

# AGENDA ITEM:

## XI-H

Ordinance item H

**STATE OF SOUTH CAROLINA  
COUNTY OF JASPER**

**ORDINANCE 2022-\_\_**

**AN ORDINANCE  
OF JASPER COUNTY COUNCIL**

**APPROVING A DEVELOPMENT AGREEMENT FOR CHELSEA PLANTATION, LLC PURSUANT TO THE SOUTH CAROLINA LOCAL GOVERNMENT DEVELOPMENT AGREEMENT ACT AND ARTICLE IV, TITLE 20 OF THE CODE OF ORDINANCES OF JASPER COUNTY, AND AUTHORIZING THE CHAIRMAN OF JASPER COUNTY COUNCIL TO EXECUTE SAID DEVELOPMENT AGREEMENT**

WHEREAS, the South Carolina Local Government Development Agreement Act, South Carolina Code of Laws, Title 6, Chapter 31 (1976, as amended) (the “Act”), authorizes local governments to enter into development agreements with a developer as therein defined; and

WHEREAS, Jasper County Council (“Council”), the governing body of Jasper County, South Carolina (the “County” has adopted Article IV, Title 20 of the Code of Ordinances of Jasper County governing Jasper County’s participation in development agreements (the “Ordinance”); and

WHEREAS, Chelsea Plantation, LLC is the owner of certain lands suitable for development, consisting of approximately 2,893 acres of real property more particularly described in Exhibit A hereto; and

WHEREAS, pursuant to the Act and the Ordinance, the County is authorized to enter into binding development agreements with entities having legal or equitable interest in real property; and

WHEREAS, the County and the Owner have now concluded their negotiations with respect to the terms for a development agreement for the real property subject to the development agreement; and

WHEREAS, the County has provided for and held the statutorily required public hearings, finds that the development agreement is consistent with the Comprehensive Plan for Jasper County, as amended, and that approval of the development agreement would be in the best interests of the County.

**NOW THEREFORE BE IT ORDAINED** by the Jasper County Council in council duly assembled and by the authority of the same:

1. The Development Agreement, in substantially the form attached hereto as Exhibit A, with such minor or grammatical changes as the Chairman of Jasper County Council shall approve upon the advice of the County Attorney and County Administrator, her execution of a definitive Development Agreement to be conclusive evidence of such approval, is hereby approved.
2. The Development Agreement, in substantially the same form attached hereto as Exhibit A, shall be executed by the Council Chairman and delivered on behalf of the County by the County Administrator, and the Clerk to Council is authorized to attest the signature of the Chairman of the Jasper County Council. The consummation of the transactions and undertakings described in the Development Agreement, and such additional transactions and undertakings as may be determined necessary by the County Administrator to be necessary to fully implement the Development Agreement are hereby approved.
3. If any one or more of the provisions of this Ordinance should be contrary to law, then such provision shall be deemed severable from the remaining provisions, and shall in no way affect the validity of the other provisions of this Ordinance.

4. This ordinance shall take effect upon approval by Council.

**JASPER COUNTY COUNCIL**

By: \_\_\_\_\_  
**Barbara Clark, Chairperson**

**ATTEST:**

\_\_\_\_\_  
**Wanda Simmons, Clerk to Council**

**First Reading:** \_\_\_\_\_  
**Second Reading:** \_\_\_\_\_  
**Public Hearings:** \_\_\_\_\_ and \_\_\_\_\_  
**Third Reading and Adoption:** \_\_\_\_\_

It is required that the Development Agreement be attached as Exhibit A prior to Second Reading.

Reviewed for form and draftsmanship by the Jasper County Attorney:

\_\_\_\_\_  
David Tedder

\_\_\_\_\_  
Date

**EXHIBIT A**  
Chelsea Plantation Development Agreement

ORDINANCE

ITEM

H – clean copy

STATE OF SOUTH CAROLINA            )  
  )  
COUNTY OF JASPER                    )     **DEVELOPMENT AGREEMENT**  
  )  
  )     **CHELSEA SOUTH**

This Development Agreement ("**Agreement**") is made and entered this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between **CHELSEA PLANTATION, LLC**, a Missouri limited liability company, as landowner and contract vendee ("**Owner**"), and the governmental authority of the **JASPER COUNTY, SOUTH CAROLINA** ("**County**").

**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 "[t]he 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 County 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 is the legal owner of approximately 2,893.12 acres of real property located in Jasper County, South Carolina, consisting of TMS No. 008-00-002-001 and TMS No. 081-00-02-008, and proposes to develop, or cause to be developed, therein a mixture of residential, mixed use or commercial and conservation uses as described in the Planned

Development District Standards adopted contemporaneously herewith by separate County Ordinance No. O-2022-\_\_\_\_\_; and,

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

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

**WHEREAS**, the program for development of the Property presents an opportunity for the County to secure quality planning and growth to protect the environment and strengthen and revitalized the tax base; and,

**WHEREAS**, this Development Agreement is being made and entered between Owner and the County, 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 the Jasper County Zoning Ordinance and the Planned Development District Standards for the Chelsea South Tract (as hereinafter defined) without encountering future changes in law which would affect the ability to develop under the Jasper County Zoning Ordinance and the Planned Development District Standards for the Chelsea South Tract, and for the purpose of providing important protection to the natural environment and long term financial stability and a viable tax base to the County, and for the purpose of providing certain funding and funding sources to assist the County in meeting the service and infrastructure needs associated with the development authorized hereunder;

**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 the County and Owner by entering this Agreement, and to encourage well planned development by Owner, the receipt and sufficiency of such consideration being hereby acknowledged, the County 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 in 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; incorporated herein by reference.

**"Additional Tract"** shall mean the real property consisting of approximately 2673.42 acres, which is legally described on Exhibit A-2 attached hereto, as may be amended with the agreement of the County and Owner.

**"Adjustment Factor"** shall mean the greater of three percent 3% per annum or the annual inflation factor supplied to local governments by the SC Department of Revenue and Fiscal Affairs for use by local governments in determining allowable millage increases, such adjustment to be applied on July 1<sup>st</sup> of each year with the first adjustment being applied July 1, 2022.

**"Agreement"** shall mean this Development Agreement as amended by the County and Developer in writing from time to time.

**"Association"** shall mean one (1) or more property owners' associations established to maintain portions of the Property.

**"BJWSA"** shall mean the Beaufort/Jasper Water and Sewer Authority, its successors or assigns.

**"Builder"** shall mean any Person applying for a building permit to construct a structure on a portion of the Property.

**"Chelsea South Tract"** shall mean the real property consisting of approximately 291.7 acres, which is legally described on Exhibit A-1 attached hereto, as may be amended with the agreement of the County and Owner.

**"Civic Site"** shall mean that certain site as set forth in Section 11(B).

**“Conceptual Master Plan”** shall mean the Conceptual Master Plan adopted as part of the Planned Development District Standards by the County, as the same may be modified by agreement of the Owner and the County, attached hereto as **Exhibit B-2**.

**“County”** shall mean Jasper County, South Carolina.

**“Developer” or “Owner”** means Chelsea Plantation, LLC and all successors in title or assigns or lessees of the Owner who undertake Development of the Property who are transferred in writing from the Owner portions of the Development Rights.

**“Development”** means the development of portions of the Property and construction of improvements thereon as contemplated in the Zoning Regulations.

**“Development Fees” or “Developer Fees”** shall have the meaning set forth in Section X of this Agreement.

**“Development Rights”** means all rights provided to the Owner or a Developer by the Owner or Developers in accordance with the Zoning Regulations and this Development Agreement.

**“Civic Fund”** shall mean the segregated interest bearing Escrow Account into which all Development Fees for Fire are contributed.

**“Owner”** means Chelsea Plantation, LLC, a Missouri limited liability company, together with all subsidiaries thereof and other entities, which have a legal interest on the date of execution hereof in any of the Property described in Exhibit A and includes its corporate successors and any assignee, whereby such interest is assigned in whole or in part in writing.

**“Park Fund”** shall mean the segregated interest bearing Escrow Account into which all Development Fees for Parks are contributed.

**“PDD Ordinance”** means the Jasper County Ordinance No. \_\_\_\_\_, adopted on \_\_\_\_\_, 2022, thereby approving the PDD, and is attached hereto as **Exhibit B-1**.

**“Person”** means any individual, limited liability company, limited liability partnership, corporation, trust or other legal entity.

**“Planned Development District”** or **“PDD”** means the area designated as the Chelsea South Tract Planned Development District (or “Chelsea South Tract PDD”) approved by the County of Jasper on \_\_\_\_\_, 2022, as more particularly described as **Exhibit A** attached hereto.

**“Planned Development District Standards”** or **“PDD Standards”** means the development standards applicable to the Chelsea South Tract PDD, including the Conceptual Master Plan, adopted by the County through the PDD Ordinance, attached hereto as **Exhibit B-2**.

**“Project”** means the Development that will occur within and upon the Chelsea South Tract.

**“Property”** means the sum of the Chelsea South Tract and the Additional Tract, which consists of approximately 2,536.13 acres of highland and approximately 428.99 acres of wetlands, with a total gross acreage of approximately 2,893.12 acres, as more fully described on **Exhibits A-1 and A-2** attached hereto.

**“Roadway Fund”** shall mean the segregated interest bearing account into which all Development Fees for Roads are contributed until utilized for public roadway improvements.

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

**“Zoning Ordinance”** means the Jasper County Zoning Ordinance adopted November 13, 2007, as amended through the Effective Date hereof, and attached hereto as **Exhibit C** and incorporated herein by reference.

**“Zoning Regulations”** means the PDD establishing a Planned Development District for the Property, and all the attachments thereto, including but not being limited to the PDD Plan, all narratives, applications, and site development standards thereof (a copy of all of which is attached hereto marked **Exhibit B-2** and incorporated herein by reference), all as same may be hereafter amended by mutual agreement of the County and the Owner, this Development Agreement, and

the Jasper County Development Ordinance(s) being codified with Municode© and current on Municode© through Supplement No. 3 as of June 21, 2021 as amended through the date of this Agreement except as the provisions thereof may be clarified or modified by the terms of the PDD and this Agreement., and all other applicable statutes, ordinances and regulations governing uses and development of the Property.

**III. TERM.**

The term of this Agreement shall commence on the date this Agreement is executed by the County and Owner and shall expire on January 1, 2053 ("**Termination Date**"). Nothing in this Agreement shall be interpreted to preclude the Parties from extending the Termination Date by mutual agreement or from entering into subsequent development agreements.

**IV. DEVELOPMENT OF THE PROPERTY.**

The Property shall be developed in accordance with the Zoning Regulations and this Agreement. All costs charged by or to the County for reviews required by the Jasper County Zoning and Development Ordinances shall be paid by the Owner or Developer or other party applying for such review as generally charged throughout the County for plan review. The County shall, throughout the Term, maintain or cause to be maintained, a procedure for the processing of reviews as contemplated by the Zoning Regulations and this Agreement.

**V. CHANGES TO ZONING REGULATIONS; NOTICE OF ASSIGNMENT; WATER AND SEWER SERVICE.**

The Zoning Regulations relating to the Property subject to this Agreement shall not be amended or modified during the Term, without the express written consent of the Owner, except in accordance with the procedures and provisions of § 6-31-80 (B) of the Act, which Owner shall have the right to challenge. Owner does, for itself and its successors and assigns, including Developers and notwithstanding the Zoning Regulations, agrees to be bound by the following:

1. The Owner shall be required to notify the County, 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 and associated square footage of structure, as applicable, subject to the transfer. Developers transferring Development Rights 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 County an acknowledgment of this Agreement and a commitment to be bound by it.

2. The Owners and Developers, and their respective heirs, successors and assigns agree that all Development, with the exception of irrigation, incidental maintenance facilities, earthwork and similar amenities which exist from time to time, and facilities existing at the date of this Agreement will be served by potable water and sewer prior to occupancy, except as otherwise provided herein for temporary use, temporary being defined as one year or less. Septic tanks and/or wells may be allowed with the permission of BJWSA where there is a specific finding that such use for specific portions of the Property will comply with the overall environmental standards.

**VI. DEVELOPMENT SCHEDULE.**

The Project shall be developed in accordance with the development schedule, attached as **Exhibit D**, or as may be amended by Owner or Developer(s) in the future to reflect actual market absorption. Pursuant to the Act, the failure of the Owner and any Developer to meet the initial 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 good faith efforts by the Owners and Developers to attain compliance with the development schedule. These schedules are planning and forecasting tools only, and shall not be interpreted as mandating the development pace initially forecast or preventing a faster pace if market conditions support a faster pace. 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. Development activity may occur faster or slower than the forecast schedule, as a matter of right, depending upon market conditions. Furthermore, periodic adjustments to the development schedule which may be submitted unilaterally by Owners / Developers in the future shall not be considered a material amendment or breach of the Agreement.

**VII. LAND USES AND DENSITIES.**

**A. Chelsea South Tract.**

1. **Permitted Land Uses and Intensities.** Currently, Development of the Project is planned to consist primarily of mixed use, residential, and commercial development, which shall be limited to the total densities and uses set forth in the PDD Standards and as shown on the Conceptual Master Plan. As specified in the PDD Standards, the location of lots, buildings,

and other elements may vary at the time of Master Plan submittal when more specific designs are available, as long as the general concept of development shown on the Conceptual Master Plan is followed.

**2. Building Development Criteria.** The criteria as set forth in Section D of the PDD Standards shall apply with respect to lot size, frontage, setbacks, impervious surface and height requirements, respectively, within the Project.

**3. Conversion of Commercial Acreage to Residential Acreage.** In accordance with Section II.C.3 of the PDD Standards, Owner and/or Developers shall have the right to increase the allowable residential density by converting commercial acreage to residential acreage pursuant to the conversion rate set forth therein. Owner and/or Developers shall notify the County of such conversions within the Project.

**B. Additional Tract.**

Pursuant to the Official Zoning Map of Jasper County, the Additional Tract is currently zoned Rural Agricultural and is not currently served by public water and sewer. The development of the Additional Tract is dependent upon the availability of water and sewer facilities, as well as market conditions. At such time as the necessary water and sewer infrastructure is available, traffic and other development considerations are adequately assessed and addressed, and the market conditions will support the development of the Additional Tract, Owner and County will work together to either: (1) to add and subject the Additional Tract to the standards set forth in the PDD Standards, or (2) develop a separate planned development district governing the development of the Additional Tract.

**VIII. RESTRICTED ACCESS**

The Owner and/or each Developer shall have the right (but not the obligation) to create restricted access communities within the Property as long as such limited access does not adversely affect in any material respect adjacent traffic patterns located on public rights-of-way.

**IX. 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 Zoning Regulations, as defined herein and modified hereby, and as may be modified in the future with the approval of the Owner pursuant to the terms hereof, and of this Agreement for the entirety of the Term. Future enactments of, or changes or amendments to the County ordinances, including zoning or development standards ordinances,

which conflict with the Zoning Regulations shall not apply to the Property unless the procedures and provisions of § 6-31-80 (B) of the Act are followed, which Owner shall have the right to challenge. Notwithstanding the above, the Property will be subject to then current fire safety standards and state and/or federal environmental quality standards of general application.

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, or any ad valorem tax of general application throughout the County found by the Jasper County Council to be necessary to protect the health, safety and welfare of the citizens of the County.

**X. INFRASTRUCTURE AND SERVICES.**

The County and Owner recognize that the majority of the direct costs associated with the Development of the Project 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 County. For clarification, the parties make specific note of and acknowledge the following:

**A. Private Roads.** All private roads within the Project shall be constructed by the Owner, Developer or other parties and maintained by such party(ies) and/or Association(s), or dedicated for maintenance to other appropriate entities. Unless set forth in this Agreement or the County otherwise agrees, the County will not be responsible for the construction or maintenance of any private roads within the Project.

**B. Public Roads / Future Improvements.** All public roads outside the Project that serve the Project are under the jurisdiction of the State of South Carolina regarding access, construction, improvements and maintenance. Owner acknowledges that it must comply with all applicable state statutes and rules and regulations of the South Carolina Department of Transportation ("**SCDOT**") or its successor regarding access and use of such public roads. Future public roads may serve the Project. Owner has engaged Kimley Horn and Associates, Inc., to prepare a traffic impact analysis which has been submitted to the SCDOT for review and comment. In accordance with the recommendations of the SCDOT, Owner will work with SCDOT and Jasper County to obtain three (3) full movement access points to the Project, which shall provide direct access to SC Highway 170 N and Snake Road, as defined in the Planned Development District approved by the County and as shown on the Conceptual Master Plan. Upon Completion of construction of any such improvements within the SCDOT right of way, and

acceptance by SCDOT, the SCDOT shall maintain all roadway improvements within the public road right of way.

Primary access to the interior of the Project shall be provided from Snake Road via a new Sub-Collector Road, as shown on the Conceptual Master Plan. Upon obtaining permits from applicable governmental authorities, Owner shall design and construct the Sub-Collector Road and its intersections in accordance with the SCDOT and Jasper County standards. Once constructed in accordance with SCDOT and Jasper County standards, Owner may offer to dedicate the Sub-Collector Road to the County, and the County, in its discretion, may accept ownership and maintenance responsibility for the Sub-Collector Road.

The access point locations described above and shown on the Conceptual Master Plan are preliminary. The final number and location of all access points will be determined at the time of a Master Plan submittal for these areas in consultation with SCDOT. These accesses may be relocated to accommodate a traffic modeling information, site specific characteristics, and adjacent land uses. Additional access points may be allowed, provided they are consistent with future access management plans and are approved as part of a Master Plan submittal.

To the extent that any third party is permitted by the County to utilize any public road right-of-way within the Project to install underground utilities or other public services within such road right-of-way, then the County shall require that such party perform such work in a good and workmanlike manner and restore any damage to such right-of-ways and/or landscaping or other improvements in connection therewith promptly. All utility improvements within such road right-of-way(s) shall be located underground, except such above ground improvements related thereto, such as lift stations, meter boxes, etc. To the extent practical, Owner will utilize construction accesses and temporary construction roads to minimize the use by construction vehicles and construction supply trucks of the public roads to be constructed, to avoid undue wear and tear.

**C. Reserved.**

**D. Potable Water.** Potable water will be supplied to the Property by BJWSA, or some other legally constituted public or private provider allowed to operate in the County. The County shall not be responsible for any construction, treatment, maintenance or costs associated with water service to the Property unless the County elects to provide such services with the



agreement of the applicable utility authority then providing such service to the Property. Owner will construct or cause to be constructed all related infrastructure improvements within the Property, which will be maintained by it or the service provider as provided in any utility agreement between Owner and the service provider.

**E. Sewage Treatment and Disposal.** Sewage treatment and disposal will be provided by BJWSA or some other legally constituted public or private provider allowed to operate in the County. The County will not be responsible for any treatment, maintenance or costs associated with sewage treatment within the Property, unless the County elects to provide such service with the agreement of the applicable utility authority then providing such service to the Property. Nothing herein shall be construed as precluding the County from providing sewer services to its residents in accordance with applicable provisions of law. Owner will construct or cause to be constructed all related infrastructure improvements within the Property, which will be maintained by it or the provider as provided in any utility agreement between Owner and the service provider.

**F. Use of Effluent.** Owner agrees that treated effluent will be disposed of only in such manner as may be approved by DHEC and the BJWSA. The County will use good faith efforts to cooperate with the Owner to support Owner in its obtaining gray water in connection with providing irrigation water for landscaped areas within the Property. The Owner or its designee shall have the right to operate an irrigation system to provide irrigation services in connection with all or any portion of the Property, provided such is approved by DHEC or other applicable regulatory authority.

**G. Police Services.** County shall provide police protection services to the Property on the same basis as is provided to other similarly situated residents and businesses in the County with the exception of restricted access communities, which may elect to provide in-house patrol services by security forces and/or constables and elect in writing to forego regular County patrol functions. Owner acknowledges the jurisdiction of the sheriff of Jasper County on the Property and shall not interfere or in anyway hinder law enforcement activities of either on the Property regardless of whether such may be a restricted access community. Should Owner desire an increased level of service above the normal County level of police service, Owner shall be responsible for either providing such services through the use of private security forces or shall pay the County's direct and indirect costs for providing such increased level of service.

**H. Fire Services.** County shall provide fire protection services to the Property on the same basis as is provided to other similarly situated residents and businesses in the County. Owner acknowledges the jurisdiction of the County's fire department on the Property and shall not interfere or in anyway hinder public safety activities on the Property regardless of whether such may be a restricted access community.

**I. Sanitation Services.** County will not provide sanitation services to any properties with the Property. Should Owner desire such services, the Owner shall provide these directly to the Property by a private licensed private contractor.

**J. Recreation Services.** County shall provide recreation services to the Property on the same basis as it provided to other similarly situated residents and businesses in the County.

**K. Library Services.** Such services are now provided by Jasper County. These services will be provided for the Property on the same basis as provided to other similarly situated residents or businesses in the County..

**L. Emergency Medical Services (EMS).** Such services are now provided by Jasper County. County shall not be obligated to provide EMS services to the Property, absent its election to provide such services on a County-wide basis.

**M. Drainage System.** All stormwater runoff, treatment and drainage system improvements within the Property will be designed in accordance with the Zoning Regulations and Best Management Practices then current. All stormwater runoff, treatment and drainage system improvements for the Property shall be constructed by Owner or the Association. The County will not be responsible for any construction or maintenance cost associated with the stormwater runoff, treatment and drainage system within the Property.

**N. Storm Water Quality.** Protection of the quality in nearby waters and wetlands is a primary goal of the County. The Owners shall be required to abide by all provisions of federal, state and local 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 storm water. Further provisions regarding Storm Water are included within the PDD for this Project.

**XI. CONVEYANCES AND CONTRIBUTIONS.**

The County and Owner understand and agree that future development of the Property shall result in additional public services being required to be provided by the County and other governmental agencies. The County and Owner acknowledge it is desirable that certain public facilities be located in the vicinity of the Property. The Owner agrees to participate in mitigating certain initial costs of the County for such services as provided in this Agreement. The following items are hereby agreed upon to be provided by Owner, its successors and assigns, to offset such future costs and expenditures created by the Development of the Property:

**A. Civic Site.**

a. Unless the County chooses to locate a site on nearby property as set forth in Section XI(A)(2) below, which choice will release Owner from the obligation to transfer property and shall obligate Owner to make a financial contribution in lieu of property transfer, Owner shall convey to County, at no costs to the County, three (3) acres of land within the Project at a location to be utilized as a civic services site (the "**Civic Site**"), which may be used for fire, police, EMS, community facility, or other public safety and support facility, which site shall be conveyed to County no later than ninety (90) days from Owner's receipt of a certification by the County that all necessary plans, permits, and funding have been obtained and completed in order to commence construction of a civic facility on the Civic Site. Owner shall also be entitled to reserve such easements, rights of way and encroachments as may be necessary for the further Development of the Project. The location of such Fire Site shall be mutually agreed upon by Owner and the County, but shall be a location that allows for the provision of fire and other local governmental services to residents and others located upon the Property and adjacent areas in an efficient manner. **The parties acknowledge that the value of the Fire Site shall be deemed to be \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) ("Civic Site Value")** and the Owner shall be entitled to credits against the Civic Development Fees payable with respect to the Property in the amount of the Civic Site Value.

b. The County may choose to locate the civic facilities in coordination with another development near this Property (generally known as Center Point) to locate the three acre Civic Site upon that property, and if so, the dedication of the Civic Site may not occur. In such event, the Owner shall provide an advance on the Civic Site Fees equal to the value of the Civic Site value set forth above to be used for supporting infrastructure at the Center Point Civic Site, with funding due at the time the County certifies that that all necessary plans, permits, and funding have been obtained and completed in order to commence construction of a civic facility on the Civic Site.

c. The County shall be responsible for obtaining the necessary zoning and permitting, including but not limited to any amendment to the PDD Standards or the Master Plan that may be necessary for Development of the Civic Site. All Development Fees for Civic as hereafter provided shall be placed in a segregated interest bearing account and such funds ("**Civic Funds**") shall be allocated and utilized to construct and equip a fire/emergency services and/or community services facility upon the Civic Site. Upon completion of the Development of the Civic Site by the County, the County shall be entitled to utilize any excess funds in such account which are not needed in connection with the Development of the Civic Site, an in conjunction with other Development Fees, to mitigate impacts relating to the Property.

**B. Development Fees.** To assist the County in meeting expenses resulting from ongoing development, Owner shall pay development fees for Road, Civic and Parks ("**Development Fees**") as follows:

DEVELOPMENT FEES	AMOUNT
Commercial and Retail Space	See <u>Exhibit E</u> attached hereto and made a part hereof.
Residential Dwelling Units	\$5,891.00 – Road* [\$891.90 is for internal, on-site roads; \$5,000.00 is for external, off-site roads, of which \$1,090.00 is allocated to the Snake Road and Highway 170 traffic mitigation recommendations from Kimley-Horn and SCDOT)  \$1,572.000 – Civic (Police, EMS and Fire)  \$1,683.00 – Park
Multifamily Dwelling Units	\$4,067.12 – Road* [\$317.12 is for internal, on-site roads; \$3,750.00 is for external, off-site roads, of which \$817.50.00 is allocated to the Snake Road and Highway 170 traffic mitigation recommendations from Kimley-Horn and SCDOT)  \$1,179.00 – Civic (Police, EMS and Fire) \$1,262.25 – Park

\*Roadways. Notwithstanding anything contained herein to the contrary, in the event that the Owner elects to construct internal arterial roadways by use of funds from assessments imposed upon the Property, and the County shall consent to the creation of a special taxing district and is able to obtain bond financing which is non-recourse as to the County, with respect to raising proceeds to construct such roadways, then the Owner shall notify the County prior to the sale of the first residential unit from the Property (“Roadway Assessment Notice”), whereupon the County shall take such action as necessary to implement special assessment taxing district with respect to the Property (as Owner requests) to enable the Owner to obtain up to \$\_\_\_\_\_ of principal proceeds which monies shall be made available by the County to the Owner (as and when needed by the Owner) to design, permit and construct such roadways and (i) upon obtaining such funding (which may be in phases), the Owner shall design, permit and construct portions of such roadways, and (ii) upon Owner providing such Roadway Assessment Notice to the County, the Development Fees for Roads with respect to (a)

commercial and retail space shall be as set forth in Exhibit E attached hereto; (b) residential dwelling units shall be reduced from \$\_\_\_\_\_ per residential units for Roads to \$\_\_\_\_\_per residential unit for Roads, and (c) multi-family dwelling units shall be reduced from \$\_\_\_\_\_ per unit to \$\_\_\_\_\_per multi-family unit.

(i) All Development Fees shall be collected at the time of obtaining a building permit and placed in separate interest bearing accounts established for Roads, Civic and Parks which may be utilized for the purposes set forth in this Agreement.

(ii) Notwithstanding any provisions to the contrary contained within this Agreement, it is acknowledged Jasper County is in the process of considering the adoption of Impact Fees as allowed by §6-1-910, et. seq. of the South Carolina Code of Laws (1976, as amended). In the event Impact Fees are adopted by the County, the Property shall be subject to such fees provided they are applied uniformly to similar properties as this Property, and provided further, that any Developer Fees paid by the Developer under Article XI (1) and (2) shall be credited against the Impact Fees to the extent the Development fees are for items included in the capital program incorporated in the formulation of the Impact Fees, or for the traffic improvements on Highway 170 and Snake Road as recommended by the SCDOT as itemized above. It is further provided Owner and/or Developers shall be subject to the payment of any and all present or future permitting fees enacted by the County that are of County wide application and that relate to processing applications, development permits, building permits, review of plans, or inspection (no other capital improvement related impact, development or other extractions).

(iii) Except as set forth in this Agreement, 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 by entities other than the County, provided however, if an entity other than the County is permitted by County to impose fees or obligations similar in nature to those contemplated by this Agreement, the Owner shall be entitled to either an offset against the Development Fees of this Agreement the amount of such fees or obligations which are collected or a credit against the other fees allowed to be collected. It is the intent of the parties that the fees and obligations contemplated by this Agreement are the only obligations which will be imposed upon the Property and that County shall not permit any other governmental authority to impose fees or obligations of a similar nature to that which are contemplated by this Agreement without providing for a credit against the other fees for the fees due under this Agreement; provided, however, the provisions of this paragraph shall not preclude the County or another governmental authority from imposing a fee of a nature which is for services or improvements other than those

contemplated under this Agreement - (i.e., roads, fire/public safety), which are imposed on a consistent basis throughout the area regulated by such governmental authority imposing such obligations. The County or other governing body shall not be precluded by this Agreement from charging fees for delivery of services to citizens or residents (i.e., an EMS response fee or the like), nor from charging fees statutorily authorized in the future (i.e, a real estate transfer fee or the like) which are not collected as a prerequisite to approval of a plat, plan or construction.

(iv) The fees set forth above in Article XI are vested for the entire Property during the Term of this Agreement and shall not be increased. No other Development Fee or development obligation shall be imposed in connection with the property, except as may be allowed pursuant to Article X and fees set out in generally applicable ordinances such as building permitting fees and inspection fees. The Civic and Road Development Fees are subject to an annual inflation factor equal to inflation factor as provided by the State of South Carolina to each local government for the calculation of tax millage increases.

(vi) 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 County shall recognize all such written assignments of such rights and shall credit same against any Development Fees which are owned pursuant to this Agreement.

(vi) All Development Fees for on-site, internal roads to be constructed within the Property which are collected shall be held by the County in an insured interest bearing account ("**On-Site Roadway Fund**") and all such monies shall be utilized, unless otherwise agreed by the County and Owner, to reimburse Owner for the construction of internal roadways (which shall be paid by County to Owner within thirty (30) days after substantial completion of each roadway segment out of the first funds in the On-Site Roadway Fund).

(vii) All Development Fees for external, off-site roads which are collected shall be held by the County in a separate insured interest bearing account ("**Off-Site Roadway Fund**") and all such monies shall be utilized, unless otherwise agreed by the County and Owner, to first reimburse Owner for the construction of the Highway 170 and Snake Road external roadway improvements recommended by Kimley-Horn and the SCDOT (which shall be paid by County to Owner within thirty (30) days after substantial completion of each roadway segment out of the first funds in the Off-Sit Roadway Fund). Thereafter, these Off-Site Roadway Funds shall be

used, in the discretion of the County, for traffic and highway improvements as contained in the capital improvement program to be funded by the proposed County impact fees, or other traffic and highway improvements to Highway 170, Snake Road, Highway 462, or Argent Boulevard.

(ix) Nothing in this Agreement shall be construed to prevent the establishment by the County, County or other governmental entity, solely or in conjunction with each other, of a Tax Increment, FILOT, Multi-County Business Park, or other special tax district or financing vehicle authorized by applicable provisions of the Code of Laws of South Carolina (1976 as amended), so long as such do not operate to increase the ad valorem taxes or assessment against the Property or cost to the Owner or Developer, unless the Owner or Developer (as applicable) otherwise agrees or same is otherwise expressly permitted pursuant to the terms of this Agreement. It is acknowledged that at the written election of Owner a county improvement district and/or special taxing district may be implemented for the Property as set forth in this Agreement. It is further acknowledged that Chelsea South Tract is already contained in the Project Frasier Multi-County Industrial/Business Park

(x) Owner agrees to pay the costs and expenses of the County's consultants and professionals incurred in negotiating, processing and evaluating this Agreement and the accompanying PDD. County will provide sufficient documentation of these charges. Owner shall pay such fees within 60 days of the delivery of the invoice(s).

## **XII. PERMITTING PROCEDURES.**

**A.** The County agrees to allow the Developer the ability to permit and construct model homes without utilities (i.e., "dry models") and to relocate the models as necessary within each subdivision.

**B.** The County agrees that the Owner and/or any Developer is not required to phase development but shall have the right to do so.

**C.** The County agrees to review all land use changes, land development applications, and plats in an expeditious manner in accordance with procedures set forth in the County Zoning Regulations, as modified by the PDD Standards for this Project. Developer may submit these items for concurrent review with the County and other governmental authorities. County 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.



D. Signage for the Project is governed by the provisions of the PDD Standards for this Project.

E. The County acknowledges that the Owner and/or Developer has the initial right of architectural review regarding improvements and building upon the Property, subject to normal review by the County Planning Commission.

F. The County agrees to allow plat recording with a financial security instrument acceptable to the County prior to completion of infrastructure development and to issue building permits and permit sale of lots prior to completion of such bonded infrastructure; in accordance with the County Zoning Regulations, as modified by the PDD Standards for this Property.

G. The County agrees the Property shall be governed by County Zoning Regulations as in effect at the time of execution of this Agreement. If future codes are more desirable to Property, then Developer may request the County to have such regulations become applicable to any portion of the Project that Owner designates.

H. The County agrees that the Property is approved and fully vested for intensity, density, development fees, uses and height, and shall not have any obligations for on or off site transportation or other facilities or improvements other than as specifically provided in this Agreement, but must adhere to then current requirements of the PDD Standards, including, but not limited to the Conceptual Master Plan, and subdivision plat and development plan procedural guidelines. The County may not impose additional development obligations or regulations in connection with the ownership or development of the Property, except in accordance with the procedures and provisions of § 6-31-80 (B) of the Act, which the Owner shall have the right to challenge.

I. Private Roadways 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 in order to provide interconnectivity between interior subdivisions, commercial or institutional areas and public gathering areas. Public Road Improvements are subject to the drainage requirements of the public agency having jurisdiction and/or ownership. Roadway cross sections utilizing swale drainage will be designed, constructed and maintained to meet 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 PDD Standards prepared by Developer subject to the approval of the County Planning Administrator.

J. All plan review fees shall be consistent with the fees charged generally in the County.

**XIII. DEVELOPER ENTITLEMENTS.**

County acknowledges that Developer is vested with the following items:

A. The County will, to the extent available, promote public transportation which exists within the County to service the Property.

B. Intentionally Deleted

C. All drainage systems constructed within the Project shall be owned and maintained by one (1) or more Association(s) which may be established for various portions of the Property and the County shall have no responsibility for the construction, operation or maintenance of such systems. Such systems shall be constructed in compliance with any applicable federal, state, or local requirement utilizing then current Best Management Practices.

D. Sidewalks will be required within the Property, in order to provide interconnectivity between interior subdivisions, commercial or institutional areas and public gathering areas and in areas of high pedestrian traffic .

E. On-site burning will be permitted within the Property upon obtaining applicable permits.

F. The County agrees to cooperate with the Owner and each Developer with county, state and federal roadway permitting in connection with the Development of portions of the Property.

1. G. County services, including, but not limited to, police, fire, sanitation, recreational parks and other governmental services shall be supplied to the Property in the same manner and to the same extent as provided to other properties within the County, subject to the limitations (if any) of Section X above. Subject to the limitations of Section X above (if any),

should the Owner require enhanced services beyond that which is routinely provided within the County, then the County agrees that upon the written request of Owner, it shall negotiate in good faith with the Owner to provide such enhanced services to the Property. Any enhanced services shall be at the sole cost, if any, of the Owner.

**XIV. COMPLIANCE REVIEWS.**

As long as Owner owns any portion of the Property, Owner or its designee, shall meet with the County, or its designee, at least once, per year, during the Term to review Development completed by Owner in the prior year and the Development anticipated to be commenced or completed by Owner in the ensuing year. The Owner, or its designee, shall 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, 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 within a reasonable time after written request by the County.

**XV. DEFAULTS.**

The failure of the Owner, Developer or the County to comply with the terms of this Agreement not cured within thirty (30) 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 period and is proceeding diligently and expeditiously to complete such cure) shall constitute a default, entitling the non-defaulting party to pursue such remedies that are deemed appropriate, including specific performance; provided however no termination of this Agreement may be declared by the County 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 County or its designee from issuing stop work orders or voiding permits issued for Development when such Development contravenes the provisions of the Zoning Regulations or this Agreement.

Each Party recognizes that the other Party may suffer irreparable harm from a material breach of this Agreement and that no adequate remedy at law may exist to enforce this Agreement. Consequently, the Parties agree that any non-breaching Party who seeks

enforcement of the Agreement is entitled to seek the equitable remedies of injunction and specific performance. However, if there is a dispute between the County and Property Owner, or its successor or assign, concerning the terms, meaning, interpretation, rights or obligations under this Agreement (including any determination of material breach under the Act), the Parties agree to submit such dispute to prompt mediation before invoking legal proceedings. This pre-litigation mediation, conducted pursuant to South Carolina Rules for Alternative Dispute Resolution with subsequent judicial action lying in the Court of Common Pleas for Jasper County, shall be initiated by one Party notifying the other Party or Parties in writing of the dispute together with a request for mediation as described herein. The Parties agree that disputes under this Agreement not involving the Current Regulations are contractual matters, not appealable to the Zoning Board of Appeals or the Planning Commission, but to the Court of Common Pleas for Jasper County; however, matters involving the application of the Current Regulations are not contractual, but are subject to the administrative review and appellate provisions involving the Zoning Board of Appeals or the Planning Commission.

A default of the Owner shall not constitute a default by Developers, and default by Developers shall not constitute a default by the Owner. Notwithstanding the foregoing, the failure of the Owner to reasonably pursue the required permitting/approvals for and completion of required traffic mitigation measures shall be grounds for the cessation of the issuance of development permits for future sites; provided, however, that should the County Administrator determine that there is a default by the Owner, he shall immediately notify the Owner in writing by certified mail, return receipt requested, and allow the Owner fifteen (15) days to respond with an explanation of why Owner is not in default or a plan for remedying the default. In the event the Owner presents a plan of remediation for approval by the County Administrator, whose approval shall not be unreasonably withheld, the parties shall agree to a commercially reasonable time to complete the remediation plan, and during such time no negative action shall be taken against the Owner or Developers. Failure to submit such a response or failure to subsequently pursue a plan of remediation shall may result in a moratorium on future development permits, a stop work order, and any other consequences reasonably determined by the County Administrator. The parties acknowledge that owners of completed buildings within the Project shall not be obligated for the obligations of the Owner or Developer set forth in this Agreement, unless the Property remains under unified ownership or unless such owners of completed buildings have been assigned any rights under this Agreement. In such case, the owners of completed buildings shall also be obligated for obligations set forth in this Agreement.

**XVI. MODIFICATION OF AGREEMENT.**

This Agreement may be modified or amended only by the written agreement of the County and the Owner; such written agreement may be by resolution or ordinance at County's discretion. 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.

This Agreement may be modified or amended as to a portion of the Property only by the written agreement of the County and the Owner of said portion of the Property. 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 change, amendment, waiver, modification, discharge, termination or abandonment is sought to be enforced.

If an amendment affects less than all the persons and entities comprising the Owners, then only the County and those affected persons or entities need to sign such written amendment. Because this Agreement constitutes the plan for certain planned unit development under the zoning ordinance, minor modifications to a site plan or to development provisions may be made without a public hearing or amendment to applicable ordinances. 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, and such approval or consent shall be in writing and signed by the affected parties. Wherever said consent or approval is required, the same shall not be unreasonably withheld.

The master plans are not intended to be rigid, exact site plans for future development. The location of roads, buildings, recreational amenities and other elements may vary at the time of permit applications when more specific designs are available, as long as the maximum densities set herein and the general concept of environmentally sensitive residential and commercial developments suggested by the master plans are followed and respected; however, reductions in required buffers and setbacks in relation to external properties and roadways are a major modification. Such minor variations are eligible to be approved at staff level in accordance with the Zoning Regulations.

**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 shall be given at the following addresses:

To the County:                   County Administrator  
  Jasper County  
  PO Box 1149  
  Ridgeland, SC 29936

With Copy to:                   County Attorney  
  Jasper County  
  PO Box 1149  
  Ridgeland, SC 29936

And to the Owner at:           Chelsea Plantation, LLC  
  \_\_\_\_\_  
  \_\_\_\_\_  
  ATTN: \_\_\_\_\_

With Copy to:                   Nexsen Pruet, LLC  
  205 King Street, Suite 401  
  Charleston, SC 29401  
  ATTN: George Bullwinkel, III, Esquire

**XVIII. ENFORCEMENT.**

Any party hereto shall have the right to enforce the terms, provisions and conditions of this Agreement (if not cured within the applicable cure period) 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.

**XIX. GENERAL.**

**A. 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 Developer(s) and the County 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 County 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 County 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.

**B. Estoppel Certificate.** The County, 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.

**C. Entire Agreement.** This Agreement sets forth, and incorporates by reference all of the agreements, conditions and understandings among the County 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.

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

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

**F. 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. This Agreement should be construed so as to effectuate the public purpose of settlement of disputes, while protecting the public health, safety and welfare, including but not limited to ensuring the adequacy of public facilities and compatibility between developed and undeveloped lands and their uses.

**G. Reserved.**

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

**I. 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.

**J. Agreement to Cooperate.** In the event of any legal action instituted by a third party or other governmental entity or official challenging the validity of any provision of this Agreement, the parties hereby agree to cooperate in defending such action; provided, however, each party shall retain the right to pursue its own independent legal defense.



**K. Eminent Domain.** Nothing contained in this Agreement shall limit, impair or restrict the County's right and power of eminent domain under the laws of the State of South Carolina.

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

**M. Recording.** Within fourteen (14) days after execution of this Agreement, the Property Owner shall record the agreement with the Jasper County Register of Deeds. The burdens of this Agreement are binding upon, and the benefits of this Agreement shall inure to, all successors in interest and assigns of the Parties to this Agreement.

**N. Agreement to Run with the Land.** This Agreement shall be recorded against the Real Property as described in Exhibit A and shown on Exhibits B attached hereto. The agreements contained herein shall be deemed to run with the land. The burdens of this Agreement are binding upon, and the benefits of the Agreement shall inure to, all successors in interest to the Parties to the Agreement.

**XX. SUCCESSORS AND ASSIGNS.**

**A. Binding Effect.** This Agreement shall be binding on the successors and assigns of the Owner in the ownership or Development of any portion of the Property or the Project. A purchaser, lessee or other successor in interest of any portion of the Property shall be solely responsible for performance of obligations hereunder as to the portion or portions of the Property so transferred. Developers or other assignees of development tracts shall be required to execute a written acknowledgment accepting and agreeing to perform the obligations in this Agreement, said document to be in recordable form and provided to the County at the time of the recording of any deed transferring a development tract. Following delivery of such documents, the previous Owner shall be released of any further liability or obligation with respect to the obligations.

The Owner shall not be required to notify the County or obtain the County's consent with regard to the sale of lots in residential areas.

**B. Transfer of Project.** The Property Owner shall be entitled to transfer any portion or all of the Real Property to a purchaser(s), subject to the following exceptions:

1. **Transfer of Facilities and Service Obligations.** Simultaneous with the Owner conveying any portion of the Property to a third party, the Owner shall be required to obtain a written agreement in substantially the same form as **Exhibit F**, attached hereto and incorporated herein by reference, expressly assuming the obligations with regard to the parcel conveyed and the potential Development of same. The Owner shall notify the County within thirty (30) days after the conveyance of the property, provide the County with the applicable documents assigning the development obligations to the transferee and record the same in the office of the Jasper County Register of Deeds.

2. **Assignment of Development Rights.** Any and all conveyances of any portion of the Property subject to the intensities/square footage set forth in Section VII herein to third party developers shall, by written agreement in substantially the same form as **Exhibit F**, assign a precise number of residential units and/or commercial/office square footage along with the permitted land uses that may be constructed on the subject property being conveyed. The Owner shall notify the County within thirty (30) days of the conveyance of the property, provide the County with the applicable documents assigning the development rights to the transferee and record the same in the Office of the Jasper County Register of Deeds.

3. **Mortgage Lenders.** Notwithstanding anything to the contrary contained herein, the exceptions to transfer contained in this Section shall not apply: (i) to any mortgage lender either as the result of foreclosure of any mortgage secured by any portion of the Property or any other transfer in lieu of foreclosure; (ii) to any third party purchaser at such a foreclosure; or (iii) to any third party purchaser of such mortgage lender's interest subsequent to the mortgage lender's acquiring ownership of any portion of the Property as set forth above. Furthermore, nothing contained herein shall prevent, hinder or delay any transfer or any portion of the Property to any such mortgage lender or subsequent purchaser. Notwithstanding the foregoing, the obligations and restrictions arising under this Development Agreement run with the land, and a foreclosure or

subsequent transfer does not extinguish the obligations and restrictions, arising hereunder, and such shall survive the foreclosure or subsequent transfer. It is the intention of this subsection to merely forgo the prerequisite notice of transfer documentation contained in subsections 1 and 2 immediately above.

**C. Release of Property Owner.** In the Event of conveyance of all or a portion of the Property and compliance with the conditions set forth herein, and specifically subsections XX(B) (1) and (2), Chelsea Plantation, LLC shall be released from all obligations 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.

## **XXI. 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 A-1** and **Exhibit A-2** attached hereto. The present legal Owner of the Chelsea South Tract and the Additional Tract is Chelsea Plantation, LLC.

**2. Duration of Agreement.** The duration of this Agreement shall be as provided in Article III.

**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 Zoning Regulations, as supplemented by this Agreement. Based on prior experience with the type of Development contemplated by the Zoning Regulations, it is estimated that the average size household of the Project will be

2.5 persons. Based on maximum density build out, the population density of the Project is anticipated to be approximately 1,767 persons.

**4. Required Public Facilities.** The utility services available to the Property are described generally above regarding water service, sewer service, cable and other telecommunication services, gas service, electrical services, telephone service and solid waste disposal. The mandatory procedures of the Zoning Regulations will ensure availability of roads and utilities to serve the residents on a timely basis.

**5. Dedication of Land and Provisions to Protect Environmentally Sensitive Areas.** All requirements relating to land transfers for public facilities are set forth in Article XI above. The Zoning 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 Zoning Regulations. Specific permits must be obtained prior to commencing Development, consistent with the standards set forth in the Zoning Regulations. Building Permits must 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. 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, unless otherwise provided hereunder.

**7. Comprehensive Plan and Development Agreement.** The Development permitted and proposed under the Zoning Regulations and permitted under this Agreement is consistent with the Comprehensive Plan and with current land use regulations of the County, which include a Planned Development District for the Property.

**8. Terms for Public Health, Safety and Welfare.** The County 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 Zoning Regulations and existing laws.

**9. Historical Structures.** Any cultural, historical structure or sites will be addressed through the applicable federal and state permitting process at the time of development.

**[SIGNATURE PAGES TO FOLLOW]**

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

WITNESSES: **CHELSEA PLANTATION, LLC**, a Missouri limited liability company

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

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

I HEREBY CERTIFY, that on this \_\_\_\_ day of \_\_\_\_\_, 2022. before me, the undersigned Notary Public of the State and County aforesaid, personally appeared the duly authorized official of \_\_\_\_\_, 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 official seal the day and year last above mentioned.

\_\_\_\_\_  
Notary Public for South Carolina  
Printed Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

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

WITNESSES:

JASPER COUNTY, SOUTH CAROLINA

\_\_\_\_\_  
\_\_\_\_\_

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

Its: \_\_\_\_\_

STATE OF SOUTH CAROLINA.

)

ACKNOWLEDGMENT

COUNTY OF JASPER.

)

)

I HEREBY CERTIFY, that on this \_\_\_\_ day of \_\_\_\_\_, 2022. before me, the undersigned Notary Public of the State and County aforesaid, personally appeared \_\_\_\_\_, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within document, as the appropriate officials of Jasper County, South Carolina, 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 South Carolina  
Printed Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_





**EXHIBIT A-1**

**TO DEVELOPMENT AGREEMENT**

**PROPERTY DESCRIPTION OF CHELSEA SOUTH TRACT**

**Please provide a general acreage description with a sketch map and TMP**

**[FINAL TO BE INSERTED BEFORE THIRD READING EXECUTION]**



**EXHIBIT A-2**  
**TO DEVELOPMENT AGREEMENT**  
**PROPERTY DESCRIPTION OF ADDITIONAL TRACT**

**Please provide a general acreage description with a sketch map and TMP**

**[FINAL TO BE INSERTED BEFORE THIRD READING]**

**EXHIBIT B-1  
TO DEVELOPMENT AGREEMENT  
PDD ORDINANCE**

**[TO BE INSERTED AT EXECUTION]**



**EXHIBIT B-2**  
**TO DEVELOPMENT AGREEMENT**  
**CHELSEA SOUTH PLANNED DEVELOPMENT DISTRICT**

**[TO BE INSERTED AT EXECUTION]**

**EXHIBIT C**  
**TO DEVELOPMENT AGREEMENT**  
**ZONING REGULATIONS**

**[TO BE INSERTED AT EXECUTION]**

**EXHIBIT D**  
**TO DEVELOPMENT AGREEMENT**  
**DEVELOPMENT SCHEDULE**

Development of the Property is expected to occur over the \_\_\_\_ year term of the Agreement, with the sequence and timing of development activity to be dictated largely by market conditions. The following estimate of expected activity is hereby included, to be updated by Owner as the development evolves over the term:

<b><u>Type of Development</u></b>	<b><u>Year(s) of Commencement / Completion</u></b>
Multifamily / Apartments	200_ commencement, expected Buildout ____.
Commercial	200_ commencement, expected buildout ____.
Residential, Single Family	200_ commencement, expected buildout ____.
Mixed Use	200_ commencement, expected buildout ____.

As stated in the Development Agreement, Section VI, actual development may occur more rapidly or less rapidly, based on market conditions and final product mix.



**EXHIBIT E**

**TO DEVELOPMENT AGREEMENT**

Land Use Type	Commercial Fees				Total
	Offsite Roads	On-Site Roads	Public Safety	Park	
<b><u>General</u></b>					
Hotel/Motel (per room)					
Bed & Breakfast,					
<b><u>Office</u></b>					
General Office (per 1,000 sq ft)					
Medical office (per 1,000 sq ft)					
<b><u>Rental / Commercial</u></b>					
Retail – under 100,000 sq ft (per 1,000 sq ft)					
Retail – 1,000 to 499,000 sq ft (per 1,000 sq ft)					
Retail – over 50,000 sq ft (per 1,000 sq ft)					
Gasoline/Convenience (per pump)					
Day Care Center (each)					
Nursing Home/ Assisted Living (per bed)					
<b><u>Industrial</u></b>					
Warehousing (per 1,000 sq ft)					
General Industrial (warehousing & office per 1,000 sq ft)					



**EXHIBIT F**

**TO DEVELOPMENT AGREEMENT**

**Form Partial Assignment and Assumption of Rights and Obligations Under Development Agreement**

STATE OF SOUTH CAROLINA )  
 )  
 )  
 COUNTY OF JASPER )

PARTIAL ASSIGNMENT AND  
 ASSUMPTION OF RIGHTS AND  
 OBLIGATIONS UNDER  
 DEVELOPMENT AGREEMENT

This PARTIAL ASSIGNMENT AND ASSUMPTION OF RIGHTS AND OBLIGATIONS UNDER DEVELOPMENT AGREEMENT (“Partial Assignment and Assumption”) is dated as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between Chelsea Plantation, LLC, a South Carolina limited liability company (“Assignor”) and \_\_\_\_\_ (“Assignee”).

RECITALS:

WHEREAS, on or about \_\_\_\_\_, 2022, Assignor entered into that certain Chelsea South Development Agreement (“Agreement”) with the County of Jasper, South Carolina (the “County”), incident to the future development of approximately two thousand eight hundred ninety three and one twelfth acres (2,893.12) of real property, as further described on Exhibit “A” attached hereto (the “Property”), which Agreement was recorded in the Office of the Register of Deeds of Jasper County, South Carolina (the “ROD”) in Volume \_\_\_\_ at Page \_\_\_\_\_; and

WHEREAS, on \_\_\_\_\_, \_\_\_\_\_, Assignor conveyed \_\_\_\_\_ (\_\_\_\_) acres of Real Property to Assignee, as is more fully described on Exhibit “B” attached hereto (the “Transferred Property”), by that certain \_\_\_\_\_ deed recorded on \_\_\_\_\_, \_\_\_\_\_ in the ROD in Volume \_\_\_\_ at Page \_\_\_\_\_; and

WHEREAS, as an integral part of the conveyance of the Transferred Property from Assignor to Assignee, it is the desire and intention of Assignor to assign to Assignee, and it is the desire and intention of Assignee to assume certain rights, privileges and obligation under the terms of the Development Agreement applicable to the Transferred Property, thus necessitating the preparation and execution of the within Partial Assignment and Assumption.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy whereof is herewith acknowledged, the parties hereby agree as follows, to wit:

1. Partial Assignment and Assumption of Rights Privileges and Obligations Applicable to the Transferred Property Pursuant to the Development Agreement. Assignor does hereby transfer, assign, convey and deliver unto Assignee, its successors and assigns, all of Assignor’s rights, privileges and obligations as described in the Development Agreement with respect to \_\_\_\_\_ (\_\_\_\_) acres with an \_\_\_\_\_ density not to exceed \_\_\_\_\_ (\_\_\_\_) square feet (as further described in Section VII of the Development Agreement) (the “Allocated Rights”). Assignee hereby assumes and agrees to perform all of Assignor’s rights, privileges and obligations as described in the Development Agreement, applicable to the Transferred Property, including without limitation, the Assumed Obligations (as defined below). Assignee acknowledges receipt of the Development Agreement and all Exhibits thereto and agrees to be bound by the terms thereof and to develop the Transferred Property in accordance with such terms. The rights and obligations hereby assigned and assumed shall be covenants running with the land, binding upon the parties hereto and their successors and assigns. Notwithstanding anything herein to the contrary, Assignee shall not convert (and shall have no right to convert) any of the \_\_\_\_\_ (\_\_\_\_) acres designated \_\_\_\_\_ density (not to exceed \_\_\_\_\_ (\_\_\_\_) square feet) to use for single family detached or multi-family residential dwellings units, as is permitted under the Development Agreement.

2. Assumed Obligations. In connection with this Partial Assignment and Assumption, Assignee agrees to assume, and release Assignor from any liability for, the following obligations (the "Assumed Obligations") arising under the Development Agreement:

- (i) \_\_\_\_\_
- (ii) \_\_\_\_\_
- (iii) \_\_\_\_\_

3. Default and Enforcement of Provisions. Upon the failure of Assignor or Assignee to comply with the terms of the Development Agreement and this Partial Assignment and Assumption incident to the Property, the non-defaulting party may pursue the remedies of injunction and specific performance, but not to any other legal or equitable remedies, including, but not limited to, damages; provided, however, the parties agree that neither party shall be entitled to punitive damages.

4. Indemnification. Assignee agrees to indemnify, defend and hold harmless Assignor, its agents, principals, successors and assigns, and their affiliates from and against all losses, costs, damages, and reasonable attorney fees arising out of any breach by Assignee of the Development Agreement from and after the Closing Date, including without limitation the Assumed Obligations set forth in Section 2 hereof.

5. Notices. Any notice, demand, request, consent, approval or communication among any of the parties hereto shall be in writing and shall be delivered or addressed as provided under Section XVII of the Development Agreement and shall also be addressed as follows:

As to Assignee:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attn: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Facsimile Number: \_\_\_\_\_  
e-mail: \_\_\_\_\_

With a required copy to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attn: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Facsimile Number: \_\_\_\_\_  
e-mail: \_\_\_\_\_

To Assignor:

Chelsea Plantation, LLC

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attn: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Facsimile Number: \_\_\_\_\_  
E-mail: \_\_\_\_\_

With a required copy to:

Nexsen Pruet, LLC  
205 King Street, Suite 400  
Charleston, SC 29401  
Attention: George Bullwinkel, Esq.  
Phone: (843) 720-1716

6. **Binding Effect.** This Partial Assignment and Assumption shall inure to the benefit of and be binding upon the respective parties hereto, their successors and assigns.

7. **Governing Law.** The within Partial Assignment and Assumption shall be interpreted and construed and conform to the laws of the State of South Carolina.

8. **Reaffirmation of Terms.** All other terms, conditions, rights and privileges contained in the Development Agreement not specifically referenced herein shall remain in full force and effect and binding upon the parties hereto and their successors and assigns.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**IN WITNESS WHEREOF**, the parties have caused this Partial Assignment and Assumption to be duly executed as of the date set forth above.

Signed, sealed and delivered  
in the presence of:

**ASSIGNEE:**

\_\_\_\_\_,  
\_\_\_\_\_

\_\_\_\_\_  
Witness

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

Its: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Witness

STATE OF SOUTH CAROLINA

)

ACKNOWLEDGMENT

COUNTY OF \_\_\_\_\_

)

)

I, the undersigned Notary Public, do hereby certify that \_\_\_\_\_, as  
\_\_\_\_\_ of \_\_\_\_\_, personally  
appeared before me this day and, in the presence of the two witnesses above named, acknowledged the due  
execution of the foregoing instrument.

Witness my hand and seal this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public for South Carolina

Printed Name: \_\_\_\_\_

My Commission expires: \_\_\_\_\_





Signed, sealed and delivered  
in the presence of:

**ASSIGNOR:**

Witness:

Chelsea Plantation, LLC

\_\_\_\_\_

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

\_\_\_\_\_

Its: \_\_\_\_\_

STATE OF SOUTH CAROLINA     )

)

**ACKNOWLEDGMENT**

COUNTY OF JASPER             )

I, \_\_\_\_\_, the undersigned Notary of the Public of the State of South Carolina, do hereby certify that \_\_\_\_\_, \_\_\_\_\_ of Chelsea Plantation, LLC, personally appeared before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, and acknowledged the execution of the foregoing instrument.

Witness my hand and seal this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public for South Carolina  
Printed Name: \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

**Exhibit B**  
**Transferred Property**

# AGENDA ITEM:

## XI-I

Ordinance item I



## Jasper County Planning and Building Services

358 Third Avenue - Post Office Box 1659  
Ridgeland, South Carolina 29936  
Phone (843) 717-3650 Fax (843) 726-7707

Lisa Wagner, CFM  
Director of Planning and Building Services  
[lwagner@jaspercountysc.gov](mailto:lwagner@jaspercountysc.gov)

### Jasper County Council Staff Report

<b>Meeting Date:</b>	May 2, 2022
<b>Project:</b>	Zoning Map Amendment and Concept Plan – Planned Development District – CSP Development
<b>Applicant:</b>	Peter Zadoretzky, Co-Manager, Conduit Street Partners
<b>Tax Map Number:</b>	041-00-03-030
<b>Submitted For:</b>	1 <sup>st</sup> Reading
<b>Recommendation:</b>	Planning Commission reviewed this application at their March 8, 2022 Meeting and recommended approval of Planned Development District zoning designation and Concept Plan

**Description:** The Applicant has submitted a request for a Planned Development District (PDD) zoning designation, which will be known as CSP Development PDD. Included with the Zoning Map Amendment application is a PDD document and Concept Plan. The project site consists of 38.8 acres and is located along Independence Boulevard (Highway 278) between Brickyard Road and Hilton Head Lakes. The property is currently zoned Rural Preservation and is undeveloped.

**Analysis:** The PDD regulations are intended to accomplish the purpose of zoning and other applicable regulations to an equivalent or higher degree and are designed to control unscheduled development on individual lots or tracts, promote economical and efficient land use, provide an improved level of amenities, foster a harmonious variety of uses, encourage creative design, and produce a better environment. In view of the substantial public advantage of “planned development,” it is the intent of the PDD regulations to promote and encourage or require development in this form where appropriate in character, timing, and location, particularly in large undeveloped tracts. All PDD’s shall conform to the Jasper County Comprehensive Land Use Plan and Land Use Map (latest edition).

- **Comprehensive Plan:** According to the 2018 Jasper County Comprehensive Plan, the Future Land Use Map identifies this area as “Urban Transition,” which are pockets of unincorporated Jasper County that are partially or entirely surrounded by the municipality. For these areas that experience new development or redevelopment, consideration should be given to working with the adjacent municipality for annexation.

The Land Use Chapter of the Comprehensive Plan recommends guiding growth and new development in or around the municipalities where infrastructure and services are available to serve new growth.

- **Adjacent Zoning and Land Uses:** Figure 1 below shows the project location and Table 1 shows the adjacent land uses and zoning designation:

**Table 1. Adjacent Land Uses and Zoning Designations**

Adjacent Property	Existing Uses	Zoning	City or County
North	Vacant	PDD	City of Hardeeville
South	Vacant and Margaritaville	PDD	City of Hardeeville
West	Residential	Residential	Jasper County
East	Prime Storage	General Commercial	City of Hardeeville
East	Vacant and Hilton Head Lakes	PDD	City of Hardeeville

**Figure 1.**



- **Traffic and Access:** The subject property is accessed by Independence Boulevard, which is a four-lane state maintained highway, classified as an arterial road.

CSP Development’s Concept Plan illustrates the general layout, the arrangement of land uses, and access points. A Master Plan will be submitted separately and will provide additional information regarding the layout of the development.

The proposed PDD will establish the following:

- **Access Points** – three full access points, two on Independence Boulevard and one on Brickyard Road.
- **Allowed Land Uses** – single-family residential and amenities, such as, a clubhouse, swimming pool, mail kiosks, playground, fields, trails, etc.
- **Density** – 275 Residential Units for rent and amenities to support the communities.

- **Open Space** – 10% open space
- **Setbacks and Buffers** – 50’ buffers will be provided along the western boundary line and Independence Boulevard (Highway 278) and 20’ buffer around the remaining perimeter. No internal setbacks are proposed; however, the International Fire Code will be met. This community is located on one lot that will not be subdivided. Some of the single-family products may consist of cottages, townhouses, patio homes and villas.
- **Landscaping Standards** – will meet or exceed the County’s requirements.

The CSP PDD and Concept Plan meets all of the requirements for a PDD *Application and Concept Plan* as outlined in Article 8:1.7 of the Jasper County Zoning Ordinance except for a full traffic study. However, a traffic narrative, including trip generations and trip distribution, has been included in Exhibit Q.

**Public Notice:** Notices have been sent to all adjacent property owners, notifying them of the Applicant’s request to have the properties designated as PDD and providing them with an opportunity to comment. In addition, two (2) Zoning Application signs have been placed along Independence Boulevard.

**Staff Recommendation:** The PDD application is supported by the Comprehensive Plan; as such, Planning Commission recommends approval of the PDD zoning designation, the PDD document, and the Concept Plan with the following conditions.

- A Traffic Impact Analysis must be provided prior to or at time of Master Plan application submittal.

**Attachments:**

1. Ordinance adopting the PDD zoning designation
2. Application by the applicant
3. PDD Document and Concept Plan

**STATE OF SOUTH CAROLINA  
JASPER COUNTY**

**ORDINANCE #2022 - \_\_\_\_\_**

**AN ORDINANCE OF  
JASPER COUNTY COUNCIL**

**To adopt Planned Development District (PDD) Zoning for a tract of land consisting of approximately 38.84 acres, bearing Jasper County Tax Map Number 041-00-03-030, located along Highway 278, approximately 2 miles east of I-95, Exit 8, and known as CSP Development PDD.**

**WHEREAS**, The Planned Development District Zoning was adopted by Jasper County to permit and encourage flexibility in the development of land in order to promote its most appropriate use; and to do so in a manner that will enhance public health, safety, morals, and general welfare; and

**WHEREAS**, Jasper County has received a request from the owner of a tract of land consisting of approximately 38.84 acres, bearing Jasper County Tax Map Number 041-00-03-030, located along Highway 278, approximately 2 miles east of I-95, Exit 8 and known as CSP Development PDD, to zone such in accordance with submitted Planned Development District Standards prepared for Conduit Street Partners, LLC and accompanying Planned Development District Concept Map (Exhibit B); and

**WHEREAS**, the above mentioned property was duly posed, with public hearings properly noticed and held by the Jasper County Planning Commission on March 8, 2022, which recommended approval and adoption, and by the Jasper County Council on \_\_\_\_\_, 2022 and \_\_\_\_\_, 2022; and

**WHEREAS**, Jasper County council finds the Planned Development District Standards and the Concept Map (Exhibit B) to be in accordance with the statutory requirements of the state, and consistent with the Jasper County Comprehensive Plan, *Jasper's Journey*, as well as the Jasper County Zoning and Land Development Ordinances; and

**NOW THEREFORE, BE IT RESOLVED** by Jasper County Council, in council duly assembled and by the authority of the same:

1. Jasper County Council finds in accordance with the staff report, and

the recommendation of Jasper County Planning Commission, the proposed zoning is consistent with the continued pattern of growth in the vicinity and is in harmony with the Jasper County Comprehensive Plan. Good cause having been shown to approve the applicant's request for Planned Development District Zoning for the Property, and of the Planned Development District Standards and Conceptual Master Plan (Exhibit B), and to amend the Jasper County Official Zoning Map to reflect Planned Development District zoning for the tract of land consisting of approximately 38.84 acres, bearing Jasper County Tax Map Number 041-00-03-030 and known as the CSP Development PDD.

2. This ordinance shall take effect upon approval by Council.

---

**Ms. Barbara B. Clark**  
**Chairwoman**

**ATTEST:**

---

**Wanda Simmons**  
**Clerk to Council**

**ORDINANCE: # 2022-\_\_**

**First Reading:** May 2, 2022  
**Public Hearing:** \_\_\_\_\_  
**Second Reading:** \_\_\_\_\_  
**Second Public Hearing:** \_\_\_\_\_  
**Third Reading:** \_\_\_\_\_  
**Adopted:** \_\_\_\_\_

---

Considered by the Jasper County Planning Commission at it's meeting on  
March 8, 2022 and recommended for approval.

---



Reviewed for form and draftsmanship by the Jasper County Attorney.

**David Tedder** \_\_\_\_\_

\_\_\_\_\_ **Date**

# EXHIBIT B CONCEPTUAL MASTER PLAN



**Site Analysis**  
 Site Area: 30.64 acres  
 Wetlands: 1.73 acres  
 Gain Pond: 0.59 acres  
 Proposed Density: 265 Units

**Reference Information**  
 Parcel 3 "A"  
 Plan Book 18, Page 145  
 Tax Parcel: 10, 043, 00-03-030



## Jasper County Planning and Building Services

358 Third Avenue - Post Office Box 1659  
Ridgeland, South Carolina 29936  
Phone (843) 717-3650 Fax (843) 726-7707

### Zoning Map Amendment Application

<b>Owner or Owner-Authorized Applicant:</b>	Peter Zadoretzky, Co-Manager, Conduit Street Partners, LLC
<b>Address:</b>	59 Franklin Street Annapolis, MD 21401
<b>Telephone/Fax:</b>	410-703-0896
<b>Email:</b>	pzadoretzky@conduitstpartners.com
<b>Property Address or Physical Location:</b>	Parcel 3-A ON SC-27-141
<b>Tax Map Number(s):</b>	Pin. No. 041-00-03-030
<b>Gross Acreage:</b>	38.8 acres
<b>Current Zoning:</b>	RP - Rural Preservation
<b>Proposed Zoning:</b>	PDD - Planned Development District
<b>Administrative Fee: (\$250 per lot)</b>	Check attached - \$250
<b>Date Mailed or Hand Delivered:</b>	
<b>Reason for Request: (attach narrative if necessary)</b>	Narrative attached - plan to development first class build-to-rent residential dwellings community

2/2/2022

Signature of Owner or Owner-Authorized Applicant  
(Proof of owner-authorization required) ———> Letter of Authorization attached

Date

**Internal Use Only**

<b>Date Received:</b>	
<b>Amount Received:</b>	
<b>Staff Member:</b>	

**ZONING MAP AMENDMENT AUTHORIZATION LETTER**

January 31, 2022


Jasper County, South Carolina  
Planning and Building Services  
358 Third Avenue  
P.O. Box 1659  
Ridgeland, South Carolina



RE: Zoning Map Amendment Application seeking rezoning of Parcel Number 041-00-03-030  
from its existing RP classification to PDD

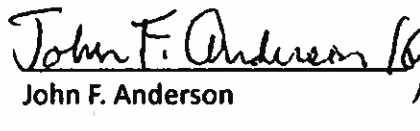

To Whom It May Concern:

This letter shall serve to confirm that Peter Zadoretzky, in his capacity of Co-Managing Member of Conduit Street Partners, LLC, is hereby authorized to execute or sign any required applications, petitions, documents, instruments, and certificates needed in support of the above referenced Application.

Sincerely,  
CO-OWNERS OF THE SUBJECT PARCEL:

  
Paul H. Anderson, Jr.

 (by  with express permission)  
Emily A. Tillman

 (by  with express permission)  
John F. Anderson

cc: Peter Zadoretzky

**PLANNED DEVELOPMENT DISTRICT  
ZONING AMENDMENT**

**FOR**

**CSP DEVELOPMENT  
(PIN 041-00-03-030)  
JASPER COUNTY, SOUTH CAROLINA**

**PREPARED FOR  
CONDUIT STREET PARTNERS, LLC  
FEBRUARY 9, 2022**

**J – 30007.0000**

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**SCHEDULE OF EXHIBITS:**

Exhibit A	Site Location Map	Exhibit I	FEMA Flood Zones
Exhibit B	Conceptual Master Plan	Exhibit J	BJWSA Availability to Serve Letter
Exhibit C	Property Aerial	Exhibit K	Dominion Availability to Serve Letter
Exhibit D-1	Jasper County Zoning Map	Exhibit L	Palmetto Availability to Serve Letter
Exhibit D-2	Hardeeville Zoning Map	Exhibit M	Hargray Availability to Serve Letter
Exhibit E	Wetlands Delineation	Exhibit N	Archaeological Report
Exhibit F	Boundary Survey	Exhibit O	Concept Development Schedule
Exhibit G	USDA Soils Data	Exhibit P	Fire Station and EMS Locations
Exhibit H	Topography	Exhibit Q	Thomas & Hutton Traffic Memo

**APPLICANT AND PLANNING TEAM**

Owner.....Paul H. Anderson, Emily A. Tillman  
& John F. Anderson

Developer / Applicant.....Conduit Street Partners, LLC  
Annapolis, MD  
Mr. Peter Zadoretzky

Land Planner and Engineer.....Thomas & Hutton Engineering  
Savannah, GA  
Mr. Lamar Mercer, P.E.  
Mr. Scott Monson, P.E.

Wetlands / Environmental Consultant and Permitting.....Newkirk Environmental Consultants, Inc.  
Beaufort, SC  
Mr. Ashley Howell

Archaeologist.....Brockington & Associates, Inc.  
Savannah, GA  
Mr. Alex Sweeney, MA, RPA

Land Use Attorney / Legal Counsel.....Bouhan Falligant LLP  
Savannah, GA  
John D. Northup III, Esq.

**CSP DEVELOPMENT  
PLANNED DEVELOPMENT DISTRICT  
AND  
CONCEPTUAL MASTER PLAN**

**SECTION I:****INTRODUCTION AND NARRATIVE**

The Conduit Street Partners, LLC project currently consists of one parcel located in Jasper County, SC. Currently, the parcel is zoned Rural Preservation ("RP") and is identified as PIN 041-00-03-030. The property is approximately 38.84 acres with substantial frontage on the north side of U.S. Highway 278 situated between the Hilton Head Lakes North development to its east and the Prime Storage facility to its west. The property is surrounded by City of Hardeeville land nearly all of which is zoned PDD with a very small area zoned GC (the Prime Storage property). The property has been in the Anderson Family estate for many years and was originally part of the J.A. Coleman Estate. **Exhibit A Site Location Map** is attached.

The property is under agreement to be purchased from the Anderson family members by the Applicant, Conduit Street Partners, LLC, who are pursuing a new PDD zoning encompassing all of the parcel to allow for the property to be developed under the stipulations set forth by the proposed PDD zoning in accordance with the Jasper County Zoning Ordinance (ZO) and Land Development Regulations (LDR) in effect at the time of submittal of this rezoning application. Upon approval, the benefits of the proposed PDD Standards shall apply to the Applicant / Owner and its successors and assignees. For the purposes of the PDD and **Exhibit B Conceptual Master Plan**, the parcel is hereby known as a single project ("CSP Development") in this document henceforth.

**A. THE PROPERTY**

1. The CSP Development property is a raw, unimproved forested, predominately uplands parcel in Jasper County. There are no nor have there ever been any existing buildings, structures, or other facilities on the property. The property is surrounded by PDD zoned Hardeeville land to its east, north and south and by Hardeeville GC zoned land to its west. It is bounded on its eastern side by the Hilton Head Lakes North development – a large, golf course residential community and one of the initial phases of the Hardeeville West Argent PDD development project. To the north and contiguous to the CSP Development is an undeveloped, principally forested, and regulated wetlands parcel which is also part of the West Argent PDD development project. West of the property is an existing Prime Storage facility situated on land located in Hardeeville and zoned GC. The southern property line of the property is frontage along the north side of highway U.S. 278 – a four lane divided, center median, limited access highway. And on the other/south side of U.S. 278 across the highway from the CSP Development there are two major Hardeeville PDD land parcels. One of the parcels is a part of the existing Latitude Margaritaville development and is at the present time planned to be Margaritaville's future 70-acre retail/commercial phase. The second parcel that is to the west and contiguous with the Latitude Margaritaville land is another very large Hardeeville PDD land parcel known as the Morgan PDD project. Both land tracts on the south side of U.S. 278 immediately across the highway from the proposed CSP Development are raw, unimproved but PDD zoned properties with existing Hardeeville



development agreements. Combined, the West Argent PDD, the Latitude Margaritaville PDD and the Morgan Tract PDD amount to approximately 10,500 acres of Hardeeville development parcels zoned PDD. The CSP Development 38.84-acre parcel has just under 2,700 feet of frontage along the north side of U.S. 278 and will access this highway at one central location in alignment with an existing median break. The CSP Development property will also have access to existing Brickyard Road at the road's eastern termination point which is located at the property's western property line. A **Property Aerial (Exhibit C)**, a **Jasper County Zoning Map (Exhibit D-1)** and a **Hardeeville Zoning Map (Exhibit D-2)** are provided.

2. The proposed PDD consists of approximately 38.84 acres and has an anticipated area of approximately 37 acres of uplands and approximately 1.5 acres of jurisdictional wetlands, and 0.5 acres of non-jurisdictional wetlands (excluded waters – gum pond) based upon a preliminary wetland exhibit prepared by Newkirk Environmental, dated December 2021 (see **Exhibit E Wetlands Delineation**). The delineation of the wetlands within the property have been submitted to the Army Corps of Engineers to obtain a valid Jurisdictional Determination. The Conceptual Plan has taken into account the jurisdictional wetlands and has avoided any development impacts to these areas. The property does not have any critical area or frontage on salt marsh or creeks.

3. **Exhibit F Boundary Survey** depicts the property boundary.

4. **Exhibit G USDA Soils Data** depicts soils types of the property

5. **Exhibit H Topography** depicts topographic information for the CSP Development property. GIS data topography was used for the purposes of the exhibit. Elevations on the site range from elevation 10.0 along its northern edge sloping quickly upwards to the property's interior where grades are relatively flat averaging between elevations 18.0 to 20.0 with two small knolls on the west end of the property averaging elevation 24.0. **Exhibit I FEMA Flood Zones Map** depicts the 2019 FEMA flood zones which indicate that the property is in FEMA zone "X" which is defined to be an area of minimal flood hazard generally above or outside the 500-year flood level. Finished floor elevations of building structures will adhere to current Flood Zone requirements of the Jasper County Land Development Regulations.

## **B. PLANNED DEVELOPMENT DISTRICT PROCESS**

1. The Planned Development District (PDD) was established by the Jasper County to encourage flexibility in the development of land to promote its most appropriate, economical, and efficient use as well as to encourage creative design and produce a better environment particularly for large undeveloped tracts. The purpose of the PDD is to, among other things, permit development for specialized purposes which are planned and developed on a unified basis. In this case the specialized purpose is a first-class Single-Family Rental Home ("SFR") community as proposed by Conduit Street Partners, LLC. The homes themselves will be of unique design, tasteful architecture and generally resemble residential cottage, villa and/or patio home types. The community will be under one ownership structure which will maintain most all aspects of the community, i.e., its infrastructure including its roads, the interior and exteriors of the homes and the grounds on which they are constructed including the community amenities and open spaces.

**C. CONCEPTUAL MASTER PLAN**

It is anticipated that the Conduit Street Development property will be developed over a period of no more than four to five years in as many as two phases in accordance with the Conceptual Master Plan as set forth in this document and as the same may be supplemented by subsequent master and development plans submitted pursuant to the provisions of this PDD (see **Exhibit N Concept Development Schedule**). The Conceptual Master Plan sets forth the general scope of the development including number of allowed units, development standards, infrastructure requirements, and other guidelines. In addition to the Conceptual Master Plan, development of the Property will be controlled by other provisions of the PDD.

The goal of this PDD is to produce a development that raises the quality of life and development standards in the area while also anticipating the County's existing and future needs for naturally affordable single-family homes.

The Conduit Street Development Conceptual Master Plan displays a general and privately owned and maintained roadway layout, general housing unit layout, open space areas as well as amenities that will serve the property. The final locations of these site elements may vary at the time of development permit. Proposed land uses in the development are detailed under Section 2 - Land Use Designation and Definitions.

The Conceptual Master Plan seeks to maintain open space requirements set forth in Section II, D.3 of this PDD. The open space and amenities will be owned and maintained by the Applicant / Owner, or other legally designated entity. Property deeded to a governmental or private utility entity will be the maintenance responsibility of that entity.

The Conceptual Master Plan and the provisions of this PDD will constitute the zoning for the Property and a waiver from the current Jasper County codes and regulations where differences occur. However,, activities in the PDD shall conform to all other Jasper County Zoning Ordinance and Land Development Regulations where differences do not occur.

The provisions of the Conceptual Master Plan shall apply to development of the property. In the event of a conflict, the hierarchy of documents will be the "to be approved", (i) Development Agreement (DA), (ii) the PDD and Conceptual Master Plan and, (iii) the Master Plan (MP).

**D. ENVIRONMENTAL PROTECTION**

1. As part of the development process, the CSP Development will meet or exceed the stormwater management requirements of Jasper County, and the requirements of South Carolina Department of Health and Environmental Control (DHEC) and Office of Ocean and Coastal Resource Management (OCRM).The Applicant / Owner will prepare stormwater management plans for the project as it is developed in accordance with a stormwater drainage master plan to be prepared by a professional engineering firm licensed by the State of South Carolina. The stormwater drainage master plan will address the hydrological characteristics of the entire site as well as adjacent drainage patterns of relative importance. The plan will address pre-development conditions and post-development stormwater management for flood control and sediment reduction. This plan will also address storm water quality through, among other things, the use of several types of BMP's (as established by the stormwater standards of the applicable state and federal governmental regulations) to enhance water quality and protect the adjacent wetlands.

2. Approximately 4 percent of the site consists of regulated jurisdictional wetlands. Exhibit E is a preliminary wetland plan prepared by Newkirk Environmental dated December 2021 which depicts the preliminary observation of wetlands vs uplands for the project area. The wetland plan has been submitted to the Army Corps of Engineers to obtain a jurisdictional determination prior to development of the property.

3. There will be no development impacts to the regulated jurisdictional wetlands. Subject to the approval of the Office of Ocean and Coastal Resource Management, the CSP Development will seek to remove/fill the non-regulated "gum pond" located in proximity to the project's proposed main entrance off highway U.S. 278.

**E. WATER AND SEWER SERVICE**

Water and sewer service will be provided to the CSP Development by Beaufort Jasper Water and Sewer Authority. Preliminary planning for the water and sewer systems will be provided at the time of Initial Master Plan submittal to Jasper County. Preliminary discussions with Beaufort-Jasper Water and Sewer Authority (BJWSA) indicate a willingness to serve the property. BJWSA operates and maintains water and sewer systems within their service area upon completion by the developer and acceptance by the Authority. See **Exhibit J BJWSA Availability to Serve Letter**.

**F. UTILITY SERVICE**

1. The CSP Development property is in the service territory of Dominion Energy for natural gas services, See **Exhibit K Dominion Energy Availability to Serve Letter**. The Applicant / Owner will coordinate with Dominion Energy regarding planning for the CSP Development project.

2. The CSP Development property is in the service territory of Palmetto Electric Cooperative for electric services, See **Exhibit L Palmetto Availability to Serve Letter**. The Applicant / Owner will coordinate with Dominion Energy regarding planning for the CSP Development project.

3. Hargray or/or another licensed provider will provide internet and communication services to the CSP Development property. The Applicant/Owner will coordinate with the provider regarding planning and installation of these services. All servicing is anticipated to be via fiber optics cable to include broadband capability. See **Exhibit M Hargray Availability to Serve Letter**.

4. Other Utility services shall be provided by legally established entities at the discretion of the Applicant / Owner, provided such are in accordance with the franchising ordinances/licensing with the County.

5. Utilities will be underground except as reasonably necessary for above ground support facilities.

**G. ROADWAYS AND TRAFFIC**

1. The CSP Development PDD shall have on-site roads designed and constructed to the standards of the Jasper County Land Development Regulations or other engineering standards

reasonably acceptable to the Jasper County Engineer. Roadway construction within SCDOT right-of-way's will be in accordance with SCDOT standards. Roadway section details will be submitted for review at time of development permit approval. Interconnectivity to other adjoining tracts of land is not proposed. Public access into or across other private developments will not be required. Roadway design standards may be modified subject to the approval of Jasper County to reduce environmental impacts provided safety concerns are not compromised. All onsite roads shall be privately owned and maintained.

2. The Applicant / Owner intends to create up to three new points of vehicular access to existing public roads and highways for the project. The first is proposed to be a main entrance ingress and egress to U.S. 278 located and aligned with the center most existing highway median cut. The second access location is anticipated to provide ingress and egress to U.S. 278 at the highway's median cut fronting the eastern end of the property. The third point of vehicular connectivity is planned as a proposed connection with existing Brickyard Road at the roads point of termination at the property's western property line and adjacent to the U.S. 278 right-of-way. A traffic plan study will be provided at the Master Plan stage. The traffic study shall be reviewed by the SCDOT and final configuration for the new accesses will be governed by the SCDOT. Final entrance configuration and locations will be based upon SCDOT guidelines at the time of development permit.

3. Access to the CSP Development PDD may be restricted and/or gated appropriately at the Applicant / Owner's discretion. Sidewalks and possibly trails shall be provided within the PDD at appropriate locations. The frequency and location of sidewalks or pathways shall be established based upon anticipated pedestrian circulation within the project. Sidewalks and trails shown on the Conceptual Master Plan are conceptual in nature and are subject to change over the course of the development permit process.

4. Notwithstanding the provisions of section G hereof, roadway design standards may be modified to reduce environmental impacts provided safety concerns are not compromised. To protect and preserve significant natural property attributes including avoiding wetland impacts, such design will be encouraged.

5. Reference **Thomas & Hutton Traffic Memo Exhibit Q** for preliminary traffic analysis and commentary concluding no material traffic impacts to existing road systems.

## **6. TREE PRESERVATION AND REPLACEMENT**

The CSP Development shall meet or exceed the minimum allowable post development tree coverage requirements of Jasper County. Trees required and/or worthy of preserving shall be incorporated into buffer areas around jurisdictional wetlands, in required buffer yards and in the required Highway Corridor Overlay District 50' buffer parallel and adjacent to the U.S. 278 Highway.

In those cases where the minimum allowable tree coverage cannot be met by preservation within a required buffer area, replacement trees shall be planted to meet the tree types and quantities as required by code. Trees to be preserved in buffer areas shall be identified and located by a tree survey within the CSP Development PDD.

Plantings, including trees, situated in any buffer area shall be maintained in good health and any

dead or damaged plants will be replaced. And if any tree in a buffer is severely damaged due to weather or other reasons, all severely damaged trees shall be replaced no later than the end of the next dormant season.

**I. PARKING**

Parking for the CSP Development community shall be provided by a combination of attached and/or detached residential parking garages and their corresponding driveways, and community surface parking lots for overflow parking, the community amenity areas and leasing offices. All parking shall be generally consistent with Jasper County development standards or as otherwise proposed by the Applicant/Owner and approved by Jasper County.

**J. STORMWATER MANAGEMENT**

The CSP Development PDD shall conform to the Stormwater Management Provisions of the Jasper County Land Development Standards including but not necessarily limited to the Jasper County Stormwater Management Design Manual and applicable state and federal requirements. Among other things, the post-development peak runoff discharge rate for the 2-, 10- and 25-year, 24-hour design storm events will be designed to control these rates to pre-development discharge rates. Additionally, the CSP Development PDD shall design its stormwater system to manage a 100-year, 24-hour storm event without causing damage to on-site and offsite structures. Sufficient stormwater best management practices will be employed in the development of the PDD to ensure runoff leaving the site does not degrade water quality of the surrounding receiving waters.

**K. CULTURAL AND HISTORICAL RESOURCES**

As part of a comprehensive study of the property a Phase I and Phase II archeological investigations and studies were conducted by Brockington & Associates. The investigations have concluded that there are no archeological sites eligible for the National Register requiring preservation or management considerations on the property. **Exhibit N Archeological Report** is attached.

**L. EMERGENCY SERVICES**

Fire and emergency medical services will be provided to the residents of the CSP Development by no less than two Jasper County Fire-Rescue stations which are located less than 5 miles from the property. **FIRE STATION AND EMS LOCATIONS EXHIBIT P** is attached identifying Jasper County Fire Stations 34 and 35 and their distances (each less than 5 miles) and times in route to the CSP Development.

**SECTION II:**

**LAND USE DESIGNATION AND DEFINITIONS**

**A. INTRODUCTION and NARRATIVE**

The Conceptual Master Plan consists of an area of approximately 38.84 acres. The proposed predominate uses shall include but not be necessarily limited to:

- For-Rent Single Family Residential
- Active and passive community amenity areas
- Model homes and leasing center
- Site infrastructure

The land use areas indicated on the Conceptual Master Plan are not intended to be rigid exact boundaries for future improvements. The Conceptual Master Plan PDD for the CSP Development shall maintain flexibility to accommodate specific soils conditions, environmental concerns, physical constraints, market conditions and design parameters and as such, the exact location of boundary lines and any proposed buildings or structures, between land uses and their subsequent location and size indicated within the planning area shall be subject to change at the time of the Master Plan Phase and Development Permit Plan submission; provided that maximum densities and other conditions of the Development Agreement between the Applicant / Owner and Jasper County, South Carolina will be adhered to strictly, unless adjustments are requested by the Applicant / Owner and approved by Jasper County.

All residential dwelling units, amenities, on-property infrastructure and improvements not dedicated or otherwise conveyed to public or private third parties shall be owned, controlled and maintained by the Applicant / Owner or its successors.

**B. ALLOWED LAND USES**

The following land uses shall be permitted in the CSP Development PDD. The purpose of this portion of the PDD document is to state which land uses shall be allowed within the CSP Development PDD and to clearly define development within the area. However, by allowing these uses this does not obligate the Applicant / Owner to provide all of the uses or facilities herein. The allowed land uses and definitions shall be as follows:

**For-Rent Single Family Residential**

- For-Rent Single Family Residential Dwelling - A detached or attached home used exclusively for residential purposes which is leased to its tenant(s) located on a single parcel of unsubdivided land. Dwelling units may have either private or shared access. Units may be arranged in a variety of configurations including detached, attached, back-to-back, side to side, vertical or any combination thereof.
- Home Sites - Individual un-platted sites available for short or long-term lease.
- Amenity Areas - including Club House / swimming pool / playground / bocce ball / cornhole / horseshoes / oyster tables / pickleball and tennis courts / amphitheater / fitness facility or other recreational amenities.

- Mail kiosks including drone delivery station(s)
- Utilities
- Recreational Amenity Uses such as, but not limited to:
  - Dog park
  - Multi-use field(s)
  - Gazebo
  - Kayak, canoe and boat storage areas
  - Trails or sidewalks
  - Bike paths
  - Mini-golf and/or golf putting green
  - Pavilion
  - Grilling areas
  - Common open space and other active and passive recreational uses
  - Maintenance Areas or Buildings
  - Planting/vegetable garden(s)

Design Standards and Regulations may be established for each area and use at the time of development permit, unless agreed at development permit approval or in this PDD, the standard for uses from the Jasper County Land Development Regulations shall apply.

Any easement that occurs within the property shall have the same land uses as any of the adjacent land uses. Any restrictions shall be based on the legal definition of the easement.

**C. ALLOWED DENSITY WITHIN PLANNING AREAS**

1. Preliminary planning for the Property contemplates the For-Rent Residential land use (including wetlands) for the entire property as depicted on the Conceptual Master Plan. The Conceptual Master Plan layout may be modified at the time of development permit application.
2. The total project is allowed a maximum of 275 For-Rent, Single Family Dwelling Units. The maximum size per dwelling unit shall be 2,500 square feet. The minimum dwelling unit shall be 800 square feet. The size and configuration of anticipated dwelling units displayed on the Conceptual Master Plan may be modified at the time of development permit. The submitted Conceptual Site Plan presently indicates 265 For-Rent, Single Family Dwelling Units.
3. Overall residential density may include both Attached and Detached Single Family Residential dwelling units.

**D. DEFINITIONS OF LAND USE TERMS AND DENSITY TERMS**

In the absence of a term definition in this Conceptual Master Plan or in the proposed CSP Development PDD with Jasper County, the definitions of the Jasper County Land Development Regulations shall apply in the interpretation of this Conceptual Master Plan. The definitions below shall generally describe the allowed uses and terms within the CSP Development PDD.

1. Acre
  - a. Gross Acre shall mean the entire acreage within the site boundaries.
  - b. Net Acre shall mean the acre which remains after deduction of easements for existing utilities, wetland buffers, and onsite wetlands.

**2. Maintenance Areas**

The maintenance areas will contain the facilities, tools, and equipment necessary to maintain the common properties and amenities within the CSP Development PDD. These facilities may be congregated on a central site or located in separate convenient sites for different services such as general community maintenance, recreation area maintenance or individual property regime maintenance.

Permitted uses include:

- a. Storage of vehicles and parts, boats, recreational vehicles, tools, supplies, and resident storage.
- b. Offices associated with community and maintenance.

**3. Open Space**

Total open space for the Property shall be calculated for the boundary of the Property and not on a site-specific basis for each parcel or phase of the Property, individual development or project. The Property shall provide at least 10% open space. Open space shall be calculated based upon the total gross acreage. Open space shall consist of the following:

- a. Landscape surface areas (areas not covered by buildings, parking, impervious surface) including manicured village greens or equivalent
- b. Lagoons, ponds, impoundments, and lakes (detention, retention, or recreational)
- c. Freshwater wetlands
- d. Wetland buffers
- e. Forest, wildlife preserves / corridors, conservation areas and greenbelts
- f. Community Park, amenity areas and community garden plots
- g. Recreation areas including swimming pools, tennis courts, playgrounds, multi-purpose fields, lawn games, gardens, etc.
- h. Pedestrian / bicycle trails /paths /nature trails
- i. Perimeter buffers

**4. Setbacks and Buffers**

- a. There shall be no minimum setbacks applied to the CSP Development PDD unless noted otherwise in this PDD document. Setbacks and buffers shall meet the minimum requirements established herein, and except as set forth in this PDD Standards, shall apply to the perimeter of the PDD only provided, however, that any required wetlands buffers shall apply according to law throughout the Property.
- b. Setbacks /buffer areas shall be provided for jurisdictional wetlands within the PDD. Setbacks / buffers for wetlands shall be 25 feet .
- c. Perimeter buffer standards shall include:



- (i) At adjacent property boundaries to the east and to the north of the PDD (adjacent properties to east and north are jurisdictional wetlands) buffers shall be 20 feet at a minimum. See PDD Conceptual Master Plan for proposed perimeter buffers. A 50-foot buffer shall be provided along the property's boundary with the GC zoned property to its west. Underground utilities and stormwater management facilities are allowed in the perimeter buffer area.
- (ii) At all buffers of the PDD, disturbances related to grading activities are allowed provided that the following preservation practices are met:
  - (A) Within 50-foot U.S. 278 highway buffer a minimum of 7 broadleaf overstory trees, 8 understory trees, and 35 shrubs shall be preserved or re-planted per 100 linear feet of U.S 278 frontage.
- (iii) Highway 278 Corridor Overlay District (HCOD) standards shall be adhered to provided that signage shall be governed by the provisions established by the future Master Plan.

#### 5. Wetlands

This designation allows the following uses within wetlands. Freshwater wetlands on the property shall be those areas over which the applicable governmental agencies claim jurisdiction for freshwater wetlands. Unless restricted via a future Memorandum of Understanding (MPA) to the contrary, the following are permitted uses:

- a. Open space and buffers
- b. Conservation areas
- c. Activities in all wetland areas as permitted by the U.S. Army Corps of Engineers and/or the South Carolina Department of Health and Environmental Control, Office of Ocean and Coastal Resource Management as applicable
- d. Disposal of reclaimed water as permitted by SCDHEC.
- e. Boardwalks, trails, bridges, and other permitted structures.
- f. Game Management

#### 6. Utilities

This designation allows for utility service to serve the planning areas of the CSP Development PDD. The following land uses shall be allowed only after written approval from the Applicant / Owner and its consultants for location and design. Screening, buffering, and other aesthetic matters must meet or exceed the Jasper County Land Development Regulations and may be approved at the time of site development application.

- a. Potable water supply and distribution
- b. Wastewater collection, treatment, and disposal

- c. Stormwater collection, treatment and detention
- d. Irrigation
- e. Communication towers
- f. Satellite antennas
- g. Cable television facilities
- h. Telephone facilities
- i. Power transmission and distribution
- j. Fiber optic lines
- k. Other utility services i.e., Internet access and other telecommunication uses

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 substations
5. Central telephone facilities/ Cell phone towers
6. Stormwater Management Lagoons
7. Natural Gas Supply
8. Sewer Pump Station

Infrastructure serving the community (on-site and off-site) will be approved as part of the development plan approval process.

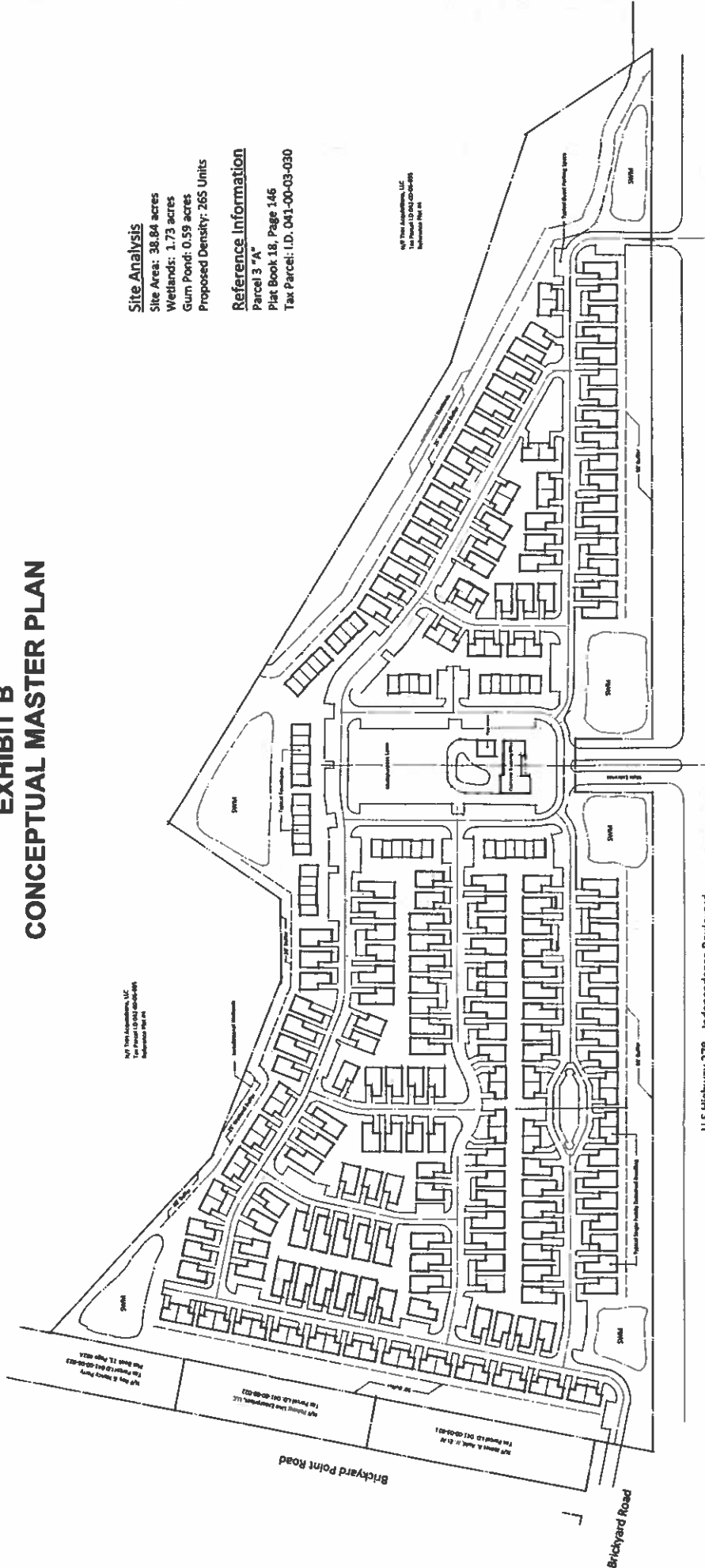
#### 7. Design Standards

Design Standards shall be submitted at the Master Plan stage and may have standards deviating from the Jasper County Ordinances or this PDD, provided that health, safety, ingress/egress, and fire protection are addressed to the satisfaction of the County.

**EXHIBIT A  
SITE LOCATION MAP**



# EXHIBIT B CONCEPTUAL MASTER PLAN



**Site Analysis**  
 Site Area: 38.84 acres  
 Wetlands: 1.73 acres  
 Gum Pond: 0.59 acres  
 Proposed Density: 265 Units

**Reference Information**  
 Parcel 3 "A"  
 Plat Book 18, Page 146  
 Tax Parcel: I.D. 041-00-03-030



U.S Highway 278 – Independence Boulevard  
 Right-of-Way Varies

**Conceptual Master Plan**  
 CSP Development  
 Single Family Rental Community  
 Applicant: Conduit Street Partners, LLC  
 Town of Hardeeville, Jasper County, SC  
 January 27, 2022  
 Scale: 1" = 50'-0"

W.P. Tross Associates, LLC  
 1400 West 10th Street  
 Hardeeville, SC 29924

W.P. Tross Associates, LLC  
 1400 West 10th Street  
 Hardeeville, SC 29924

W.P. Tross Associates, LLC  
 1400 West 10th Street  
 Hardeeville, SC 29924

W.P. Tross Associates, LLC  
 1400 West 10th Street  
 Hardeeville, SC 29924

W.P. Tross Associates, LLC  
 1400 West 10th Street  
 Hardeeville, SC 29924

Brickyard Point Road

Brickyard Road



**EXHIBIT C**  
**CSP DEVELOPMENT PROPERTY**

Hampton County

Collet

Scotia

Furman

Yemassee



Bea

Ridgeland

County

# Jasper County Zoning Map Updated 08-13-2013

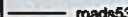











Hardeeville

Beaufort County

CSP DEVELOPMENT PROPERTY EXHIBIT D-1

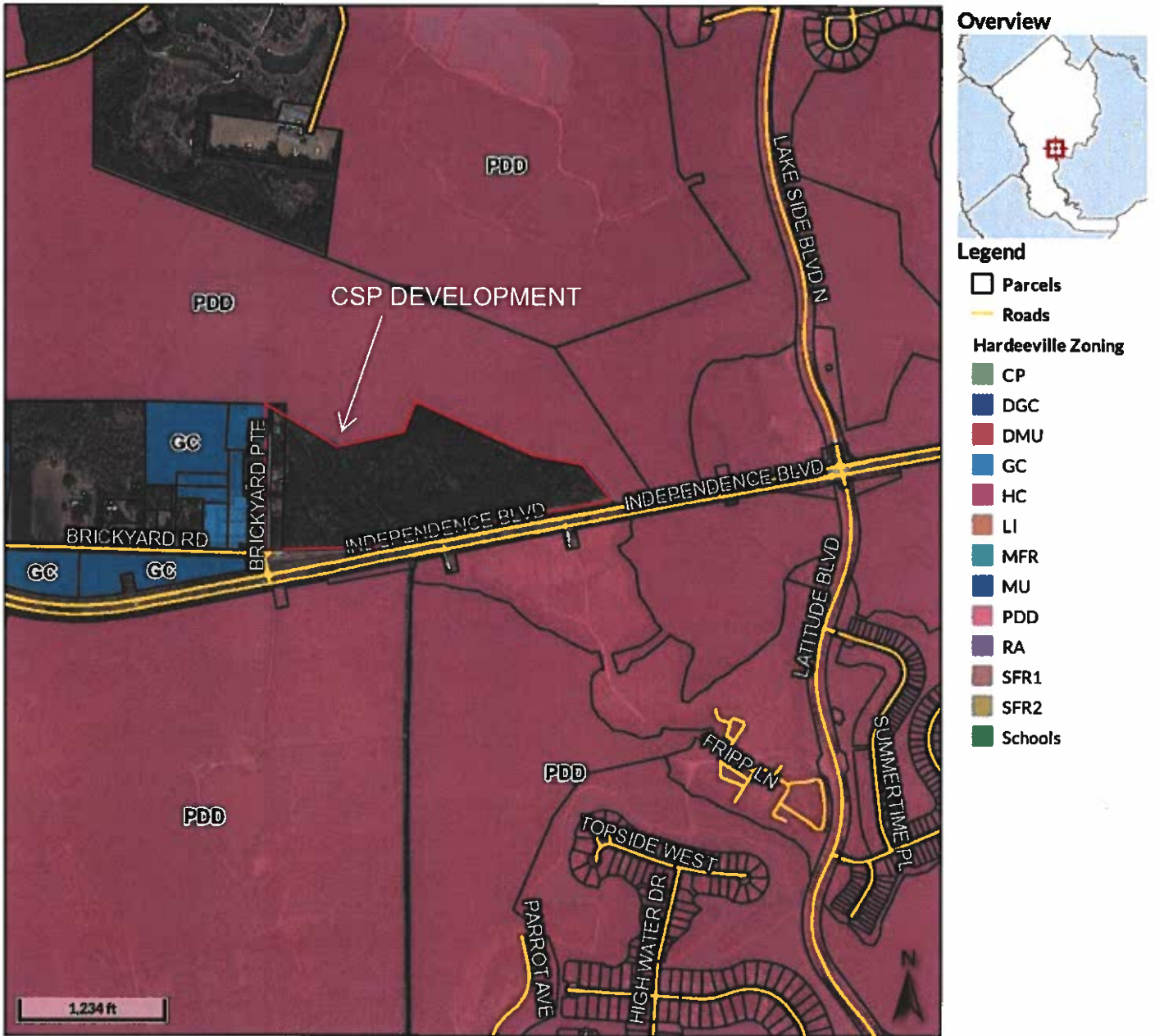
Bluffton

### Legend

-  roads53
- Roads**
-  Roads
-  Municipal Boundaries
-  Highway Corridor Overlay District
-  Parcels
- Jasper County Zoning**
-  Rural Preservation
-  Resource Conservation
-  Residential
-  Planned Development
-  Industrial Development
-  General Commercial
-  Community Commercial



County





Date created: 1/5/2022  
Last Data Uploaded: 1/5/2022 2:23:20 AM

Developed by  Schneider  
GEOSPATIAL

## EXHIBIT D-2 HARDEEVILLE ZONING MAP CSP DEVELOPMENT PROPERTY



**Legend**

-  Approximate Wetlands
-  Approx. Project Limits



Please note, although Newkirk Environmental, Inc. is confident in its assessments, the USACE is the only agency that can make final decisions regarding wetland delineations; therefore, all preliminary determinations are subject to change. Until verification is received from the USACE, no reliance may be made in this preliminary determination. Newkirk Environmental, Inc. strongly recommends that written verification be obtained prior to closing on the property, beginning any site work or making any legal reliance on this determination.



Source: Earth, Water, WebEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

Acres
Project #: 04-4943a      Date: Dec. 2021
Created by: AH



**EXHIBIT E**  
**Coleman Estate**  
**Jasper County, SC**  
**WETLANDS**  
**CSP DEVELOPMENT PROPERTY**



LINE TYPE	REMARKS
1	BOUNDARY
2	RIGHT-OF-WAY
3	ADJACENT PROPERTY
4	ADJACENT ROAD
5	ADJACENT R/W
6	ADJACENT R/W
7	ADJACENT R/W
8	ADJACENT R/W
9	ADJACENT R/W
10	ADJACENT R/W

**LEGEND**

1. BOUNDARY

2. RIGHT-OF-WAY

3. ADJACENT PROPERTY

4. ADJACENT ROAD

5. ADJACENT R/W

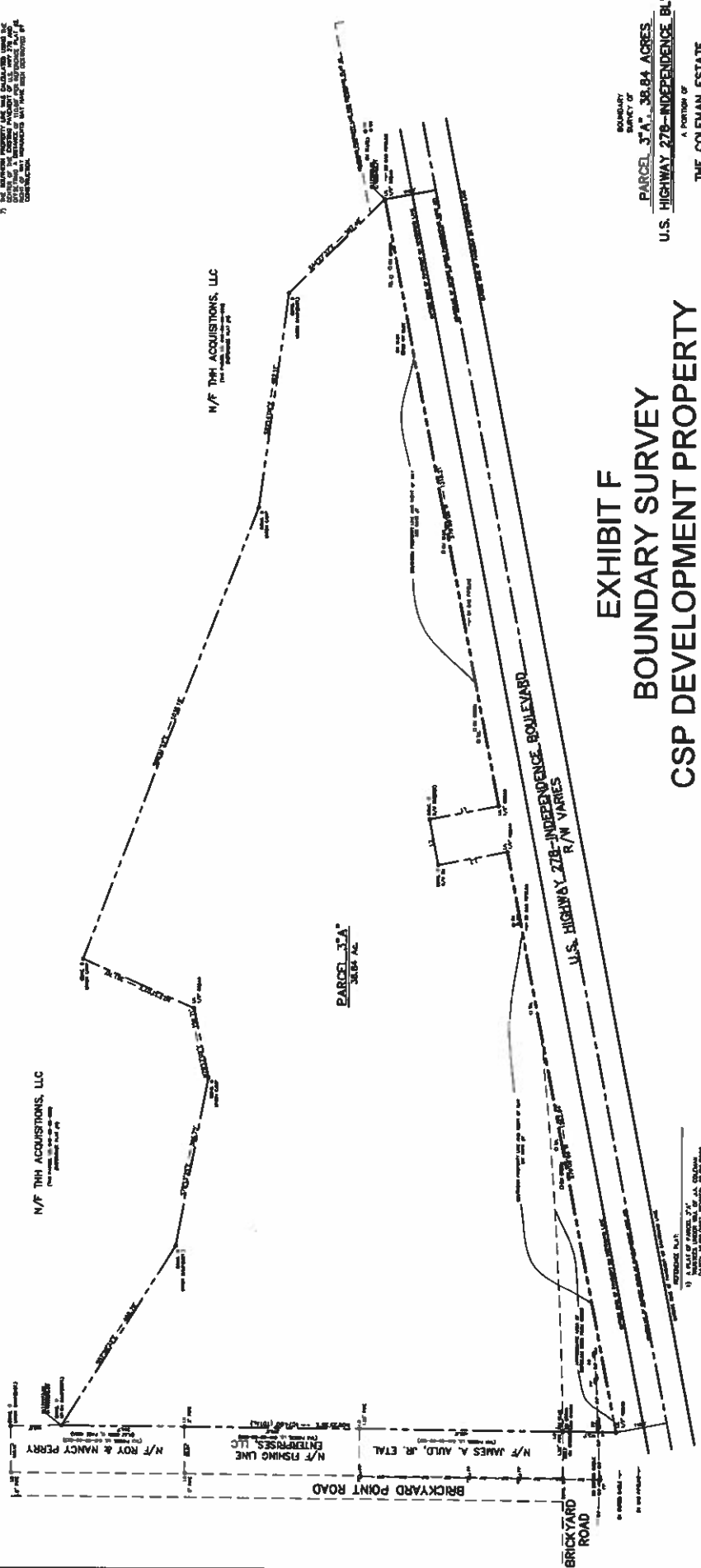
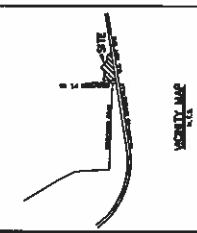
6. ADJACENT R/W

7. ADJACENT R/W

8. ADJACENT R/W

9. ADJACENT R/W

10. ADJACENT R/W



# EXHIBIT F BOUNDARY SURVEY CSP DEVELOPMENT PROPERTY

BOUNDARY  
PARCEL 3A, 36.84 ACRES  
U.S. HIGHWAY 27B-INDEPENDENCE BLVD.  
A PORTION OF  
THE COLEMAN ESTATE  
TOWN OF HARRISVILLE, JASPER COUNTY, SOUTH CAROLINA  
SCALE 1" = 100' DATE: 02/09/2018 JOB NO: 1870226

**SO**  
SURVEYING CONSULTANTS  
1700 W. HARRISVILLE ROAD, SUITE 100  
HARRISVILLE, SOUTH CAROLINA 29525  
TEL: 803.781.1111 FAX: 803.781.1112  
WWW.SOCONSULTANTS.COM



PREPARED FOR: PAUL H. ANDERSON, JR. AND DAVID A. TULLMAN  
AS TRUSTEES OF THE COLEMAN ESTATE  
THE PARCELS TO BE SURVEYED ARE SHOWN IN RED

1. A PART OF PARCEL 3A, 36.84 ACRES, U.S. HIGHWAY 27B-INDEPENDENCE BOULEVARD, N/F THH ACQUISITIONS, LLC, IS SHOWN IN RED ON THIS SURVEY. THIS PARCEL IS SHOWN IN RED ON THE SURVEY MAP AND IS SHOWN IN RED ON THE SURVEY MAP.

2. THIS SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE SURVEYING ACT OF 1968 AND THE SURVEYING REGULATIONS OF THE SOUTH CAROLINA BOARD OF SURVEYING AND MAPPING.

3. THE SURVEYING CONSULTANTS HAVE CONDUCTED A VISUAL INSPECTION OF THE PROPERTY AND HAVE FOUND NO EVIDENCE OF ANY UNRECORDED EASEMENTS OR ENCUMBRANCES.

4. THE SURVEYING CONSULTANTS HAVE CONDUCTED A VISUAL INSPECTION OF THE PROPERTY AND HAVE FOUND NO EVIDENCE OF ANY UNRECORDED EASEMENTS OR ENCUMBRANCES.

1. A PART OF PARCEL 3A, 36.84 ACRES, U.S. HIGHWAY 27B-INDEPENDENCE BOULEVARD, N/F THH ACQUISITIONS, LLC, IS SHOWN IN RED ON THIS SURVEY. THIS PARCEL IS SHOWN IN RED ON THE SURVEY MAP AND IS SHOWN IN RED ON THE SURVEY MAP.

2. THIS SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE SURVEYING ACT OF 1968 AND THE SURVEYING REGULATIONS OF THE SOUTH CAROLINA BOARD OF SURVEYING AND MAPPING.

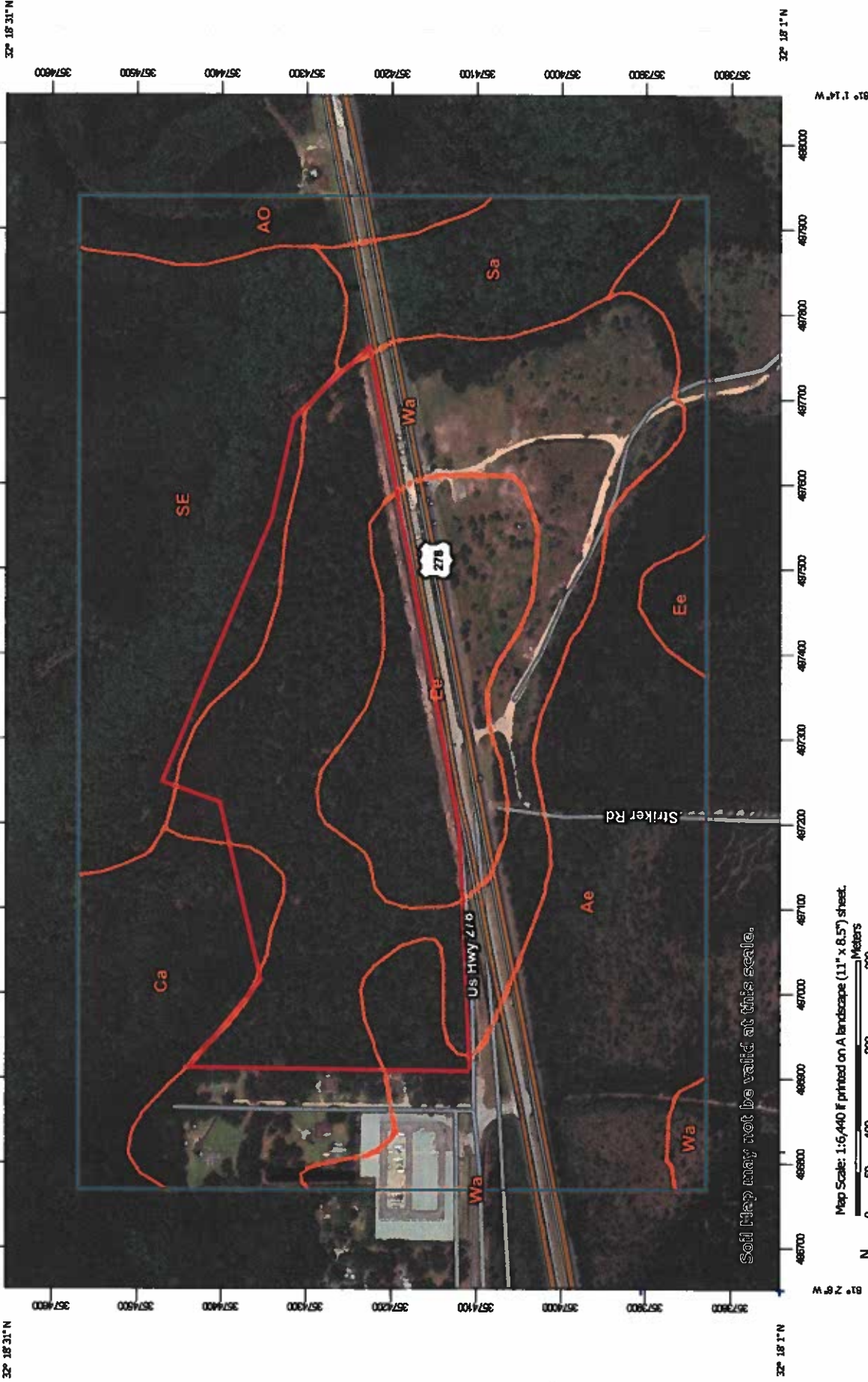
3. THE SURVEYING CONSULTANTS HAVE CONDUCTED A VISUAL INSPECTION OF THE PROPERTY AND HAVE FOUND NO EVIDENCE OF ANY UNRECORDED EASEMENTS OR ENCUMBRANCES.

4. THE SURVEYING CONSULTANTS HAVE CONDUCTED A VISUAL INSPECTION OF THE PROPERTY AND HAVE FOUND NO EVIDENCE OF ANY UNRECORDED EASEMENTS OR ENCUMBRANCES.

# EXHIBIT G

Soil Map—Jasper County, South Carolina  
(USDA SOILS DATA)

## CSP DEVELOPMENT



Map Scale: 1:6,440 if printed on A landscape (11" x 8.5") sheet.

Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 17N WGS84



# EXHIBIT G

Soil Map—Jasper County, South Carolina  
(USDA SOILS DATA)

## MAP LEGEND

- Area of Interest (AOI)
  - Area of Interest (AOI)
- Soils
  - Soil Map Unit Polygons
  - Soil Map Unit Lines
  - Soil Map Unit Points
- Special Point Features
  - Blowout
  - Borrow Pit
  - Clay Spot
  - Closed Depression
  - Gravel Pit
  - Gravelly Spot
  - Landfill
  - Lava Flow
  - Marsh or swamp
  - Mine or Quarry
  - Miscellaneous Water
  - Perennial Water
  - Rock Outcrop
  - Saline Spot
  - Sandy Spot
  - Severely Eroded Spot
  - Sinkhole
  - Slide or Slip
  - Sodic Spot
- Water Features
  - Streams and Canals
- Transportation
  - Rails
  - Interstate Highways
  - US Routes
  - Major Roads
  - Local Roads
- Background
  - Aerial Photography
- Other
  - Spoil Area
  - Stony Spot
  - Very Stony Spot
  - Wet Spot
  - Other
  - Special Line Features

## MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:20,000.

**Warning:** Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service  
Web Soil Survey URL:  
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Jasper County, South Carolina  
Survey Area Data: Version 16, Aug 30, 2021

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

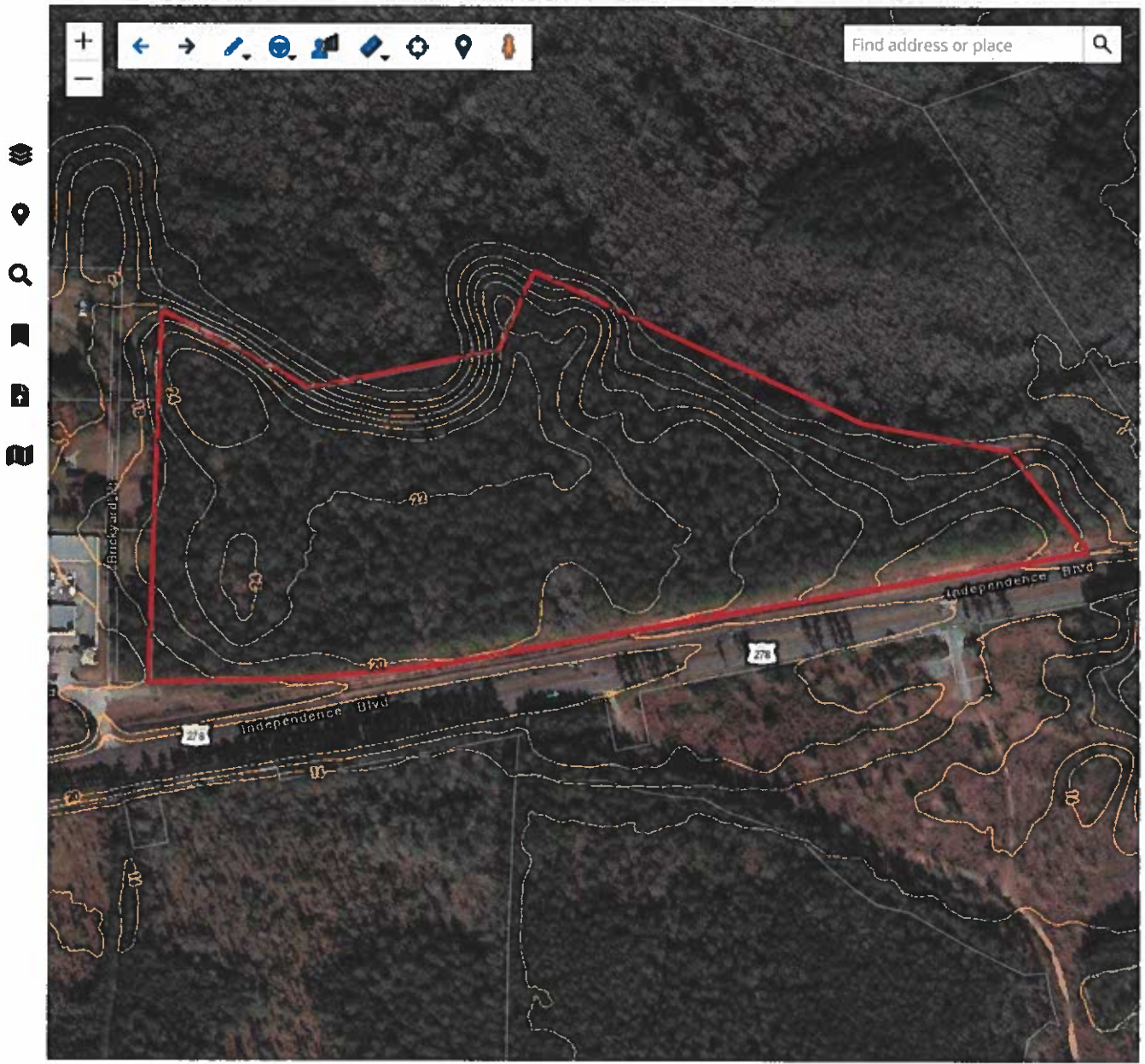
Date(s) aerial images were photographed: Aug 21, 2014—Nov 23, 2017

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

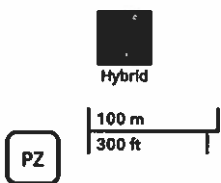
# EXHIBIT G

## Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
Ae	Argent fine sandy loam	50.0	23.3%
AO	Argent-Okeetee association	7.0	3.3%
Ca	Cape Fear loam	16.0	7.4%
Ee	Eulonia fine sandy loam	23.5	10.9%
Sa	Santee fine sandy loam	12.4	5.8%
SE	Santee association	39.4	18.3%
Wa	Wahee fine sandy loam	66.6	31.0%
<b>Totals for Area of Interest</b>		<b>214.9</b>	<b>100.0%</b>



# EXHIBIT H SITE TOPOGRAPY CSP DEVELOPMENT PROPERTY



Imagery Date: 12/31/2019







**EXHIBIT J**  
**BJWSA AVAILABILITY TO SERVE LETTER**

6 SNAKE ROAD, OKATIE, SC 29909-3937  
Phone 843.987.8100 | Fax 843.548.0096  
Customer Service 843.987.9200  
Operations & Maintenance 843.987.8046  
Engineering 843.987.8065  
[www.bjwsa.org](http://www.bjwsa.org)

*Our mission: Inspire trust and enhance public health*

JOE MANTUA, PE, GENERAL MANAGER

January 14, 2022

Peter Zadoretzky  
OA Partners, LLC  
Conduit Street Partners, LLC  
59 Franklin Street  
Annapolis, MD 21401

Via email: [pzadoretzky@oapartners.com](mailto:pzadoretzky@oapartners.com)

Subject: Water and Sewer Availability – Independence Boulevard, PIN 041-00-03-030.

Dear Ms. Zadoretzky,

This letter is in response to the water and sewer availability request for the above referenced parcel. Water is available from BJWSA's existing 30" water main on Independence Boulevard. Gravity sewer is not currently available; however, there is a 24" wastewater force main located within the Independence Boulevard right of way. Sewer would require a pump station to be installed at the owner/developer's expense. Please be advised, depending on the amount of water and sewer capacity required to serve the development, the developer maybe responsible for offsite improvements or upgrades to the existing system.

If or when your client wishes to proceed with this development, design drawings and calculations must be submitted to BJWSA's Engineering Department for review and approval. Upon approval, capacity and project fees will be determined based on the information provided. These fees must be paid in full before a capacity commitment can be issued or a pre-construction meeting may be held. If construction on the proposed water and sewer systems has not started within twelve (12) months from the date of this letter, this availability will be invalid.

Should you have questions or require additional information, please contact me at 843-987-8082 or [james.clardy@bjwsa.org](mailto:james.clardy@bjwsa.org).

Sincerely,

James Clardy  
Development Projects Manager

JBC/mya

JAMES E. BAKER, JR  
CHAIR

GREGORY A. PADGETT  
VICE CHAIR

DONNA L. ALTMAN  
SECRETARY/TREASURER

MICHAEL L. BELL  
IMMEDIATE PAST CHAIR

LORRAINE W. BOND  
R. THAYER RIVERS, JR

BRANDY M. GRAY  
GERALD H. SCHULZE

ANDERSON M. KINGHORN, JR  
WILLIAM SINGLETON, Ed.D

J. ROBERT McFEE, PE



**EXHIBIT K  
DOMINION AVAILABILITY TO  
SERVE LETTER**

**Natural Gas Letter of Availability**

1/13/2022

CSP Development  
Single Family Rental Community  
U.S. 278  
Hardeeville, SC 29927

I am pleased to inform you that Dominion Energy South Carolina will be able to provide natural gas service to the above referenced. Natural gas service can be provided in accordance with Dominion Energy's General Terms and Conditions, other documents on file with the South Carolina Public Service Commission, and the company's standard operating policies and procedures. In order to begin the design process for the project, the following information will need to be provided:

1. Site Plan / Cad File / PDF
2. Natural Gas load breakdown by anticipated appliance type with desired metering locations.
3. Estimated wanted by date for gas line installation

Thank you in advance for this information and I look forward to working with your company.

For more information or questions, don't hesitate to contact me.

Sincerely,

*Jake Baker*

**Account Manager III – Natural Gas  
Dominion Energy South Carolina**

**81 May River Rd. Bluffton, SC 29910  
P (843) 576-8911 • M (843) 412-5178  
[jake.baker@dominionenergy.com](mailto:jake.baker@dominionenergy.com)**



**EXHIBIT L**  
**PALMETTO AVAILABILITY TO SERVE LETTER**



1 Cooperative Way

Hardeeville, SC 29927

843-208-5551

January 14, 2022

Peter Zadoretzky  
pzadoretzky@oapartners.com  
OA Partners, LLC  
Conduit Street Partners, LLC  
59 Franklin Street  
Annapolis, MD 21401

Re: CSP Development

Dear Peter:

Palmetto Electric Cooperative, Inc. ("PECI") has ample power available to serve the above-referenced project with existing infrastructure. There may be "Aid-in-Construction" charges for line extensions or special grades of service as described in PECI policies. A redline drawing will be provided when the electrical load requirements and a detailed CAD drawing have been received.

Thank you for your cooperation in this matter. Please contact me at (843) 208-5508 or via email TBrabham@palmetto.coop if you have any questions or if I may be of further assistance.

Sincerely,  
**PALMETTO ELECTRIC COOPERATIVE, INC.**

A handwritten signature in blue ink, appearing to read "John A. Brabham", with a long horizontal flourish extending to the right.

John A. Brabham  
Distribution Engineer

JAB:mhl

c: Mr. Matt Loxley, PECI  
Mr. Corey Tuten, PECI  
Mr. Tim Hutchinson, PECI



**EXHIBIT M**  
**HARGRAY AVAILABILITY TO SERVE LETTER**



January 14, 2022

Peter Zadoretzky  
Conduit Street Partners, LLC  
50 Franklin Street  
Annapolis, MD 21401

Dear Mr. Zadoretzky:

Subject: Letter of Availability to provide service for: **CSP Development Independence Blvd  
Jasper County Pin 041-00-03-030**

Hargray engineering services has reviewed the master plan for the above referenced project. This Letter of Availability is to report that Hargray can provide telecommunications service to the above referenced project. We request that you forward a digital copy of the plan that has been approved by the county or town for use with Micro station or AutoCAD. Our office will include the owner/developer conduit requirements on the plan and return it to your office.

**By accepting this Letter of Availability, you accept the responsibility to forward the construction requirements listed on the Project Application Form to the owner/developer.**

Where conduits are to be placed in commercial or subdivision areas the pipes are required to extend 5' (five feet) beyond any placed or planned curbed or sidewalk edge for facility access away from the roadside.

Should there be any changes or additions to the original master plan, this Letter of Availability will only cover areas shown on the original master plan. All changes or additions will require another Letter of Availability. All costs incurred by Hargray resulting from any requested change or failure to comply with minimum requirements shall be borne by the Developer.

**Commercial projects require a pre-construction meeting with Hargray to review requirements. Non-recurring charges to offset construction costs may apply to certain projects. Easements are required prior to installing facilities for the project.**

I am available to discuss these requirements at your convenience.

Sincerely,

*Rodney Cannon*

Rodney Cannon  
Manager, Facilities Engineering  
843-815-1697

**Requirement for Letter of Intent to Provide Service**

**HARGRAY COMMUNICATIONS GROUP, INC**

**Engineering Services Construction Application**

**CONTACT INFORMATION**

Project Owner Name:	Conduit Street Partners, LLC	Phone No.:	410-703-0896
Address:	59 Franklin Street	City, State, Zip	Annapolis, MD 21401
Developer Name:	Conduit Street Partners, LLC	Phone No.:	
Address:	Same	City, State, Zip	
Project Manager Name:	Peter Zadoretzky	Phone No.:	410-703-0896
Address:	Same	City, State, Zip	

**PROJECT INFORMATION**

Project Name/Location	CSP Development/Jasper County Pin 041-00-03-030 - see attached materials		
Proposed Start and Finish Dates	1Qtr2023 - 2Qtr2025	Lots	265 single family rental SFD units/lots
No. of Phases	Two	Units Per Phase	130+/-
		Condominium Units	N/A
Comments	Requesting "Intent to Serve" letter or equivalent		Commercial Sq. Ft.

**APPLICATION REQUIREMENTS**

**REQUIREMENTS INFORMATION**

**PROJECT REQUIREMENTS**

**\*\*Engineering note: Check boxes that apply to applicant.**

**These must be in place before service can be provided.**

Hargray Communications Group, Inc. must have copies of the following items before we can furnish a "Letter of Intent" and schedule your project.

- \* Commercial Buildings-Apartments-Villas - Hotels  
Minimum 4 inch diameter conduit Sch. 40 PVC with pull string buried at 24 to 30 inch depth, from the equipment room or power meter location to a point designated by Hargray at the road right-of- way or property line. **Conduits are required from each building site & multiple conduits may apply.**
- \* Commercial buildings with multiple "units" may require conduit(s) minimum 3/4" from main equipment entry point to termination point inside unit. Plenum type ceilings require conduits or flame retardant Teflon wiring to comply with code.
- A dedicated 110-volt, 20 amp circuit with a four way outlet to power external equipment for the site. For Commercial Application.
- Equipment rooms to have 3/4 inch 4'X8' sheet of plywood mounted on wall to receive telephone equipment.**
- A power ground accessible at equipment room or an insulated #6 from the service panel or power MGN to the backboard.**
- Residential wiring requires CAT5E wiring (4 or 6 Pair) twisted wire for Telephone and Data (industry standard).
- CATV inside wiring will be RG6 foil wrapped 66% braid minimum, home run to each outlet.**
- All interior wiring should be pulled to the area immediately adjacent to the plywood backboard or power meter location. A minimum of 5' of slack is required for terminations.
- A 120 AC 15 A dedicated power outlet is to be located in the service yard to supply AC power to the ONU. Power to the ONU will be provided through a Pull Out Disconnected Switch, manufactured by Square D Company, or equivalent. The Horsepower Rating for the disconnect switch is 240VAC max, 60A, not fusible.
- Easements are required.

- One copy of development or site plans indicating property and/or lot lines, proposed buildings, roads, parking, water, sewer and drainage layout.
- Have attached Concept Plan, Concept Program outline and house types, PIN map and project Aerial

- Digital copy of county/town approved plan.

Presently processing rezoning of property from its rural preservation classification to PDD. Expect approval June 2022.

\* Commercial projects require pre-construction meeting with Telco/CATV Company to review requirements.

I understand and agree to provide or meet the application and project requirements as stated above and to inform the contractor/builder of these requirements. I understand that if the project design changes or the proposed start date is delayed by nine (9) months or more, that I must submit a new application. All costs incurred by TELCO resulting from any requested change or failure to comply with minimum requirements, shall be borne by the Developer. **Non-recurring charges to offset construction costs may apply to certain projects.**

	1/13/2022	<i>Rodney Cannon</i>	01/15/2022
Applicant/f	Date	Engineering Services Representative	Date

**Hargray Engineering Services; P.O. Box 3380, Bluffton, SC 29910; Bluffton (843) 815-1676, FAX 815-6201**

After recording return to:

Hargray Communication Group, Inc.  
Attn: Legal Department  
856 William Hilton Parkway, Bldg. C.  
P.O. Box 5986  
Hilton Head Island, SC 29938

**STATE OF SOUTH CAROLINA            )**  
**)**  
**COUNTY OF \_\_\_\_\_ )**

**NON-EXCLUSIVE TELECOMMUNICATIONS AND VIDEO AND/OR BROADBAND FACILITIES EASEMENT AND INDEFEASIBLE RIGHT TO USE**

**THIS NON-EXCLUSIVE TELECOMMUNICATIONS AND VIDEO AND/OR BROADBAND FACILITIES EASEMENT AND INDEFEASIBLE RIGHT OF USE ("Easement")** given this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by \_\_\_\_\_ ("Grantor"), to Hargray Communications Group, Inc., a South Carolina Corporation (hereinafter referred to as "Grantee").

**WITNESSETH:**

That in consideration of the sum of One Dollar (\$1.00) received from Grantee, Grantor does hereby grant a Non-Exclusive Telecommunications and Video and/or Broadband Facilities Easement and Indefeasible Right of Use to Grantee in, across, through, under and over that certain real property (including the buildings and other structures thereon) ("Property") hereinafter more fully described on Exhibit "A" attached hereto, which easement shall include, without limitation, an indefeasible right to use any current or future conduit system owned, controlled or authorized by Grantor for purposes of serving the Property with communications or other utility services (the "Conduit System").

Grantor hereby grants and conveys to Grantee, its successors and assigns, the perpetual right, privilege and authority, from time to time, to enter upon, construct, extend, inspect, operate, replace, relocate, repair and perpetually maintain over, under and through the Property, including, but not limited to, over and under and through any and all streets, alleys, roads and/or other public ways or areas of the said Property now existing or hereafter laid out, telecommunications and cablevision systems ("Systems"), including cables, wires, poles, pedestals, and other usual fixtures and appurtenances as may from time to time be or become convenient or necessary for the provision of telecommunications and video and/or broadband services to the homes and other structures located within the Property, together with the indefeasible right to use the Conduit System, and right of ingress and egress, and access to and from such easement, across and upon the Property, as may be necessary or convenient for the purposes connected therewith. The easement herein granted is an easement in-gross in favor of Hargray Communications Group, Inc., its affiliates, successors and assigns.

Grantee agrees to maintain all Systems, including cables, wires, poles, pedestals and other usual fixtures and appurtenances in good condition, and Grantee shall repair and restore any damage to Grantor's real or personal property, restore all paving resulting from Grantee's construction, installation and/or maintenance of the Systems, or any use or presence surrounding the Property.

Grantor reserves the right to grant other easements or rights-of-ways upon, over across, through or under the easement property for utility, access or other purposes which do not unreasonably interfere with Grantee's easement hereunder. Grantor further reserves the right to construct any manner of things, including, but not limited to, roads, landscaping and signage or other items upon, over, across, through and under the Grantee's Systems, which do not unreasonably interfere with Grantee's easement hereunder.

Grantor further grants and conveys to Grantee the right, from time to time, to trim trees and underbrush that create obstructions to the non-exclusive utilization of the easement by Grantee; provided, however, any damage to the Property of Grantor caused by Grantee in maintaining or repairing said lines shall be borne by Grantee; provided, further, however, the Grantor shall have the right to request relocation of any underground facility from time to time at Grantor's expense; provided that such relocation continues to afford Grantee the use of Conduit System(s) on the Property.

It is specifically agreed that all Systems Facilities shall be located underground, with the exception of those pedestals and other fixtures that are necessary and are designed for above-ground location.

NOW THEREFORE, Grantor hereby warrants and represents that it is the fee simple owner of the Property and has the right and authority to make this Grant of easement. Grantor further covenants, that Hargray Communications Group, Inc., and its affiliates, success and assigns, subject to the terms and conditions of this instrument, shall peaceably and quietly enjoy the use of the easement herein granted in perpetuity without hindrance, objection or molestation.

The words "Grantor" and "Grantee" shall include their heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, Grantor has caused this Easement to be duly executed the day and year first above written.

WITNESSES:

GRANTOR: \_\_\_\_\_

\_\_\_\_\_  
First Witness

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

\_\_\_\_\_  
Its: \_\_\_\_\_

\_\_\_\_\_  
Second Witness/Notary Public

STATE OF SOUTH CAROLINA     )  
   )  
 COUNTY OF \_\_\_\_\_        )

**PROBATE**

**PERSONALLY** appeared before me the undersigned witness, and made that s/he saw the     within     named \_\_\_\_\_, by \_\_\_\_\_, its \_\_\_\_\_, sign and seal and deliver the within written instrument, and that s/he with the other witness, whose signature appears above, witnessed the execution thereof.

\_\_\_\_\_ **First Witness**

**SWORN TO** before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

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

**EXHIBIT "A"**  
**Easement and Access Area**

All that certain piece, parcel, or tract of land containing (fill in legal)

This being the same property, or a portion thereof, as described by Deed (fill in derivation)

(Add Tax Map number)

EXHIBIT N  
ARCHAEOLOGICAL REPORT



January 24, 2022

Mr. Peter Zadoretzky  
Conduit Street Partners, LLC  
59 Franklin Street  
Annapolis, MD 21301

Re: *Archaeological Investigations, 38.84 Acre Parcel, Jasper County, SC. PIN No. 041-00-03-030*

Dear Mr. Zadoretzky,

Reference is made to the above reference parcel in Jasper County, South Carolina. An archival literature review and Phase II evaluative testing, which included background research, field investigations, and laboratory analyses using methods as prescribed by the Council of South Carolina Professional Archaeologists, has been conducted by Brockington and Associates (Brockington) which have determined that the three sites recorded in the South Carolina ArchSite database on the subject parcel are not eligible for the National Register of Historic Places (NRHP). Heretofore, two of the three sites, (38JA50 and 39JA165) had been previously listed as not eligible for the NRHP. Further evaluative testing and investigations were conducted for Site 38JA51 to definitively determine its NRHP eligibility status. Based on our Phase II evaluative investigations and laboratory analyses, we have determined that Site 38JA51 is also not eligible for the NRHP. Additional management considerations of all three sites (38JA50, 38JA51, and 38JA165) are not warranted. Brockington will soon be providing a detailed management summary of our work and conclusions. Our detailed technical report required to be submitted to the South Carolina State Historic Preservation Office and OCRM remains a work in progress and will be completed on or about early March 2022 a copy of which will be provided to you for your review and records.

Please feel free to contact me at 912-233-2550 or alexsweeney@brockingtoncrm.com if you have any questions regarding this project.

Sincerely,

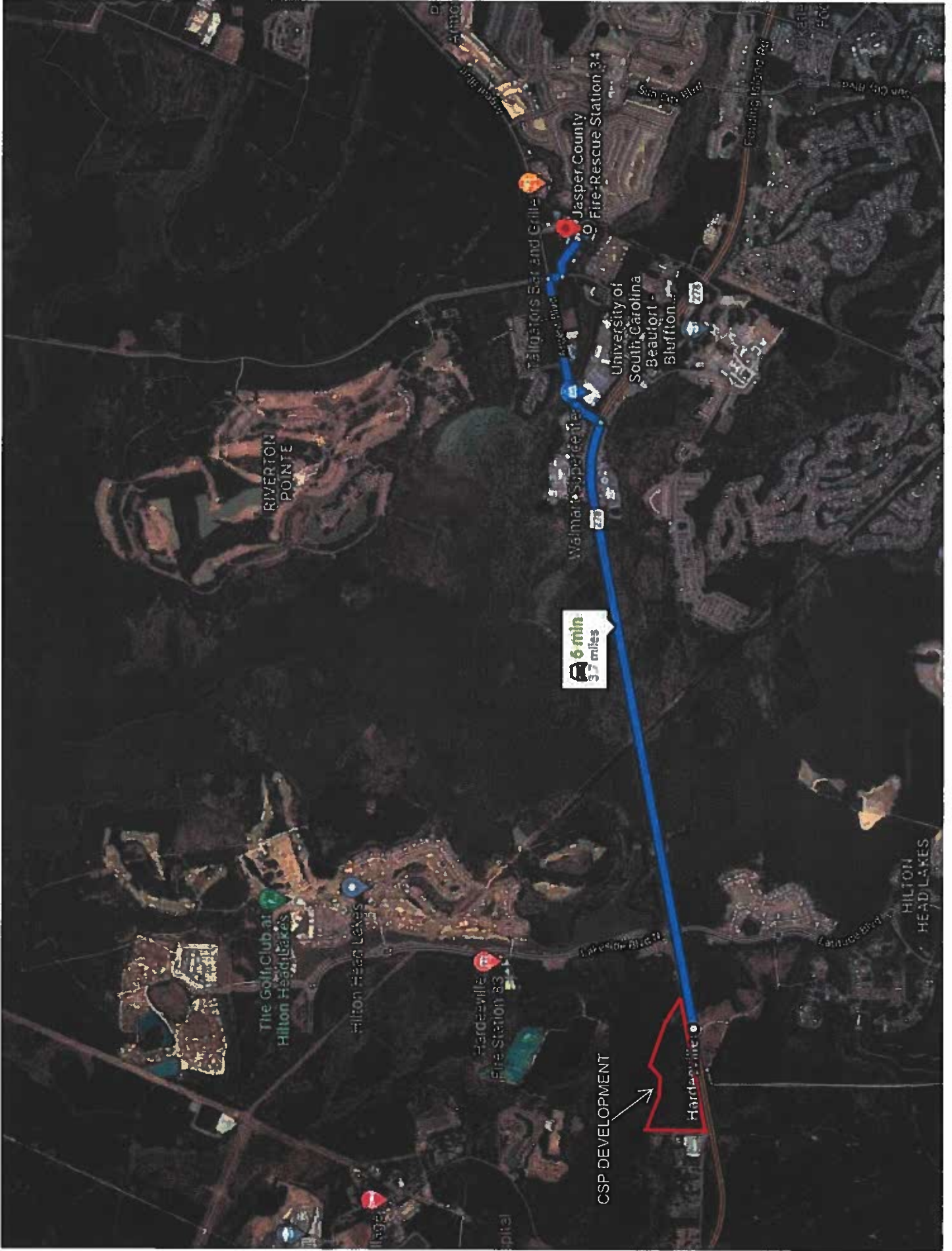
A handwritten signature in black ink, appearing to read "Alex Sweeney". The signature is stylized and written in a cursive-like font.

Alex Sweeney  
Branch Manager and Senior Archaeologist  
Brockington and Associates, Inc.  
31 Park of Commerce Way, Suite 200A  
Savannah, Georgia 31405



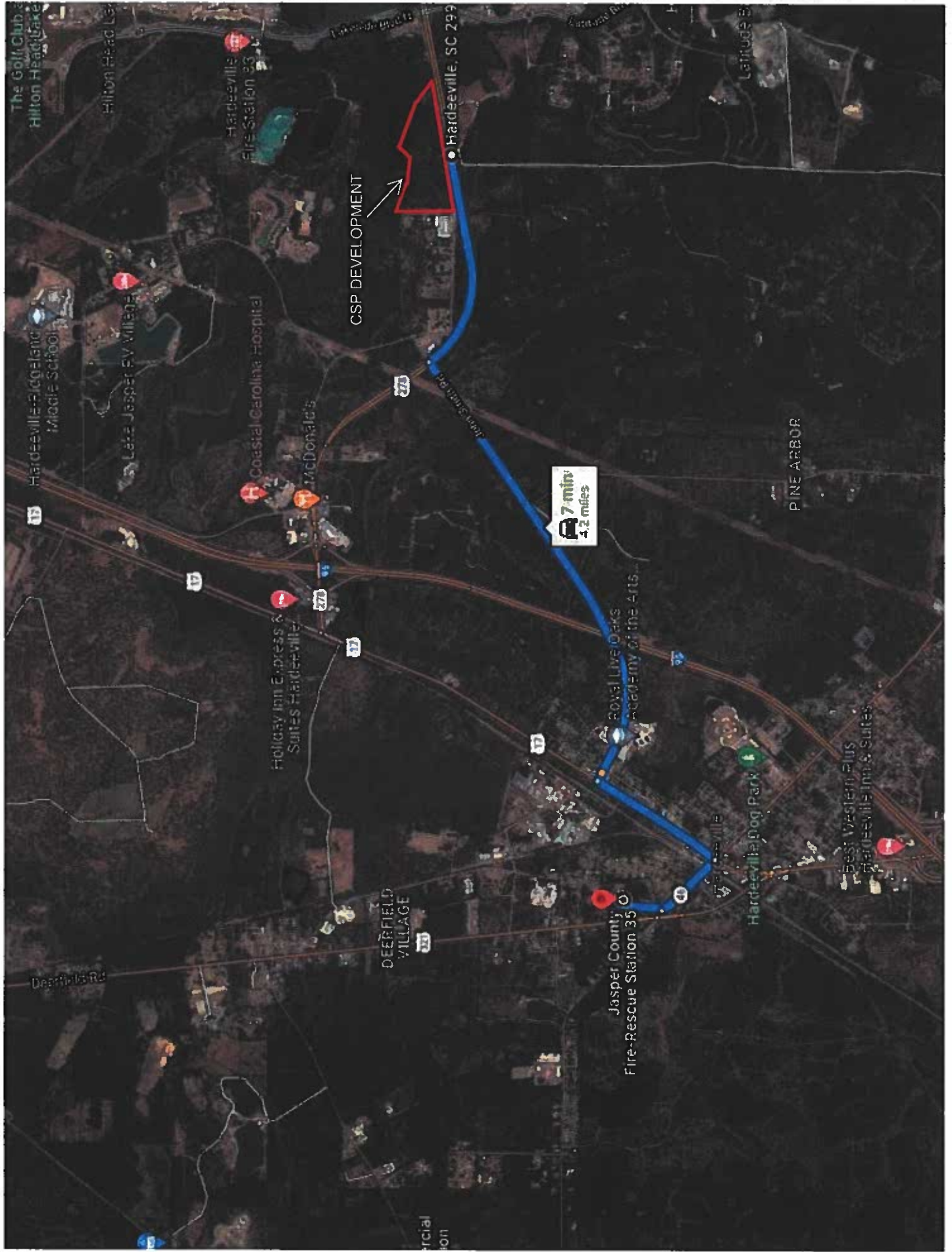


**EXHIBIT P - FIRE STATION AND EMS LOCATIONS**



**FIRE STATION 34 TO CSP DEVELOPMENT**

# EXHIBIT P - FIRE STATION AND EMS LOCATIONS



# FIRE STATION 35 TO CSP DEVELOPMENT

# THOMAS & HUTTON

50 PARK OF COMMERCE WAY | SAVANNAH, GA 31405  
912.234.5300 | WWW.THOMASANDHUTTON.COM

## MEMORANDUM

**TO:** Lisa Wagner, Jasper County Director of Planning & Building  
**FROM:** Doyle Kelley, P.E.  
**DATE:** February 10, 2022  
**RE:** Trip Generation Calculations for CSP Planned Development District  
J-30007.0000

---

### Introduction

This memorandum shows the traffic generated for the approximately 39-acre tract located in Jasper County, South Carolina on Independence Boulevard (US 278). An application to remove the change the current zoning from Rural Preservation (RP), will be filed with Jasper County, SC. The newly proposed development includes 157 single-family detached homes, 60 single-family attached homes, and 48 townhomes in addition to a clubhouse, pool house, and multipurpose lawn. The current zoning currently allows for 31 single family dwelling units.

### Existing Conditions

US 278 is a four-lane, principal arterial roadway with a grass center median and a posted speed limit of 60-mph near the project site. Brickyard Road is a two-lane, major collector with no posted speed limit. The site is located north of US 278 and approximately a mile east of the intersection with John Smith Road. The ADT of US 278 was 30,000 in 2019.

### Trip Generation

The current Conceptual Master Plan proposes a residential development with a density of 7.3 dwelling units per acre. Below are the trips generated for the site on a daily, AM peak, and PM peak basis compared to the maximum of 31 single family dwelling units with current Rural Preservation zoning.

### Current Zoning – 31 Single Family units

Daily = 31 units x 9.43 trips/unit = 292 trips  
AM peak = 31 units x 0.70 trips/unit = 22 trips (6 entering, 16 exiting)  
PM peak = 31 units x 0.94 trips/unit = 29 trips (18 entering, 11 exiting)

### Proposed Zoning

157 Single Family Detached units  
Daily = 157 units x 9.43 trips/unit = 1481 trips  
AM peak = 157 units x 0.70 trips/unit = 110 trips (29 entering, 81 exiting)  
PM peak = 157 units x 0.94 trips/unit = 148 trips (93 entering, 55 exiting)

60 Single Family Attached units  
Daily = 60 units x 7.20 trips/unit = 432 trips  
AM peak = 60 units x 0.48 trips/unit = 29 trips (9 entering, 20 exiting)  
PM peak = 60 units x 0.57 trips/unit = 34 trips (19 entering, 15 exiting)

Memorandum to  
Lisa Wagner  
February 10, 2022  
Page 2

48 Multi-Family units (Low-Rise)

Daily = 48 units x 6.74 trips/unit = 324 trips

AM peak = 48 units x 0.40 trips/unit = 19 trips (5 entering, 14 exiting)

PM peak = 48 units x 0.51 trips/unit = 124 trips (15 entering, 9 exiting)

The above trip calculations are based on the ITE Trip Generation Manual, 11<sup>th</sup> edition. Single-Family Detached Housing consists of any single-family detached home on an individual lot. Single-Family Attached Housing consists of any single-family that shares a wall with an adjoining dwelling unit, whether the walls are for living space, a vehicle garage, or storage space. The Multi-Family Low-Rise housing includes apartments, townhouses, and condominiums located within the same building with at least three other dwelling units and that have two or three floors.

Trip Distribution

The primary site trip distribution patterns are assumed the same as the data collected at SCDOT Count Station #0067 on US 278, which is located at the project site location. The distribution assumptions are estimated as follows:

- 15% will use the Brickyard Road access
  - 8% to/from the east
  - 7% to/from the west
- 70% will use the main access
  - 30% to/from the east
  - 30% to/from the west
- 15% will use the eastern access
  - 8% to/from the east
  - 7% to/from the west

Proposed Accesses & Possible Improvements

There are three proposed access points along US 278. The first access will tie into the existing Brickyard Road intersection to the west of the site. US 278 has an existing median break and eastbound left turn lane. The second access will serve as the main entrance to the site using an existing median break and left turn lane into the site. The final entrance will be a full access utilizing the existing left in, left out median break and is located approximately 2500' east of US 278 & Brickyard Road intersection and 1000' from the main access, which meets SCDOT spacing requirements. For a development this size, a right turn lane is likely needed at the main access and a left and right turn lane at the eastern access. Existing left turn lengths and right turn lane volume requirements will need to be verified upon a more detailed analysis.

Note, with US 278 traffic volumes nearing capacity, Jasper County has set aside funds to widen from four lanes to six travel lanes from I-95 to SC 141 as discussed at the Jasper County Council meeting dated December 6, 2021 (see attached excerpt). The rezoning of this parcel for the proposed development is consistent with the County's plan to widen US 278.