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VILLAGE AT VERDIER

FIRST AMENDMENT AND REAFFIRMATION TO THE DEVELOPMENT AGREEMENT FOR VERDIER PLANTATION

BETWEEN SECURITY BANK OF KANSAS CITY

AND

THE TOWN OF BLUFFTON,

SOUTH CAROLINA

April 12, 2011

STATE OF SOUTH CAROLINA	)	**FIRST AMENDMENT AND REAFFIRMATION**
	)	**TO THE DEVELOPMENT AGREEMENT**
COUNTY OF BEAUFORT	)	**FOR VERDIER PLANTATION**

THIS FIRST AMENDMENT AND REAFFIRMATION TO THE DEVELOPMENT AGREEMENT FOR VERDIER PLANTATION (this "Amendment") is made and entered this _____ day of _____, 2011, by and between **SECURITY BANK OF KANSAS CITY** ("Owner") and the governmental authority of the **TOWN OF BLUFFTON, SOUTH CAROLINA** ("Town").

WHEREAS, the legislature of the State of South Carolina has enacted the "South Carolina Local Government Development Agreement Act," (the "Act") as set forth in Sections 6-31-10 through 6-31-160 of the South Carolina Code of Laws (1976), as amended; and

WHEREAS, Section 6-31-10(B)(1) of the Act recognizes that "[t]he lack of certainty in the approval of development can result in a waste of economic and land resources, can discourage sound capital improvement planning and financing, can cause the cost of housing and development to escalate, and can discourage commitment to comprehensive planning"; and

WHEREAS, Section 6-31-10(B)(6) of the Act also states: "[d]evelopment agreements will encourage the vesting of property rights by protecting such rights from the effect of subsequently enacted local legislation or from the effects of changing policies and procedures of local government agencies which may conflict with any term or provision of the Development Agreement or in any way hinder, restrict, or prevent the development of the project. Development agreements will provide a reasonable certainty as to the lawful requirements that must be met in protecting vested property rights, while maintaining the authority and duty of government to enforce laws and regulations which promote the public safety, health, and general welfare of the citizens of our State"; and,

WHEREAS, the Act further authorizes local governments, including municipal governments, to enter into development agreements with developers to accomplish these and other goals as set forth in Section 6-31-10 of the Act; and,

WHEREAS, the 125.32 acre Village at Verdier ("Property") was established through Town Council approval of the Village at Verdier Annexation Petition by Ordinance 2002-10 on October 9, 2002; the Village at Verdier PUD Zoning Map Amendment by Ordinance 2002-11 on October 9, 2002; the Village at Verdier Initial Master Plan by a majority vote of Town Council on October 9, 2002; and Authorization for the Mayor to execute the Village at Verdier Development Agreement on behalf of the Town with Longview Development Company, Inc. (Longview Development Company, Inc. and/or Verdier Plantation, L.L.C. collectively being the "Previous Owner") by Ordinance 2002-12 on October 9, 2002.

The Development Agreement Between Previous Owner and the Town of Bluffton, South Carolina was subsequently executed on December 18, 2002 ("Original Agreement") and was recorded in the Beaufort County Register of Deeds Office in Book 1683 at Page 1210; and

WHEREAS, the Term of the Original Agreement was extended for 3 months by Ordinance 2007-20 and an additional 5 year extension was approved by Ordinance 2008-04 on March 6, 2008; and

WHEREAS, the Property was transferred to Owner pursuant to an Order of Judgment of Foreclosure on October 2, 2008; and

WHEREAS, the Owner wishes to amend and restate the Original Agreement to address market and economic trends; and

WHEREAS, the Town seeks to protect and preserve the natural environment and to secure for its citizens quality, well planned and designed development and a stable and viable tax base; and

WHEREAS, the Town finds that the program of development proposed by the Owner for this Property is consistent with the Town's comprehensive land use plan; and will further the health, safety welfare and economic well-being of the Town and its residents; and

WHEREAS, the amended development program for the Property presents an unprecedented opportunity for the Town to secure quality planning and growth, protection of the environment and a strengthened and revitalized tax base; and

WHEREAS, this Amendment is being made and entered between Owner and Town, under the terms of the Act, for the purpose of providing assurances to Owner that it may proceed with its development plan under the terms hereof, as hereinafter defined, without encountering future changes in law which would materially affect the ability to develop under the plan, and for the purpose of providing important protection to the natural environment and long term financial stability and a viable tax base to the Town of Bluffton; and

WHEREAS, on April 12, 2011, the Town of Bluffton Town Council held a public hearing and approved the terms of this Amendment with the adoption of Ordinance 2011-05, approved the corresponding amendments to the Village at Verdier PUD with the adoption of Ordinance 2011-06, and approved the corresponding amendments to the Village at Verdier Initial Master Plan by majority vote; and

WHEREAS, even if not mentioned, the provisions of the Original Agreement shall contain all amended provisions hereof, even if not specifically stated that it is amending a previous provision of the Original Agreement.

NOW THEREFORE, in consideration of the terms and conditions set forth herein, and other good and valuable consideration, including the potential economic benefits to both the Town and Owner by entering this Amendment, and to encourage well-planned development by Owner, the receipt and sufficiency of such consideration being hereby acknowledged, Town and Owner hereby agree to the provisions of this Amendment as follows:

I. INCORPORATION.

The above recitals are hereby incorporated into this Amendment, together with the South Carolina General Assembly findings as set forth under Section 6-31-10(B) of the Act.

II. DEFINITIONS.

As used herein, the following terms mean:

"Act" means the South Carolina Local Government Development Agreement Act, as codified in Sections 6-31-10 through 6-31-160 of the Code of Laws of South Carolina (1976), as amended; attached hereto as Exhibit "A";

"Developer" means Owner and all successors in title or right of the Owner who undertake Development of the Property or who are transferred Development Rights;

"Development" means the definition of development as set forth in the Unified Ordinance;

"Development Agreement" means collectively, the Original Agreement as amended by this Amendment;

"Development Agreement Ordinance" means the ordinance ratified by the Town Council of Bluffton on June 10, 1998, establishing procedures for the execution of development agreement in and by the Town of Bluffton, South Carolina;

"Development Rights" means Development undertaken by the Owner or Developer(s) in accordance with the Unified Ordinance and this Amendment;

"Initial Master Plan" means that map of the Property entitled "Initial Master Plan for The Village at Verdier Plantation Planned Unit Development" that has been accepted, amended, and approved by the Town incidental to the Town's zoning of the Property to PUD, and as attached hereto as Exhibit "E";

"Owner" means Security Bank of Kansas City and its successors or assigns;

"Owners Association" means an entity formed pursuant to the Zoning Regulations which is responsible for the construction and/or maintenance and/or upgrading of the infrastructure listed in the Initial

Master Plans and approved under the Zoning Regulations, the Original Agreement, and this Amendment, to include but not be limited to roads; common areas; and water, sewer, and storm water management systems;

"Property" means those certain tracts of land described as Exhibit "B" attached hereto;

"PUD Ordinance" means the Planned Unit Development Ordinance of the Town Council of Bluffton, designated as Section 3.11 of the Town of Bluffton Unified Ordinance;

"Term" means the duration of the Original Agreement, as subsequently amended as stated herein and by this Amendment, all as more particularly set forth in Section III hereof;

"Unified Ordinance" means the Town of Bluffton Unified Ordinance and any subsequent amendments.

"Verdier Plantation PUD" means that certain tract of land described on Exhibit "B" attached hereto and the zoning ordinance amendments affecting the same as referenced in the preamble hereto attached hereto as Exhibit "D", and further subject to the Initial Master Plan which is attached hereto as Exhibit "E"; and

"Zoning Regulations" means the ordinance adopted by the Town Council of Bluffton establishing a Planned Unit Development for the Property (Verdier Plantation PUD), including but not limited to, the Initial Master Plan for The Village at Verdier Plantation Planned Unit Development, and all attachments thereto, including but not limited to, the narratives, applications, site development standards and applicable ordinances, as the same may be hereafter, in accordance with this Amendment, based upon the Town of Bluffton Unified Ordinance which may be amended or modified at the sole discretion of the Town, and the Town ordinance(s) ratifying the Original Agreement and approving this Amendment. The Zoning Regulations constitute all of the Town's rules, regulations and ordinances governing the development of the Property as of the date of enactment of the Verdier Plantation PUD, and hereafter the Verdier Plantation PUD Amendment including all other ordinances of the Town existing as of that date.

III. TERM

The Term of the Original Agreement, as amended by this Amendment, commenced on December 18, 2002, and was to terminate five (5) years thereafter (the "Initial Term"); provided however, that the Term of the Original Agreement would be renewed for one (1) additional five (5) year period (the "First Renewal Term"), absent a material breach of any term of the Original Agreement by the Previous Owner, its successor or assign, or any Developer during the Initial Term. The Initial Term was subsequently renewed through the First Renewal Term to terminate thereafter on December 17, 2012. Notwithstanding the above, the Owner and Town hereby agree to extend the Term of the Original Agreement, as amended by this Amendment, for an additional five (5) year renewal term (the "Second Renewal Term") resulting in an expiration date of December 17, 2017, absent a material breach of any prior term of the

Original Agreement, as amended by this Amendment, by Owner or any Developer prior to the end of the First Renewal Term. The Initial Term, the First Renewal Term, and the Second Renewal Term are collectively referred to herein as the "Term".

IV. DEVELOPMENT OF THE PROPERTY

The Property shall be developed in accordance with the Town of Bluffton's Unified Ordinance and any subsequent amendments as well as this Amendment. The Town shall, throughout the Term, maintain or cause to be maintained, a procedure for the processing of reviews as contemplated by the Unified Ordinance. All costs charged by or to the Town for such reviews shall be paid by the Owner or Developer, as applicable.

V. CHANGES TO UNIFIED ORDINANCE

The Unified Ordinance relating to the Property subject to this Amendment, except as provided for in Paragraph X herein, may be amended or modified at the sole discretion of the Town. Owner does, for itself and its successors and assigns, including Developer(s) and notwithstanding the Unified Ordinance, agrees to be bound by the following:

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

2. The Owner and Developers, and their respective heirs, successors and assigns, agree that all Development, with the exception of irrigation, incidental maintenance facilities and facilities existing at the date of this Amendment will be served by potable water and sewer prior to occupancy, except as otherwise provided herein for temporary use.

3. The following modifications to the PUD Ordinance, at the election of the Town and without the consent of the Owner, may be made and to which the Amendment shall be subject:

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

Town Council, provided that the scope of review pursuant to the PUD Ordinance shall remain unchanged and the Town continues to have the ultimate approval authority.

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

VI. DEVELOPMENT SCHEDULE.

The Property shall be developed in accordance with the development schedule, attached hereto as Exhibit "C". Pursuant to the Act, the failure of the Owner and Developer(s) to meet the development schedule shall not, in and of itself, constitute a material breach of this Amendment. In such event, the failure to meet the development schedule shall be judged by the totality of circumstances, including but not limited to the Owner's and Developer(s)' s good faith efforts made to attain compliance with the development schedule. These schedules are planning and forecasting tools only. The fact that actual development may take place at a different pace, based on future market forces, is expected and shall not be considered a default hereunder. Furthermore, periodic adjustments to the development schedule, which may be submitted by Owner/Developers in the future, shall not be considered a material amendment or breach of the Agreement.

VII. DENSITY AND LAND USES.

Mixed use development on the Property shall be limited to the following:

A. 404,000 square feet of commercial;

B. 404 residential dwelling units; and

C. 30,000 square feet of civic development; and

D. Notwithstanding any other provisions contained within the Unified Ordinance, commercial uses within the Property shall be limited to those more fully described in Exhibit "D" attached hereto.

VIII. RESERVED

IX. EFFECT OF FUTURE LAWS

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

thereafter if substantial development has commenced in reliance upon the Initial Master Plan. Future enactments of, or changes or amendments to Town ordinances, including zoning or development standards ordinances, which conflict with the Zoning Regulations shall apply to the Property only if permitted pursuant to the Act.

The parties specifically acknowledge that this Amendment shall not prohibit the application of any present or future building, housing, electrical, plumbing, gas or other standard codes, of any tax or fee of general application throughout the Town, or of any law or ordinance of general application throughout the Town found by Bluffton Town Council to be necessary to protect the health, safety and welfare of the citizens of the Town. Notwithstanding the above, the Town may apply subsequently enacted laws to the Property only in accordance with the Act.

X. INFRASTRUCTURE AND SERVICES

Town and Owner recognize that the majority of the direct costs associated with the Development of the Property will be borne by the Owner and Developers, and many other necessary services will be provided by other governmental or quasi-governmental entities, and not by the Town of Bluffton. For clarification, the parties make specific note of and acknowledge the following:

A. Private Roads. All roads within the Property within gated communities, or for the exclusive use by Owners within the Property, shall be constructed by the Owner and/or Developers, and maintained by them and/or an Owner's Association, or dedicated to other appropriate entities. The Town of Bluffton will not be responsible for the construction or maintenance of any roads within the Property, and the Owner and/or Developer and/or Owner's Association shall continue the maintenance.

B. Public Roads. All public roads outside the Property that serve the Property are under the jurisdiction of the State of South Carolina regarding access, construction, improvements and maintenance. Owner acknowledges that it must comply with all applicable state statutes and rules and regulations of the South Carolina Department of Transportation, or its successor, and those of Beaufort County, South Carolina. The Town shall not be responsible for construction, improvements or maintenance of the public roads which now or hereafter serve the Property, unless it otherwise agrees.

The Owner agrees to donate and convey 2.99 acres, more or less, of the Property, which is parallel and adjacent to SC Highway 170, to the Town for the purpose of the expansion of utilities and expansion of SC Highway 170 roadway. Developer shall not be responsible for the construction and/or maintenance of the improvements to the right-of-way except as otherwise recommended in the Traffic Assessment, as that term is defined herein.

C. Traffic Light. It is contemplated that at some time in the foreseeable future, a traffic light will be required on Highway 170 at the main entrance to the Property. Upon determination by Beaufort

County, South Carolina Department of Transportation, or applicable governmental agency, the Owner agrees to pay to the Town the sum Fifty Thousand and No/100 Dollars ($50,000.00), as payment in full for its pro-rata share of the costs to purchase and install said traffic light (the "Traffic Light Payment").

Notwithstanding the foregoing, the Previous Owner and/or the Owner, under the Original Agreement and prior to the execution of this Amendment, donated Fifty Thousand and No/100 Dollars ($50,000.00) towards a traffic light escrow fund (the "Traffic Light Escrow") to the Town for the purposes stated in the Original Agreement. Per the terms of this Amendment the Owner and Town have agreed these funds currently in Traffic Light Escrow shall be applied towards the Owner's outstanding Administrative Fees and Fee-in-Lieu of Taxes due under the Original Agreement. Furthermore, the above provisions of the Traffic Light Payment hereby supplant the Owner's obligation to further fund the Traffic Light Escrow, and the Traffic Light Payment shall be the sole remaining obligation of the Owner, its successors and assigns, regarding funding the aforementioned traffic light.

D. **Traffic Impacts.** The public road that is contiguous to and presently serves the Property is identified as South Carolina Highway 170 and is under the jurisdiction of the State of South Carolina regarding access, construction, improvements and maintenance. The Town of Bluffton is concerned with traffic impact resulting from development on South Carolina Highway 170 and its ultimate impact on Highway 278. In connection with the Amendment herein, the Owner has previously has caused to be prepared that certain Village at Verdier Traffic Impact Analysis prepared by Thomas & Hutton Engineering Company and dated January 2011, attached hereto as Exhibit "F" (the "Traffic Assessment"). The Traffic Assessment has calculated daily trip generation figures for the Development proposed under this Amendment. The Town has reviewed and approved this Traffic Assessment. The Town will not grant final development approval for any development on the Property that generates daily trips in excess of that as shown on the Traffic Assessment. Notwithstanding the foregoing, the traffic counts attributable to the civic space contemplated herein shall not count against the daily trip generation figures referenced in the Traffic Assessment.

In addition to the above, the parties hereto recognize the benefit of the interconnectivity of the Property with the Buckwalter PUD. The parties also recognize the difficulty in achieving interconnectivity due to Developer's land plan, the location of wetland areas and the ownership of property owned by third parties lying between the Property and the Buckwalter PUD. The parties agree to cooperate, to the extent possible, in creating interconnectivity subject to these limitations and restrictions.

E. **Potable Water.** Potable water will be supplied to the Property by Beaufort-Jasper Water and Sewer Authority or some other legally constituted provider allowed to operate in the Town, at the election of the Owner. Owner will construct or cause to be constructed all necessary water service infrastructure within the Property, which will be maintained by it or the provider. The Town of Bluffton shall not be responsible for any construction, treatment, maintenance or costs associated with water

service to the Property. Nothing herein shall be construed as precluding the Town from providing, potable water to its residents in accordance with applicable provisions of laws.

F. **Sewage Treatment and Disposal.** Sewage treatment and disposal will be provided by Beaufort-Jasper Water and Sewer Authority or some other legally constituted provider allowed to operate in the Town, at the election of the Owner. Owner will construct or cause to be constructed all related infrastructure improvements within the Property, which will be maintained by it or the provider. The Town of Bluffton will not be responsible for any treatment, maintenance or costs associated with sewage treatment within the Property. Notwithstanding the above, should the Town of Bluffton elect to become a retailer or other provider of such services in the future, Owner agrees not to object and to affirmatively support such decision the Town may make in the future. Nothing herein shall be construed as precluding the Town from providing sewer services to its residents, in accordance with applicable provisions of laws.

G. **Use of Effluent.** Owner agrees that treated effluent will be disposed of only in such manner as may be approved by applicable government agencies, including the Town of Bluffton, and particularly as approved by S.C. Department of Health and Environmental Control and the Beaufort-Jasper Water and Sewer Authority.

H. **Water Conservation.** Owner agrees to encourage the use of indigenous plants for landscaping purposes, to help minimize irrigation requirements, and to encourage the use of other water conservation methods. Owner shall install, or cause to be installed, rain sensors on automatic sprinkler systems within the common areas of the Property. Owner will agree in any automatic water systems to include rain sensors. Owner will include in its restrictive covenants a provision that requires the inclusion of rain sensors whenever irrigation is installed.

I. **Mulching of Landscape Waste.** Owner or Developer shall provide facilities for the disposal of landscape waste produced within the Properly, either by grinding such waste into mulch for use within the Property, or by contracting to dispose of such landscape waste through a private contractor who grinds such landscape waste into mulch offsite, provided he returns an equivalent tonnage of mulch to the Property. Owner shall make such disposal mandatory within the Property, provided that the Owner shall have the flexibility to participate in regional projects, where practical, and the flexibility to modify the landscape waste disposal method to comply with all applicable laws. This provision shall not apply at all to waste produced during initial site preparation and clearing, or to construction activities within the first five (5) years of Development under any subsequently approved Initial Master Plan, all of which waste may be disposed of in any normal and legal manner.

J. **Drainage System.** All storm water runoff and drainage improvements within the Property will be designed in accordance with the Unified Ordinance and Section XII hereof and, best efforts shall be made to coordinate such systems with the Beaufort County Master Drainage Program. All storm

water runoff and drainage system improvements will be constructed by Owner or Developers and maintained by Owner, Developers and/or an Owners Association. The Town of Bluffton will not be responsible for any construction or maintenance costs associated with the drainage system within the Property.

K. **Solid Waste Collection.** Owner shall provide or cause to be provided solid waste collection services to the Verdier Plantation PUD until such time as: (1) the Town is requested to provide such services; and (2) ad valorem tax revenues generated from the Verdier Plantation PUD, less such amount thereof as are applied to other Town-wide services, are sufficient to pay the costs the Town incurs to provide solid waste collection to the Verdier Plantation PUD, at the level provided to other residents and businesses within the pre-annexation boundaries of the Town.

The Town reserves the right to require refuse generated from the Verdier Plantation PUD to comply with standards promulgated for the Beaufort County landfill, provided the waste is being taken to a landfill designated by Beaufort County.

In the event that a court of competent jurisdiction shall require the Town, prior to its election, to provide solid waste services to the Verdier Plantation PUD, and if, at that time, the ad valorem tax revenues generated from the Verdier Plantation PUD are not sufficient to enable the Town to provide such solid waste service, absent a Town-wide tax increase, the Owner shall be responsible to pay to the Town the costs of providing such service and shall be obligated to continue such payment until such point in time when the ad valorem tax revenues from the Verdier Plantation PUD are sufficient to pay for the solid waste collection services required by it, without the necessity of a Town-wide tax increase. Any such payment to the Town shall be made on an annual basis and within thirty (30) days of the Town notifying the Owner of the costs.

L. **Police Protection.** The Town shall provide police protection services to the Verdier Plantation PUD on the same basis as is provided to other residents and businesses within the Town with the exception of restricted access communities.

Owner acknowledges the concurrent jurisdiction of the Town's police department and the Sheriff of Beaufort County on the Property and shall not interfere or in any way hinder law enforcement activities of either on the Property.

In the event that a court of competent jurisdiction shall require the Town, prior to its election, to provide police protection services to the Verdier Plantation PUD, without requiring private security, and if the ad valorem tax revenues generated from the Verdier Plantation PUD are not sufficient to enable the Town to provide such police service, without a Town-wide tax increase, the Owner shall be responsible to pay to the Town the costs of providing such service, and shall be obligated to continue such payment until

such point in time when the ad valorem tax revenues from the Verdier Plantation PUD are sufficient to pay for the police protection expenses required by it, without the necessity of a Town-wide tax increase. Payment to the Town shall be made on an annual basis and within thirty (30) days of the Town notifying the Owner of the costs.

M. Recycling Services. The Town shall not be obligated to provide recycling services to the Verdier Plantation PUD.

The Town reserves the right to require recycling materials generated from the Property to comply with standards promulgated by it or Beaufort County, as applicable, if the solid waste is to be deposited in a facility designated by Beaufort County.

In the event a court of competent jurisdiction shall require the Town, prior to its election, to provide recycling services to the Verdier Plantation PUD, and if the ad valorem tax revenues generated from the Verdier Plantation PUD are not sufficient to enable the Town to provide such service without a Town-wide tax increase, the Owner shall be responsible to pay the Town costs of providing such service, and shall be obligated to continue such payment until such point in time when the ad valorem tax revenues from the Verdier Plantation PUD are sufficient to pay for the recycling expenses required by it, without the necessity of a Town-wide tax increase. Payment to the Town shall be made on an annual basis and within thirty (30) days of the Town notifying the Owner of the costs.

N. Emergency Medical Services. Such services are now provided by Beaufort County. The Town of Bluffton shall not be obligated to provide emergency medical services to the Property, absent its election to provide such services on a Town-wide basis.

O. Library Services. Such services are now provided by Beaufort County. The Town of Bluffton shall not be obligated to provide library services to the Property, absent its election to provide such services on a Town-wide basis.

P. School Services. Such services are now provided by Beaufort County. The Town of Bluffton shall not be obligated to provide school services to the Property, absent its election to provide such services on a Town-wide basis.

Q. Fire Services. Such services are now provided by The Bluffton Township Fire District. The Town of Bluffton shall not be obligated to provide fire services to the Property, absent its election to provide such services on a Town-wide basis.

XI. DEDICATIONS, FEES AND RELATED AGREEMENTS

The Town of Bluffton and Owner understand and agree that Development of the Property shall impose certain costs to the Town. Eventually, ad valorem taxes collected from the Property may meet or exceed the burdens placed upon the Town, but certain initial costs and capital expenditures are now required in order to ensure that the present residents of the Town are not called upon to pay higher taxes to accommodate the Development of the Property. The following items are hereby agreed upon to be provided by Owner, its successors and assigns, to offset such future costs and expenditures:

A. Dedication of Greenway and Leisure Trail. Under the Original Agreement, the Previous Owner and/or a Developer agreed to make available to the Town, or its designee, a ten foot (10') wide easement and/or right-of-way within the area generally termed the Highway Corridor Overlay District buffer lying parallel to South Carolina Highway 170, as a leisure trail (the "Leisure Trail") in accordance with that certain Southern Beaufort County Greenway and Leisure Trails Plan prepared by LandPlan Partnership dated the 8th day of August, 2002. The Previous Owner and/or a Developer further agreed to be responsible for the cost of construction of such Leisure Trail under the Original Agreement. However, dedication of the aforementioned Leisure Trail easement is no longer necessary as the pedestrian access afforded under the proposed Leisure Trail is now encompassed within right-of-way donation described in Sections X(B) and XI(L) of this Amendment and any construction costs, sums, or fees associated therewith have been paid in full. As such, the provisions of Section XI(A) of the Original Agreement are hereby deleted in their entirety and replaced with the provisions of Section XI(A) of this Amendment.

B. Administrative Charge for Necessary Planning. The parties acknowledge that the initial development of the Property will affect Town resources and will require the Town to incur expenses solely related to the Development. To enable the Town to appropriately meet the demands of development and to avoid adverse ad valorem tax consequences to the residents of the Town burdening the resources of the Town, Owner agreed under the terms of the Original Agreement, to pay to the Town the annual sum of Forty-four Thousand and no/100 Dollars ($44,000.00), to be billed by the Town to the Owner, its successors or assigns, on each anniversary of the execution of the Original Agreement through the Term hereof. Said sum is to be paid in advance of each year of the Term hereof. The parties hereby acknowledge all administrative charges and fees due under this subsection have been paid in full and the Owner is current hereunder through administrative charges and fees due for the year December 18, 2010 through December 17, 2011.

C. Interim Development Fees.

1. To assist the Town in meeting expenses resulting from ongoing development, Developers shall pay development fees ("Development Fees") as follows:

DEVELOPMENT FEES	AMOUNT
Single Family Residential (SFR) < 1,800	$400.00
SFR 1,801-2,400	$500.00
SFR 2,401 - 3,000	$750.00
SFR > 3,000	$1,000.00
Multi-Family (MF) -1 Bedroom	$200.00
MF - 2 Bedroom	$250.00
MF-3 Bedroom	$350.00
Commercial Development	$0.75 per heated and cooled square foot
Civic Development/Dedication	$0.00

2. Owner agrees that commencing on the third anniversary date of the Original 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.

3. All Development Fees shall be collected at the time of obtaining a building permit.

4. Notwithstanding any provisions to the contrary contained within this Development 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 Development Agreement; provided, however, that the Owner 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.

D. **Boat, Ramp Repair Fund.** As additional consideration for the covenants of the Town of Bluffton hereunder, Owner agrees to pay to the Town of Bluffton Twenty-Five and no/100 Dollars ($25.00) per dwelling unit, paid one time for each dwelling unit within the Property upon application for a building permit for that dwelling unit, for a boat ramp repair fund which the Town hereby agrees shall be used exclusively for the repair of public access boat ramp facilities in or near the Town of Bluffton.

E. **Special Districts.** Nothing in this Amendment shall be construed to prevent the establishment by the Town of a tax increment, municipal improvement or other district on the Property in accordance with applicable provisions of the Code of Laws of South Carolina, 1976, as amended.

F. **Fee in Lieu of Taxes.** The provisions of this Section XI(F) hereby replace, in their entirety, the provisions of Section XI(F) of the Original Agreement. The Town of Bluffton and Owner acknowledge that the Property is located within the New River Tax Increment Financing District ("TIF") established by Beaufort County, South Carolina. Accordingly, a portion of the ad valorem tax revenue that would otherwise accrue to the benefit of the Town shall be subject to the TIF and retained by Beaufort County. Under the Original Agreement, the Previous Owner agreed to pay to the Town an annual fee in lieu of taxes in order to off-set this loss of projected tax revenue to the Town in the amount of Seventy Thousand and no/100 Dollars ($70,000.00) and commencing on the sixth (6th) anniversary date of the Original Agreement which is due and payable on the same day each year thereafter for ten (10) successive years, or the end of the TIF, whichever event first occurs. The parties hereby acknowledge that two (2) of the fee in lieu of taxes payments, totaling One Hundred Forty Thousand and no/100 Dollars ($140,000.00), have been paid to-date. Town and Owner agree that the remaining fee in lieu of taxes amount to Five Hundred Sixty Thousand and No/100 Dollars ($560,000.00) (the "Remaining Fee in Lieu of Taxes Obligation"). However, the Owner and Town agree and acknowledge the Owner's obligation to pay the Remaining Fee in Lieu Obligation shall terminate at the sooner of: 1) the payment by the Owner, its successors or assigns, of Five Hundred Sixty Thousand and No/100 Dollars ($560,000) to the Town as stated hereunder; 2) the end of the TIF regardless of the amount of the Remaining Fee in Lieu of Taxes Obligation to be paid by the Owner to the Town; or 3) the end of the Term of the Development Agreement regardless of the amount of the Remaining Fee in Lieu of Taxes Obligation to be paid by the Owner to the Town.

In order to accommodate the revised PUD and Initial Master Plan, the parties have agreed to a restructured method of calculation and payment of the Remaining Fee in Lieu of Taxes Obligation. The restructured payment calculation determined the pro rata share estimated development, per Exhibit "C," of the Remaining Fee in Lieu of Taxes Obligation. The Village at Verdier Fee in Lieu of Taxes Calculation Table, which is attached and incorporated as Exhibit "G," provides these calculations resulting in the applicable fee schedule below. Notwithstanding the foregoing, the Village at Verdier Fee in Lieu of Taxes Calculation Table attached hereto as Exhibit "G" contains, as part of the calculation and schedule therein, development numbers for years 2010 through 2017. However, those development numbers are for illustrative purposes only, are non-binding, and in no manner alter Section VI hereof, any other provision herein pertaining to the development schedule of the Property hereunder, or the provisions of Exhibit "C" attached hereto. The parties agree that the aforementioned fee schedule, as outlined in the paragraph above, shall apply throughout the Term of this Amendment, unless the Remaining Fee in Lieu of Taxes Obligation is terminated as stated above.

Therefore, pursuant to the provisions of this Section, at the time of issuance of any development permit or development permit revision the following fees shall be paid:

Development Type	Pro Rata Fee in Lieu of Taxes
Town Home	$2,379.00 per unit
Single Family-Neighborhood Residential	$2,685.00 per unit
Single Family-Village Hamlet	$2,685.00 per unit
Multi Family	$0.62 per square foot
Mixed Use Commercial	$0.86 per square foot

Notwithstanding the foregoing, the Town and Owner hereby agree and acknowledge any provision existing under the Original Agreement requiring the Owner to submit any portion of the Property to a Horizontal Property Regime in accordance with South Carolina code Section 27-31-10, et seq., 1976, as amended ("Horizontal Property Act") is hereby deleted in its entirety, to have no further force and effect.

G. **Business Park Donation.** The Town and Owner agree that any provision of Section XI(G) of the Original Agreement requiring the donation of a business park is hereby deleted in its entirety, to have no further force and effect.

H. **Access Easement to Okatie Regional Park:** The Owner agrees to provide a non-vehicular public Access Easement to the Okatie Regional Park ("Access Easement") upon request by Beaufort County or the Town. Upon request, Owner shall agree to work with the Town regarding the location of the Access Easement and agree that is shall align with any pathway plan of the Property. The Owner will not be responsible for the pathway construction associated with this Access Easement to the Okatie Regional Park, nor shall Owner, its successors or assigns, be responsible for any repair or maintenance costs of said Access Easement or the improvements thereto.

I. **Donation of 83 Dwelling Units to the Town of Bluffton Density Bank:** The residential density is reduced from 510 Dwelling Units approved in the Original Agreement to 404 Dwelling Units as outlined in Section VII of this Amendment. The Owner agrees to transfer and assign 83 of the 510 Dwelling Units under the Original Agreement to the Town for deposit into the Town of Bluffton Density Bank to be used at the Town's discretion. The 83 Dwelling Units donated shall not affect the newly allocated Dwelling Units (404) per Section VII of this Amendment.

J. **Donation of Civic Site:** The Owner agrees to donate and convey to the Town or applicable governmental agency, upon time of need, a site, not to exceed one and one-half (1.5) acres and

mutually agreeable by both Owner and the Town, for the construction of a multi-story civic building not to exceed thirty thousand (30,000) square feet. Said one and one-half (1.5) acre site shall contain the multi-story building, accommodate any and all site and building setbacks, and shall accommodate any required on-site parking. The Owner and Town agree that any conveyance hereunder shall contain such deed restriction that said civic site shall be solely used for governmental and public purposes and for the following limited uses: a library; governmental administrative offices; and/or a conservation and environmental educational center.

K. **Allocate 5% of DU for Affordable Housing and Workforce Housing:** Owners shall allocate five percent (5%) of the 404 Dwelling Units approved with this Amendment for affordable and/or workforce housing.

L. **Donation of ROW:** The donation of right-of-way as described in Section X(B) above is hereby restated for reference.

M. **Traffic Light Contribution:** The donation of a Traffic Light Contribution as described in Section X(C) above is hereby restated for reference.

XII. PROTECTION OF ENVIRONMENT AND QUALITY OF LIFE

The Town of Bluffton and Owner recognize that new development can have negative as well as positive impacts. Specifically, the Town considers the protection of the natural environment and nearby waters, and the preservation of the character and unique identity of the Town of Bluffton, to be mandatory goals, to be achieved without compromise. Owner shares this commitment and therefore agrees to the following:

A. **Storm Water Quality.** Protection of the quality in nearby waters is a primary goal of the Town of Bluffton. The Owner and Developers shall be required to abide by all provisions of federal and state laws and regulations, including those established by the South Carolina Department of Health and Environmental Control, the Office of Ocean and Coastal Resource Management, and their successors for the handling of storm water. In order to protect water quality of the rivers, the Owner agrees to prepare a study of pre-development drainage characteristics of the Property, prepare a master plan of the storm water drainage systems for each Initial Master Plan, construct storm water drainage systems in accordance with the approved plans, and maintain the systems allowing proper operation and function. In order to meet the water quality and anti-degradation goals which are impacted by the amount of impervious surfaces, Owner, its successors and assigns commits to design storm water management systems in such a way that the storm water quality delivered to the receiving waters is mitigated to a level which is no more than that associated with ten percent (10%) impervious coverage. Further, Owner agrees to provide pretreatment BMP's, including supplemental open space (in accordance with Beaufort

County's Manual for Storm Water Best Management Practices, prepared by Camp Dresser & McKee, as of March, 1998, as amended from time to time), where required by engineering design and calculations. In addition to the water quality safeguards as committed to by Owner above, notwithstanding Section V hereof, Owner and Developers shall adhere to the most current manual for Stormwater Best Management Practices prepared by Camp, Dresser and McKee governing detention, filtration and treatment of storm water, provided those ordinances and regulations apply town wide and are consistent with sound engineering practices. It is specifically agreed however, that any such ordinances of the Town that directly or indirectly affect the setback, buffer or open space requirements permitted pursuant to the Zoning Regulations will not be applicable to the Owner and Developers and the Property without the Owner and Developers express written consent thereto; provided, however, open space requirements may be modified as a result of specific implementation requirements for future storm water management BMP's related to detention and treatment of storm water that apply Town-wide and are consistent with sound engineering practices.

In the event of conflict between the Unified Ordinance and any provision or provisions of this Section, the Unified Ordinance shall control.

B. Tree Preservation. All standards, as amended and set forth in the Unified Ordinance, shall apply fully to development within the Property and standards shall be applied based upon the entire boundaries of the Property as the development (disturbed) area for purposes of replacement calculations and otherwise.

C. Sign/Highway Corridor/Telecommunications Tower Ordinance. The Property shall be subject to the standards of the Town of Bluffton Sign Ordinance, the Town of Bluffton Highway Corridor Overlay District and the Town of Bluffton Telecommunications Tower Ordinance, as modified by the Unified Ordinance.

XIII. COMPLIANCE REVIEWS.

As long as Owner owns any portion of the Property subject to the Development Agreement, the Owner, or its designee, shall meet with the Town, or its designee, at least once, per year, during the Term to review Development completed in the prior year and the Development anticipated to be commenced or completed in the ensuing year. The Owner, or its designee, shall be required to provide such information as may reasonably be requested, to include but not be limited to, acreage of the Property sold in the prior year, acreage of the Property under contract, the number of certificates of occupancy issued in the prior year, and the number anticipated to be issued in the ensuing year, Development Rights transferred in the prior year, and anticipated to be transferred in the ensuing year. The Owner, or its designee, shall be required to compile this information for its Development and that of Developers.

XIV. DEFAULTS.

The failure of the Owner, Developer or Town to comply with the terms of this Amendment shall constitute a default, entitling the non-defaulting party to pursue such remedies as deemed appropriate, including specific performance and the termination of this Development Agreement in accordance with the Act; provided however no termination of this Development Agreement may be declared by the Town absent its according the Owner and Developers the notice, hearing and opportunity to cure in accordance with the Act; and provided further that nothing herein shall be deemed or construed to preclude the Town or its designee from issuing stop work orders or voiding permits issued for Development for monetary or non-monetary defaults under the Development Agreement or when such Development contravenes the provisions of the Zoning Regulations or this Development Agreement.

A default of the Owner shall not constitute a default by a Developer, and a default by a Developer shall not constitute a default by the Owner. Notwithstanding the foregoing, it is acknowledged by all persons, firms or entities claiming or accorded interests in this Development Agreement that the following events shall constitute a default as to the Owner and all Developers, entitling the Town to pursue the termination of this Development Agreement, in accordance with the Act:

1. the failure of the Owner to timely remit payments required hereunder or deed to the Town any land per the terms of this Development Agreement;

2. the failure of the Owner to timely donate and construct the public facilities per the terms of this Development Agreement;

3. if at any time during the Term, prior to the Owner having fulfilled any of its payment obligations or land donations, there shall be filed by or against the Owner in any court, pursuant to any state or federal statute, a petition in bankruptcy or insolvency, or for reorganization or appointment of a receiver or trustee of all or part of the assets of Owner, or if Owner makes an assignment for the benefit of creditors.

XVI. MODIFICATION OF AGREEMENT.

This Development Agreement, as amended, may be modified or amended only by the written agreement of the Town and the Owner. No statement, action or agreement hereafter made shall be effective to change, amend, waive, modify, discharge, terminate or effect an abandonment of this Development Agreement in whole or in part unless such statement, action or agreement is in writing and signed by the party against whom such change, amendment, waiver, modification, discharge, termination or abandonment is sought to be enforced.

XVII. 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 (5th) 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 to the Town shall be addressed to:

The Town at:
Town of Bluffton
Post Office Box 386
Bluffton, SC 29910
Attention: Town Clerk

And to the Owner at:
Security Bank of Kansas City
701 Minnesota Avenue
Kansas City, KS 66101
Attn: Tommy Wells

With a Copy to:
Roberts Vaux, Esq. and Justin John Price, Esq.
Vaux & Marscher, P.A.
Post Office Box 769
Bluffton, SC 29910

With a Copy to:
Matt Rowe
Carson Realty
2 Hampton Hall Boulevard
Bluffton, SC 29910

With a Copy to:
Michael W. Kronimus
KRA architecture & design
18 Oak Forest Road, Suite C
Bluffton, SC 29910

XIII. ENFORCEMENT

Any party hereto shall have the right to enforce the terms, provisions and conditions of this Amendment by any remedies available at law or in equity, including specific performance, and the right to recover attorneys' fees and costs associated with said enforcement.

XIX. GENERAL:

Subsequent laws. In the event state or federal laws or regulations are enacted after the execution of this Development Agreement or decisions are issued by a court of competent jurisdiction which prevent or preclude compliance with the Act or one or more provisions of this Development Agreement ("New Laws"), the provisions of this Development Agreement shall be modified or suspended as may be necessary to comply with such New Laws. Immediately after enactment of any such New Law, or court decision, a party designated by the Owners and Developers and the Town shall meet and confer in good faith in order to agree upon such modification or suspension based on the effect such New Law would have on the purposes and intent of this Development Agreement. During the time that these parties are conferring on such modification or suspension or challenging the New Laws, the Town may take reasonable action to comply with such New Laws. Should these parties be unable to agree to a modification or suspension, either may petition a court of competent jurisdiction for an appropriate modification or suspension of this Development Agreement. In addition, the Owner, Developers and the Town each shall have the right to challenge the New Law preventing compliance with the terms of this Development Agreement. In the event that such challenge is successful, this Development Agreement shall remain unmodified and in full force and effect.

Estoppel Certificate. The Town, the Owner or any Developer may, at any time, and from time to time, deliver written notice to the other applicable party requesting such party to certify in writing:

1. that this Development Agreement is in full force and effect;

2. that this Development Agreement has not been amended or modified, or if so amended, identifying the amendments;

3. whether, to the knowledge of such party, the requesting party is in default or claimed default in the performance of its obligations under this Development Agreement, and, if so, describing the nature and amount, if any, of any such default or claimed default; and

4. whether, to the knowledge of such party, any event has occurred or failed to occur which, with the passage of time or the giving of notice, would constitute a default and, if so, specifying each such event.

Entire Agreement. This Development Agreement sets forth, and incorporates by reference all of the agreements, conditions and understandings among the Town and the Owner relative to

the Property and its Development and there are no promises, agreements, conditions or understandings, oral or written expressed or implied, among these parties relative to the matters addressed herein other than as set forth or as referred to herein.

No Partnership or Joint Venture. Nothing in this Development Agreement shall be deemed to create a partnership or joint venture between the Town, the Owner or any Developer or to render such party liable in any manner for the debts or obligations of another party.

Exhibits. All exhibits attached hereto and/or referred to in this Development Agreement are incorporated herein as though set forth in full.

Construction. The parties agree that each party and its counsel have reviewed and revised this Development Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Development Agreement or any amendments or exhibits hereto.

Assignment. Other than Development Rights as defined herein, no other rights, obligations, duties or responsibilities devolved by this Development Agreement on or to the Owner, Developer(s) or the Town are assignable to any other person, firm, corporation or entity.

Governing Law. This Development Agreement shall be governed by the laws of the State of South Carolina.

Counterparts. This Development Agreement 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.

Agreement to Cooperate. In the event of any legal action instituted by a third party or other governmental entity or official challenging the validity of any provision of this Development Agreement, the parties hereby agree to cooperate in defending such action; provided, however, each party shall retain the right to pursue its own independent legal defense.

Eminent Domain. Nothing contained in this Development Agreement shall limit, impair or restrict the Town's right and power of eminent domain under the laws of the State of South Carolina.

No Third Party Beneficiaries. The provisions of this Development Agreement may be enforced only by the Town, the Owner and Developers. No other persons shall have any rights hereunder.

XX. STATEMENT OF REQUIRED PROVISIONS

A. Specific Statements. Section 6-31-60(A) of the Act requires that a development agreement include certain mandatory provisions. Although certain of these items are addressed elsewhere in this Development Agreement, the following listing of the required provisions is set forth for convenient

reference. The numbering below corresponds to the numbering utilized under Section 6-31-60(A) for the required items:

1. **Legal Description of Property and Legal and Equitable Owners.** The legal description of the Property is set forth in Exhibit "B" attached hereto. The present legal owner of the property is Security Bank of Kansas City.

2. **Duration of Agreement.** The duration of this Development Agreement is five (5) years plus any renewals pursuant to Section III.

3. **Permitted Uses; Densities, Building Heights and Intensities.** A complete listing and description of permitted uses, population densities, building intensities and heights, as well as other development related standards, are contained in the Unified Ordinance

4. **Required Public Facilities.** The utility service available to the Property are described generally above regarding electrical service, telephone and solid waste disposal. The mandatory procedures of the Unified Ordinance will ensure availability of roads and utilities to serve the residents on a timely basis.

5. **Dedication of Land and Provisions to Protect Environmentally Sensitive Areas.** The only dedications of land for public purposes are the donations of lands which are described above. The Unified Ordinance, described above and incorporated herein, contains numerous provisions for the protection of environmentally sensitive areas. All relevant state and federal laws will be fully complied with, in addition to the provisions set forth in this Development Agreement.

6. **Local Development Permits.** The Development shall be as set forth in the Unified Ordinance. Specific permits must be obtained prior to commencing Development, consistent with the standards set forth in the Unified Ordinance. Building permits must be obtained under Town law for any vertical construction, and appropriate permits must be obtained from the State of South Carolina, its applicable departments and agencies, and the U.S. Army Corps of Engineers, when applicable, prior to any impact upon salt or freshwater wetland., It is specifically understood that the failure of this Development Agreement to address a particular permit, condition, term or restriction does not relieve the Owner, its successors and assigns, of the necessity of complying with the law governing the permitting requirements, conditions, terms or restrictions.

7. **Comprehensive Plan and Development Agreement.** The Development permitted and proposed under the Unified Ordinance, is consistent with the Comprehensive Plan and with current land use regulations of the Town.

8. **Terms for Public Health, Safety and Welfare.** The Town Council finds that all issues relating to public health, safety and welfare have been adequately considered and appropriately dealt with under the terms of this Development Agreement, the Unified Ordinance, and existing law.

9. **Historical Structures.** No specific terms relating to historical structures are pertinent to this Development Agreement. Any historic structure issues will be addressed through the permitting process of at the time of development the Unified Ordinance and no exception from any existing standard is hereby granted.

[Balance of page intentionally blank. Signatures on following pages.]

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In Witness Whereof, the parties hereto, in and through their authorized representatives, have caused these instruments to be executed on their behalf effective the date first above written.

Witnesses:

Town of Bluffton, South Carolina

By: Lisa Sulka

Its: Mayor

Attest: Sandra B. Lunceford
Town Clerk

STATE OF SOUTH CAROLINA)
) ACKNOWLEDGMENT
COUNTY OF BEAUFORT)

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

Witness my hand and seal this the 23rd day of May, 2011.

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

Witnesses:

SECURITY BANK OF KANSAS CITY

By: Tommy G. Wells

Its: Executive Vice President

STATE OF SOUTH CAROLINA)
) ACKNOWLEDGMENT
COUNTY OF BEAUFORT)

I, Paula Kay Kruse, Notary Public for Kansas do hereby certify that Tommy G. Wells on behalf of Security Bank of Kansas City, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this the 18 day of May, 2011.

Notary Public for Kansas
My Commission Expires: July 2, 2012

Paula Kay Kruse
Notary Public - State of Kansas
My Appt. Expires 7/2/12

EXHIBIT "A"

South Carolina Local Government Development Agreement Act

[PREVIOUSLY RECORDED AS EXHIBIT "A" IN THE ORIGINAL AGREEMENT AND INCORPORATED HEREIN BY REFERENCE.]

EXHIBIT "B"

The Property

[PREVIOUSLY RECORDED AS EXHIBIT "B" IN THE ORIGINAL AGREEMENT

AND INCORPORATED HEREIN BY REFERENCE.]

EXHIBIT "C"

The Development Schedule

Development Schedule for The Village at Verdier Plantation

Unit Type	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	Total
Town Home	4	4	4	8	8	8	6	6	6	4	2	2	2	2	2	68
Neighboorhood Residential	4	4	4	8	8	8	6	6	6	4	2	2	2	2	2	68
Village Hamlet	4	4	4	8	8	8	6	6	6	4	2	2	2	2	2	68
Open Space	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Multi-Family	0	0	0	200	0	0	0	0	0	0	0	0	0	0	0	200
Mixed-Use (in thousands)	14	20	20	20	40	40	40	60	50	50	10	10	10	10	10	404
Total Units/Yr.	12	12	12	224	24	24	18	18	18	12	6	6	6	6	6	404
Total M-U/Yr. (in thousands)	14	20	20	20	40	40	40	60	50	50	10	10	10	10	10	404

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EXHIBIT "D"

The Village at Verdier Plantation

Planned Unit Development

Amended December 29, 2010

THE VILLAGE AT VERDIER PLANTATION

PLANNED UNIT DEVELOPMENT

BLUFFTON TOWNSHIP, SOUTH CAROLINA

Prepared for:

Security Bank of Kansas City
701 Minnesota Avenue
Kansas City, KS 66101

Submitted to:

The Town of Bluffton Town Council

Amended: December 29, 2010

Original: October 9, 2002

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Exhibit A	The Village at Verdier Plantation Initial Master Plan and Development Schedule
Exhibit B	The Village at Verdier Plantation Boundary and Legal Description
Exhibit C	The Village at Verdier Plantation 1999 Aerial Photograph
Exhibit D	The Village at Verdier Plantation Adjacent Property Owners
Exhibit E	The Village at Verdier Plantation Cultural Resources
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Exhibit K	Service Letters from Palmetto Electric Cooperative and SCE&G
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Exhibit O	Initial Stormwater Master Plan approval from OCRM
Exhibit P	Initial Letter from the Beaufort County School District
Exhibit Q	Initial Letter from Beaufort County EMS
Exhibit R	Illustrative Architectural and Streetscape Character
Exhibit S	Architectural Guidelines and Restrictive Covenants

SECTION 1

INTRODUCTION AND NARRATIVE OF INTENT

A. THE SECURITY BANK OF KANSAS CITY AND THE LAND

In 2002 The Village Development Company purchased the land know today as the "Village at Verdier" to develop into a mixed use commercial and residential project. The project was established as a PUD in The Town of Bluffton on 125 acres comprising of 512 housing units and 225,000 square feet of mixed use commercial. With the decline of the economy over the last four years, The Village Development Company was forced to return the property back to Security Bank of Kansas City. The Bank has decided to redevelop the project and make it more palatable for the future. In doing so, they have revised the master plan and changed the densities to 404 housing units and 404,000 square feet of mixed use commercial to be inline with current economical tendencies. The Security Bank of Kansas City's mission with respect to the property is to come forth with a carefully planned development to enhance the community.

B. THE VISION

Security Bank's vision for the Village at Verdier Plantation is to create a mixed-use, livable, walkable and workable high-tech interconnected community. Both residential and commercial areas will be developed as a Planned Unit Development where everything, exclusive of the structures themselves, will be owned and maintained by the developer. The PUD concept is to provide a more cohesive looking community, allowing the residents to be free of individual maintenance responsibilities. The entire grounds, as well as the exterior of structures will be maintained by the development. Another benefit of a condominium style development will be the flexibility for structures to adjust around trees and other unforeseen conflicts as the development evolves.

As we progress into the future, The Village at Verdier will be leading the way by connecting businesses and residents alike to the outside world and within their village communities. The entire Village at Verdier Plantation will be interconnected with the latest technology in fiber optics and wireless communication. This community will be interconnected through a village intranet infrastructure system and will be connected to the outside world by underground fiber optic and satellite connections. The desired effect is to create a village community that is not only interconnected through traditional community planning methods, but also connected through the use of leading technologies; in life style environments, communications, media resources, and adaptability to future trends and changing technologies.

The Village Verdier Plantation's residential areas will be developed either as gated or non-gated communities while the commercial areas and Village Square will be developed for public access. The Village Square will function as a membership-based facility that will serve the residential community, the commercial area and other outside members. The overall style of the community is to reflect Bluffton and the low-county area. The commercial area will reflect a Savannah style main street with a park square at the terminus if the main street. The residential areas reflect a more naturalistic appearance with back yard amenities and leisure trails that interconnect and meander through natural open space corridors.

The current zoning is a Planned Unit Development which allows the most flexibility of the project. PUD will remain the zoning with a modification to density units and relocation of commercial and residential areas.

C. EXPLORATION OF MUTUAL INTERESTS

In early 2002, the developers approached the Town about the prospect of annexing The Village at Verdier Plantation into the Town. The annexation process was openly discussed and debated for approximately two months. It was evident that the Town of Bluffton staff supported annexation of this property into the Town. After the initial application the land was annexed into the Town of Bluffton in 2002.

D. THE PROPERTY

The Village at Verdier Plantation is located in Beaufort County, west of the original one square mile Town of Bluffton. The property has frontage on S.C. Highway 170 to the west directly across from Sun City Hilton Head, abuts the Buckwalter Tract to the East, the Northern property line abuts several individual property owners, and an individual property owner to the south.

The Village at Verdier Plantation Tract is owned by the Security Bank of Kansas City. The property was timbered in 2001 to a residential development cut of approximately 80-100 trees per acre. Exhibit C is a 1999 aerial photograph of the property. The photograph is included to demonstrate the planted pine an lack of structures on the property.

The tract is approximately 125 acres consisting of 114 acres of upland and 11 acres of freshwater wetlands. The property currently drains to the Okatie River via an existing ditch on the southern end of the property and a wetlands system near the midpoint of the Eastern property line. Exhibit H shows the freshwater wetlands on the site. The wetland delineation was verified by the U.S. Army Corps of Engineers and copies of their letters are included with Exhibit H. Soils on the property consist primarily of poorly drained soils (Type D as classified by the NRCS).

Exhibit D depicts The Village at Verdier Plantation's boundary and adjacent parcels. The property owners are listed on Exhibit D. The land surrounding

The Village at Verdier Plantation property is predominantly single-family uses or undeveloped land.

Exhibit F depicts topographic information for The Village at Verdier Plantation. Elevations on the site range from 20 feet above mean sea level to 7 feet above sea level. In compliance with the Town's PUD ordinance requirements for flood zones from the Beaufort County Flood Insurance Rate Maps (dated September 29, 1986) are shown on Exhibit G.

E. INITIAL MASTER PLAN PROCESS

The Initial Master Plan establishes the framework for the development of The Village at Verdier Plantation over an extended time frame. Land uses, density, environmental quality, development standards, phasing and utility service are described in this document. An Initial Master Plan has also been created for The Village at Verdier Plantation tract as part of the subsequent approval process. The Master Plan describes specific development in more detail as studies and designs are prepared. Upon approval by Town Council of the Initial Master Plan and the Initial Master Plan, specific subdivisions and projects are submitted to the Town for development approval. Supporting documentation of the appropriate detail is required at each level of approval. The requirements of each submittal are outlined in the Town of Bluffton Unified Ordinance. In 2002 the property was approved for a Planned Unit Development and Annexed into The Town of Bluffton. At this time the developer is looking to revise the existing PUD based on revised densities and land area classifications.

Preservation of the area's natural resources is of mutual importance to the Town and The Village Development Company. The planning process seeks to maintain the quality of the environment. The Village Development Company intends to help insure the protection of open space, freshwater wetlands, and trees as part of the Initial Master Plan PUD and Initial Master Planning process.

F. INITIAL MASTER PLAN

The Village at Verdier Plantation tract is approximately 125 acre tract of land located west of the original 1 square mile Town of Bluffton, SC. It is anticipated that the property will be developed over a period of fifteen (15) years or more, in accordance with the Initial Master Plan as set forth in this document or amended in the future. The Initial Master Plan sets forth the general scope of the development including number of units, phasing, development standards, open space and other issues. In addition to the Initial Master Plan, development of the property is controlled by a Development Agreement between Security Bank of Kansas City and The Town of Bluffton. In event of a conflict between the Initial Master Plan and Development Agreement, the Development Agreement shall control.

The goal of the development is to produce a high quality, environmentally sensitive community. The tract of land provides an opportunity for a mix of land uses that will be developed over a period of approximately fifteen (15) years. The PUD designation is necessary to accommodate the mix of land uses and provide for the responsible planning and development of the property over time.

The Initial Master Plan (refer to Exhibit A) for The Village at Verdier Plantation shows 125 acres of mixed use development which will be built in phases, over several years. A schedule indicating the length of time over which the community is expected to be developed is included with Exhibit A. Proposed land uses in the development are detailed under Section 2-Land Use Designation and Definition. The land uses anticipate development of residential communities including townhomes, patio homes, garden style condominiums including apartments, and commercial use including general office, commercial, retail and flex space.

The Initial Master Plan seeks to maintain areas of open space. The open space, amenities (including Village Square), and all other areas with the exception of residential units (i.e. yards, roadways, parks, lagoons, etc...) will be owned and maintained by the developer, homeowner's association, or other legally designated entity. Property deeded to a governmental entity becomes the maintenance responsibility of that entity.

The Initial Master Plan and Development Agreement constitutes a request for a waiver from the current Bluffton ordinances.

The provisions of the Development Agreement, Initial Master Plan and Attachment 1 shall apply to development in the Village at Verdier Plantation PUD. In the event of a conflict the hierarchy of documents is the Development Agreement, the Initial Master Plan, Town of Bluffton Unified Ordinance and any amendments thereto.

G. ENVIRONMENTAL PROTECTION

Environmental protection is a priority for The Village Development Company. The environment is crucial to the quality of life is the attraction of the Lowcountry, and quality of the surrounding surface waters is a primary focus of the PUD. As part of the development process, Security Bank of Kansas City will implement The Town of Bluffton Unified Ordinance Stormwater Management Procedures.

The Security Bank of Kansas City has prepared enclosed an Initial Stormwater Management Plan for the Village at Verdier Plantation. As a requirement for final development approval, a stormwater master plan of the development tract is required. The stowmwater master plan will serve as the framework for construction, and it details the ability of the lagoon system to treat runoff and control release rates during storm events.

The owner of the land is obligated, through the Development Agreement, to maintain the stormwater systems. Maintenance of drainage systems is

essential for proper operation of the treatment capabilities. The Town of Bluffton has the authority to require maintenance by the owner of the system in the event there is a need.

Freshwater wetlands on the property are typical of the South Carolina Lowcountry. Approximately eight (8) to nine (9) percent of the area above mean high water is freshwater wetlands. The Security Bank of Kansas City owns wetland delineation for The Village at Verdier Plantation. Delineated wetlands are shown on Exhibit H.

Wetland impacts associated with development activity will be permitted through the SCDHEC-OCRM as part of the land disturbance permitting process. The permit process may require mitigation for the wetland impacts. Mitigation will be accomplished through a combination of buffers and preservation.

H. ENDANGERED SPECIES

Newkirk Environmental Consultants was retained to conduct a survey of endangered plants and animals on the site. Newkirk Environmental reviewed the property and a copy of their report is included as Exhibit I. The U.S. Fish and Wildlife Service will review the report during the wetlands permitting review process. The developer agrees to coordinate, negotiate with, and abide by the final determination of the Department of Natural Resources and U.S. Fish and Wildlife Service as to preservation and/or mitigation of habitat for any identified endangered species.

I. CULTURAL AND HISTORICAL RESOURCES

As part of a comprehensive study of the property, a preliminary assessment of cultural and historical resources was conducted by Brockington & Associates. Brockington performed historical research of the property and prepared an analysis of the soil characteristics in order to determine the sites most likely to contain significant artifacts. A copy of the report, including a description of the review process, is included as Exhibit E.

A Memorandum of Agreement (MOA) between the developer and appropriate agency will be executed where sites warrant.

J. WATER AND SEWER SERVICE

Water and sewer service will be provided to the development at The Village at Verdier Plantation. Septic tanks are a leading cause of water quality problems. Therefore, long-term development at The Village at Verdier Plantation will not include septic tanks. Planning for the water and sewer systems are shown herein as Preliminary Water and Sewer Plans. Preliminary discussions with Beaufort-Jasper Water and Sewer Authority (BJWSA) indicate a willingness to serve the property. BJWSA operates and maintains water and sewer systems within their service area upon completion

by the developer and acceptance by the Authority. In compliance with the requirements of the Ordinance, a letter from BJWSA is included as Exhibit J.

All development, with the exception of irrigation, incidental maintenance facilities, and small, remote facilities, and existing facilities at the date of the Development Agreement, will be served by potable water and sewer prior to occupancy.

K. UTILITY SERVICE

The Village at Verdier Plantation is in the service territory of Palmetto Electric Cooperative, Inc. for electrical power. The Security Bank of Kansas City coordinated with Palmetto Electric regarding planning for The Village at Verdier Plantation. Letters stating Palmetto Electric Cooperative's ability to serve The Village at Verdier Plantation are included in Exhibit K.

Hargray Communications will provide telephone service to The Village at Verdier Plantation. A letter stating Hargray Communications ability to serve the property is included as Exhibit L.

L. ROADWAYS, TRAFFIC AND TRAILS

The Security Bank of Kansas City recognizes the potential impact on the public roadways as a result of the Village at Verdier Plantation PUD and continuing growth throughout Bluffton and Beaufort County. Accordingly, to address this issue, The Security Bank of Kansas City retained Thomas & Hutton Engineering Company to study the traffic impacts of a Mixed Use commercial and residential community at this location. The memorandum describing the traffic analysis is attached as Exhibit M.

The Village at Verdier Plantation PUD will have three (3) access points on Highway 170 as shown on the Initial Master Plan. The main access point will be directly across from the entrance to Sun City Hilton Head. The two southern access points, which will be right in – right out only, and will be located approximately eight hundred fifty (850) feet from each other. Access points will be permitted by the South Carolina Department of Transportation.

Private roads within the Village at Verdier Plantation PUD will be constructed in accordance with SCDOT road construction standards and maintained by the developer or other legally designated entity until such time other arrangements are made. Developers will fund their portion of intersection improvements if required by the SCDOT.

This community is designed to be both vehicular nad pedestrian friendly. A parallel access / connector road to HWY 170 will be constructed to connect both neighboring north and south parcels to alleviate traffic congestion on HWY 170. The core village is located at the center of the development and is within a five-minute walking distance to most residential areas. The residential areas are interconnected through the Village Square and commercial area by a series of traditional style street sidewalks.

Natural trails within open space areas will be soft paved with native materials such as mulch, sand-shell or decomposed granite fines. Commercial areas and main roadway entrances into the residential areas will be hard paved walks consisting of concrete and or special pavements with a stone or brick character.

M. ARCHITECTURAL CHARACTER

The design of both the residential and, in particularly the commercial components of the Village at Verdier Plantation will be based on the planning and architectural principles that define historic Bluffton and surrounding lowcountry style. The architecture will seek deeper connection to American Classicism – not through applied ornamentation, but through a practical and refined sense of architectural form. The patterns of building placement, street elevation, compositional principles, architectural elements, materials and applications will define the character of The Village at Verdier Plantation.

Fencing will be of the same material, design and character as the commercial architecture. The fence is to be see-through and will have an ornamental landscape appearance along SC Highway 170. Actual locations, design and detail to be submitted for review during initial phase of site plan submittals.

N. DEVELOPMENT STANDARDS

Site development within the Village at Verdier Plantation PUD will be controlled by the development standards outlined in the Town of Bluffton Unified Ordinance and any amendments thereto.

SECTION 2

THE VILLAGE AT VERDIER PLANTATION INITIAL MASTER PLAN DESIGNATION AND DEFINITIONS

A. INTRODUCTION

The Village at Verdier Plantation PUD has been divided into six Planning Areas as indicated on the Initial Master Plan for the Village at Verdier Plantation Planned Unit Development District prepared by KRA architecture & design. The planning areas include:

1. Town Home
2. Neighborhood Residential
3. Village Hamlet
4. Private Open Space
5. Multi-Family
6. Mixed-Use

The Planning Areas included above shall be used to identify allowed land uses and density within each tract. Included within the planning areas, the Village at Verdier Plantation PUD tract has approximately 11 acres of freshwater wetlands. The Tract boundaries indicated on the Initial Master Plan and Land Use Areas within Tract boundaries are not intended to be rigid exact boundary lines for future improvements. The Initial Master Plan for the Village at Verdier Plantation PUD District shall maintain constraints, tree preservation, market conditions and design parameters. Accordingly, the exact location of the boundary lines between the various planning areas and the location and size of land uses indicated within the planning area(s) shall be subject to change as Development Plan(s) (within planning area(s)) are submitted for development from time to time; provided, however, that maximum densities and other conditions of the Development Agreement between the Village Development Company and the Town of Bluffton, South Carolina, will be strictly adhered to.

B. ALLOWED LAND USES

The following land uses as designated for each individual Tract shall be permitted in the Village at Verdier Plantation PUD. The purpose of this portion of the PUD document is to state which land uses shall be allowed within the individual tracts or planning areas of the Village at Verdier Plantation PUD.

However allowing these uses does not obligate the developer to provide the uses or facilities stated herein.

The land uses permitted are referenced in the Town of Bluffton Unified Ordinance and any amendment thereto are permitted in the Village at Verdier Plantation PUD:

1. Town Home

The Town Home area shall have the following land uses and definitions:

a. Single-family detached dwelling
b. Single-family attached dwelling
c. Two or three family dwelling
d. Interior apartment dwelling
e. Bluffton Historic Small Home
f. Accessory dwelling unit/dependency unit
g. Manufactured home
h. Manufactured home park

2. Neighborhood Residential

The Neighborhood Residential area shall have the following land uses and definitions:

a. Single-family detached dwelling
b. Single-family attached dwelling
c. Two or three family dwelling
d. Interior apartment dwelling
e. Bluffton Historic Small Home
f. Accessory dwelling unit/dependency unit
g. Manufactured home
h. Manufactured home park

3. Village Hamlet

The Village Hamlet area shall have the following land uses and definitions:

a. Single-family detached dwelling
b. Single-family attached dwelling
c. Two or three family dwelling
d. Interior apartment dwelling
e. Bluffton Historic Small Home
f. Accessory dwelling unit/dependency unit
g. Manufactured home
h. Manufactured home park

4. Private Open Space

The Private Open Space area shall have the following land uses and definitions:

a. Activities related to soil and water conservation, measurement and control
b. Agricultural use and structures
c. Breeding bird and endangered species habitat
d. Forest, tree farm, game preserve or other conservation purpose
e. Government nature preserves
f. Publicly owned and/or operated park, open space, recreational facility or use, and the equipment necessary for servicing such use
g. Wildlife refuge
h. Golf learning and practice facility

5. Multi-Family

The Multi-Family area shall have the following land uses and definitions:

a. Single-family detached dwelling
b. Single-family attached dwelling
c. Two or three family dwelling
d. Interior apartment dwelling
e. Bluffton Historic Small Home
f. Accessory dwelling unit/dependency unit
g. Manufactured home
h. Manufactured home park

6. Mixed-Use

The Mixed-Use area shall have the following land uses and definitions:

a. Two or three family dwelling
b. Interior apartment dwelling
c. Family Day Care Home (6 or less children)
d. Group Day Care Home (7 to 12 children)
e. Child Care Center (13 to 22 children)
f. Civic or institutional use
g. Library
h. Museum
i. Post Office
j. Public emergency service facilities
k. Public parks
l. School
m. Commercial Uses – all listed in Town of Bluffton Unified Ordinance

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C. ALLOWED DENSITY

An overall density cap for the Village at Verdier Plantation PUD has been established at 404 Dwelling Units and 404,000 square feet of Mixed-Use development. The decreasing of the total number of dwelling units, mixed-use acreage within a planning area below the projected density shall be allowed. The Initial Master Plan for The Village at Verdier Plantation shall allow for the transfer of the undeveloped dwelling units, mixed-use acreage from one planning area to another and increasing the receiving planning areas density provided the following conditions are met:

1. The transferred density units, mixed-use acreage shall be limited to the allowed land uses in the receiving planning areas.
2. Residential density units can be converted to mixed-use square footage at four (4) housing units per acre times eight thousand (8,000) square feet of mixed-use.
   Example: Convert 28 Residential Housing Units / 4 Units per acre=
   7 acres x 8,000sf = 56,000 sf Mixed-Use

   Convert 80,000 sf Mixed-Use / 8,000 sf per acre=
   10 acres x 4 Units per acre = 40 Housing Units

Residential density shall include both Single-family Residential and Multi-family Residential, Hotels, Inns, Bed and Breakfast and Guesthouses, divisible dwelling units and time share properties. Projected densities per planning area include:

1. Town Home, Neighborhood Residential, Village Hamlet, Multi-Family (units are non discriminatory – nor type specific) 404 Units

2. Mixed-Use Area: 404,000 sf

3. Civic Use 30,000 sf

D. DEFINITIONS OF LAND USE TERMS AND DENSITY TERMS

In the absence of a term definition in this Initial Master Plan or in The Development Agreement with the Town of Bluffton, the definitions of The Town of Bluffton Unified Ordinance shall apply in the interpretation of this Land Use Plan. The allowed locations of specific land uses are described on the Initial Master Plan, and detailed by land use area in this text.

1. Dwelling Units

   a. Average Dwelling Units Per Acre (DU/AC)

   A calculation, which is based on the total residential units of a tract, divided by the total net acres of the same tract with the following exceptions:

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1. Hotel / Inn / Bed and Breakfast, or Guesthouse room/key shall equal ½ a Dwelling Unit.

2. Fractional Ownership Units (Interval Ownership / Timesharing Properties) shall equal ½ Dwelling Unit per Unit constructed for the first 200 dwelling units, and 1 dwelling unit for the balance up to a total of 300 units.

b. Maximum Dwelling Units per Acre (DU/AC Max.)

An indication of the maximum density allowed within any sub-area(s) or project(s) within an identified tract per net acre with the following exceptions and clarifications:

1. Hotel / Inn / Bed and Breakfast, Fractional Ownership Units (Interval Ownership / Timesharing Properties) or Guesthouse units shall not have a specified DU/AC max.
2. Maximum Dwelling Units per Acre for Single-Family Residential shall be 8 DU/AC max.
3. Maximum Dwelling Units per Acre for Multi-family Residential shall be 16 DU/AC max, based on number of stories, 1-story (8 units), 2-stories (12 units) and a project with a 3-story component in part or in whole is capped at 16 DU/AC max.

2. Open Space (Private or Public)

Total open space for the Village at Verdier Plantation PUD shall be calculated for the boundary of the PUD and not on a site specific basis for each phase of the PUD, individual development or project. However, at the Development Plan stage, each project shall demonstrate a minimum of ten percent open space. Open space shall consist of:

a. Landscaped areas
b. Lagoons, ponds, impoundments, and lakes
c. Freshwater wetlands including buffers
d. Forests, wildlife preserves/corridors, conservation areas and greenbelts
e. Garden plots
f. Recreation areas including, indoor and outdoor facilities, swimming pools, tennis courts, playgrounds, ball fields, lawn game fields, gardens, spas, and pervious parking for such facilities etc.
g. Public or private, regulation or par three golf courses including ancillary facilities such as golf learning centers, practice facilities and support facilities
h. Pedestrian / bicycle trails
i. Perimeter buffers

3. Roads

The Village at Verdier Plantation PUD shall have roads designed to the standards of The Town of Bluffton Unified Ordinance or as it may be amended at the time of Development Plan submittal, allowed throughout the PUD in locations appropriate under final site planning. Roads indicated on the Initial Master Plan are subject to modification at the time of Development Plan approval based on specific soil conditions, environmental concerns, physical constraints and design parameters.

The Village at Verdier Plantation PUD shall provide roadway linkage of major land use areas including internal linkage to commercial and recreational uses. Areas within the Village at Verdier Plantation PUD in whole or in part may be developed as private areas with access restricted appropriately at the developer's discretion.

Road width and right-of-way width may be reduced when environmental and tree preservation considerations would be furthered thereby. To protect river quality and preserve trees, such design is hereby encouraged.

Roads, bike paths, leisure trails, and pedestrian pathways are allowed to penetrate the setbacks of the OCRM critical line to access the property, provided the stowmwater is treated as per The Town of Bluffton Unified Ordinance.

4. Setbacks and Buffers

Setbacks and buffers shall meet the minimum requirements establishes herein and shall apply to the perimeter of the PUD only; provided, however, that any required wetlands setbacks shall apply according to law throughout the PUD.

Perimeter setbacks and buffer standards shall include:

a. At SC Highway 170; setbacks and buffers shall be delineated on the attached Initial Master Plan.
b. At adjacent property setbacks shall be a minimum of 50 feet which contains a buffer of 50 feet. In addition to the required distance, the buffers at adjacent property shall contain appropriate plant material sufficient to ensure the protection against real or potential incompatibility between adjoining land uses. Existing trees and understory vegetation shall be retained wherever possible with additional plantings as necessary to achieve the required buffer. If sufficient natural vegetation does not exist (i.e. no natural understory growth), planting requirements shall be determined at the time of final development application. The required buffer planting shall be installed on a phase-by-phase basis as development commences.

c. Leisure trails and bikeways shall be allowed to move freely through perimeter and wetland buffers as long as the intent of the buffers is maintained and they are approved by state review agencies. The Town of Bluffton shall have the ability to participate in field review and location of trails within buffers.

5. Wetlands

This designation allows the following uses within wetlands. Freshwater wetlands on the property shall be those over which the US Army Corps of Engineers claims 404 jurisdiction for freshwater wetlands. The use of these lands is regulated by the U.S. Army Corps of Engineers (USACOE) and the South Carolina Department of Health and Environmental Control Office of Ocean and Coastal Resource Management (SCDHEC / OCRM), and unless restricted via a future Memorandum of Agreement (MOA) to the contrary, the following are Permitted Uses:

a. Open space and buffers
b. Conservation areas
c. Activities in all areas as permitted by the U.S. Army Corps of Engineers and the South Carolina Department of Health and Environmental Control Office of Ocean and Coastal Resource Management
d. Storm water control and management
e. Boardwalks, trails, bridges and other permitted structures

6. Utilities

This designation allows for utility service to serve the planning areas of the Village of Verdier Plantation PUD. The following land uses shall be allowed:

a. Potable water supply and distribution
b. Wastewater collection, treatment and disposal
c. Stormwater collection, treatment and detention
d. Irrigation
e. Communication towers
f. Satellite antennas
g. Cable television facilities
h. Telephone facilities
i. Power transmission and distribution
j. Broad band multi-use transmission lines
k. Fiber-optic lines

Certain community-wide infrastructure is required for the development of any large, master-planned community. This infrastructure may include, but is not limited to the following:

a. Arterial streets and primary access roads
b. Water Supply
c. Wastewater Treatment
d. Power substations
e. Central telephone facilities
f. Stormwater Management Lagoons
g. Natural Gas Supply
h. Irrigation

In the case of this Initial Master Plan, the community-wide infrastructure may serve more than one Planning Area. Infrastructure projects must receive a Town of Bluffton Development Permit prior to construction, in accordance with the section of PUD ordinance describing Development Permits.

E. BUILDING SETBACKS / SEPERATION / HEIGHT / LIVING AREA

All building setbacks, separation, heights and living area requirements for the Village at Verdier Plantation PUD are to reference the Town of Bluffton Unified Ordinance and their respected land uses.

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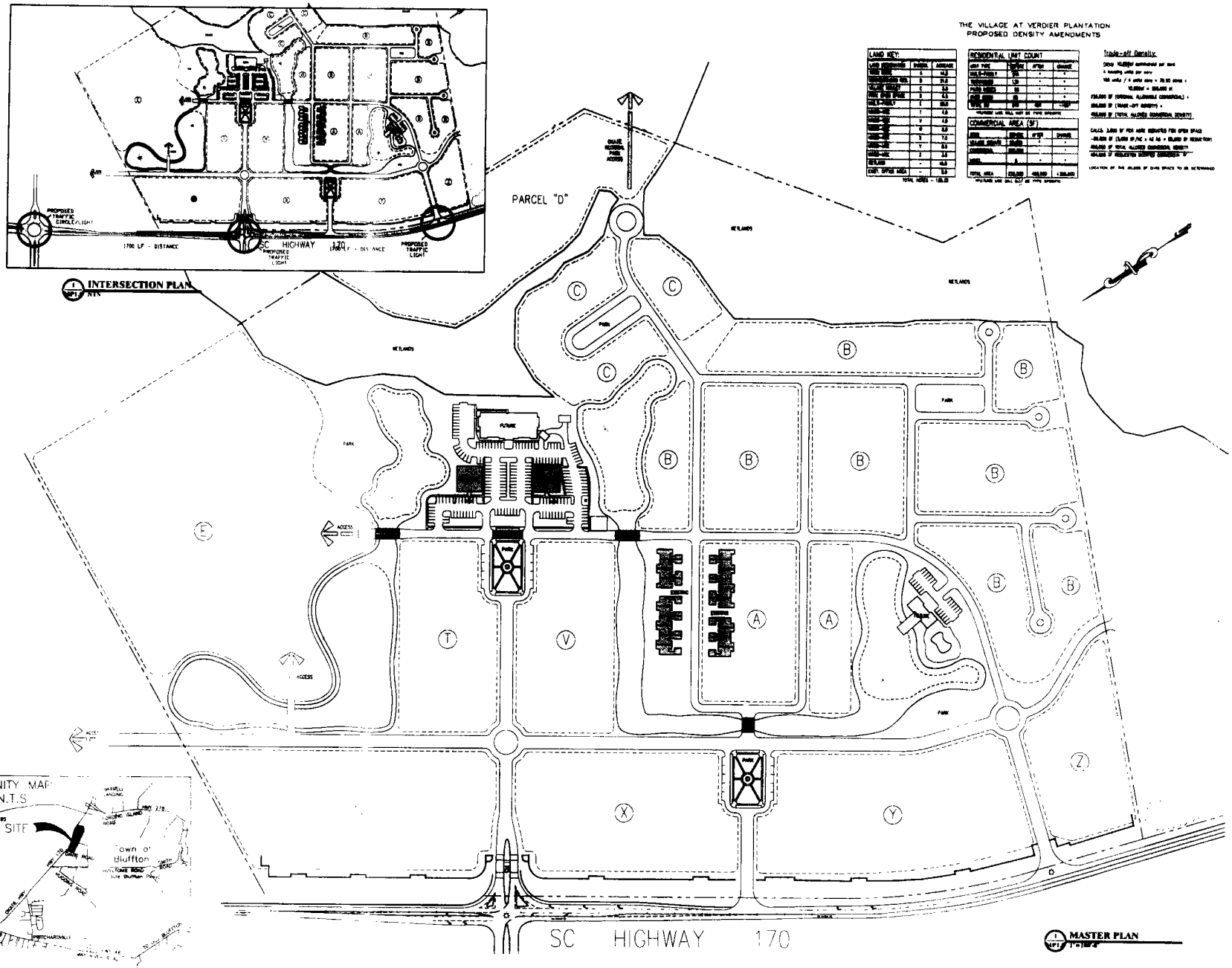
EXHIBIT "E"

Initial Master Plan, and any Amendments Thereto



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THE VILLAGE AT VERDIER PLANTATION
PROPOSED DENSITY AMENDMENTS

LAND KEY:		
LAND DESIGNATION	SYMBOL	ACREAGE
TOWN HOME	A	14.5
NEIGHBORHOOD RES.	B	21.0
VILLAGE HAMLET	C	5.0
PRIV. OPEN SPACE	D	6.5
MULTI-FAMILY	E	20.0
MIXED-USE	T	4.0
MIXED-USE	V	4.0
MIXED-USE	W	8.0
MIXED-USE	X	7.0
MIXED-USE	Y	8.5
MIXED-USE	Z	3.5
WETLAND	-	13.0
EXIST. OFFICE AREA	-	8.0
TOTAL ACRES = 125.32		

RESIDENTIAL UNIT COUNT			
UNIT TYPE	BEFORE	AFTER	CHANGE
MULTI-FAMILY	216	*	*
TOWNHOMES	139	*	*
PATIO HOMES	95	*	*
OVER COMM	60	*	*
TOTAL DU	510	404	-106*

*FUTURE USE WILL NOT BE TYPE SPECIFIC

COMMERCIAL AREA (SF)			
ZONE	BEFORE	AFTER	CHANGE
VILLAGE SQUARE	25,000	*	*
COMMERCIAL	200,000	*	*
HOTEL	0	*	*
TOTAL AREA	225,000	490,000	+265,000

*FUTURE USE WILL NOT BE TYPE SPECIFIC

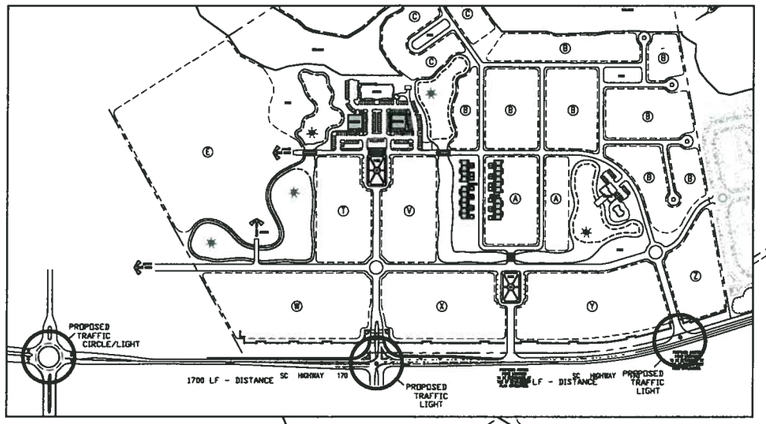
Trade-off Density:

Calcs: 10,000sf commercial per acre
4 housing units per acre
106 units / 4 units acre = 26.50 acres x
10,000sf = 265,000 sf

225,000 SF (ORIGINAL ALLOWABLE COMMERCIAL) +
265,000 SF (TRADE-OFF DENSITY) =
490,000 SF (TOTAL ALLOWED COMMERCIAL DENSITY)

CALCS: 2,000 SF PER ACRE DEDUCTED FOR OPEN SPACE
-88,000 SF (2,000 SF/AC x 43 AC = 88,000 SF REDUCTION)
490,000 SF TOTAL ALLOWED COMMERCIAL DENSITY
404,000 SF REQUESTED MODIFIED COMMERCIAL SF

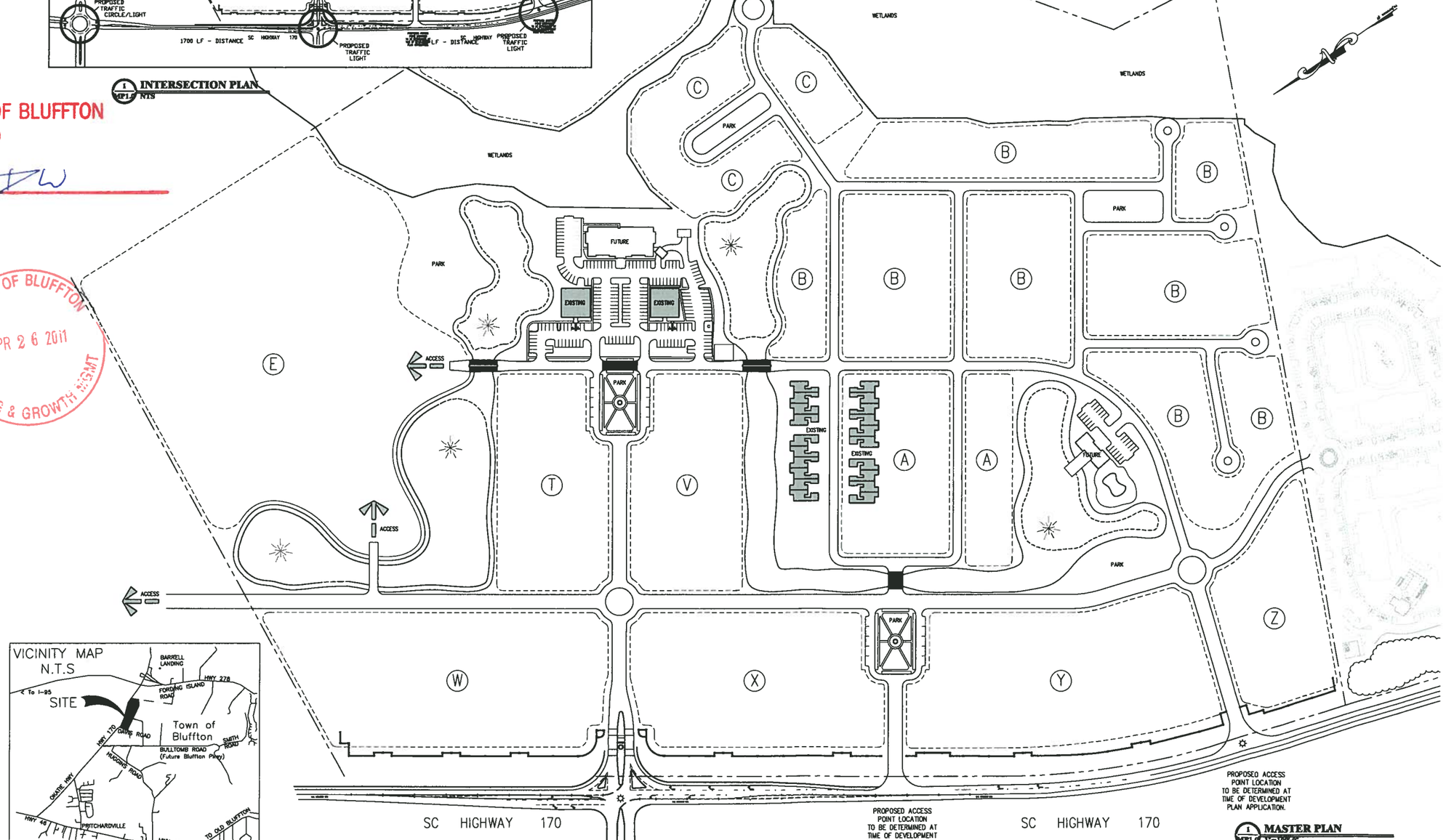
LOCATION OF THE 30,000 SF CIVIC SPACE TO BE DETERMINED



1 INTERSECTION PLAN
MP1.0 NTS

TOWN OF BLUFFTON
APPROVED

TOWN OF BLUFFTON
APR 26 2011
PLANNING & GROWTH MGMT



1 MASTER PLAN
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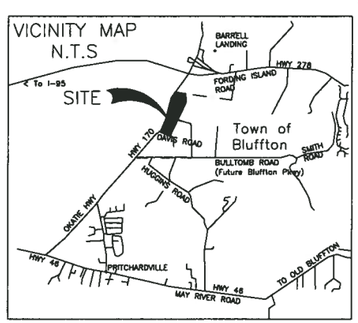

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THE VILLAGE AT VERDIER PLANTATION
MASTER PLAN
RE-DESIGN
BLUFFTON, SOUTH CAROLINA

KRA architecture + design
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Stamped By: MWK
Drawn By: MWK
Checked By: MWK
Date: 12.29.10
Revisions:

Project No. 08166
File Name:
Drawing Title:

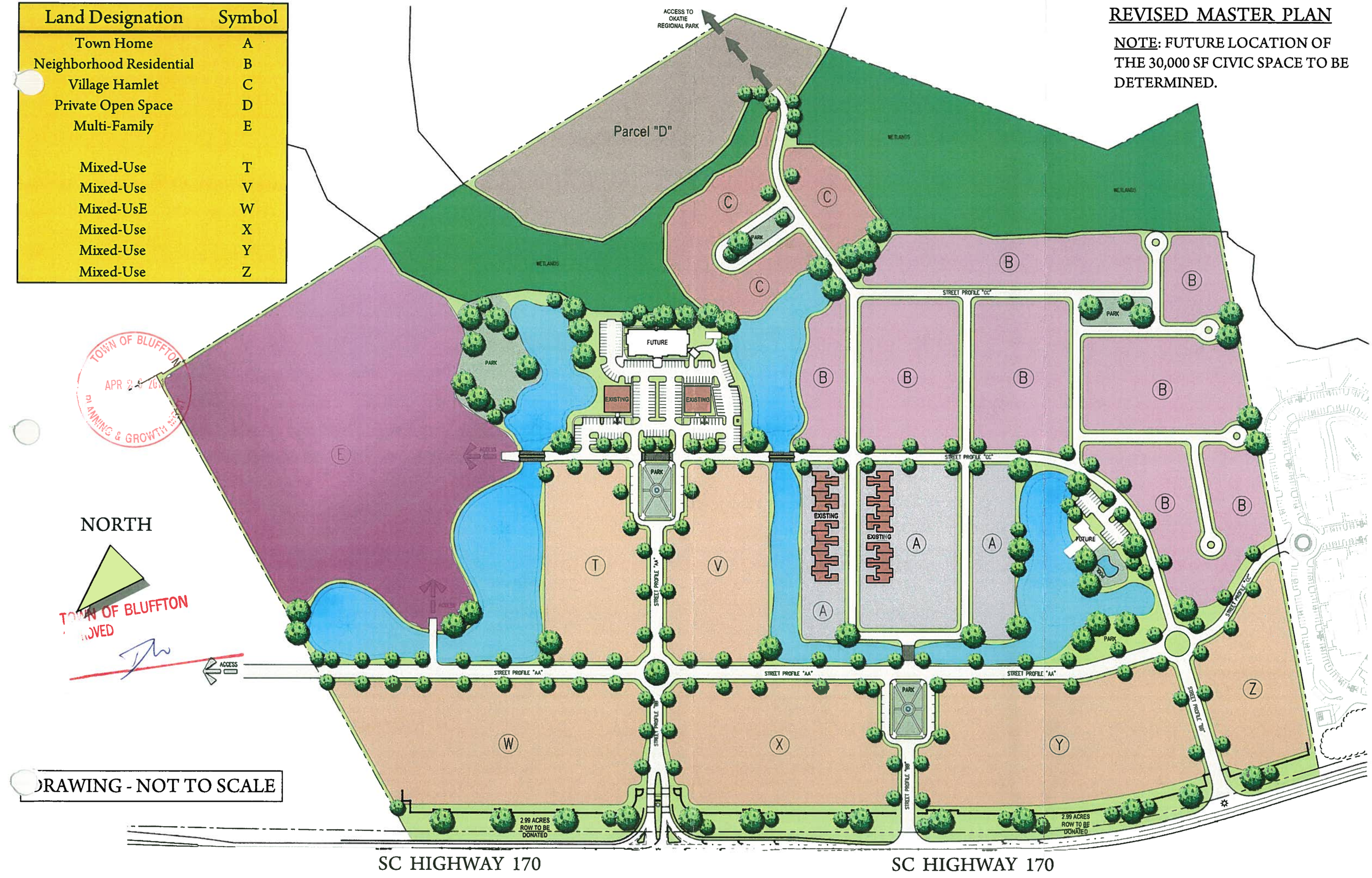
REVISED PUD MASTER PLAN

Sheet No. MP1.0
Scale: 1"=100'-0"

Land Designation	Symbol
Town Home	A
Neighborhood Residential	B
Village Hamlet	C
Private Open Space	D
Multi-Family	E
Mixed-Use	T
Mixed-Use	V
Mixed-UsE	W
Mixed-Use	X
Mixed-Use	Y
Mixed-Use	Z

REVISED MASTER PLAN

NOTE: FUTURE LOCATION OF THE 30,000 SF CIVIC SPACE TO BE DETERMINED.



DRAWING - NOT TO SCALE

TOWN OF BLUFFTON
APR 2 6 2011
PLANNING & GROWTH MGMT

TOWN OF BLUFFTON
APPROVED

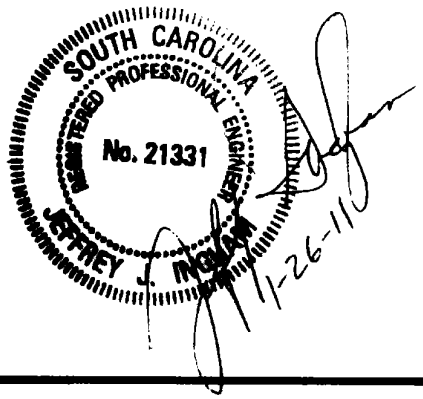
EXHIBIT "F"

Village at Verdier Traffic Impact Analysis, January 2011

VILLAGE AT VERDIER

TRAFFIC IMPACT ANALYSIS

BLUFFTON,
SOUTH CAROLINA



J – 22970.402

JANUARY 2011

THOMAS & HUTTON

PREPARED BY:

THOMAS & HUTTON

CHARLESTON, SOUTH CAROLINA □ MYRTLE BEACH, SOUTH CAROLINA
SAVANNAH, GEORGIA □ BRUNSWICK, GEORGIA
WILMINGTON, NORTH CAROLINA

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VILLAGE AT VERDIER

TRAFFIC IMPACT ANALYSIS

BLUFFTON,
SOUTH CAROLINA

J – 22970.402

JANUARY 2011

THOMAS & HUTTON

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CHARLESTON, SOUTH CAROLINA □ MYRTLE BEACH, SOUTH CAROLINA
SAVANNAH, GEORGIA □ BRUNSWICK, GEORGIA
WILMINGTON, NORTH CAROLINA

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APPENDIX

TRAFFIC COUNTS
CAPACITY ANALYSES

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Introduction

The master plan for the Village at Verdier Plantation is being re-designed. Previous zoning allowed 510 residential units and 225,000 square feet of commercial space. The new master plan envisions 404 residential units and 490,000 square feet of commercial space. The property is located on the east side of SC 170, south of US 278. The current master plan is shown in **Figure 1**.

For the purposes of this analysis, it is assumed that the development will be constructed over the next 5 years. This study will compare the existing and the proposed zoning, update the previous analysis, and analyze the impacts of the complete development on SC 170.

Access Plan

The previous plan for Verdier provided 2 access points on SC 170. One was located opposite Del Webb Blvd and is currently constructed. The other access was located approximately 800 feet south and was envisioned to allow only right-in, right-out movements. Interconnectivity with the property to the south, the future Lakeview Hammocks development, was planned and a full access to Lakeview Hammocks was envisioned approximately 1200 feet south of the right-in, right-out.

The proposed master plan was provided by KRA Architecture, which coordinated with the Town of Bluffton on the development and access plan. The current plan envisions 3 access points to Verdier. The main access is planned, as before, to be at the intersection with Del Webb Blvd. A secondary access point, allowing only right-in, right-out movements is planned approximately 700 feet south of Del Webb Blvd. Another full access movement is planned approximately 1,000 feet south of the right-in, right-out. The full movement access to the Lakeview Hammocks development is assumed to be removed and replaced with the additional access to Verdier.

The current plan will require a modification to the SC 170 Access Management Plan, developed by the County and SCDOT as part of the SC 170 widening project. Revising the location of median breaks will also require a revision to the design plans currently being developed for the SC 170 project.

This study is not intended to be a document to justify a change to the Access Management Plan and will simply examine the operations of the study intersections if a change is made and Verdier is developed as envisioned.

Book3061/Page3326

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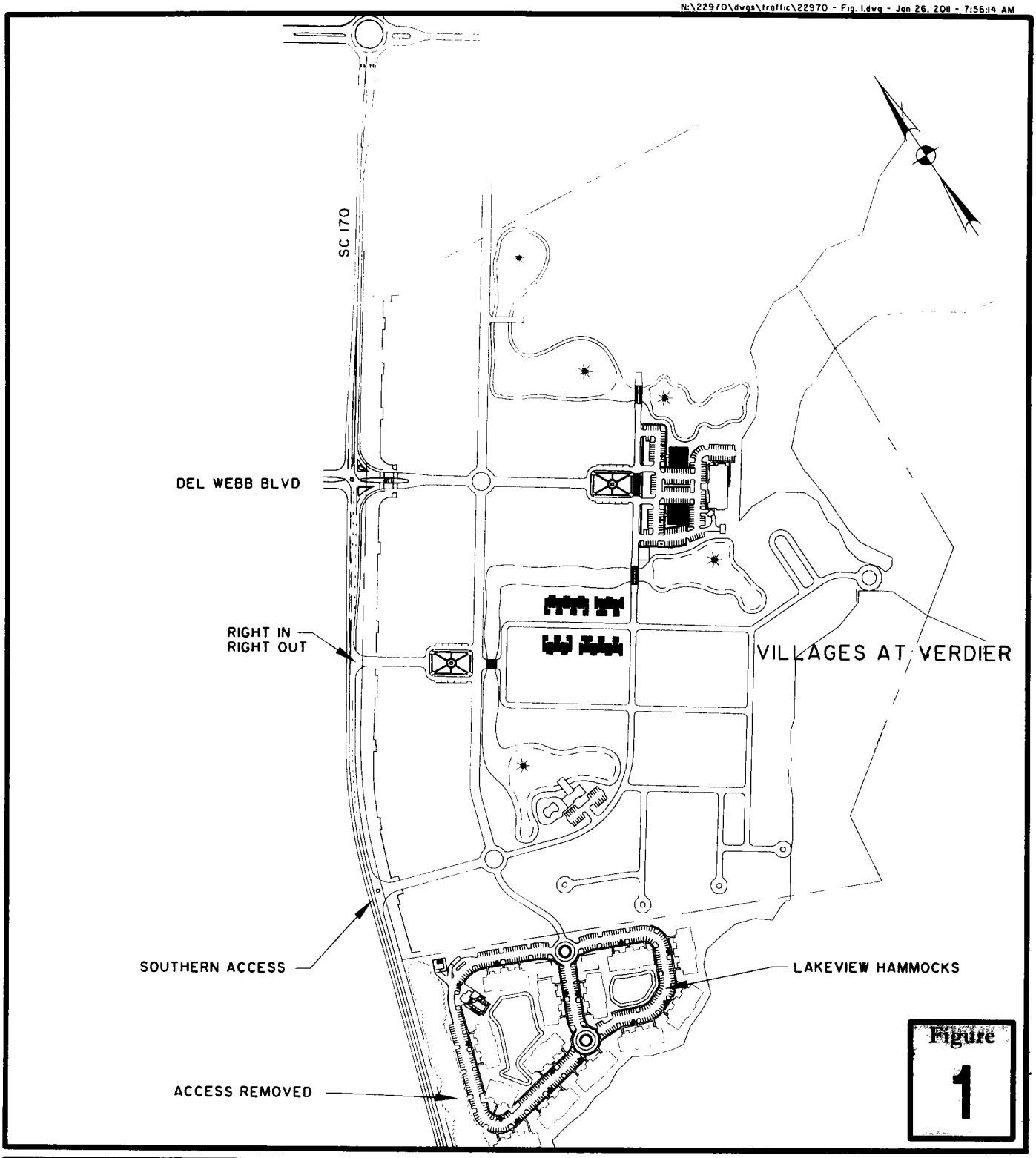

Figure 1

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VILLAGE AT VERDIER

BEAUFORT COUNTY, SOUTH CAROLINA

TRAFFIC ANALYSIS

SITE PLAN

Existing Conditions

SC 170 and Del Webb Blvd (Village at Verdier) is a 4-leg intersection with stop control on the minor legs. Right and left turn lanes are provided for both directions along SC 170. Both minor legs have two approach and two departure lanes.

Existing turning movements were counted at the SC 170 / Del Webb Blvd intersection in May 2009. The morning and afternoon peak hour volumes are shown in **Figure 2**. Capacity analyses are completed based on the *existing lane geometry* and are shown in Table 1.

Table 1. Existing Levels of Service

SC 170 / Del Webb Blvd intersection	Control	AM PEAK			PM PEAK		
		LOS	Delay (s/veh)	V/C Ratio	LOS	Delay (s/veh)	V/C Ratio
Del Webb approach	Stop	E	37	0.47	E	38	0.42
Verdier approach	Stop	C*	19*	0.01*	D*	33*	0.04*

*very minor volumes on Verdier

Vehicles leaving Sun City currently experience moderate delays on the Del Webb Blvd approach to SC 170. Volumes on the Verdier approach are extremely minor.

Planned Roadway Improvements

Multiple roadway improvements are planned for the area in and around Bluffton. With regard to the Village at Verdier Plantation, the primary road improvement affecting it will be the widening of SC 170.

SC 170 is planned to be widened from 2 lanes to 4 lanes from SC 46 to the US 278 westbound ramp. North of US 278, SC 170 is planned to be widened to a 6-lane facility to Tide Watch Drive. For this study, it is assumed that the portion passing the Verdier site, from the Bluffton Parkway to US 278 is complete by build out of the Village at Verdier Plantation.

Initial plans for the widening project included signalization of the Del Webb Blvd / SC 170 intersection. Subsequent studies showed that more of the Sun City traffic utilizes the Sun City Blvd access to SC 170, as opposed to Del Webb Blvd. The most recent plans for the corridor include a signal at Sun City Blvd; Del Webb Blvd is planned to remain under stop control until warranted.

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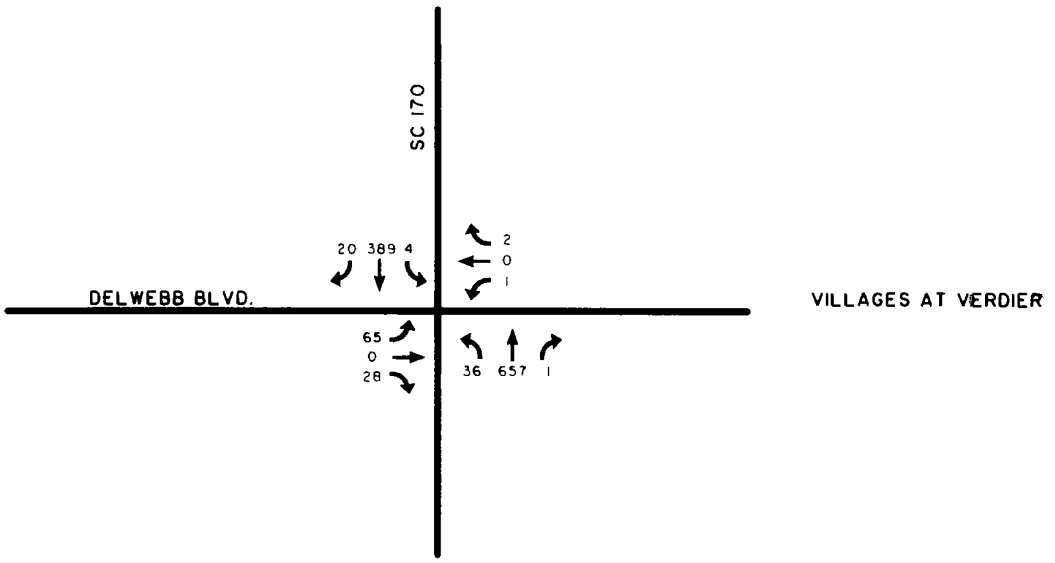
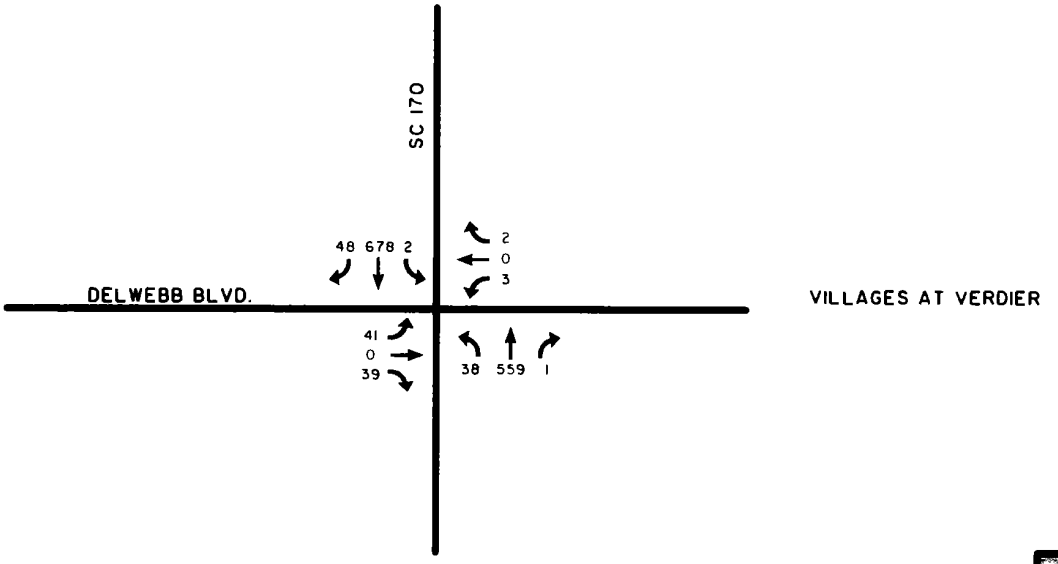


AM PEAK



PM PEAK

Figure 2

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VILLAGE AT VERDIER

BEAUFORT COUNTY, SOUTH CAROLINA

TRAFFIC ANALYSIS

2009 PEAK HOUR COUNTS

Trip Generation Comparison (Previous plan vs. current plan)

Trips generated by the proposed development are estimated using the standard methodology and equations in the Institute of Transportation Engineers, Trip Generation, 8th Edition, 2008. Pass by trips and trips captured internally are not considered in the following comparison, but will be taken into account for the intersection analyses. Assumptions regarding the type and distribution of "commercial" uses are kept the same for each scenario.

Table 2 indicates that the proposed master plan change would result in higher traffic volumes than the currently approved plan.

Table 2. Trip Generation comparison

Land Use Code	Land Use	Size	Daily Trips	AM Peak	PM Peak
Previously approved zoning					
210	Single family houses	95 units	990	76	100
230	Townhouses	415 units	2,220	161	193
710	General Office	110,000 sf	1,440	202	202
820	Shopping Center	115,000 sf	7,440	167	698
TOTAL			12,090	606	1,193
Currently proposed land plan					
210	Residential - detached	80 units	847	65	86
230	Residential – attached	324 units	1,789	132	158
710	General Office	245,000 sf	2,660	384	353
820	Shopping Center	245,000 sf	12,159	261	1,159
TOTAL			17,455	842	1,756
Change from previous zoning					
Increase in number of trips			+5,365	+236	+563

Background Conditions

A traffic study was completed for the proposed widening of SC 170 in April 2008 and revised in November 2008. The study evaluated the 2030 traffic conditions for all the intersections along the route. For this study, it is assumed that the recommended widening improvements have been constructed.

In accordance with the SC 170 study, the existing volumes along SC 170 are raised by an annual rate of 2.5% to determine the 2016 background volumes. Volumes in and out of Sun City at this intersection are not anticipated to change much over the next five years; a 1% annual rate is applied to the turning movements on and off of Del Webb Blvd. Peak hour background volumes are shown in **Figure 3**.

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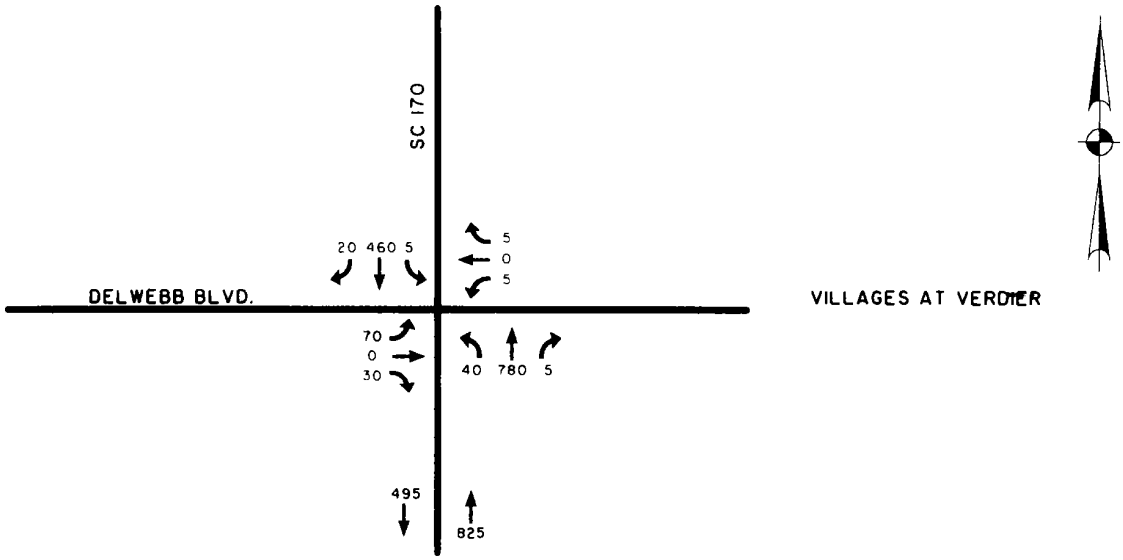
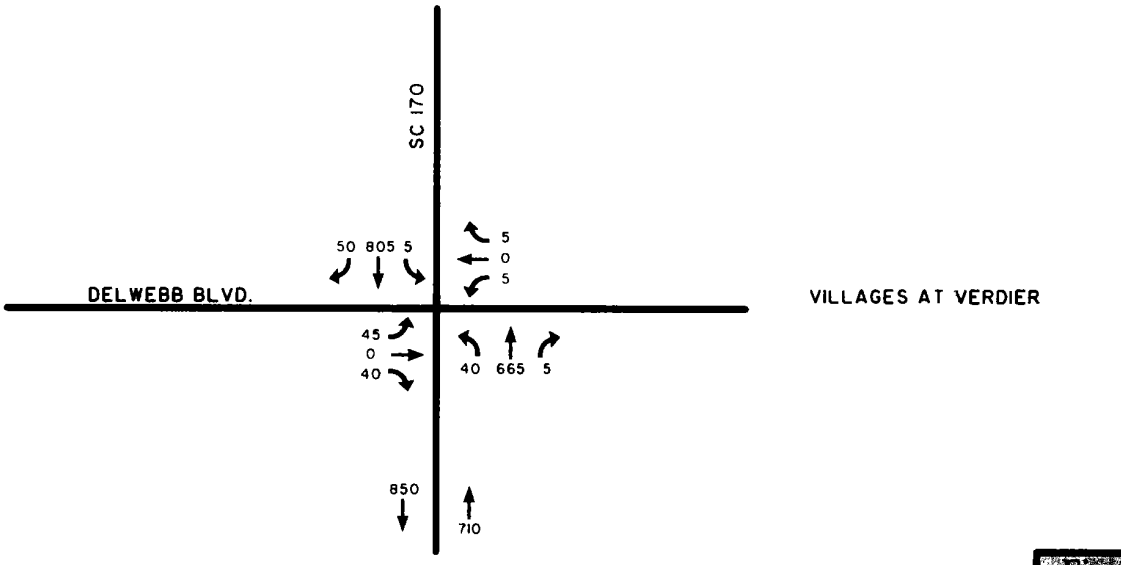


AM PEAK



PM PEAK

Figure 3

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VILLAGE AT VERDIER

BEAUFORT COUNTY, SOUTH CAROLINA

TRAFFIC ANALYSIS

2016 BACKGROUND VOLUMES

Site Trips and Assignment

In general, the peak hour trips to and from the Village at Verdier are assumed to follow the distribution patterns below:

- 45% to/from the north (US 278)
- 10% to/from Sun City
- 45%to/from the south (Bluffton Parkway)

The site trips are assigned to each access point based on the distribution below. As mentioned, the southern and northern access points are assumed to allow all movements. The central access is assumed to allow only right-in, right out movements. All of the trips to and from Sun City are assumed to use the Del Webb / Verdier intersection.

- 50% to/from the Del Webb / Verdier intersection (including the 10% to/from Sun City)
- 5% to/from the Right-in, right-out access
- 40% to/from the southern access
- 5% to/from adjacent parcels (Kent Estates or adjacent parcel to the north)

As a mixed-use development, some of the trips will be captured internally between land uses within the development. A 15% reduction is calculated for the daily trips and the PM peak hour trips; a 10% reduction is assumed for the AM trips. The internal capture calculations for the daily and PM peak hour are included in the appendix.

Some of the trips associated with retail sites can be considered "pass-by" trips, which come from traffic already on the roadway. These are not new trips since they are associated with cars that are "passing by" the site. In accordance with guidelines in the Trip Generation Handbook, an average pass-by rate (PM weekday) of 25% is applied to the retail uses.

Table 3. Trip Generation – current plan

Currently Proposed Use	**Daily Trips**	**AM Peak**		**PM Peak**	
Total trips generated	17,455	842		1,756	
		In	Out	In	Out
		535	307	788	968
Internal trips (10% AM, 15% PM and daily)	-2,620	-80	-46	-120	-145
Pass-by trips (25% of retail only)	-3,040	-30	-30	-145	-145
New Primary trips	**11,755**	**425**	**231**	**523**	**678**

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New site generated trips, based on the trip generation and distribution mentioned are shown in **Figure 4**. Pass by trips are shown in **Figure 5**. The site generated trips (primary and pass-by) are added to the background volumes to determine the 2016 design volumes, shown in **Figure 6**.

Book3061/Page3333

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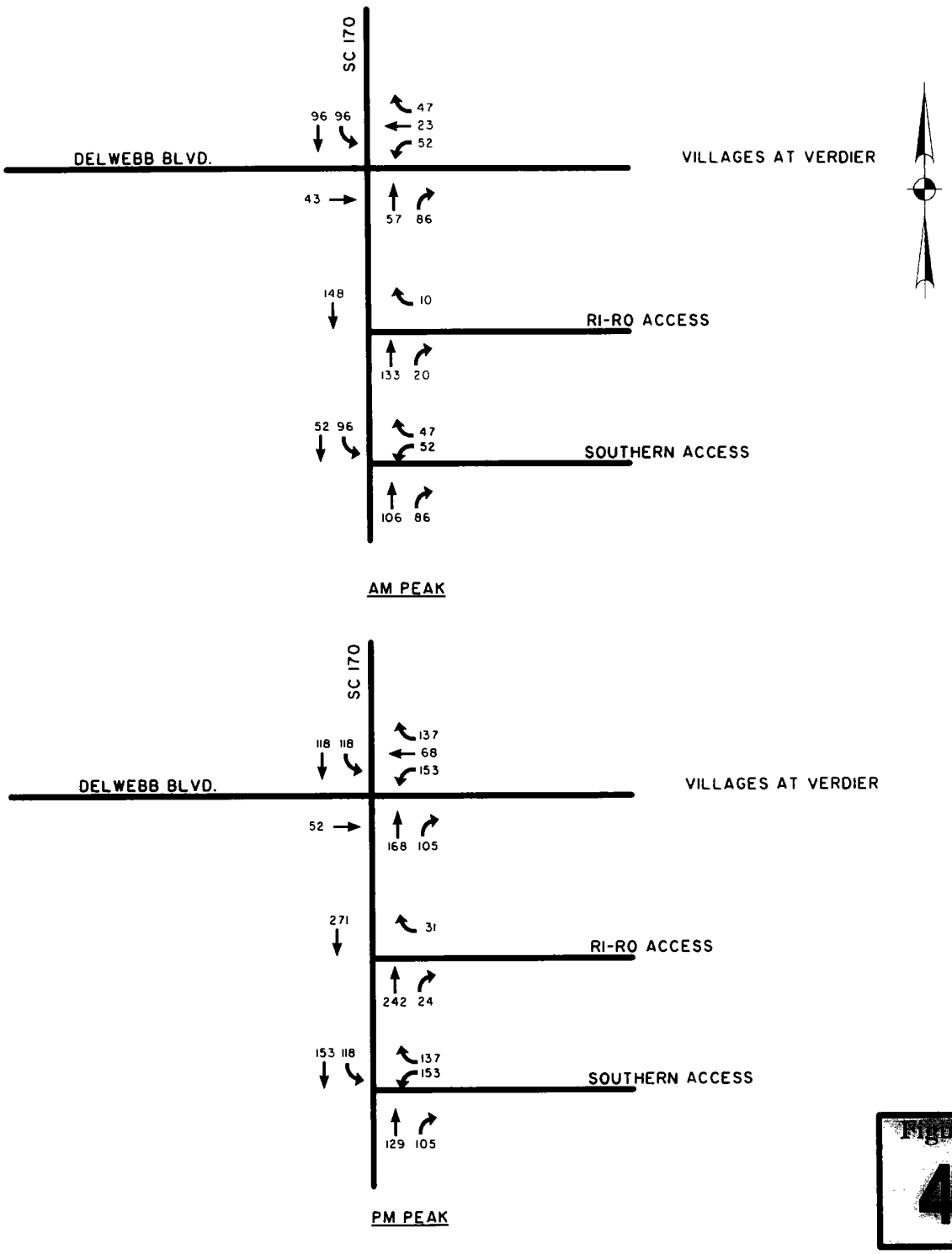

Figure 4

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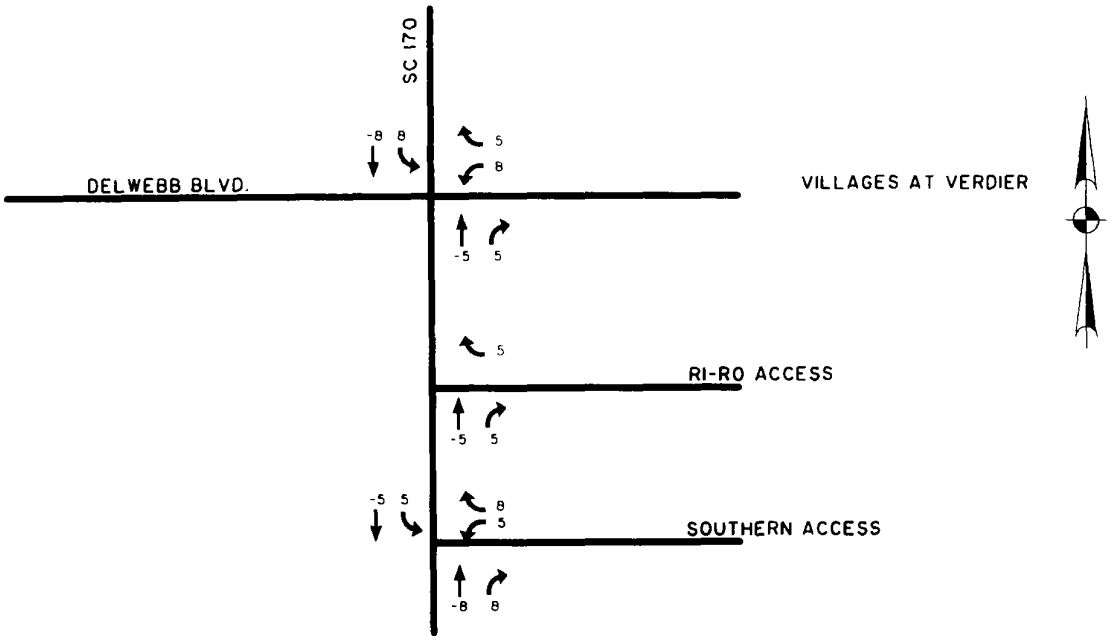
VILLAGE AT VERDIER

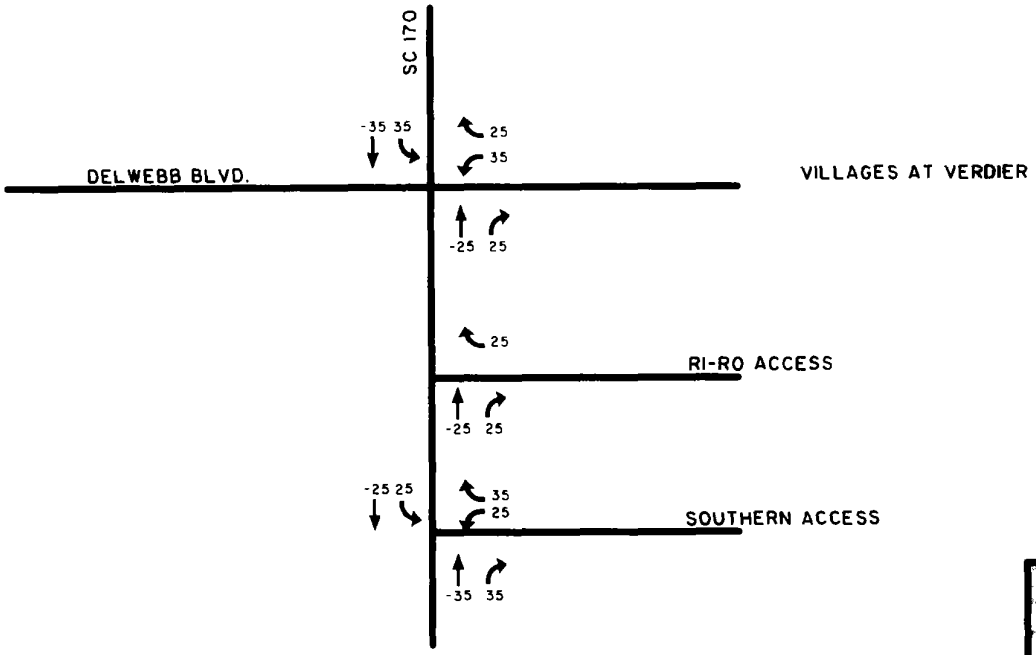
BEAUFORT COUNTY, SOUTH CAROLINA

TRAFFIC ANALYSIS

NEW TRIPS



AM PASS BY



PM PASS BY

Figure 5

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VILLAGE AT VERDIER
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TRAFFIC ANALYSIS

PASS BY TRIPS

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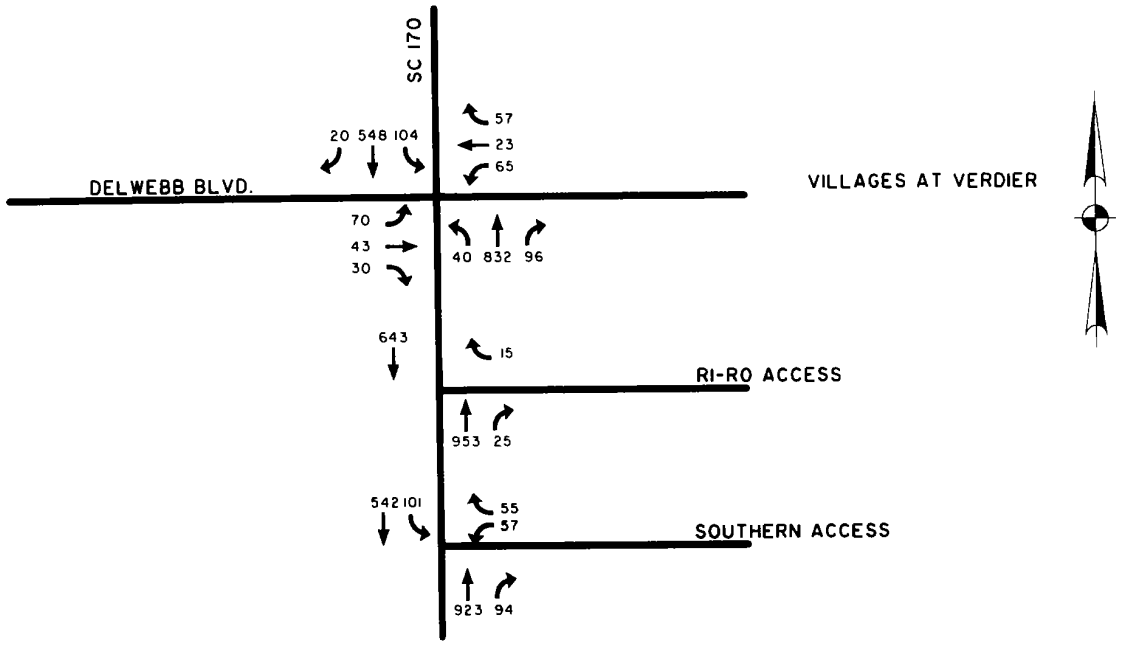
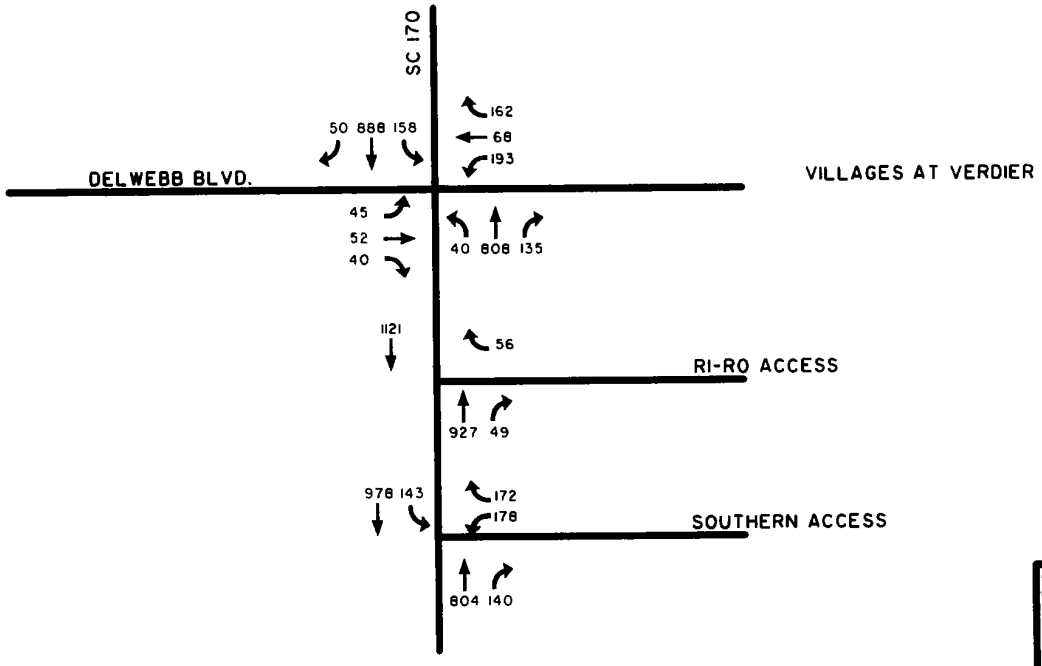


AM



PM

Figure 6

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VILLAGE AT VERDIER

BEAUFORT COUNTY, SOUTH CAROLINA

TRAFFIC ANALYSIS

BUILD OUT VOLUMES

Future Conditions (at Completion of Village at Verdier)

The site-generated volumes associated with the development are added to the 2016 background volumes to determine the future volumes at the study intersections. The future volumes are used to calculate the intersection Levels of Service at the completion of development. It is assumed that SC 170 widening to a 4-lane divided section is complete.

Capacity analyses are completed at the major intersections for the 2016 design year "no-build" conditions (without the development) and future conditions. Analyses are based on *the improved (widened) lane geometry;* results are shown in Table 3.

Table 3. Background (No-build) and Future (Build out) Levels of Service

Intersection	Control	PEAK HOUR	BACKGROUND (2016)			DESIGN (2016)		
			LOS	Delay (s/veh)	v/c Ratio	LOS	Delay (s/veh)	v/c Ratio
SC 170/Del Webb Blvd / Verdier Del Webb approach	**Stop Sign**	AM	D	30	0.42	-	-	-
		PM	E	40	0.46	-	-	-
SC 170/Del Webb Blvd/Verdier Overall intersection	**Signal**	AM	-	-	-	B	12	0.49
		PM	-	-	-	B	18	0.73
SC 170 and RI-RO access	Right-in/ Right-out	AM	-	-	-	B	12	0.03
		PM	-	-	-	B	13	0.12
SC 170 and southern access Outbound approach	**Stop Sign***	AM	-	-	-	F*	60	0.68
		PM	-	-	-	F*	<500	3.1

*Installing a signal, if approved, could result in an overall LOS A-B for both peak hours

A signal should be installed at the main access to Verdier at an appropriate time. At some point in the course of construction, traffic generated will create enough volume to meet signal warrants. A signal at this location is part of the access management plan for SC 170. With the widening of SC 170 and signalization of the intersection, the main access to the Village at Verdier can operate at acceptable levels of service with the currently proposed plan.

As mentioned, the relocation of the Lakeview Hammocks access to the southern section of Verdier is assumed with the current layout. The current SC 170 Access Management Plan does not show a signal at the Lakeview Hammocks intersection.

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With the shown distributions, the southern access approach to SC 170 would function poorly under stop control. Signalization could improve the operations to LOS A-B for both the morning and afternoon peak hours.

If a signal is not allowed at the southern access, more of the site trips would likely shift to the Del Webb access. The Del Webb / SC170 intersection, if signalized, has sufficient capacity to absorb this shift in site traffic. If half of the left turns associated with the southern access were assigned to the Del Webb intersection, the Del Webb intersection could still function at LOS B-C.

Conclusions/ Recommendations

The master plan for the Village at Verdier Plantation is being re-designed. Previous zoning allowed 510 residential units and 225,000 square feet of commercial space. The new master plan envisions 404 residential units and 490,000 square feet of commercial space. The internal roadway network will provide interconnectivity to adjacent properties.

The master plan proposed by KRA Architecture, developed in coordination with the Town of Bluffton, envisions 3 access points on SC170. The southern access assumes that the northernmost Lakeview Hammocks access will be relocated to Verdier.

As mentioned, this plan will require a modification to the SC 170 Access Management Plan, developed by the County and SCDOT as part of the SC 170 widening project. Revising the location of median breaks will also require a revision to the design plans currently being developed for the SC 170 project.

If the access plan is approved, the proposed development can be accommodated by the surrounding roadway network with the following improvements:

- Widening of SC 170 to a four-lane facility from Bluffton Parkway to US 278 (as planned by the County)
- Installation of a signal at the Del Webb/Verdier/SC 170 intersection, when warranted (privately funded)
- Installation of a northbound right turn deceleration lane at the right-in, right out access (privately funded)
- Installation of a northbound right turn lane and a southbound left turn lane on SC 170 at the southern access (privately funded)

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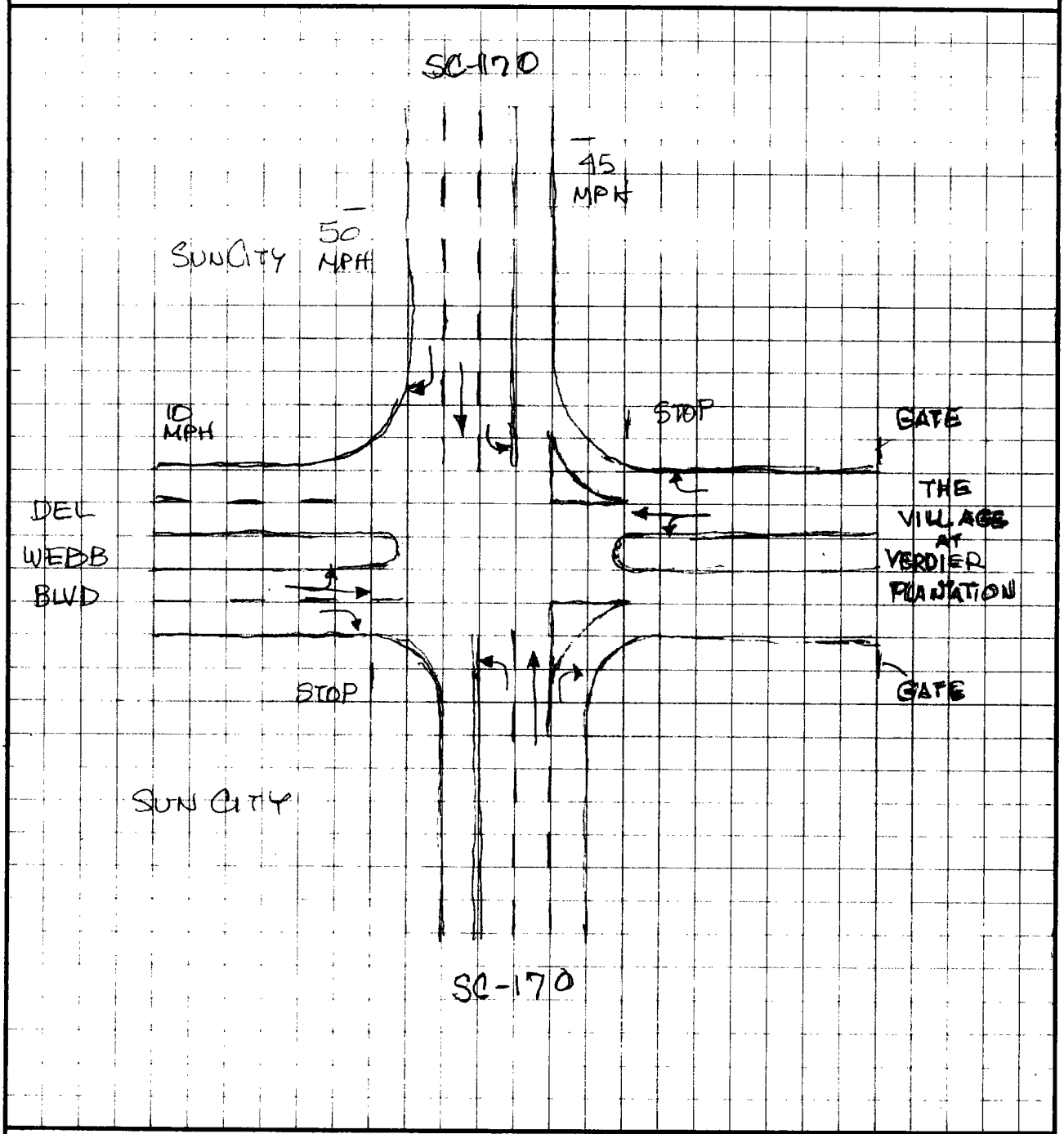
DATE: 5/06/09 INT NO: 01

STREET NAMES: SC-170 @ DEL WEBB BLVD, SUN CITY, SC



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Weather: Mild
Other: T&H

File Name : 09422-01
Site Code : 00942201
Start Date : 5/6/2009
Page No : 1

Groups Printed- Cars - Trucks & Buses

	SC 170 Northbound					SC 170 Southbound					Del Webb Blvd Eastbound					Verdier Plantation Ent Westbound					
Start Time	Left	Thru	Right	Peds	App Total	Left	Thru	Right	Peds	App Total	Left	Thru	Right	Peds	App Total	Left	Thru	Right	Peds	App Total	Int. Total
07:00 AM	10	135	0	0	145	0	71	1	0	72	5	0	5	0	10	0	0	1	0	1	228
07:15 AM	5	135	1	0	141	0	86	1	0	87	4	0	5	0	9	1	0	0	0	1	238
07:30 AM	9	168	0	0	177	1	89	5	0	95	14	0	10	0	24	0	0	1	0	1	297
07:45 AM	9	194	1	0	204	0	102	2	0	104	14	0	6	0	20	1	0	1	0	2	330
Total	33	632	2	0	667	1	348	9	0	358	37	0	26	0	63	2	0	3	0	5	1093
08:00 AM	8	142	0	0	150	0	94	6	0	100	11	0	8	0	19	0	0	0	0	0	269
08:15 AM	10	180	1	0	191	1	84	6	0	91	17	0	6	0	23	0	0	1	0	1	306
08:30 AM	9	141	0	0	150	3	109	6	0	118	23	0	8	0	31	0	0	0	0	0	299
08:45 AM	11	141	0	0	152	2	85	7	0	94	22	0	12	0	34	2	0	1	0	3	283
Total	38	604	1	0	643	6	372	25	0	403	73	0	34	0	107	2	0	2	0	4	1157
*** BREAK ***																					
11:00 AM	7	99	1	0	107	0	108	8	1	117	14	0	11	0	25	0	0	0	0	0	249
11:15 AM	4	119	1	0	124	1	101	10	0	112	17	0	10	0	27	1	0	1	0	2	265
11:30 AM	10	113	1	0	124	0	121	14	0	135	15	0	16	0	31	0	0	2	0	2	292
11:45 AM	7	95	0	1	103	0	107	8	0	115	26	0	11	0	37	0	0	0	0	0	255
Total	28	426	3	1	458	1	437	40	1	479	72	0	48	0	120	1	0	3	0	4	1061
12:00 PM	9	102	0	0	111	0	103	7	0	110	15	0	13	0	28	0	0	0	0	0	249
12:15 PM	10	110	2	1	123	1	96	8	0	105	17	0	10	0	27	0	0	1	0	1	256
12:30 PM	10	111	0	0	121	1	123	9	0	133	13	0	16	0	29	0	0	0	0	0	283
12:45 PM	11	114	1	0	126	0	113	15	0	128	11	0	11	0	22	0	0	0	0	0	276
Total	40	437	3	1	481	2	435	39	0	476	56	0	50	0	106	0	0	1	0	1	1064
*** BREAK ***																					
02:00 PM	13	103	0	0	116	0	114	12	0	126	25	0	14	0	39	0	0	1	0	1	282
02:15 PM	5	104	0	0	109	0	129	9	0	138	17	0	10	0	27	0	0	0	0	0	274
02:30 PM	12	125	0	0	137	2	106	14	0	122	20	0	14	0	34	0	0	1	0	1	294
02:45 PM	12	114	2	0	128	0	128	13	0	141	19	0	13	0	32	1	0	1	0	2	303
Total	42	446	2	0	490	2	477	48	0	527	81	0	51	0	132	1	0	3	0	4	1153
03:00 PM	9	105	0	0	114	2	135	14	0	151	17	0	23	0	40	1	0	0	0	1	306
03:15 PM	6	113	0	0	119	1	115	11	0	127	8	0	16	0	24	0	0	2	0	2	272
03:30 PM	13	150	0	0	163	1	142	5	0	148	12	0	4	0	16	0	0	1	0	1	328
03:45 PM	9	114	0	0	123	0	144	14	0	158	14	0	7	0	21	0	0	0	0	0	302
Total	37	482	0	0	519	4	536	44	0	584	51	0	50	0	101	1	0	3	0	4	1208
04:00 PM	15	158	0	0	173	1	151	13	0	165	9	0	19	0	28	2	0	0	0	2	368
04:15 PM	14	117	1	0	132	1	188	12	0	201	8	0	6	0	14	1	0	2	0	3	350
04:30 PM	4	129	0	0	133	0	173	10	0	183	12	0	10	0	22	0	0	0	0	0	338
04:45 PM	5	155	0	2	162	0	166	13	0	179	12	0	4	0	16	0	0	0	0	0	357
Total	38	559	1	2	600	2	678	48	0	728	41	0	39	0	80	3	0	2	0	5	1413
05:00 PM	6	143	0	0	149	0	184	11	0	195	13	0	8	0	21	0	0	0	0	0	365
05:15 PM	8	121	0	0	129	0	150	13	0	163	18	0	10	0	28	0	0	0	0	0	320
05:30 PM	2	112	0	0	114	0	146	8	0	154	6	1	7	0	14	0	0	2	0	2	284
05:45 PM	1	125	1	0	127	1	146	9	0	156	8	0	3	0	11	0	0	0	0	0	294
Total	17	501	1	0	519	1	626	41	0	668	45	1	28	0	74	0	0	2	0	2	1263
Grand Total	273	4087	13	4	4377	19	3909	294	1	4223	456	1	326	0	783	10	0	19	0	29	9412
Apprch %	6.2	93.4	0.3	0.1		0.4	92.6	7	0		58.2	0.1	41.6	0		34.5	0	65.5	0		
Total %	2.9	43.4	0.1	0	46.5	0.2	41.5	3.1	0	44.9	4.8	0	3.5	0	8.3	0.1	0	0.2	0	0.3	
Cars	271	3890	13	4	4178	19	3695	293	1	4008	455	1	325	0	781	10	0	19	0	29	8996
% Cars	99.3	95.2	100	100	95.5	100	94.5	99.7	100	94.9	99.8	100	99.7	0	99.7	100	0	100	0	100	95.6
Trucks & Buses	2	197	0	0	199	0	214	1	0	215	1	0	1	0	2	0	0	0	0	0	416
% Trucks & Buses	0.7	4.8	0	0	4.5	0	5.5	0.3	0	5.1	0.2	0	0.3	0	0.3	0	0	0	0	0	4.4

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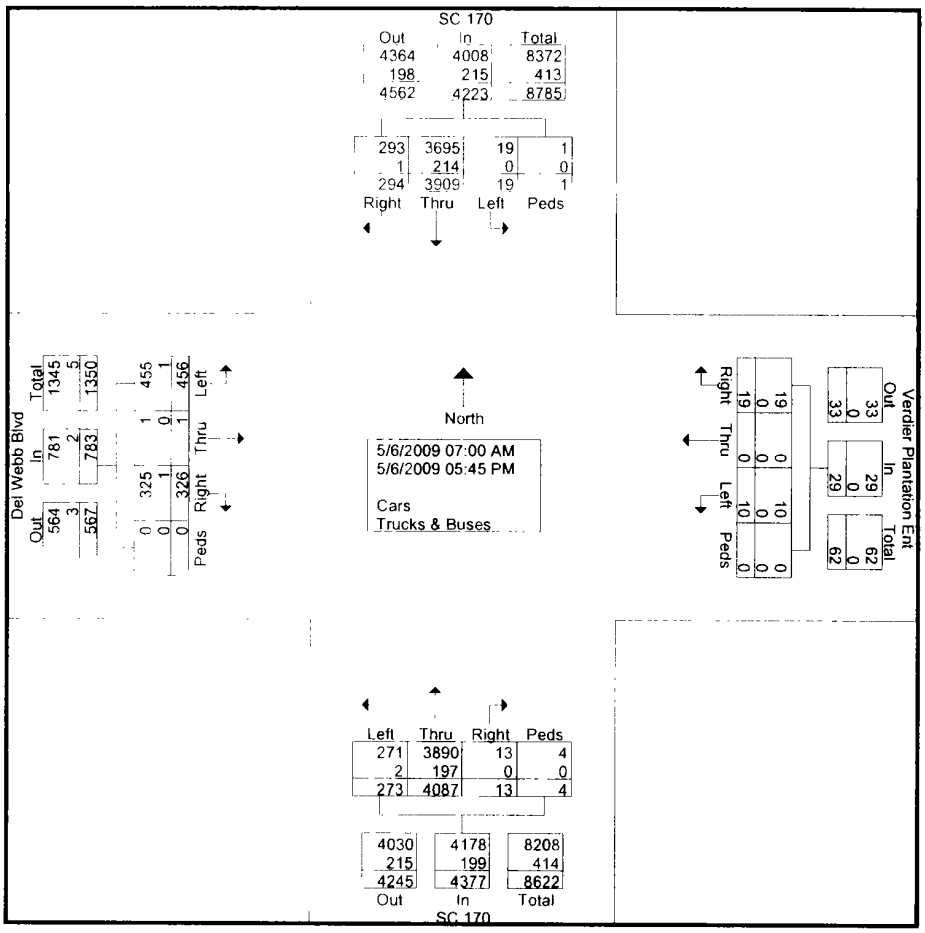
Counter #: D4-4422
Counted By: WB
Weather: Mild
Other: T&H

File Name : 09422-01
Site Code : 00942201
Start Date : 5/6/2009
Page No : 2



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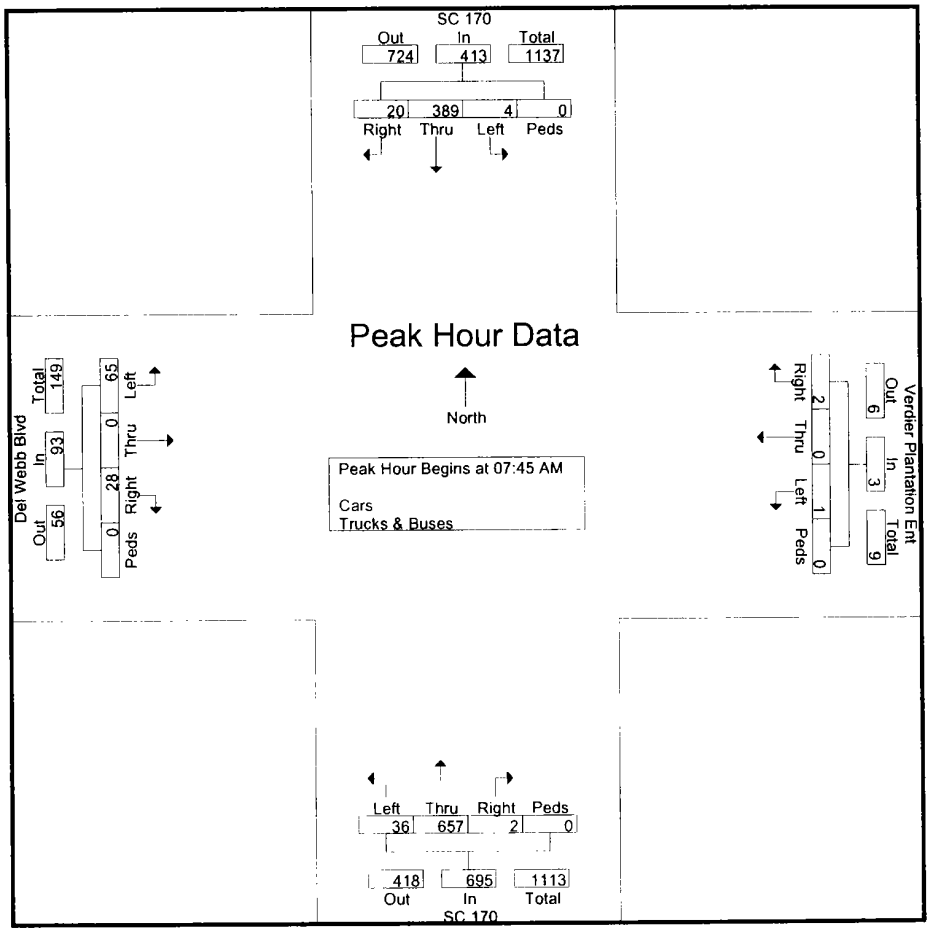
Traffic Data Connection
PO Box 445
Abbeville GA 31001
843.216.3304

Counter #: D4-4422
Counted By: WB
Weather: Mild
Other: T&H

File Name : 09422-01
Site Code : 00942201
Start Date : 5/6/2009
Page No : 3

	SC 170 Northbound					SC 170 Southbound					Del Webb Blvd Eastbound					Verdier Plantation Ent Westbound					
Start Time	Left	Thru	Right	Peds	App Total	Left	Thru	Right	Peds	App Total	Left	Thru	Right	Peds	App Total	Left	Thru	Right	Peds	App Total	Int. Total
Peak Hour Analysis From 07:00 AM to 09:45 AM - Peak 1 of 1																					
Peak Hour for Entire Intersection Begins at 07:45 AM																					
07:45 AM	9	**194**	**1**	0	**204**	0	102	2	0	104	14	0	6	0	20	1	0	**1**	0	2	330
08:00 AM	8	142	0	0	150	0	94	**6**	0	100	11	0	**8**	0	19	0	0	0	0	0	269
08:15 AM	**10**	180	1	0	191	1	84	6	0	91	17	0	6	0	23	0	0	1	0	1	306
08:30 AM	9	141	0	0	150	**3**	**109**	6	0	**118**	**23**	0	8	0	**31**	0	0	0	0	0	299
Total Volume	36	657	2	0	695	4	389	20	0	413	65	0	28	0	93	1	0	2	0	3	1204
% App. Total	5.2	94.5	0.3	0		1	94.2	4.8	0		69.9	0	30.1	0		33.3	0	66.7	0		
PHF	.900	.847	.500	.000	.852	.333	.892	.833	.000	.875	.707	.000	.875	.000	.750	.250	.000	.500	.000	.375	.912

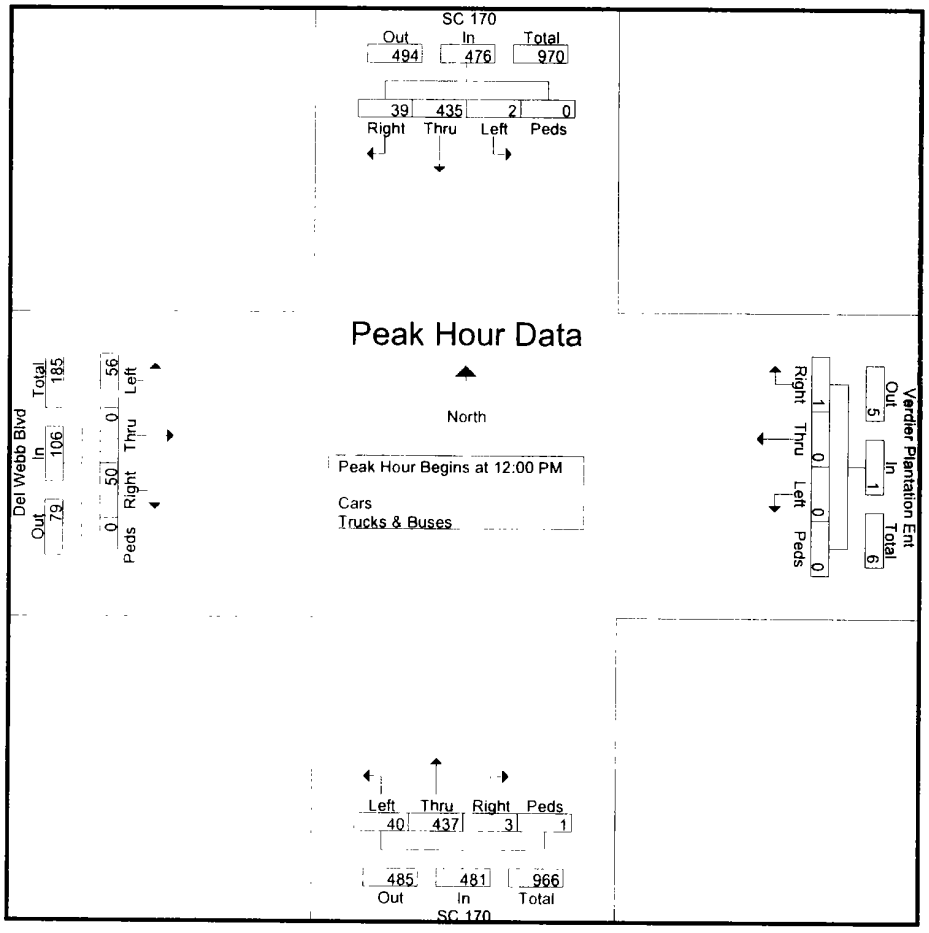


Traffic Data Connection
PO Box 445
Abbeville GA 31001
843.216.3304

Counter #: D4-4422
Counted By: WB
Weather: Mild
Other: T&H

File Name : 09422-01
Site Code : 00942201
Start Date : 5/6/2009
Page No : 4

Start Time	SC 170 Northbound Left	Thru	Right	Peds	App Total	SC 170 Southbound Left	Thru	Right	Peds	App Total	Del Webb Blvd Eastbound Left	Thru	Right	Peds	App Total	Verdier Plantation Ent Westbound Left	Thru	Right	Peds	App Total	Int Total
Peak Hour Analysis From 10:00 AM to 01:45 PM - Peak 1 of 1																				
Peak Hour for Entire Intersection Begins at 12:00 PM																				
12:00 PM	9	102	0	0	111	0	103	7	0	110	15	0	13	0	28	0	0	0	0	0	249
12:15 PM	10	110	2	1	123	1	96	8	0	105	17	0	10	0	27	0	0	1	0	1	256
12:30 PM	10	111	0	0	121	1	**123**	9	0	**133**	13	0	**16**	0	**29**	0	0	0	0	0	**283**
12:45 PM	**11**	**114**	1	0	**126**	0	113	**15**	0	128	11	0	11	0	22	0	0	0	0	0	276
Total Volume	40	437	3	1	481	2	435	39	0	476	56	0	50	0	106	0	0	1	0	1	1064
% App. Total	8.3	90.9	0.6	0.2		0.4	91.4	8.2	0		52.8	0	47.2	0		0	0	100	0		
PHF	.909	.958	.375	.250	.954	.500	.884	.650	.000	.895	.824	.000	.781	.000	.914	.000	.000	.250	.000	.250	.940



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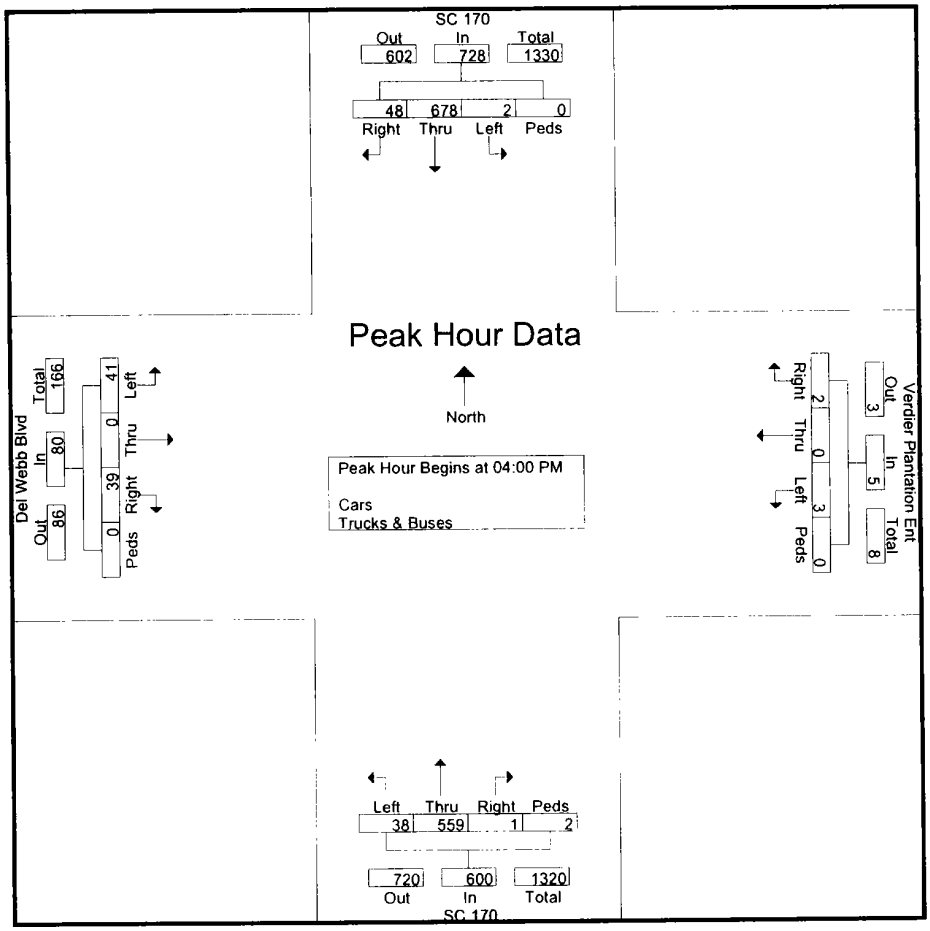
Traffic Data Connection
PO Box 445
Abbeville GA 31001
843.216.3304

Counter #: D4-4422
Counted By: WB
Weather: Mild
Other: T&H

File Name : 09422-01
Site Code : 00942201
Start Date : 5/6/2009
Page No : 5

	SC 170 Northbound					SC 170 Southbound					Del Webb Blvd Eastbound					Verdier Plantation Ent Westbound					
Start Time	Left	Thru	Right	Peds	App Total	Left	Thru	Right	Peds	App Total	Left	Thru	Right	Peds	App Total	Left	Thru	Right	Peds	App Total	Int. Total
Peak Hour Analysis From 02:00 PM to 05:45 PM - Peak 1 of 1																					
Peak Hour for Entire Intersection Begins at 04:00 PM																					
04:00 PM	15	158	0	0	173	1	151	13	0	165	9	0	19	0	28	2	0	0	0	2	368
04:15 PM	14	117	1	0	132	1	188	12	0	201	8	0	6	0	14	1	0	2	0	3	350
04:30 PM	4	129	0	0	133	0	173	10	0	183	12	0	10	0	22	0	0	0	0	0	338
04:45 PM	5	155	0	2	162	0	166	13	0	179	12	0	4	0	16	0	0	0	0	0	357
Total Volume	38	559	1	2	600	2	678	48	0	728	41	0	39	0	80	3	0	2	0	5	1413
% App. Total	6.3	93.2	0.2	0.3		0.3	93.1	6.6	0		51.2	0	48.8	0		60	0	40	0		
PHF	.633	.884	.250	.250	.867	.500	.902	.923	.000	.905	.854	.000	.513	.000	.714	.375	.000	.250	.000	.417	.960

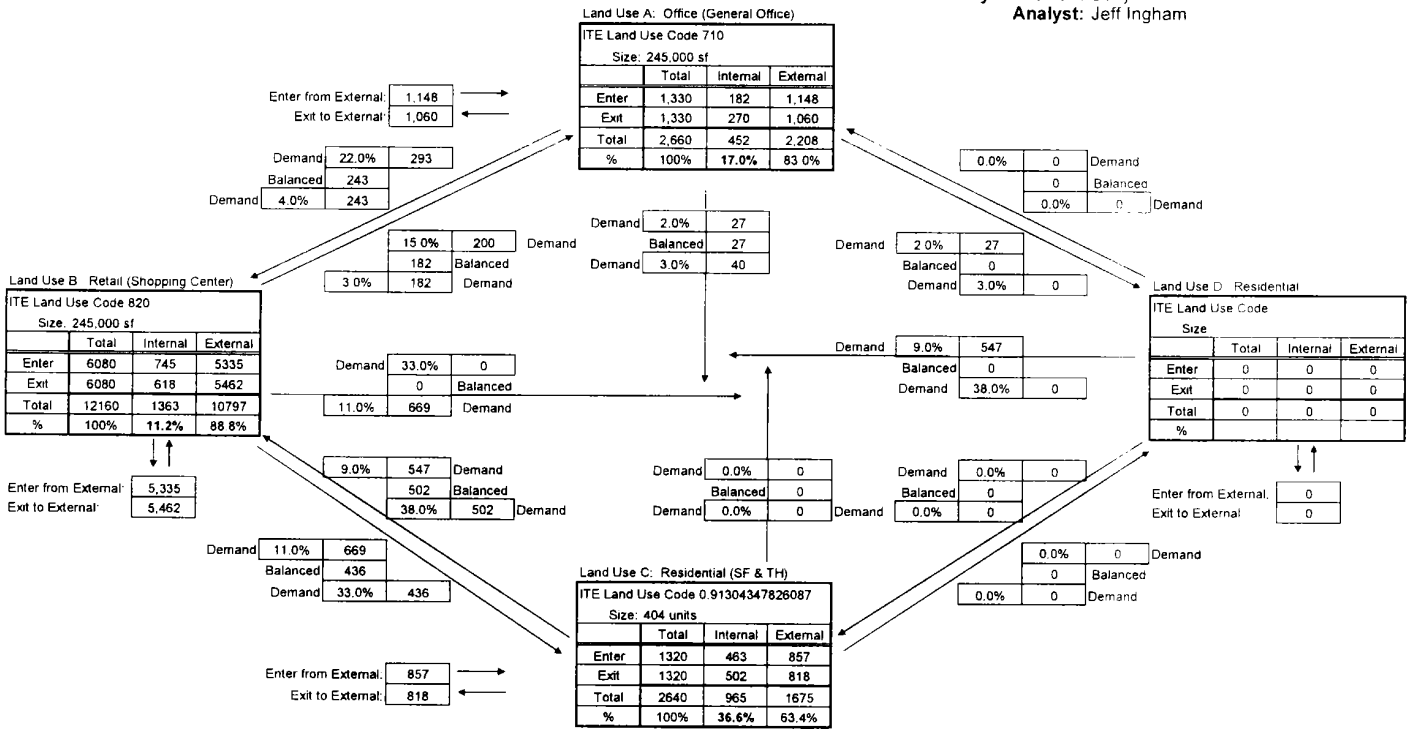


Book3061/Page3345

ITE MULTI-USE PROJECT INTERNAL CAPTURE WORKSHEET

(Source: Chapter 7, ITE *Trip Generation Handbook*, October 1998)

Project Number:
Project Name: Village at Verdier
Scenario: Buildout
Analysis Period: Daily
Analyst: Jeff Ingham



NET EXTERNAL TRIPS FOR MULTI-USE DEVELOPMENT

Category	Land Use A	B	C	D	Total
Enter	1,148	5,335	857	0	7,340
Exit	1,060	5,462	818	0	7,340
Total	2,208	10,797	1,675	0	14,680
Single Use Trip Gen Estimate	2,660	12,160	2,640	0	17,460

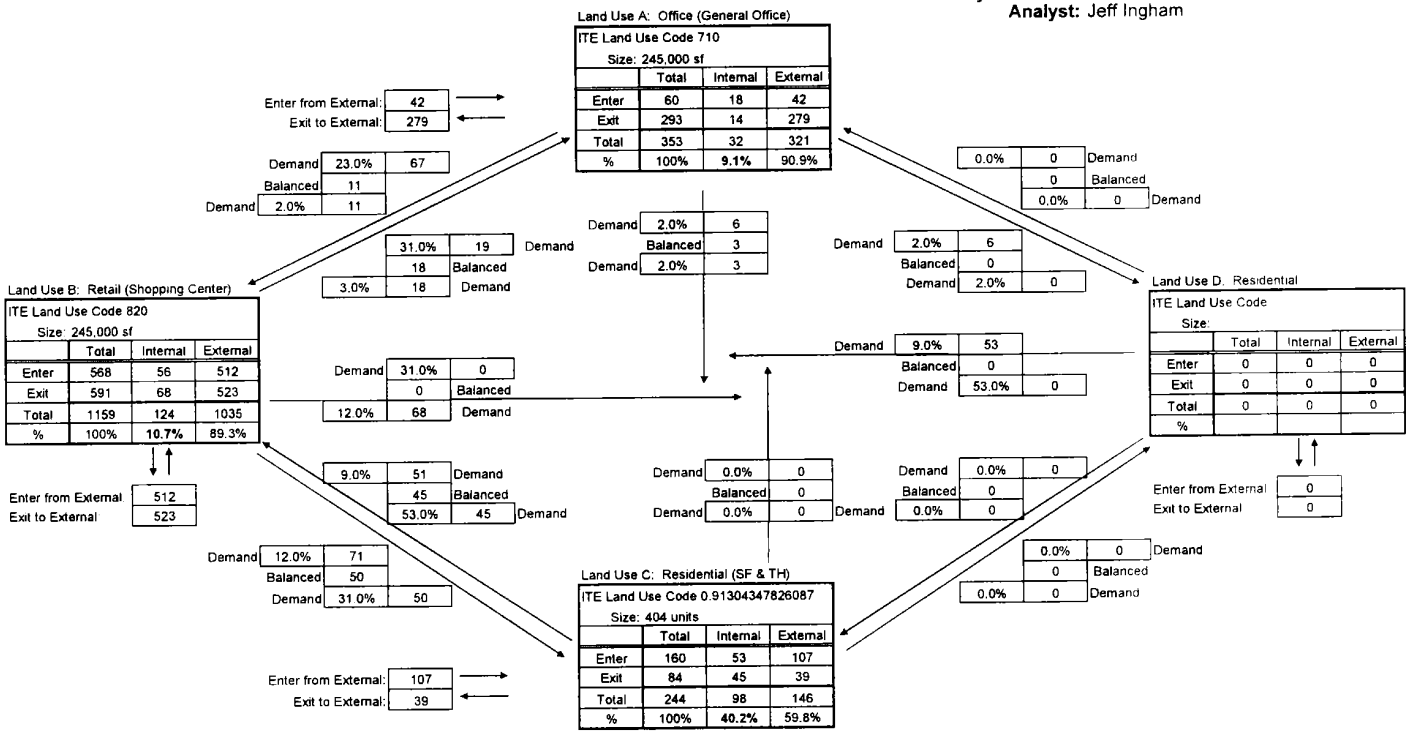
Overall Internal Capture = **15.92%**

Book3061/Page3346

ITE MULTI-USE PROJECT INTERNAL CAPTURE WORKSHEET

(Source: Chapter 7, ITE *Trip Generation Handbook*, October 1998)

Project Number:
Project Name: Village at Verdier
Scenario: Buildout
Analysis Period: PM Peak
Analyst: Jeff Ingham



NET EXTERNAL TRIPS FOR MULTI-USE DEVELOPMENT

Category	Land Use A	B	C	D	Total
Enter	42	512	107	0	661
Exit	279	523	39	0	841
Total	321	1,035	146	0	1,502
Single Use Trip Gen Estimate	353	1,159	244	0	1,756

Overall Internal Capture = **14.46%**

Lane Configurations												
Volume (veh/h)	65	0	28	1	0	2	36	657	1	4	389	20
Sign Control		Stop			Stop			Free			Free	
Grade		0%			0%			0%			0%	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	71	0	30	1	0	2	39	714	1	4	423	22
Pedestrians												
Lane Width (ft)												
Walking Speed (ft/s)												
Percent Blockage												
Right turn flare (veh)						8						
Median type								None			None	
Median storage veh)												
Upstream signal (ft)												
pX, platoon unblocked												
vC, conflicting volume	1224	1224	423	1254	1224	714	423			714		
vC1, stage 1 conf vol												
vC2, stage 2 conf vol												
vCu, unblocked vol	1224	1224	423	1254	1224	714	423			714		
tC, single (s)	7.1	6.5	6.2	7.1	6.5	6.2	4.1			4.1		
tC, 2 stage (s)												
tF (s)	3.5	4.0	3.3	3.5	4.0	3.3	2.2			2.2		
p0 queue free %	53	100	95	99	100	99	97			100		
cM capacity (veh/h)	150	172	631	137	172	431	1136			886		

Volume Total	71	30	3	39	44	1	4	423	22
Volume Left	71	0	1	39	0	0	4	0	0
Volume Right	0	30	2	0	0	1	0	0	22
cSH	150	631	412	1136	1700	1700	886	1700	1700
Volume to Capacity	0.47	0.05	0.01	0.03	0.42	0.00	0.00	0.25	0.01
Queue Length 95th (ft)	54	4	1	3	0	0	0	0	0
Control Delay (s)	48.5	11.0	19.4	8.3	0.0	0.0	9.1	0.0	0.0
Lane LOS	E	B	C	A			A		
Approach Delay (s)	37.2		19.4	0.4			0.1		
Approach LOS	E		C						

Average Delay	3.2		
Intersection Capacity Utilization	51.5%	ICU Level of Service	A
Analysis Period (min)	15		

Lane Configurations												
Volume (veh/h)	41	0	39	3	0	2	38	559	1	2	678	48
Sign Control		Stop			Stop			Free			Free	
Grade		0%			0%			0%			0%	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	45	0	42	3	0	2	41	608	1	2	737	52
Pedestrians												
Lane Width (ft)												
Walking Speed (ft/s)												
Percent Blockage												
Right turn flare (veh)						8						
Median type								None			None	
Median storage veh)												
Upstream signal (ft)												
pX, platoon unblocked												
vC, conflicting volume	1432	1432	737	1474	1432	608	737			608		
vC1, stage 1 conf vol												
vC2, stage 2 conf vol												
vCu, unblocked vol	1432	1432	737	1474	1432	608	737			608		
tC, single (s)	7.1	6.5	6.2	7.1	6.5	6.2	4.1			4.1		
tC, 2 stage (s)												
tF (s)	3.5	4.0	3.3	3.5	4.0	3.3	2.2			2.2		
p0 queue free %	58	100	90	96	100	100	95			100		
cM capacity (veh/h)	107	128	418	91	128	496	869			971		

Volume Total	45	42	5	41	608	1	2	737	52
Volume Left	45	0	3	41	0	0	2	0	0
Volume Right	0	42	2	0	0	1	0	0	52
cSH	107	418	151	869	1700	1700	971	1700	1700
Volume to Capacity	0.42	0.10	0.04	0.05	0.36	0.00	0.00	0.43	0.03
Queue Length 95th (ft)	44	8	3	4	0	0	0	0	0
Control Delay (s)	60.5	14.6	32.7	9.4	0.0	0.0	8.7	0.0	0.0
Lane LOS	F	B	D	A			A		
Approach Delay (s)	38.1		32.7	0.6			0.0		
Approach LOS	E		D						

Average Delay	2.5			
Intersection Capacity Utilization	52.4%	ICU Level of Service	A	
Analysis Period (min)	15			

Lane Configurations												
Volume (veh/h)	70	0	30	5	0	5	40	780	5	5	460	20
Sign Control		Stop			Stop			Free			Free	
Grade		0%			0%			0%			0%	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	76	0	33	5	0	5	43	848	5	5	500	22
Pedestrians												
Lane Width (ft)												
Walking Speed (ft/s)												
Percent Blockage												
Right turn flare (veh)						8						
Median type								None			None	
Median storage veh)												
Upstream signal (ft)												
pX, platoon unblocked												
vC, conflicting volume	1022	1446	250	1228	1446	424	500			848		
vC1, stage 1 conf vol												
vC2, stage 2 conf vol												
vCu, unblocked vol	1022	1446	250	1228	1446	424	500			848		
tC, single (s)	7.5	6.5	6.9	7.5	6.5	6.9	4.1			4.1		
tC, 2 stage (s)												
tF (s)	3.5	4.0	3.3	3.5	4.0	3.3	2.2			2.2		
p0 queue free %	58	100	96	96	100	99	96			99		
cM capacity (veh/h)	182	124	750	124	124	579	1060			785		

Volume Total	76	33	11	43	424	424	5	5	250	250	22
Volume Left	76	0	5	43	0	0	0	5	0	0	0
Volume Right	0	33	5	0	0	0	5	0	0	0	22
cSH	182	750	247	1060	1700	1700	1700	785	1700	1700	1700
Volume to Capacity	0.42	0.04	0.04	0.04	0.25	0.25	0.00	0.01	0.15	0.15	0.01
Queue Length 95th (ft)	47	3	3	3	0	0	0	1	0	0	0
Control Delay (s)	38.4	10.0	23.4	8.5	0.0	0.0	0.0	9.6	0.0	0.0	0.0
Lane LOS	E	B	C	A				A			
Approach Delay (s)	29.9		23.4	0.4				0.1			
Approach LOS	D		C								

Average Delay	2.5			
Intersection Capacity Utilization	45.4%	ICU Level of Service	A	
Analysis Period (min)	15			

Lane Configurations												
Volume (veh/h)	45	0	40	5	0	5	40	665	5	5	805	50
Sign Control		Stop			Stop			Free			Free	
Grade		0%			0%			0%			0%	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	49	0	43	5	0	5	43	723	5	5	875	54
Pedestrians												
Lane Width (ft)												
Walking Speed (ft/s)												
Percent Blockage												
Right turn flare (veh)						8						
Median type								None			None	
Median storage veh)												
Upstream signal (ft)												
pX, platoon unblocked												
vC, conflicting volume	1334	1696	438	1302	1696	361	875			723		
vC1, stage 1 conf vol												
vC2, stage 2 conf vol												
vCu, unblocked vol	1334	1696	438	1302	1696	361	875			723		
tC, single (s)	7.5	6.5	6.9	7.5	6.5	6.9	4.1			4.1		
tC, 2 stage (s)												
tF (s)	3.5	4.0	3.3	3.5	4.0	3.3	2.2			2.2		
p0 queue free %	54	100	92	95	100	99	94			99		
cM capacity (veh/h)	106	86	567	104	86	635	767			875		

Volume Total	49	43	11	43	0	0	0	5	0	0	0	
Volume Left	49	0	5	43	0	0	0	5	0	0	0	
Volume Right	0	43	5	0	0	0	5	0	0	0	54	
cSH	106	567	208	767	1700	1700	1700	875	1700	1700	1700	
Volume to Capacity	0.46	0.08	0.05	0.06	0.21	0.21	0.00	0.01	0.26	0.26	0.03	
Queue Length 95th (ft)	50	6	4	4	0	0	0	0	0	0	0	
Control Delay (s)	65.5	11.9	26.1	10.0	0.0	0.0	0.0	9.1	0.0	0.0	0.0	
Lane LOS	F	B	D	A				A				
Approach Delay (s)	40.3		26.1	0.6				0.1				
Approach LOS	E		D									

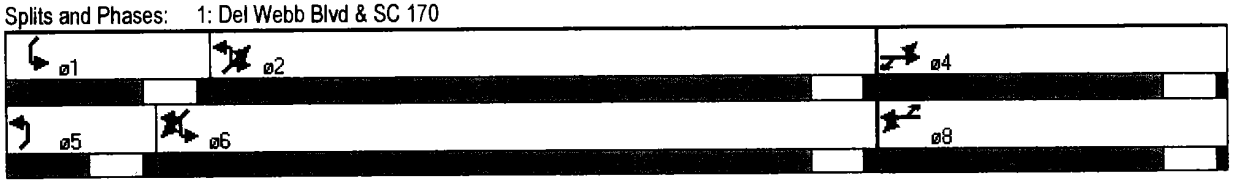
Average Delay	2.5		
Intersection Capacity Utilization	44.7%	ICU Level of Service	A
Analysis Period (min)	15		

Lane Configurations												
Volume (vph)	70	43	30	65	23	57	40	832	96	104	548	20
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)	0		0	0		200	250		250	250		250
Storage Lanes	0		1	0		1	1		1	1		1
Taper Length (ft)	25		25	25		25	25		25	25		25
Satd. Flow (prot)	0	1807	1583	0	1796	1583	1770	3539	1583	1770	3539	1583
Flt Permitted		0.756			0.704		0.427			0.224		
Satd. Flow (perm)	0	1408	1583	0	1311	1583	795	3539	1583	417	3539	1583
Right Turn on Red			Yes			Yes			Yes			Yes
Satd. Flow (RTOR)			33			62			104			22
Link Speed (mph)		35			35			45			45	
Link Distance (ft)		2055			1307			701			1417	
Travel Time (s)		40.0			25.5			10.6			21.5	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Shared Lane Traffic (%)												
Lane Group Flow (vph)	0	123	33	0	96	62	43	904	104	113	596	22
Enter Blocked Intersection	No	No	No	No	No	No	No	No	No	No	No	No
Lane Alignment	Left	Left	Right	Left	Left	Right	Left	Left	Right	Left	Left	Right
Median Width(ft)		0			0			12			12	
Link Offset(ft)		0			0			0			0	
Crosswalk Width(ft)		16			16			16			16	
Two way Left Turn Lane												
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15		9	15		9	15		9	15		9
Turn Type	Perm		Perm	Perm		Perm	pm+pt		Perm	pm+pt		Perm
Protected Phases		4			8		5	2		1	6	
Permitted Phases	4		4	8		8	2		2	6		6
Minimum Initial (s)	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
Minimum Split (s)	21.0	21.0	21.0	21.0	21.0	21.0	9.0	21.0	21.0	9.0	21.0	21.0
Total Split (s)	26.0	26.0	26.0	26.0	26.0	26.0	11.0	49.0	49.0	15.0	53.0	53.0
Total Split (%)	28.9%	28.9%	28.9%	28.9%	28.9%	28.9%	12.2%	54.4%	54.4%	16.7%	58.9%	58.9%
Maximum Green (s)	21.0	21.0	21.0	21.0	21.0	21.0	6.0	44.0	44.0	10.0	48.0	48.0
Yellow Time (s)	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
All-Red Time (s)	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
Total Lost Time (s)	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0
Lead/Lag							Lead	Lag	Lag	Lead	Lag	Lag
Lead-Lag Optimize?												
Vehicle Extension (s)	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0
Recall Mode	None	None	None	None	None	None	None	Min	Min	None	Min	Min
Walk Time (s)	5.0	5.0	5.0	5.0	5.0	5.0		5.0	5.0		5.0	5.0
Flash Dont Walk (s)	11.0	11.0	11.0	11.0	11.0	11.0		11.0	11.0		11.0	11.0
Pedestrian Calls (#/hr)	0	0	0	0	0	0		0	0		0	0
Act Effct Green (s)		10.5	10.5		10.4	10.4	29.2	26.7	26.7	33.1	32.3	32.3
Actuated g/C Ratio		0.20	0.20		0.20	0.20	0.57	0.52	0.52	0.64	0.63	0.63
v/c Ratio		0.43	0.09		0.36	0.17	0.08	0.49	0.12	0.24	0.27	0.02
Control Delay		26.3	9.3		25.2	8.0	5.2	13.6	3.4	6.0	8.3	4.8
Queue Delay		0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay		26.3	9.3		25.2	8.0	5.2	13.6	3.4	6.0	8.3	4.8

LOS	C	A		C	A	A	B	A	A	A	A	
Approach Delay	22.7			18.5			12.3			7.8		
Approach LOS	C			B			B			A		
Queue Length 50th (ft)	34	0		26	0	4	116	0	12	36	0	
Queue Length 95th (ft)	93	20		76	28	16	205	25	34	115	10	
Internal Link Dist (ft)	1975			1227			621			1337		
Turn Bay Length (ft)					200	250		250	250		250	
Base Capacity (vph)	632	729		588	745	578	2940	1333	562	3117	1397	
Starvation Cap Reductn	0	0		0	0	0	0	0	0	0	0	
Spillback Cap Reductn	0	0		0	0	0	0	0	0	0	0	
Storage Cap Reductn	0	0		0	0	0	0	0	0	0	0	
Reduced v/c Ratio	0.19	0.05		0.16	0.08	0.07	0.31	0.08	0.20	0.19	0.02	

Area Type: Other
Cycle Length: 90
Actuated Cycle Length: 51.4
Natural Cycle: Actuated-Uncoordinated
Maximum v/c Ratio: 0.49
Intersection Signal Delay: 13.0 Intersection LOS: B
Intersection Capacity Utilization 54.1% ICU Level of Service A
Analysis Period (min) 15

Splits and Phases: 1: Del Webb Blvd & SC 170



Lane Configurations						
Volume (veh/h)	0	15	953	25	0	643
Sign Control	Yield		Free			Free
Grade	0%		0%			0%
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	0	16	1036	27	0	699
Pedestrians						
Lane Width (ft)						
Walking Speed (ft/s)						
Percent Blockage						
Right turn flare (veh)						
Median type			None			None
Median storage veh)						
Upstream signal (ft)						701
pX, platoon unblocked	0.94					
vC, conflicting volume	1385	518			1063	
vC1, stage 1 conf vol						
vC2, stage 2 conf vol						
vCu, unblocked vol	1291	518			1063	
tC, single (s)	6.8	6.9			4.1	
tC, 2 stage (s)						
tF (s)	3.5	3.3			2.2	
p0 queue free %	100	97			100	
cM capacity (veh/h)	146	503			651	

Volume Total	16	518	518	27	349	349
Volume Left	0	0	0	0	0	0
Volume Right	16	0	0	27	0	0
cSH	503	1700	1700	1700	1700	1700
Volume to Capacity	0.03	0.30	0.30	0.02	0.21	0.21
Queue Length 95th (ft)	3	0	0	0	0	0
Control Delay (s)	12.4	0.0	0.0	0.0	0.0	0.0
Lane LOS	B					
Approach Delay (s)	12.4	0.0			0.0	
Approach LOS	B					

Average Delay	0.1		
Intersection Capacity Utilization	36.3%	ICU Level of Service	A
Analysis Period (min)	15		

Lane Configurations						
Volume (veh/h)	57	55	923	94	101	542
Sign Control	Stop		Free			Free
Grade	0%		0%			0%
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	62	60	1003	102	110	589
Pedestrians						
Lane Width (ft)						
Walking Speed (ft/s)						
Percent Blockage						
Right turn flare (veh)						
Median type			None			None
Median storage veh)						
Upstream signal (ft)						
pX, platoon unblocked						
vC, conflicting volume	1517	502			1105	
vC1, stage 1 conf vol						
vC2, stage 2 conf vol						
vCu, unblocked vol	1517	502			1105	
tC, single (s)	6.8	6.9			4.1	
tC, 2 stage (s)						
tF (s)	3.5	3.3			2.2	
p0 queue free %	32	88			83	
cM capacity (veh/h)	91	515			627	

Volume Total	62	60	502	502	102	110	295	295
Volume Left	62	0	0	0	0	110	0	0
Volume Right	0	60	0	0	102	0	0	0
cSH	91	515	1700	1700	1700	627	1700	1700
Volume to Capacity	0.68	0.12	0.30	0.30	0.06	0.17	0.17	0.17
Queue Length 95th (ft)	84	10	0	0	0	16	0	0
Control Delay (s)	105.1	12.9	0.0	0.0	0.0	12.0	0.0	0.0
Lane LOS	F	B				B		
Approach Delay (s)	59.8		0.0			1.9		
Approach LOS	F							

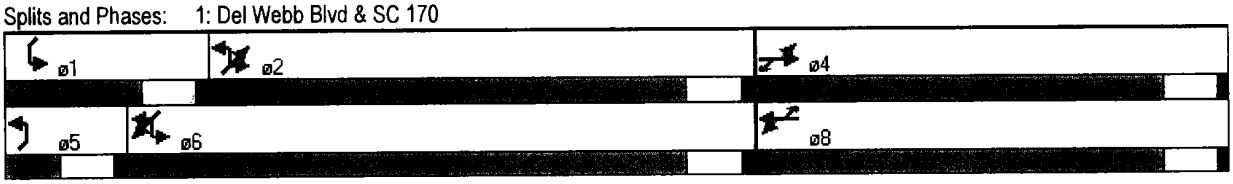
Average Delay	4.5		
Intersection Capacity Utilization	44.4%	ICU Level of Service	A
Analysis Period (min)	15		

Lane Configurations												
Volume (vph)	45	52	40	193	68	162	40	808	135	158	888	50
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)	0		0	0		200	250		250	250		250
Storage Lanes	0		1	0		1	1		1	1		1
Taper Length (ft)	25		25	25		25	25		25	25		25
Satd. Flow (prot)	0	1820	1583	0	1796	1583	1770	3539	1583	1770	3539	1583
Flt Permitted		0.739			0.715		0.264			0.170		
Satd. Flow (perm)	0	1377	1583	0	1332	1583	492	3539	1583	317	3539	1583
Right Turn on Red			Yes			Yes			Yes			Yes
Satd. Flow (RTOR)			43			176			147			54
Link Speed (mph)		35			35			45			45	
Link Distance (ft)		2055			1307			701			1417	
Travel Time (s)		40.0			25.5			10.6			21.5	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Shared Lane Traffic (%)												
Lane Group Flow (vph)	0	106	43	0	284	176	43	878	147	172	965	54
Number of Detectors	1	1	1	1	1	1	1	1	1	1	1	1
Detector Template												
Leading Detector (ft)	50	50	50	50	50	50	50	50	50	50	50	50
Trailing Detector (ft)	0	0	0	0	0	0	0	0	0	0	0	0
Detector 1 Position(ft)	0	0	0	0	0	0	0	0	0	0	0	0
Detector 1 Size(ft)	50	50	50	50	50	50	50	50	50	50	50	50
Detector 1 Type	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex
Detector 1 Channel												
Detector 1 Extend (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Detector 1 Queue (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Detector 1 Delay (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Turn Type	Perm		Perm	Perm		Perm	pm+pt		Perm	pm+pt		Perm
Protected Phases		4			8		5	2		1	6	
Permitted Phases	4		4	8		8	2		2	6		6
Minimum Initial (s)	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
Minimum Split (s)	21.0	21.0	21.0	21.0	21.0	21.0	9.0	21.0	21.0	9.0	21.0	21.0
Total Split (s)	35.0	35.0	35.0	35.0	35.0	35.0	9.0	40.0	40.0	15.0	46.0	46.0
Total Split (%)	38.9%	38.9%	38.9%	38.9%	38.9%	38.9%	10.0%	44.4%	44.4%	16.7%	51.1%	51.1%
Maximum Green (s)	30.0	30.0	30.0	30.0	30.0	30.0	4.0	35.0	35.0	10.0	41.0	41.0
Yellow Time (s)	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
All-Red Time (s)	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
Total Lost Time (s)	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0
Lead/Lag							Lead	Lag	Lag	Lead	Lag	Lag
Lead-Lag Optimize?												
Vehicle Extension (s)	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0
Recall Mode	None	None	None	None	None	None	None	Min	Min	None	Min	Min
Walk Time (s)	5.0	5.0	5.0	5.0	5.0	5.0		5.0	5.0		5.0	5.0
Flash Dont Walk (s)	11.0	11.0	11.0	11.0	11.0	11.0		11.0	11.0		11.0	11.0
Pedestrian Calls (#/hr)	0	0	0	0	0	0		0	0		0	0
Act Effct Green (s)		19.8	19.8		19.8	19.8	28.2	24.0	24.0	37.9	33.2	33.2
Actuated g/C Ratio		0.29	0.29		0.29	0.29	0.41	0.35	0.35	0.55	0.49	0.49
v/c Ratio		0.27	0.09		0.73	0.30	0.15	0.71	0.23	0.48	0.56	0.07

Control Delay	22.1	7.3		35.5	5.2	10.2	23.3	4.4	13.1	15.8		4.4
Queue Delay	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0		0.0
Total Delay	22.1	7.3		35.5	5.2	10.2	23.3	4.4	13.1	15.8		4.4
LOS	C	A		D	A	B	C	A	B	B		A
Approach Delay	17.8			23.9			20.2			14.9		
Approach LOS	B			C			C			B		
Queue Length 50th (ft)	33	0		105	0	7	162	0	32	160		0
Queue Length 95th (ft)	84	22		224	43	25	273	36	78	271		20
Internal Link Dist (ft)	1975			1227			621			1337		
Turn Bay Length (ft)					200	250		250	250			250
Base Capacity (vph)	638	757		618	828	282	1914	924	401	2242		1023
Starvation Cap Reductn	0	0		0	0	0	0	0	0	0		0
Spillback Cap Reductn	0	0		0	0	0	0	0	0	0		0
Storage Cap Reductn	0	0		0	0	0	0	0	0	0		0
Reduced v/c Ratio	0.17	0.06		0.46	0.21	0.15	0.46	0.16	0.43	0.43		0.05

Cycle Length: 90
Actuated Cycle Length: 68.3
Control Type: Actuated-Uncoordinated
Maximum v/c Ratio: 0.73
Intersection Signal Delay: 18.5 Intersection LOS: B
Intersection Capacity Utilization 64.5% ICU Level of Service C
Analysis Period (min) 15

Splits and Phases: 1: Del Webb Blvd & SC 170



Lane Configurations						
Volume (veh/h)	0	56	927	49	0	1121
Sign Control	Yield		Free			Free
Grade	0%		0%			0%
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	0	61	1008	53	0	1218
Pedestrians						
Lane Width (ft)						
Walking Speed (ft/s)						
Percent Blockage						
Right turn flare (veh)						
Median type			None			None
Median storage veh)						
Upstream signal (ft)						701
pX, platoon unblocked	0.80					
vC, conflicting volume	1617	504			1061	
vC1, stage 1 conf vol						
vC2, stage 2 conf vol						
vCu, unblocked vol	1273	504			1061	
tC, single (s)	6.8	6.9			4.1	
tC, 2 stage (s)						
tF (s)	3.5	3.3			2.2	
p0 queue free %	100	88			100	
cM capacity (veh/h)	128	513			652	

Volume Total	61	504	504	53	609	609
Volume Left	0	0	0	0	0	0
Volume Right	61	0	0	53	0	0
cSH	513	1700	1700	1700	1700	1700
Volume to Capacity	0.12	0.30	0.30	0.03	0.36	0.36
Queue Length 95th (ft)	10	0	0	0	0	0
Control Delay (s)	13.0	0.0	0.0	0.0	0.0	0.0
Lane LOS	B					
Approach Delay (s)	13.0	0.0			0.0	
Approach LOS	B					

Average Delay	0.3		
Intersection Capacity Utilization	35.8%	ICU Level of Service	A
Analysis Period (min)	15		

Lane Configurations						
Volume (veh/h)	178	172	804	140	143	978
Sign Control	Stop		Free			Free
Grade	0%		0%			0%
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	193	187	874	152	155	1063
Pedestrians						
Lane Width (ft)						
Walking Speed (ft/s)						
Percent Blockage						
Right turn flare (veh)						
Median type			None			None
Median storage veh)						
Upstream signal (ft)						
pX, platoon unblocked						
vC, conflicting volume	1716	437			1026	
vC1, stage 1 conf vol						
vC2, stage 2 conf vol						
vCu, unblocked vol	1716	437			1026	
tC, single (s)	6.8	6.9			4.1	
tC, 2 stage (s)						
tF (s)	3.5	3.3			2.2	
p0 queue free %	0	67			77	
cM capacity (veh/h)	62	567			672	

Volume Total	[illegible]	[illegible]	437	437	[illegible]	[illegible]	532	532
Volume Left	193	0	0	0	0	155	0	0
Volume Right	0	187	0	0	152	0	0	0
cSH	62	567	1700	1700	1700	672	1700	1700
Volume to Capacity	3.11	0.33	0.26	0.26	0.09	0.23	0.31	0.31
Queue Length 95th (ft)	Err	36	0	0	0	22	0	0
Control Delay (s)	Err	14.4	0.0	0.0	0.0	12.0	0.0	0.0
Lane LOS	F	B				B		
Approach Delay (s)	5092.3		0.0			1.5		
Approach LOS	F							

Average Delay	738.7		
Intersection Capacity Utilization	50.0%	ICU Level of Service	A
Analysis Period (min)	15		

EXHIBIT "G"

Village at Verdier Fee in Lieu of Taxes Calculation Table

Exhibit "G"
Village at Verdier Fee-in-Lieu of Taxes Calculation

Unit Type	Median Market Value		2010	2011	2012	2013	2014	2015	2016	2017	Total Units 2010-2017	Market Value per Development Schedule 2010-2017	Assessment Ratio	Assessed Value	Town of Bluffton Taxes (38 Mills)	Per Unit/ Square Foot	X Factor = Development Fee In Lieu	Total Town of Bluffton Taxes	Fee-in-Lieu ($560,000 / Total Town of Bluffton Taxes)	X Factor * Total Units
Town Home (19 Existing)	$ 186,652.75	Per Dwelling Unit	0	0	4	4	4	8	8	8	36 Units	$ 6,719,499.00	4%	$ 268,779.96	$ 10,213.64	$ 283.71	$ 2,379	$ 66,793.67	$ 8.38 Per Dwelling Unit/ Lot/ Square Foot due at time of Development Permit	$ 85,631.43
Single Family - Neighborhood Residential	$ 210,685.67	Per Dwelling Unit	0	0	4	4	4	8	8	8	36 Units	$ 7,584,684.12	4%	$ 303,387.36	$ 11,528.72	$ 320.24	$ 2,685			$ 96,657.11
Single Family - Village Hamelet	$ 210,685.67	Per Dwelling Unit	0	0	4	4	4	8	8	8	36 Units	$ 7,584,684.12	4%	$ 303,387.36	$ 11,528.72	$ 320.24	$ 2,685			$ 96,657.11
Multi Family (200 Units; 239,640 estimated Square Feet)	$ 32.41	Per Square Foot *	0	0	0	0	0	239,640	0	0	239,640 Square Feet	$ 7,766,732.40	6%	$ 466,003.94	$ 17,708.15	$ 0.07	$ 0.62			$ 148,465.62
Mixed Use - Commercial (9,800 Existing)	$ 45.04	Per Square Foot	-	0	14,000	20,000	20,000	20,000	40,000	40,000	154,000 Square Feet	$ 6,936,160.00	6%	$ 416,169.60	$ 15,814.44	$ 0.10	$ 0.86			$ 132,588.74

* Multi-Family counts against the overall Dwelling Units allowed per the Development Agreement, but is assessed and taxed as Commercial. The basis for square footage for the 200 units Multi-Family complex is Crown at Old Carolina. The Crowne at Old Carolina comprises of 199 units and a total of 239,640 square feet.

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