

AN ORDINANCE

AMENDING THE KIAWAH RIVER DEVELOPMENT AGREEMENT, JOHNS ISLAND, SOUTH CAROLINA, BY AND AMONG KIAWAH RIVER INVESTMENT, LLC AND CHARLESTON COUNTY, SOUTH CAROLINA.

WHEREAS, Charleston County, South Carolina ("County"), acting by and through the Charleston County Council ("County Council"), is empowered under and pursuant to the provisions of the South Carolina Local Government Development Agreement Act, Title 6, Chapter 31, Code of Laws of South Carolina 1976, as amended ("Act"), to enter into development agreements relating to property within the County; and

WHEREAS, County Council approved the Development Agreement for Kiawah River Plantation, Johns Island, South Carolina, by and among Kiawah River Plantation, LP; Ocean Boulevard Properties, A South Carolina Limited Partnership; and Charleston County, South Carolina ("Development Agreement") on December 9, 2009 (recorded in the office of the Register of Deeds on February 4, 2010), finding it consistent with the Charleston County Comprehensive Plan ("Comprehensive Plan"), the Charleston County Zoning and Land Development Regulations ("ZLDR"), and the Act; and that it is a proper exercise of the police power and other authority granted to the County government; and benefits the general health, safety and welfare of the citizens of Charleston County for the County to enter into the Development Agreement relating to the development of the property known as Kiawah River Plantation, Johns Island, South Carolina; and

WHEREAS, County Council approved amendments to the Development Agreement on October 9, 2018 (recorded in the office of the Register of Deeds on October 22, 2018), finding the proposed amendments to change the development name to "Kiawah River" and clarify development standards consistent with the Comprehensive Plan, the ZLDR, and the Act; and

WHEREAS, County Council approved amendments to the Development Agreement on March 10, 2020 (recorded in the office of the Register of Deeds on March 25, 2020), finding the proposed amendments consistent with the Comprehensive Plan, the ZLDR, and the Act; and

WHEREAS, prior to the amendments adopted in 2020, the properties were acquired by Kiawah River Investment, LLC, and since that time, some properties have been sold to other entities and individuals; and

WHEREAS, the applicant requests the Development Agreement be amended to allow for Limited and Extended Short-Term Rentals on designated properties and to clarify Common Open Space highland acreage; and

WHEREAS, the Charleston County Planning Commission ("Planning Commission") has reviewed the proposed amendments and adopted a resolution, by majority vote of the entire membership, recommending that County Council approve with conditions the proposed amendments; and

WHEREAS, upon receipt of the recommendation of the Planning Commission, County Council held at least two public hearings and after close of the public hearings, County Council approves with conditions the proposed amendments.

NOW, THEREFORE, BE IT ORDAINED, by the County Council of Charleston County, South Carolina, in meeting duly assembled, as follows:

SECTION I. FINDINGS INCORPORATED

The above recitals and findings are incorporated herein by reference and made a part of this Ordinance. In addition to the recitals set forth above, which the County Council hereby adopts as findings of fact, the County Council specifically finds that the Development Agreement attached hereto as Exhibit "B" complies with the Act, the Comprehensive Plan, and the ZLDR.

SECTION II. DEVELOPMENT AGREEMENT

The amendments to the Development Agreement, including the changes attached thereto as Exhibit "A" and made part of this Ordinance by reference, are hereby approved with conditions in accordance with the Act and the ZLDR. The Development Agreement shall be effective immediately upon approval of this Ordinance after third reading and execution by the parties.

SECTION III. EXECUTION

The Chairman of the County Council is authorized to execute and deliver the Development Agreement on behalf of the County, and any and all other necessary documents or instruments incidental to the approval of this Ordinance and the Development Agreement.

SECTION IV. SEVERABILITY

If, for any reason, any part of this Ordinance is invalidated by court of competent jurisdiction, the remaining portions of this Ordinance shall remain in full force and effect.

SECTION V. EFFECTIVE DATE

This Ordinance shall become effective immediately upon its approval following third reading by the County Council.

ADOPTED and APPROVED in meeting duly assembled this 21st day of June 2022.

CHARLESTON COUNTY, SOUTH CAROLINA

By: _____
Teddie E. Pryor, Sr.
Chairman of Charleston County Council

ATTEST:

By: _____
Kristen L. Salisbury
Clerk to Charleston County Council

First Reading: May 24, 2022
Second Reading: June 7, 2022
Third Reading: June 21, 2022

EXHIBIT “A”

RECOMMENDED CHANGES AND CONDITIONS TO THE KIAWAH RIVER, JOHNS ISLAND, SOUTH CAROLINA DEVELOPMENT AGREEMENT APPROVED BY COUNTY COUNCIL

Special Exception approval by the Board of Zoning Appeals for Extended Home Rental properties (identified on Exhibit 4.4) pursuant to the requirements of ZLDR Sec. 6.8.2.C, *Special Exception*.

EXHIBIT “B”

THE KIAWAH RIVER, JOHNS ISLAND, SOUTH CAROLINA DEVELOPMENT AGREEMENT

SECTION 1 – STATEMENT OF OBJECTIVES

1.1 The Kiawah River Planned Development

The Kiawah River Planned Development Plan will provide significant benefits to the *Property Owner*, the future residents of the *Real Property*, and the *County*. The benefits and objectives of such a rezoning will include, but are not limited to, the following:

- Greater flexibility with respect to *Lot* dimensions, incentivizing the *Property Owner* to provide a variety of housing types and allowing the *Property Owner* to conform the *Development* to the natural characteristics on the *Real Property*;
- The provision of a significant amount of *Housing for the Workforce* and *Affordable Housing*, helping mitigate existing traffic issues on Johns Island, Kiawah Island, and Seabrook Island;
- An increase in the number of permitted uses on the *Real Property*, ensuring that the future residents and visitors to the *Real Property* enjoy recreational, commercial, retail, and office amenities within a short walk or bicycle ride from their homes or guest rooms;
- The protection of the waterfront environment by limiting the number of docks constructed thereon to eighteen (18) and utilizing restrictive covenants to ensure single-family detached lots in the Rural Residential portion of the *Real Property* are substantially maintained in their natural environment;
- The facilitation of greater economic opportunity for the *County* and its existing residents by creating several hundred jobs in the *County* and the State; increasing total revenues to area business; providing a net positive impact on the *County's* fiscal responsibilities; and introducing new lodging and recreational opportunities for visitors;
- The preservation and enhancement of green spaces, important cultural and historical sites, threatened and endangered species, and recreational areas on the *Real Property* and within the adjacent Johns Island County Park, including the preservation or development of at least fifty percent (50%) of the *Real Property* as open space;
- The provision of a smooth transition from the Suburban portion of the *County* to the Rural portion of the *County*, while ensuring a perpetual and clearly-defined Urban Growth Boundary on this portion of Johns Island; and

- A limitation on the total number of *Dwelling Units* which may be developed on the *Real Property*, to 1,285 *Dwelling Units*, 117 of which will be *Housing for the Workforce Units*. The *Plan* would allow greater flexibility in the location of these *Dwelling Units* but still preserve the rural flavor of the existing community with a gross residential density of .90 *Dwelling Units* per acre (including all acreage) or 1.01 *Dwelling Units* per acre (including only highland and freshwater wetland).

Accordingly, pursuant to sections 6-29-720 and -740 of the South Carolina Code, the *County* specifically finds that the *Plan* does the following:

- Helps achieve the objectives of the *Comprehensive Plan*;
- Permits flexibility in development;
- Results in improved design, character, and quality of new mixed use development;
- Preserves the natural and scenic features of open spaces;
- Encourages innovative site planning for residential, commercial, institutional, and industrial development;
- Provides for variation from other ordinances and the regulations of other established zoning districts concerning use, setbacks, lot size, density, bulk, and other requirements to accommodate flexibility in the arrangement of uses for the general purpose of promoting and protecting the public health, safety, and general welfare;
- Comprises housing of different types and densities and of compatible commercial uses, office parks, and mixed-use development; and
- Includes a unified site design for a mixed use development.

1.2 Planned Development Name

The name of the Planned Development shall be Kiawah River ; provided, however, the *Property Owner* may provide written notice to the *County* at any time before commencement of construction on the *Real Property* pursuant to the *Agreement* of a different name for the Planned Development which does not duplicate the name of any other Planned Development or subdivision, the final plat of which has been recorded in the RMC Office for Charleston County, South Carolina at the time of such notice.

1.3 The Illustrative Master Plan

For the purpose of illustrating the *Development* the *Property Owner* may institute on the *Real Property* pursuant to the *Agreement* and the *Plan*, an Illustrative Master Plan is attached hereto as Exhibit 1.1. Exhibit 1.2 delineates the conceptual location of the individual *Lots* on the *Real Property*. While the Illustrative Master Plan may be used by the *County* and the *Property Owner* as a general guide for the overall *Development* of the *Real Property*, the *Lots*, *Development Parcels*, *Thoroughfares*, green space, recreational areas, *Community Ways*, and other elements illustrated thereon are not intended to represent the exact configuration and location of the *Development* that will occur on the *Real Property*. The more specific elements of the *Agreement* and the *Plan* should be used by the *County* and the *Property Owner* to help guide the precise configuration and location of the different aspects of *Development* as the *Project* progresses.

SECTION 2 – REAL PROPERTY

2.1 Legal Description

All that certain piece, parcel or tract of land, together with all buildings and improvements presently located thereon, situate, lying and being on Johns Island, in the County of Charleston, State of South Carolina, known generally as "Mullet Hall Plantation," containing 1083.197 acres of highland (including certain small islands), 235.94 acres of ponds and creeks, 86.36 acres of impounds, and 22.313 acres between mean high water and the DHEC-OCRM Critical Line, more or less, shown on a plat by A.H. Schwacke, & Associates entitled "PLAT OF MULLET HALL & JACK ISLAND 1426.81 ACRES JOHNS ISLAND CHARLESTON COUNTY SOUTH CAROLINA," dated October 4, 1994, last revised on November 11, 1994, and recorded in Plat Book EA, at Pages 316 through 322, in the RMC Office for Charleston County, South Carolina, (the "Plat"), said property having such location, butts and bounds, metes, courses and distances as will by reference to the Plat more fully appear. The Plat is attached hereto as Exhibit 2.1.

Being a portion of TMS # 212-00-00-001.

2.2 Wetland Survey

A wetland survey delineating the location, acreage, and type (freshwater or critical area/marsh) of all wetlands on the *Real Property* as they exist prior to *Development* is attached hereto as Exhibit 2.3. The *Property Owner* has no intention to develop upon any of these natural areas; provided, however, the *Property Owner* may construct portions of roads and/or utilities on these natural areas only after obtaining all applicable permits and approvals from *OCRM* and the *Corps* for such *Development* and obtaining site plan approval from the *County* pursuant to the *ZLDR*.

SECTION 3 – DEFINITIONS

The definitions set forth in this section of the *Plan* shall control the development of the *Real Property* in lieu of any contrary definitions in the *ZLDR* or other *Laws*. The definitions in Chapter 12 of the *ZLDR* on the *Effective Date* shall otherwise apply.

The "*Act*" means the South Carolina Local Government Development Agreement Act, codified at sections 6-31-10 to -160 of the South Carolina Code.

"*Accessory Use*" means a use customarily incidental and subordinate to the principal use of a *Lot* or of a structure, or as allowed by the *ARB* in accordance with Article 6.5 of Appendix D, which is a red-line of the *ZLDR*. An *Accessory Use* is located on the same *Lot* as the principal use, except (i) in cases of off-street parking, temporary real estate sales office, and temporary construction facilities, and (ii) in cases of *Hotels* or *Inns* where *Accessory Uses* may be located on other *Lots*.

"*Accessory Dwelling Unit*" means a dwelling unit, with no more than 800 square feet of gross floor area that has been added to, onto, or created within, a single family house. This definition includes garage apartments. An *Accessory Dwelling Unit* may be detached from a single family house provided it complies with the conditions applicable to *Accessory Dwelling Units* in Appendix B to the *Agreement*.

"*Active Recreation Area*" means any park, recreational facility, or recreational area which is not dependent upon a specific environmental or natural resource and which is developed with recreation and support facilities. An *Active Recreation Area* includes, but is not limited to, playgrounds, *Golf Courses*, bicycle trails, baseball or softball fields, football or soccer fields, basketball courts, swimming pools, clubhouses, water-dependent uses, equestrian facilities,

pickle courts, racquetball courts, and tennis courts. *Active Recreation Areas* shall constitute open space.

“*Affordable Housing*” means, in the case of dwelling units for sale, housing in which mortgage, amortization, taxes, insurance, and condominium or association fees, if any, constitute no more than twenty-eight percent (28%) of the annual household income for a household earning no more than eighty percent (80%) of the area median income, by household size, for the metropolitan statistical area as published from time to time by the U.S. Department of Housing and Community Development (HUD) and, in the case of dwelling units for rent, housing for which the rent and utilities constitute no more than thirty percent (30%) of the annual household income for a household earning no more than eighty percent (80%) of the area median income, by household size for the metropolitan statistical area as published from time to time by HUD.

“*Agreement*” means this Development Agreement, including the recitals and exhibits attached hereto. The *Agreement* shall also include the *Plan*.

“*ARB*” is the Kiawah River Architectural Review Board that is currently functional under the auspices of the *Property Owner* and/or as it may later function under applicable *Covenants*. The *ARB* may promulgate, modify, and enforce development guidelines, such as architectural and landscaping guidelines, assigned to it under the *Agreement* or the *Plan* with respect to any portion of the *Real Property*.

“*Association*” means one or more non-profit association(s) or corporation(s), which will be formally constituted and made up of the property owners and/or residents of the *Real Property*, or a particular portion or portions thereof. An *Association* may take responsibility for costs and maintenance of *Common Areas* on or affecting any portion of the *Real Property* subject to such *Association’s* jurisdiction, as delineated in any applicable *Covenants*.

“*Bed and Breakfast*” means a lodging-type building or group of buildings on one *Lot* offering two (2) to twelve (12) *Guest Rooms*, with or without meal service, on a daily, weekly, monthly, or seasonal basis. A *Bed and Breakfast* may be owner-occupied and/or staff-occupied. Whether or not owner- or staff-occupied, a *Bed and Breakfast* shall contribute to *Guest Room* entitlement densities, and no others, in the *Agreement*.

“*Building Coverage*” means the area of a *Lot* covered by principal or accessory buildings or roofed areas, as measured along the outside wall at ground level, and including all projections, other than open porches, fire escapes, canopies, and the first two feet (2’) of a roof overhang. This definition shall not include pools, pool decks, or pervious drives.

“*Building Development Standards*” means any applicable dimensional standards for *Lots*, *Development Parcels*, buildings, and structures, including but not limited to any minimum standards for *Lot* area, *Lot* width, *Setbacks*, and yard requirements and any maximum standards for *Building Height* and *Building Coverage* on *Lots* or *Development Parcels*.

“*Building Height*” means elevation from *Ground Floor Level* as measured in feet. *Building Height* does not include those items specifically excluded from consideration of *Building Height* in the *Plan*.

“*Common Areas*” means “Common Areas,” as defined under any *Covenants* encumbering all or portions of the *Real Property*, i.e., all real and personal properties which now or hereafter are deeded or leased to, or are the subject of a use agreement or easement with, an *Association*

and wherein the property therein described is specifically denominated to be part of the *Common Areas*. The *Common Areas* may include but shall not be limited to open space; maintenance and drainage areas; *Facilities*; easements; alleys; *Thoroughfares*; parking lots; *Community Ways*; street lighting; signs; lagoons; ponds; wetlands; rights-of-way; and the area between any property line of an owner and the mean high water mark of any adjoining river tidal creek, marsh, or other water body. The designation of any land and/or improvements as a *Common Area* shall not mean or imply that the public at large acquires any easement of use or enjoyment therein.

“*Community Way*” means a walkway of any surface type (paved or unpaved), bike trail, leisure trail, or walking trail designed for pedestrian or bike traffic.

“*Comprehensive Plan*” means the Charleston County Comprehensive Plan, adopted pursuant to sections 6-29-510 to -540 of the South Carolina Code, as well as the official map of Charleston County, adopted pursuant to sections 6-7-1210 to -1280 of the South Carolina Code.

“*Corps*” means the United States Army Corps of Engineers.

“*County*” means Charleston County, a political subdivision of the State of South Carolina.

“*County Council*” means the County Council of Charleston County, South Carolina.

“*County Ordinances*” means the Code of Ordinances of Charleston County, South Carolina.

“*Covenants*” means and refers to one or more declaration(s) of covenants, conditions, and restrictions encumbering all or portions of the *Real Property* that have been or will be recorded by the *Property Owner*.

“*Development*” means the planning for or carry out of a building activity, demolition, reclamation of on-site materials, the making of a material change in the use or appearance of any structure or property, or the dividing of land into two or more parcels, and is intended by the *Parties* to include all further uses of, activities upon, or changes to the *Real Property* as are authorized by the *Agreement*. “*Development*,” as designated in a land or *Development Permit*, includes the planning for and all other activity customarily associated with it unless otherwise specified. When appropriate to the context, “*Development*” refers to the planning for or the act of developing or to the result of *Development*. Reference to a specific operation is not intended to mean that the operation or activity, when part of other operations or activities, is not *Development*. Reference to particular operations is not intended to limit the generality of this term.

“*Development Parcel*” means any parcel of land on which *Development* may occur, including platted *Lots* and unplatted parcels, but excluding public or private street rights-of-way.

“*Development Permit*” includes a building permit, zoning permit, construction permit, subdivision or plat approval, rezoning certification, special exception, variance, certificate of occupancy or any other official action of *Local Government* having the effect of permitting or approving the *Development* or use of real property.

“*DHEC*” means the Department of Health and Environmental Control, as established pursuant to section 44-1-20 of the South Carolina Code.

“*Diameter Breast Height*” or “*DBH*” means the total diameter, in inches, of a tree trunk or

trunks measured at a point four and one half feet above existing grade (at the base of the tree). In measuring *DBH*, the circumference of the tree shall be measured with a standard diameter tape, and the circumference shall be divided by 3.14.

“*Dock*” or “*Pier*” means a structure built over and/or floating on water used to provide access to water and/or for the mooring of boats or other watercraft. A *Dock* or *Pier* may contain commercial uses as permitted by *DHEC* and shall constitute a water-dependent use.

“*DOT*” means the South Carolina Department of Transportation, as established in section 57-1-20 of the South Carolina Code.

“*Dwelling Unit*” means one or more rooms, designed, occupied or intended for permanent occupancy as a separate living quarter, with cooking, sleeping and sanitary facilities contained therein. The term “*Dwelling Unit*” does not include *Guest Rooms*, *Villas*, *Accessory Dwelling Units*, or accessory buildings or structures.

“*Facilities*” means major capital or community improvements including, but not limited to, transportation, sanitary sewer, solid waste, drainage, potable water, electrical service, cable television, high speed internet access, and telephone service.

“*Golf Course*” means a tract or tracts of land laid out for up to thirty-six (36) holes for playing the game of golf and improved with tees, greens, fairways, and hazards, and that may include club houses, driving ranges, training facilities, maintenance facilities, and shelters. *Golf Courses* shall constitute *Active Recreation Areas*.

“*Grand Tree*” means any live, healthy tree with a *DBH* of 24 inches or greater, with the exception of pine tree, laurel oak, water oak, and sweet gum tree species.

“*Gross Leasable Area*” or “*GLA*” means floor area devoted to a use designated as such in the table of uses set forth in the *Plan*. *GLA* does not include public or common areas, such as parking lots, utility rooms and stairwells, in a building or on a *Lot* otherwise devoted to a use designated as *GLA* in the *Plan*. *GLA* does not include a community amenity center, such as a fitness club/aquatic center. For the purpose of this provision, the term “floor area” shall have the definition specified in Chapter 12 of the *ZLDR* on the *Effective Date*. Commercial uses on *Docks* or *piers* shall contribute to entitlement densities for *GLA*.

“*Ground Floor Level*” means *Natural Ground* or the lowest floor elevation for structures as set forth in the *County’s* flood management ordinance, as amended, whichever is higher; provided, however, that *Ground Floor Level* shall not exceed 14 feet above *Natural Ground*. This definition shall not be construed to prevent an owner from constructing his first finished floor higher than *Ground Floor Level*; provided, however, *Building Height* shall be measured from *Ground Floor Level*.

“*Guest Room*” means a room or suite designed for temporary occupancy by one (1) or more people in a single unit on a daily, weekly, monthly, or seasonal basis. A *Guest Room* may be individually owned or owned as a “time-share” unit without respect to other *Guest Rooms*. A *Guest Room* may be located within a *Hotel*, *Inn*, *Villa* or *Bed and Breakfast*. A *Guest Room* shall contribute to the *Guest Room* entitlement densities, and no others, in the *Agreement*.

“*Hotel*” means a lodging-type building or group of buildings offering twenty-five (25) or more *Guest Rooms*, with or without meal service, on a daily, weekly, monthly, or seasonal basis.

The *Property Owner* shall have the vested right to develop up to two (2) *Hotels* on the *Real Property*. The amount of *Guest Rooms* permitted in a *Hotel* shall be limited only by the total *Guest Room* entitlement densities in the *Agreement*. A *Hotel* may be owner-occupied and/or staff-occupied. Whether or not owner- or staff-occupied, a *Hotel* shall contribute to *Hotel* and *Guest Room* entitlement densities, and no others, in the *Agreement*.

“*Housing for the Workforce*” means all *Affordable Housing* and all dwelling units designed to accommodate persons employed on the *Real Property*, persons employed on Kiawah Island, persons employed on Seabrook Island, and/or persons employed within a ten (10) mile radius of the *Real Property*.

“*Inn*” means a lodging-type building or group of buildings offering thirteen (13) to twenty-four (24) *Guest Rooms*, with or without meal service, on a daily, weekly, monthly, or seasonal basis. An *Inn* may be owner-occupied and/or staff-occupied.

“*Land Development Regulations*” means ordinances and regulations enacted by the appropriate governing body for the regulation of any aspect of *Development* and includes, but is not limited to, *Local Government* zoning, rezoning, subdivision, building construction, occupancy, aesthetic, road, or sign regulations or any other regulations controlling the *Development* or use of property.

“*Laws*” means all ordinances, resolutions, regulations, comprehensive plans, *Land Development Regulations*, policies and rules, custom and usage (formal or informal) adopted by a *Local Government* affecting the *Development* of property and includes laws governing permitted uses of the property, governing density, and governing design, improvement, and construction standards and specifications, except as provided in section 6-31-140(A) of the South Carolina Code.

“*Local Government*” means any county, municipality, special district, or governmental entity of the state, county, municipality or region established pursuant to law which exercises regulatory control over, and grants *Development Permits* for land *Development* or which provides public *Facilities*. The *County* is a *Local Government*.

“*Lot*” means *Development Parcel* identified in a *Subdivision Plat* recorded in the Office of the Register of Mesne Conveyances for Charleston County, South Carolina.

“*Lot Line, Front*” means the lot line separating a *Lot* from the *Thoroughfare* that is used as the primary access point to the *Lot*. In cases where a *Lot* abuts open space, including passive recreation areas, on one side, and a *Thoroughfare* that is used as the primary access on the opposite side, the *Property Owner* may designate the lot line abutting the open space as the *Front Lot Line* and the opposite lot line (abutting the *Thoroughfare*) as the rear lot line. In cases where a *Lot* abuts more than one *Thoroughfare*, the *Property Owner* may designate the *Front Lot Line* pursuant to Section 6.1.c herein.

“*Mixed Use*” means a use, structure, or parcel containing both residential and non-residential elements.

“*Natural Ground*” means average elevation of a *Lot* or *Development Parcel* prior to *Development* activity.

“*OCRM*” means *DHEC*’s Office of Ocean and Coastal Resource Management.

“OCRM Critical Line” means the critical area line defined by OCRM.

“Parties” are the *Property Owner* and the *County*. When used herein with reference to a specific *Tract, Development Parcel, Lot*, or other portion of the *Real Property*, *Parties* shall mean and refer to the *County* and that specific person or entity that has legal title to such *Tract, Development Parcel, Lot*, or other portion of the *Real Property*. If portions of the *Agreement* apply to one or more, but not all, of the entities or persons comprising the *Property Owner*, those particular parties may be separately referred to herein.

“*Passive Recreation Area*” means areas in and located due to the presence of a particular natural or environmental setting and that may include conservation lands or waters providing for both active and passive types of resource-based outdoor recreation activities that are less formalized or program-oriented than activity-based recreation. Resource-based outdoor recreation means and refers to activities requiring a natural condition such as boating, fishing, camping, nature trails and nature study. A farm or other agricultural use shall be considered a *Passive Recreation Area*. *Passive Recreation Areas* shall constitute open space.

“*Pervious Cover*” means water bodies, as well as land that permits the absorption of storm water into the ground. *Pervious Cover* may include, but is not limited to *Community Ways*, streets, roads, alleys, parking lots and driveways which are pervious to storm water.

“*Plan*” means the Kiawah River Planned Development District Plan. The *Plan* is attached to the *Agreement* and incorporated therein by reference. The *Plan* shall constitute a vested right of the *Property Owner* during the term of the *Agreement* (including any extensions or renewals thereof).

“*Planning Commission*” means the Charleston County Planning Commission as established under Article 2.2 of the *ZLDR*.

“*Planning Director*” means the Director of the Planning Department of Charleston County or the authorized designee or representative of the Director.

“*Project*” is the *Development* that has occurred and will occur on the *Real Property*.

“*Property Owner*” means Kiawah River Investment, LLC; together with all subsidiaries thereof and other entities, which may have a legal interest on the date of execution hereof in any of the *Real Property* described in Paragraph 4 of the *Agreement* and includes their successors in interest, successors in title (as to any portion of the *Real Property*), and/or assigns by virtue of assignment or other instrument compliant with the *Agreement*. When used herein with reference to a specific *Tract, Development Parcel, Lot*, or other portion of the *Real Property*, “*Property Owner*” shall mean and refer to that specific person or entity that has legal title to such *Tract, Development Parcel, Lot*, or other portion of the *Real Property*. The *Property Owner* warrants that there are no other legal or equitable owners of the *Real Property* on the *Effective Date*.

“*Protected Trees*” means any tree on a parcel with a diameter breast height of eight inches or greater prior to development and all trees within required buffers or required landscape areas. Limited removal is allowed only when specified by the provisions of this Ordinance.

“*PSC*” means the Public Service Commission, as established pursuant to section 58-3-10 of the South Carolina Code, as amended.

“*Real Property*” is the *Real Property* referred to in Paragraph 4 of the *Agreement* and includes any improvements or structures customarily regarded as part of real property.

“*Retirement Housing*” means the use of a site for housing that qualifies under The Housing for Older Persons Act (HOPA) for the senior housing exemption from the anti-discrimination provisions related to familial status of Title VIII of the Civil Rights Act of 1968 (the Federal Fair Housing Act), as amended by the Fair Housing Amendments Act of 1988 (the Fair Housing Act). No *Retirement Housing* shall be used as a *Short-Term Rental Property*.

“*Retirement Housing Unit*” means a single housing unit intended for occupancy on a site that is designated as *Retirement Housing* that may be housing comprised of single family detached, single family attached, duplex, or multifamily units or any combination of these.). No *Retirement Housing Unit* shall be used as a *Short-Term Rental Property*.

“*Setback*” means any required minimum distance from a *Lot* line or street right-of-way that establishes an area within which a structure shall not be erected. Any *Laws* applicable to *Setbacks* and exceptions to *Setbacks* are set forth in the *Plan*, which shall control in lieu of *Laws* applicable to *Setbacks* and exceptions to *Setbacks* in the *ZLDR* or other *Laws*.

“*Short-Term Rental Property*” or “*STRP*” means a residential dwelling or any part thereof that is offered, advertised, or provided to short-term rental tenants (excluding family members) for a fee or any form of compensation, for intervals of 29 days or less during a calendar year. No *Guest Room*, including a *Villa*, shall constitute a *Short-Term Rental Property*, and *Short-Term Rental Properties* shall not count against the cap on the maximum number of *Guest Rooms*.

“*Subdivision Plat*” means a recorded graphic description of property prepared and approved in compliance with the *ZLDR*, as modified by this *Agreement*.

“*Thoroughfare*” means a way for use by vehicular and pedestrian traffic and to provide access to *Lots* and open spaces, consisting of vehicular lanes and their adjacent rights-of-way.

“*Tract*” means and refers to composite parcels of the *Real Property* that have yet to be subdivided.

“*Villa*” means a lodging-style building offering one or more bedrooms and other areas (such as cooking and sanitary facilities) operating as a single unit, with or without meal service, on a daily, weekly, monthly, or seasonal basis. A *Villa* may be owned and temporarily occupied by an individual or entity without respect to ownership of other *Villas*. A *Villa* shall constitute one (1) *Guest Room* and shall contribute to *Guest Room* entitlement densities, and no others, in the *Agreement*.

“*Zoning and Land Development Regulations*” or “*ZLDR*” means and refers to the Zoning and Land Development Regulations of Charleston County, South Carolina.

SECTION 4 - USES

Exhibit 4.1 illustrates the areas for the *Development* on the *Real Property*, including a general delineation of the allowed uses within each area. The configuration and location of these areas for *Development* are conceptual approximations only. Based on market demand and other considerations, the *Development* which may actually occur on the *Real Property* is subject to

change within the legal guidelines of the *Agreement* and the *Plan* and not the illustrations in Exhibit 4.1. The conceptual illustrations and maps attached hereto are therefore not commitments or representations to the *County* or any third party.

4.1 Permitted Principal Uses

A. Table of Uses: The Table of Uses attached hereto as Table 4.1 shall control the uses permitted, prohibited, and permitted with conditions on the *Real Property* or designated portions thereof. All of the uses listed in Table 4.1 shall be as defined in Chapter 12 of the *ZLDR*, as it exists on the *Effective Date*, unless specific definitions have been supplemented or modified in section 3 of this *Plan*.

B. Use Types: The following use types shall control Table 4.1:

1. Allowed Uses: An “A” indicates that a use type is allowed by right on the *Real Property* or a portion thereof. A special exception shall not be required.

2. Conditional Uses: A “C” indicates that a use type is allowed on the *Real Property* or a portion thereof only if it complies with use-specific conditions, as set forth further in the *Plan*. A cross-reference to the applicable use-specific conditions can be found in the “Conditions” column of Table 4.1. The number provides a cross-reference to a use-specific condition contained in Article 6.4 of Appendix D, which is a red-line of the *ZLDR*. The conditions set forth herein shall control use-specific conditions on the *Real Property*. A conditional use shall be permitted upon the *Property Owner’s* compliance with the applicable conditions herein.

3. New or Unlisted Uses: The *Planning Director* shall be authorized to make use determinations whenever there is a question regarding the category of use based on the definitions contained in Chapter 12 of the *ZLDR*, as it exists on the *Effective Date* and as specific definitions are modified or supplemented herein.

C. Mixed Uses: The *Property Owner* may utilize different permitted land uses on a particular *Lot* or *Development Parcel*.

D. Hunting: Hunting shall be permitted on any portion of the *Real Property* provided all applicable permits and approvals are obtained.

4.2 Accessory Uses

Accessory Uses shall be permitted, permitted with conditions, or prohibited in accordance with Article 6.5 of Appendix D, which is a red-line of the *ZLDR*.

4.3 Temporary Uses

1. Temporary Accessory Dwelling Units: The *ARB* may allow, allow with conditions, or prohibit temporary accessory dwelling units, such as dormitory-style farm or other labor housing, or other *Accessory Dwelling Units* on the *Real Property* or any portion thereof. The precise configuration, location and amount of temporary accessory dwelling units permitted on the *Real Property* or any portion thereof shall be in the *ARB’s* discretion.

2. Temporary Modular Units: The *ARB* may allow, allow with conditions, or prohibit

temporary modular units for recreational, construction, commercial, retail, office or other uses (excluding residential uses) on the *Real Property* or any portion thereof. The precise configuration, location and amount of temporary modular units permitted on the *Real Property* or any portion thereof shall be in the *ARB's* discretion. Temporary modular units shall not count toward any caps within the *Agreement*.

3. Temporary Sales: The *ARB* may permit, permit with conditions, or prohibit temporary sales on the *Real Property* or any portion thereof.

4. Assemblies and Special Events: The *ARB* may permit, permit with conditions, or prohibit temporary public or private assembly use and events of public or private interest, such as cultural events, weddings, outdoor concerts and parking for special events on the *Real Property* or any portion thereof. The *ARB* may promulgate, modify and enforce any regulations pertaining to assemblies and special events in applicable *Covenants*, and may impose such conditions on its approval of an individual special event to control noise, parking, or other aspects of the special event as it deems appropriate. Such special events on the *Real Property* owned by the declarant under the *Covenants*, the *Association*, or a *Hotel* or *Inn*, or the owner of the chapel on the *Real Property* shall be considered an *Accessory Use* and shall not require a zoning permit, special exception, conditional use permit, or other further approval from the County nor have a cap on the number in a calendar year, provided that daily event attendance shall be limited to no more than 750 people. The *Property Owner* shall provide County Sheriff's Office, County EMS, St. Johns Fire Department, and the *Planning Director* a written schedule of upcoming special events on a monthly basis for informational purposes. The *Property Owner* shall obtain County Building Services approval for any temporary structures for such special events that require inspection and approval. The provisions of Art. 6.7 of the *ZLDR* set forth in Exhibit 4.2 shall apply to special events on other *Lots* on the *Real Property* where special events are not an *Accessory Use*.

5. Construction Facilities: The *ARB* may permit, permit with conditions, or prohibit accessory construction facilities on any *Development Parcel, Tract* or other portion of the *Real Property*.

6. Short-Term Rentals. *Short-Term Rental Properties* shall be allowed in accordance with the standards and procedures set forth in Exhibit 4.3 and in accordance with the *Covenants*.

4.4 Areas Designated for Future Use: All areas designated for future expansion or not intended for immediate improvement or development shall remain in a natural state until such time as development permits are approved; provided, however, with respect to this provision, the "natural state" of the property shall include those uses permitted under base zoning.

Table 4.1-Table of Uses

Use Designation	Uses	Classification or Conditions
Agricultural	Animal Aquaculture, including Finfish Farming, Fish Hatcheries, or Shrimp or Shellfish Farming (in ponds)	
	Apiculture (Bee Keeping)	A
	Horse or Other Animal Production	
	Concentrated Animal Feeding Operations	
	Greenhouse Production or Food Crops Grown under Cover	A
	Horticultural Production or Commercial Nursery Operations	A
	Hydroponics	A
	Crop Production	A
	Bona Fide Forestry Operations	C, §6.4.23
	Lumber Mills, Planing, or Saw Mills, including chipping and mulching	
	Stable	C, §6.4.20
	Agricultural Processing	
	Agricultural Sales or Services	A
	Roadside Stands, including the sale of Sweetgrass Baskets	C, §6.4.58
Residential	Congregate Living for the elderly	A
	Duplex	A, Note 6 to Table 6.1
	Dwelling Group	C, §6.4.7
	Multi-Family, including Condominiums or Apartments	A, Note 6 to Table 6.1
	Retirement Housing	A
	Single Family Attached, also known as Townhouses or Rowhouses	C, §6.4.2, Note 6 to Table 6.1
	Single Family Detached	A
	Short-Term Rentals, Limited Home Rental (LHR)	C. Exhibit 4.3
	Short-Term Rentals, Extended Home Rental (EHR)	C Exhibits 4.3 and 4.4 to the <i>Plan</i>
	Workforce Housing	A
	Affordable Housing	A
Civic/Institutional	Court of Law	A ¹
	Safety Services, including Emergency Medical or Ambulance Service, Fire Protection and Police Protection	A
	Adult Day Care Facilities	C*, §6.4.29
	Child Day Care Facilities, including Group Day Care Home or Child Care Center	C*, §6.4.29
	Family Day Care Home	A*

¹ An asterisk (*) indicates the use will contribute to GLA entitlement densities, and no others, in the Agreement.

Death Care Services	Cemeteries or Crematories	A
	Funeral Services, including Funeral Homes or Mortuaries	A*
Educational Services	Pre-School or Educational Nursery	C, §6.4.29
	School, Primary	A
	School, Secondary	A
	College or University Facility	A*
	Business or Trade School	A*
	Personal Improvement Education, including Fine Arts Schools or Automobile Driving Schools	A*
Health Care Services	Medical Office or Outpatient Clinic, including Psychiatrist Offices, Abortion Clinics, Chiropractic Facilities, or Ambulatory Surgical Facilities	A*
	Convalescent Services, including Nursing Homes	A*
	Public or Community Health Care Centers	A*
	Health Care Laboratories, including Medical Diagnostic or Dental Laboratories	A*
	Home Health Agencies	A*
	Hospitals, including General Hospitals, Specialized Hospitals, Chronic Hospitals, Psychiatric or Substance Abuse Hospitals, or Hospices	A*
Museums, Historical Sites and Similar Institutions	Historical Sites (Open to the Public)	A
	Libraries or Archives	A
	Museums	A*
	Nature Exhibition	C, §6.4.10
	Botanical Gardens	A*
Postal Service	Postal Service	A
Recreation and Entertainment	Community Recreation, including Recreation Centers	A
	Community Amenity Center, such as a fitness club/aquatic center	A
	Fishing or Hunting Guide Service (commercial)	A*
	Fishing or Hunting Lodge (commercial)	A*
	Golf Courses or Country Clubs	C, §6.4.50
	Parks and Recreation	A
	Recreation and Entertainment, Indoor, including Bowling Centers, Ice or Roller Skating Rinks, Indoor Shooting Ranges, Theaters, or Video Arcades	C*, §6.4.11
	Recreation and Entertainment, Outdoor, including Amusement	C*, §6.4.11

	Parks, Fairgrounds, Miniature Golf Course, Race or Go-Cart Tracks, or Sports Arena	
	Golf Driving Ranges	C*, §6.4.11
	Outdoor Shooting Ranges	C*, §6.4.11
	Recreation or Vacation Camps	C*, §6.4.11
	Equestrian	C, §6.4.11
Religious, Civic, Professional and Similar Organizations	Business, Professional, Labor or Political Organizations	A*
	Social or Civic Organizations, including Youth Organizations	A*
	Religious Assembly	A
	Social Club or Lounge	A
Utility and Waste-Related Uses	Utility Service, Major	C, §6.4.17 §6.4.21
	Electric or Gas Power Generation Facilities	C, §6.4.17 §6.4.21
	Utility Substation	C, §6.4.21
	Electrical or Telephone Switching Facility	C, §6.4.21
	Sewage Collector or Trunk Lines	C, §6.4.21
	Sewage Disposal Facilities	C, §6.4.17
	Utility Pumping Station	C, §6.4.21
	Water Mains	C, §6.4.21
	Water or Sewage Treatment Facilities	C, §6.4.21
	Water Storage Tank	C, §6.4.21
	Utility Service, Minor	C, §6.4.31
	Electric or Gas Power Distribution	C, §6.4.31
	Sewage Collection Service Line	C, §6.4.31
	Water Service Line	C, §6.4.31
	Septic Tank Installation, Cleaning or Related Services	C, §6.4.31
Accommodations	Hotels	A
	Inns	A
	Bed and Breakfasts	C, §6.4.4
	Villas	A
Animal Services	Kennel	C*, §6.4.54
	Pet Stores or Grooming Salons	A*
	Small Animal Boarding (enclosed building)	A*
	Veterinary Services	A*
Commercial	Banks	A*
-Financial	Financial Services, including Loan or Lending Services, Savings and Loan Institutions, or Stock and Bond Brokers	A*
-Food Services and Drinking	Bar or Lounge (Alcoholic Beverages), including Taverns, Cocktail Lounges, or Member Exclusive Bards or Lounges	A*

Places		
	Catering Service	A*
	Restaurant, Fast Food, including Snack or Non-Alcoholic Beverage Bars	A*
	Restaurant, General, including Cafeterias, Diners, Delicatessens, or Full Service Restaurants	A*
-Information and Industries	Communication Services, including Radio or Television Broadcasting Studios, News Syndicates, Film or Sound Recording Studios, Telecommunication Service Centers, or Telegraph Service Offices	A*
	Communication Towers	C*, §6.4.5
	Data Processing Services	A*
	Publishing Industries, including Newspaper, Periodical, Book, Database, or Software Publishers	A*
-Offices	Administrative of Business Office, including Bookkeeping Services, Couriers, Insurance Offices, Personnel Offices, Real Estate Services, Secretarial Services, or Travel Arrangement Services	A*
	Government Office	A*
	Professional Office, including Accounting, Tax Preparation, Architectural, Engineering, or Legal Services	A*
-Other Non-Residential Development	Convention Center or Visitors Bureau	A*
	Office/Warehouse Complex	A*
	Off-Premises Sign (e.g. Billboard)	C*, See section 13.2 of the Plan
	Special Trade Contractors (Offices/Storage)	C*, §6.4.36
	Building Equipment or Other Machinery Installation Contractors	C*, §6.4.36
	Carpentry Contractors	C*, §6.4.36
	Concrete Contractors	C*, §6.4.36
	Drywall, Plastering, Acoustical or Insulation Contractors	C*, §6.4.36
	Electrical Contractors	C*, §6.4.36
	Excavation Contractors	C*, §6.4.36
	Masonry or Stone Contractors	C*, §6.4.36
	Painting or Wall Covering Contractors	C*, §6.4.36
	Plumbing, Heating or Air Conditioning Contractors	C*, §6.4.36
	Roofing, Siding or Sheet Metal Contractors	C*, §6.4.36
	Tile, Marble, Terrazzo or Mosaic Contractors	C*, §6.4.36
Parking	Parking Lots	A
	Parking Garages	A
Rental and Leasing Services	Charter Boat or Other Recreational Watercraft Rental Services	C*, Article 5.3
	Construction Tools or Equipment Rentals	A*
	Consumer Goods Rental Centers	A*
	Consumer Goods Rental Service, including Electronics,	C*, §6.4.38

	Appliances, Formal Wear, Costume, Video or Disc, Home Health Equipment, Recreational Goods, or other Household Items	
	Self-Service Storage/Mini-Warehousing (Subject to Note 1)	C*, §6.4.16
	Boat/RV Storage (Subject to Note 1)	A*
Repair and Maintenance Services	Boat Yard	C*, §6.4.39 Article 5.3
	Repair Service, Consumer, including Appliance, Shoe, Watch, Furniture, Jewelry, or Musical Instrument Repair Shops	C*, §6.4.40
	Repair Service, Commercial, including Electric Motor Repair, Scientific or Professional Instrument Repair, Tool Repair, Heavy Duty Truck or Machinery Servicing and Repair, Tire Retreading or Recapping, or Welding Shops	A*
	Vehicle Repair Consumer, including Muffler Shops, Auto Repair Garages, Tire or Break Shops, or Body or Fender Shops	C*, §6.4.22
	Vehicle Service, Limited, including Automotive Oil Change or Lubrication Shops, or Car Washes	C*, §6.4.22
Retail Sales	Nonstore Retailers	A*
	Direct Selling Establishments	A*
	Electronic Shopping or Mail-Order Houses	A*
	Fuel (except liquefied petroleum gas) Dealers, including Heating Oil Dealers	A*
	Liquefied Petroleum Gas (Bottled Gas) Dealers	C*, §6.4.41
	Vending Machine Operators	A*
	Building Materials or Garden Equipment and Supplies Retailers	C*, §6.4.42
	Hardware Stores	C*, §6.4.42
	Home Improvement Centers	A*
	Garden Supply Centers	C*, §6.4.42
	Outdoor Power Equipment Stores	C*, §6.4.42
	Paint, Varnish or Wallpaper Stores	C*, §6.4.42
	Food Sales, including Grocery Stores, Meat Markets or Butchers, Retail Bakeries, or Candy Shops	A*
	Liquor, Beer or Wine Sales	A*
	Retail Sales or Services, General	A*
	Art, Hobby, Musical Instrument, Toy, Sporting Goods, or Related Products Store	A*
	Clothing, Piece Goods, Shoes, Jewelry, Luggage, Leather Goods or Related Products Store	A*
	Convenience Stores	A*
	Drug Stores or Pharmacies	A*
	Duplicating or Quick Printing Services	A*
	Electronics, Appliance or Related Products Store	A*
	Florist	A*
	Furniture, Cabinet, Home Furnishings or Related Products Store	A*

	Pawn Shop	A*
	Private Postal or Mailing Service	A*
	Tobacconist	A*
	Sweetgrass Basket Stands	C*, §6.4.58
	Warehouse Clubs or Superstores	A*
	Service Stations, Gasoline (with or without convenience stores)	A*
	Motorcycle, Watercraft, or Recreational Vehicle Dealers	A*
	Vehicle Parts, Accessories or Tire Stores	A*
Retail or Personal Services	Consumer Convenience Service	A*
	Automated Bank/Teller Machines	A*
	Drycleaners or Coin-Operated Laundries	A*
	Drycleaning or Laundry Pick-up Service Stations	A*
	Locksmith	A*
	One-Hour Photo Finishing	A*
	Tailors or Seamstresses	A*
	Hair, Nail or Skin Care Services, including Barber Shops or Beauty Salons	A*
	Personal Improvement Service, including Dance Studios, Health or Physical Fitness Studios, Photography Studios, or Reducing Studios, excluding Swim Club	A*
	Services to Buildings or Dwellings, including Carpet or Upholstery Cleaning, Exterminating, or Janitorial services	A*
	Landscaping and Horticultural Services to commercial, industrial, or institutional buildings and residences	A*
Water Dependent Uses	Boat Ramps	C, §5.3.4 Article 5.3
	Dock or Pier	C, §5.3.3 Article 5.3
	Dry Stack Storage for Watercraft	C*, Article 5.3
Recycling Services	Recycling Center	A*
	Recycling Collection, Drop-Off	A*
Transportation	Sightseeing Transportation, Land or Water	C*, Article 5.3
	Taxi or Limousine Service	A*
	Urban Transit Systems	A*
	Water Transportation, including Coastal or Inland Water Passenger Transportation	C*, Article 5.3

Notes to Table 4.1:

These uses must be exclusively for the use of the owners and tenants of any portion of the *Real Property* and of the contractors working on the *Real Property*. Only 50% of the floor area devoted to these uses shall count against *GLA*.

SECTION 5 – ENTITLEMENT DENSITIES

5.1 Entitlements

Exhibit 5.1 illustrates the *Development* the *Property Owner* may institute on the *Real Property* pursuant to the *Plan*. The configuration and location of the individual elements of the *Plan* are conceptual approximations only. Based on market demand and other considerations, the *Development* which may actually occur on the *Real Property* is subject to change within the legal guidelines of the *Agreement* and the *Plan* and not the illustrations in Exhibit 5.1. The conceptual illustrations and maps attached hereto are therefore not commitments or representations to the *County* or any third party. The *Property Owner* shall have a vested right to the following entitlement densities on the *Effective Date*:

1. Dwelling Units: The *Property Owner* shall have the vested right to develop up to 1,285 *Dwelling Units* on the *Real Property*, not including those *Dwelling Units* that are *Retirement Housing Units*, and may determine the precise type, configuration and location of *Dwelling Units*, provided that:

- The *Property Owner* may not develop more than 580 *Dwelling Units* on the portion of the *Real Property* formerly zoned AG-8 which is designated as Rural Residential in the *Plan*; and

The *Property Owner* may not develop more than 80 *Dwelling Units* on the portion of the *Real Property* delineated in the *Plan* as the Bohicket Station.

Table 5.1 illustrates the maximum and average residential densities for each residential use; the maximum total acreage of each residential unit requested (including *Housing for the Workforce* units); and the maximum allowable number of each type of residential unit requested (including *Housing for the Workforce* units).

2. Retirement Housing. The *Property Owner* shall have a vested right to develop up to 160 *Retirement Housing Units*. These *Retirement Housing Units* shall be in addition to the other 1,285 *Dwelling Units* vested for the *Real Property*. *Retirement Housing Units* shall count against the cap of 450 *Guest Rooms* at the equivalence of 2.0 *Retirement Housing Units* for each *Guest Room*, with any fractions rounded up to the next whole number of *Guest Rooms*. *Retirement Housing Units* may be located only in the River Village and not in the Rural Residential or Bohicket Station.

3. Housing for the Workforce: “*Housing for the Workforce*” means all *Affordable Housing* and all dwellings designed to accommodate persons employed on the *Real Property*, persons employed on Kiawah Island, persons employed on Seabrook Island, and/or persons employed within a ten (10) mile radius of the *Real Property*. Of the 1,285 total *Dwelling Units*, 117 shall constitute *Housing for the Workforce* units. Further, 18 of the *Housing for the Workforce* units shall constitute *Affordable Housing*. The *Property Owner* may determine the precise type, configuration and location of *Housing for the Workforce* and *Affordable Housing* on the *Real Property*, in compliance with the *Agreement* and the *Plan*; provided, however, that the *Housing for the Workforce* units and *Affordable Housing* units shall be located throughout the *Real Property* and the *Dwelling Unit* caps described in number 1, above, are not exceeded.

4. Commercial and Institutional Entitlement Densities: “*Gross Leasable Area*” or “*GLA*”

means floor area devoted to a use designated as such in Table 4.1. *GLA* does not include public or common areas, such as parking lots, utility rooms and stairwells, in a building or on a *Lot* otherwise devoted to a use designated as *GLA* in Table 4.1. For the purpose of this provision, the term “floor area” shall have the definition specified in Chapter 12 of the *ZLDR* on the *Effective Date*. The *Property Owner* shall have the vested right to develop up to 80,000 square feet of *GLA* on the *Real Property*. This *GLA* shall constitute a vested right on the *Effective Date*. The *Property Owner* may determine the precise configuration and location of *GLA* on the *Real Property*, in compliance with the *Agreement* and the *Plan*.

5. Lodging: The *Property Owner* shall have a vested right to develop up to 450 *Guest Rooms* on the *Real Property*, which may be dispersed among *Villas*, *Inns*, *Beds and Breakfasts*, and/or up to two (2) *Hotels*. The *Property Owner* shall have a vested right to develop up to two (2) *Hotels* on the *Real Property*; provided, however, the total number of *Guest Rooms* and *Villas* on the *Real Property* may not exceed 450. The *Property Owner* may determine the precise type, configuration and location of *Hotels*, *Villas*, and *Guest Rooms* on the *Real Property*, in compliance with the *Agreement* and the *Plan*. *Guest Rooms*, *Hotels*, and *Villas* shall not count against any of the other entitlement densities in the *Agreement*.

6. Golf Course: “*Golf Course*” means a tract or tracts of land laid out for up to thirty-six (36) holes for playing the game of golf and improved with tees, greens, fairways, and hazards, and that may include club houses, driving ranges, training facilities, maintenance facilities, and shelters. *Golf Courses* shall constitute *Active Recreation Areas*. The *Property Owner* shall have the right to develop a portion of the *Real Property* for use as a *Golf Course* or *Golf Courses*, including up to 36 holes, any or all of which the *Property Owner* may develop as public or private, provided, however, that the *Golf Course(s)* shall not comprise the entire area designated as open space. The *Property Owner* shall have the right to build full-service club houses, practice ranges, training facilities and maintenance facilities accessory to the *Golf Course(s)* on the *Real Property* in any location the *Property Owner* deems appropriate, in compliance with the *Agreement* and the *Plan*. The *Property Owner* may determine the precise configuration and location of the *Golf Course(s)* and its/their *Accessory Uses*, in compliance with the *Agreement* and the *Plan*. The *Golf Course(s)*, including club houses, pro shop and other *Accessory Uses*, shall not count against any of the other entitlement densities in the *Agreement*.

Table 5.1 – Table of Proposed Land Uses

Permitted Uses	Not to Exceed (“nte”)	Minimum Acreage	Maximum Acreage	Maximum Density	Maximum Floor Area Ratio
Single Family Detached	nte 1285		550	4/acre	
Single Family-Attached	nte 320		50	10/acre	
Multi-Family	nte 320		50	20/acre	
Housing for the Work Force	up to 117		40	20/acre	
Retirement Housing	nte 160		50	Note 6	
All Residential	nte 1285 excluding <i>Retirement Housing</i>		600	1.01/acre	

Commercial	nte 80,000 GLA		12		2
Self-Service Storage/Mini-Warehousing, Boat/RV Storage	50% of the floor area shall count against GLA		Subject to 12 acre maximum for Commercial		
Accommodations	nte 450 <i>Guest Rooms</i>		50		2
Open Space		635.31 acres			

The following standards shall apply to Table 5.1 and the location of densities within the *Development*:

1. As used in Table 5.1, “Density” refers to the number of *Dwelling Units* per unit of land area. Density is calculated by dividing the number of *Dwelling Units* on a site by the gross area (in acres) of highland (including freshwater wetlands) of the site on which the *Dwelling Units* are located, provided that all other requirements of the *Plan* are met.
2. The *Property Owner* may not exceed 50,000 square feet of *GLA* on the portion of the *Real Property* delineated in the *Plan* as the Bohicket Station.
3. The *Property Owner* may not exceed 80 *Dwelling Units* on the portion of the *Real Property* delineated in the *Plan* as the Bohicket Station.
4. The *Property Owner* may not exceed 580 *Dwelling Units* on the portion of the *Real Property* formerly zoned AG-8 which is also designated in the *Plan* as Rural Residential.
5. *Retirement Housing Units* shall count against the cap of 450 *Guest Rooms* with 2.0 *Retirement Housing Units* being equivalent to one (1) *Guest Room*, or stated differently, each *Retirement Housing Unit* equals .5 *Guest Room*. This conversion factor for *Retirement Housing* is based on accepted national standards for traffic counts that demonstrate that the vehicle trips per day for a *Retirement Housing Unit* are fewer than 50% of those for a *Guest Room*. The total number of *Retirement Housing Units* shall be rounded up to the nearest whole number of *Guest Rooms* for purposes of the nte cap above. *Retirement Housing Units* may be located only in the River Village and not in the Rural Residential or Bohicket Station.
6. The maximum density for *Retirement Housing* shall depend on the housing type and be subject to the same maximum density limitations for that particular residential housing type shown in Table 5.1.
7. The uses of Self-Service Storage/Mini-Warehousing, Boat/RV Storage must be exclusively for the use of the owners and tenants of any portion of the *Real Property* and of the contractors working on the *Real Property*. Only 50% of the floor area devoted to these uses shall count against *GLA*.
8. Commercial is limited to no more than 80,000 SF of *GLA* situated on no more than 12 acres.

SECTION 6 – PD DISTRICT STANDARDS

6.1 Building Development Standards

A. Generally: Table 6.1 sets forth any applicable standards for *Lot* area, *Lot* depth, *Lot* width, *Setbacks*, *Building Height*, *Building Coverage*, and all other dimensional standards for the *Real Property* or particular portions thereof. The measurements, computations, and exceptions to the *Building Development Standards* in Table 6.1 shall be as set forth further herein.

B. Lot Size:

1. Lot Area: Lots shall comply with the *Lot* area standards in Table 6.1 of the *Plan*.

2. Lot Depth: The depth of residential *Lots* shall not exceed five (5) times the width of the *Lot* (a 1:5 ratio); provided, however, the *ARB* may allow the *Lot* width to depth ratio of 1:5 to be exceeded when any of the following conditions occur:

a. When attached dwellings are proposed;

b. Where additional depth is provided for marsh frontage *Lots* when the *Lot* width to depth ratio is met and the property line is extended into the marsh or the property is bisected by or fronts on freshwater wetlands;

c. The subdivision of a parent *Tract*, provided any of the following requirements are met:

i. The minimum *Lot* frontage for each *Lot* is not less than 250 feet;

ii. In no case shall the average *Lot* width be less than 250 feet with the minimum *Lot* width at any one point less than 200 feet; or

iii. The property to be subdivided is located in the Rural Residential portion of the *Real Property*.

3. Prescribed *Lot* width requirements shall be for at least two-thirds of the depth of the *Lot*.

C. Lot Access:

1. Lot Frontage, Lot Access, and Double Frontage Lots:

a. The *Front Lot Line* for *Lots* that abut open space on one side and a *Thoroughfare* on the other shall be designated pursuant to the *Front Lot Line* definition contained herein. (Attached as Exhibit 6.3 is an illustration of a *Lot* fronting on open space illustrating the designation of the *Front Lot Line*).

b. *Lots* with more than one frontage on a *Thoroughfare* shall be allowed; however, only one vehicular access shall be allowed for each *Lot*. Where a *Lot* has more than one frontage on a *Thoroughfare*, the *Property Owner* shall identify one of the *Thoroughfare* frontages as the *Front Lot Line* and one as the rear lot line provided that there is an adequate vision clearance triangle for the lot line with the vehicular access. The remaining lot lines will be subject to side setback standards. An easement(s) with a minimum width of five feet may be required by the Zoning and Planning Department Director to restrict access from any *Thoroughfare* or other vehicular access other than that designated as the primary access.

2. Public Access: All *Lots* shall be provided with a direct or indirect means of access to Betsy Kerrison Parkway and Mullet Hall Road through the system of *Thoroughfares* on the *Real Property*. This provision shall not preclude the *Property Owner* from implementing a private *Thoroughfare* system with respect to the *Real Property* or any portion thereof and shall not be interpreted to require that all *Lots* front a public

Thoroughfare.

3. Vehicular access: Streets within planned developments should connect to adjoining neighborhoods/developments. Cul-de-sacs, T-turnarounds, and dead-end streets are discouraged. Areas between structures shall be covered by easements where necessary for access and to provide for maintenance and utility service. Primary vehicular access to office, commercial, or industrial development shall be through limited access roads.

4. Miscellaneous: All flag *Lots*, *Lots* on a cul-de-sac, and privately-accessed *Lots* shall comply with the International Fire Code, as adopted by the *County*.

5. Flag Lots: The *Real Property* contains substantial areas of wetlands, which may necessitate the use of flag *Lots* in certain instances. Accordingly, with respect to residential *Lots*, the *ARB* may allow, allow with conditions, or prohibit flag *Lots* on the *Real Property* or any portion thereof. The flagpole portion of a flag lot shall have a minimum width of 20 feet for its entire depth, and the depth or length of the flagpole shall not exceed 450 feet.

6. Public Access vs. Publicly-Maintained: References herein to “public access” shall not be read to require that any or all access points must be publicly maintained.

D. Residential Density: The *Property Owner* shall be entitled to develop up to 1,285 *Dwelling Units* on the *Real Property*. This entitlement density correlates to a gross residential density of .90 *Dwelling Units* per acre (including all acreage) or 1.01 *Dwelling Units* per acre (including only highland and freshwater wetland). No other residential density requirements are applicable to the *Project*, except as provided in Table 6.1; provided, however (1) the *Property Owner* may not develop more than 580 *Dwelling Units* on the portion of the *Real Property* formerly zoned AG-8 which is designated as Rural Residential in the *Plan*; and (2) the *Property Owner* may not develop more than 80 *Dwelling Units* on the portion of the *Real Property* delineated in the *Plan* as the Bohicket Station.

E. Minimum Setbacks: *Setbacks* are the unobstructed, unoccupied open area between the furthestmost projection of a structure and the property line of the *Lot* on which the structure is located, except as modified herein. *Setback* standards on the *Real Property* are set forth in Table 6.1; provided, however, the following shall apply:

1. Negative or “Zero” Lot Lines: The *Property Owner* may employ negative or “zero” *Lot* lines. Refer to Table 6.1.

2. Exceptions to Setbacks: Every part of a required *Setback* must be open and unobstructed from the ground to the sky, except as follows:

a. Trees, shrubbery or other landscape features may be located within any required *Setback*;

b. Fences and walls may be located within any required *Setback*; provided, however, that for residential, office, and commercial uses, no fence, wall or hedge shall exceed:

(1) Four feet in height when located within any front or street side

Setback;

(2) Six feet in height when located in any interior side, rear, or *OCRM Critical Line Setback*.

c. Driveways may be located in any required *Setbacks*;

d. *Community Ways* may be located within any required *Setbacks*;

e. Utility lines, transformers, pedestals, wires and associated structures, such as power poles, may be located within any required *Setbacks*;

f. Covered or uncovered porches, steps to building entrances, patio decks, garages, and balconies may extend up to five feet into any required *Setbacks*;

g. Openwork fire balconies and fire escapes may extend up to five feet into any required side *Setbacks*;

h. *Facilities*, utilities and maintenance areas, including easements, may be located within any required *Setbacks*;

i. Sills, belt courses, cornices, buttresses, eaves and other architectural features may extend up to two feet into any required *Setbacks*;

j. Chimneys and flues may extend up to two feet into any required *Setbacks*;

k. Satellite dish antennas may be placed within required rear *Setbacks*;

l. Mechanical equipment, including heating ventilation and air conditioning (HVAC) equipment, may be extended up to five feet into required side, *OCRM Critical Line*, or rear *Setbacks*.

3. Contextual Setbacks: Notwithstanding the *Setback* standards set forth in Table 6.1, the front building line of any structure or addition to a structure may be as close to the street as the front building line of a structure located on any *Lot* that is immediately adjacent to the subject *Lot*. If the subject *Lot* is located between two developed *Lots*, the front building line of the structure that is set back closest to the street shall apply to the subject *Lot*.

4. Reduction for Public Purpose: When an existing *Setback* is reduced because of conveyance to an *Association*, or a federal, state or *Local Government*, for a public purpose and the remaining *Setback* is at least fifty percent (50%) of the required *Setback*, as set forth herein, then that remaining *Setback* will be deemed to satisfy the *Setback* standards in Table 6.1. This provision shall also apply in the event the existing *Setback* is reduced because of a conservation easement, so long as the remaining *Setback* is at least fifty percent (50%) of the required *Setback* in Table 6.1.

F. Maximum Building Height:

1. Generally: "*Building Height*" means elevation from *Ground Floor Level* as

measured in feet. The maximum *Building Height* for the *Real Property* or portions thereof is set forth in Table 6.1.

2. Definition of Height-Fences or Walls: Fences or walls shall be measured from finished grade on the lower side of the fence or wall.

3. Exceptions to Height Limits: The *Building Height* limitations herein shall not apply to any of the following:

- a. Farm buildings on the *Real Property*, if any;
- b. Electrical power transmission lines;
- c. Belfries, cupolas, spires, domes, monuments, flagpoles, chimneys, radio/television receiving antennas or chimney flues;
- d. Bulkhead, elevator, water tank, or any other similar structure or necessary mechanical appurtenance extending above the roof of any building, if such structure does not occupy more than fifty percent (50%) of the area of the roof.
- e. Solar panels.

4. Maximum Building Height for Hotels: Notwithstanding any other provision herein, the maximum *Building Height* for *Hotels* shall be 65 feet. Likewise, the maximum *Building Height* for a club house on any *Golf Course* shall be 50 feet; provided, however, the maximum *Building Height* for a *Hotel* shall apply if the club house is attached to or within a *Hotel*.

G. Building Coverage: *Building Coverage* means the area of a *Lot* covered by principal or accessory buildings or roofed areas, as measured along the outside wall at ground level, and including all projections, other than open porches, fire escapes, canopies, and the first two feet (2') of a roof overhang. Pools, pool decks and pervious drives are not included in *Building Coverage*. The maximum *Building Coverage* for the *Real Property* or any portion thereof is set forth in Table 6.1.

6.2 Proposed Waterfront Development Standards

The *Plan* facilitates the *Development* of up to 227 residential *Lots*, excluding *Lots* that have *Villas* or *Bed and Breakfasts* that are *Guest Rooms*, on the portion of the *Real Property* directly abutting the *OCRM Critical Line*. A conceptual illustration of this *Development* is set forth in Exhibit 6.1. Further, pursuant to the Master Dock Plan attached hereto as Exhibit 6.2, the *Property Owner* will limit the number of docks developed on the *Real Property* to eighteen (18). In addition, the *Property Owner* shall adopt restrictive covenants with respect to single-family detached lots in the Rural Residential Area requiring that 50% of each *Lot* be preserved in its natural condition. In consideration of the foregoing and to incentivize the provision of a variety of housing types, the following minimum standards shall apply to single-family detached *Lots* abutting an *OCRM Critical Line* regardless of base zoning:

1. Lot Area: Any single-family detached *Lot* abutting an *OCRM Critical Line* shall have a minimum *Lot* area of 12,000 square feet.

2. Lot Width: Any single-family detached *Lot* abutting an *OCRM Critical Line* shall have a minimum *Lot* width of 90 feet. The average *Lot* width for all single-family detached *Lots* abutting an *OCRM Critical Line* shall be 100 feet.

3. OCRM Critical Line Buffer: Any single-family detached *Lot* abutting an *OCRM Critical Line* shall have a minimum *OCRM Critical Line* buffer of 15 feet. The portion of the *Real Property* abutting the *OCRM Critical Line* shall have an average buffer width of 35 feet. Notwithstanding the foregoing, for *Lots* directly abutting the marsh of the Kiawah River in the area zoned AG-8, the buffer from the *OCRM Critical Line* shall be 35 feet and the *Setback* from the *OCRM Critical Line* shall be 50 feet.

4. OCRM Critical Line Setback: Any single-family detached *Lot* abutting an *OCRM Critical Line* shall have a minimum *OCRM Critical Line Setback* of 35 feet. All accessory structures shall comply with these standards. The *ARB* shall have the ability to amend the *Setback* on the portion of the *Real Property* zoned AG-8, taking into consideration *Grand Trees* or other significant trees, topography of the land, adequate *Setbacks*, and the area needed for construction and landscaping of the roads or natural conditions. All accessory structures in the area zoned AG-8 shall comply with these standards.

Table 6.1 – Building Development Standards

	Bohicket Station	River Village	Rural Residential (6)	Waterfront Development
A. LOT OCCUPATION				
Maximum Density (8)	8 units per acre	4 units per acre	1 unit per acre	
Lot Area	1,600 sf.	1,600 sf.	9,000 sf.	12,000 sf.
Lot Width (width/length) (3)	20' min. (1:5)	18' min. (1:5)	75' min. (1:5)	90' min./100' ave.
Building Coverage (4)	80%	100%	50%	
B. MIN. SETBACKS - PRINCIPAL BUILDING				
Front Setback (Principle)	10' (1) (7)	10' (1) (7)	25'	
Side Setback	0/5' (1)	0/5' (1)	15'	
Rear Setback	5' min.	5' min.	25' min.	15' buffer / 35' setback(6)
C. MIN. SETBACKS - ACCESSORY STRUCTURES				
Front Setback	Bldg. setback	Bldg. setback	Bldg. setback	
Side Setback	3' min.	3' min.	12'	
Rear Setback	3'	3'	3'	
D. BUILDING HEIGHT				
Principal Building	50'	50'/65' (2)	50'/65' (2)	
Notes:				
<ol style="list-style-type: none"> 1. Zero lot line homes may be built with no setbacks on one side of the property, but must have at least 10 feet of separation between buildings. 2. 65' building height should only apply to <i>Hotels</i>. 3. Width /length ratio does not apply to single-family attached dwelling units. 4. Pervious pavement for drives and pool decks, as well as the area of any pools, shall not count against <i>Building Coverage</i>. 5. Any residential <i>Lot</i> abutting an <i>OCRM Critical Line</i> shall have a minimum <i>OCRM Critical Line</i> buffer of 15 feet and an <i>OCRM Critical Line Setback</i> of 35 feet. All other portions of the <i>Real Property</i> abutting the <i>OCRM Critical Line</i> shall have an average buffer width of 35 feet 				

. Notwithstanding the foregoing, for *Lots* directly abutting the marsh of the Kiawah River in the area zoned AG-8, the buffer from the *OCRM Critical Line* shall be 35 feet and the *Setback* from the *OCRM Critical Line* shall be 50 feet. The *ARB* shall have the ability to amend the *Setback* on the portion of the *Real Property* zoned AG-8 taking into consideration *Grand Trees* or other significant trees, topography of the land, adequate *Setbacks*, and the area needed for construction and landscaping of the roads or natural conditions. All accessory structures in the area zoned AG-8 shall comply with these standards.

6. The Building Development Standards of the River Village shall apply in lieu of the standards in this column to any single family attached housing or duplexes in the Rural Residential; however, no more than 175 single family attached units and duplexes shall be constructed in the Rural Residential. No multifamily units shall be allowed in the Rural Residential.

7. Front setback standards shall not apply to non-residential uses. There shall be no front setback requirement for non-residential uses, including retail commercial and office buildings, in Bohicket Station and the River Village, so that buildings may be constructed and sited in a more urban configuration right up to the right of way with entrances from the sidewalk and angled parking along the street.

8. The respective per-acre maximum densities for Bohicket Station, the River Village, and the Rural Residential shall be calculated for each based on the total acreage of each divided by the number of *Dwelling Units* on that entire tract, not per subdivision plat or per *Lot*.

SECTION 7 – DEVELOPMENT SCHEDULE

A. Commencement Date: The *Project* will be deemed to commence *Development* upon the *Effective Date* of the *Agreement*.

B. Interim Completion Dates: The *Property Owner* estimates that during the years after the *Effective Date*, the following percentages of the undeveloped highlands within the *Real Property* will be developed:

<u>Year</u>	<u>Percentage Complete</u>
5	0-25%
10	26-50%
15	51-75%
20	76-100%

As such, a generalized phasing plan for the *Real Property*, showing a conceptual illustration of the *Development* which may be implemented on the *Real Property* 5 years, 10 years, 15 years, and 20 years after the *Effective Date* of the *Agreement* is attached hereto as Exhibit 7.1.

C. Completion Date: The *Property Owner* projects that the *Project* should be substantially completed (i.e. essentially all structures erected and/or all necessary infrastructure in place to serve the intended uses) twenty (20) years from the start of development.

D. Modification of Commencement or Completion Date: The *County* recognizes the *Development* on the *Real Property* will include a variety of uses and that demand, cost, environmental factors, and other pertinent financial and feasibility considerations fluctuate. Accordingly, the commencement date and schedule of completion set forth in this *Agreement* are estimates only. The timing of the actual *Development* of the *Project* will likely differ because of the multiple variables influencing it. The *Parties* agree that the commencement date, interim completion dates, and completion date are therefore subject to modification and that the *Property Owner* may provide to the *County* updated schedules which shall not constitute an amendment of this *Agreement* triggering the process for approval of amendments set forth in the *Agreement*.

SECTION 8 – OPEN SPACE AND BUFFER STANDARDS

8.1 Open Space: 635.31 acres of the *Real Property*, as delineated in Table 8.1, will be preserved or enhanced as open space or common open space (both as defined in Chapter 12 of the *ZLDR*) to provide an amenity to the residents and visitors of the *Real Property*. The *Property Owner* shall preserve or develop a minimum of fifty percent (50%) of the combined highland and freshwater wetlands on the *Real Property* as open space/common open space, totaling 635.31 acres. Highland on the original wetland survey described on Exhibit 2.3 that is later determined to be critical area below the critical line as a result of a later delineation of the critical line shall be deemed to be highland open space for purposes of this Section 8; and plats and surveys shall separately note the exact amount of acreage converted to highland open space in this manner as a result of the later delineation of the critical line as well as the exact amount of acreage converted from critical area to highland. The following guidelines for all open space other than this particular highland open space, now critical line created by landward re-location of the critical line, and no others, shall apply to the *Real Property*:

1. Park Spaces: The *Property Owner* will provide the following park types in the approximate locations set forth in the Open Space Plan attached as Exhibit 8.1 and based upon the specifications set forth in Exhibit 8.2:

- (3) Neighborhood Focal Point Parks
- (1) Boat Landing
- (1) Recreational Park
- (2) Waterfront Parks
- Golf course(s) with up to 36 holes (or other active or passive outdoor recreational amenities of equivalent acreage)
- Playgrounds as, and where determined by, the *Property Owner*

2. The *Property Owner* shall use best efforts to locate open space as reasonably necessary to preserve significant natural, cultural, archaeological, and historical resources on the *Real Property*. The *Property Owner* shall preserve or enhance over three (3) miles of the waterfront edge (the portion of the *Real Property* directly abutting an *OCRM Critical Line*) as open space or common open space. This preserved area shall include, but not be limited to, the two (2) waterfront parks and one (1) boat landing referred to previously in this section 8 of the *Plan*.

3. Open space which the *Property Owner* designates to be set aside for dedication to the public or the residents of the *Real Property* or any portion thereof shall be detailed on each sketch plan and recorded with a final plat or separate instrument with respect to that portion of the *Real Property* as *Development* progresses.

4. Open space should be useable to the new residents and visitors of the *Real Property* (or portions thereof) and others.

5. Residential builders shall use best efforts to maximize the orientation of residential *Lots* toward open space, common open space, natural areas, parks, marshes, wetlands, and the adjacent Johns Island County Park and Mullet Hall Equestrian Center. Open space should be designed to provide a significant amenity to the residents, visitors, and others who will interact with the open space on a daily basis.

6. The total combined acreage of freshwater wetlands, detention ponds, and buffers to be used as open space shall not comprise more than forty percent (40%) of the proposed open space herein.

7. Land enhanced or preserved as open space shall not be occupied by streets, drives, parking areas, or structures, unless such streets, drives, parking areas, or structures are pervious to stormwater.

8. A minimum of four (4) acres of farmland will be retained as community gardens.

9. The transfer and maintenance of open space and common open space will depend upon the circumstances. With respect to freshwater wetlands, water bodies, salt marsh, salt water ponds, and marsh islands, the *Property Owner* may (1) retain, preserve, and maintain this area or any portion thereof itself or through a related entity; (2) subject this area or any portion thereof to a conservation easement in favor of a qualified entity for preservation and maintenance; or (3) transfer this area or any portion thereof for ownership and maintenance to the public, an *Association*, or a qualified *Local Government*. With respect to any and all *Golf Courses*, water-dependant uses, or other active outdoor recreational areas, these areas or any portion thereof may (1) be owned and maintained as *Common Areas*; (2) be owned and maintained by the *Property Owner*

or a related entity (for profit or not for profit); (3) be owned and maintained by a third party (for profit or not for profit); or (4) be dedicated to the public for ownership and maintenance. With respect to the existing cemeteries, bald eagle nests, and other areas of natural, cultural, or historical significance specifically set forth further in the *Plan*, the *Property Owner* shall transfer, maintain, enhance, and/or preserve these areas as set forth further in section 14 of the *Plan*.

Table 8.1 Open Space

Total Property	1,427.81 acres			
Total Highland	1270.61 acres	100%		
Minimum Highland Open Space	635.31 acres	50%		
Highland Open Space			394.41 acres	28%
Freshwater Wetland & Impoundments			240.90 acres	17%
OCRM Critical Area Impoundments			157.20 acres	11%
Private Lots (50% of lot)			130 acres (1)	9%
Total			922.51 acres	65%

Notes:

1. The total acreage of preserved area within private *Lot* lines will vary based on the number of *Lots* developed on the Rural Residential portion of the *Real Property*.

8.2 **Buffers and Screening**

The following shall replace the processes set forth in Article 9.5 of the *ZLDR*:

A. Golf Course Use Permitted: When feasible, *Golf Course* uses shall be permitted within any required buffers on the *Real Property* excluding *OCRM* buffers and perimeter buffers. In the event the *Property Owner* elects to designate a required buffer for *Golf Course* use, the requirements for materials, location, width, and other buffering criteria in this Paragraph shall not apply.

B. OCRM Critical Line Buffers: The following buffer standards shall apply to *OCRM Critical Line* buffers on the *Real Property*:

1. Minimum Buffers: The portion of the *Real Property* abutting the *OCRM Critical Line* shall have an average buffer width of 35 feet with a minimum *OCRM Critical Line* buffer of 15 feet. Notwithstanding the foregoing, for *Lots* directly abutting the marsh of the Kiawah River in the area zoned AG-8, the buffer from the *OCRM Critical Line* shall be 35 feet.

2. Prohibited Activities: The following activities are specifically prohibited in an *OCRM Critical Line* buffer area:

a. Removal, excavation or disturbance of the soil, except for minimal disturbance associated with the planting of shrubs or trees for landscaping;

b. Grassed lawns requiring regular maintenance such as herbicides, pesticides, fertilizers, and frequent mowing;

c. Gardens, fences, or structures, except for permitted crossings;

d. Paved or other impervious surfaces; however, unpaved or pervious *Community Ways* shall be permitted;

e. Destruction or addition of plant life which would alter the existing pattern of vegetation.

3. Exceptions to OCRM Critical Line Buffers. The Property Owner shall be allowed the following exceptions for alteration of the *OCRM Critical Line Buffers*:

a. Village Green. An Open Space area not to exceed 50 feet in width, which may include a deck, shall be allowed to intrude into the *OCRM Critical Line* setback and buffer up to the *OCRM Critical Line* in one location as generally shown on the non-binding illustration attached as Exhibit 8.3.

b. Saltwater Wetlands Mitigation. *Property Owner* shall be allowed to disturb the *OCRM Critical Line Buffer* and conduct activity in the *OCRM Critical Line Buffer* only as necessary, and with the minimal amount of impact and variance from the *OCRM Critical Line Buffer* requirements as determined by the Zoning and Planning Department Director, in order to accomplish the saltwater wetlands mitigation approved by the United States Army Corps of Engineers in its letter dated April 4, 2017, copy attached as Exhibit 8.4 hereto.

c. Causeways. Notwithstanding any other provisions herein, no *OCRM Critical Line Buffer* shall be required for the causeways within the *Real Property*.

d. Utilities. *Property Owner* shall be allowed to cross the *OCRM Critical Line Buffer* to install, maintain, and repair underground utilities if permitted by appropriate state and federal authorities where applicable. Any such underground utilities will require review and approval in accordance with the requirements of ZLDR Sec. 3.7, Site Plan Review, and all other applicable sections of the ZLDR. If the installation, maintenance, or repair of the underground utility results in the removal of vegetation in the *OCRM Critical Line Buffer*, the *Property Owner* shall submit a landscaping plan for the revegetation of the Buffer along with a planting schedule for review and approval by the Planning Director as part of the Site Plan Review process or subdivision review process. Removal of Protected or Grand Trees shall be in compliance with Section 9.B of the Plan.

C. Perimeter Buffers:

1. Generally: The *Property Owner* shall provide a natural buffer, at least twenty-five feet (25') wide, between the perimeter of the *Real Property* and an adjacent property titled to an unrelated party on the *Effective Date*; provided, however, this provision shall not require the *Property Owner* to provide a buffer between the *Real Property* and any adjacent property acquired by the *Property Owner* or a related entity after the *Effective Date*. This perimeter buffer is illustrated in the Perimeter Buffer Plan attached hereto as Exhibit 8.1.

2. Betsy Kerrison Parkway: The *Property Owner* shall provide for at least a fifty foot (50') wide buffer from the public right-of-way along Betsy Kerrison Parkway. This buffer is also illustrated in Exhibit 8.1.

3. Buffers Provided on Adjacent Property: A perimeter buffer will not be required when an adjacent property has a pre-existing natural or man-made buffer (e.g. Park) of at least twenty-five feet (25') or is used for a golf course on the *Effective Date*.

D. Internal Buffers: Certain internal buffers will be required for adjacent uses according to Table 8.2.

E. Right-of-Way Buffers. The provisions of Article 9.5.4.A of the *ZLDR* shall not apply to the right-of-ways within the *Real Property* except for the provisions in Section 8.2.C.2 above pertaining to the Betsy Kerrison Parkway.

F. Buffer Materials:

1. Perimeter Buffers: The existing vegetation within a required perimeter buffer will be protected, when reasonable. Unless otherwise precluded by state law, the *Property Owner* shall have the right to perform select clearing and landscaping within a required perimeter buffer; provided, however, the *Property Owner* shall eliminate or reduce dirt, litter, noise, glare of lights, and unsightly buildings or parking areas in a required perimeter buffer. Select clearing within a required perimeter buffer shall be consistent with improvements to the buffers in the general vicinity. Select clearing within a required perimeter buffer shall not allow for the removal of protected trees. Furthermore, this select clearing shall not include trimming limbs more than eight feet (8') above ground level. The desired effect is a mature, natural vegetative buffer. Gates, walls, fences, lighting, signage, driveways, *Community Ways*, and curb-cuts will be allowed in buffers to complement edge conditions. Notwithstanding the foregoing, the *Property Owner* may establish a park or *Golf Course* use within a perimeter buffer when feasible.

2. Internal Buffers: Any material requirements for internal buffers will be considered on a case-by-case basis as deemed necessary by the *ARB* to complement and enhance the overall aesthetics and character of the *Real Property*; provided, however, gates, walls, fences, lighting, signage, driveways, *Community Ways*, and curb-cuts will be allowed in internal buffer areas on the *Real Property*, subject to *ARB* approval. Public or private parks, recreational areas, and *Golf Course* uses shall not require additional buffering material.

F. Cemetery Buffers: Three (3) cemeteries, designated in the Cultural Resources Survey procured by the *Property Owner* as 38CH1540, 38CH1548, and 38CH1549, will not be developed except as provided herein. Additionally, as recommended in the survey, 38CH1540 will have a fifty foot (50') minimum buffer, 38CH1548 will have a twenty-five foot (25') minimum buffer, and 38CH1549 will have a fifty foot (50') minimum buffer. All three cemetery sites will have construction fences erected for their protection during all phases of construction activity. As further recommended in the survey, the *Property Owner* will remove all trees in the cemeteries of 5-inches DBH or less in diameter. The remaining trees will be pruned for crown cleaning and overall restoration. No tree survey or other *County* permits shall be required for such clearing and restoration.

G. Determination of Required Buffers. The following procedure shall be used in determining which of the buffer types in the Land Use Buffer Table (Table 8.2) apply:

1. Determine the type of use proposed for the site that is being developed. This is the "Proposed Use" (Column 1);
2. Determine the use, or proposed use if undeveloped on the adjacent parcel. This is shown on Row 1;
3. The intersection of the proposed use in Column 1, and the adjacent use in Row 1 is the required landscape buffer width;
4. Contact the *ARB* for the required plantings within the buffer.

8.3 Restrictions on Single-Family Detached Lots: The *Property Owner* shall adopt restrictive covenants, enforced by the *ARB*, applicable to single-family detached *Lots* (as defined in Chapter 12 of the *ZLDR*) on the Rural Residential portion of the *Real Property* to ensure a greater percentage of these *Lots* are preserved in their natural state, as *Pervious Cover*. This acreage, which constitutes approximately 130 acres of the *Real Property*, is not included in the calculations for minimum highland open space and common open space in Table 8.1.

Table 8.2 – Internal Buffers

Land Use Buffers shall be provided along side and rear yards in accordance with the minimum requirements contained in Table 8.2, Internal Buffers

Proposed Uses	Use or Zoning of Adjacent Property										
	Single Family Detached	Commercial	Office	Civic/ Institutional	Golf	Multi-Family/Single Family Attached	Inn/ Hotel/ B&B	Lodging - Villas	Retirement Housing	Wastewater Pump Station	Wastewater Treatment Plant
Single Family Detached	0'	0'	0'	0'	0'	0'	0'	0'	0	0'	0'
Commercial	10'	0'	0'	0'	0'	0'	0'	0'	0	0'	0'
Office	10'	0'	0'	0'	0'	0'	0'	0'	0	0'	0'
Civic/Institutional	10'	0'	0'	0'	0'	0'	0'	0'	0	0'	0'
Golf	0'	20'	20'	20'	0'	0'	0'	0'	20	0'	0'
Multi-Family/Single Family Attached	0'	0'	0'	0'	0'	0'	0'	0'	0	0'	0'
Lodging - Inn/Hotel/B&B	15'	0'	0'	0'	0'	0'	0'	15'	15	0'	0'
Lodging - Villas	0'	0'	0'	0'	0'	0'	0'	0'	0	0'	0'
Retirement Housing	10'	0'	0'	0'	0'	0'	0'	0'	0	0	0
Wastewater Pump Station	0'	0'	0'	0'	0'	0'	0'	0'	0	0	0
Wastewater Treatment Plant	25'	0'	0'	0'	0'	25'	0'	25'	25	0'	0'

* Buffer width may be reduced to 5' with the addition of a 6' privacy

fence.

Notes:

1. All landscape requirements for buffers shall be defined and governed by the ARB
2. Modifications to internal buffers may be reviewed and approved by the

ARB on a case-by-case basis as deemed necessary by the *ARB* to complement and enhance the overall aesthetics and character of the *Real Property*.

Minimum buffer landscaping (Plants per 100 linear feet)

(2) Canopy Trees (2.5" caliper
and 12 feet in height)

(20) Shrubs (3 gallon and 18" to 24" in height or spread)

SECTION 9 – TREE PROTECTION STANDARDS

A. Tree Surveys: The *Property Owner* shall provide a tree survey to the Planning Director delineating all *Grand Trees* and *Protected Trees* on a portion of the *Real Property* prior to obtaining any development approvals or permits for that phase of the *Project*. This tree survey shall comply with the requirements of Article 9.4 of the *ZLDR*, as modified in Appendix B.

B. Tree Removal, Replacement, Protection, Preservation and Mitigation: Article 9.4 of the *ZLDR*, as modified in Appendix B, shall apply with respect to tree removal, replacement, protection, preservation, and mitigation requirements on the *Real Property* or any portion thereof; provided, however, the *ARB* shall be permitted to modify these standards and, upon approval by the Planning Director, these modifications shall apply with respect to tree removal, replacement, protection, preservation, and mitigation requirements on the *Real Property* or any portion thereof. Notwithstanding the foregoing, the *ARB* shall not be permitted to modify the tree removal, replacement, protection, preservation and mitigation requirements for *Grand Trees* (as delineated on the tree survey) set forth in Article 9.4 of the *ZLDR*, as modified in Appendix B. The County Board of Zoning Appeals shall have sole and exclusive jurisdiction to grant variances from the tree removal, replacement, protection, preservation and mitigation requirements for *Grand Trees* (as delineated on the tree survey) set forth in Article 9.4 of the *ZLDR*, as modified in Appendix B. The Board of Zoning Appeals shall exercise this jurisdiction consistent with the procedural and approval criteria in the *ZLDR*. The *ARB* shall have sole jurisdiction to grant variances from the tree removal, replacement, protection, preservation and mitigation requirements for all other *Protected Trees* (as delineated in the tree survey). The *ARB* shall give special consideration to the *Golf Course*, wastewater treatment facility, and any portion of the *Real Property* developed pursuant to a traditional neighborhood design. For such portions of the *Real Property*, the *ARB* shall permit removal of *Protected Trees* upon appropriate mitigation by the *Property Owner*. If healthy laurel oaks or water oaks with a DBH of 24 inches or greater are removed, the *Property Owner* shall implement inch per caliper inch mitigation as directed or approved by the *Planning Director*. The health of the trees shall be determined by the *Planning Director* provided that the applicant shall pay the Grand Tree Variance application fee for each tree to be evaluated.

SECTION 10 – PARKING STANDARDS

A. Generally: The Parking and Loading Regulations in Article 9.3 of the *ZLDR*, and no others, shall apply to the *Real Property* or any portion thereof; provided, however, the off-site parking standards of Article 9.3.4.B of the *ZLDR* shall be modified for non-residential *Development* and *Villas* that are *Guest Rooms* to allow up to 100% of the required parking to be off-site at a location on the *Real Property* and to allow portions of the required parking to be satisfied by on-street parking as further shown in the modifications to Article 9.3.4.B of the *ZLDR* in Appendix B to the Development Agreement for the *Real Property*; and, provided further, however, the following shared parking guidelines Table 10.2 may be utilized in the River Village and Bohicket Station to accommodate a mix of uses on the *Real Property*:

Table 10.1: Required Parking Standards

Use Type	Rural Residential	River Village and Bohicket Station
Residential, including Retirement Housing	2.0/Dwelling Unit	1.0/Dwelling Unit
Lodging (incl. Hotels, Inns, Bed and Breakfasts, and Villas)	1.0/Guest Room	1.0/Guest Room

Office	3.0/1,000 square feet	2.0/1,000 square feet
Retail	4.0/1,000 square feet	3.0/1,000 square feet
All Other	To be determined by <i>ARB</i> (1)	To be determined by <i>ARB</i> (1)

1. In establishing the required minimum of off-street parking, the ARB may consider the following in making a reasonable determination of the projected parking needs: the nature of the use(s), the availability of on-street parking, anticipated access by non-vehicular means (i.e., pedestrian, bicycle, golf cart, etc.), peak and off-peak parking projections, recognized standards for determining adequate parking spaces, any qualified professional assessments of particular parking needs, and any other factors the ARB deems pertinent.

Nearby on-street parking may be counted towards the off-street parking requirements for non-residential uses.

Table 10.2: Shared Parking Standards

	Residential	Lodging	Office	Retail
Residential, including Retirement Housing	1	1.1	1.4	1.2
Lodging	1.1	1.0	1.7	1.3
Office	1.4	1.7	1.0	1.2
Retail	1.2	1.3	1.2	1.0

Notwithstanding the foregoing, the *Property Owner* shall have the right to utilize on-street parallel and angle parking (to include 90 degree parking) on private *Thoroughfares* on the *Real Property*, if such parking does not present a significant safety hazard with respect to the particular *Thoroughfare*.

SECTION 11 – THOROUGHFARE STANDARDS

1. Definition: “*Thoroughfare*” means a way for use by vehicular and pedestrian traffic and to provide access to *Lots* and open space, consisting of vehicular lanes and their adjacent rights-of-way.

2. County Road Construction Standards: Notwithstanding any provision in the *Agreement* or the *Plan* which may be construed to the contrary, the *Property Owner* shall comply with the standards for public roads set forth in the County Road Construction Standards, described in the *ZLDR*, with respect to any *Thoroughfares* the *Property Owner* intends to dedicate to the public. The *Agreement* and the *Plan* shall not be construed to supersede or contravene the County Road Construction Standards described in the *ZLDR* with respect to any *Thoroughfares* the *Property Owner* intends to dedicate to the public.

3. Design and Installation: The *Property Owner* shall develop and install *Thoroughfares* and their related infrastructure on the *Real Property*. The *Property Owner* may develop any or all of the *Thoroughfares* on the *Real Property* as public or private; provided, however, any *Thoroughfares* to be offered for dedication to the public will comply with the County Road Construction Standards described in the *ZLDR*.

4. Private Thoroughfares: Exhibits 11.1 and 11.2 provide an illustration of the typical private *Thoroughfare* sections which may be implemented on the *Real Property*, including typical utility placements within private *Thoroughfares*. Exhibit 11.3 shows the vehicular lanes and

parking assemblies which may be utilized for private *Thoroughfares* on the *Real Property* or designated portions thereof. Exhibit 11.4 shows the conceptual road framework which may be implemented for private *Thoroughfares* on the *Real Property*. Notwithstanding those exhibits, the *Property Owner* may determine the precise configuration and location of any and all private *Thoroughfares* on the *Real Property*; provided, however, the *Property Owner* has a qualified engineer determine that their configuration and location does not present a significant safety hazard.

5. Ownership and Maintenance: The *Property Owner*, a related entity, and/or a duly constituted *Association* shall perform the maintenance and upkeep on any and all *Thoroughfares* on the *Real Property* or any portion thereof unless they have been dedicated to and accepted by the public in conformity with the County Road Construction Standards described in the *ZLDR*. All alleys shall be maintained and owned by the *Property Owner*, a related entity, or an *Association*.

6. Paving: Any and all public *Thoroughfares* installed on the *Real Property* shall be paved in accordance with the public road standards in the County Road Construction Standards, described in the *ZLDR*. To preserve the existing rural character of the *Real Property* or portions thereof, the *Property Owner* may retain existing unpaved, private *Thoroughfares* and/or install other unpaved, private *Thoroughfares* on the *Real Property* or portions thereof.

7. Internal Access: The *Property Owner* may limit access to private *Thoroughfares* on the *Real Property* or portions thereof through the use of a security gate or other similar method. Access to public *Thoroughfares* may NOT be similarly limited. All *Thoroughfares* on the *Real Property*, whether public or private, shall have direct or indirect access to Betsy Kerrison Parkway and Mullet Hall Road.

8. Construction Access: Construction traffic will be routed along Mullet Hall Road, at the location illustrated in Exhibit 14.1. Prior to construction of Phase 1, the *Property Owner* shall finance an inspection of Mullet Hall Road to determine and record its current condition. The *Property Owner* will provide a report defining the base line condition of Mullet Hall Road and providing an ultimate road section recommendation to accommodate projected traffic for build-out of the *Project*. This report will be submitted to *DOT* for review and approval. The *Property Owner* will then provide *DOT* with an engineer-certified construction cost estimate for any repairs and other improvements needed as specified in the report, as well as a letter of credit or bond ensuring the work will take place within a mutually agreeable time frame. The *Property Owner* will continue to coordinate any improvements or maintenance of Mullet Hall Road with *DOT* during the *Project*. The Charleston County Parks and Recreation Commission, which uses Mullet Hall Road for primary access to the Johns Island County Park and Mullet Hall Equestrian Center, has consented to this procedure via letter of coordination attached hereto as Exhibit 11.5. A letter of coordination from *DOT* will be obtained prior to phase 1 construction and such letter will address the use of Mullet Hall Road as a secondary entrance to the proposed development and will state any required mitigation.

9. Connections with Adjacent Properties: The *Property Owner* shall use best efforts to facilitate a connection with adjacent parcels at the approximate locations illustrated in Exhibit 4.1. The *Property Owner's* obligation under this section shall not require that the *Property Owner* purchase or otherwise finance the acquisition of any right, title, or interest in and to these adjoining properties. The *County* recognizes the *Property Owner's* abilities under this section are highly dependent upon and constricted by the actions or inactions of third parties.

SECTION 12 – ARCHITECTURAL AND LANDSCAPE DESIGN STANDARDS

The Architectural and Landscaping Design requirements of the *ZLDR* do not apply. The *ARB* shall develop and administer the architectural and landscaping requirements for the *Real Property* as provided in the *Covenants*. The *Property Owner* shall provide the *Planning Director* a copy of the *ARB* approval of the architectural and landscaping design as part of each *Development* application. Exhibits 12.1, 12.2, 12.3, and 12.4 illustrate the architecture and landscaping which may be incorporated on the *Real Property* or portions thereof. The *Property Owner* shall adopt restrictive covenants with respect to Single-Family Detached *Lots* located on the Rural Residential portion of the *Real Property*, requiring at least 50% of each *Lot* be preserved in its natural habitat. These guidelines intend to be similar in content and character to Kiawah Island Community Association Guidelines “Designing with Nature”.

SECTION 13 – SIGNAGE STANDARDS

1. The *Property Owner* shall provide a master signage plan to the *ARB*, for review and approval, for each phase of the *Project* and must provide the *ARB*'s written approval of that phase's master signage plan to the *Planning Director* prior to obtaining a certificate of occupancy for any portion of that phase of the *Project*. Notwithstanding the foregoing, the standards contained within Article 9.11 of the *ZLDR* shall apply to signs visible from Betsy Kerrison Parkway and Mullet Hall Road.

2. Upon approval by the *ARB*, off-premises signs shall be permitted on any portion of the *Real Property* to the extent such signs advertise a business or other area located or to be located on another portion of the *Real Property*. Upon approval by the *ARB*, off-premises signs may advertise more than one business or other area located on or to be located on the *Real Property*; provided, however, each business must be located on the *Real Property*.

SECTION 14 – GENERAL FACILITIES

A. Generally: This section addresses the *Facilities*, including public infrastructure improvements, which are necessary to support the *Development*. The *Property Owner* shall only be responsible for those specific *Facilities* that the *Property Owner* expressly undertakes to install and maintain herein. The remainder of the *Facilities* listed herein shall be installed and maintained by the applicable service providers. Accordingly, letters of coordination with each of these service providers are included in Appendix F.

B. Certification of Completion Concurrent with Impact: Although the nature of this long term *Project* prevents the *Property Owner* from now providing exact completion dates, the *Property Owner* certifies that the specific services and *Facilities*, including public infrastructure improvements, that the *Property Owner* expressly undertakes to install will be in place, or if not fully in place, the cost of their construction fully bonded or letter of credit posted at a sufficient time to ensure availability concurrent with the impacts of the *Development* and consistent with the Schedule of *Development* set forth in section 7 of the *Plan*. Subject to compliance with applicable law and with all provisions of the *Agreement*, the *County* hereby authorizes the *Property Owner* to install all *Facilities* which the *Property Owner* has undertaken to provide herein.

C. Overall Economic and Fiscal Impact: The *Property Owner* has procured an extensive economic and fiscal impact analysis of the proposed *Development*, prepared by the Regional Dynamics and Economic Modeling Laboratory at the Strom Thurmond Institute of Government at

Clemson University and attached hereto as Appendix C. Further, a more detailed analysis of the fiscal impact of the *Project* on governmental services and infrastructure, as well as a capital improvements program designed to implement necessary infrastructure improvements as the *Project* progresses, is attached hereto as Appendix D (The Fiscal Impact of Kiawah River Plantation on Charleston County, dated December 18, 2009). Both of these analyses project a positive net fiscal impact for the *County*, with additional revenue received by the *County* as a result of the *Development* more than sufficient to cover the additional expenditure burden for the *County* generated by the *Development*.

D. Traffic Considerations

1. Traffic Study and Mitigation Plan: The *Property Owner* has procured a Traffic Impact Analysis and Mitigation Plan prepared by Kubilins Transportation Group, Inc., a copy of which is attached hereto as Appendix E. This study analyzes the traffic operations within the area of influence and provides recommended access management for the site and intersection improvements needed for mitigating traffic impacts. A proof-of-coordination letter with *DOT* is also included in Appendix F.

2. Scope of Study: The area of influence of the study site, as indicated by *DOT*, includes the following four (4) existing and one (1) proposed intersections:

a. Maybank Highway (SC 700) and River Road (S-10-91) (signalized);

b. Maybank Highway (SC 700) and Bohicket Road/Main Road (S-10-20) (signalized);

c. Bohicket Road/Betsy Kerrison Parkway and River Road (S-10-20) (signalized);

d. River Road (S-10-91) and Mullet Hall Road/Site Access (unsignalized);
and

e. Betsy Kerrison Parkway and Village Site Access (proposed signal).

3. Site Access: The *Development* will be served by two (2) full-movement access points. The primary access point for the *Development* will be located at Betsy Kerrison Parkway. The secondary access point for the *Development* will be located at Mullet Hall Road. There are no recommended improvements to Mullet Hall Road. Unless otherwise required by *DOT* or the *County* for compliance with the County's Road Construction Standards as set forth in the *ZLDR*, the *Property Owner* shall use landscaping, turn lane improvements, and other similar devices to induce residents and visitors to use Betsy Kerrison Parkway as the primary access point for the *Real Property*. The Betsy Kerrison Parkway entrance will be used by the *Property Owner* as its "marketing window," and any on-line or other advertisements and marketing materials will direct people to the Betsy Kerrison Parkway entrance. The following improvements are recommended to ensure proper site access at Betsy Kerrison Parkway:

i. Construct a full-movement access drive with one (1) ingress lane and two (2) egress lanes. The egress lanes should be configured as a separate left turn lane with 150 feet of storage and the through lane shall terminate as a right turn

lane. 150 feet of internal protected storage should also be provided.

ii. Construct a dedicated left-turn lane on the southbound approach of Betsy Kerrison Parkway with 150 feet of storage with appropriate tapers.

iii. Construct a dedicated right-turn lane on the northbound approach of Betsy Kerrison Parkway with 100 feet of storage with appropriate tapers.

iv. Install traffic signal control upon meeting the appropriate MUTCD and SCDOT traffic signal control warrants.

The *Property Owner* shall construct or finance the construction of the referenced improvements (or such other improvements as shall be recommended in consultation with *DOT*) after obtaining all applicable permits and approvals from *DOT* as these improvements are deemed necessary by *DOT*. The *Property Owner* shall complete the first three (iii) of the above-stated improvements concurrently with the completion of Phase 1 construction. The *Property Owner* shall complete the final recommended improvement (iv) when required in coordination with *DOT*. The *Property Owner* will dedicate any applicable public improvements associated with this primary access point to the public for maintenance in accordance with applicable law and provide any applicable maintenance bond in coordination with *DOT*.

4. Initial Development Capacity: The study analyzed the amount of *Development* and resultant traffic that can be handled without operational impacts to the major facilities and intersections on Johns Island. The analysis determined that the following amount of *Development* could be constructed over the next several years without any significant impact to the intersections or roadway network that would require improvements:

- 105 Single Family Homes
- 315 Recreational Homes
- 40 Workforce Apartments
- 350 Guest Rooms
- 35,000 square feet of *GLA* in the Bohicket Station Tract, as delineated in Exhibit 4.1 of the Plan
- 20,000 square feet of *GLA* within the Mullet Hall Tract, as delineated in Exhibit 4.1 of the Plan
- An 18-hole golf course

Further, Kublins Transportation Group, Inc. has prepared a land-use equivalency matrix, attached to the *Agreement* as Appendix E-1, which permits a ready conversion of the traffic impact (number of peak hour trips generated) from one proposed use to another. The *Property Owner* shall fund an independent supplemental traffic study (the cost of which shall not exceed \$20,000.00) and provide a proposed mitigation and implementation plan for the *County's* review and approval after the *Development* has reached 2/3 of the "Initial Development Capacity" as set forth in the initial traffic impact analysis, prepared as part of the *Agreement*, as such "Initial Development Capacity" may be converted by Appendix E-1.

E. Wastewater Treatment: The *Property Owner* will provide suitable wastewater treatment or septic to all *Lots* and *Dwelling Units* on the *Real Property* pursuant to the *Agreement* after

obtaining all applicable permits and approvals from regulatory agencies and governmental entities. Any wastewater treatment system shall be subject to best management practices. The proposed wastewater treatment facility will comply with the Charleston County 208 Water Quality Management Plan and all BCDCOG and *DHEC* requirements, including the *DHEC* permitting requirements that the *Property Owner* provide financial protections for the continued economic viability of the system and that the system be managed by a class A licensed operator.

F. Potable Water: St. John's Water Company will provide potable water to all *Lots* and *Dwelling Units* on the *Real Property* pursuant to the *Agreement* after obtaining all applicable permits and approvals from regulatory agencies. Water supply for the *Development* will be via two (2) connections: (1) an existing, twenty-four-inch (24") diameter water transmission main on Betsy Kerrison Boulevard; and (2) an existing six-inch (6") diameter water main on Mullet Hall Road. The existing water main on Mullet Hall Road will likely need to be upsized in the future to supply sufficient fire-flow. The new system will be designed and constructed to supply sufficient fire suppressing flow based on the requirements of the Insurance Services Office (ISO), as well as the Charleston County Building Department. A Preliminary Master Water Plan is attached to the *Plan* as Exhibit 14.1. Prior to the construction of Phase 1, a more in-depth water model will be created in order to properly size all mains. The new water distribution system will be designed to meet the requirements of the St. Johns Water Company and *DHEC*. Applicable impact fees will be paid to St. Johns Water Company in order to offset any capital improvement upgrades that will be needed for the system. A proof-of-coordination letter with St. Johns Water Company is included in Appendix F. Unless otherwise provided with respect to *Lots* served by a well, the *Property Owner* shall design and construct facilities necessary for the transmission and distribution of potable water to all *Lots* and *Dwelling Units* on the *Real Property*. The *Property Owner* shall transfer facilities for the transmission and distribution of potable water, including necessary easements, to St. Johns Water Co.

G. Drainage:

1. Stormwater Master Plan: A Stormwater Master Plan for the *Real Property* is attached to the *Agreement* as Appendix H. The *Property Owner* shall provide sufficient drainage for the *Development* of the *Real Property*. The *Property Owner* shall not impair or diminish the drainage currently flowing through the *Real Property*. The *Property Owner* shall not impede such drainage during construction or during land disturbance activities on the *Real Property* and shall provide comparable drainage at a substitute location, if necessary.

2. County Stormwater Ordinance: Notwithstanding any provision in the *Agreement* or the *Plan* which may be construed to the contrary, the *Property Owner* shall comply with the standards for drainage set forth in the *County Stormwater Ordinance*. The *Agreement* and the *Plan* shall not be construed to supersede or contravene the *County Stormwater Ordinance*.

3. Coordination with County Public Works Department: The *Property Owner* will continue to coordinate with the Stormwater Division of the *County's* Public Works Department to ensure that all publicly-dedicated, constructed and accepted drainage-related capital improvements (or portions thereof) and operating expenses relating to drainage directly attributable to the *Project* and the *Development* are paid for, through property tax revenue or otherwise, during the build-out of the *Project* and concurrent with impacts from the *Development*, as well as to ensure that all improvements constructed on

the *Real Property* comply with the *County's* Stormwater Ordinance. The *Property Owner* shall obtain all applicable permits and approvals relating to drainage before beginning each phase of the *Project*.

4. Maintenance: Any and all drainage infrastructure designed and constructed by the *Property Owner* may (1) be owned and maintained as *Common Areas*; (2) be owned and maintained by the *Property Owner* or a related entity; or (3) be dedicated to the public. The *Property Owner*, a related entity, and/or a duly constituted *Association* shall perform the maintenance and upkeep of the drainage infrastructure and facilities on the *Real Property* or any portion thereof unless they have been dedicated to and accepted by the public.

H. Fire Protection: All access roads and parking areas will be constructed to facilitate fire equipment access. Representatives of the *Property Owner* have coordinated with the St. John's Fire Department to discuss the *Development*, including proposed road sections. The *Property Owner* will continue to coordinate with St. John's Fire Department through the life of this *Agreement*. The *Property Owner* will provide capital items as stated in section 14.P of this *Plan*.

I. Police Protection: All access drives and parking areas will be lighted to improve security and reduce vehicle thefts. The proposed *Development* will foster community involvement, which will aid in the prevention of crime through citizen activism. Also, the proposed traffic improvements referenced in Appendix E should maintain or improve current response times to this and adjacent sites. A proof-of-coordination letter with the Charleston County Sheriff's Office is included in Appendix F.

J. Emergency Medical Services: Charleston County EMS provides emergency medical services to the citizens of Charleston County. Accordingly, a proof-of-coordination letter with Charleston County EMS is included in Appendix F.

K. Solid Waste Collection: Trash collection will be provided by the *Property Owner* for all residential, commercial, institutional, retail and office parcels on the *Real Property*. Trash collection for single-family parcels will be curb-side. Trash collection will be from a central location, such as a Dumpster, for each separate multi-family, commercial, institutional, retail, or office site on the *Real Property*. These Dumpsters (or other containers) will be located out-of-sight in approved areas with appropriate access and screening. A proof-of-coordination letter with Suburban Disposal Services is included in Appendix F. The *Property Owner* will continue to work with the Charleston County Environmental Management Department to coordinate solid-waste related activities.

L. Education: The *Development* will be served by the Charleston County School District and area private schools. The *Development* is planned to be similar in scope and nature to the Kiawah Island and Seabrook communities. The *Development* is expected to generate 39 new students who attend school in the district by the time of full build-out at year 20. A proof-of-coordination letter was received from the Charleston County School District stating that "all of the referenced schools currently have capacity on site to serve students in their attendance zones." A copy of this letter is included in Appendix F.

M. Utilities: Utilities, such as electrical and gas services, cable television, high speed internet access, and telephone service, shall be made available and maintained by the appropriate service providers. All utilities shall be installed underground. The *Property Owner*

shall furnish necessary easements to utility providers for water, sewer, gas, electricity, telephone, cable television, and other utilities. Adequate easements for utilities shall be reserved by the *Property Owner* in conveyances of *Lots, Dwelling Units, and Development Parcels*. The location and size of such easements shall be determined by the *Property Owner* in consultation with the applicable service provider. Letters of coordination from Berkeley Electric Cooperative, Inc., Comcast, and Bellsouth are included in Appendix F.

N. Hurricane Preparedness Plan: The *Property Owner* has procured a Hurricane Evacuation Plan, which is attached hereto as Appendix I. The *Property Owner* will coordinate with the Charleston County Emergency Preparedness Division and the South Carolina Emergency Management Division to ensure that the *Development* complies with applicable laws and regulations.

O. Cultural Resource Areas:

1. Cultural Resources Survey: The *Property Owner* has procured a Cultural Resources Survey of Mullet Hall Plantation, Johns Island, Charleston County, South Carolina, prepared by the Chicora Foundation, Inc., attached to the *Agreement* as Appendix J. The study examined archaeological sites and cultural resources found on the *Real Property*.

a. Cemeteries: Three (3) cemeteries, designated in the study as 38CH1540, 38CH1548, and 38CH1549, will not be developed except as provided herein. Additionally, as recommended in the study, 38CH1540 will have a fifty foot (50') minimum buffer, 38CH1548 will have a twenty-five foot (25') minimum buffer, and 38CH1549 will have a fifty foot (50') minimum buffer. All three cemetery sites will have construction fences erected for their protection during all phases of construction activity. As further recommended in the study, the *Property Owner* will remove all trees in the cemeteries of 5-inches DBH or less in diameter. The remaining trees will be pruned for crown cleaning and overall restoration. No tree survey or other *County* permits shall be required for such clearing and restoration.

b. Archaeological Resources: Upon review and approval by the State Historic Preservation Office ("SHPO"), eligible and potentially eligible archaeological resources may be either green spaced (preserved in place) or subjected to additional investigation (data recovery in the case of eligible sites or additional testing in the case of potentially eligible sites). With additional testing, the potentially eligible sites may be designated as either eligible or not eligible. Contractors shall be advised to report the discovery of any archaeological remains encountered during construction activities to the *Project* engineer, who should, in turn, report the find to SHPO. No further land-altering activities shall take place in the area of the discovery until they have been examined by an archaeologist and, if necessary, processed.

2. Memorandum of Agreement: The *Property Owner* will enter into a Memorandum of Agreement with *DHEC* and SHPO, a proposed draft of which is attached to the *Agreement* as Appendix K, to certify the consistency of the *Development* with the Coastal Zone Management Plan and to mitigate potential impacts of the *Development* on sites which are eligible for, potentially eligible for, or currently listed in the National Register of Historic Places. The *Property Owner* will continue to coordinate with *DHEC* and SHPO to

ensure that applicable natural and cultural resource areas on the *Real Property* are investigated, preserved and protected pursuant to state and federal law.

3. Threatened and Endangered Species Assessment: The *Property Owner* has procured a Threatened and Endangered Species Assessment, prepared by Newkirk Environmental, Inc., which, together with a May 21, 2009, update of this assessment, is attached hereto as Appendix L. The assessment was conducted to determine the occurrence of, or potential for, animal and plant species federally listed as endangered or threatened to exist within the *Real Property*. Completion of this survey complied with current state and federal regulations, including the Federal Endangered Species Act, the Bald and Golden Eagle Protection Act, the Migratory Bird Treaty Act, and the South Carolina Non-Game and Endangered Species Conservation Act. Field surveys have documented the presence of two (2) bald eagle nests within the boundaries of the *Real Property*. As a result, coordination with the Department of Natural Resources and the United States Fish & Wildlife Service is on-going in an attempt to establish guidelines for activities near the active nests. The proposed *Development* shall comply with these guidelines.

4. Flora and Fauna: The *Property Owner* will use best efforts to maintain and enhance the native plant material on the *Real Property*. Additional considerations in *Lot* configurations will be made to maintain wildlife corridors that connect this property with the surrounding natural environment.

P. Mitigation Provided Directly by the Property Owner to the County: The *Property Owner* shall provide the following amounts to mitigate the impact of the *Development*:

1. Ladder Truck: The *Property Owner* will pay \$800,000 or the actual cost, whichever is lesser, towards the purchase of a ladder truck to service the *Real Property* for St. John's Fire District on or before obtaining a building permit for the construction of any building on the *Real Property* requiring a ladder truck according to National Fire Prevention Association requirements.

2. Dedication of Land: During the term of this *Agreement*, the *Property Owner* shall set aside three (3) highland acres of the *Real Property* at a mutually agreeable location(s). At such time as the *County* requests the use of any or all of this acreage for the construction of a substation(s) for the use of St. John's Fire District, the Charleston County Sheriff's Office, the Charleston County Magistrate's Office, Charleston County EMS, and/or any other police, fire or EMS service which may acquire jurisdiction over the *Real Property* after the *Effective Date* (provided, however, the site(s) shall not be used solely by the Charleston County Magistrate's Office), the *Property Owner* shall dedicate the such acreage to the *County* as necessary for such use(s). If the *County* does not construct a substation on the dedicated site(s) within three (3) years of the dedication, the dedicated site(s) shall revert back to the *Property Owner*, provided, however, the *Property Owner* shall continue to hold the site(s) as set forth in Paragraph 16.X.2 of the *Agreement* and all of the *County's* rights in Paragraph 16.X.2 of the *Agreement* shall continue until the termination of this *Agreement*. The *County* may not request such dedication until after a certificate of occupancy has been issued for the 200th *Dwelling Unit*, unless otherwise agreed by the *Parties*.

Q. Community Ways: As used herein, a "*Community Way*" means a walkway of any

surface type (paved or unpaved), a bicycle lane, bicycle route, bicycle trail, leisure trail, or walking trail designed for pedestrian or bicycle traffic. The *Property Owner* shall install an interconnected system of *Community Ways* on the *Real Property*. The *Property Owner* may determine the configuration, location, type, number, size, location, lighting and path surfaces of private *Community Ways* on the *Real Property*. However, any and all public *Community Ways* shall comply with the *County's* Improvement Standards, as they exist on the *Effective Date*. The *Property Owner* shall use best efforts to facilitate a connection with adjacent parcels at the approximate locations delineated in Exhibit 4.1 to the *Plan*. The *Property Owner's* obligation under this section shall not require that the *Property Owner* purchase or otherwise finance the acquisition of any right, title, or interest in and to these adjoining properties. The *County* recognizes the *Property Owner's* abilities under this section are highly dependent upon and constricted by the actions or inactions of third parties. Any and all *Community Ways* designed and constructed by the *Property Owner* may (1) be owned and maintained as *Common Areas*; (2) be owned and maintained by the *Property Owner* or a related entity; or (3) be dedicated to the public. The *Property Owner*, a related entity, and/or a duly constituted *Association* shall perform the maintenance and upkeep of the *Community Ways* on the *Real Property* or any portion thereof unless they have been dedicated to and accepted by the public. Upon tender of a deed from the *Property Owner* approved by the *County* attorney, the public may accept any and all *Community Ways* tendered for dedication by the *Property Owner* provided they comply with the *County's* Improvement Standards, as they exist on the *Effective Date*.

R. Golf Carts and Personal Transportation Vehicles: Golf carts and personal transportation vehicles may be used on any *Thoroughfares*, *causeways*, *Community Ways*, and parking areas of the *Real Property* or any portion thereof that the *Property Owner* may designate, if consistent with state law.

S. Septic Tanks and Wells: The *Property Owner* may install septic systems and/or wells for drinking water to service *Lots* and *Dwelling Units* on the *Real Property* or portions thereof provided the septic systems and/or wells for drinking water meet state regulatory requirements. The number of *Lots* or *Dwelling Units* on the *Real Property* serviced by wells and/or septic systems shall not exceed any applicable state regulatory requirements. Any such *Lots* and *Dwelling Units* on the *Real Property* that are serviced by a septic system or well meeting applicable regulatory requirements shall not be considered non-conforming under the *County's* *Laws* because of such septic system or well.

T. Streetlights: The *Property Owner* shall have the right to decide the location, design and number of streetlights, if any, on the *Real Property*. Any and all streetlights designed and installed on the *Real Property* may (1) be owned and maintained as *Common Areas* or (2) be owned and maintained by the *Property Owner* or a related entity. If the location of any streetlight is to be in a public right-of-way, the location must be approved by the *County's* Director of Public Works.

U. Stoplights, Traffic Control, and Other Street Signage: The *Property Owner* may determine the configuration and location of all street and traffic control signs on the *Real Property*, the standards of which shall be determined in consultation with *DOT*. All traffic control devices within a public or private right-of-way must meet the requirements of the Manual on Uniform Traffic Control Devices.

V. Parks, Common Spaces and Buffers on the Real Property: Certain portions of the *Real Property* may contain parks, common spaces, and buffers. The *Property Owner* reserves the right to limit access and use of these to select owners, tenants or lessees on the *Real Property*,

their guests, and others who may be their invitees.

W. Common Area Maintenance: Any *Association* established with respect to the *Real Property* or any portion thereof shall be responsible for maintaining the *Common Areas*, as described in any applicable *Covenants* and/or the *Agreement*.

SECTION 15 – STATEMENTS OF COMPLIANCE

15.1 Agreement to Proceed with Development

The Property Owner intends to proceed with the proposed Development in accordance with the Plan, Agreement, ZLDR and Comprehensive Plan.

15.2 Statement of Compliance with ZLDR

This Plan complies with processes in the ZLDR.

15.3 Variances

The provisions of Article 3.10 of the ZLDR, relating to variances, shall apply to the planned Development with respect to zoning-related dimensional, design or performance standards on individual *Lots*. Variance applications for trees, *Setbacks*, buffers, height, and maximum Lot/building coverage for individual *Lots* shall be processed pursuant to *ZLDR* Article 3.10, Zoning Variances. All other proposed changes to the Development Agreement and/or Planned Development must be processed as Development Agreement and Planned Development amendment applications. Variances from the tree regulations in the Plan may be granted in accordance with the processes in the Plan.

15.4 Interpretation with Development Agreement

Whenever express substantive provisions of the *Agreement* are inconsistent or in conflict with the substantive provisions of this *Plan*, the more restrictive provision shall apply.

SECTION 16 – EXHIBITS

Exhibit 1.1 Illustrative Master Plan

Exhibit 1.2 Conceptual Lot Lines

Exhibit 2.1 Plat

Exhibit 2.2 Aerial

Exhibit 2.3 Wetland Survey

Exhibit 4.1 Framework Plan

Exhibit 4.2 ZLDR Art. 6.7

Exhibit 4.3 Standards and Procedures for Short-Term Rental Properties

Exhibit 4.4 Extended Home Rental Area

Exhibit 5.1 Proposed Development Plan

Exhibit 6.1 Waterfront Development Standards

Exhibit 6.2 Dock Plan

Exhibit 6.3 Illustration of Lots Fronting on Open Space (Vehicular access across rear lot line)

Exhibit 7.1 Phasing Diagram
Exhibit 8.1 Conceptual Open Space Master Plan
Exhibit 8.2 Park Types
Exhibit 8.3 Illustration of Village Green Intrusion into OCRM Buffer Line
Exhibit 8.4 Letter from United States Army Corps of Engineers dated April 4, 2017
Exhibit 11.1 Typical Utility Placement Diagram
Exhibit 11.2 Typical Street Cross-Sections
Exhibit 11.3 Vehicle Lane & Parking Assemblies
Exhibit 11.4 Conceptual Road Framework Plan
Exhibit 11.5 Charleston County Parks & Recreation Commission Coordination Letter
Exhibit 12.1 Illustration of Architectural Style
Exhibit 12.2 Illustration of Landscape Architectural Style
Exhibit 12.3 Kiawah River Residential Design Guidelines
Exhibit 12.4 Jack Island Architect Series Plan Book, Volume 1
Exhibit 14.1 Water Distribution Master Plan
Exhibit 15.1 Alternative Sketch Plans
Exhibit 15.2 Alternative Sketch Plans
Exhibit 15.3 Alternative Sketch Plans