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ADDENDUM 2 TO SECTION 1
INTRODUCTION AND NARRATIVE OF INTENT
TO THE NEW RIVERSIDE PLANNING AREA
(attached hereto as Addendum Exhibit "A")
(Exhibits to this Addendum are referenced herein as "Amendment Exhibits")
(Amended on the 10th day of November, 2016)

Transfer of RDU's out of the Town of Bluffton Development Rights Bank

On November 1, 2012, the Town of Bluffton adopted the *May River Headwaters Water Shed Action Plan* to enable immediate and effective actions to be taken to improve water quality within the May River and its watershed, the terms and conditions of which are incorporated herein by reference.

In accordance with the Fourth Amendment to the New Riverside Concept Plan between New Riverside, LLC, and the Town of Bluffton, South Carolina, recorded January 29, 2013, in the RMC Office for Beaufort County, South Carolina, in Book 3210 at Page 2876, the following agreements apply to the New Riverside Planning Area as follows:

1. As of the date hereof, New Riverside, LLC, hereby administratively transfers 1,080 residential dwelling units (RDUs) from the New Riverside Land Use Master Plan and the Town of Bluffton Development Rights Bank, as designated on the May River Headwaters Parcel 9 Density Reduction Concept Plan, a copy of which is attached hereto as Exhibit "B", to Palmetto Bluff Development, LLC, Palmetto Bluff Uplands, LLC, and May River Forest, LLC, collectively, their successors or assigns. *See also exhibits B-1 through B-5 and C attached.

2. This Addendum 2 is in addition to Addendum 1 and not in lieu thereof.

IN WITNESS WHEREOF, New Riverside, LLC, the Town of Bluffton, and Palmetto Bluff Development, LLC, Palmetto Bluff Uplands, LLC, and May River Forest, LLC do hereby set their hands and seals as of this 11th day of November, 2016.

Signed, sealed and delivered
In the presence of:

NEW RIVERSIDE, LLC, a South Carolina Limited Liability Company

By:
Name Printed: DALLAS WARD
Its: VICE PRESIDENT

126

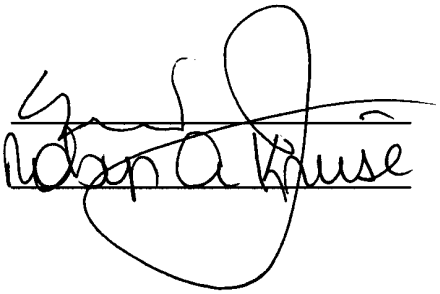
STATE OF South Carolina)
COUNTY OF Beaufort) ACKNOWLEDGEMENT

I, the undersigned notary public do hereby certify that Samuel Dallas Cleveland _____, as Vice President of New Riverside, LLC, a South Carolina Limited Liability Company, personally appeared before me this day and, in the presence of the two witnesses above-named, acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this 11th day of November, 2016.

Robin A Kruse
Notary Public for South Carolina
My Commission Expires: 10-13-2025

PALMETTO BLUFF DEVELOPMENT, LLC, a South Carolina Limited Liability Company



By: _____
Name Printed: DALLAS WOOD
Its: VICE PRESIDENT

STATE OF South Carolina)
COUNTY OF Beaufort)

ACKNOWLEDGEMENT

I, the undersigned notary public do hereby certify that Samuel DALLAS Wood _____, as vice president of Palmetto Bluff Development, LLC, a South Carolina Limited Liability Company, personally appeared before me this day and, in the presence of the two witnesses above-named, acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this 11th day of November, 2016.

_____
Notary Public for South Carolina
My Commission Expires: 10-13-2025

PALMETTO BLUFF UPLANDS, LLC, a South Carolina Limited Liability Company

By: _____
Name Printed: Samuel Dallas Wood
Its: Vice President

STATE OF South Carolina)
COUNTY OF Beaufort)

ACKNOWLEDGEMENT

I, the undersigned notary public do hereby certify that Samuel Dallas Wood _____, as Vice President of Palmetto Bluff Uplands, LLC, a South Carolina Limited Liability Company, personally appeared before me this day and, in the presence of the two witnesses above-named, acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this 11th day of November, 2016.

_____
Notary Public for South Carolina
My Commission Expires: 10-13-2025

MAY RIVER FOREST, LLC, a South Carolina Limited Liability Company

By: _____
Name Printed: DALLAS WOOD
Its: VICE PRESIDENT

STATE OF South Carolina)
COUNTY OF Beaufort)

ACKNOWLEDGEMENT

I, the undersigned notary public do hereby certify that Samuel Dallas Wood _____, as Vice President of May River Forest, LLC, a South Carolina Limited Liability Company, personally appeared before me this day and, in the presence of the two witnesses above-named, acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this 11th day of ~~June~~ November, 2016.

_____
Notary Public for South Carolina
My Commission Expires: 10-13-2025

TOWN OF BLUFFTON, SOUTH CAROLINA

By: _____
Name Printed: Marc Orlando
Its: Town Manager

Attest: _____
Name Printed: Kimberly Chapman
Its: Town Clerk

STATE OF SOUTH CAROLINA)
) ACKNOWLEDGEMENT
COUNTY OF BEAUFORT)

I, the undersigned notary public do hereby certify that Marc Orlando, as Town Manager of the Town of Bluffton, South Carolina, and attested to by Kimberly Chapman as Town Clerk of the Town of Bluffton, South Carolina, personally appeared before me this day and, in the presence of the two witnesses above-named, acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this 5 day of ~~November~~ December, 2016.

_____
Notary Public for South Carolina
My Commission Expires: 4/14/25

KATHERINE PETERSON
MY COMMISSION EXPIRES
APR
14
2025
SOUTH CAROLINA
NOTARY PUBLIC

ADDENDUM
EXHIBIT A

SECTION 1

INTRODUCTION AND NARRATIVE OF INTENT

INTRODUCTION

New Riverside Planning Area is composed of three (3) tracts of land, one of which (the Mainland Tract) lies within the Palmetto Bluff Concept Plan and Development Agreement and two (2) of which (Garvey Hall and Pritchard Station) are within the Jones Estate Concept Plan and Jones Development Agreement. At the time of approval, the Mainland Tract, under the Palmetto Bluff Development Agreement, was owned by Union Camp Corporation and at the time of approval, the Garvey Hall and Pritchard Station Tracts, under the Jones Development, were owned by a number of affiliated Family partnerships. All three (3) tracts are contiguous. Exhibit A depicts the approved Jones Estate and Palmetto Bluff PUDs, and the land associated with this Concept Plan.

Crescent Resources, LLC ("Crescent") purchased all of Palmetto Bluff (including the Mainland Tract) in 2002 and the Garvey Hall and Pritchard Station Tracts in 2001. The consolidation of these contiguous land holdings present a unique opportunity to develop the area south of South Carolina Highway 46 and west of May River under a revised, unified planning area. In order to facilitate development and provide for an easier approval process for the Town of Bluffton, Crescent proposes an Amendment of the two (2) above-referenced Concept Plans into a new Amended Concept Plan known as New Riverside Planning Area. This Concept Plan for New Riverside shall result in one set of rules for land development and density distribution, rather than two (2) sets of Development Guidelines within one (1) development. The Concept Plan is included as Exhibit B.

The new Concept Plan will be called "New Riverside Planning Area." Crescent will serve as the master developer of New Riverside, through an entity known as New Riverside, LLC. Portions of the property will be sold to third party developers who will develop for sale to end-users. The New Riverside Concept Plan shall serve as the guideline for all development within New Riverside and individual developers shall prepare their Initial Master Plans for submission to the Town in accordance herewith and the Development Agreements, rules and guidelines. As master developer, New Riverside, LLC will provide a number of items to insure responsible and coordinated development.

The provisions contained herein pertaining to the development of the New Riverside Planning Area are consistent with and extracted from the applicable Jones Development Agreement or the Palmetto Bluff Development Agreement. None of the provisions contained herein have any application to change, modify, or in any way affect the remaining planning areas in the Jones Tract Development Agreement or the Palmetto Bluff Development Agreement.

The New Riverside Concept Plan addresses:

1) Allocation of entitled density
2) Adequate right-of-way for New Riverside Drive with buffers adequate to protect greenway.
3) Right-of-way for a roundabout of SC 46 and SC 170.
4) Conversion of 40 acres of commercial use on SC 46 to open space.
5) A comprehensive wetland permit.
6) Stormwater Management Plan for New Riverside.
7) One set of development rates and procedures.
8) Covenants
9) Master Plans
10) Development Agreement Standards

Each of the above items will be explained in more detail in the following narrative:

1. Density

Table 1 shows the density approved for all of Crescent Resources holdings in the two PUDs. As a result of planning at Palmetto Bluff and the Development Agreement, 2,240 units are allowed on the Mainland Tract. Within the Jones Estate PUD, commercial acres may be converted to residential units on a ratio of 1 acre to 4 units. New Riverside, LLC proposes that density allowed on the Crescent Resource holdings be distributed as shown on Exhibit A - Combined Land Use Plan. An increase in density is not proposed.

The Combined Land Use Plan shows 4,731 units and 190 acres of commercial use on 3,641 acres. The allowed density of 4,811 was reduced by 80 units through an agreement with the Town of Bluffton. New Riverside, LLC will allocate the units according to market demands. Actual unit count will be determined at the time land is transferred. The allocation of density as specified (in Section 2) allows for the clustering of development to optimize the protection of natural features and maximize open space. This does not guarantee that all property within individual planning areas can be developed at the identified maximum. The Development Standards Ordinance (development including intensity and building height), Stormwater Best Practices Manual, Section 404 Wetland Permit, existing PUD documents, and Development Agreements control development on the site. Town of Bluffton Planning Commission will review Initial Master Plans and Development Plans prior to any development commencing. The Town of Bluffton will be notified of the actual unit count in the Transfer of Development Rights, a document to which the Town is a party.

The New Riverside Planning Area does not increase units approved in the Jones Estate and Palmetto Bluff PUDs. The reallocation achieves the following:

1) Units moved from the Island portion of Palmetto Bluff to the Mainland portion.
2) Units moved away from the May River.

3) Units moved to area where forest already impacted.
4) Units moved toward SC 170, which will ultimately be a four-lane road.
5) Units moved away from SC 46 and Palmetto Bluff Road.
6) Commercial use on SC 46 reduced by 40 acres.
7) Response to market demands for a successful development.

2. New Riverside Drive

The right-of-way in New Riverside Drive, to be constructed and maintained by New Riverside or its property owners association, varies from 300 feet to 200 feet. The wide right-of-way ensures that tree cover will be maintained. The visual impact of development adjacent to the road will be mitigated by the wider right-of-way. Utility corridors will exist within the right-of-way as well as a bike trail.

3. SC 170/SC 46 Roundabout

As part of the restated Concept Plan, New Riverside, LLC will provide the right-of-way on the south side of SC Highway 46 for a roundabout at the relocated intersection of SC 46 and SC 170. The Jones Estate Development Agreement required donation of right-of-way for the relocation of the intersection. This plan adds the roundabout to the realignment. The roundabout will serve as a traffic calming device for all SC 46 and help to preserve the rural character of the road. New Riverside, LLC will make arrangements for the maintenance of the landscape within the roundabout through the Property Owners Associations. A report addressing the roundabout was reviewed by SCDOT. Traffic counts in the report were taken from existing reports for Palmetto Bluff and the Jones Estate.

New Riverside, LLC is currently preparing preliminary designs and surveys for the roundabout at SC 170 and SC 46.

4. 40 Acre Open Space on SC 46

The relocation of the SC 46/SC 170 intersection and the roundabout create a new "front door" for Bluffton. New Riverside, LLC proposes to add the arrival statement by converting 40 acres of commercial space on SC 46 as provided for in the Jones Development Agreement to open space and creating a pasture. The 160 units associated with the 40 acres will be utilized in other portions of New Riverside.

5. Comprehensive Wetland Permit

In order to preserve the main wetland systems, New Riverside, as Master Developer, submitted an application to the U.S. Army Corps of Engineers that covers all of New Riverside. The impacts associated with specific parcels will be assigned to subsequent owners. The primary wetlands systems were maintained and impacts mitigated on a comprehensive basis. The approach allowed New Riverside, LLC to look

at the large wetland systems, cultural resources, threatened and endangered species, and mitigation for the 46.23 acres of impact. Wetland covenants will be recorded to protect the wetland buffers and mitigations before any third party sales.

6. Stormwater Management Plan

Prior to the submittal of any Initial Master Plan, New Riverside, LLC, as Master Developer, will submit a Stormwater Master Plan for the combined tract. The Plan will address pre-development conditions and performance criteria for the developed tracts. Performance criteria include system requirements to attenuate post development runoff, water quality in accordance with revised Beaufort County BMP Manual and both upstream and downstream requirements. The document will require developers to adopt the Master Plan in order to maintain water quality.

7. Development Standards

Under the current framework, there are two Development Agreements, PUDs, and development standards for the land within the combined New Riverside. The development standards of the Jones Estate PUD will govern New Riverside.

Crescent Resources believes that it will be easier for all concerned if one set of guidelines control their land holdings in Bluffton. It should be pointed out that selecting the development fees in the Palmetto Bluff Agreement favors the Town of Bluffton. The Jones Estate Agreement has a sliding scale fee schedule for residential development fees.

8. Covenants

Prior to selling any parcels, covenants will be placed on the property. The covenants will address wetland preservation, enforcement of wetlands requirements, maintenance of the roundabout and New Riverside Drive right-of-way, and no clear-cutting of trees.

9. Master Plans

New Riverside, LLC will provide to the Town of Bluffton a copy of the following master plans.

a. Wetlands
b. Stormwater
c. Spine Road with Trail
d. Wastewater Collection
e. Traffic Study

10. Development Agreement Standards

a. Development Agreement Limitations

It is specifically agreed and understood that the obligations of New Riverside, LLC, in regard to the Jones Estate Concept Plan and the Jones Development Agreement are subject to the provisions of the Assignment of Development Rights between The Jones Estate and Crescent Resources, LLC dated the 1st day of August, 2001, and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina.

b. Concept Plan

The term "Concept Plan" as used herein, shall include the Mainland Tract, as described within the Palmetto Bluff Concept Plan and Development Agreement, and the Garvey Hall and Pritchard Station Tracts, as shown within the Jones Estate Concept Plan and the Jones Development Agreement. The Concept Plan shall be called New Riverside.

c. PUD Ordinance

"PUD Ordinance" means the Planned Unit Development Ordinance of the Town Council of Bluffton, designed as Section 5.8 of the Bluffton Zoning Ordinance, attached hereto as a part of Exhibit C.

d. Term

The term of this Concept Plan and the development of New Riverside shall extend for a period of twenty (20) years, commencing on the 21st day of June, 2000, and shall be renewable for two (2) successive five (5) year periods, absent a material breach of any of the terms of the Palmetto Bluff Development Agreement or the Jones Development Agreement.

e. Development of the Property – Zoning Regulations

New Riverside shall be developed in accordance with the Zoning Regulations and the provisions contained herein. The term "Zoning Regulations" for New Riverside shall consist of Ordinance Number 2004-09 of the Town of Bluffton dated the 10th day of June, 2004, entitled "An Ordinance to Amend the Jones Tract Development Agreement" and Ordinance Number 2004-10 of the Town of Bluffton dated the 10th day of June, 2004, entitled "An Ordinance to Amend the Palmetto Bluff Tract Development Agreement" and all the attachments attached thereto. Included within the term "Zoning Regulations" is the Concept Plan and all

attachments thereto, including, all narratives, site development standards, and applicable Ordinances.

f. Development Schedule

New Riverside shall be developed in accordance with the Development Schedule attached hereto as Table 2.

g. Density

Densities for New Riverside shall be as more fully shown on Exhibit B attached hereto.

h. Potable Water

Unless otherwise approved by the Town for temporary service, New Riverside, LLC agrees that no wells shall be constructed within the Property which draws water from the Upper Floridan aquifer as a primary source of potable water or irrigation water after Beaufort-Jasper Water and Sewer Authority or other provider completes water service to the Property.

i. Dedication of Site for Public Recreation Facility

The park site referred to in Section XII, A. of the Jones Development Agreement will be deeded to the Town of Bluffton prior to or no later than approval of the First Initial Master Plan in New Riverside.

j. Development Fees

The Development Charges (Fees) for New Riverside shall be in accordance with the following:

(i) To assist the Town in meeting expenses resulting from ongoing development, Developer shall pay development fees ("Development Fees") (Development Charges shall appertain to the Property), as follows:

DEVELOPMENT FEES	AMOUNT
Each Single Family Residential (SFR)	$1,028.00
Each Multi-Family (MF) Unit	$ 514.00
Commercial Development	$0.77 per square foot of gross enclosed commercial space

The date for readjustment of fees is based on an original date of the 23rd day of November 1998.

(ii) Commencing on the anniversary date of this Agreement and for each year thereafter, the Development Fees set forth above shall be increased on an annual basis in accordance with the CPI, not to exceed fifty percent (50%) of the increase in the CPI for the previous twelve (12) months.

(iii) The Town specifically agrees to apply [1]twenty-five percent (25%) of the Development Fees collected from residential development for the construction of the Linear Park, as more fully described in Section XII(A) of the Jones Tract Development Agreement. The fees shall, at the option of the Town, be applied as collected, or accumulated until being spent on park improvements. The provision in this subparagraph (iii) shall expire at the earlier of substantial completion of the Linear Park or the expenditure of Two Hundred Fifty Thousand and no/100 Dollars ($250,000.00) by the Town for the development of the Linear Park.

(iv) All Development Fees shall be collected at the time obtaining (issuance of) a building permit.

(v) Notwithstanding any provisions to the contrary contained within this Agreement, the Development Fees herein are being paid in lieu of any other impact fees or Development Fees adopted by the Town at any time hereafter during the term of this Contract; provided, however, that Crescent and/or Developers shall be subject to the payment of any and all present or future fees enacted by the Town that are of Town-wide application and that relate to processing applications, development permits, building permits, review of plans or inspections or other matters.

(vi) Subparagraph (vi) is deleted for New Riverside and does not apply.

k. Boat Ramp Repair Fund

Boat Ramp Repair Fees shall be used exclusively for the repair or construction of public access boat ramp facilities or viewing areas in or near the Town of Bluffton.

[1] The Jones Estate agreement calls for 60% of the fees to go to the park. For New Riverside, 25% of the fees will go to the park in order to account for the units from Palmetto Bluff's Mainland Tract.

l. Bluffton Character Protection

New Riverside, LLC and the Town agree and recognize that it is imperative to preserve and enhance the basic character of Bluffton and the quality of life that has made Bluffton both unique and appealing. Accordingly, New Riverside, LLC and the Town agree and recognize the benefit of promoting a village design theme within a portion of New Riverside. New Riverside, LLC will use best efforts to encourage New Riverside to adopt development styles within a portion of New Riverside that are consistent with traditional village designs, and to encourage Developers to develop design guidelines in conjunction with the Town that will provide consistent, high quality development in keeping with the Bluffton community. Further, New Riverside, LLC and New Riverside agree that any franchise architecture which is not consistent with the village design established in the Initial Master Plan and/or final development plan process will be disallowed.

m. Notices

Any notice, demand, request, consent, approval or communication which a signatory party is required to or may give to another signatory party hereunder shall be in writing and shall be delivered or addressed to the other at the address below set forth or to such other address as such party may from time to time direct by written notice given in the manner herein prescribed and such notice or communication shall be deemed to have been given or made when communicated by personal delivery or by independent courier service or by facsimile or, if by mail, on the fifth (5^{th}) business day after the deposit thereof in the United States Mail, postage prepaid, registered or certified, addressed as hereinafter provided. All notices, demands, requests, consents, approvals, or communications should be addressed as follows:

TO THE TOWN:

Town of Bluffton
Post Office Box 386
Bluffton, South Carolina 29910-0386
Attn: Town Clerk

TO THE DEVELOPER:

New Riverside, LLC
145 Palmetto Bluff Road
Bluffton, South Carolina 29910
Attn: James W. Mozley

WITH A COPY TO:

William W. Jones, Jr., Esquire
Jones, Patterson, Simpson & Newton, P.A.
Post Office Box 1938
Bluffton, South Carolina 29910-1938

n. Modification of Agreement

This Concept Plan may be modified or amended only by written agreement of the Town and Crescent and/or New Riverside, LLC.

Copies of the Jones Estate and Palmetto Bluff Development Agreements with the Town of Bluffton are included for references as Exhibits C and D.

Conclusion

At the time Palmetto Bluff and the Jones Estate were annexed into the Town of Bluffton, it was anticipated that the property would be owned by separate parties. The purchase of Palmetto Bluff, Garvey Hall, and Pritchard Station by Crescent Resources presents a unique opportunity to deal with land use and planning on a comprehensive level. The combination of the plans as indicated in this application is the result of that planning effort. The combined plan allows for the orderly development of the land while maintaining the integrity of the environment. Keeping in mind transportation and education concerns, New Riverside, LLC will require developers of New Riverside Development Parcels to implement the Master Stormwater Management Plan and the requirements of the 404 Wetlands Survey into their Initial Master Planning to assist with the protection of critical resources.

CRESCENT RESOURCES LAND HOLDINGS
BLUFFTON, SC

TABLE 1

	Residential (Units)	Commercial (Acres)	Business Park (Acres)
ENTITLEMENT BY DEVELOPMENT AGREEMENT			
Palmetto Bluff	5000	300	200
Jones Estate			
Garvey Hall	1775	20	
Pritchard Station	796	90	
Subtotal	***2571***	***110***	
Total	***7571***	***410***	***200***
PROPOSED			
Palmetto Bluff PUD	**2920**	**180**	**0**
New Riverside	**4731**	**190**	**200**
Subtotal	***7651***	***370***	***200***
Difference	***80***	***(40)***	***0***

UPDATED 6/10/04

P:\16482\Concept Plan\Table 1 Rev 06-10-04.xls
last revised 6/09/04

TABLE 2

NEW RIVERSIDE

DEVELOPMENT SCHEDULE

YEAR	CUMULATIVE UNITS BUILT
2005	150
2010	1,100
2015	2,015
2020	2,930
2025	3,845
2030	4,731

The projections are based on the term of the development agreement and allowed density. Actual schedule will depend on market conditions and may change from time to time.

This Development Schedule is provided pursuant to the South Carolina Local Government Development Agreement Act, Sections 6-13-10 through 6-31-160 of the South Carolina Code of Laws (1976), as amended, and is subject to the terms and conditions of Article VI of that certain Jones Estate Development Agreement dated July 17, 2002, and recorded July 18, 2002, in the Office of the Register of Deeds of Beaufort County in Book 1315 at Page 1099.

THE HEADWATERS OF THE
TAY RIVER WATERSHED
MAY RIVER HEADWATERS PARCEL 9
DENSITY REDUCTION CONCEPT
Town of Bluffton
TDR Bank

Exhibit B

PARCEL 9
"SENDING ZONE"
764 MAXIMUM
DWELLING UNITS

"RESTRICTED AREA"

New Riverside

TOWN OF BLUFFTON
PILOT PROJECT
LOCATION

RDU'S REMOVED FROM PARCEL 9

1,300 UNITS

RDU'S REDISTRIBUTED TO OTHER AREAS WITHIN THE TOWN OF BLUFFTON CONSISTENT WITH THE NEW RIVERSIDE AMENDMENT TO THE NEW RIVERSIDE CONCEPT PLAN

RDU'S REDISTRIBUTED AT THE DIRECTION OF NEW RIVERSIDE, LLC.

Palmetto Bluff

RDU'S REDISTRIBUTED AT THE DIRECTION OF NEW RIVERSIDE, LLC.

Town of Bluffton
Development Rights Bank

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 enitity under the Crescent Resources, LLC name and shall only apply to residential dwelling units (RDU).

KEY

PUD / Concept Plan Boundary
- Buckwalter
- New Riverside
- Palmetto Bluff

Town Limits

Parcel 9 Sending Zone

Restricted Area

Pilot Project Location

0 2,500 5,000 7,500 10,000 1" = 2,500'

0 0.5 1 1.5 2 MILES

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
DEC 11 2012
PLANNING & GROWTH MGMT

TOWN OF BLUFFTON
APPROVED

N

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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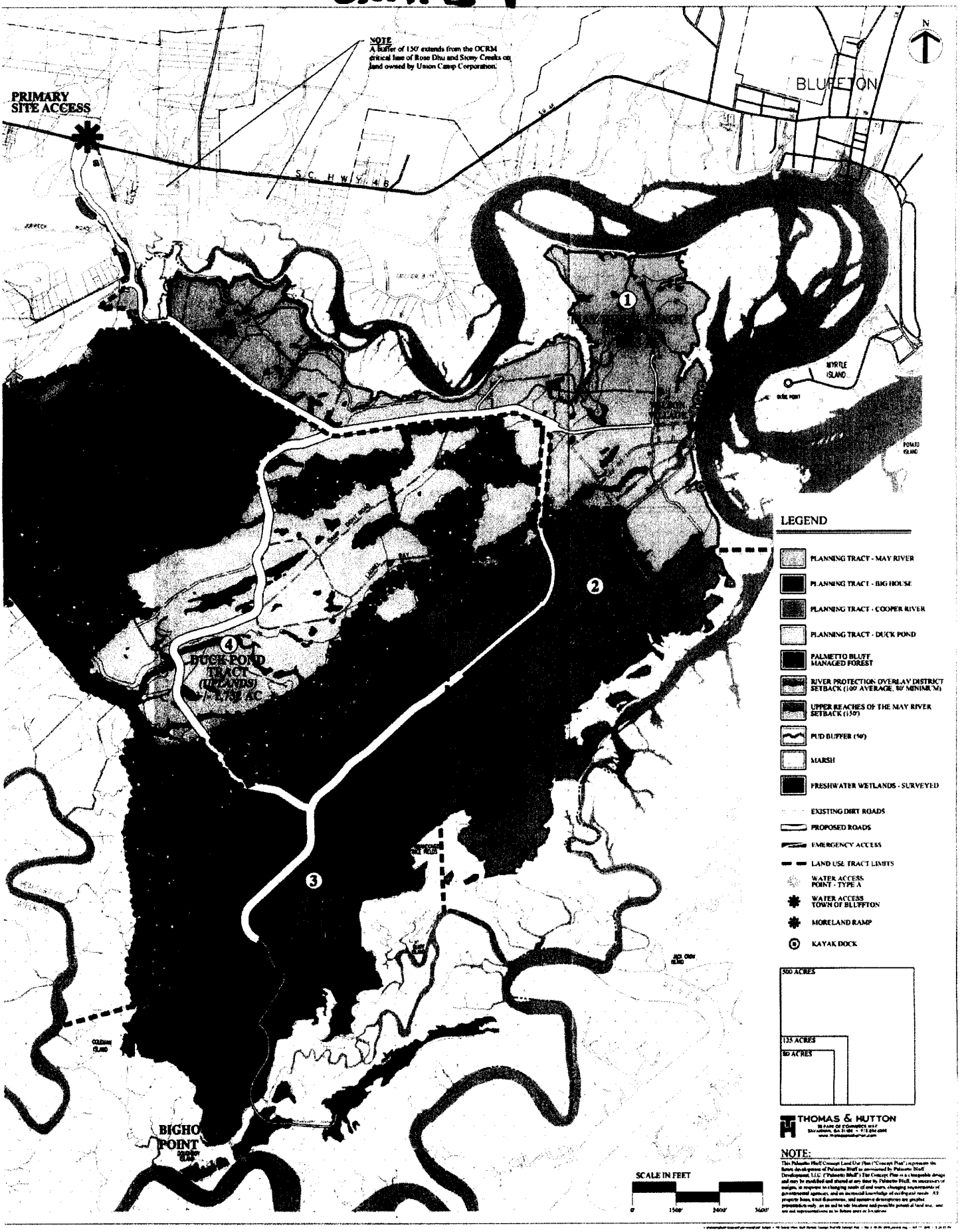
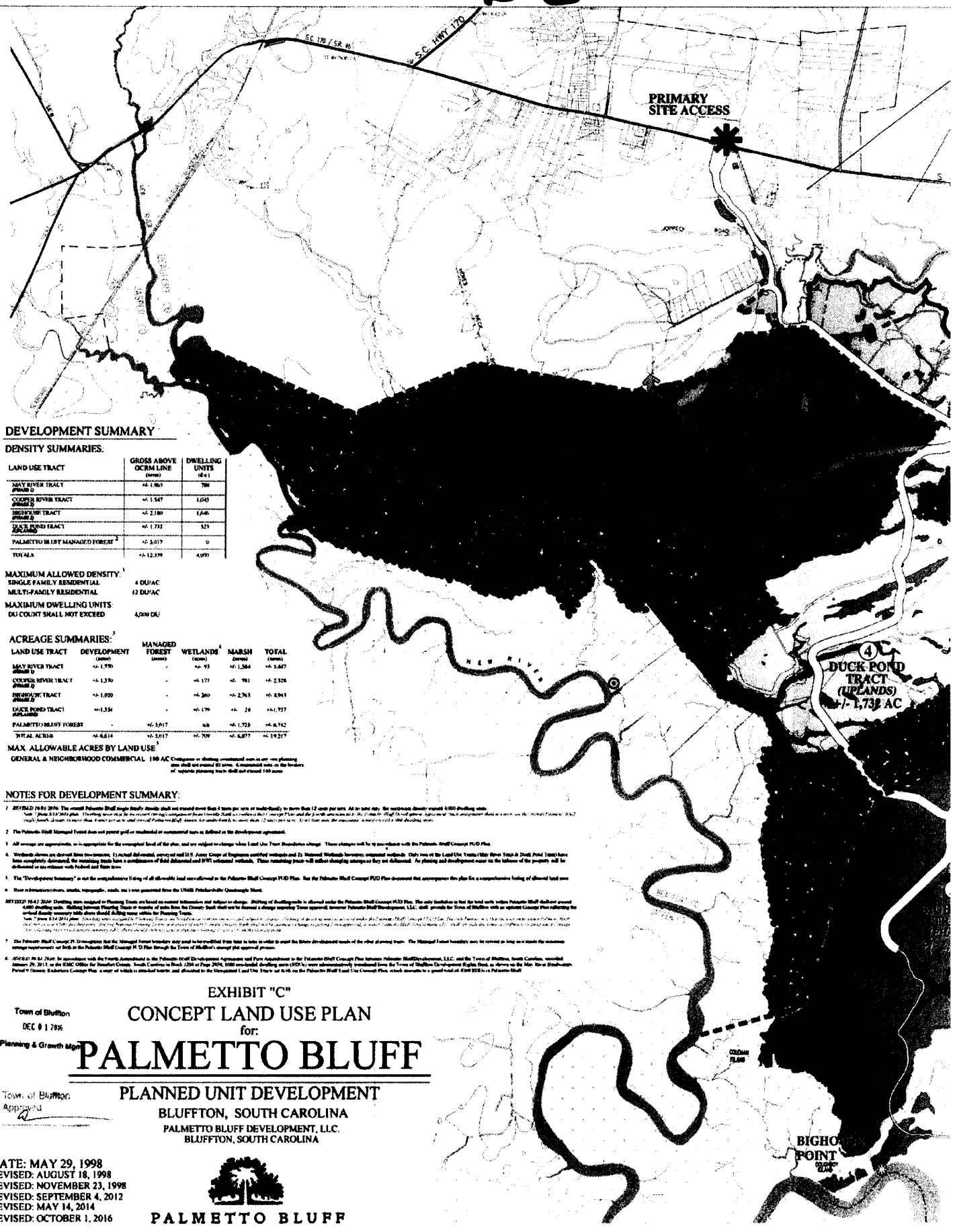
Exh. B-1


NOTE
A buffer of 150' extends from the OCRM critical line of Rose Dhu and Stony Creeks on land owned by Union Camp Corporation.
PRIMARY SITE ACCESS
S.C. HWY. 46
BLUFFTON
MYRTLE ISLAND
ROSE POINT
POTATO ISLAND
1
2
3
4
DUCK POND TRACT (WETLANDS) +/- 4.75± AC.
BIGHO POINT
LEGEND
PLANNING TRACT - MAY RIVER
PLANNING TRACT - BIG HOUSE
PLANNING TRACT - COOPER RIVER
PLANNING TRACT - DUCK POND
PALMETTO BLUFF MANAGED FOREST
RIVER PROTECTION OVERLAY DISTRICT SETBACK (100' AVERAGE, 80' MINIMUM)
UPPER REACHES OF THE MAY RIVER SETBACK (150')
PUD BUFFER (50')
MARSH
FRESHWATER WETLANDS - SURVEYED
EXISTING DIRT ROADS
PROPOSED ROADS
EMERGENCY ACCESS
LAND USE TRACT LIMITS
WATER ACCESS POINT - TYPE A
WATER ACCESS TOWN OF BLUFFTON
MORELAND RAMP
KAYAK DOCK
500 ACRES
135 ACRES
80 ACRES
SCALE IN FEET
0
1500'
3000'
5600'
THOMAS & HUTTON
NOTE:

Exh. B-2



DEVELOPMENT SUMMARY

DENSITY SUMMARIES:

LAND USE TRACT	GROSS ABOVE OCRM LINE (acres)	DWELLING UNITS (d.u.)
MAY RIVER TRACT (PHASE I)	+/- 1,865	788
COOPER RIVER TRACT (PHASE I)	+/- 1,547	1,043
BIGHOW TRACT (PHASE 2)	+/- 2,180	1,646
DUCK POND TRACT (UPLANDS)	+/- 1,732	523
PALMETTO BLUFF MANAGED FOREST [2]	+/- 3,017	0
TOTALS	+/- 12,339	4,000

MAXIMUM ALLOWED DENSITY: [1]
SINGLE FAMILY RESIDENTIAL 4 DU/AC
MULTI-FAMILY RESIDENTIAL 12 DU/AC

MAXIMUM DWELLING UNITS:
DU COUNT SHALL NOT EXCEED 4,000 DU

ACREAGE SUMMARIES: [3]

LAND USE TRACT	DEVELOPMENT (acres)	MANAGED FOREST (acres)	WETLANDS [4] (acres)	MARSH (acres)	TOTAL (acres)
MAY RIVER TRACT (PHASE I)	+/- 1,970	-	+/- 93	+/- 1,584	+/- 3,647
COOPER RIVER TRACT (PHASE I)	+/- 1,370	-	+/- 177	+/- 781	+/- 2,328
BIGHOW TRACT (PHASE 2)	+/- 1,920	-	+/- 260	+/- 2,763	+/- 4,943
DUCK POND TRACT (UPLANDS)	+/-1,354	-	+/- 179	+/- 24	+/-1,757
PALMETTO BLUFF FOREST	-	+/- 3,017	n/a	+/- 1,725	+/- 4,742
TOTAL ACRES	+/- 6,614	+/- 3,017	+/- 709	+/- 6,877	+/- 19,217

MAX. ALLOWABLE ACRES BY LAND USE [5]
GENERAL & NEIGHBORHOOD COMMERCIAL 100 AC Contiguous or abutting commercial uses on any one planning area shall not exceed 50 acres. Commercial uses on the borders of separate planning tracts shall not exceed 100 acres.

NOTES FOR DEVELOPMENT SUMMARY:

1. *REVISED 10/1/2016:* The overall Palmetto Bluff single family density shall not exceed more than 4 units per acre or multi-family to more than 12 units per acre. At no time may the maximum density exceed 4,000 dwelling units.
2. The Palmetto Bluff Managed Forest does not permit golf or residential or recreational uses as defined in the development agreement.
3. All acreages 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 Palmetto Bluff Concept PUD Plan.
4. Wetlands shown are derived from two sources: 1) Actual delineated, approved and U.S. Army Corps of Engineers certified wetlands and 2) National Wetlands Inventory, estimated wetlands. Only two of the Land Use Tracts (May River Tract & Duck Pond Tract) have been completely delineated, the remaining tracts have a combination of field delineated and NWI estimated wetlands. These remaining tracts will reflect changing acreages as they are delineated. As planning and development occurs on the balance of the property, will be delineated in accordance with Federal and State laws.
5. The "Development Summary" is not the comprehensive listing of all allowable land uses allowed in the Palmetto Bluff Concept PUD Plan. See the Palmetto Bluff Concept PUD Plan document that encompasses this plan for a comprehensive listing of allowed land uses.
6. Base information (rivers, creeks, topographic, roads, etc.) was generated from the USGS Pritchardville Quadrangle Sheet.

REVISED 10/1/2016: Dwelling units assigned to Planning Tracts are based on current information and subject to change. Shifting of dwellings is allowed under the Palmetto Bluff Concept PUD Plan. The only limitation is that the total units within Palmetto Bluff shall not exceed 4,000 dwelling units. Shifting between Planning Tracts or transfer of units from the County Bank shall not be deemed a change requiring Town approval, however Palmetto Bluff Development, LLC. shall provide the Town of Bluffton with an updated Concept Plan reflecting the revised density summary table above should shifting occur within the Planning Tracts.

7. The Palmetto Bluff Concept Plan recognizes that the Managed Forest boundary may need to be modified from time to time in order to meet the forest development needs of the other planning tracts. The Managed Forest boundary may be revised as long as it meets the minimum acreage requirements set forth in the Palmetto Bluff Concept PUD Plan through the Town of Bluffton's concept plan approval process.
8. *REVISED 10/1/2016:* In accordance with the Fourth Amendment to the Palmetto Bluff Development Agreement and First Amendment to the Palmetto Bluff Concept Plan between Palmetto Bluff Development, LLC. and the Town of Bluffton, South Carolina, recorded January 29, 2013, in the RMC Office for Beaufort County, South Carolina in Book 3269 at Page 2026, 1000 unclassified dwelling units (UDUs) were administratively transferred from the Town of Bluffton Development Rights Bank, as shown on the May Town Headquarters Parcel 9 Density Reduction Concept Plan, a copy of which is attached hereto and allocated to the Unexpired Land Use Tracts set forth on the Palmetto Bluff Land Use Concept Plan, which amends to a grand total of 4,000 DUs in the Palmetto Bluff.

Town of Bluffton
DEC 0 1 2016
Planning & Growth Mgmt

Town of Bluffton
Approved

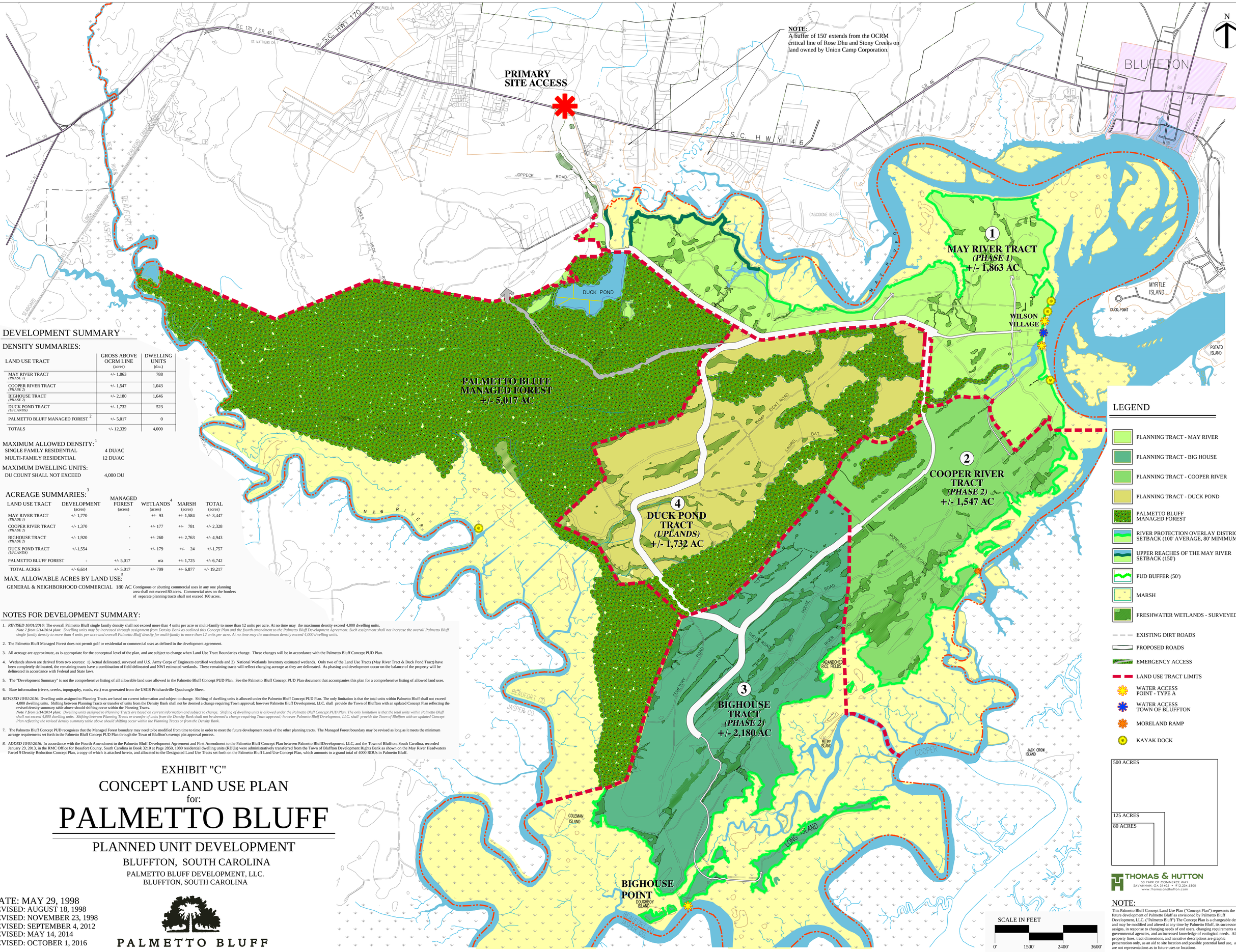
EXHIBIT "C"
CONCEPT LAND USE PLAN
for:
PALMETTO BLUFF
PLANNED UNIT DEVELOPMENT
BLUFFTON, SOUTH CAROLINA

PALMETTO BLUFF DEVELOPMENT, LLC.
BLUFFTON, SOUTH CAROLINA

DATE: MAY 29, 1998
REVISED: AUGUST 18, 1998
REVISED: NOVEMBER 23, 1998
REVISED: SEPTEMBER 4, 2012
REVISED: MAY 14, 2014
REVISED: OCTOBER 1, 2016

PALMETTO BLUFF

CPA 11-16-10277 PB Concept Master Plan
Palmetto Bluff Transfer of RDUs
Palmetto Bluff



NOTE:
A buffer of 150' extends from the OCRM critical line of Rose Dhu and Stony Creeks on land owned by Union Camp Corporation.

DEVELOPMENT SUMMARY

DENSITY SUMMARIES:

LAND USE TRACT	GROSS ABOVE OCRM LINE (acres)	DWELLING UNITS (d.u.)
MAY RIVER TRACT *(PHASE 1)*	+/- 1,863	788
COOPER RIVER TRACT *(PHASE 2)*	+/- 1,547	1,043
BIGHOUSE TRACT *(PHASE 2)*	+/- 2,180	1,646
DUCK POND TRACT *(UPLANDS)*	+/- 1,732	523
PALMETTO BLUFF MANAGED FOREST [2]	+/- 5,017	0
TOTALS	+/- 12,339	4,000

MAXIMUM ALLOWED DENSITY: [1]
- SINGLE FAMILY RESIDENTIAL — 4 DU/AC
- MULTI-FAMILY RESIDENTIAL — 12 DU/AC

MAXIMUM DWELLING UNITS:
- DU COUNT SHALL NOT EXCEED — 4,000 DU

ACREAGE SUMMARIES: [3]

LAND USE TRACT	DEVELOPMENT (acres)	MANAGED FOREST (acres)	WETLANDS [4] (acres)	MARSH (acres)	TOTAL (acres)
MAY RIVER TRACT *(PHASE 1)*	+/- 1,770	-	+/- 93	+/- 1,584	+/- 3,447
COOPER RIVER TRACT *(PHASE 2)*	+/- 1,370	-	+/- 177	+/- 781	+/- 2,328
BIGHOUSE TRACT *(PHASE 2)*	+/- 1,920	-	+/- 260	+/- 2,763	+/- 4,943
DUCK POND TRACT *(UPLANDS)*	+/-1,554	-	+/- 179	+/- 24	+/-1,757
PALMETTO BLUFF FOREST	-	+/- 5,017	n/a	+/- 1,725	+/- 6,742
TOTAL ACRES	+/- 6,614	+/- 5,017	+/- 709	+/- 6,877	+/- 19,217

MAX. ALLOWABLE ACRES BY LAND USE: [5]
- GENERAL & NEIGHBORHOOD COMMERCIAL — 180 AC — Contiguous or abutting commercial uses in any one planning area shall not exceed 80 acres. Commercial uses on the borders of separate planning tracts shall not exceed 160 acres.

NOTES FOR DEVELOPMENT SUMMARY:

1. *REVISED 10/01/2016:* The overall Palmetto Bluff single family density shall not exceed more than 4 units per acre or multi-family to more than 12 units per acre. At no time may the maximum density exceed 4,000 dwelling units.
   Note 7 from 5/14/2014 plan: *Dwelling units may be increased through assignment from Density Bank as outlined this Concept Plan and the fourth amendment to the Palmetto Bluff Development Agreement. Such assignment shall not increase the overall Palmetto Bluff single family density to more than 4 units per acre and overall Palmetto Bluff density for multi-family to more than 12 units per acre. At no time may the maximum density exceed 4,000 dwelling units.*
2. The Palmetto Bluff Managed Forest does not permit golf or residential or commercial uses as defined in the development agreement.
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 Palmetto Bluff Concept PUD Plan.
4. Wetlands shown are derived from two sources: 1) Actual delineated, surveyed and U.S. Army Corps of Engineers certified wetlands and 2) National Wetlands Inventory estimated wetlands. Only two of the Land Use Tracts (May River Tract & Duck Pond Tract) have been completely delineated, the remaining tracts have a combination of field delineated and NWI estimated wetlands. These remaining tracts will reflect changing acreage as they are delineated. As phasing and development occur on the balance of the property will be delineated in accordance with Federal and State laws.
5. The "Development Summary" is not the comprehensive listing of all allowable land uses allowed in the Palmetto Bluff Concept PUD Plan. See the Palmetto Bluff Concept PUD Plan document that accompanies this plan for a comprehensive listing of allowed land uses.
6. Base information (rivers, creeks, topography, roads, etc.) was generated from the USGS Pritchardville Quadrangle Sheet.

REVISED 10/01/2016: Dwelling units assigned to Planning Tracts are based on current information and subject to change. Shifting of dwelling units is allowed under the Palmetto Bluff Concept PUD Plan. The only limitation is that the total units within Palmetto Bluff shall not exceed 4,000 dwelling units. Shifting between Planning Tracts or transfer of units from the Density Bank shall not be deemed a change requiring Town approval; however Palmetto Bluff Development, LLC. shall provide the Town of Bluffton with an updated Concept Plan reflecting the revised density summary table above should shifting occur within the Planning Tracts.
Note 7 from 5/14/2014 plan: *Dwelling units assigned to Planning Tracts are based on current information and subject to change. Shifting of dwelling units is allowed under the Palmetto Bluff Concept PUD Plan. The only limitation is that the total units within Palmetto Bluff shall not exceed 4,000 dwelling units. Shifting between Planning Tracts or transfer of units from the Density Bank shall not be deemed a change requiring Town approval; however Palmetto Bluff Development, LLC. shall provide the Town of Bluffton with an updated Concept Plan reflecting the revised density summary table above should shifting occur within the Planning Tracts or from the Density Bank.*

7. The Palmetto Bluff Concept PUD recognizes that the Managed Forest boundary may need to be modified from time to time in order to meet the future development needs of the other planning tracts. The Managed Forest boundary may be revised as long as it meets the minimum acreage requirements set forth in the Palmetto Bluff Concept PUD Plan through the Town of Bluffton's exempt plat approval process.
8. *ADDED 10/01/2016:* In accordance with the Fourth Amendment to the Palmetto Bluff Development Agreement and First Amendment to the Palmetto Bluff Concept Plan between Palmetto BluffDevelopment, LLC, and the Town of Bluffton, South Carolina, recorded January 29, 2013, in the RMC Office for Beaufort County, South Carolina in Book 3210 at Page 2850, 1080 residential dwelling units (RDUs) were administratively transferred from the Town of Bluffton Development Rights Bank as shown on the May River Headwaters Parcel 9 Density Reduction Concept Plan, a copy of which is attached hereto, and allocated to the Designated Land Use Tracts set forth on the Palmetto Bluff Land Use Concept Plan, which amounts to a grand total of 4000 RDUs in Palmetto Bluff.

EXHIBIT "C"

CONCEPT LAND USE PLAN
for:
PALMETTO BLUFF

PLANNED UNIT DEVELOPMENT

BLUFFTON, SOUTH CAROLINA

PALMETTO BLUFF DEVELOPMENT, LLC.
BLUFFTON, SOUTH CAROLINA

DATE: MAY 29, 1998
REVISED: AUGUST 18, 1998
REVISED: NOVEMBER 23, 1998
REVISED: SEPTEMBER 4, 2012
REVISED: MAY 14, 2014
REVISED: OCTOBER 1, 2016

PALMETTO BLUFF

LEGEND

- PLANNING TRACT - MAY RIVER
- PLANNING TRACT - BIG HOUSE
- PLANNING TRACT - COOPER RIVER
- PLANNING TRACT - DUCK POND
- PALMETTO BLUFF MANAGED FOREST
- RIVER PROTECTION OVERLAY DISTRICT SETBACK (100' AVERAGE, 80' MINIMUM)
- UPPER REACHES OF THE MAY RIVER SETBACK (150')
- PUD BUFFER (50')
- MARSH
- FRESHWATER WETLANDS - SURVEYED
- EXISTING DIRT ROADS
- PROPOSED ROADS
- EMERGENCY ACCESS
- LAND USE TRACT LIMITS
- WATER ACCESS POINT - TYPE A
- WATER ACCESS TOWN OF BLUFFTON
- MORELAND RAMP
- KAYAK DOCK

500 ACRES
125 ACRES
80 ACRES

THOMAS & HUTTON
50 PARK OF COMMERCE WAY
SAVANNAH, GA 31405 • 912.234.5300
www.thomasandhutton.com

NOTE:

This Palmetto Bluff Concept Land Use Plan ("Concept Plan") represents the future development of Palmetto Bluff as envisioned by Palmetto Bluff Development, LLC. ("Palmetto Bluff") The Concept Plan is a changeable design and may be modified and altered at any time by Palmetto Bluff, its successors or assigns, in response to changing needs of end users, changing requirements of governmental agencies, and an increased knowledge of ecological needs. All property lines, tract dimensions, and narrative descriptions are graphic presentation only, as an aid to site location and possible potential land use, and are not representations as to future uses or locations.

I:\PalmettoBluff-Crescent\pb-overall\MP Exhibit – PB Overall\Palm Bluff Revised Concept Plan\PB Concept Plan – Rev 1 10-01-2016_recover.dwg – Oct 17, 2016 – 2:24:23 PM

Exh. B-3

EXHIBIT "E"

NEW RIVERSIDE
LAND USE MASTER PLAN

BLUFFTON, SOUTH CAROLINA

PREPARED FOR:
NEW RIVERSIDE, L.L.C.

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
OCTOBER 1, 2016

PROPOSED NEW RIVERSIDE ENTRANCE

BROADCUT OR MEDIAN BREAK
(AS JONES ESTATE PUD CONCEPT PLAN)

ZONING AREA - A6
RESIDENTIAL
COMMERCIAL SITE - 50 AC.

SITE
NEW RIVERSIDE

VICINITY MAP
NOT TO SCALE

ZONING AREA - C1
*COMMERCIAL

ZONING AREA - C2
*COMMERCIAL

REVISED GARVEY HALL - PRITCHARD STATION / MAINLAND PUD LINE

ZONING AREA - 9
* RESIDENTIAL

ZONING AREA - C3
* NEIGHBORHOOD COMMERCIAL

ZONING AREA - C3
*NEIGHBORHOOD COMMERCIAL

7

8A

8B

ZONING AREA - A6
* RESIDENTIAL

Town of Bluffton
DEC 01 2016
Planning & Growth Mgmt

Town of Bluffton
Approved

MAINLAND PUD LINE

ZONING AREA - 7
* RESIDENTIAL

ZONING AREA - A6
* RESIDENTIAL

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

0 400' 800' 1600' 2400' 3200'

ACCESS POINT STANDARDS

POTENTIAL TRAFFIC SIGNAL LOCATION 2640' (+/- 800') MIN. SEPARATION EXCEPT AS SHOWN ON PLANS

ACCESS POINT TYPICAL

RI/RO RIGHT IN / RIGHT OUT 600' MIN. SEPARATION BETWEEN TRAFFIC SIGNALS

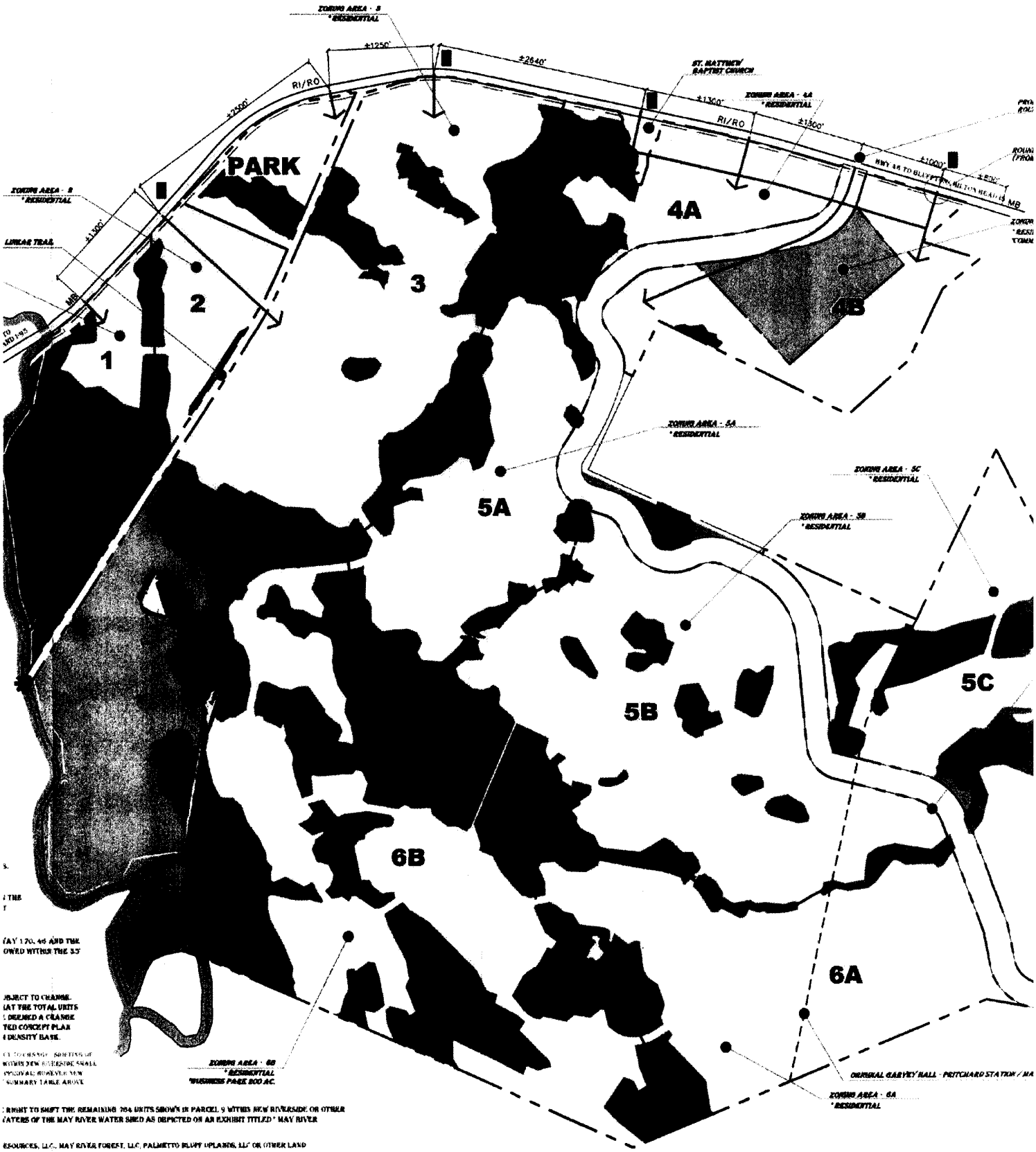
MB MEDIAN BREAK FULL INTERSECTION

REFER TO CONCEPT PLAN DOCUMENT ATTACHMENT 1, BLUFFTON HCOD MODIFICATIONS AND BLUFFTON HCOD.

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.

CPA 11-16-10276 NR Concept Master Transfer of RDUs
New Riverside
New Riverside

Exh. B-4



LAND USE LEGEND

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

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.

Exh. B-5

LEGEND

DEVELOPMENT SUMMARY

DENSITY SUMMARIES:

LAND USE TRACT	TOTAL ACREAGE (gross)	RESIDENTIAL DWELLING UNITS (+/-)	DWELLINGS FROM DENSITY BANK
PARCEL 1A, 1B, 5A, 5B, 6A, 6B, 7, 8A & 8B	+/- 2,864	2,667	22 MAX.
PARCEL 9	+/- 901	764	0
PARCEL C1, C2, C3 & C4	+/- 64	0	0
RIGHT OF WAY	+/- 157	0	0
RICE PRESERVE	+/- 267	0	0
PARK	+/- 44	0	0
LINEAR TRAIL	+/- 39	0	0
TOTALS	+/- 4,006	3,431	22 MAX.

- *190 ACRES OF COMMERCIAL IS ALLOWED UNDER THE NEW RIVERSIDE CONCEPT PLAN. THIS INCLUDES THE 46 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	3,651 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.

ALLOWED DENSITY

DWELLING UNITS	3,651
COMMERCIAL ACREAGE	190 AC
BUSINESS PARK	200 AC

ZONING AREA - 1
NO RESIDENTIAL UNITS ALLOWED

HWY 170 TO SAVANNAH AND I-95

LINEAR TR

1. DENSITY BANK

DWELLING UNITS MAY BE INCREASED THROUGH ASSIGNMENT FROM DENSITY BANK AS DEFINED 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 MULTI-FAMILY TO MORE THAN 16 UNITS PER ACRE.

BUFFERS

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

NOTES FOR DEVELOPMENT SUMMARY:

4. [redacted] DENSITY ALLOCATIONS ARE SUBJECT TO CHANGE IN ACCORDANCE WITH THE NEW RIVERSIDE CONCEPT PLAN DOCUMENT. AT NO TIME MAY THE MAXIMUM DENSITY EXCEED 3,651 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.

NOTE: FROM ON THIS PLAN, DENSITY ALLOCATIONS ARE SUBJECT TO CHANGE IN ACCORDANCE WITH THE NEW RIVERSIDE CONCEPT PLAN DOCUMENT. AT NO TIME MAY THE MAXIMUM DENSITY EXCEED 3,651 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.

5. 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.
6. 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.
7. 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.
8. WETLANDS INDICATED ON THIS LAND USE MASTER PLAN WERE DELINEATED, SURVEYED AND VERIFIED BY THE U.S. ARMY CORPS OF ENGINEERS.
9. 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.
10. A 35' LEISURE TRAIL EASEMENT SHALL BE LOCATED IN THE 50' BUFFER AND/OR ROAD RIGHT OF WAY ON HIGHWAY [illegible] EAST-WEST CONNECTOR AS INDICATED ON THIS CONCEPT MASTER PLAN. A 80' UTILITY EASEMENT SHALL BE ALLOWED WITH LEISURE TRAIL EASEMENT.
11. INSTITUTIONAL / CIVIC IS A BY RIGHT LAND USE FOR THE ENTIRE NEW RIVERSIDE PUD.
12. [redacted] 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 10 WITHIN NEW RIVERSIDE SHALL NOT EXCEED 3,651 DWELLING UNITS. SHIFTING BETWEEN ZONING AREAS SHALL NOT BE DEEMED A REQUIRING TOWN APPROVAL; HOWEVER NEW RIVERSIDE, LLC SHALL PROVIDE THE TOWN OF BLUFFTON WITH AN UPDATED CONCEPT REFLECTING THE REVISED DENSITY SUMMARY TABLE ABOVE SHOULD SHIFTING OCCUR WITHIN ZONING AREAS OR FROM DENSITY [illegible]

NOTE: FROM ON THIS PLAN, 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 PLAN, THE ONLY LIMITATION IS THAT THE 10 WITHIN NEW RIVERSIDE SHALL NOT EXCEED 3,651 DWELLING UNITS. SHIFTING BETWEEN ZONING AREAS SHALL NOT BE DEEMED A 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.

13. CONSISTENT WITH THE 4TH AMENDMENT TO THE NEW RIVERSIDE CONCEPT PLAN, NEW RIVERSIDE, LLC RESERVES THE RIGHT TO TRANSFER DWELLING UNITS FROM AREAS WITHIN BLUFFTON PROVIDED THAT THEY ARE NOT TRANSFERRED BACK WITHIN THE BOUNDARY OF THE HEADWATERS OF HEADWATERS - PARCEL 9 DENSITY REDUCTION CONCEPT", DATED SEPTEMBER 4, 2012.
14. [redacted] THE RESTRICTION OF TRANSFERRING RDU'S APPLIES ONLY TO PROPERTY OWNED BY CRESCENT RESOURCES HOLDING ENTITIES UNDER THE CRESCENT COMMUNITIES NAME AND SHALL ONLY APPLY TO RESIDENTIAL DWELLING UNITS ONLY.

NOTE: FROM ON THIS PLAN, THE RESTRICTION OF TRANSFERRING RDU'S APPLIES ONLY TO PROPERTY OWNED BY [illegible] HOLDING ENTITIES UNDER THE CRESCENT COMMUNITIES NAME AND SHALL ONLY APPLY TO RESIDENTIAL DWELLING UNITS ONLY.

15. [redacted] IN ACCORDANCE WITH THE FOURTH AMENDMENT TO THE NEW RIVERSIDE CONCEPT PLAN OF WHICH NOTICE OF OFFICE FOR BEAUFORT COUNTY, SOUTH CAROLINA IN BOOK 3210 AT PAGE 1936, 1,080 RESIDENTIAL DWELLING UNITS (RDUS) HAVE AS OF THIS DATE, MAXIMUM RDUS OF 3,651 WITHIN NEW RIVERSIDE. THE 1,080 RDUS WERE ADMINISTRATIVELY TRANSFERRED FROM THE PARCEL 9 DENSITY REDUCTION CONCEPT PLAN, A COPY OF WHICH IS ATTACHED HERETO.

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 [13]	220 MAX [1]
PARCEL 9	+/- 593	764 [13]	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 [13]	220 MAX [1]

- *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: [4]

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

MAXIMUM DWELLING UNITS:

DU COUNT SHALL NOT EXCEED 3,651 DU [4]

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.

ALLOWED DENSITY

DWELLING UNITS	3,651 [4]
COMMERCIAL ACREAGE	190 AC
BUSINESS PARK	200 AC

1. DENSITY BANK:

DWELLING UNITS MAY BE INCREASED THROUGH ASSIGNMENT FROM DENSITY BANK AS OUTLINED 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

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

NOTES FOR DEVELOPMENT SUMMARY:

4. REVISED 10/01/2016: DENSITY ALLOCATIONS ARE SUBJECT TO CHANGE IN ACCORDANCE WITH THE NEW RIVERSIDE CONCEPT PLAN DOCUMENT. AT NO TIME MAY THE MAXIMUM DENSITY EXCEED 3,651 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.

NOTE 4 FROM 09/04/2012 PLAN: 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.

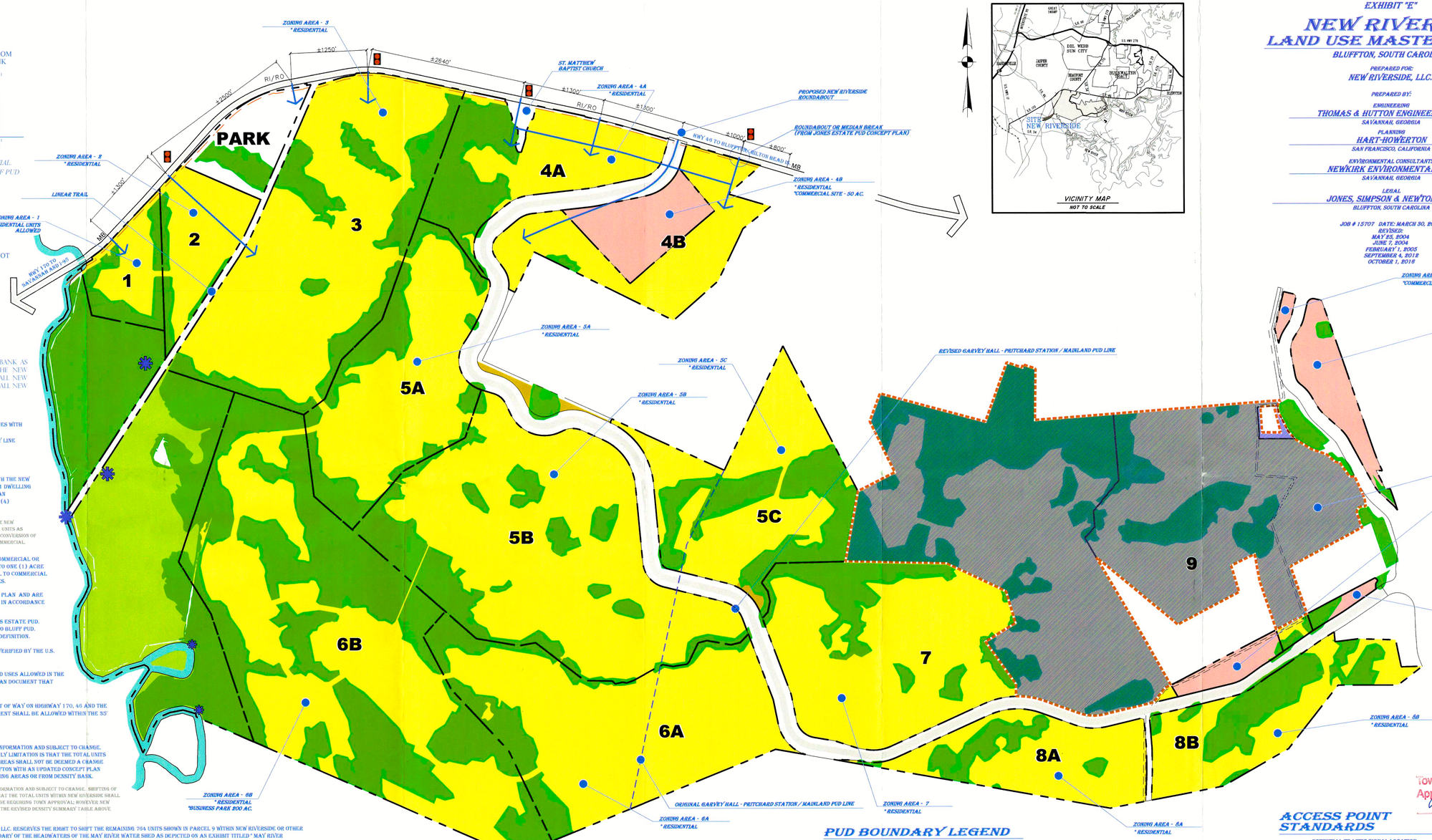
5. THE OWNER OR DEVELOPER SHALL HAVE THE RIGHT TO CONVERT RESIDENTIAL DENSITY TO COMMERCIAL OR NEIGHBORHOOD COMMERCIAL ACREAGE. FOUR (4) DWELLING UNITS SHALL BE CONVERTIBLE TO ONE (1) ACRE OF COMMERCIAL DEVELOPMENT. A CAP OF 100 ACRES SHALL BE PLACED ON THE RESIDENTIAL TO COMMERCIAL CONVERSION, PROVIDED THAT THE TOTAL COMMERCIAL ACREAGE CANNOT EXCEED 400 ACRES.
6. 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.
7. 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.
8. WETLANDS INDICATED ON THIS LAND USE MASTER PLAN WERE DELINEATED, SURVEYED AND VERIFIED BY THE U.S. ARMY CORPS OF ENGINEERS.
9. 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.
10. 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.
11. INSTITUTIONAL / CIVIC IS A BY RIGHT LAND USE FOR THE ENTIRE NEW RIVERSIDE PUD.
12. REVISED 10/01/2016: 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 3,651 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.

NOTE 4 FROM 09/04/2012 PLAN: 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.

13. 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.
14. REVISED 10/01/2016: THE RESTRICTION OF TRANSFERRING EDUS 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 COMMUNITIES NAME AND SHALL ONLY APPLY TO RESIDENTIAL DWELLING UNITS (RDU).

NOTE 4 FROM 09/04/2012 PLAN:THE RESTRICTION OF TRANSFERRING EDUS 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).

15. ADDED 10/01/2016: IN ACCORDANCE WITH THE FOURTH AMENDMENT TO THE NEW RIVERSIDE CONCEPT PLAN BETWEEN NEW RIVERSIDE, LLC, AND THE TOWN OF BLUFFTON, SOUTH CAROLINA, RECORDED JANUARY 29, 2013, IN THE RMC OFFICE FOR BEAUFORT COUNTY, SOUTH CAROLINA IN BOOK 3210 AT PAGE 2570, 1,050 RESIDENTIAL DWELLING UNITS (RDUS) HAVE BEEN ADMINISTRATIVELY TRANSFERRED FROM THE NEW RIVERSIDE LAND USE MASTER PLAN, LEAVING AS OF THIS DATE MAXIMUM RDUS OF 3,651 WITHIN NEW RIVERSIDE. THE 1,050 RDUS WERE ADMINISTRATIVELY TRANSFERRED FROM THE TOWN OF BLUFFTON DEVELOPMENT RIGHTS BANK AS DESIGNATED ON THE MAY RIVER HEADWATERS PARCEL 9 DENSITY REDUCTION CONCEPT PLAN, A COPY OF WHICH IS ATTACHED HERETO.



LAND USE LEGEND

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

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.

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

0 400' 800' 1600' 2400' 3200'

ACCESS POINT STANDARDS

- POTENTIAL TRAFFIC SIGNAL LOCATION 2640' (+/- 200') MIN. SEPARATION EXCEPT AS SHOWN ON PLANS
- RI/RO — RIGHT IN / RIGHT OUT 500' MIN. SEPARATION BETWEEN TRAFFIC SIGNALS
- ACCESS POINT TYPICAL
- MB — MEDIAN BREAK FULL INTERSECTION

REFER TO CONCEPT PLAN DOCUMENT ATTACHMENT 1, BLUFFTON HCOD MODIFICATIONS AND BLUFFTON HCOD.

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.

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
OCTOBER 1, 2016

Town of Bluffton
DEC 01 2016
Planning & Growth Mgmt

Town of Bluffton
Approved

CPA 11-16-10276 NR Concept Master Transfer of RDUs
New Riverside
New Riverside

RECEIVED

NOV 14 2016

BY:_____

Exh. C

Town of Bluffton
Development Rights Bank
Residential Dwelling Unit Withdrawal Slip

Owner: New Riverside, LLC

Number of Residential Dwelling Units Withdrawn: 1,080 RDUs

Sending Zone Description

Sending Zone Owner: Palmetto Bluff Development,LLC, Palmetto Bluff Uplands, LLC and May River Forest, LLC

Applicable Concept Plan: Palmetto Bluff Concept Land Use Plan

Concept Plan Land Use Tract: May River Tract, Cooper River Tract, Bighouse Tract, Duck Pond Tract

Master Plan: not applicable at this time

Parcel/Tract: not applicable at this time

WITNESSES:

TOWN OF BLUFFTON

By: _____

Its: Town Manager

NEW RIVERSIDE, LLC

By: _____

Its: VICE PRESIDENT

PALMETTO BLUFF DEVELOPMENT, LLC

By: _____

Its: VICE PRESIDENT

TOWN OF BLUFFTON
DEVELOPMENT RIGHTS BANK
RESIDENTIAL DWELLING UNIT WITHDRAWAL SLIP

(cont'd)

WITNESSES:

PALMETTO BLUFF UPLANDS, LLC

By:

Its: VICE PRESIDENT

WITNESSES:

MAY RIVER FOREST, LLC

By:

Its: VICE PRESIDENT