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REC'D BY P BAXLEY RCPT# 700987
RECORDING FEES 20.00

STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT

FOURTH AMENDMENT TO THE
NEW RIVERSIDE CONCEPT PLAN

THIS FOURTH AMENDMENT TO THE NEW RIVERSIDE CONCEPT PLAN dated this 16th day of January 2013, is entered into by and between NEW RIVERSIDE, LLC, a South Carolina limited liability company, and the TOWN OF BLUFFTON, SOUTH CAROLINA ("Town").

WITNESSETH:

WHEREAS, on or about November 23, 1998, a Development Agreement ("Palmetto Bluff Development Agreement") was entered into by and between Union Camp Corporation and the Town as authorized by Town Ordinance 1998-02 incident to the annexation and future development of certain real property including that tract generally known and described as the Palmetto Bluff Tract ("Palmetto Bluff Tract") and authorized by Town Ordinance 1998-02, which said Palmetto Bluff Development Agreement was recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Official Record Book 1113 at Page 1085; and

WHEREAS, on April 30, 1999, International Paper Company merged with Union Camp Corporation, a Virginia Corporation, in accordance with Articles of Merger on file with the Secretaries of State of New York and the Commonwealth of Virginia and pursuant to said Articles of Merger, International Paper Company is the "Surviving Corporation", as referenced in Section 33-11-106 of the South Carolina Code of Laws (1976) as amended;

WHEREAS, subsequent to the execution and recording of the Palmetto Bluff/Schultzs Development Agreement, International Paper Company conveyed all of its rights, title and interest in certain properties within Beaufort County, South Carolina to one or more of its subsidiaries or affiliates, including, Sustainable Forests L.L.C., a Delaware Limited Liability Company ("Sustainable Forests"), International Paper Realty Corporation, a Delaware

4100

Corporation (“IP Realty”), and S.P. Forests L.L.C., a Delaware Limited Liability Company (“S.P. Forests”), collectively the IP Entities (“IP Entities”); and

WHEREAS, on June 14, 1999, International Paper Company conveyed all of its rights, title and interest in the Palmetto Bluff Tract to SP Forests L.L.C., (“SP Forests”) through a Fee Simple Deed Without Warranties recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Official Record Book 1193 at Page 1842; and

WHEREAS, on March 14, 2001, SP Forests L.L.C conveyed certain rights and obligations under the Palmetto Bluff Development Agreement to Walcam Land Group, LLC, through Assignment of Rights recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Official Record Book 1394 at Page 1495; and

WHEREAS, on February 8, 2002, Walcam Land Group, LLC conveyed certain portions of the rights and obligations under the Palmetto Bluff Development Agreement to Palmetto Bluff, LLC, through Assignment of Rights recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Official Record Book 1541 at Page 1816; and

WHEREAS, on April 22, 2003, Palmetto Bluff, LLC conveyed certain portions of the rights and obligations under the Palmetto Bluff Development Agreement to Palmetto Bluff Uplands, LLC, through Assignment of Rights recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Official Record Book 1750 at Page 1483; and

WHEREAS, per the aforementioned conveyances, assignments and assumptions, Palmetto Bluff Development, LLC and Palmetto Bluff Uplands, LLC became the responsible party for certain obligations specified in Section IX.B (Palmetto Bluff Tract) of the Palmetto Bluff Development Agreement; and

WHEREAS, on the 21st day of June, 2000, a Development Agreement (“Jones Development Agreement”) was entered into by and between New River Farms, L.P., Holly Branch Farms, L.P., Jones Associates, Ltd., Barbara J. Bailey Limited Partnership, Dorothy R. Zetterower, Christopher C. Ryals and Lillian R. Stephenson (collectively, the “Jones Family”) and the Town incident to the annexation and future development of certain real property including that tract generally known and described as the Jones Estate Tract, as authorized by Town Ordinance 2000-09 and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Official Records Book 1315 at Page 1099; and

WHEREAS, on the 10th day of June, 2004, the Town adopted Ordinance Number 2004-09 entitled “An Ordinance to Amend the Jones Tract Development Agreement” and Ordinance Number 2004-10 entitled “An Ordinance to Amend the Palmetto Bluff Tract Development Agreement”. which ordinances provided for the amending of the Jones Development Agreement and the Palmetto Bluff Development Agreement, respectively, to allow for the orderly and consolidated development of New Riverside; and

WHEREAS, on the 25th day of August, 2004, the First Amendment to the Jones Development Agreement and the Palmetto Bluff Development Agreement (“First Amendment to the Development Agreements”) was entered into by and between New Riverside, LLC, a South Carolina limited liability company, and the Town, which was recorded on the 10th day of December, 2004, in the Office of the Register of Deeds for Beaufort County, South Carolina, in Official Records Book 2065 at Page 1784; and

WHEREAS, Palmetto Bluff Development, LLC and Palmetto Bluff Uplands, LLC, New Riverside, LLC, and the Town agreed to address mutual concerns with regard to the adequacy of roads and infrastructure to accommodate recent and projected growth throughout the greater Bluffton area and accordingly the Town adopted Ordinance Number 2005-06 (“An Ordinance to Amend the Palmetto Bluff Development Agreement”) and Ordinance Number 2005-07 (“An Ordinance to Amend the New Riverside Concept Plan”) on the 9th day of March, 2005; and

WHEREAS, consistent with Ordinance Number 2005-06 and 2005-07, the Second Amendment to the Palmetto Bluff Development Agreement was executed on March 9, 2005, and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Official Record Book 2117 at Page 141 on March 22, 2005 as well as a First Amendment to the New Riverside Concept Plan entered into by and between New Riverside, LLC and the Town, which was recorded on the 22nd day of March, 2005, in the Office of the Register of Deeds for Beaufort County, South Carolina, in Official Records Book 2117 at Page 135; and

WHEREAS, on November 6, 2007, the Town adopted Ordinance 2007-19 establishing Transfer of Development Rights and created creating by Ordinance the Town of Bluffton’s Development Rights Bank (“Development Rights Bank”) which, among other things, allows for the transfer, deposit and withdrawal of density units within the Town; and

WHEREAS, on the 16th day of July, 2009, the Town entered into a 319 grant agreement with South Carolina Department of Health and Environmental Control and the United States

Environmental Protection Agency entitled “Fecal Load Reduction in the May River Watershed,” which funded in part a number of water quality initiatives including the construction of a pilot project; and

WHEREAS, on the 16th day of December 2009, the Third Amendment to the Palmetto Bluff Development Agreement and Third Amendment to the New Riverside Concept Plan, by administrative amendment, was entered into by and between Palmetto Bluff Development, LLC, Palmetto Bluff Uplands, LLC, New Riverside, LLC, and the Town to clarify certain obligations pertaining to the donation of a park within the Palmetto Bluff Tract which was recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Official Record Book 2924 at Page 934 on the 13th day of January 2010; and

WHEREAS, on the 9th day of November, 2011, the Town adopted the *May River Watershed Action Plan*, dated November 1, 2011, by Resolution, which aims at, among other things, preserving shellfish harvesting in the May River through both restoration and preservation initiatives; and

WHEREAS, the *May River Watershed Action Plan* provides guidance on potential implementation mechanisms to help protect and restore the May River, such as the transfer of development rights away from sensitive areas of the headwaters of the May River; and

WHEREAS, on the 25th day of April 2012, the First Amendment to the Second Amendment for the Palmetto Bluff Development Agreement, by administrative amendment, was entered into by and between Palmetto Bluff Development, LLC, Palmetto Bluff Uplands, LLC, and the Town to revise certain obligations pertaining to the term of the Municipal Improvement Development Fee, which was recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Official Record Book 3137 at Page 3120 on the 25th day of April 2012; and

WHEREAS, on the 25th day of April 2012, the First Amendment to the First Amendment for the New Riverside Concept Plan, by administrative amendment, was entered into by and between New Riverside, LLC and the Town to revise certain obligations pertaining to the term of the Municipal Improvement Development Fee, which was recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Official Record Book 3137 at Page 3125 on the 25th day of April 2012; and

WHEREAS, on the 6th day of July, 2012, a Compliance and Release Agreement was

entered into by and between International Paper Corporation, for itself and subsequent Entities, and the Town of Bluffton, which, among other things, relinquished all remaining rights and privileges incident to the review and approval of amendments to the Palmetto Bluff Development Agreement to the Town of Bluffton, which was recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Official Record Book 2985 at Page 1150 on the 26th day of August 2010; and

WHEREAS, Palmetto Bluff Development, LLC and New Riverside, LLC, has from their inception worked with the Town in accomplishing environmental goals and objectives to protect the water quality of the May River and has responded to a request from the Town dated the 17th day of April, 2012, a copy of which is attached hereto and marked Exhibit "A" to (i) provide a location for a Pilot Project funded by a Section 319 Grant from the United States Environmental Protection Agency through the South Carolina Department of Health and Environmental Control and (ii) to relocate a significant number of entitled Residential Dwelling Units from the Sending Zone of the May River Watershed, defined in the Deposit Agreement entered into by these parties on Jan. 16, 2013 to other areas within the New Riverside Land Use Master Plan or the Concept Land Use Plan for Palmetto Bluff or any other areas in the Town of Bluffton, provided they are not transferred back into the Restricted Area, and such transfers are consistent with any other Zoning District or Concept Land Use Plan for such areas, if applicable, as indicated in that certain letter from the Management of New Riverside, LLC, to the Town dated the 4th day of May, 2012, attached hereto as Exhibit "B".

WHEREAS, on Jan. 16, 2013, the Town of Bluffton, New Riverside, LLC, and Palmetto Bluff, LLC entered into a Deposit Agreement for the deposit of certain Residential Dwelling Units from the Sending Zone delineated in in said Agreement, into the Development Rights Bank for future reallocation outside of the Restricted Areas, defined in said Agreement, in furtherance of the *May River Watershed Action Plan*.

NOW, THEREFORE, in consideration of the terms and conditions set forth in this Agreement and for other good and valuable consideration including the environmental master planning by New Riverside, LLC, the receipt and sufficiency of such consideration being acknowledged herein, the parties agree as follows:

1. The above recitals are incorporated herein.
2. New Riverside, LLC, agrees to donate to the Town of Bluffton that certain parcel of land identified as "Potential BMP Location #2" on Exhibit "C", attached hereto prepared by

Thomas & Hutton Engineering Company for use by the Town for the Town's Stormwater BMP Pilot Project ("Pilot Project") to allow the development of designs for structural BMPs that will be effective in reducing fecal coliform counts in the May River. The Pilot Project property shall be conveyed to the Town by a limited warranty deed with appropriate easements to allow construction, maintenance, and access. The deed shall provide for a reverter clause in the event the Town of Bluffton abandons the use of the property as a Pilot Project or as a portion of its overall storm water master plan for a period of two (2) years or longer. The Town agrees to shape and grass the banks around the Pilot Project area and to maintain same and the overall Pilot Project area to Palmetto Bluff/New Riverside, LLC reasonable standards. Any signage associated with the Pilot Project should be reviewed and approved by the New Riverside Development Review Board. The Town and New Riverside, LLC, both acknowledge that the location of the Pilot Project area within New Riverside is not an indication that stormwater to be directed through the Pilot Project and New Riverside properties are in any way responsible for the water quality degradation occurring in the May River.

3. New Riverside, LLC, in furtherance of its desire to protect the water quality of the May River, and at the request of the Town, hereby agrees to relocate up to 2064, but not less than 1300, RDUs from the Sending Zone as shown on the "May River Headwaters – Parcel 9 Density Reduction Concept" dated September 4, 2012, prepared by Thomas & Hutton Engineering Company and attached hereto as Exhibit "D".
4. New Riverside, LLC shall deposit with the Town up to 2064 RDUs, but not less than 1300 RDUs, from the Sending Zone identified on Exhibit "D". New Riverside, LLC, shall have the right to make multiple deposits to the Town of Bluffton up to 2064 RDUs. The Town shall hold the RDUs deposited with it in trust in the name of New Riverside, LLC, in the Town's Development Rights Bank ("Bank") until directed by New Riverside, LLC, to transfer all or a portion of the RDUs to other areas as more fully provided for in Paragraph 5 hereafter at the sole discretion of New Riverside, LLC. The transfer of RDUs from New Riverside, LLC, to any of the areas provided for in Paragraph 5 hereafter shall be administrative transfers not requiring any further action on the part of the Town Council or the Planning Commission, provided the transfer is in accordance with the limitations set forth in Paragraph 5 hereafter.
5. At the direction of New Riverside, LLC, the Town will transfer from time to time all or a portion of the RDUs that are being held in its name by the Town in its Development Rights Bank to other areas within the New Riverside Land Use Master Plan most recently revised on September 4, 2012, the Concept Land Use Plan for Palmetto Bluff most recently revised on September 4, 2012, or any other areas in the Town of Bluffton, provided they are not transferred back into the Restricted Area as shown on Exhibit "D", and such transfers are consistent with any other Concept Plan or zoning for such areas, if applicable.
6. The matters and provisions contained in the Palmetto Bluff Development Agreement as previously amended and as amended hereby, are consistent with the Town's Comprehensive Plan, as well as the Town's long-range planning for the welfare of the May River included in the *May River Water Shed Action Plan* dated the 1st day of November, 2011, and goals included therein intended for the health, safety and welfare of the water quality of the May River and its users.
7. All terms and conditions of the New Riverside Concept Plan not previously amended or specifically amended herein shall remain in full force and effect.
8. This Fourth Amendment to the New Riverside Concept Plan may be executed in several

counterparts, each of which shall be deemed an original, and such counterparts shall constitute but one and the same instrument.

9. The Amendments contained within this Fourth Amendment to the New Riverside Concept Plan also amend the Palmetto Bluff Planned Unit Development Concept Plan contained within the Palmetto Bluff Development Agreement, the Introduction and Narrative of Intent of the New Riverside Concept Plan, and the New Riverside Land Use Master Plan most recently revised on September 4, 2012 and the Concept Land Use Plan for Palmetto Bluff most recently revised on September 4, 2012.

[THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY]

[SIGNATURE PAGES FOLLOW]

Lisa Sulka
Mayor

Oliver Brown
Mayor Pro Tempore

Anthony Barrett
Town Manager



Exhibit A

Council Members
Mike Raymond
Karen Lavery
Ted Huffman

Sandra Lunceford
Town Clerk

April 17, 2012

James L. Page
Palmetto Bluff
11 Village Park Square
Bluffton, SC 29910

Dear Jay:

As a follow up to our discussions, Town of Bluffton has implemented the May River Watershed Action Plan which specifically includes a section dealing with the transfer of development units from sensitive areas, particularly the May River Headwaters Watershed. As you are aware, we are doing everything that we possibly can to protect against any further degradation of the water quality in the May River. Palmetto Bluff has been a genuine and effective partner in this effort, any additional help that you could provide in relocating units would certainly be beneficial.

Additionally, through our discussions we would like to solidify your help with our Pilot Project. We are moving forward under our 319 Grant and we would once again genuinely appreciate your help in completing this important initiative.

As indicated above, Palmetto Bluff has been a real partner in our efforts to protect the May River water quality and in restoring the headwaters area to the quality we all desire it to be.

We will look forward to hearing back from you as soon as you have had an opportunity to discuss this matter with your management team.

With best wishes and kindest regards, I am

Sincerely,

Anthony W. Barrett
Town Manager

PALMETTO BLUFF

Exhibit B

May 4, 2012

Anthony Barrett
Town Manager, Town of Bluffton
P.O. Box 386
Bluffton, SC 29910

Dear Anthony:

Thank you for your letter dated April 17, 2012. We have been following closely the progress the Town has made with the May River Watershed Action Plan and congratulate you, the Mayor, and the members of Town Council for making it a major part of the Town's future planning agenda.

Our senior management team has carefully considered your request to relocate dwelling units to areas that are outside of the May River Headwaters Watershed. We have examined our remaining entitled dwelling units in the May River Headwaters Watershed and have determined that we continue to own 2,065 dwelling units in this sensitive area.

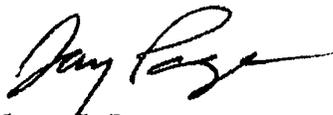
We too are concerned about the health of the River and appreciate your recognition of our continuing efforts to monitor and work with the Town in every area that is within our control to prevent further degradation of the May River water quality. In response to your request, and our joint desire to protect this valuable resource, we are prepared to move 1,300 dwelling units out of the May River Headwaters Watershed to other less sensitive areas within Palmetto Bluff and New Riverside. As a result, overall density allocated to the watershed area would be lowered to 765 units verses 2,065. We feel this is consistent with the Town's smart growth policies. Obviously, this will require an amendment to the New Riverside Concept Plan and to the Palmetto Bluff Development Agreement, but we would be willing to work with you through the details.

In regard to the 6 acre Pilot Project under the 319 Project Grant, we are also pleased to be able to offer to the Town the 6 acre parcel that we have previously discussed with you and your staff to implement the Pilot Project, which we all hope will result in a better understanding of what is actually happening in the designated "hot spots" in the Headwaters area. We will also provide the necessary easements as reasonably necessary to conduct this Project.

Obviously, we must have the appropriate Crescent approvals to proceed on the aforementioned actions.

All of us at Palmetto Bluff are very enthusiastic about the benefits to the May River in taking the aforementioned actions. At your direction, I will ask Wes Jones to meet with your designee to begin preparation of the appropriate documents to make all of this become a reality.

Sincerely,



James L. Page

19 Village Park Square, Bluffton, South Carolina 29910 ph 843 • 757 • 3333 fx 843 • 757 • 3307
www.palmettobluff.com



Map showing the location of the project area within the Town of Bluffton Development Rights Bank.

EXHIBIT D

MAY RIVER HEADWATERS PARCEL 9 DENSITY REDUCTION CONCEPT PLAN

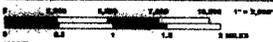
Prepared for: New Riverside, LLC.

September 4, 2012



THOMAS & HUTTON
Professional Surveyors and Engineers
10000 Highway 17, Suite 200
Bluffton, SC 29910
P: 843.864.1111
F: 843.864.1112
www.thomasandhutton.com

KEY	
RFD / Concept Plan Boundary	Parcel 9 Siding Zone
Backwater	Excluded Area
New Riverside	Final Project Location
Palmetto Bluff	
Seven Miles	

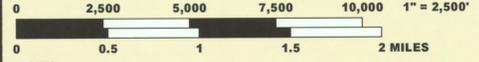


1. AERIAL PHOTOGRAPHY - MAP 2011
 2. PARCEL BOUNDARIES OF THE AERIAL REPRESENT THE AREA OUTSIDE OF THE TOWN OF BLUFFTON MUNICIPAL LIMITS.



The Restriction of transferring RDU's applies only to property owned by Crescent Resources, LLC., May River Forest, LLC., Palmetto Bluff Uplands, LLC., or any other land holding entity under the Crescent Resources, LLC name and shall only apply to residential dwelling units (RDU).

KEY	
PUD / Concept Plan Boundary	Parcel 9 Sending Zone
Buckwalter	Restricted Area
New Riverside	Pilot Project Location
Palmetto Bluff	
Town Limits	



NOTES:
 1. AERIAL PHOTOGRAPHY - NAIP 2011
 2. FADED PORTIONS OF THE AERIAL REPRESENT THE AREA OUTSIDE OF THE TOWN OF BLUFFTON MUNICIPAL LIMITS.

EXHIBIT "D"

MAY RIVER HEADWATERS PARCEL 9 DENSITY REDUCTION CONCEPT PLAN

Prepared for: New Riverside, LLC.

September 4, 2012



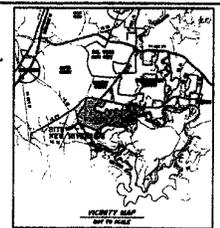
TOWN OF BLUFFTON APPROVED
[Signature]



THOMAS & HUTTON
 50 PARK OF COMMERCE WAY • PO. BOX 2727
 SAVANNAH, GA 31402-2727 • 912.234.5300
 WWW.THOMASANDHUTTON.COM
Brunswick, GA | Charleston, SC | Myrtle Beach, SC | Wilmington, NC
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EXHIBIT E
**NEW RIVERSIDE
 LAND USE MASTER PLAN**
 BLUFFTON, SOUTH CAROLINA

PREPARED BY
NEW RIVERSIDE, LLC
 TRUMAN & NUTTAN ENGINEERS, L.P.
 PLANNING
 EAST-WOODS, SOUTH CAROLINA
 NEW RIVERSIDE, SOUTH CAROLINA, LLC
 JONES, SIMPSON & RENTON, P.A.
 BLUFFTON, SOUTH CAROLINA
 DATE: JAN 4 2018
 BY: J. SIMPSON
 CHECKED BY: J. SIMPSON
 APPROVED BY: J. SIMPSON



LEGEND
 DEVELOPMENT SUMMARY

LANDING TRACT	TOTAL ACRES	RESIDENTIAL DWELLING UNITS	DWELLINGS PER ACRE
TRACT 1	100.00	100	1.00
TRACT 2	100.00	100	1.00
TRACT 3	100.00	100	1.00
TRACT 4	100.00	100	1.00
TRACT 5	100.00	100	1.00
TRACT 6	100.00	100	1.00
TRACT 7	100.00	100	1.00
TRACT 8	100.00	100	1.00
TRACT 9	100.00	100	1.00
TRACT 10	100.00	100	1.00

MAXIMUM ALLOWED DENSITY
 SINGLE FAMILY RESIDENTIAL: 1.00 U/LA
 MULTIFAMILY RESIDENTIAL: 1.00 U/LA

MAXIMUM DWELLING UNITS
 RESIDENTIAL: 100 UNITS PER TRACT

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LAND USE LEGEND



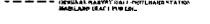
RIVER ACCESS NOTES

1. THE RIVER ACCESS NOTES ARE SUBJECT TO THE LOCAL GOVERNMENT'S RIVER ACCESS REGULATIONS. THE RIVER ACCESS NOTES ARE SUBJECT TO THE LOCAL GOVERNMENT'S RIVER ACCESS REGULATIONS.

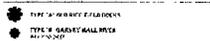
ALLOWED DENSITY

1. THE ALLOWED DENSITY IS 1.00 DWELLING UNIT PER ACRE. THE ALLOWED DENSITY IS 1.00 DWELLING UNIT PER ACRE.

PUD BOUNDARY LEGEND



COMMUNITY RIVER ACCESS SITES LEGEND



ACCESS POINT STANDARDS

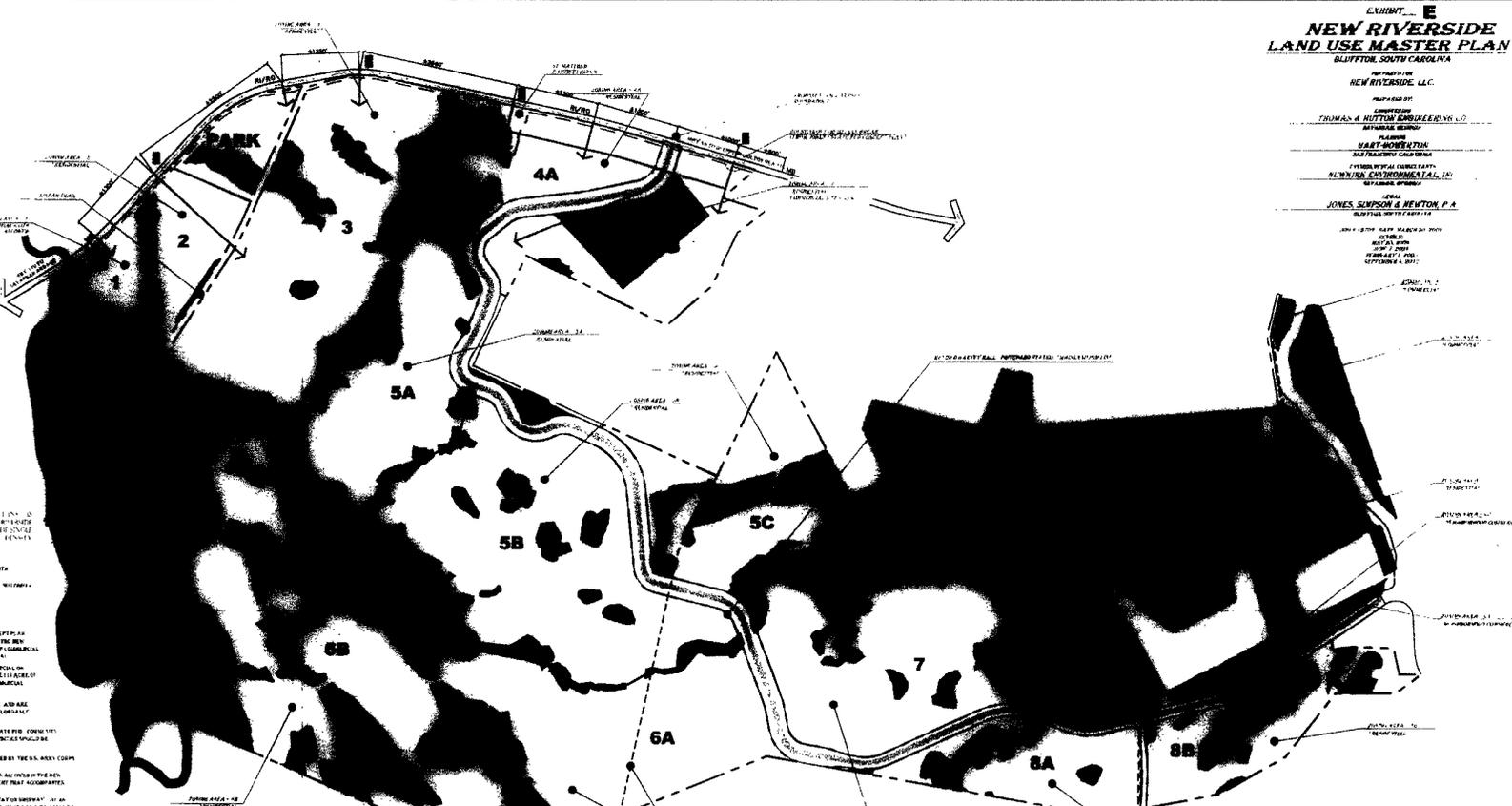


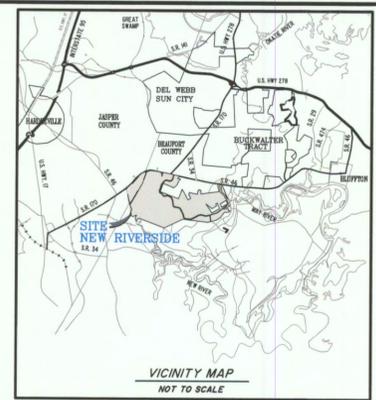
EXHIBIT "E"
NEW RIVERSIDE
LAND USE MASTER PLAN
 BLUFFTON, SOUTH CAROLINA

PREPARED FOR:
NEW RIVERSIDE, LLC.

PREPARED BY:
 ENGINEERING
THOMAS & HUTTON ENGINEERING CO.
 SAVANNAH, GEORGIA
 PLANNING
HART-HOWERTON
 SAN FRANCISCO, CALIFORNIA
 ENVIRONMENTAL CONSULTANTS
NEWKIRK ENVIRONMENTAL, INC.
 SAVANNAH, GEORGIA

LEGAL
JONES, SIMPSON & NEWTON, P.A.
 BLUFFTON, SOUTH CAROLINA

JOB # 15707 DATE: MARCH 30, 2004
 REVISED:
 MAY 25, 2004
 JUNE 7, 2004
 FEBRUARY 1, 2005
 SEPTEMBER 4, 2012



LEGEND
DEVELOPMENT SUMMARY

DENSITY SUMMARIES:

LAND USE TRACT	TOTAL ACREAGE (gross)	RESIDENTIAL DWELLING UNITS (d.u.)	DWELLINGS FROM DENSITY BANK
PARCEL 1-4A, 4B, 5A-5C, 6A, 6B, 7, 8A & 8B	+/- 2,864	2,667	1,300 MAX
PARCEL 9	+/- 593	764	0
PARCEL C1, C2, C3 & C4	+/- 63	0	0
RIGHT OF WAY	+/- 157	0	0
RICE PRESERVE	+/- 267	0	0
PARK	+/- 43	0	0
LINEAR TRAIL	+/- 19	0	0
TOTALS	+/- 4,006	3,431	1,300 MAX

- 190 ACRES OF COMMERCIAL IS ALLOWED UNDER THE NEW RIVERSIDE CONCEPT PLAN. THIS EXCLUDES THE 40 ACRES CONVERTED TO RESIDENTIAL.
- 200 ACRES OF BUSINESS PARK TRANSFERRED FROM THE PALMETTO BLUFF PUD

MAXIMUM ALLOWED DENSITY:
 SINGLE FAMILY RESIDENTIAL 8 DU/AC
 MULTI-FAMILY RESIDENTIAL 16 DU/AC

MAXIMUM DWELLING UNITS:
 DU COUNT SHALL NOT EXCEED 4,731 DU

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

1. DENSITY BANK:
 DWELLING UNITS MAY BE INCREASED THROUGH ASSIGNMENT FROM DENSITY BANK AS OBTAINED ON THIS CONCEPT PLAN AND THE FOURTH AMENDMENT TO THE NEW RIVERSIDE CONCEPT PLAN. SUCH ASSIGNMENT SHALL NOT INCREASE THE OVERALL NEW RIVERSIDE SINGLE FAMILY DENSITY TO MORE THAN 8 UNITS PER ACRE AND OVERALL NEW RIVERSIDE DENSITY FOR MULTIFAMILY TO MORE THAN 16 UNITS PER ACRE.

- BUFFERS**
- A BUFFER 50 FEET WIDE WILL EXIST ALONG THE NORTHERN BOUNDARY LINE, AND COMMON LINES WITH ADJACENT PROPERTY OWNERS.
 - THE BUFFER CREATED ON THE JONES ESTATE PUD / PALMETTO BLUFF PUD COMMON PROPERTY LINE NO LONGER EXISTS IN NEW RIVERSIDE.

NOTES FOR DEVELOPMENT SUMMARY:

- DENSITY ALLOCATIONS ARE SUBJECT TO CHANGE IN ACCORDANCE WITH THE NEW RIVERSIDE CONCEPT PLAN DOCUMENT. AT NO TIME MAY THE MAXIMUM DENSITY EXCEED 4,731 DWELLING UNITS AS STATED IN THE NEW RIVERSIDE CONCEPT PLAN DOCUMENT WITH THE EXCEPTION OF AN ALLOWANCE FOR CONVERSION OF COMMERCIAL ACREAGE TO RESIDENTIAL DENSITY AT FOUR (4) DWELLING UNITS PER ONE (1) ACRE OF COMMERCIAL.
- 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.
- 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 NEW RIVERSIDE CONCEPT PLAN.
- THE DEFINITION OF NET ACREAGE VARIES BETWEEN THE PALMETTO BLUFF PUD AND THE JONES ESTATE PUD. COMMUNITY ACREAGES AND DENSITY IS BASED ON THE DEFINITION INCLUDED IN THE PALMETTO BLUFF PUD. DENSITIES SHOULD BE INCREASED RESPECTIVELY IF CALCULATED UNDER THE JONES ESTATE DEFINITION.
- WETLANDS INDICATED ON THIS LAND USE MASTER PLAN WERE DELINEATED, SURVEYED AND VERIFIED BY THE U.S. ARMY CORPS OF ENGINEERS.
- THE 'DEVELOPMENT SUMMARY' IS NOT THE COMPREHENSIVE LISTING OF ALL ALLOWABLE LAND USES ALLOWED IN THE NEW RIVERSIDE PLANNED UNIT DEVELOPMENT DISTRICT. SEE THE NEW RIVERSIDE CONCEPT PLAN DOCUMENT THAT ACCOMPANIES THIS PLAN FOR A COMPREHENSIVE LISTING OF ALL ALLOWED LAND USES.
- 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.
- INSTITUTIONAL / CIVIC IS A BY RIGHT LAND USE FOR THE ENTIRE NEW RIVERSIDE PUD.
- DWELLING UNITS ASSIGNED TO ZONING AREAS ARE BASED ON CURRENT INFORMATION AND SUBJECT TO CHANGE. SHIFTING OF DWELLING UNITS IS ALLOWED UNDER THE NEW RIVERSIDE CONCEPT PUD PLAN. THE ONLY LIMITATION IS THAT THE TOTAL UNITS WITHIN NEW RIVERSIDE SHALL NOT EXCEED 4,731 DWELLING UNITS. SHIFTING BETWEEN ZONING AREAS SHALL NOT BE DEEMED A CHANGE REQUIRING TOWN APPROVAL; HOWEVER NEW RIVERSIDE, LLC SHALL PROVIDE THE TOWN OF BLUFFTON WITH AN UPDATED CONCEPT PLAN REFLECTING THE REVISED DENSITY SUMMARY TABLE ABOVE SHOULD SHIFTING OCCUR WITHIN ZONING AREAS OR FROM DENSITY BANK.
- CONSISTENT WITH THE 4TH AMENDMENT TO THE NEW RIVERSIDE CONCEPT PLAN, NEW RIVERSIDE, LLC. RESERVES THE RIGHT TO SHIFT THE REMAINING 764 UNITS SHOWN IN PARCEL 9 WITHIN NEW RIVERSIDE OR OTHER AREAS WITHIN BLUFFTON PROVIDED THAT THEY ARE NOT TRANSFERRED BACK WITHIN THE BOUNDARY OF THE HEADWATERS OF THE MAY RIVER WATER SHED AS DEPICTED ON AN EXHIBIT TITLED "MAY RIVER HEADWATERS - PARCEL 9 DENSITY REDUCTION CONCEPT", DATED SEPTEMBER 4, 2012.
- THE RESTRICTION OF TRANSFERRING RDUS APPLIES ONLY TO PROPERTY OWNED BY CRESCENT RESOURCES, LLC, MAY RIVER FOREST, LLC, PALMETTO BLUFF UPLANDS, LLC OR OTHER LAND HOLDING ENTITIES UNDER THE CRESCENT RESOURCES NAME AND SHALL ONLY APPLY TO RESIDENTIAL DWELLING UNITS (RDU).

LAND USE LEGEND

- RESIDENTIAL COMMUNITY
- COMMERCIAL
- UTILITY
- RICE FIELD
- PRESERVED WETLAND
- PARCEL 9

RIVER ACCESS NOTES

- REFER TO THE COMMUNITY RIVER ACCESS SITE SECTION OF THE JONES ESTATE PUD DOCUMENT FOR SPECIFICS ON THE RIVER AND RICE FIELD ACCESS SITES.
- 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.

ALLOWED DENSITY

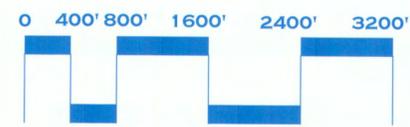
DWELLING UNITS	4,731
COMMERCIAL ACREAGE	190 AC
BUSINESS PARK	200 AC

PUD BOUNDARY LEGEND

--- ORIGINAL GARVEY HALL-PRITCHARD STATION / MAINLAND TRACT PUD LINE

COMMUNITY RIVER ACCESS SITES LEGEND

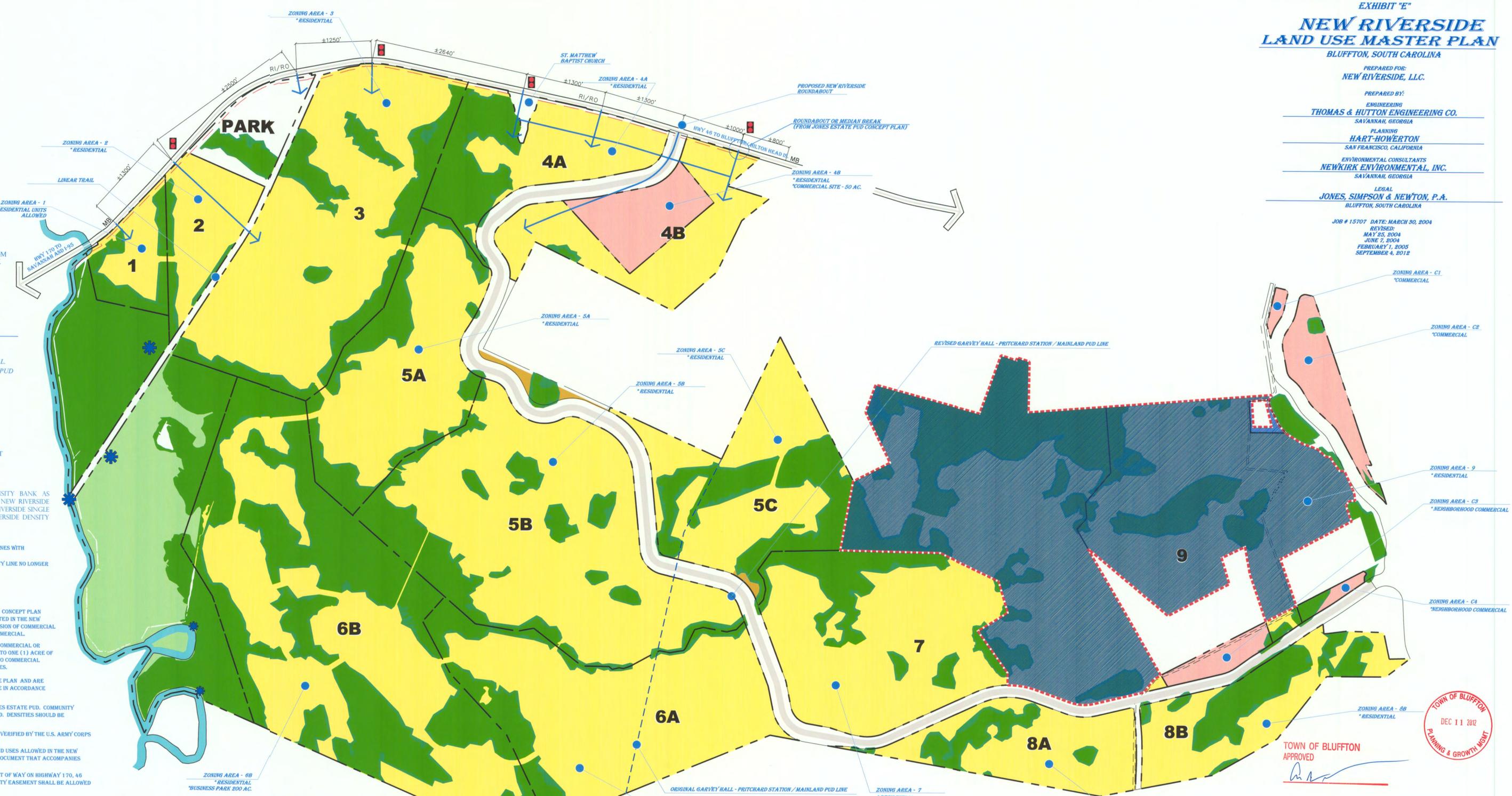
- TYPE "A" OLD RICE FIELD DOCKS
- TYPE "B" GARVEY HALL RIVER ACCESS SITE



ACCESS POINT STANDARDS

- POTENTIAL TRAFFIC SIGNAL LOCATION 2040' (+/- 200') MIN. SEPARATION EXCEPT AS SHOWN ON PLANS
- RIGHT IN / RIGHT OUT 800' MIN. SEPARATION BETWEEN TRAFFIC SIGNALS
- ACCESS POINT TYPICAL
- MB MEDIAN BREAK FULL INTERSECTION

REFER TO CONCEPT PLAN DOCUMENT ATTACHMENT 1, BLUFFTON HOOD MODIFICATIONS AND BLUFFTON HOOD.
 THE ACCESS LOCATIONS AND IMPROVEMENTS AS SHOWN ARE TAKEN FROM THE JONES ESTATE PUD CONCEPT PLAN. ACTUAL LOCATIONS OF IMPROVEMENTS MAY BE MODIFIED AT TIME OF INITIAL MASTER PLAN TO MEET ENVIRONMENTAL CONSIDERATIONS AND NEEDS OF THE DEVELOPMENT.



TOWN OF BLUFFTON APPROVED

