

362
368 W

54053

1698

Town of Bluffton

Bluffton Village

Development Agreement

Bluffton Village Development Agreement Excerpt

Section V.1.

1701

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

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

"PUD Ordinance" means the Planned Unit Development Ordinance ratified by the Town Council of Bluffton on October 18, 2000, establishing a Planned Unit Development Zoning District in the Town of Bluffton.

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

"Zoning Regulations" means the ordinance ratified by the Town Council of Bluffton on October 18, 2000, establishing a Planned Unit Development for the Property, and all the attachments thereto, including but not being limited to the Master Plan (and all Exhibits thereto), all narratives, applications, and site development standards, as same may be hereafter amended by mutual agreement of the Town and the Owner, (a copy of all of which is attached hereto marked Exhibit C and incorporated herein by reference), this Development Agreement, and the PUD Ordinance.

III. TERM.

The term of this Agreement shall commence on the date this Agreement is executed by the Town and Owner and shall terminate upon completion of development of the property or five (5) years from the date of execution whichever event first occurs.

IV. DEVELOPMENT OF THE PROPERTY.

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

V. CHANGES TO ZONING REGULATIONS.

The Zoning Regulations relating to the Property subject to this Development Agreement, except as provided for in Section 10 herein, shall not be amended or modified during the Term, without the express written consent of the Owner. Owner does, for itself and its successors and assigns, including Developer(s) and notwithstanding the Zoning Regulations, agrees to be bound by the following:

1. The Developer shall be required to notify the Town, in writing, as and when Development Rights are transferred to any other party. Such information shall include the identity and address of the acquiring party, a proper contact person, the location and number of acres of the Property transferred, and the number of residential units and/or commercial acreage, as applicable,

subject to the transfer. A Developer transferring Development Rights to any other party shall be subject to this requirement of notification, and any entity acquiring Development Rights hereunder shall be required to file with the Town an acknowledgment of this Development Agreement and a commitment to be bound by it.

2. The Developer and any Owner agree that all Development, with the exception of irrigation, incidental maintenance facilities and facilities existing at the date of this Development Agreement will be served by potable water and sewer prior to occupancy.

VI. DEVELOPMENT SCHEDULE.

The Property shall be developed in accordance with the development schedule, attached as Exhibits D. Pursuant to the Act, the failure of the Developer and any Owner to meet the development schedule shall not, in and of itself, constitute a material breach of this agreement. In such event, the failure to meet the development schedule shall be judged by the totality of circumstances, including but not limited to the Owner's and Developer(s)' s good faith efforts made to attain compliance with the development schedule.

VII. DENSITY.

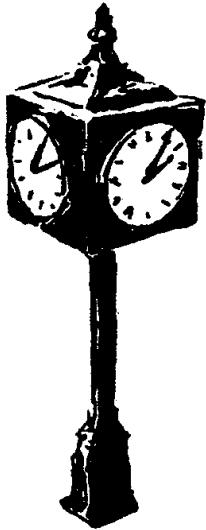
Mixed use development on the Property shall be limited to the following:

- A. 38 attached townhouse units, plus (1) Dependency Unit per townhouse unit (not to exceed 800 square feet); and
- B. 212,750 square feet for commercial, civic, and multifamily use.

VIII. EFFECT OF FUTURE LAWS.

Developer and any Owner shall have vested rights to undertake Development of any or all of the Property in accordance with the Zoning Regulations, as defined herein and modified hereby, and as may be modified in the future pursuant to the terms hereof, and this Development Agreement for the entirety of the Term. Future enactments of, or changes or amendments to Town ordinances, including zoning or development standards ordinances, which conflict with the Zoning Regulations shall apply to the Property only if permitted pursuant to the Act, and/or agreed to in writing by the parties.

The parties specifically acknowledge that this Agreement shall not prohibit the application of any present or future building, housing, electrical, plumbing, gas or other standard codes, of any tax or fee of general application throughout the Town, or of any law or ordinance of general application throughout the Town found by the Bluffton Town Council to be necessary to protect the health, safety and welfare of the citizens of Bluffton. Notwithstanding the above, the Town may apply subsequently enacted laws to the Property only in accordance with the Act.



Bluffton Village

Shops · Offices · Medical · Townhomes · Restaurants

New Bluffton Post Office · New Beaufort County Library

**Town of Bluffton
Beaufort County
South Carolina
PUD-00-07-001
Town Council
October 18, 2000
APPROVED**

BLUFFTON VILLAGE
MASTER PLAN

1729

5.8.8 (A) N/A

5.8.8 (B) Exhibit "B" details the arrangement of land uses, including land for public facilities. The entire tract is 29.31 acres. The types of uses that are proposed and allowed in Bluffton Village will be consistent with those found in Sections 5.10.2, 5.10.3, 5.11.2, & 5.12.2 of the Bluffton Zoning Ordinance dated and Approved February, 2000, excluding however all gas stations, drive through and drive in restaurants, sexually oriented businesses and the following specific sections: 5.11.2(A) the words "or storage" only; 5.11.2(K); 5.11.2(O); 5.12.2(R); 5.12.2(S); 5.12.2(T); 5.12.2(W); 5.12.2(X)) Please refer to Exhibit "B" for possible building uses. The entire PUD is subject to a cap of 38 dwelling units, which in this document is defined as the Town Homes on the rear of the property, which shall include a dependency or garage with an apartment with each town home. The total square footage for commercial, retail, civic and multi-family uses will not exceed 212,750 square feet. Decks, plazas, porches, outdoor seating, and verandahs shall be permitted and shall not be considered part of the total square footage. In addition none of the square footage for the proposed Town Hall shall be considered as part of the total square footage. For the purposes of this PUD, Multi-Family is defined as any space used for residential living, located in a two or three story structure, having either retail or office on the first floor. Exhibit "D" is the proposed breakdown of the various uses and a range for the maximum square footage in each use. Usage square footage will be inter-changeable among the tract, provided that no individual use exceeds the maximum square footage for each designated use.

5.8.8. (C) Exhibit "H" - Boundary Survey

5.8.8. (D) Exhibit "H"- Primary Control Points on Boundary Survey

5.8.8.(E) Bluffton Village

5.8.8.(F) On the South side of the 29.31 acres is Seven Pines Shopping and Medical Center. On the West side, along SC46 is Buckles Marine Center, and Taylor's mini-warehouse storage. On the North, and a portion of the East boundary, is Shady Glen Trailer Park. The balance of the East boundary is the Preserve at Lake Linden. Because of the diversity of uses surrounding the 29.31 acres, and given the somewhat higher density in those areas, Bluffton Village is highly compatible with the land uses currently surrounding the property, and will lead to a strengthening in services and value in the immediate area. It is noted that all adjacent and adjoining property, with the exception of 150 feet, is located in Beaufort County.