the Design Regulations and other development requirements of the Planned Unit Developments approved by the City for the Property shall remain in full force and effect. To effect this clarification, Paragraph 8 on page 14 of the Development Agreement (found at Records Book 1718 at Page 175 in the Register of Deeds Office for Beaufort County) is amended to read as follows: "Whenever express or implied substantive provisions or standards contained in this Development Agreement are inconsistent or in conflict with provisions or standards in the Ordinances of the City of Beaufort or other laws of a local government, the provisions or standards set forth in this Agreement shall govern. When interpreting this Agreement, the respective PUD Development Regulations of the Property, and the City's land use and

subdivision 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 respective PUD Development Regulations of the Property second, and the City's UDO land development and subdivision regulations last."

12. Agreeing the references to building codes and laws other than land use regulations in Paragraph 11 on page 16 of the Development Agreement (Records Book 1718 at Page 77) include property maintenance codes.
13. Acknowledging that Paragraph 14 (b) on Page 19 of the Agreement (Records Book 1718 at Page 80) is no longer applicable, due to the passage of time and the completion of any construction or development authorized by Beaufort County prior to the Properties' annexation and the City's initial approval of the Development Agreement.
14. Agreeing that it is the intent to have Paragraph 18 (a) (iv) on Page 24 of the Agreement (Records Book 1718 at Page 85), *Controlled Access*, applicable only to the Cane Island Retreat Tract.
15. Clarifying that notwithstanding the exemptions of Paragraph 18 (g) on Page 27 of the Agreement (Records Book 1718 at Page 88), *Bike Trails/Sidewalks*, developments in the Airport Junction Tract and Hanover Park Tract, but not Cane Island Retreat, shall provide sidewalks in accordance with the current UDO regulations.
16. Notwithstanding anything in the Development Agreement to the contrary, 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 in the City. Owner agrees to implement any mandated program which is applicable City-wide and imposed upon all development similar in circumstances, size, acreage or units of development as the properties subject to this Development Agreement, for such areas of the Property which have not then been platted, once development begins on the respective Properties and at least two hundred (200) building permits are issued for Dwelling Units, and provided the City in the future develops reasonable incentives or programs applicable City-wide to encourage multiple housing options at a diversity of pricing points and makes those incentives or programs available to the Owner. Owner 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 option units. .

SIGNATURES AND ACKNOWLEDGMENTS BEGIN ON FOLLOWING PAGE

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

CANE ISLAND RETREAT, LLC

WITNESS

Frederick G. Trask, Managing Member

WITNESS

AIRPORT JUNCTION, LLC

WITNESS

Frederick G. Trask, Managing Member

WITNESS

HANOVER PLACE, LLC

WITNESS

Frederick G. Trask, Managing Member

WITNESS

GLEASON PLACE, LP

WITNESS

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

WITNESS

SEA ISLAND HOMEPLACE, LP

WITNESS

WITNESS

**Frederick G. Trask, General
Partner**

CITY OF BEAUFORT

WITNESS

By: _____
Scott Dadson, City Manager

WITNESS

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

I HEREBY CERTIFY, that on this ____ day of _____, 2007 before me, the undersigned Notary Public of the State of South Carolina, personally appeared Frederick G. Trask, President of Airport Junction, LLC, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within document, who acknowledged the due execution of the foregoing document.

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

_____Notary
Public for South Carolina
My Commission Expires:

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT) ACKNOWLEDGMENT

I HEREBY CERTIFY, that on this ____ day of _____, 2007
before me, the undersigned Notary Public of the State of South Carolina, personally
appeared Frederick G. Trask, General Partner of Sea Island Homeplace, LP, known to me
(or satisfactorily proven) to be the person whose name is subscribed to the within
document, who acknowledged the due execution of the foregoing document.

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

_____Notary
Public for South Carolina
My Commission Expires:

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT) ACKNOWLEDGMENT

I HEREBY CERTIFY, that on this ____ day of _____, 2007
before me, the undersigned Notary Public of the State of South Carolina, personally
appeared Frederick G. Trask, managing member of Hanover Park, LLC, known to me (or
satisfactorily proven) to be the person whose name is subscribed to the within document,
who acknowledged the due execution of the foregoing document.

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

_____Notary
Public for South Carolina
My Commission Expires:

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT) ACKNOWLEDGMENT

I HEREBY CERTIFY, that on this ____ day of _____, 2007
before me, the undersigned Notary Public of the State of South Carolina, personally
appeared Scott Dadson, City Manager of the City of Beaufort, known to me (or
satisfactorily proven) to be the person whose name is subscribed to the within document,
who acknowledged the due execution of the foregoing document.

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

_____Notary
Public for South Carolina
My Commission Expires: