



# Schultz Tract Development Agreement Excerpt Section V.1.

1088

Plans 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.

"Palmetto Bluff Tract" means that certain tract of land described on Exhibit B.

"Property" means those certain tracts of land described as Exhibits B and C.

"PUD Ordinance" means the Planned Unit Development - Large Tract Ordinance which was designated as an Ordinance for the amendment of the Town of Bluffton, South Carolina Zoning Ordinances, and enumerated as 5.89 ratified by the Town Council of Bluffton on August 12, 1998, establishing a Planned Unit Development Zoning District in the Town of Bluffton.

"Schultz Tract" means that certain tract of land described as on Exhibits C.

"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 November 23, 1998, establishing a Planned Unit Development for the Property, and all the attachments thereto, including but not limited to the Concept Plans, narratives, applications, and site development standards, as the same may be hereafter amended by mutual agreement of the Town and the Owner; the Development Agreement Ordinance; 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 or the effective date of the annexation of the Property, whichever occurs later, and terminate thirty-five (35) years thereafter; provided however, that the term of this agreement will be renewed for three (3) successive five (5) year periods, absent a material breach of any term of this Agreement by the Owner or any Developer during the initial or any renewal term, as applicable.

### 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. No Initial Master Plan for any portion of the Property shall be submitted for processing unless that plan encompasses twenty or more acres of high land. Development rights to the land encompassed by an initial master plan may be transferred to any other portion of the Property providing that

J.D.W.  
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it is consistent with zoning regulations, and upon written notice to the Town and with written approval by the Town which will not be unreasonably withheld.

2. The Owner shall be required to notify the Town, in writing, as and when Development Rights are transferred to a Developer. Such information shall include the identity and address of the Developer, a Developer contact person, the location and number of acres of the Property transferred, and the number of residential units and/or commercial acreage, and/or conservation acreage, as applicable, subject to the transfer. A Developer transferring Development Rights to another Developer shall be subject to this requirement of notification, and any Developer acquiring Development Rights shall be required to file with the Town an acknowledgment of this Development Agreement and a commitment to be bound by it.

3. The Owner and Developers, and their respective heirs, successors and assigns, 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.

4. The Owner and Developers, and their respective heirs, successors and assigns shall comply with the provisions of the Bluffton Town Highway Corridor Overlay District for Highway 46.

5. The following modifications to the PUD Ordinance, at the election of the Town, may be made:

The Town may amend the PUD Ordinance to delegate any or all the review functions required thereunder to any individuals or body, board or commission, provided that such individuals or all persons serving on any such body, board or commission are appointed and/or approved by the Town Council or is the Town Council, provided that the scope of review pursuant to the PUD Ordinance shall remain unchanged.

It is acknowledged that nothing in this agreement shall be deemed or construed to affect the right of any person to seek a variance from the provisions of the Zoning Regulations in accordance with applicable state and local laws in effect at the time of the variance application.

#### **VI. DEVELOPMENT SCHEDULE.**

The Property shall be developed in accordance with the development schedule, attached as Exhibits D(1) and D(2). Pursuant to the Act, the failure of the Owner and Developer(s) 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 EFFECT OF FUTURE LAWS.**

Owner and Developers shall have vested rights to undertake Development of any or all of the Property in accordance with the Zoning Regulations, as defined herein and modified hereby, and as may be modified in the future pursuant to the terms hereof, and this Development Agreement for the entirety of the Term.

J.R.  
J.D.W.

**SCHULTZ TRACT**  
**PLANNED UNIT DEVELOPMENT**  
**CONCEPT PLAN**

**Bluffton Township, South Carolina**

**Prepared For:**  
**Union Camp Corporation**  
**Owner**

**And its Wholly-Owned Real Estate Subsidiary**  
**The Branigar Organization, Inc.**

**Submitted to:**  
**The Town of Bluffton Town Council**

**AUGUST 18, 1998**

**J-11343**

# Schultz Tract Concept Plan Excerpt Section 2.D.

1156

- d. Maintenance Areas
- e. Model Homes/Sales Center
- f. Multi-family Residential
- g. Open Space
- h. Roads
- i. Silviculture
- j. Single-family Residential
- k. Traditional Neighborhood Development District
- l. Utilities

## D. ALLOWED DENSITY AND TRANSFER OF DENSITY BETWEEN PLANNING AREAS

An overall density cap for the Schultz Tract PUD has been established at 1600 Dwelling Units, 30 acres of Commercial Development, and a 200-acre Business Park per the Development Agreement with the Town of Bluffton. For planning purposes projected densities for each area have been estimated and are described below. The decreasing of the total number of dwelling units, commercial acreage or Business Park acreage within a planning area below the projected density shall be allowed. The Concept Land Use Plan for the Schultz Tract shall allow for the transfer of undeveloped dwelling units from one planning area to another and increasing the receiving planning area's density provided the following conditions are met:

1. The transferred density units shall be limited to the allowed uses in the receiving planning area.
2. No dwelling units shall be added to the Nature Preserve.