15 PB
21
Burd
9284

Bc:m
9

BEAUFORT COUNTY SC- ROD
BK 02724 PGS 1787-1801
DATE: 05/21/2008 03:14:31 PM
INST # 2008031760 RCPT# 545125

STATE OF SOUTH CAROLINA	)	NINTH AMENDMENT TO
	)	DEVELOPMENT AGREEMENT AND
COUNTY OF BEAUFORT	)	CONCEPT PLAN
	)	BUCKWALTER TRACT

This Ninth Amendment ("Ninth Amendment") To Development Agreement and Concept Plan is made and entered into this 25 day of February, 2008, by and among the Town of Bluffton, South Carolina ("Town"), INDIAN HILL ASSOCIATES, LLC ("Indian Hills"), a South Carolina limited liability company, its successors and assigns, and University Investments, LLC ("University Investments"), a South Carolina limited liability company.

Whereas, the Town and the Owner did enter a certain Development Agreement ("Development Agreement"), dated April 19, 2000, which Development Agreement, as amended, governs the use and development of a tract of land known as the Buckwalter Tract, originally containing approximately 5,680 acres of land, more particularly described in the Development Agreement and amendments thereto; and,

Whereas, concurrently with the entering of the Development Agreement, the Town of Bluffton annexed the Buckwalter Tract into the Town boundaries and granted Concept Plan zoning to the Buckwalter Tract, all as more particularly described in the Annexation Petition and the Concept Plan for Buckwalter Tract, adopted April 19, 2000; and,

Whereas, subsequent to the entering of the original Development Agreement and Concept Plan, as above referenced, the Town has approved eight amendments to the Buckwalter Tract Development Agreement and Concept Plan to add additional property thereto, the first such amendment having added 11.721 acres formerly owned by Robertson, and the second such amendment having added 43.48 acres, and 55 units of residential density, being land formerly owned by Johnson, said previous amendments being recorded in Deed Book 1599 at Page 1149, and Deed Book 1709 at Page 440, respectively, in the Office of the Register of Deeds for Beaufort County, South Carolina; and, a third amendment having added approximately 173.62 acres, more or less, and 600 units of residential density and 90 acres of General Commercial, as recorded in Deed Book 2256 at Page 189 in the Office of the Register of Deeds for Beaufort County, South Carolina, and a fourth amendment adding property to Buckwalter, said property being generally known as Phase III of Rose Dhu Plantation, said amendment being recorded in Deed Book 2256 at Page 204, in said Official Records; and a fifth amendment adding property to Buckwalter, said property being generally known as a 58.85 acres parcel known as the Graves Parcels, said amendment being recorded in Deed Book 2305 at Page 410, in said Official Records; and a sixth amendment having added property to Buckwalter, said property consisting of 2.687 acres known as the Jacoby Tract, said amendment being recorded in Deed Book ____ at Page ____, in said

Official Record; and a seventh amendment adding property to Buckwalter, said property being generally known as a 6.5 acre tract, said amendment being recorded in Deed Book 2671 at Page 2260 in the Official Records; and an Eighth Amendment adding density units to Buckwalter Place within the Buckwalter Concept Plan, said Amendment being recorded in Deed Book _____ at Page ___ in said Official Records; and

Whereas, Indian Hills is the owner of a 163-acre tract of land ("Willow Run Tract") more fully referred to in that certain Development Agreement recorded between the Town of Bluffton and Indian Hills Associates, LLC recorded March 31, 2003, in Official Records Book 1736 at Page 2063 ("Indian Hills") for Willow Run Planned Unit Development ("Willow Run") which is adjacent to the Buckwalter Tract and which is hereby being incorporated into the Buckwalter Concept Plan and Development Agreement hereby; and

Whereas, University Investments is the Owner of certain lands within the existing Northern and Eastern Tracts of the Buckwalter Concept Plan; and

Whereas, the Town and Indian Hills desire that Willow Run be incorporated into the adjacent Buckwalter Concept Plan and Development Agreement, together with amended development rights as described herein, so that Willow Run shall become fully integrated into the Buckwalter Development Agreement and Concept Plan; and,

Whereas, the Town and University Investments desire to redesignate certain properties formerly designated as residential (as part of the Northern and Eastern Tracts) to a commercial designation as part of Buckwalter Commons, as more particularly provided below; and

Whereas, to facilitate traffic flow into Buckwalter and to alleviate the currently over-burdened intersection of Buckwalter Parkway at U.S. Hwy. 278, the Town is requiring Indian Hills, when right-of-way is available in accordance with the terms herein, to provide a new intersection and three-lane roadway from U.S. Hwy. 278 to the Bluffton Parkway, across lands of University Investments, as one of several conditions for the Town to incorporate Willow Run as more fully provided below;

Now, Therefore, for good and valuable consideration, the receipt and sufficiency whereof being hereby acknowledged, the Town, University Investments, and Indian Hills do hereby agree as follows:

1. Recitals. The above recitals are hereby incorporated herein by reference.

2. Amendment of Development Agreement. That certain Development Agreement, dated April 19, 2000, and recorded in Official Records Book 1288 at Page 1 in the Office of the Register of Deeds for Beaufort County, South Carolina, as previously amended, is hereby further amended, so that

Willow Run described more fully in Exhibit "A" hereto is included in the Legal Description of the Buckwalter Tract, and Exhibit "B" to the Development Agreement is hereby so amended. The effect of this Amendment is to add Willow Run described in Exhibit "A" hereto, as depicted on the plat attached as Exhibit "B" hereto, to the terms and coverage of the Development Agreement, as previously amended, as fully and completely as if said property had been originally included under Exhibit "B" to the Development Agreement, including subsequent Amendments thereto, and further, to approve the Amended Concept Plan attached hereto as Exhibit "C," to designate land uses as provided below of the Willow Run property and certain lands of University Investments, under the terms set forth below.

3. Land Use Designation/Density (Willow Run). The Willow Run Tract (hereafter referred to as "Willow Run Tract"), as described on Exhibit "A" attached hereto, is hereby added to the Buckwalter Concept Plan and designated as 163 acres of additional Buckwalter Commons Tract as depicted on the Amended Concept Master Plan attached hereto as Exhibit "C." Development within the Willow Run Tract shall be governed by the Zoning Regulations (as defined in the Buckwalter Development Agreement), and by the Amended Concept Plan, attached hereto as Exhibit "C." Specifically, the land uses and development standards applicable to Buckwalter Commons (except as otherwise provided herein) shall control development within the Willow Run Tract, as set forth in the original Concept Plan and Development Agreement (as previously amended), including mixed use development with neo-classical design, retail and restaurants interspersed with hotels and residential pods. The parties agree that development site design will incorporate pedestrian friendly, walkable community principles and avoid monotonous architectural features and corporate franchise designs, said principles to be demonstrated at the Master Plan approval stage.

4. Application of Tree and Landscape and Highway Corridor Overlay District Ordinances.

(a) It is agreed and understood that the Bluffton Tree and Landscape Ordinances, as amended, shall apply to the development of the Willow Run Tract based upon the entire boundaries of the Property as the development ("Disturbed") area for purposes of replacement calculations and otherwise. It is expressly agreed, however, that the Town will work with Developer to allow for removal of crop pines in exchange for hardwoods, denser buffers, and more sophisticated landscaping. Canopy trees in the parking areas will be required. The vast majority of existing specimen trees are within the wetlands and will be protected.

(b) The Owner and Developers, and their respective heirs, successors, and assigns shall comply with the provisions of the Town of Bluffton Highway Corridor Overlay District for Bluffton Parkway, which will apply to both the Willow Run and University Investments properties which are subject to this Amendment. It is expressly understood that U.S. Highway 278 highway corridor standards continue to apply where appropriate.

(c) Where single family residential developments abut the perimeter of the Buckwalter Commons tract, there shall be an additional fifty (50) foot separation between the existing buffer and any buildings over thirty five (35) feet in height.

5. Stormwater Ordinance Application. The parties hereto confirm that the Bluffton Stormwater Ordinance, Ordinance # 2007 – 05 will apply to both the Willow Run and University Investments properties which are subject to this Amendment.

6. Land Use Designation/Density (University Investments). Certain lands within the Buckwalter Concept Plan Area, formerly designated as portions of the Northern and Eastern Tracts, are hereby redesignated as additional Buckwalter Commons Tract, as depicted on the Amended Concept Master Plan attached hereto as Exhibit "C." Development within the 115 acres of newly designated Buckwalter Commons shall be governed by the Zoning Regulations (as defined in the Buckwalter Development Agreement), and by the Amended Concept Plan, as attached hereto as Exhibit "C." Specifically, the land uses and development standards applicable to Buckwalter Commons shall control development within said areas, as set forth in the original Concept Plan and Development Agreement (as previously and herein amended). The parties further agree that development site design will incorporate pedestrian friendly, walkable community principles and avoid monotonous architectural features and corporate franchise designs, said principles to be demonstrated at the Master Plan approval stage.

7. Density for Willow Run Tract. The Willow Run Tract shall be developed in accordance with the Zoning Regulations as modified hereby. All references are to the Amended Concept Plan attached hereto and marked Exhibit "C."

(a) Parcel A and B of Willow Run Tract shown on Exhibit "C" attached hereto, now designated as Buckwalter Commons, shall consist of one hundred twenty-five (125) acres with allowed nonresidential land uses and density as provided under the Zoning Regulations and Amended Concept Plan,

plus allocated density for up to two (2) 150-unit hotels and 220 residential dwelling units.

(b) Parcel C of Willow Run Tract shown on Exhibit "C" attached hereto, now designated as Buckwalter Commons, shall consist of thirty-seven (37) acres with allowed nonresidential land uses and density as provided under the Zoning Regulations and Amended Concept Plan, plus allocated density for 40 residential dwelling units.

8. Current and Future Donation of Residential Density (Willow Run Tract). As a condition of the Town's consent to enter into this Amendment, Indian Hills hereby agrees to donate to the Town the development rights for two hundred forty (240) residential dwelling units that had been previously allocated to the Willow Run Tract under the original Willow Run Development Agreement. Indian Hills shall assign and transfer to the Town's Development Rights Bank the development rights for the two hundred forty (240) residential dwelling units upon the date of execution hereof and shall have no further claim, right or interest therein

9. Donation for Affordable Housing/Municipal Site (Willow Run Tract.) As a condition of the Town's consent to enter into this Amendment, Indian Hills agrees to donate to the Town 3.77 acres (including 1.27 wetland acres) within Parcel C of the Willow Run Tract for affordable housing ("Affordable Housing Site"). In addition, Indian Hills agrees to donate to the Town 8.0 acres within Parcel C for a Municipal Site ("Municipal Site") for municipal purposes. The Municipal Site shall be high ground. The donation of the Affordable Housing Site and the Municipal Site shall be made within two (2) months of the effective date of this Ninth Amendment. The location of each Site shall be agreed upon by the Owner of Parcel C and the Town. The Municipal Site may be used for other purposes provided such alternate uses are compatible with the other land uses within Parcel C.

10. Donation of Residential Density (University Investments). As a condition to enter into this Agreement, University Investments hereby agrees to donate to the Town's Development Rights Bank the development rights for ninety (90) residential dwelling units that are currently assigned to the Northern Tract under the original Concept Plan. University Investments shall assign and transfer to the Town the development rights for the ninety (90) residential dwelling units upon the date of execution hereof and shall have no further claim, right or interest therein.

11. Bluffton Parkway Connector Right-of-Way and Construction. Indian Hills acknowledges that a primary reason for the Town's willingness to enter

into this Ninth Amendment to the Buckwalter Development Agreement and to amend the Concept Master Plan for Buckwalter Planned Unit Development, is to lessen the traffic impact on U.S. Hwy. 278 through the planned interconnection of a roadway network ("Connector Road") through the Buckwalter Tract from U.S. Hwy. 278 to the Bluffton Parkway. Accordingly, in consideration of the agreements contained herein, when the required eighty foot (80') right-of-way is made available, through grant of right-of-way easement, the Connector road shall be constructed from Hwy. 278 to the southern boundary line of Parcel C at the time of development of Parcel B (Phase 1). The construction of Phase 1 shall begin at the time a final development permit is issued for all or any portion of Parcel B. When the required eighty (80') foot right-of-way is made available, through the grant of right-of-way easement, the Connector Road shall be extended from the southern boundary line of Parcel C to the Bluffton Parkway at the time of development of Parcels A and C (Phase 2). The construction of Phase 2 shall begin at the time a final development permit is issued for all or any portion of Parcels A and C, provided that the Bluffton Parkway is realigned and constructed in accordance with Exhibit "C." The Connector Road shall consist of an eighty foot (80') right-of-way and include three twelve (12') foot lanes with an ten (10') foot pathway wherever possible as determined by the Town of Bluffton. The Connector Road shall be built by Indian Hills, its successors and/or assigns, in accordance with all applicable standards of the South Carolina Department of Transportation (SCDOT). The traffic signalization at the proposed road's intersection with U.S. Hwy. 278 and Bluffton Parkway shall be paid for by Willow Run or its successor. The owner(s) of the Willow Run Tract as described on Exhibit "A" shall have the right to construct access roads into the respective properties at locations agreed to by Indian Hills, the Town and other appropriate governmental entities as the case may be. The Woodbridge Tract shall also be given access to Bluffton Parkway at locations agreed to by University Investments, the Town and the South Carolina Department of Transportation (SCDOT).

12. Existing Access. In addition to the Connector Road provided for in Paragraph 10 above, Indian Hills shall have the right to construct the right-in/right-out into the Property from U.S. Hwy. 278 as depicted on the original Concept Plan for Willow Run Planned Unit Development. The "right in, right out" access shall be subject to the approval of the South Carolina Department of Transportation (SCDOT).

13. Municipal Site Designation and Exchange (University Investments). University Investments, the Town and Indian Hills hereby agree that the Town shall have the right to exchange the 8 acre Municipal Site referenced in paragraph 9 above, located in Parcel C of Willow Run Tract, for a five

(5) acre tract within the former Eastern Tract area of the Buckwalter Concept Plan, said tract to be provided to the Town by University Investments in exchange for the eight (8) acre tract. The five (5) acre tract shall be provided within six (6) months of the execution hereof, or sooner upon reasonable notice from the Town and completion of the exchange transaction. The tract shall be composed of five (5) acres of non-wetland property, to be located with convenient access to the proposed Bluffton Parkway, west of the Bluffton Parkway connector referred to in Paragraph 11 of this Agreement, east of the Buckwalter Parkway and north of the proposed Bluffton Parkway section 5B. The specific location will be agreed upon between the Town and University Investments. The use of the five-acre parcel will not be limited to municipal purpose, but will be considered to have commercial designation consistent with Buckwalter Concept Plan (allowing approximately 50,000 square feet of commercial development.) In the event that the tract of land agreed to will not be accessible at the time of donation and at such time as the Town is in need of and prepared to construct a municipal facility on that site, University Investments will be responsible for construction of a temporary roadway for access to the site to and from the Buckwalter Parkway. The road will be constructed to such specifications as to ensure its integrity until such time as the property has access to the Bluffton Parkway or the connector. The road shall be a 25-foot wide two-lane, stabilized and compacted gravel road for use during construction, and suitable for asphalt finishing. Road design specifications will be subject to approval by the Town.

14. Public Roadway Dedication.

(a) University Investments agrees to donate to the Town a right-of-way of eighty (80') feet in width, from US Highway 278 to the future Bluffton Parkway right-of-way, the approximate location of which right-of-way being shown and designated on the Amended Buckwalter Concept Plan attached hereto as Exhibit "3," under terms and conditions more fully set forth in Paragraph 11 above.

(b) Upon final determination of the route for 5B of the Bluffton Parkway, University Investments will enter into a good faith of negotiations with the Town of Bluffton and Beaufort County regarding compensation for the 5B right-of-way. It is understood and agreed that if the final routing of 5B of the Bluffton Parkway is acceptable to the Town, County and affected property owners (specifically University Investments), the right-of-way will be donated.

15. Administrative Fees for Professional Assistance. Indian Hills and the Town agree that upon the closing of the sale of the first sixty (60) acres of Willow Run to any non-related third party developer, Indian Hills shall pay to the Town the sum of One Thousand Three Hundred Fifty and

No/100 ($1,350.00) Dollars per acre for all of the acreage within the Willow Run Tract (plus appropriate CPI increases) to assist the Town with its increased costs for additional administrative staff in the planning and permitting of the new addition to Bluffton Commons.

16. Beaufort County School District Donation. University Investments agrees to collaborate with the Town to provide in-kind donations and/or services such as, but not limited to up to fifty thousand (50,000) cubic yards of type A/B soil, in support of school sites within the Town of Bluffton.

17. Termination. Consistent with the terms and provisions contained herein, it is expressly agreed and understood that the Development Agreement for Willow Run Planned Unit Development between Indian Hills and the Town dated March 17, 2003, as recorded in Official Records Book 1736 at Page 2063, is hereby terminated fully and completely and in lieu thereof the effect of this Amendment is to add the Willow Run Tract to the terms and coverage of the Buckwalter Development Agreement between S.P. Forests, L.L.C. and the Town of Bluffton, South Carolina, originally dated April 19, 2000, as amended. Indian Hills and its successors and assigns shall be bound by all of the terms, provisions and conditions of the Development Agreement as amended and consented to by Indian Hills or its successors and assigns, that particularly pertain or effect Willow Run Tract as described on Exhibit "A."

18. Consistency with Comprehensive Plan. The Town confirms that the matters contained herein are consistent with the Comprehensive Plan of the Town of Bluffton and consistent with long range planning for the Town, wetland protection, and other planning goals.

In Witness Whereof, the parties hereby set their hands and seals, effective the date first above written.

WITNESSES:

TOWN OF BLUFFTON, SOUTH CAROLINA

By: William D. Workman

Its: Town Manager

Attest: Sandra Lunceford
Town Clerk

STATE OF SOUTH CAROLINA)
) ACKNOWLEDGMENT
COUNTY OF BEAUFORT)

I, Catherine F. Carpenter, Notary Public for South Carolina do hereby certify that William Workman on behalf of Town of Bluffton, South Carolina, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this the 4 day of ~~February~~ March, 2008.

Catherine F. Carpenter
Notary Public for South Carolina
My Commission Expires: Feb. 29, 2012

WITNESSES:

INDIAN HILLS ASSOCIATES, LLC, a South Carolina limited liability company

By: _____

Its: MANAGER

STATE OF SOUTH CAROLINA)
) ACKNOWLEDGMENT
COUNTY OF BEAUFORT)

I, Robyn A. Kruse, Notary Public for South Carolina do hereby certify that Paul E. Schlosser on behalf of Indian Hills Associates, LLC, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this the 25th day of February, 2008.

Robyn A. Kruse
Notary Public for South Carolina
My Commission Expires: 11-4-2015

WITNESSES:

Karen B Murphy

UNIVERSITY INVESTMENTS, LLC, a South Carolina limited liability company

By: _____

Its: Manager

STATE OF SOUTH CAROLINA)
) ACKNOWLEDGMENT
COUNTY OF BEAUFORT)

I, Stephen J Biro, Notary Public for South Carolina do hereby certify that John P. Reed on behalf of University Investments, LLC, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this the 20th day of ~~February~~ March, 2008.

_____
Notary Public for South Carolina
My Commission Expires: 3-3-2014

Exhibit "A"

LEGAL DESCRIPTION
WILLOW RUN PUD, BLUFFTON SOUTH CAROLINA

All that certain property lying and being in Beaufort County, South Carolina, containing 162.636 acres, more or less, as shown on a plat prepared by T-Square Group, Inc., Forest F. Baughman, PLS No. 4922, dated July 25, 1995, prepared for Rose Schlosser and Paul Schlosser, said property being composed of Parcel 1, Parcel 2, and Parcel 3 as depicted thereon, and being more particularly described as follows:

Parcel 1. Commencing at a point being the intersection of the southern right of way of US Highway 278 and Parcel 3, having latitude 32°17'22" N longitude 80°54'02"W thence S 04°35'39"W for a distance of 524.87' to a point; thence N 87°51'25"W for a distance of 564.89' to a point; thence N 87°44'15"W for a distance of 264.40' to the Point of Beginning; thence S 11°56'50"E for a distance of 2723.49' to a point; thence S 76°32'25"W for a distance of 470.07' to a point; thence N 11°56'45"W for a distance of 2845.96' to a point; thence N 89°48'00"E for a distance of 201.60' to a point; thence S 87°44'03"E for a distance of 281.06' to the Point of Beginning, containing 30.0661 acres more or less.

Parcel 2. Commencing at a point being the intersection of US Hwy 278 and Parcel 3, having latitude 32°17'22"N and longitude 80°54'02"W. Thence along the southern right of way of US Hwy 278 S 86°40'15"E for a distance of 118.56 to a curve having a radius of 1876.76', a length of 819.15', a chord bearing of S 73°10'59"E, a chord distance of 812.67' to a point thence S 59°26'37"E for a distance of 165.41' to the Point of Beginning; thence S 59°26'37" E for a distance of 655.29' to a point; thence S 00°33'00"W for a distance of 2042.59' to a point; thence S 76°29'00"W for a distance of 1924.17' to a point; thence S 76°32'25"W for a distance of 20.00 to a point; thence N 11°56'50"W for a distance of 2723.49' to a point; thence S 87°44'15"E for a distance of 264.40' to a point; thence S 87°51'25" for a distance of 564.89' to a point; thence S 87°48'07E" for a distance of 900.05' to a point; thence N 38°03'49"E for a distance of 294.17' to the Point of Beginning, containing 122.4291 acres more or less.

Parcel 3. Commencing at a point being the intersection of US Hwy 278 and Parcel 3, having latitude 32°17'22"N and longitude 80°54'02"W, which point is the Point of Beginning; thence along the southern right of way of US Hwy 278 S 86°40'15"E for a distance of 118.56' to a curve having a radius of 1876.76', a length of 819.15', a chord bearing of S 73°10'59"E, a chord distance of 812.67' to a point; thence S 59°26'37"E for a distance of 165.41' to a point; thence S 38°03'49"W for a distance of 294.17' to a point; thence N

87°48'07W" for a distance of 900.05' to a point; thence N 04°35'39"E for a distance of 524.87' to the Point of Beginning and commencing containing 10.14 acres more or less.

In case of any discrepancy between the above referenced metes and bounds description and the above referenced plat, the plat shall control.

Exhibit "B"

OR BK 01736 PAGE 2126

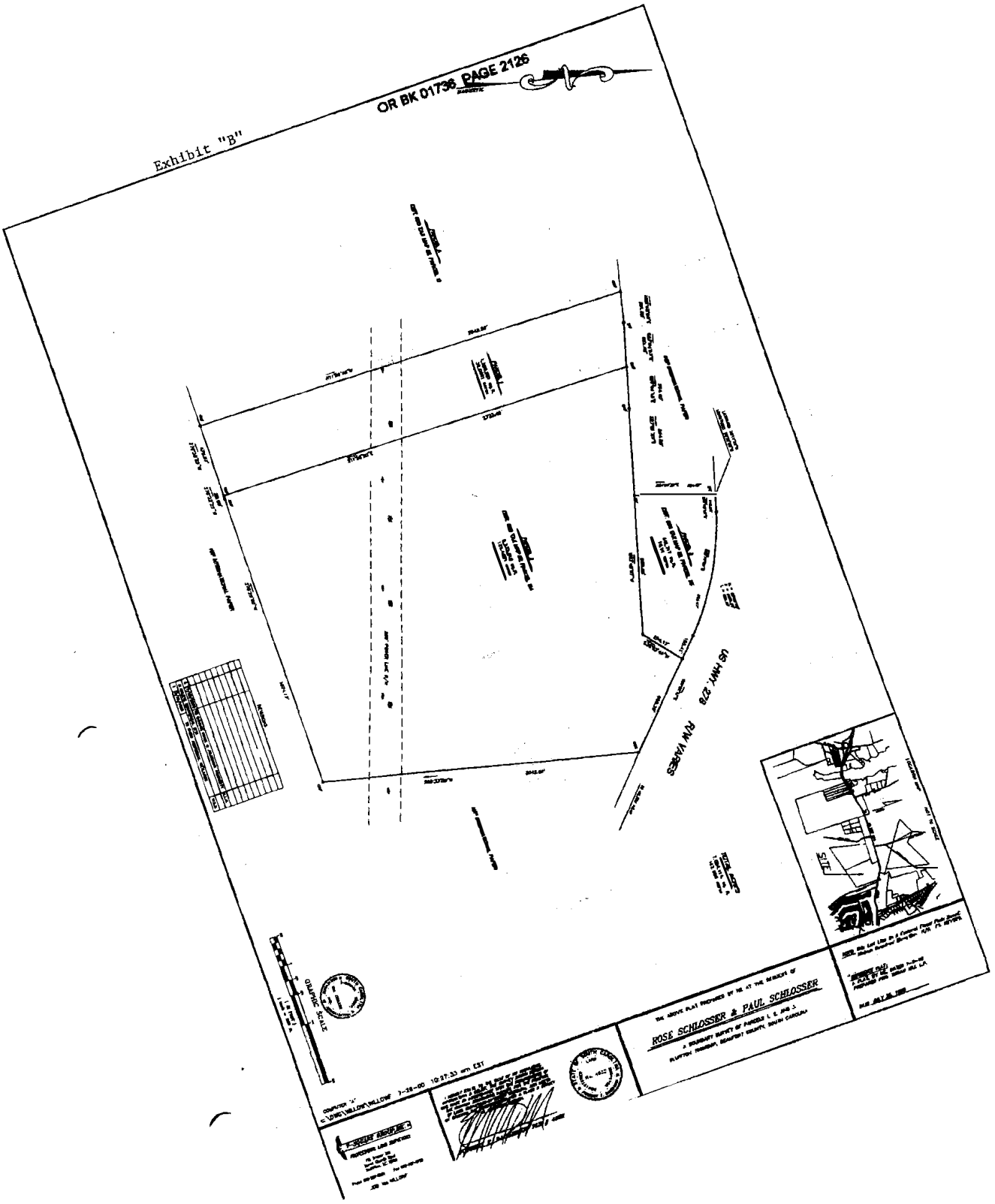
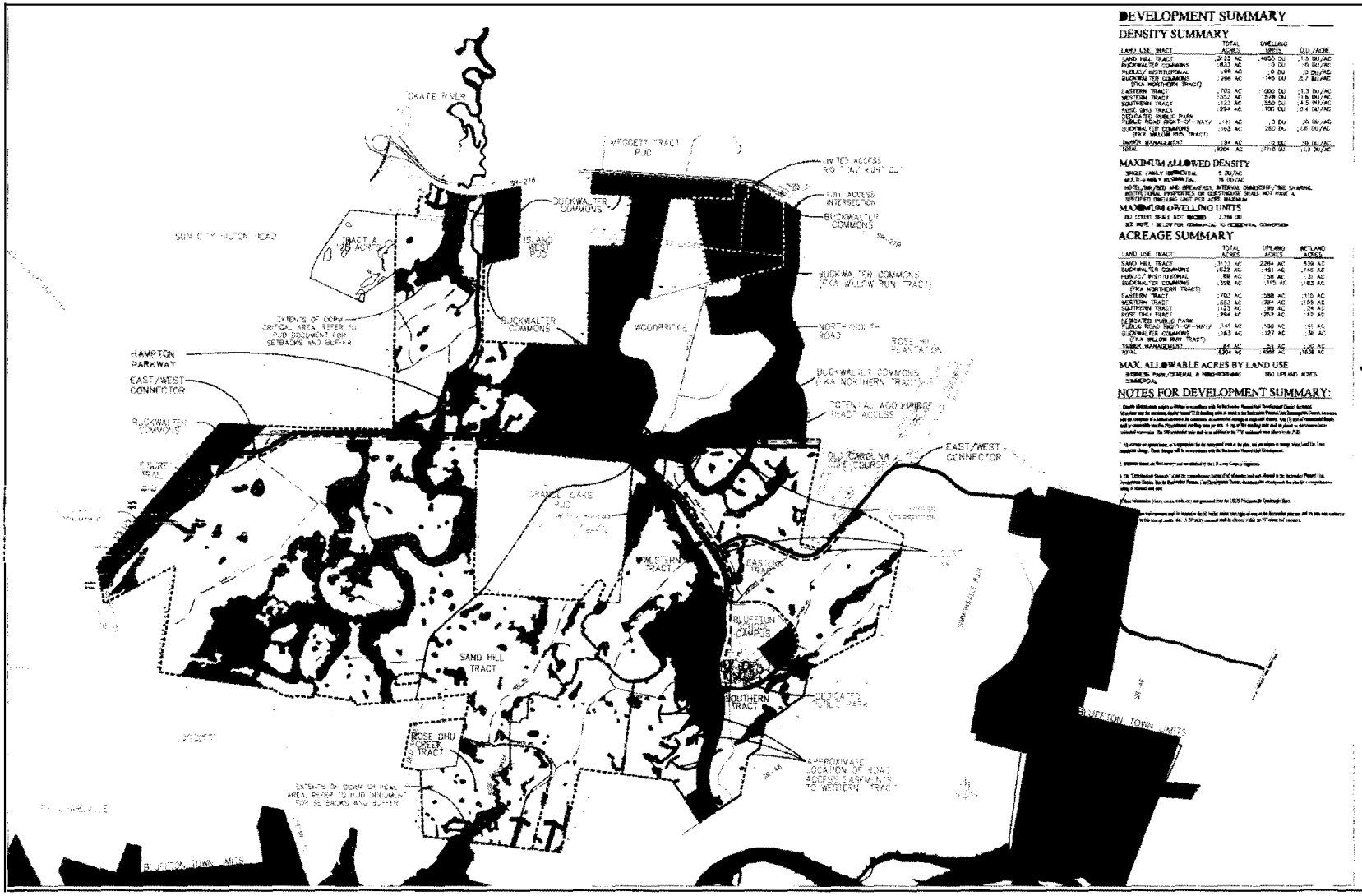


Exhibit "C"



DEVELOPMENT SUMMARY

DENSITY SUMMARY

LAND USE TRACT	TOTAL ACRES	DWELLING UNITS	D.U./ACRE
SAND HILL TRACT	2123 AC	4655 DU	1.5 DU/AC
BUCKWALTER COMMONS	1833 AC	0 DU	0 DU/AC
PUBLIC/ INSTITUTIONAL	48 AC	0 DU	0 DU/AC
BUCKWALTER COMMONS (FKA NORTHERN TRACT)	298 AC	145 DU	0.7 DU/AC
EASTERN TRACT	703 AC	1000 DU	1.3 DU/AC
WESTERN TRACT	553 AC	878 DU	1.6 DU/AC
SOUTHERN TRACT	123 AC	550 DU	4.5 DU/AC
ROSE DHU TRACT	294 AC	100 DU	0.4 DU/AC
DEDICATED PUBLIC PARK			
PUBLIC ROAD RIGHT-OF-WAY	141 AC	0 DU	0 DU/AC
BUCKWALTER COMMONS (FKA WILLOW RUN TRACT)	163 AC	263 DU	1.6 DU/AC
TIMBER MANAGEMENT	84 AC	0 DU	0 DU/AC
TOTAL	6304 AC	7718 DU	1.3 DU/AC

MAXIMUM ALLOWED DENSITY

SINGLE FAMILY HORIZONTAL 6 DU/AC
MULTI-FAMILY HORIZONTAL 16 DU/AC

HOTEL/INN/BED AND BREAKFAST, INTERVAL OWNERSHIP/TIME SHARING, INSTITUTIONAL PROPERTIES OR GUESTHOUSE SHALL NOT HAVE A SPECIFIED DWELLING UNIT PER ACRE MAXIMUM

MAXIMUM DWELLING UNITS

DU COUNT SHALL NOT EXCEED 7,718 DU
SEE NOTE 1 BELOW FOR COMMERCIAL TO RESIDENTIAL CONVERSION.

ACREAGE SUMMARY

LAND USE TRACT	TOTAL ACRES	UPLAND ACRES	WETLAND ACRES
SAND HILL TRACT	3133 AC	2294 AC	839 AC
BUCKWALTER COMMONS	1833 AC	1491 AC	348 AC
PUBLIC/ INSTITUTIONAL	58 AC	58 AC	0 AC
BUCKWALTER COMMONS (FKA NORTHERN TRACT)	298 AC	115 AC	183 AC
EASTERN TRACT	703 AC	588 AC	115 AC
WESTERN TRACT	553 AC	394 AC	159 AC
SOUTHERN TRACT	123 AC	99 AC	24 AC
ROSE DHU TRACT	294 AC	252 AC	42 AC
DEDICATED PUBLIC PARK			
PUBLIC ROAD RIGHT-OF-WAY	141 AC	100 AC	41 AC
BUCKWALTER COMMONS (FKA WILLOW RUN TRACT)	163 AC	127 AC	36 AC
TIMBER MANAGEMENT	84 AC	54 AC	30 AC
TOTAL	6304 AC	4580 AC	1708 AC

MAX. ALLOWABLE ACRES BY LAND USE

RESIDENTIAL, PARK/GENERAL & NEIGHBORHOOD COMMERCIAL 860 UPLAND ACRES

NOTES FOR DEVELOPMENT SUMMARY:

1. Density allocation is subject to change in accordance with the Bluffton Planned Unit Development Ordinance Amendment. At no time may the maximum density exceed 7,718 dwelling units as stated in the Bluffton Planned Unit Development Ordinance, nor may the number of residential units exceed the maximum of commercial square footage to residential units (Ex. 25 additional dwelling units per 100,000 sq. ft. of PD dwelling units allowed to be converted to commercial square footage). The 500 residential units shall be in addition to the 7,718 residential units shown in the PUD.

2. All acreage or approximate acreage is approximate for the conceptual areas as the plan, not an exact or survey. Most Land Use Tract boundary lines, that change will be in accordance with the Bluffton Planned Unit Development.

3. Wetlands shown are field surveyed and are validated by the Army Corps of Engineers.

4. The "Developable Acreage" is the comprehensive listing of all allowable and such allowed in the Bluffton Planned Unit Development Ordinance. See the Bluffton Planned Unit Development Ordinance, Section 3 for additional information, including all allowed and more.

5. Base information (roads, creeks, etc.) was generated from the USGS Pinckney & Bluffton Quadrangle Maps.

6. Buckwalter Commons and its impact on the SC traffic under state right-of-way at the Buckwalter parkway and its non-non-residential uses on the Sun City tract. Est. 1,379 ADT accessed shall be allowed within the 7,718 units for residents.

CONCEPT MASTER PLAN

For

Buckwalter

PLANNED UNIT DEVELOPMENT

Bluffton, South Carolina

Prepared For:
Brani ar Organization
Savannah, Georgia

BRANIGAR
Land Strategies, Inc.
A company of INTERNATIONAL PAPER

Prepared By:
Wood+Partners, Inc.
Landscape Architects/Land Planners
Hilton Head Island, South Carolina
Thomas & Hutton Engineering Co.
Civil Engineers
Savannah, Georgia

LEGEND:

- PROPOSED ROADS/ACCESS POINTS
- EXISTING DIRT ROADS
- EXISTING PAVED ROADS
- STREAMS / WATER CHANNELS
- LAND USE TRACT LIMIT
- LEISURE TRIAL

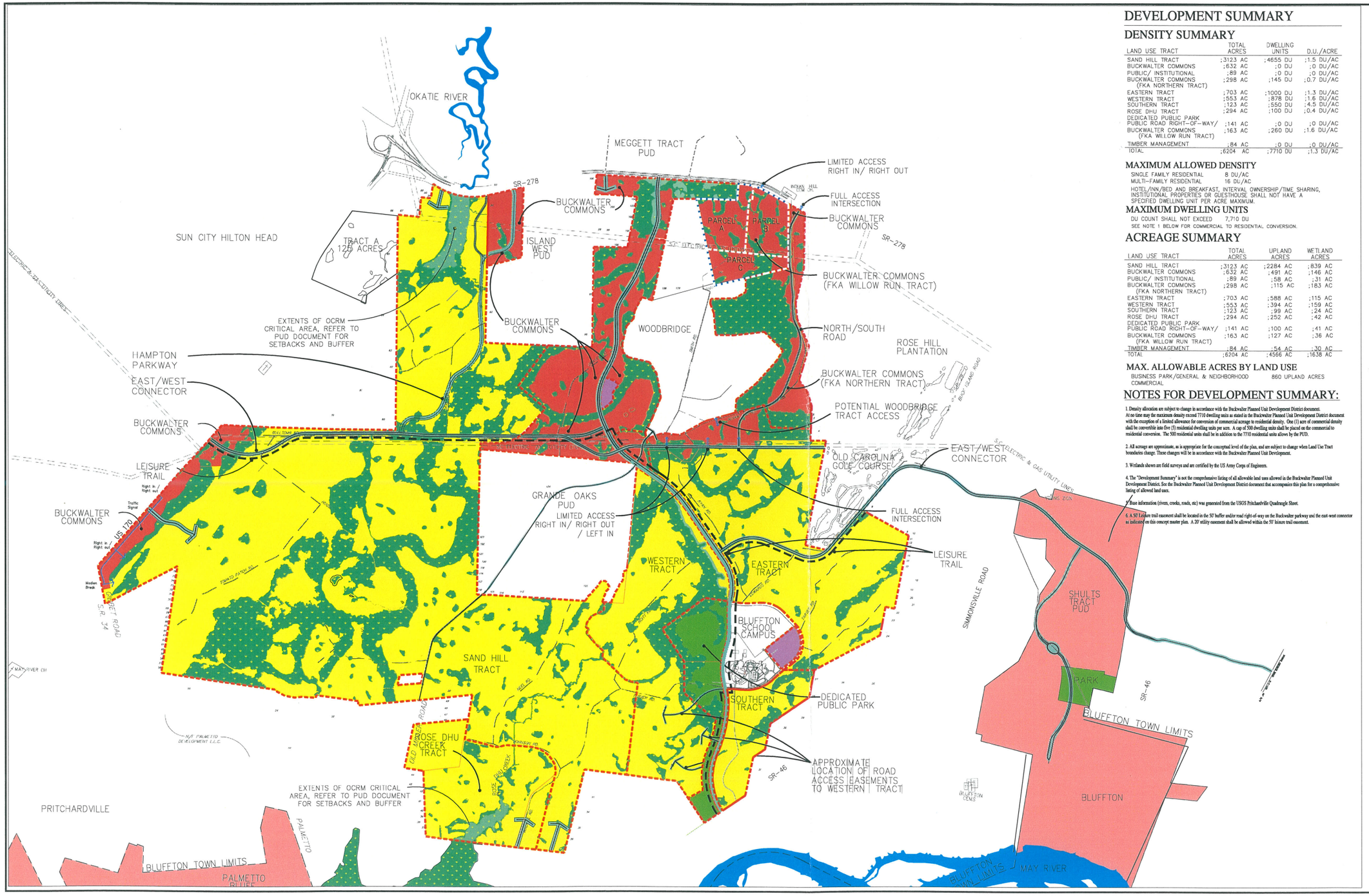
PUD LAND USE AREAS

- RESIDENTIAL
- COMMERCIAL
- PUBLIC/INSTITUTIONAL
- WETLANDS
- TIMBER MANAGEMENT
- BLUFFTON TOWN LIMITS
- DEDICATED PUBLIC PARK

0 500 1000 2000 3000 4000
MILE RADIUS

DATE: January 2002
REVISED: March 2002
REVISED: Aug. 2002 - To consider field suggestions for East West Connector (Hampton Pkwy.)
REVISED: October 2002 - To provide known tract along East West Connector
REVISED: May 2002 - Property addition to the Sand Hill Tract
REVISED: August 2002 - Property addition to the Sand Hill Tract
REVISED: October 2002 - Property addition to Sand Hill Tract & Buckwalter Commons
REVISED: December 2002 - Property addition to the Sand Hill Tract
REVISED: May 2003 - Hampton Parkway addition
REVISED: July 2003 - Corner Town Addition
REVISED: October 2003 - Rose Dhu Phase 1 addition
REVISED: January 2004 - Property addition
REVISED: May 2004 - Buckwalter Commons
REVISED: November 2004 - Highway Tract Tract
REVISED: February 2005 - Land Corrections

Book2724/Page1801



DEVELOPMENT SUMMARY

DENSITY SUMMARY

LAND USE TRACT	TOTAL ACRES	DWELLING UNITS	D.U./ACRE
SAND HILL TRACT	;3123 AC	;4655 DU	;1.5 DU/AC
BUCKWALTER COMMONS	;632 AC	;0 DU	;0 DU/AC
PUBLIC/ INSTITUTIONAL	;89 AC	;0 DU	;0 DU/AC
BUCKWALTER COMMONS (FKA NORTHERN TRACT)	;298 AC	;145 DU	;0.7 DU/AC
EASTERN TRACT	;703 AC	;1000 DU	;1.3 DU/AC
WESTERN TRACT	;553 AC	;878 DU	;1.6 DU/AC
SOUTHERN TRACT	;123 AC	;550 DU	;4.5 DU/AC
ROSE DHU TRACT	;294 AC	;100 DU	;0.4 DU/AC
DEDICATED PUBLIC PARK			
PUBLIC ROAD RIGHT-OF-WAY/	;141 AC	;0 DU	;0 DU/AC
BUCKWALTER COMMONS (FKA WILLOW RUN TRACT)	;163 AC	;260 DU	;1.6 DU/AC
TIMBER MANAGEMENT	;84 AC	;0 DU	;0 DU/AC
TOTAL	;6204 AC	;7710 DU	;1.3 DU/AC

MAXIMUM ALLOWED DENSITY

SINGLE FAMILY RESIDENTIAL 8 DU/AC
MULTI-FAMILY RESIDENTIAL 16 DU/AC

HOTEL/INN/BED AND BREAKFAST, INTERVAL OWNERSHIP/TIME SHARING, INSTITUTIONAL PROPERTIES OR GUESTHOUSE SHALL NOT HAVE A SPECIFIED DWELLING UNIT PER ACRE MAXIMUM.

MAXIMUM DWELLING UNITS

DU COUNT SHALL NOT EXCEED 7,710 DU
SEE NOTE 1 BELOW FOR COMMERCIAL TO RESIDENTIAL CONVERSION.

ACREAGE SUMMARY

LAND USE TRACT	TOTAL ACRES	UPLAND ACRES	WETLAND ACRES
SAND HILL TRACT	;3123 AC	;2284 AC	;839 AC
BUCKWALTER COMMONS	;632 AC	;491 AC	;146 AC
PUBLIC/ INSTITUTIONAL	;89 AC	;58 AC	;31 AC
BUCKWALTER COMMONS (FKA NORTHERN TRACT)	;298 AC	;115 AC	;183 AC
EASTERN TRACT	;703 AC	;588 AC	;115 AC
WESTERN TRACT	;553 AC	;394 AC	;159 AC
SOUTHERN TRACT	;123 AC	;99 AC	;24 AC
ROSE DHU TRACT	;294 AC	;252 AC	;42 AC
DEDICATED PUBLIC PARK			
PUBLIC ROAD RIGHT-OF-WAY/	;141 AC	;100 AC	;41 AC
BUCKWALTER COMMONS (FKA WILLOW RUN TRACT)	;163 AC	;127 AC	;36 AC
TIMBER MANAGEMENT	;84 AC	;54 AC	;30 AC
TOTAL	;6204 AC	;4566 AC	;1638 AC

MAX. ALLOWABLE ACRES BY LAND USE

BUSINESS PARK/GENERAL & NEIGHBORHOOD COMMERCIAL 860 UPLAND ACRES

NOTES FOR DEVELOPMENT SUMMARY:

1. Density allocation are subject to change in accordance with the Buckwalter Planned Unit Development District document. At no time may the maximum density exceed 7710 dwelling units as stated in the Buckwalter Planned Unit Development District document with the exception of a limited allowance for conversion of commercial acreage to residential density. One (1) acre of commercial density shall be convertible into five (5) residential dwelling units per acre. A cap of 500 dwelling units shall be placed on the commercial to residential conversion. The 500 residential units shall be in addition to the 7710 residential units allows by the PUD.

2. All acreage are approximate, as is appropriate for the conceptual level of the plan, and are subject to change when Land Use Tract boundaries change. These changes will be in accordance with the Buckwalter Planned Unit Development.

3. Wetlands shown are field surveys and are certified by the US Army Corps of Engineers.

4. The "Development Summary" is not the comprehensive listing of all allowable land uses allowed in the Buckwalter Planned Unit Development District. See the Buckwalter Planned Unit Development District document that accompanies this plan for a comprehensive listing of allowed land uses.

5. Base information (rivers, creeks, roads, etc) was generated from the USGS Pritchardville Quadrangle Sheet.

6. A 50' Leisure trail easement shall be located in the 50' buffer and/or road right-of-way on the Buckwalter parkway and the east-west connector as indicated on this concept master plan. A 20' utility easement shall be allowed within the 50' leisure trail easement.

CONCEPT MASTER PLAN

For:

Buckwalter

PLANNED UNIT DEVELOPMENT

Bluffton, South Carolina

Prepared For:

Branigar Organization
Savannah, Georgia

BRANIGAR
The Branigar Organization, Inc.

A company of INTERNATIONAL PAPER

Prepared By:

Wood+Partners, Inc.
Landscape Architects/Land Planners
Hilton Head Island, South Carolina

Thomas & Hutton Engineering Co.
Civil Engineers
Savannah, Georgia

LEGEND:

- PROPOSED ROADS/ACCESS POINTS
- EXISTING DIRT ROADS
- EXISTING PAVED ROADS
- STREAMS / WATER CHANNELS
- LAND USE TRACT LIMIT
- LEISURE TRIAL

PUD LAND USE AREAS

- RESIDENTIAL
- COMMERCIAL
- PUBLIC/INSTITUTIONAL
- WETLANDS
- TIMBER MANAGEMENT
- BLUFFTON TOWN LIMITS
- DEDICATED PUBLIC PARK

0 1/2 1
MILEAGE
0 500 1000 2000 3000 4000

NORTH

DATE: January 2000
REVISED: March 2000
REVISED: Sept. 2001 - To establish final alignment for East-West Connector (Bluffton Pkwy.)
REVISED: October 2001 - To provide leisure trail along East / West Connector
REVISED: May 2002 - Property addition to the Sand Hill Tract
REVISED: August 2002 - Property addition to the Sand Hill Tract
REVISED: October 2004 - Property addition to Sand Hill Tract & Buckwalter Commons
REVISED: December 2004 - Property addition to the Sand Hill Tract
REVISED: May 2005 - Hampton Parkway addition
REVISED: July 2005 - Graves Tract Addition
REVISED: October 2005 - Rose Dhu Phase 3 addition
REVISED: January 2006 - Jacoby addition
REVISED: May 2007 - Buckwalter Commons
REVISED: November 2007 - Willow Run Tract
REVISED: February 2008 - Unit Counts