24/30 RB McNair 9900

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

AMENDMENT TO DEVELOPMENT AGREEMENT AND CONCEPT PLAN JONES ESTATE

This Amendment To Development Agreement and Concept Plan for Jones Estate is made and entered this 20th day of July, 2005, by and among the Jones Family ("Owner"), the governmental authority of the Town of Bluffton ("Town"), and D.R. Horton, Inc. ("Horton" or "Developer").

Whereas, Owner and the Town did enter a certain Development Agreement, dated June 21, 2000, which Development Agreement together with the Concept Plan adopted simultaneously therewith, as both have been subsequently amended, govern the use and development of certain property of the Jones Estate, originally containing approximately 4,400 acres; and,

Whereas, Horton has acquired, by deed and under contract, approximately 1412.19 acres of the Jones Estate property of which 300 acres acquired by deed dated June 18, 2004, and recorded in Book 1974 to Pages 1091-1103 in the Office of the Register of Deeds for Beaufort County, South Carolina, and of which 201.038 acres acquired by deed dated January 14, 2005, and recorded in Book 2083 to Pages 2308-2311 in the Office of the Register of Deeds for Beaufort County, South Carolina, and of which 12.92 acres acquired by deed dated JULY 15, 2005, and recorded in Book 2187 at Page 1887-1890 in the Office of the Register of Deeds for Beaufort County, South Carolina, together with certain designated development rights associated with the property under the Jones Estate Development Agreement and Concept Plan, said transfer of rights being further set forth in that certain Assignment of Development Rights, dated AUGUST 10, 2005, and recorded in Book 2205 at Pages 2577-2588 in the Office of the Register of Deeds for Beaufort County, South Carolina, and dated AUGUST 10, 2005, and recorded in Book 2205 at Pages 2565-2576 in the Office of the Register of Deeds for Beaufort County, South Carolina, and dated JUNE 22, 2006, and recorded in Book 2395 at Pages 419-430 in the Office of the Register of Deeds for Beaufort County, South Carolina, and dated JUNE 22, 2006, and recorded in Book 2395 at Pages 409-413 in the Office of the Register of Deeds for Beaufort County, South Carolina, and dated JUNE 22, 2006, and recorded in Book 2395 at Pages 414-418 in the Office of the Register of Deeds for Beaufort County, South Carolina, and dated JUNE 22, 2006, and recorded in Book 2395 at Pages 404-408 in the Office of the Register of Deeds for Beaufort County, South Carolina, and dated JUNE 22, 2006, and recorded in Book 2395 at Pages 399-403 in the Office of the Register of Deeds for Beaufort County, South Carolina; and,

Whereas, the undersigned Horton is owner of undeveloped land (or in the case a portion of the land as set forth in Exhibit A hereto, contract purchaser of

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undeveloped land) within the Jones Concept Plan and Development Agreement area of a portion of the land as set forth in Exhibit A hereto, with the respective acreages and previously assigned densities being as set fourth in Exhibit A hereto, incorporated herein; and,

Whereas, The Town, the Owner, and the undersigned Horton have determined that the below stated Amendments to the Jones Estate Concept Plan and Development Agreement are in the best interest of the Town and the Developer, to deal with certain infrastructure funding and development rights issues, as more fully set forth below;

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

2. Concept Plan Amendment / Bluffton Parkway Extension. The official Concept Plan of Jones Estate, as previously amended, is hereby amended further to show Bluffton Parkway Extension as a public right of way, from Highway 170 to the western boundary of the Shubrick Lake Tract, said right of way being 120 feet wide and running along the entire northern boundary of the Horton property, as described herein, and as shown on the Amended Concept Plan attached hereto as Exhibit B. The right of way will be officially conveyed to the Town or other appropriate government entity in the future.

3. Concept Plan Amendment / Traffic Impact Analysis Requirements. Notwithstanding anything else in the Jones Estate Concept Plan and Development Agreement, as amended, to the contrary, the Town hereby agrees that so long as the undersigned Developer complies with the terms hereof, and is not in default hereunder, the Town will process existing and future Initial Master Plans and future Development Plans and Building Permit approvals for the Exhibit A property, based upon the assumption of the existence of Bluffton Parkway (from Buckwalter Parkway to Highway 170), Hampton Parkway (from Highway 278 to Bluffton Parkway), and existing traffic conditions, for traffic impact analysis and development approval purposes. Project specific improvements such as turn lanes, acceleration and deceleration lanes at entrances, contribution to or installation of traffic signals when required to facilitate direct access to and from development properties, and other such improvements directly related to development plans may be required of Developers at the time of development approval, as part of Traffic Impact Analysis for Exhibit A properties. It is understood that some of the project specific improvements that may be required hereunder, such as those mentioned above, may be required within the right of way of public roads.

4. Development Agreement Amendment. Article XII, **Dedications**, of the Jones Estate Development Agreement; as amended, is hereby further amended to add the following sections G-J, to apply to the properties described in Exhibit A hereto only:

G. MUNICIPAL IMPROVEMENT DEVELOPMENT FEE. The undersigned Owner and Developer(s) hereby agree, subject to the same agreement by the owners of other undeveloped residential properties in the general vicinity, to the establishment of a Municipal Improvement Development Fee (MIDF) to apply to certain of their undeveloped properties in the Jones Estate PUD in an amount not to exceed Nine Hundred and 00/100's Dollars ($900.00) per residential dwelling unit. In particular, the Municipal Improvement Development Fee will apply to the property and associated residential density as set forth in Exhibit A hereto. These Municipal Improvement Development Fees will be used for municipal improvements, including but not limited to the road projects described herein. The Municipal Improvement Development Fee shall be paid on all residential dwelling units on the applicable properties at the time a building permit is issued, or at the time of closing of lot sales to third party purchasers, whichever occurs first. Attached hereto and incorporated herein as Exhibit A is a document describing the property owned, or under contract, which is being made subject hereto, together with the residential density units under the Jones Estate Concept Plan associated therewith.

The total residential density to be made subject to the Municipal Improvement Development Fees hereunder is therefore One Thousand Eight Hundred Forty Four (1,844) residential dwelling units.

If the maximum density were built as allowed, and if the maximum Municipal Improvement Development Fee of $900.00 per whole unit were paid hereunder, the total amount paid to the Town in Municipal Improvement Development Fees hereunder would be $1,659,600.00 Dollars.

H. ADDITIONAL CAPITAL IMPROVEMENT CONTRIBUTIONS. In addition to the maximum $900.00 per unit Municipal Improvement Development Fee described above, the parties hereto agree to the following:

(i) Capital Improvement Contribution. D.R. Horton, Inc. shall make a one time grant to the Town of Bluffton in the sum of Five Hundred Thousand Dollars, to be used by the Town or other appropriate government entity for the construction of the Bluffton Parkway, and/or the expansion of Highway 170, or paid into an infrastructure funding

plan which is dedicated toward such road infrastructure construction. It is understood and agreed that the infrastructure construction plan may include other infrastructure improvements, in addition to roads. Alternately, at the Town's sole discretion, these funds may be utilized, in whole or in part, to purchase density rights presently existing within or near the Town, in order to lower traffic impacts in the future.

(ii) OTHER CONTRIBUTIONS. In addition to the Capital Contributions described in paragraph (i) above, the right of way for Bluffton Parkway extension is also being dedicated for public use. This right of way area consists of approximately 5 acres, and is a new public connector, beyond those right of way donations required by the original Jones Estate Development Agreement.

(iii) Horton hereby agrees to participate in a future Municipal Tax District applicable to the Exhibit A property under the same terms agreed upon by Buckwalter Developers in the February 9, 2005 Amendment To Buckwalter Development Agreement, not to exceed $75.00 per residential unit or lot per year.

I. AGREED UPON AMENDMENT PROVISIONS. The Town and the above referenced Developer(s) specifically agree that the aforementioned agreements, restrictions, donations, grants, and MIDFs shall serve as mitigation assistance for the greater Bluffton area for present and future traffic infrastructure impacts within the Town arising as a result of the development of the Jones Tract properties, as well as other infrastructure improvements, including, but not limited to, parks, open space, and stormwater management. Notwithstanding any provisions to the contrary, if any, contained in the Jones Estate Development Agreement ("Development Agreement"), from and after the date hereof, the Town may seek, request, or demand (directly or indirectly) any additional contributions of money, assessments, impact or other fees or development right concessions ("New Taxes") from the above described developers only if enacted pursuant to and in accordance with S.C. Code §6-31-80(B) (as amended) and the applicable Tax Enabling Ordinance or State Statute. This limitation on New Taxes shall not include site-specific project mitigation associated with specific projects that are within the jurisdiction of the Town and allowed under the appropriate Development Standards Ordinance applicable to Jones Tract. For a period of seven (7) years from the date hereof, in the event the Town establishes any New Taxes within Jones Estate in accordance with S.C. Code §6-31-80(B) (as amended) and the applicable Tax Enabling Ordinance or State Statute, the

amount of any such New Taxes shall be offset (the "Offset") against the MIDFs, thereby reducing the Nine Hundred and 00/100 ($900.00) Dollars per Residential Dwelling Unit MIDF by the amount of the per unit or per lot New Taxes. Provided however, the Offset shall not apply to any tax levied under a Municipal Tax District so long as the tax does not exceed Seventy Five and 00/100 ($75.00) per residential lot per year. In the event the Town enacts New Taxes during the seven (7) year period, the combination of such New Taxes and MIDF's will be guaranteed to be no greater than $1,659,600.00 Dollars over the seven (7) year period. The above described Developers shall use best efforts to cooperate with the Town with regard to the establishment of any tax increment financing districts that include Jones Estate property and other undeveloped portions of nearby properties within the Town to be served by the improvements funded by such tax increment financing district.

The Town, and the above described Developers, specifically agree that the aforementioned agreements, restrictions, donations, grants and MIDFs, shall serve as mitigation assistance for the greater Bluffton area for present and future traffic infrastructure impacts within the Town arising as a result of the development of Jones Tract. Notwithstanding any other provisions to the contrary, if any, contained in the Development Agreements, from and after the date hereof, the Town may impose, request, legislate, or demand, directly or indirectly (through ordinance, regulation, emergency regulation, or Development Standards), any further conditions, limitations, slow-down or other infrastructure or traffic related permit controls, or any other restrictions relative to the timing or issuance of development or building permits for development within the Exhibit A property, including any limitations or restrictions on the issuance of development or building permits based on differences between the actual pace of development and the Development Schedules attached to the respective Development Agreements, only if enacted pursuant to and in accordance with S.C. Code §6-31-80(B) and (C) (as amended). Subject only to the Development Standards as contained within the Development Agreements, and to S.C. Code §6-31-80(B) and (C) (as amended), the above described developers (their affiliates, subsidiaries, successors and assigns), shall have the unrestricted (subject only to the terms contained herein) right to develop One Thousand Eight Hundred Forty Four (1,844) residential dwelling units in the Exhibit A property

J. Road Construction Assurance. The undersigned are hereby making the dedications and financial contributions, as set forth herein, in return for the assurances contained herein that development of the Exhibit A property may continue, uninterrupted, according to the provisions of

the Jones Estate Concept Plan and Development Agreement, as previously and hereby amended. It is essential, however, to the Town, the undersigned, and the general public, that road improvements to include the construction of Bluffton Parkway (from Buckwalter Parkway to Highway 170), and other needed infrastructure, be commenced and completed in the immediate future to accommodate the development allowed hereunder. The Town agrees to use its best efforts to achieve such results as soon as possible, and to use the funding sources provided hereunder to accomplish such results, as a first priority, as soon as possible. In the event that the Town is unable to achieve a definite and funded financing plan, either singly or with other governmental entities, on or before 12 months from the date hereof, the $900.00 MIDF shall terminate and all MIDF funds previously collected hereunder will be refunded to the appropriate undersigned party. The Town shall hold the funds in trust for this purpose and keep accurate account of all funds received and from whom. The Town consents and agrees to this provision, and all parties hereto agree to work in good faith together to achieve the purposes of this Amendment.

6. Additional Density Allowance. In consideration of the agreements, concessions and contributions hereunder, including the $500,000.00 Capital Contribution and the Bluffton Parkway Extension dedication, the Town agrees that an additional 194 residential units will be allowed to Developer in association with the Cypress Ridge development plan, which has previously been recommended for approval by the Planning Commission for a total of 1650 residential units, which includes base density of 1450 originally assigned to Shubrick Lake for the 1412 acre tract, plus 79 units transferred by right to the property, plus an additional 121 units allowed as approved by the Planning Commission as a discretionary transfer to the property. The base density and transfer density previously approved by the Planning Commission are all allowed under the original Jones Estate density allocation and transfer rules. This present allowance of an additional 194 residential units is an increase to the original density allowance of the Jones Estate Concept Plan, specifically designated for the Shubrick Lake (Exhibit A) property. To protect the more environmentally sensitive southern and western part of the property, and to provide sufficient density within walking distance to support the commercial village area, the Developer agrees that at least 70 percent of the additional density granted hereunder (194 units), and as approved for discretionary transfer by the Planning Commission previously (121 units), shall be developed in the Mill Creek area of the Master Plan, and at least 44 of these additional units shall be developed within the commercial village itself. With respect to the fifty (50) additional units which may be

potentially added to the Cypress Ridge golf community, Developer shall demonstrate at the time of development plan submittal that the additional units do not adversely affect the environmental protection afforded under the Master Plan, do not increase road infrastructure within the community, do not decrease open space, and do not reduce any wetland setback or buffer. In order to facilitate development of the minimum 44 units within the commercial area, and in order to encourage more of the density to be developed within the commercial area, at Developer's discretion, the Town agrees that up to three stories of residential may be constructed over one floor of parking or over one floor of commercial within the commercial area. Provided however, within the commercial area, Developer shall comply with the fifty (50) foot height limitation imposed upon commercial development. Furthermore, the Town and Developer agree that none of the three hundred fifteen (315) additional residential units allowed hereunder may be transferred in the future to any property outside of the Shubrick Lake tract, so that any such density not utilized in Shubrick Lake shall be lost and ineligible for future transfer.

7. Miscellaneous. Except as expressly modified hereby, and as previously modified of record, the Development Agreement and Concept Plan for the Jones Estate Tract shall continue in full force and effect. By its signature below, Owner consents to this Amendment to the Development Agreement and to the amendment of the Concept Plan to include the Bluffton Parkway Extension public roadway as depicted on Exhibit "B" hereto.

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

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the day and year first above written.

NEW RIVER FARMS, L.P.,
a Georgia limited partnership

By: **JQUAD, INC.**, its General Partner

By: _____
Name Printed: Wm. Jarell Jones
Its: President

Signed, sealed and delivered
in the presence of:

_____

_____

STATE OF Georgia)
)
COUNTY OF Bulloch)

ACKNOWLEDGMENT

The undersigned notary public does hereby certify that Wm. Jarell Jones, as President of JQUAD, Inc., General Partner of New River Farms, L.P., a Georgia limited partnership, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 21st day of July, 2005.

GLENDA L. FAIL
NOTARY
Comm. Exp.
1/06/08
PUBLIC
BULLOCH COUNTY, GA.

_____
Notary Public for Georgia
My commission expires 1-6-08

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the day and year first above written.

HOLLY BRANCH FARMS, LLLP,
a Georgia limited liability limited partnership

By: W. Romaine Bradford
Name Printed: W. Romaine Bradford
Its: General Partner

Signed, sealed and delivered
in the presence of:

Margaret K Collins

STATE OF Georgia)
) **ACKNOWLEDGMENT**
COUNTY OF Bulloch)

The undersigned notary public does hereby certify that W. Romaine Bradford, as General Partner of Holly Branch Farms, LLPP, a Georgia limited liability limited partnership, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 20th day of July, 2005.

GLENDA L. FAIL NOTARY PUBLIC Comm. Exp. 1/06/08 BULLOCH COUNTY, GA.

Glenda L. Fail
Notary Public for Georgia
My commission expires 1-6-08

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the day and year first above written.

JONES AND ASSOCIATES LIMITED PARTNERSHIP,
a South Carolina limited partnership

By: _____
Name Printed: Cyril J. Jones
Its: General Partner

Signed, sealed and delivered
in the presence of:

_____

_____

STATE OF Georgia)
COUNTY OF Bulloch)

ACKNOWLEDGMENT

The undersigned notary public does hereby certify that Cyril J. Jones, as General Partner of Jones and Associates Limited Partnership, a South Carolina limited partnership, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 21st day of July, 2005.

GLENDA L. FAIL NOTARY PUBLIC Comm. Exp. 1/06/08 BULLOCH COUNTY, GA.

_____
Notary Public for Georgia
My commission expires 1-6-08

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the day and year first above written.

THE BARBARA J. BAILEY LIMITED PARTNERSHIP,
a South Carolina limited partnership

By: Barbara J. Bailey
Name Printed: Barbara J. Bailey
Its: General Partner

Signed, sealed and delivered
in the presence of:

Margaret K Collins

STATE OF Georgia)
) **ACKNOWLEDGMENT**
COUNTY OF Bulloch)

The undersigned notary public does hereby certify that Barbara J. Bailey, as General Partner of The Barbara J. Bailey Limited Partnership, a South Carolina limited partnership, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 21st day of July, 2005.

GLENDA L. FAIL
NOTARY PUBLIC
Comm. Exp. 1/06/08
BULLOCH COUNTY, GA.

Glenda L. Fail
Notary Public for Georgia
My commission expires 1-6-08

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the day and year first above written.

Dorothy R. Zetterower

Signed, sealed and delivered
in the presence of:

STATE OF Georgia)
) **ACKNOWLEDGMENT**
COUNTY OF Bulloch)

The undersigned notary public does hereby certify that Dorothy R. Zetterower personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 21st day of July, 2005.

GLENDA L. FAIL NOTARY PUBLIC BULLOCH COUNTY, GA. Comm. Exp. 1-6-08

Glenda L. Fail
Notary Public for Georgia
My commission expires 1-6-08

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the day and year first above written.

Christopher C. Ryals

Signed, sealed and delivered
in the presence of:

STATE OF Georgia)
) **ACKNOWLEDGMENT**
COUNTY OF Bulloch)

The undersigned notary public does hereby certify that Christopher C. Ryals personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 21st day of July, 2005.

GLENDA L. FAIL NOTARY PUBLIC Comm. Exp. 1/03/08 BULLOCH COUNTY, GA.

Glenda L. Fail
Notary Public for Georgia
My commission expires 1-6-08

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the day and year first above written.

Lillian R. Stephenson

Lillian R. Stephenson

Signed, sealed and delivered
in the presence of:

STATE OF Georgia)
) **ACKNOWLEDGMENT**
COUNTY OF Bulloch)

The undersigned notary public does hereby certify that Lillian R. Stephenson personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 21st day of July, 2005.

GLENDA L. FAIL NOTARY PUBLIC BULLOCH COUNTY, GA. COMM. EXP. 1/06/08

Glenda L. Fail
Notary Public for Georgia
My commission expires 1-6-08

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the day and year first above written.

MAGNOLIA RESIDENTIAL INVESTORS, LLC,
a South Carolina limited liability company

By: Rudolph Moore Properties, LLC, Its Manager

By: Herman A. Moore III
Name Printed: Herman A. Moore, III
Its: Manager

Signed, sealed and delivered
in the presence of:

[signature]

[signature]

STATE OF N.C.)
)
COUNTY OF Gaston)

ACKNOWLEDGMENT

The undersigned notary public does hereby certify that Herman A. Moore, III, as Manager of Rudolph Moore Properties, LLC, Manager of Magnolia Residential Investors, LLC, a South Carolina limited liability company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 25 day of July, 2005.

[signature]
Notary Public for Gaston County/North Carolina
My commission expires 5-6-06

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the day and year first above written.

D.R. HORTON, INC.
a Delaware corporation

By: _____
Name Printed: Ronald K. Bunner
Its: Assistant Division President

Signed, sealed and delivered
in the presence of:

_____

_____

STATE OF South Carolina)
COUNTY OF Beaufort)

ACKNOWLEDGMENT

The undersigned notary public does hereby certify that Ronald K. Bunner, as Assistant Division President of D.R. Horton, Inc., a Delaware corporation, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 15th day of August, 2005.

_____
Notary Public for South Carolina
My commission expires _____

GINA M RAYMOND
STATE OF SOUTH CAROLINA
MY COMMISSION EXPIRES OCTOBER 28, 2012

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the day and year first above written.

TOWN OF BLUFFTON
a South Carolina municipality

By: _____

Name Printed: JOSHUA LANGE MARTIN
Its: TOWN MANAGER

Signed, sealed and delivered
in the presence of:

_____

_____

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

The undersigned notary public does hereby certify that JOSHUA LANGE MARTIN, as TOWN MANAGER of the Town of Bluffton, a South Carolina municipality, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 15th day of August, 2005.

_____
Notary Public for _____
My commission expires 10/[illegible]/2014

EXHIBIT A
PROPERTY DESCRIPTION

Lands of NEW RIVER FARMS, L.P., a Georgia limited partnership, HOLLY BRANCH FARMS, LLLP, a Georgia limited liability limited partnership, JONES AND ASSOCIATES LIMITED PARTNERSHIP, a South Carolina limited partnership, THE BARBARA J. BAILEY LIMITED PARTNERSHIP, a South Carolina limited partnership, DOROTHY R. ZETTEROWER, CHRISTOPHER C. RYALS and LILLIAN R. STEPHENSON (collectively, the "Jones Family" or "Owner") To Be Subject To New Development Fees Pursuant To An Amendment Of The Jones Estate Development Agreement

All that certain piece, parcel or tract of land situate, lying and being in Bluffton Township, Beaufort County, South Carolina, containing 1,412.19 acres, more or less, shown as **SHUBRICK LAKE** and being more particularly described on a plat of the Jones Estate prepared for New River Farms, L.P., et al. by James M. Anderson, SC RLS #9213, dated February 8, 2000, and recorded on July 24, 2000, in the Office of the Register of Deeds for Beaufort County, South Carolina, in Plat Book 75 at Page 93.

EXCLUDING:

All that certain piece, parcel or tract of land situate, lying and being in Bluffton Township, Beaufort County, South Carolina, containing 300.0 acres, more or less, located in the **SHUBRICK LAKE TRACT** and being more particularly shown on the plat thereof prepared by James M. Anderson, SC RLS #9213, dated June 26, 2000, and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Plat Book 75 at Page 94.

ALSO EXCLUDING:

All that certain piece, parcel or tract of land situate, lying and being in Bluffton Township, Beaufort County, South Carolina, containing 200.0 acres, more or less, located in the **SHUBRICK LAKE TRACT** and being more particularly shown on the plat thereof prepared by James M. Anderson, SC RLS #9213, dated May 28, 2002, and recorded July 3, 2002, in the Office of the Register of Deeds for Beaufort County, South Carolina, in Plat Book 87 at Page 194.

ALSO EXCLUDING:

All that certain piece, parcel or tract of land situate, lying and being in Bluffton Township, Beaufort County, South Carolina, containing 300.0 acres, more or less, located in the **SHUBRICK LAKE TRACT** and being more particularly shown on the plat thereof prepared by Boyce L. Young, SC RLS # 11079, dated June 14, 2004, and recorded June 15, 2004, in the Office of the Register of Deeds for Beaufort County, South Carolina, in Plat Book 100 at Page 10.

Associated with the above described properties are Six Hundred Twenty Nine (629) residential dwelling units and Thirteen and 1/100th (13.01) acres of commercial development rights. All of these residential dwelling units and commercial development rights, as well as the above described properties, are under contract to purchase by D. R. Horton, Inc.

Lands Of Magnolia Residential Investors, LLC To Be Subject To New Development Fees Pursuant To An Amendment Of The Jones Estate Development Agreement

All that certain piece, parcel or tract of land situate, lying and being in Bluffton Township, Beaufort County, South Carolina, containing 300.0 acres, more or less, located in the **SHUBRICK LAKE TRACT** and being more particularly shown on the plat thereof prepared by James M. Anderson, SC RLS #9213, dated June 26, 2000, and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Plat Book 75 at Page 94.

ALSO INCLUDING:

All that certain piece, parcel or tract of land situate, lying and being in Bluffton Township, Beaufort County, South Carolina, containing 200.0 acres, more or less, located in the **SHUBRICK LAKE TRACT** and being more particularly shown on the plat thereof prepared by James M. Anderson, SC RLS #9213, dated May 28, 2002, and recorded July 3, 2002, in the Office of the Register of Deeds for Beaufort County, South Carolina, in Plat Book 87 at Page 194.

EXCLUDING:

All that certain piece, parcel or tract of land situate, lying and being in Bluffton Township, Beaufort County, South Carolina, containing 201.038 acres, more or less, located in the **SHUBRICK LAKE TRACT** and being more particularly shown on the plat thereof prepared by Boyce L. Young, SC RLS # 11079, dated JANUARY 10, 2005, and recorded JANUARY 11, 2005, in the Office of the Register of Deeds for Beaufort County, South Carolina, in Plat Book 103 at Page 199.

ALSO EXCLUDING:

All that certain piece, parcel or tract of land situate, lying and being in Bluffton Township, Beaufort County, South Carolina, containing 1.56 acres, more or less, located in the **SHUBRICK LAKE TRACT** and being more particularly described as **CORRIDOR B** on a plat of A **120 FOOT CORRIDOR ACROSS LANDS OF DR HORTON INC. AND MAGNOLIA RESIDENTIAL INVESTORS, LLC** prepared by Boyce L. Young, SC RLS # 11079, dated May 16, 2005, and recorded May 18, 2005, in the Office of the Register of Deeds for Beaufort County, South Carolina, in Plat Book 106 at Page 132.

ALSO EXCLUDING:

All that certain piece, parcel or tract of land situate, lying and being in Bluffton Township, Beaufort County, South Carolina, containing 11.36 acres, more or less, located in the **SHUBRICK LAKE TRACT** and being more particularly described as **CORRIDOR C** on a plat of **A 120 FOOT CORRIDOR ACROSS LANDS OF DR HORTON INC. AND MAGNOLIA RESIDENTIAL INVESTORS, LLC** prepared by Boyce L. Young, SC RLS # 11079, dated May 16, 2005, and recorded May 18, 2005, in the Office of the Register of Deeds for Beaufort County, South Carolina, in Plat Book 106 at Page 132.

Associated with the above described properties are Two Hundred Ninety Four (294) residential dwelling units and Six and 8/100th (6.08) acres of commercial development rights. All of these residential dwelling units and commercial development rights, as well as the above described properties, are under contract to purchase by D. R. Horton, Inc.

Lands of D. R. Horton, Inc. To Be Subject To New Development Fees Pursuant To An Amendment Of The Jones Estate Development Agreement

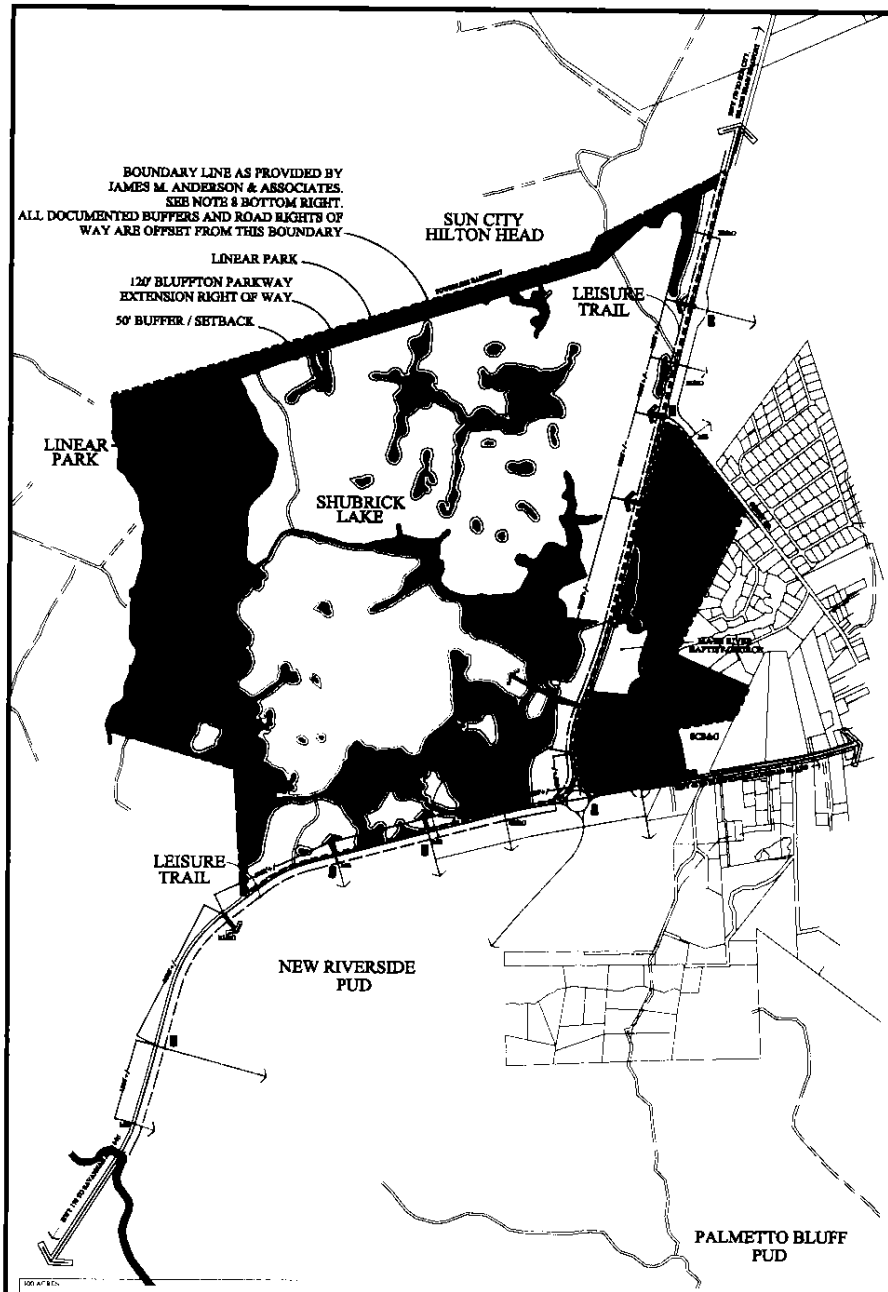
All that certain piece, parcel or tract of land situate, lying and being in Bluffton Township, Beaufort County, South Carolina, containing 300.0 acres, more or less, located in the **SHUBRICK LAKE TRACT** and being more particularly shown on the plat thereof prepared by Boyce L. Young, SC RLS # 11079, dated June 14, 2004, and recorded June 15, 2004, in the Office of the Register of Deeds for Beaufort County, South Carolina, in Plat Book 100 at Page 10.

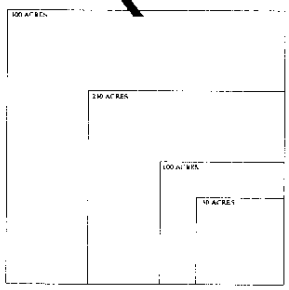
ALSO INCLUDING:

All that certain piece, parcel or tract of land situate, lying and being in Bluffton Township, Beaufort County, South Carolina, containing 201.038 acres, more or less, located in the **SHUBRICK LAKE TRACT** and being more particularly shown on the plat thereof prepared by Boyce L. Young, SC RLS # 11079, dated JANUARY 10, 2005, and recorded JANUARY 11, 2005, in the Office of the Register of Deeds for Beaufort County, South Carolina, in Plat Book 103 at Page 199.

ALSO INCLUDING:

All that certain piece, parcel or tract of land situate, lying and being in Bluffton Township, Beaufort County, South Carolina, containing 1.56 acres, more or less, located in the **SHUBRICK LAKE TRACT** and being more particularly described as **CORRIDOR B** on a plat of **A 120 FOOT CORRIDOR ACROSS LANDS OF DR HORTON INC. AND MAGNOLIA RESIDENTIAL INVESTORS, LLC** prepared by Boyce L. Young, SC RLS # 11079, dated May 16, 2005, and recorded May 18, 2005, in the Office of the Register of Deeds for Beaufort County, South Carolina, in Plat Book 106 at Page 132.





DEVELOPMENT SUMMARY

DENSITY SUMMARIES:

LAND USE TRACT	TOTAL (ACRES)	DWELLING UNITS (DU)	D.U. / ACRE	COMMERCIAL (ACRES)
SHUBRICK LAKE TRACT	+1187 AC	1864 DU	+1.5 DU/AC	+40 AC
CHURCH POINT TRACT	+209 AC	594 DU	+2.8 DU/AC	+120 AC
GREAT SWAMP TRACT	+231 AC	- - -	- - -	- - -
BLUFFTON PARKWAY EXTENSION R.O.W.	+25 AC	- - -	- - -	- - -
LINEAR PARK	+33 AC	- - -	- - -	- - -
TOTALS	+1685 AC	2458 DU		+160 AC

UNIT TRANSFER/PURCHASE/INCREASE SUMMARIES*:

LAND USE TRACT	DWELLING UNITS (DU)
SHUBRICK LAKE TRACT (ORIGINAL JONES PUD)	1490 DU
UNIT TRANSFER FROM CHURCH POINT TRACT	+79 DU
UNIT PURCHASE FROM CHURCH POINT TRACT	+121 DU
ADDITIONAL UNITS APPROVED BY TOWN COUNCIL APRIL 13, 2005	+194 DU
SHUBRICK LAKE TRACT (TOTAL)	1864 DU
CHURCH POINT TRACT (ORIGINAL JONES PUD)	794 DU
UNIT TRANSFER TO SHUBRICK LAKE TRACT	-79 DU
UNITS SOLD TO SHUBRICK LAKE TRACT	-121 DU
CHURCH POINT TRACT (TOTAL)	594 DU

*THIS AMENDMENT TO THE DEVELOPMENT AGREEMENT AND CONCEPT PLAN APPROVED APRIL 13, 2005 FOR FURTHER DETAILS

MAXIMUM ALLOWED DENSITY:

SINGLE FAMILY RESIDENTIAL 8 DU/AC

MULTI FAMILY RESIDENTIAL 16 DU/AC

HOTEL / INN / BED AND BREAKFAST / FRACTIONAL OWNERSHIP / TIME SHARING / INSTITUTIONAL / CIVIC PROPERTIES OR GUEST HOUSES SHALL NOT HAVE A SPECIFIED DWELLING UNIT PER ACRE MAXIMUM

MAXIMUM DWELLING UNITS

DU COUNT SHALL NOT EXCEED 2,458 DU

SEE DEVELOPMENT SUMMARY NOTE 3 BELOW FOR COMMERCIAL TO RESIDENTIAL CONVERSION AND NOTE 2 BELOW FOR RESIDENTIAL TO COMMERCIAL CONVERSION

ACREAGE SUMMARIES:

LAND USE TRACT	DEVELOPMENT (ACRES)	WETLANDS (ACRES)	TOTAL (ACRES)
SHUBRICK LAKE TRACT	+1114 AC	+272 AC	+1187 AC
CHURCH POINT TRACT	+206 AC	+3 AC	+209 AC
GREAT SWAMP TRACT	+5 AC	+226 AC	+231 AC
BLUFFTON PARKWAY EXTENSION R.O.W.	+20 AC	+5 AC	+25 AC
LINEAR PARK	+27 AC	+6 AC	+33 AC
TOTAL ACRES	+1372 AC	+512 AC	+1685 AC

LEGEND

- PLANNING TRACT RESIDENTIAL COMMUNITY
- PLANNING TRACT MIXED USE COMMUNITY
- WETLANDS
- ANNEXATION LIMITS
- 120' BLUFFTON PARKWAY EXTENSION RIGHT OF WAY
- PUBLIC PARK/LINEAR PARK
- 50' ROW BUFFER / SETBACK
- LAND USE TRACT LIMITS
- EXISTING ROAD
- CONCEPTUAL SECONDARY ROAD SYSTEM / ACCESS POINTS
- LEISURE TRAIL

ACCESS POINT STANDARDS

- POTENTIAL TRAFFIC SIGNAL LOCATION 2600' (+/- 200') MIN. SEPARATION EXCEPT AS SHOWN ON PLANS
- RIGHT IN / RIGHT OUT 800' MIN. SEPARATION BETWEEN TRAFFIC SIGNALS
- MB MEDIAN BREAK FULL INTERSECTION

REFER TO CONCEPT PLAN DOCUMENT ATTACHMENT 1, BLUFFTON ROAD MODIFICATIONS AND BLUFFTON ROAD. ALL ACCESS POINTS SHALL BE APPROVED BY THE BLUFFTON PLANNING COMMISSION

COMMUNITY RIVER ACCESS SITES LEGEND

- TYPE "A" OLD RICE FIELD DOCKS
- TYPE "B" NEW RIVER ACCESS SITE (CANOES/KAYAKS)

RIVER ACCESS NOTES

1. REFER TO THE COMMUNITY RIVER ACCESS SITE SECTION OF THE JONES ESTATE PUD DOCUMENT FOR SPECIFICS ON THE RIVER AND RICE FIELD ACCESS SITES.
2. VISUAL RIVER AND RICE FIELD SITE LOCATIONS SHALL REMAIN FLEXIBLE TO ACCOMMODATE SURVEYED RIVER AND CREEK LOCATIONS, SPECIFIC SOIL CONDITIONS, ENVIRONMENTAL CONCERNS AND OTHER CONSTRAINTS WITH THE EXACT LOCATION OF THE ACCESS SITES BEING DETERMINED AT THE TIME OF INITIAL MASTER PLAN SUBMITTAL.

NOTES FOR DEVELOPMENT SUMMARY:

1. DENSITY ALLOCATIONS ARE SUBJECT TO CHANGE IN ACCORDANCE WITH THE JONES ESTATE PLANNED UNIT DEVELOPMENT DISTRICT DOCUMENT. AT NO TIME MAY THE MAXIMUM DENSITY EXCEED 2458 DWELLING UNITS ASSIGNED TO THE JONES ESTATE PLANNED UNIT DEVELOPMENT DISTRICT DOCUMENT WITH THE EXCEPTION OF AN 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 1,000 DWELLING UNITS SHALL BE PLACED ON THE COMMERCIAL TO RESIDENTIAL CONVERSION. THE 1000 RESIDENTIAL UNITS SHALL BE IN ADDITION TO THE 2458 RESIDENTIAL UNITS ALLOWED BY THE PUD.

2. THE OWNER OR DEVELOPER SHALL HAVE THE RIGHT TO CONVERT RESIDENTIAL DENSITY TO COMMERCIAL OR PER SHUBRICK COMMERCIAL ACREAGE. FOUR (4) DWELLING UNITS SHALL BE CONVERTIBLE TO ONE (1) ACRE OF COMMERCIAL DEVELOPMENT. A CAP OF 100 ACRES SHALL BE PLACED ON THE RESIDENTIAL TO COMMERCIAL CONVERSION, PROVIDED THAT THE TOTAL COMMERCIAL ACREAGE CANNOT EXCEED 400 ACRES.

3. 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 JONES ESTATE PLANNED UNIT DEVELOPMENT.

4. WETLANDS INDICATED ON THIS LAND USE MASTER PLAN ARE APPROXIMATE AND BASED ON AN ANALYSIS OF SOILS, VEGETATION, TOPOGRAPHY, AND AERIAL PHOTOGRAPHY.

5. THE DEVELOPMENT SUMMARY IS NOT THE COMPREHENSIVE LISTING OF ALL ALLOWABLE LAND USES ALLOWED IN THE JONES ESTATE PLANNED UNIT DEVELOPMENT DISTRICT. SEE THE JONES ESTATE PLANNED UNIT DEVELOPMENT DISTRICT DOCUMENT THAT ACCOMPANIES THIS PLAN FOR A COMPREHENSIVE LISTING OF ALL ALLOWED LAND USES.

6. BASE INFORMATION (RIVERS, CREEKS, TOPOGRAPHY, ROADS, ETC.) WAS GENERATED FROM THE USGS PROJ:BARRPOLES QUADRANGLE SHEET.

7. A 15' LEISURE TRAIL EASEMENT SHALL BE LOCATED IN THE 50' BUFFER AND/OR ROAD RIGHT OF WAY ON HIGHWAY 170, 46 AND THE EASTWEST CONNECTOR AS INDICATED ON THE CONCEPT MASTER PLAN. A 20' UTILITY EASEMENT SHALL BE ALLOWED WITHIN THE 15' LEISURE TRAIL EASEMENT.

8. THE NEW RIVER TRAIL / LINEAR PARK PLAT BEGINNING SHOWN IS BASED ON THE PLAT PROVIDED BY JAMES M. ANDERSON & ASSOCIATES REGISTERED LAND SURVEYORS. THE PLAT DATED FEBRUARY 8, 2000 WAS CARVED OUT OF PROPERTY OBTAINED BY DEED BOOK 46, PAGE 29, A.R.A. TAX MAP PIN # 600 028 000 0001 0000. THE 120' BLUFFTON PARKWAY EXTENSION RIGHT OF WAY IS OFFSET 120' FROM THE NORTHERN BOUNDARY OF THE ABOVE MENTIONED LINEAR PARK PLAT AND +/- 1390' OF THE EASTERN PORTION OF THE SHUBRICK LAKE NORTHERN BOUNDARY THAT IS NOT ADJACENT TO THE LINEAR PARK.

FINAL
CONCEPTUAL LAND USE PLAN
FOR:
JONES ESTATE
PLANNED UNIT DEVELOPMENT

PREPARED BY:

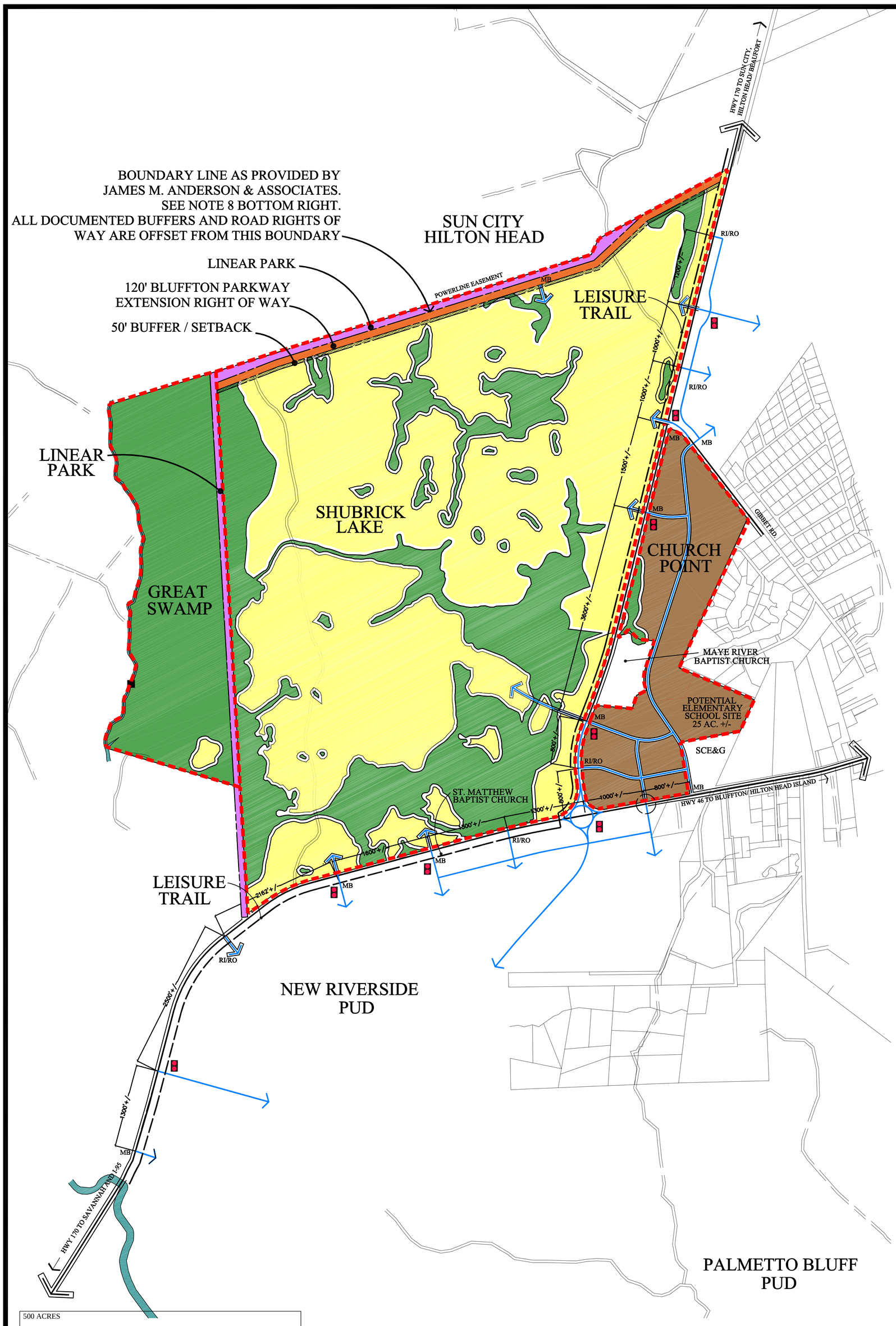
J. K. TILLER ASSOCIATES, INC.
LAND PLANNING — LANDSCAPE ARCHITECTURE
710 THEBAUT COLONY DRIVE - SUITE 101 - BLUFFTON, SC 29910

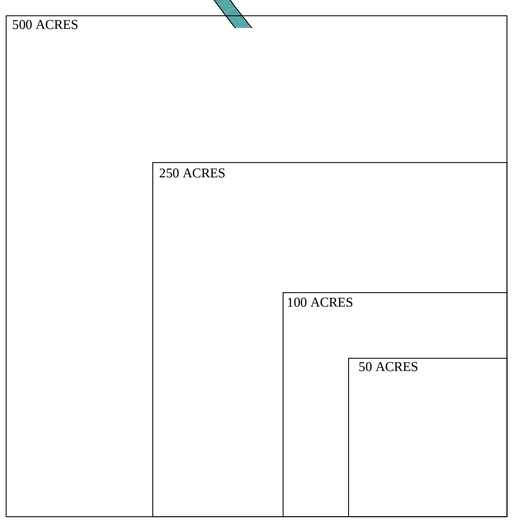
Wood+Partners Inc. WPi
Landscape Architecture Land Planners

DEMINOR AND ASSOCIATES, INC.
engineers · planners · surveyors
P.O. BOX 381
BLUFFTON, SOUTH CAROLINA 29910

0 400' 800' 1600' 2400' 3200'
NORTH

DATE: APRIL 19, 2000
REVISED: JUNE, 20 2000
REVISED: APRIL 13, 2005
REVISED: DECEMBER 12, 2004





DEVELOPMENT SUMMARY

DENSITY SUMMARIES:

LAND USE TRACT	TOTAL (ACRES)	DWELLING UNITS (D.U.)	D.U. / ACRE	COMMERCIAL (ACRES)
SHUBRICK LAKE TRACT	±1387 AC	1844 DU	±1.3 DU/AC	±30 AC
CHURCH POINT TRACT	±209 AC	594 DU	±2.8 DU/AC	±120 AC
GREAT SWAMP TRACT	±231 AC	- - -	- - -	- - -
BUCKWALTER PARKWAY EXTENSION R.O.W.	±25 AC	- - -	- - -	- - -
LINEAR PARK	±33 AC	- - -	- - -	- - -
TOTALS	±1885 AC	2438 DU		±150 AC

UNIT TRANSFER/PURCHASE/INCREASE SUMMARIES*:

LAND USE TRACT	DWELLING UNITS (D.U.)
SHUBRICK LAKE TRACT (ORIGINAL JONES PUD)	1450 DU
UNIT TRANSFER FROM CHURCH POINT TRACT	+79 DU
UNIT PURCHASE FROM CHURCH POINT TRACT	+121 DU
ADDITIONAL UNITS APPROVED BY TOWN COUNCIL APRIL 13, 2005	+194 DU
SHUBRICK LAKE TRACT (TOTAL)	1844 DU
CHURCH POINT TRACT (ORIGINAL JONES PUD)	794 DU
UNIT TRANSFER TO SHUBRICK LAKE TRACT	-79 DU
UNITS SOLD TO SHUBRICK LAKE TRACT	-121 DU
CHURCH POINT TRACT (TOTAL)	594 DU

*SEE AMENDMENT TO THE DEVELOPMENT AGREEMENT AND CONCEPT PLAN APPROVED APRIL 13, 2005 FOR FURTHER DETAILS

MAXIMUM ALLOWED DENSITY:

SINGLE FAMILY RESIDENTIAL 8 DU/AC

MULTIFAMILY RESIDENTIAL 16 DU/AC

HOTEL / INN / BED AND BREAKFAST / FRACTIONAL OWNERSHIP / TIME SHARING / INSTITUTIONAL / CIVIC PROPERTIES OR GUEST HOUSES SHALL NOT HAVE A SPECIFIED DWELLING UNIT PER ACRE MAXIMUM.

MAXIMUM DWELLING UNITS:

DU COUNT SHALL NOT EXCEED 2,438 DU

SEE DEVELOPMENT SUMMARY NOTE 1 BELOW FOR COMMERCIAL TO RESIDENTIAL CONVERSION AND NOTE 2 BELOW FOR RESIDENTIAL TO COMMERCIAL CONVERSION.

ACREAGE SUMMARIES:

LAND USE TRACT	DEVELOPMENT (ACRES)	WETLANDS (ACRES)	TOTAL (ACRES)
SHUBRICK LAKE TRACT	±1115 AC	±272 AC	±1387 AC
CHURCH POINT TRACT	±204 AC	±5 AC	±209 AC
GREAT SWAMP TRACT	±0 AC	±231 AC	±231 AC
BLUFFTON PARKWAY EXTENSION R.O.W.	±20 AC	±5 AC	±25 AC
LINEAR PARK	±33 AC	±0 AC	±33 AC
TOTAL ACRES	±1372 AC	±513 AC	±1885 AC

LEGEND

- PLANNING TRACT RESIDENTIAL COMMUNITY
- PLANNING TRACT MIXED USE COMMUNITY
- WETLANDS
- ANNEXATION LIMITS
- 120' BLUFFTON PARKWAY EXTENSION RIGHT OF WAY
- PUBLIC PARK/LINEAR PARK
- 50' ROW BUFFER / SETBACK
- LAND USE TRACT LIMITS
- EXISTING ROAD
- CONCEPTUAL SECONDARY ROAD SYSTEM / ACCESS POINTS
- LEISURE TRAIL

ACCESS POINT STANDARDS

- POTENTIAL TRAFFIC SIGNAL LOCATION 2640' (+/- 200') MIN. SEPARATION EXCEPT AS SHOWN ON PLANS
- RI/RO — RIGHT IN / RIGHT OUT 800' MIN. SEPARATION BETWEEN TRAFFIC SIGINALS
- MB — MEDIAN BREAK FULL INTERSECTION

REFER TO CONCEPT PLAN DOCUMENT ATTACHMENT 1, BLUFFTON HCOD MODIFICATIONS AND BLUFFTON HCOD. ALL ACCESS POINTS SHALL BE APPROVED BY THE BLUFFTON PLANNING COMMISSION.

COMMUNITY RIVER ACCESS SITES LEGEND

- TYPE "A" OLD RICE FIELD DOCKS
- TYPE "B" NEW RIVER ACCESS SITE (CANOES/KAYAKS)

RIVER ACCESS NOTES

1. REFER TO THE COMMUNITY RIVER ACCESS SITE SECTION OF THE JONES ESTATE PUD DOCUMENT FOR SPECIFICS ON THE RIVER AND RICE FIELD ACCESS SITES.
2. FINAL RIVER AND RICE FIELD SITE LOCATIONS SHALL REMAIN FLEXIBLE TO ACCOMMODATE SURVEYED RIVER AND CREEK LOCATIONS, SPECIFIC SOIL CONDITIONS, ENVIRONMENTAL CONCERNS AND OTHER CONSTRAINTS WITH THE EXACT LOCATION OF THE ACCESS SITES BEING DETERMINED AT THE TIME OF INITIAL MASTER PLAN SUBMITTAL.

NOTES FOR DEVELOPMENT SUMMARY:

1. DENSITY ALLOCATIONS ARE SUBJECT TO CHANGE IN ACCORDANCE WITH THE JONES ESTATE PLANNED UNIT DEVELOPMENT DISTRICT DOCUMENT. AT NO TIME MAY THE MAXIMUM DENSITY EXCEED 2438 DWELLING UNITS AS STATED IN THE JONES ESTATE PLANNED UNIT DEVELOPMENT DISTRICT DOCUMENT WITH THE EXCEPTION OF AN 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 1,000 DWELLING UNITS SHALL BE PLACED ON THE COMMERCIAL TO RESIDENTIAL CONVERSION, THE 1000 RESIDENTIAL UNITS SHALL BE IN ADDITION TO THE 2438 RESIDENTIAL UNITS ALLOWED BY THE PUD.

2. THE OWNER OR DEVELOPER SHALL HAVE THE RIGHT TO CONVERT RESIDENTIAL DENSITY TO COMMERCIAL OR NEIGHBORHOOD COMMERCIAL ACREAGE. FOUR (4) DWELLING UNITS SHALL BE CONVERTIBLE TO ONE (1) ACRE OF COMMERCIAL DEVELOPMENT. A CAP OF 100 ACRES SHALL BE PLACED ON THE RESIDENTIAL TO COMMERCIAL CONVERSION, PROVIDED THAT THE TOTAL COMMERCIAL ACREAGE CANNOT EXCEED 400 ACRES.

3. 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 JONES ESTATE PLANNED UNIT DEVELOPMENT.

4. WETLANDS INDICATED ON THIS LAND USE MASTER PLAN ARE APPROXIMATE AND BASED ON AN ANALYSIS OF SOILS, VEGETATION, TOPOGRAPHY, AND AERIAL PHOTOGRAPHY.

5. THE 'DEVELOPMENT SUMMARY' IS NOT THE COMPREHENSIVE LISTING OF ALL ALLOWABLE LAND USES ALLOWED IN THE JONES ESTATE PLANNED UNIT DEVELOPMENT DISTRICT. SEE THE JONES ESTATE PLANNED UNIT DEVELOPMENT DISTRICT DOCUMENT THAT ACCOMPANIES THIS PLAN FOR A COMPREHENSIVE LISTING OF ALL ALLOWED LAND USES.

6. BASE INFORMATION (RIVERS, CREEKS, TOPOGRAPHY, ROADS, ETC.) WAS GENERATED FROM THE USGS PRITCHARDVILLE QUADRANGLE SHEET.

7. A 35' LEISURE TRAIL EASEMENT SHALL BE LOCATED IN THE 50' BUFFER AND/OR ROAD RIGHT OF WAY ON HIGHWAY 170, 46 AND THE EAST/WEST CONNECTOR AS INDICATED ON THIS CONCEPT MASTER PLAN. A 20' UTILITY EASEMENT SHALL BE ALLOWED WITHIN THE 35' LEISURE TRAIL EASEMENT.

8. THE NEW RIVER TRAIL ("LINEAR PARK") PLAT BOUNDARY SHOWN IS BASED ON THE PLAT PROVIDED BY JAMES M. ANDERSON & ASSOCIATES REGISTERED LAND SURVEYORS. THE PLAT DATED FEBRUARY 8, 2000 WAS CARVED OUT OF PROPERTY DESCRIBED IN DEED BOOK 68, PAGE 29, A.K.A. TAX MAP PIN # R 600 028 000 0002 0000. THE 120' BLUFFTON PARKWAY EXTENSTION RIGHT OF WAY IS OFFSET 120' FROM THE SOUTHERN BOUNDARY OF THE ABOVE MENTIONED LINEAR PARK PLAT AND +/- 1590' OF THE EASTERN PORTION OF THE SHUBRICK LAKE NORTHERN BOUNDARY THAT IS NOT ADJACENT TO THE LINEAR PARK.

FINAL

CONCEPTUAL LAND USE PLAN (EXHIBIT B)

FOR:

JONES ESTATE

PLANNED UNIT DEVELOPMENT

PREPARED BY:

J. K. TILLER ASSOCIATES, INC.
LAND PLANNING LANDSCAPE ARCHITECTURE
TEN PINCKNEY COLONY ROAD SUITE 101 BLUFFTON, SC 29909
Voice 843.815.4800 jktiller@jktiller.com Fax: 843.815.4802

Wood+Partners Inc. WPi
Landscape Architects
Land Planners

CONNOR AND ASSOCIATES, INC.
engineers •planners • surveyors
P.O. BOX 381
BLUFFTON, SOUTH CAROLINA 29910
PH (843) 837-5250 / FAX (843) 837-2558 / EMAIL connor@hargray.com

NORTH

0 400' 800' 1600' 2400' 3200'

DATE: APRIL 19, 2000
REVISED: JUNE, 20 2000 REVISED: APRIL 13, 2005
REVISED: DECEMBER 12, 2004

T:\Projects\20041210\dwgs\PUD\jones-pud1.dwg, 42x30 Exhibit B (pdf), 2/13/2006 2:56:46 PM

ALSO INCLUDING:

All that certain piece, parcel or tract of land situate, lying and being in Bluffton Township, Beaufort County, South Carolina, containing 11.36 acres, more or less, located in the **SHUBRICK LAKE TRACT** and being more particularly described as **CORRIDOR C** on a plat of **A 120 FOOT CORRIDOR ACROSS LANDS OF DR HORTON INC. AND MAGNOLIA RESIDENTIAL INVESTORS, LLC** prepared by Boyce L. Young, SC RLS # 11079, dated May 16, 2005, and recorded May 18, 2005, in the Office of the Register of Deeds for Beaufort County, South Carolina, in Plat Book 106 at Page 132.

Associated with the above described properties are Nine Hundred Twenty One (921) residential dwelling units and Ten and 91/100th (10.91) acres of commercial development rights. Five Hundred Twenty Seven (527) residential dwelling units were obtained in the acquisitions of the above described properties by D. R. Horton, Inc. Seventy Nine (79) residential dwelling units were transferred from the Church Point Planning Area of the Jones Family Estate into the Shubrick Lake Planning Area of the Jones Family Estate as allowed under the Jones Estate Development Agreement. One Hundred Twenty One (121) residential dwelling units were transferred from the Church Point Planning Area of the Jones Family Estate into the Shubrick Lake Planning Area of the Jones Family Estate as allowed in this Amendment To Development Agreement and Concept Plan for Jones Estate. One Hundred Ninety Four (194) residential dwelling units were added to the Shubrick Lake Planning Area as described in this Amendment to Development Agreement and Concept Plan for Jones Estate.